FARGO CITY COMMISSION AGENDA
Monday, May 16, 2022 - 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 2, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Addendum to Promissory Note PACE Program, Interest Buydown Agreement, Escrow Agreement and Community PACE Interest Buydown Authorization with LINCHPIN Group LLC.

2. 1st reading of the following Ordinances:
   a. Relating to Classification of Ordinance Violations.
   b. Relating to the International Building Code.
   c. Relating to the International Residential Code.
   d. Relating to the International Existing Building Code.
   e. Relating to the International Mechanical Code.
   f. Relating to the International Fuel Gas Code.
   g. Relating to the International Property Maintenance Code.
   h. Relating to the International Energy Conservation Code.
   i. Relating to Fire Protection and Prevention.
   j. Relating to Civil Service-Rules and Regulations.

3. Site Authorizations for Games of Chance:
   a. Horse Race North Dakota at Edgewood Tavern.
   b. Horse Race North Dakota at Chub's Pub.
   c. Horse Race North Dakota at Sidestreet Grille and Pub.
   d. Horse Race North Dakota at Sickies Garage – Fargo.
   e. Horse Race North Dakota at Labby's Bar & Grill.
   f. American Gold Gymnastics, Inc. at Drumconrath Brewing Co.
   g. American Gold Gymnastics, Inc. at The Box.
   h. Prairie Public Broadcasting, Inc. at Dempsey's.
   i. Prairie Public Broadcasting, Inc. at Slammer's Sports Bar & Grill.
   j. Prairie Public Broadcasting, Inc. at Pepper's.
   k. Prairie Public Broadcasting, Inc. at Tailgator's.
   l. Prairie Public Broadcasting, Inc. at Bison Turf.
   m. Fargo Post 2 Baseball Club at Herds and Horns.
   n. Team Maker's Club, Inc. at Legends Sports Bar & Grill.
   o. Team Maker's Club, Inc. at FARGODOME.
   p. Team Maker's Club, Inc. at Sanford Health Athletic Complex – Scheel's Arena.
   q. Team Maker's Club, Inc. at Lucky's 13 Pub.

r. Team Maker's Club, Inc. at Holiday Inn.
s. Team Maker's Club, Inc. at King Pinz.
t. Team Maker's Club, Inc. at Frank's Lounge.
u. Northern Prairie Performing Arts at the Windbreak Lounge.
v. Northern Prairie Performing Arts at SouthTown PourHouse – Fargo.

4. Applications for Games of Chance:
   a. Dare 2 Stand Out for a raffle on 9/10/22.
   b. Provost Guard for a raffle on 9/8/22.
   c. FM AM Rotary for a sports pool from 9/1/22 to 2/15/23.

5. Modification to the language in the Gambling Requirements under Requirement No. 1.

6. Independent Auditor's Report and the City's Annual Comprehensive Financial Report for the year ending 12/31/20.

7. Contract Amendment No. 2 with Houston Engineering in the amount of $465,000.00 for Project No. FP-19-A0.

8. Contract Amendment No. 3 with Houston Engineering in the amount of $37,000.00 for Project No. FM-19-C0.

9. Memorandum of Understanding Regarding Excavation of Southwest Metro Regional Pond (Project No. FP-19-A4).

10. Permanent Easement (Levee and Retaining Wall for Flood Control), Permanent Easement (Storm Sewer), Easement (Temporary Construction Easement) with Paul J. and Ann L. Jarvis (Project No. FM-19-C).

11. Bid award for Project No. FM-22-C1 (Nos. FM-22-C2 and FM-22-C3).

12. Energy Conservation Program Grant Agreement with the North Dakota Department of Commerce.

13. Receive and file General Fund – Budget to Actual through April 2022 (unaudited).

14. Bid award for one anti-ice skid (RFP22080).

15. Bid award for HVAC Mechanical Equipment package – Public Works (RFP22074).

16. Seventh Amendment to Lease of Rights to Sewer System between City of Fargo and City of Harwood.

17. ND Department of Transportation Sections 5339 and 5310 Transit Grant Agreements (CFDA #s 20.526 and 20.513).

18. Change of the Drought Phase to Phase 1 (Normal).

19. Request for Proposals to procure Granular Activated Carbon filter media for a rehabilitation project at the Lime Softening Water Treatment Plant.

20. Contract and bond for Project No. SL-22-A1 and TN-22-B1.

21. Bills.

24. Bid award for the following Improvement Districts:
    a. No. BN-22-L1.
    b. No. PN-22-A1.

25. Contract and bond for Improvement District No. BN-22-K1 and PR-22-C1.

REGULAR AGENDA:

26. **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).**

27. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
    a. Maplewood Estates Second Addition (5800 and 5820 38th Street South); approval recommended by the Planning Commission on 10/5/21:
        1. Zoning Change from AG, Agricultural to MR-3, Multi-Dwelling Residential with a PUD, Planned Unit Development Overlay.
        2. 1st reading of rezoning Ordinance.
        3. Plat of Maplewood Estates Second Addition.

28. Recommendation to create a Task Force to address Street Racing.

29. Recommendation for appointments to the Economic Development Incentives Committee.

30. Update on the Roers/Newman Center Project.

31. Recommendation to designate Downtown Cab and Ride Share Pick-up areas.

32. Bid advertisement for Project No. FM-22-B.

City Administration
225 4th Street North
Fargo, ND 58102

THE CITY OF Fargo FAR MORE

(1)

MEMORANDUM

TO: **Board of City Commissioners**

FROM: **Jim Gilmour, Director of Strategic Planning and Research**

DATE: **May 12, 2022**

SUBJECT: **In-Kind Commitment for CoSchedule Project**

CoSchedule was approved for a New Industry property tax incentive to expand into a building downtown and create jobs.

LINCHPIN GROUP LLC is applying for a buy down of its interest rate from the Bank of North Dakota for this CoSchedule project. This requires community match, which can be an in-kind contribution of the new industry property tax exemption.

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

Recommended Motion

Approve agreements to provide in-kind contributions of property tax exemptions to LINCHPIN GROUP LLC.

OFFICE USE ONLY	Return SIGNED Documents to BND
Borrower:	LINCHPIN GROUP LLC
Program Option:	PACE

ADDENDUM TO PROMISSORY NOTE
PACE PROGRAM

STARION BANK ("Originating Lender") has extended credit to **LINCHPIN GROUP LLC** (individually and collectively "Borrower") pursuant to a promissory note, dated _____ as amended from time to time ("Note"). This Addendum contains terms and conditions with respect to the rights and obligations of the Originating Lender and the Borrower concerning the participation of the Loan in the Bank of North Dakota ("BND") PACE Program. Except as specifically provided herein, all terms and conditions of the Note (as modified by any previous written agreements) remain in full force and effect, without waiver or modification, and are hereby ratified and confirmed as valid and enforceable in all respects.

I. DEFINITIONS

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

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

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

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

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

Community means **CITY OF FARGO**.

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

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

Default means any of the following events:

(a) A failure by the Borrower to make any payment of principal or interest on the Note when due and payable.

(b) Any representation made by the Borrower for the purpose of qualifying for the PACE Programs shall prove to have been incorrect in any material respect on or as of the date of the representation.

(c) The relocation of the business which is the subject of the Note and Loan without prior approval of the Community or BND.

(d) Any event of default in the Note or Related Documents.

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

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

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to a borrower who does not meet the State's legal definition of a primary sector business but does meet other needs as determined appropriate by the Community.

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

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

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

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

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

Loan - The extension of credit between the Originating Lender and the Borrower evidenced by the Note.

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

PACE Program - means the "Partnership in Assisting Community Expansion Program" as established by N.D.C.C. Ch. 6-09.14 and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

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

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

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Borrower:	LINCHPIN GROUP LLC	
Program Option:	PACE	

Primary Sector Business has the meaning set forth in North Dakota Century Code Section 1-01-49 and must be certified by the Department of Commerce.

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

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

II. INTEREST REDUCTION PAYMENT BY ESCROW AGENT

Escrow Agent will, on each scheduled loan payment date during the term of the Loan, use moneys in the Escrow account to make an Interest Rate Reduction payment on behalf of the Borrower to the Originating Lender in the amount shown on the payment schedule labeled Exhibit A attached hereto.

III. AFFIRMATIVE REPRESENTATIONS

So long as the Note is participating in the PACE Program:

A. The Borrower has not nor will it ever make directly or indirectly a loan, grant or gift to the Originating Lender, Community, or their Affiliates, which will be used to secure, promote or otherwise influence the Originating Lender or the Community's ability or desire to make available Loan funds under the PACE Program.

B. The Borrower shall comply with all of the terms, conditions and reporting requirement of the PACE Program.

IV. TERMS OF THE INTEREST RATE BUYDOWN

A. Default. In the Event of a Default, the Escrow Agent will discontinue the Interest Rate Reduction payments and the Note will accrue interest at the Yield Rate.

B. Late or Partial Payments by the Borrower. If the Borrower makes a late payment or a partial payment, the Interest Rate Reduction payment will not be made and the interest rate from the period of the due date of the payment until the payment is received in full will be the Yield Rate, including any default rate provided for in the Note. If the late or partial payments are paid by the Borrower, Escrow Agent will resume making Interest Rate Reduction Payments on the next scheduled payment date, unless otherwise agreed to by BND.

C. Prepayments and Adjustment to Payment Schedule. In the event the Borrower makes a prepayment under the terms of the Note, BND may re-amortize the payment schedule labeled Exhibit A but such re-amortization shall not be effective unless received in writing by Originating Lender fifteen (15) days prior to the next payment due date under the Note. Any replacement payment schedule labeled Exhibit A received by Originating Lender shall replace the existing payment schedule with no further action or consent required by Borrower.

D. Partial Payment or Termination by the Community. In the event the Community makes a payment to the Escrow Agent which results in insufficient funding of the Community Buydown Amount or terminates its participation in PACE for the loan to the Borrower, the Community shall provide notice in writing to the Borrower, the Originating Lender and BND no less than fifteen (15) days prior to the next scheduled payment due date under the Note.

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

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Borrower:	LINCHPIN GROUP LLC
Program Option:	PACE

- The Escrow Agent shall discontinue to make Interest Rate Reduction payments.
- To the extent the Interest Buydown Amount paid by the Escrow Agreement does not reduce the interest expense to the interest expense calculated at the Borrowing Rate then the Borrower shall remit the difference to Originating Lender.
- The Borrower shall be responsible for the entire interest payment at the Yield Rate effective on the date of the next scheduled payment. From that point forward, this Addendum shall have no force or effect and any of the rights and obligations created herein shall be terminated and the Note and Related Documents, without regard to this Addendum or the Buydown Documents, shall govern the relationship between the Originating Lender and the Borrower.

E. Termination of PACE Program. In the event that funding under the PACE Program is terminated for any reason, this Agreement shall have no force or effect and any obligation of BND, the Community and the Escrow Agent to pay the Interest Buydown Amount shall cease.

LINCHPIN GROUP LLC

By:_____

Title:_____

STARION BANK

By:_____

Title:_____

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	LINCHPIN GROUP LLC	
Program Option:	PACE	

INTEREST BUYDOWN AGREEMENT
PACE PROGRAM

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

TERMS OF THE INTEREST RATE BUYDOWN

SECTION 2.01. Interest Buydown Amount. BND and the Community agree on the terms and conditions

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Borrower:	LINCHPIN GROUP LLC	
Program Option:	PACE	

set forth in this Agreement to buy down the interest from the Yield Rate to the Borrowing Rate for the Loan.

1. Interest Payments. BND and the Community shall make Interest Buydown Amount payments to the Escrow Agent as provided for in the attached payment schedule labeled Exhibit A.

2. Method of Payment. BND and the Community shall make each payment to the Escrow Agent as provided by the Buydown Documents no later than the date when due as defined by the Note in lawful money of the United States in immediately available funds unless otherwise expressly provided for. Whenever any payment to be made under the Buydown Documents shall be stated to be due on a Saturday, Sunday, or a public holiday, or the equivalent for banks generally under the laws of the State of North Dakota, the payment shall be made on the next succeeding Business Day.

3. Disbursement of the Interest Buydown Amount. The Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out and described in the payment schedule labeled Exhibit A subject to the Note.

4. Default by the Borrower. In the event of a default by the Borrower, as defined in the Note, or a Default as defined in the Addendum to Promissory Note Pace Program given for the Note, the Escrow Agent shall discontinue any payments required under the Buydown Documents until such time as the Default is cured.

5. Late or Partial Payments by the Borrower. If the Borrower makes a late payment or a partial payment, the Interest Rate Reduction payment will not be made and the interest rate from the period of the payment date of the payment until the payment is received will be the Yield Rate, including any default rate provided for in the Note. If the late or partial payments are paid by the Borrower, Escrow Agent will resume making Interest Buydown Amount on the next scheduled payment date, unless otherwise agreed to by BND.

6. Prepayments and Adjustment to Payment Schedule. In the event the Borrower makes a prepayment under the terms of the Note, BND may re-amortize the payment schedule labeled Exhibit A but such re-amortization shall not be effective unless received in writing by the Originating Lender fifteen (15) days prior to the next payment due date under Note. Any replacement payment schedule labeled Exhibit A received by Originating Lender shall replace the existing payment schedule with no further action or consent required by Borrower.

7. Partial Payment or Termination by the Community. In the event the Community makes a payment to the Escrow Agent which results in insufficient funding of the Community Buydown Amount or terminates its participation in PACE for the loan to the Borrower, the Community shall provide notice in writing to the Borrower, the Originating Lender and BND no less than fifteen (15) days prior to the next scheduled payment due date under the Note.

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

   - The Escrow Agent shall discontinue to make Interest Rate Reduction payments.
   - To the extent the Interest Buydown Amount paid by the Escrow Agreement does not reduce the interest expense to the interest expense calculated at the Borrowing Rate then the Borrower shall remit the difference to Originating Lender.
   - The Borrower shall be responsible for the entire interest payment at the Yield Rate effective on the date of the next scheduled payment. From that point forward, this Addendum shall have no force or effect and any of the rights and obligations created herein shall be terminated and the Note and Related Documents, without regard to this Addendum or the Buydown Documents, shall govern the relationship between the Originating Lender and the Borrower.

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8. Termination of PACE Program. In the event that funding under the PACE Program is terminated for any reason, this Agreement shall have no force or effect and any obligation of BND, the Community and the Escrow Agent to pay the Interest Buydown Amount shall cease.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

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

1. Good Standing, and Due Qualification. The Community is in good standing under the laws of the State of North Dakota. The execution, delivery, and performance of this Agreement by the Community has been duly authorized by all necessary Persons.

2. Other Agreements. The Community is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower, Originating Lender or their Affiliates, or the ability of the Borrower, Originating Lender or their Affiliates to carry out the Borrower's and the Originating Lender's obligations under the Note and Related Documents. The Community and the Community's Affiliates are not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to the performance of the Note and Related Documents.

3. Sufficient Funds. The Community has or will make available sufficient funds to finance the Community Buydown Amount or Community In-kind Commitment Amount. This includes pledging revenue producing mechanisms which the Community is statutorily authorized to pledge or impose. Revenue producing mechanisms include but are not limited to any bond or mill levy or other tax which may be pledged or imposed for the purpose of economic development.

4. Source of Funds. The Community Buydown Amount or Community In-kind Commitment Amount does not nor will it ever be derived directly or indirectly from a loan, grant or gift from the Borrower or the Borrower's Affiliate or a contribution from Originating Lender or Originating Lender's Affiliate which is greater than the Originating Lender or its Affiliate would normally contribute to the Community's economic development efforts. The Community Buydown Amount may be in the form of a loan. Interest may begin to accrue, however, no repayment of principal or interest on the Community loan may commence until the PACE interest buydown amount has been fully expended.

5. Litigation. There is no pending or threatened action or proceeding against or affecting the Community before any court, governmental agency, or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.

6. No Defaults on Outstanding Judgments or Orders. The Community has satisfied all judgments, and is not in default with respect to any judgment, writ, injunction, decree, rule, or regulation or any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign, which materially adversely affects the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.

ARTICLE IV

AFFIRMATIVE COVENANTS

SECTION 4.01. Notice of Adverse Actions. So long as the Loan remains unpaid, all parties to this Agreement shall promptly after the commencement thereof, provide all parties notice of all actions, suits, and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality,

domestic or foreign, affecting the parties which could have a material adverse effect on the Community's ability to perform under the Note and Related Documents.

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

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

1. Job Creation: The Community and the Borrower may utilize job creation or investment as the metric for the PACE interest rate buydown program. The Borrower shall meet the agreed upon job creation or minimum investment for the duration of this Agreement to receive the buydown funding. Evidence of the required job creation must be reported each year to the satisfaction of BND with up to three years to reach the agreed upon job creation level. BND is responsible for tracking compliance with this requirement so long as the Loan is participated in the PACE program.

	Minimum Investment	Jobs Created	BND Buydown
Tier One	$750,000 to $1,200,000	2 - 5	$100,000
Tier Two	$1,200,001 to $2,200,000	6 – 10	$200,000
Tier Three	$2,200,001 to $3,500,000	11 – 15	$300,000
Tier Four	$3,500,001 to $4,500,000	16 – 20	$400,000
Tier Five	$4,500,001 +	20 +	$500,000

2. Donations, Gifts or Loans. The Borrower has not nor will it ever make directly or indirectly a loan, grant or gift to the Originating Lender, Community, or their Affiliates, which will be used to secure, promote or otherwise influence, the Originating Lender's or Community's ability or desire to make available Loan funds under the PACE Program.

ARTICLE V

CONDITIONS PRECEDENT

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

1. Evidence of all Corporate Action by the Community. BND may request certified copies of all corporate action taken by the Community, including resolutions of its Board of Directors, or certified copies of the official minutes of the appropriate governing body, or the equivalent thereof, authorizing the execution, delivery, and performance of the Buydown Documents to which it is a party and each other document to be delivered pursuant to this Agreement.

2. Opinion of Counsel for the Community. A favorable opinion of counsel for the Community in substantially the form of Exhibit B and as to such other matters as BND may reasonably request. Exhibit B shall also certify the names and true signatures of the officers of the Community authorized to sign the Buydown Documents to which it is a party and each other document to be delivered by the Community under this Agreement.

3. Buydown Documents as required by the PACE Program from all parties to this Agreement.

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

ARTICLE VI

MISCELLANEOUS

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Borrower:	LINCHPIN GROUP LLC	
Program Option:	PACE	

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

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

Community:	CITY OF FARGO 225 4TH ST N FARGO, ND 58102-4809
BND:	BANK OF NORTH DAKOTA PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Commercial Loan Department
Borrower:	LINCHPIN GROUP LLC 318 E BROADWAY AVE BISMARCK ND 58501

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

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

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

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

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

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

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

SECTION 6.09. Severability of Provisions. Any provision of any Buydown Document which is prohibited, unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or lack of authorization without invalidating the remaining provisions of the Buydown Documents or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

SECTION 6.10. Headings. Article and Section headings in the Buydown Documents are included for the

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Borrower:	LINCHPIN GROUP LLC	
Program Option:	PACE	

convenience of reference only and shall not constitute a part of the applicable Buydown Documents for any other purpose.

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

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

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

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

CITY OF FARGO

By:_____

Its:_____

BANK OF NORTH DAKOTA

By: Kayler Hausauer
Kayler R Hausauer
Its: Business Banker

LINCHPIN GROUP LLC

By:_____

Title:_____

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Borrower:	LINCHPIN GROUP LLC
Program Option:	PACE

ESCROW AGREEMENT
PACE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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Borrower:	LINCHPIN GROUP LLC	
Program Option:	PACE	

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Notice of Final Disbursal and Termination. Upon final Interest Rate Reduction disbursement or termination of the Interest Buydown Agreement, the Escrow Agent will disburse any remaining amounts held under this Agreement to the Community and the PACE Fund according to their respective shares of the remaining balance. This Agreement will be considered terminated upon return of funds or final Interest Rate Reduction

disbursement and shall have no further duties or obligations to any party other than, upon request, to provide a final accounting of receipts and disbursements.

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

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

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

Community:	CITY OF FARGO 225 4TH ST N FARGO, ND 58102-4809
BND:	BANK OF NORTH DAKOTA, Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Financial Institutions Market
Escrow Agent:	BANK OF NORTH DAKOTA, Escrow Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Trust Department
Lender:	STARION BANK PO BOX 777 BISMARCK ND 58502-0777

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

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

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

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

Section 13. Headings. Article and Section headings in this Agreement are for the convenience of

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Borrower:	LINCHPIN GROUP LLC	
Program Option:	PACE	

reference only and shall not constitute a part of this Agreement for any other purpose.

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

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

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

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

BANK OF NORTH DAKOTA, BND

Kaylen Hausauer

Kaylen R Hausauer
Title: Business Banker

BANK OF NORTH DAKOTA, Escrow Agent

Carrie Willits

Title: ESCROW OFFICER

CITY OF FARGO

_____

Title:_____

Please select Community's preferred billing option:

- ☐ One-Time Payment (PV)
- ☐ Annually
- ☐ Semi-Annually
- ☐ Quarterly
- ☐ Monthly
- ☒ Property tax exemption

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Borrower:	LINCHPIN GROUP LLC	
Program Option:	PACE	

COMMUNITY PACE
INTEREST BUYDOWN AUTHORIZATION

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

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

The Borrower's rate will be bought down approximately **3.40%** below the Yield Rate as defined in the Escrow Agreement Pace Program at the time of closing of the Loan to the Borrower, unless otherwise agreed to in writing.

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

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

_____
Community Authorized Representative

_____
(Please type or print name above)

Exhibit A: Linchpin Group, LLC

LOAN TYPE: PACE
LOAN NUMBER:
LEAD BANK:

NOTE: The borrower and originating lender should be aware that the fund will provide a set stream of subsidy payments (interest buydown) based upon the payment schedule below. The amount of the borrower's payment, the amortization and all other terms of the loan shall be governed by the promissory note.
The balances shown here, other than the specific buydown amounts, are intended for illustrative purposes only.

Buydown Account Details

INTEREST BUYDOWN AMOUNT:	$200,000.00
BND BUYDOWN AMOUNT:	$200,000.00
COMMUNITY IN-KIND COMMITMENT:	$107,692.29
PRESENT VALUE BND:	$198,248.74
CREATED DATE:	4/29/2022

Loan without buydown

PRINCIPAL:	$1,747,132.00
YIELD RATE:	4.40
AMORTIZATION (MONTHS):	240
PAYMENT:	$11,019.45

Period	Payment	Principal	Interest	Balance
1	$11,019.45	$4,613.30	$6,406.15	$1,742,518.70
2	$11,019.45	$4,417.24	$6,602.21	$1,738,101.46
3	$11,019.45	$4,433.98	$6,585.47	$1,733,667.48
4	$11,019.45	$4,662.67	$6,356.78	$1,729,004.81
5	$11,019.45	$4,468.44	$6,551.01	$1,724,536.37
6	$11,019.45	$4,696.15	$6,323.30	$1,719,840.22
7	$11,019.45	$4,503.17	$6,516.28	$1,715,337.05
8	$11,019.45	$4,520.23	$6,499.22	$1,710,816.82
9	$11,019.45	$5,164.65	$5,854.80	$1,705,652.17
10	$11,019.45	$4,556.92	$6,462.53	$1,701,095.25
11	$11,019.45	$4,782.10	$6,237.35	$1,696,313.15
12	$11,019.45	$4,592.31	$6,427.14	$1,691,720.84
13	$11,019.45	$4,816.47	$6,202.98	$1,686,904.37
14	$11,019.45	$4,627.96	$6,391.49	$1,682,276.41
15	$11,019.45	$4,645.49	$6,373.96	$1,677,630.92
16	$11,019.45	$4,868.14	$6,151.31	$1,672,762.78
17	$11,019.45	$4,681.54	$6,337.91	$1,668,081.24
18	$11,019.45	$4,903.15	$6,116.30	$1,663,178.09
19	$11,019.45	$4,717.85	$6,301.60	$1,658,460.24
20	$11,019.45	$4,735.73	$6,283.72	$1,653,724.51
21	$11,019.45	$5,157.92	$5,861.53	$1,648,566.59
22	$11,019.45	$4,773.21	$6,246.24	$1,643,793.38
23	$11,019.45	$4,992.21	$6,027.24	$1,638,801.17
24	$11,019.45	$4,810.21	$6,209.24	$1,633,990.96
25	$11,019.45	$5,028.15	$5,991.30	$1,628,962.81
26	$11,019.45	$4,847.49	$6,171.96	$1,624,115.32
27	$11,019.45	$4,865.86	$6,153.59	$1,619,249.46
28	$11,019.45	$5,082.20	$5,937.25	$1,614,167.26
29	$11,019.45	$4,903.55	$6,115.90	$1,609,263.71
30	$11,019.45	$5,118.82	$5,900.63	$1,604,144.89
31	$11,019.45	$4,941.52	$6,077.93	$1,599,203.37
32	$11,019.45	$4,960.25	$6,059.20	$1,594,243.12
33	$11,019.45	$5,563.60	$5,455.85	$1,588,679.52
34	$11,019.45	$5,000.12	$6,019.33	$1,583,679.40
35	$11,019.45	$5,212.63	$5,806.82	$1,578,466.77
36	$11,019.45	$5,038.81	$5,980.64	$1,573,427.96
37	$11,019.45	$5,250.21	$5,769.24	$1,568,177.75
38	$11,019.45	$5,077.80	$5,941.65	$1,563,099.95
39	$11,019.45	$5,097.04	$5,922.41	$1,558,002.91

Loan with buydown

PRINCIPAL:	$1,747,132.00
BORROWING RATE:	1.00
AMORTIZATION (MONTHS):	240

Period	Payment	Principal	Interest	Balance
1	$6,069.24	$4,613.30	$1,455.94	$1,742,518.70
2	$5,917.74	$4,417.24	$1,500.50	$1,738,101.46
3	$5,930.68	$4,433.98	$1,496.70	$1,733,667.48
4	$6,107.39	$4,662.67	$1,444.72	$1,729,004.81
5	$5,957.31	$4,468.44	$1,488.87	$1,724,536.37
6	$6,133.26	$4,696.15	$1,437.11	$1,719,840.22
7	$5,984.14	$4,503.17	$1,480.97	$1,715,337.05
8	$5,997.33	$4,520.23	$1,477.10	$1,710,816.82
9	$6,495.29	$5,164.65	$1,330.64	$1,705,652.17
10	$6,025.68	$4,556.92	$1,468.76	$1,701,095.25
11	$6,199.68	$4,782.10	$1,417.58	$1,696,313.15
12	$6,053.02	$4,592.31	$1,460.71	$1,691,720.84
13	$6,226.24	$4,816.47	$1,409.77	$1,686,904.37
14	$6,080.57	$4,627.96	$1,452.61	$1,682,276.41
15	$6,094.12	$4,645.49	$1,448.63	$1,677,630.92
16	$6,266.17	$4,868.14	$1,398.03	$1,672,762.78
17	$6,121.97	$4,681.54	$1,440.43	$1,668,081.24
18	$6,293.22	$4,903.15	$1,390.07	$1,663,178.09
19	$6,150.03	$4,717.85	$1,432.18	$1,658,460.24
20	$6,163.85	$4,735.73	$1,428.12	$1,653,724.51
21	$6,490.09	$5,157.92	$1,332.17	$1,648,566.59
22	$6,192.81	$4,773.21	$1,419.60	$1,643,793.38
23	$6,362.04	$4,992.21	$1,369.83	$1,638,801.17
24	$6,221.40	$4,810.21	$1,411.19	$1,633,990.96
25	$6,389.81	$5,028.15	$1,361.66	$1,628,962.81
26	$6,250.21	$4,847.49	$1,402.72	$1,624,115.32
27	$6,264.40	$4,865.86	$1,398.54	$1,619,249.46
28	$6,431.58	$5,082.20	$1,349.38	$1,614,167.26
29	$6,293.53	$4,903.55	$1,389.98	$1,609,263.71
30	$6,459.87	$5,118.82	$1,341.05	$1,604,144.89
31	$6,322.87	$4,941.52	$1,381.35	$1,599,203.37
32	$6,337.34	$4,960.25	$1,377.09	$1,594,243.12
33	$6,803.57	$5,563.60	$1,239.97	$1,588,679.52
34	$6,368.15	$5,000.12	$1,368.03	$1,583,679.40
35	$6,532.36	$5,212.63	$1,319.73	$1,578,466.77
36	$6,398.05	$5,038.81	$1,359.24	$1,573,427.96
37	$6,561.40	$5,250.21	$1,311.19	$1,568,177.75
38	$6,428.18	$5,077.80	$1,350.38	$1,563,099.95
39	$6,443.04	$5,097.04	$1,346.00	$1,558,002.91

Period	Interest Buydown	BND (100.00%)
1	$4,950.21	$4,950.21
2	$5,101.71	$5,101.71
3	$5,088.77	$5,088.77
4	$4,912.06	$4,912.06
5	$5,062.14	$5,062.14
6	$4,886.19	$4,886.19
7	$5,035.31	$5,035.31
8	$5,022.12	$5,022.12
9	$4,524.16	$4,524.16
10	$4,993.77	$4,993.77
11	$4,819.77	$4,819.77
12	$4,966.43	$4,966.43
13	$4,793.21	$4,793.21
14	$4,938.88	$4,938.88
15	$4,925.33	$4,925.33
16	$4,753.28	$4,753.28
17	$4,897.48	$4,897.48
18	$4,726.23	$4,726.23
19	$4,869.42	$4,869.42
20	$4,855.60	$4,855.60
21	$4,529.36	$4,529.36
22	$4,826.64	$4,826.64
23	$4,657.41	$4,657.41
24	$4,798.05	$4,798.05
25	$4,629.64	$4,629.64
26	$4,769.24	$4,769.24
27	$4,755.05	$4,755.05
28	$4,587.87	$4,587.87
29	$4,725.92	$4,725.92
30	$4,559.58	$4,559.58
31	$4,696.58	$4,696.58
32	$4,682.11	$4,682.11
33	$4,215.88	$4,215.88
34	$4,651.30	$4,651.30
35	$4,487.09	$4,487.09
36	$4,621.40	$4,621.40
37	$4,458.05	$4,458.05
38	$4,591.27	$4,591.27
39	$4,576.41	$4,576.41

40	$11,019.45	$5,306.77	$5,712.68	$1,552,696.14
41	$11,019.45	$5,136.46	$5,882.99	$1,547,559.68
42	$11,019.45	$5,345.06	$5,674.39	$1,542,214.62
43	$11,019.45	$5,176.17	$5,843.28	$1,537,038.45
	$473,836.35	**$210,093.55**	**$263,742.80**	

40	$6,605.11	$5,306.77	$1,298.34	$1,552,696.14
41	$6,473.50	$5,136.46	$1,337.04	$1,547,559.68
42	$6,634.69	$5,345.06	$1,289.63	$1,542,214.62
43	$6,504.19	$5,176.17	$1,328.02	$1,537,038.45
	$270,035.12	**$210,093.55**	**$59,941.57**	

40	$4,414.34	$4,414.34
41	$4,545.95	$4,545.95
42	$4,384.76	$4,384.76
43	$714.03	$714.03
	$200,000.00	**$200,000.00**

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE RELATING TO
CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

1-0305. Classification of ordinance violations.

* * * *

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

7. For a violation of the following ordinances, a fee of $100.00.

Section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-0920 (size, weight, and load restrictions of vehicles operated within the city), section 8-0924 (restricted use of streets and highways), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0326 (urinating in public), section 25-1518(A) (selling/consuming alcohol in public), section 25-1518(B) (possessing/consuming alcohol in public building).

* * * *

Section 2. Penalty.

A person who violates ordinance sections 8-0920 or 8-0924 shall be deemed to have committed a non-criminal offense and shall pay a fee of $100 as provided in Section 1-0305 of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

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

_____
Dr. Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21-01
OF CHAPTER 21 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL BUILDING CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby re-enacted to read as follows:

ARTICLE 21-01
INTERNATIONAL BUILDING CODE -- ADOPTION – MODIFICATIONS

Section
21-0101 International Building Code adopted.
21-0102 Modification of International Building Code.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

21-0101. International Building Code adopted.—The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the city of Fargo, North Dakota, shall meet with the provisions of the rules and regulations of the 2021 Edition of the International Building Code of the International Code Council as the same are now established in said code, a copy of which is on file in the office of the building inspector for the city of Fargo, with the exception of the sections hereinafter set forth affecting local conditions in the city of Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Building code; and the board of city commissioners of said city of Fargo, by this section hereby approves and adopts such rules and regulations, as so modified, for use and application in the city of Fargo, North Dakota, and within the extra-territorial zoning jurisdiction of the city.

21-0102. Modification of International Building Code.—The International Building Code as adopted in § 21-0101 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

> **101.1 Title.** These regulations shall be known as the Building Code of ~~(NAME OF JURISDICTION)~~ the City of Fargo hereinafter referred to as "this code."

Section 101.4.3 is hereby amended to read as follows:

> **101.4.3 Plumbing.** The provisions of the ~~International Plumbing Code~~ North Dakota State Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the ~~International Private Sewage Disposal Code~~ North Dakota State Plumbing Code shall apply to private sewage disposal systems.

Section 103.1 is hereby amended to read as follows:

> **103.1 Creation of enforcement agency.** The Inspections Department ~~[INSERT NAME OF DEPARTMENT]~~ is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104.2.1 is hereby deleted in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 104.8.1 is hereby amended to read as follows:

104.8.1 Legal Defense. Any suit or criminal complaint instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection provided by the city's insurance pool and immunities and defenses provided by other applicable state and federal laws and shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code. This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 104.10.1 is hereby deleted in its entirety.

Section 105.2 is hereby amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

* * * *

2. Fences not over ~~7~~ 8.5 feet high.

* * * *

6. Sidewalks and driveways ~~not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route~~.

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

11. Swings and other playground equipment ~~accessory to detached one- and two-family dwellings~~.

12. Window awnings ~~in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support~~.

14. Reroofing.

Section 107.2.6.1 is hereby deleted in its entirety.

Section 107.3.1 is hereby amended to read as follows:

107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp.~~, as "Reviewed for Code Compliance."~~ One set of construction documents so reviewed shall be retained by the Building Official. ~~The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.~~

Section 109.2 is hereby amended to read as follows:

109.2 Schedule of permit fees. Where a permit is required, a fee for each permit and plan review shall be paid as required, in accordance with the schedule as established by the ~~applicable governing authority~~ Board of City Commissioners. The plan review fees specified in this subsection are separate from, and in addition to, permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged in an amount not to exceed 10% of the building permit fee established in Section 109.2.

Section 110.3.3 is hereby deleted in its entirety.

Section 110.3.12.1 is hereby deleted in its entirety.

Section 305.2 is hereby amended to read as follows:

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

305.2 Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than ~~five~~ twelve children older than 2 ½ years of age who receive educational, supervision or personal care services for fewer than 24 hours per day.

Section 305.2.2 is hereby amended to read as follows:

305.2.2 ~~Five~~ Twelve or fewer children. A facility having ~~five~~ twelve or fewer children receiving such day care shall be classified as part of the primary occupancy.

Section 305.2.3 is hereby amended to read as follows:

305.2.3 ~~Five~~ Twelve or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having ~~five~~ twelve or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 308.5 is hereby amended to read in part as follows:

308.5 Institutional Group I-4 Daycare facilities. Institutional Group I-4 occupancy shall include buildings and structures occupied by more than ~~five~~ twelve persons of any age who receive custodial care for fewer than 24 hours per day by persons other than parents or guardians; relatives by blood, marriage or adoption; and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

Adult day care

Child day care

Section 308.5.1 is hereby amended to read in part as follows:

308.5.1 Classification as a Group E. Every child day care facility that provides care for more than ~~five~~ twelve but not more than 100 children 2 ½ years or less of age, where the rooms in which the children are cared for are located on a level of exit discharge serving such rooms and each of these child care rooms has an exit door directly to the exterior, shall be classified as Group E.

Section 308.5.3 is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

308.5.3 ~~Five~~ Twelve or fewer persons receiving care. A facility having ~~five~~ twelve or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

Section 308.5.4 is hereby amended to read as follows:

Section 308.5.4 ~~Five~~ Twelve or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit having ~~five~~ twelve or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 406.3.2.1 The last sentence of this section is hereby deleted as follows:

~~Doors shall be self-closing and self-latching.~~

Section 802.4 is hereby deleted in its entirety.

Section 905.1 is hereby amended to add an exception to read as follows:

Exception: The installation of fire hose on standpipes may be omitted when approved by the local fire code official. Approved standpipe hose valves and connections shall be provided where required.

Section 907.2.11.1 is hereby amended to read as follows:

907.2.11.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

* * * *

4. In sleeping units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches or more, smoke alarms shall be installed in the hallway and in the adjacent room.

Section 907.2.11.2 is hereby amended to read as follows:

907.2.11.2 Groups R-2, R-3, R-4 and I-1. Single- or multiple station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

4. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping room exceeds that of the hallway by 24 inches or more, smoke alarms shall be installed in the hallway and in the adjacent room.

Section 1003.3.1 is hereby amended as follows:

* * * *

An approved barrier shall be provided where the vertical clearance above a circulation path is less than 80 inches (2032 mm) high above the finished floor. ~~The leading edge~~ A portion of such a barrier shall be located 27 inches (686 mm) maximum above the finished floor.

Section 1009.8.1 is hereby amended to read as follows:

1009.8.1 System requirements. Two-way communication systems shall provide communication between each required location and the fire command center or a central control point location approved by the fire department. Where the central control point is not a constantly attended location, the two-way communication system shall have timed, automatic telephone dial-out capability that provides two-way communication with an approved supervising station ~~or 9-1-1~~. The two-way communication system shall include both audible and visible signals.

Section 1011.1 Exceptions are hereby amended to read as follows.

1. Within rooms or spaces used for assembly purposes, stepped aisles shall comply with Section 1030.

2. A stairway complying with section 1011 except where in a B, F, M, S or U that serves an area of 750 sf or less, and is not open to the public, that has a maximum riser height of 8 inches and a minimum tread depth of 9 inches, has a minimum width of 36 inches and has at least one handrail that terminates at the top and bottom riser and otherwise complies with section 1014.

Section 1011.5.2 Exceptions are hereby amended to read as follows:

Section 1011.5.2 Exceptions:

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units; the maximum riser height shall be ~~7 ¾ inches~~ (197 mm) 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches; and the minimum winder tread depth shall be 6 inches (152mm). A nosing projection not less than ¾ inch (19.1mm) but not more than 1 ¼ inches (32mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279mm).

Section 1015.2 is hereby amended to read as follows:

1015.2 Where required. Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings, that are located more than 30 inches(762 mm) ~~measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side~~ above the floor or grade below or if within 36 inches (914 mm) horizontally to the edge of the open side of the vertical measurement to the floor or grade below is greater than 48 inches. Guards shall be adequate in strength and attachment in accordance with section 1607.9.

Section 1104.4 Exceptions are hereby amended to read as follows:

Section 1104.4 Exceptions:

1. An accessible route is not required to stories, mezzanines and occupied roofs that have an ~~aggregate~~ area of not more than 3,000 square feet (278.7 m^2), or are in a building 2 stories or less above grade plane and are located above ~~and~~ or below accessible levels. This exception shall not apply to:

* * * *

Section 1202.1 is hereby amended to read as follows:

1202.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1202.5, or mechanical ventilation in accordance with the International Mechanical Code.

~~Where the air infiltration rate in a dwelling unit is less than 5 air changes per hour where tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section R402.4.1.2 of the International Energy Conservation Code—Residential Provisions, the dwelling unit shall be ventilated by mechanical means in accordance with~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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~~Section 403 of the International Mechanical Code. Ambulatory care facilities and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407 of the International Mechanical Code.~~

Section 1204.4.4 is hereby deleted in its entirety.

Sections 1206 is hereby deleted in its entirety.

Section 1402.6 is hereby deleted in its entirety.

Section 1402.7 is hereby deleted in its entirety.

Section 1601.1 is hereby amended to read as follows:

> **1601.1 Scope.** The provisions of this chapter shall govern the structural design of buildings, structures and portions thereof regulated by this code.
>
> It shall not be the responsibility of the building official to determine engineering requirements of this code. Exclusive of the conventional light-frame wood construction provisions referenced in Section 2308, the method to resist loads as referenced in this chapter is the responsibility of a structural engineer or other qualified design professional.

Section 1610.1 exception is hereby amended to read as follows:

> **Exception:** Foundation walls extending not more than ~~8~~ 9 feet ~~(2438 mm)~~ below grade and laterally supported at the top by flexible diaphragms shall be permitted to be designed for active pressure.

Section 1612 is hereby deleted in its entirety.

Section 1804.4 is hereby deleted in its entirety and the following text enacted:

> **Section 1804.4 Site Grading.** Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection. Lots shall be graded to drain surface water away from foundation walls.
>
> The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Section 1804.5 is hereby deleted in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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Section 1805.1.2.1 is hereby deleted in its entirety.

Section 1809.5 is hereby amended to add a new exception as follows:

1809.5 Frost protection. Except where otherwise protected from frost…

* * * *

4. Free-standing buildings used as Group U occupancies for the storage of private or pleasure-type motor vehicles constructed in accordance with Sections 406.3.1.

Section 2901.1 is hereby amended to read as follows:

Section 2901.1 Scope. The provisions of this chapter and the North Dakota State Plumbing Code ~~International Plumbing Code~~ shall govern the design, construction, erection and installation of plumbing components, appliances, equipment and systems used in buildings and structures covered by this code. Toilet and bathing rooms shall be constructed in accordance with Section 1210. Private sewage disposal systems shall conform to the North Dakota State Plumbing Code ~~International Private Sewage Disposal Code~~. The International Fire Code, the International Property Maintenance Code and the North Dakota State Plumbing Code ~~International Plumbing Code~~ shall govern the use and maintenance of plumbing components, appliances, equipment and systems. The International Existing Building Code and the North Dakota State Plumbing Code ~~International Plumbing Code~~ shall govern the alteration, repair, relocation, replacement and addition of plumbing components, appliances, equipment and systems.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Effective Date.

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

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

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.1-01 OF CHAPTER 21.1 OF THE FARGO MUNICIPAL CODE RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.1

INTERNATIONAL RESIDENTIAL CODE

Article

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

21.1-01 International Residential Code--Adoption—Amendments, §§ 21.1-0101 to 21.1-0102

ARTICLE 21.1-01

Section
21.1-0101 Adoption of International Residential Code by Reference
21.1-0102 Amendment to International Residential Code

21.1-0101. Adoption of International Residential Code by Reference.--There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Residential Code recommended and compiled by the International Code Council, being particularly the 2021 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.1-0102. Amendment to International Residential Code.--The International Residential Code as adopted in Section 21.1-0101 is hereby changed and amended as follows:

Section R101.1 is hereby amended to read as follows:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such and will be referred to herein as "this code."

Section R104.8 is hereby amended to read as follows:

R104.8. Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section R104.10.1 is hereby deleted in its entirety.

Section R105.2 is hereby amended to read as follows:

R105.2 Work exempt from permit. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Other than storm shelters, one-story detached accessory structures, provided the floor area does not exceed ~~200 (18.58m^2)~~ 120 square feet.

2. Fences not over ~~7 (2134 mm)~~ 8.5 feet high.

* * * *

7. ~~Prefabricated~~ Swimming pools that are less than 24 inches (610 mm) deep.

* * * *

10. Decks not exceeding ~~200 (18.58 m^2)~~ 120 square feet in area, that are not more than ~~30 (762mm)~~ 7 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

Section R105.3.1.1 is hereby deleted in its entirety.

Section R106.1.4 is hereby deleted in its entirety.

Section R106.4 is hereby deleted in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section R108.3 is hereby amended to read as follows:

R108.3 Building permit valuations. Building permit valuation shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing equipment and other permanent systems, including materials and labor. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

Section R201.3 is hereby amended to read as follows:

R201.3 Terms defined in other codes. Where terms are not defined in this code such terms shall have the meanings ascribed in other code publications of the International Code Council. Wherever the term 'International Plumbing Code' or 'International Private Sewage Disposal Code' is used in the International Residential Code, it shall mean the North Dakota State Plumbing Code. Wherever the term 'ICC Electrical Code' is used in the International Residential Code, it shall mean the National Electrical Code together with the North Dakota State Wiring Standards. Wherever reference is made to flood plain requirements, it shall mean the Fargo Flood Plain Management Ordinance together with the Fargo Flood Proofing Code (Fargo Municipal Code Article 21-06).

Table R301.2 is hereby amended to read as follows:

Table 301.2(1)
Climactic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
	Speed (mph)	Topographic Effects	Special Wind Region	Windborne Debris Zone		Weathering	Frost Line Depth	Termite					
50	115	No	No	No	Zone A	Severe	4.5'	None	-18°	Yes	1978	4000	41.5°

Manual J Design Criteria

Elevation	Latitude	Winter Heating	Summer Cooling	Altitude Correction Factor	Indoor Design Temperature	Design Temperature Cooling	Heating Temperature Difference
869	46	-17°	88°	None	70°	75°	87°
Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity	
13°	15 mph	7.5 mph	70	M	30%	50%	

Section R301.2.4 is hereby deleted in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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Table R302.1(1) Exterior Walls. The fourth column is hereby amended as follows:

0 feet
~~≥ 5~~ 3 feet
< 2 feet
≥ 2 feet to ~~< 5~~ 3 feet
~~≥ 5~~ 3 feet
< 3 feet
3 feet
5 feet
< 3 feet
3 feet

Section R302.5.1 is hereby amended to read as follows:

R302.5.1 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1⅜ inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1⅜ inches (35 mm) thick, or 20-minute fire-rated doors~~, equipped with a self-closing device or automatic-closing device~~.

Section R307.1 is hereby amended to read as follows:

Section R307.1 Space required. Fixtures shall be spaced in accordance with the requirements of the North Dakota State Plumbing Code and Figure R307.1, ~~and in accordance with the requirements of Section P2705.1~~ with the exception of the clearance in front of the water closets and bidets which shall be at least 24 inches.

Section R309.3 is hereby deleted in its entirety.

Section R310.2.3 is hereby amended to add the following exception:

Exception: Below grade emergency escape and rescue windows shall have a maximum sill height of 48 inches.

Section R310.4.2 is hereby amended to read as follows:

R310.4.2 Ladder and steps. Area wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with an approved, permanently affixed ladder or steps~~.~~ usable with the window in the fully open position or shall be equipped with a permanently-attached

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platform at least 30 inches by 16 inches. The maximum distance between the top of the window well and a platform shall be 42 inches and shall not impede the operation of the window. The ladder or steps shall not be obstructed by the emergency escape and rescue opening where the window or door is in the open position. Ladders or steps required by this section shall not be required to comply with Section R311.7.

Section R310.4.2.1 is hereby amended to add the following exception:

Exception: Terraced window wells with a maximum of 24 inches per vertical rise and minimum of 12 inches per horizontal projection on each level shall also be allowed.

Section R311.3 exceptions are hereby amended to read as follows:

Exceptions:

1. Exterior balconies less than 60 square feet (5.6 m²) and only accessed from a door are permitted to have a landing that is less than 36 inches (914 mm) measured in the direction of travel.
2. A landing is not required on the outside of exterior doors other than the required egress door, where a stairway with a total rise of less than 30 inches (762 mm) is located on the exterior side of the door, provided the door does not swing over the stairway.

Section R311.3.1 exception is hereby amended to read as follows:

Exception: The landing or floor on the exterior side shall not be more than ~~7¾ (196 mm)~~ 8 inches below the top of the threshold provided the door does not swing over the landing or floor.

Where exterior landings or floors serving the required egress door are not at grade, they shall be provided with access to grade by means of a ramp in accordance with Section R311.8 or a stairway in accordance with Section R311.7.

Section R311.3.2 is hereby amended to read as follows:

R311.3.2 Floor elevations for other exterior doors. Doors other than the required egress door shall be provided with landings or floors not more than ~~7¾ (196 mm)~~ 8 inches below the top of the threshold.

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Exception: A top landing is not required where a stairway ~~of not more than two risers~~ with a total rise of less than 30 inches (762 mm) is located on the exterior side of the door, provided that the door does not swing over the stairway.

Section R311.7.5.1 is hereby amended to read as follows:

R311.7.5.1 Risers. The riser height shall be not more than ~~7¾ (196 mm)~~ 8 inches.
* * * *

Section R311.7.5.2 is hereby amended to add the following exception:

Exception: Where a landing is not provided or required by sections R311.3, R311.3.2, or R311.7.6, the top tread of a stair serving exterior doors other than the required exit door, and in-swinging doors opening into an attached garage, shall be permitted to exceed the smallest tread by more than 3/8 inch (9.5mm). Such a tread shall be at least 18 inches (457mm) measured in the direction of travel.

Section R311.7.5.2.1 is hereby amended to read as follows:

R311.7.5.2.1 Winder treads. Winder treads shall have a tread depth of not less than ~~10 (254 mm)~~ 9 inches measured between the vertical planes of the foremost projection of adjacent treads at the intersections with the walkline. * * * *

Section R311.7.6 exceptions are hereby amended to read as follows:

Exceptions:

1. A floor or landing is not required at the top of an interior flight of stairs, including stairs in an enclosed garage, provided a door does not swing over the stairs.
2. A landing is not required at the top of an exterior flight of stairs with a total rise of less than 30 inches, provided the door does not swing over the stairway.

Section R312.1.1 is hereby amended to read as follows:

Section 312.1.1 Where Required. Guards shall be provided for those portions of open-sided walking surfaces, including floors, stairs, ramps, and landings, that are located more than 30 inches (762mm) measured vertically to the floor or grade below ~~at any point~~ or to the bottom of any window well within 36 inches (914mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

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Section R313.1 is hereby amended to read as follows:

R313.1 Townhouse automatic fire sprinkler systems. An automatic residential sprinkler system shall be installed in townhouses~~.~~ which are located on a private street or private fire department access road that is required to be greater than 150 feet in length as required by Section 503 of the International Fire Code.

Section R313.2 is hereby deleted in its entirety.

Section R322 is hereby deleted in its entirety.

Section R327 is hereby deleted in its entirety.

Section R401.1 is hereby amended to read as follows:

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2(1) shall meet the provisions of Section R322~~.~~, the Fargo Floodproofing Code (Article 21-06), and any other applicable requirements of the city of Fargo. Wood foundations shall be designed and installed in accordance with AWC PWF.

* * * *

Section R401.3 exception is hereby deleted in its entirety.

Section R403.1.4.1 exceptions are hereby amended to read as follows:

Exceptions:

1. Protection of freestanding accessory structures ~~with an area of 600 square feet (56 m^2) or less,~~ of light-frame construction~~, with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
2. Protection of freestanding, accessory structures with an area of 400 square feet (37 m^2) or less, of other than light-frame construction, ~~with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
3. Uncovered decks need not be provided with footings that extend below the frost line.

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Section R404.1.3.2 is hereby amended to read as follows:

R404.1.3.2 Reinforcement for foundation walls. Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be provided in accordance with Table R404.1.2(1). Vertical reinforcement shall be provided in accordance with Table R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2(5), R404.1.2(6), R404.1.2(7), ~~or~~ R404.1.2(8)~~.~~, or Table R404.1.2(10) and Figure R404.1.2(1) or Table R404.1.2(11) and R404.1.2(2). * * * *

Table R404.1.2(10) is hereby adopted to read as follows:

Table R404.1.2(10)
Foundation Wall Reinforcing
Active Pressure = 45pcf

Minimum Reinforcement for Concrete Foundation Walls		
Wall Height (h) feet	**Wall Thickness (t) inches**	**Vertical Reinforcing**
8	**8**	**#4 @ 24" o.c.** **#5 @ 40" o.c.**
	10	**#4 @ 30" o.c.** **#5 @ 50" o.c.**
9	**8**	**#4 @ 18" o.c.** **#5 @ 28" o.c.**
	10	**#4 @ 24" o.c.** **#5 @ 36" o.c.**
10	**10**	**#4 @ 16" o.c.** **#5 @ 26" o.c.**

Notes:
1. Chart is based on an active soil pressure of 45 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength Fc^1 = 3,000 pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

Table R404.1.2(11) is hereby adopted to read as follows:

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Table R404.1.2(11) Foundation Wall Reinforcing
Active Pressure = 65 pcf

Minimum Reinforcement for Concrete Foundation Walls		
Wall Height (h) Feet	**Wall Thickness (t) inches**	**Vertical Reinforcing**
8	**8**	**#4 @ 18" o.c.** **#5 @ 26" o.c.** **#6 @ 40" o.c.**
	10	**#4 @ 24" o.c.** **#5 @ 36" o.c.** **#6 @ 52" o.c.**
9	**8**	**#4 @ 12" o.c.** **#5 @ 18" o.c.** **#6 @ 26" o.c.**
	10	**#4 @ 16" o.c.** **#5 @ 24" o.c.** **#6 @ 36" o.c.**
10	**10**	**#4 @ 12" o.c.** **#5 @ 18" o.c.** **#6 @ 24" o.c.**

Notes:

1. Chart is based on an active soil pressure of 65 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength Fc^1 = 3,000 pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

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Figures R404.1.2(1) and R404.1.2(2) are hereby adopted as shown:

FIGURE R404.1.2(1)

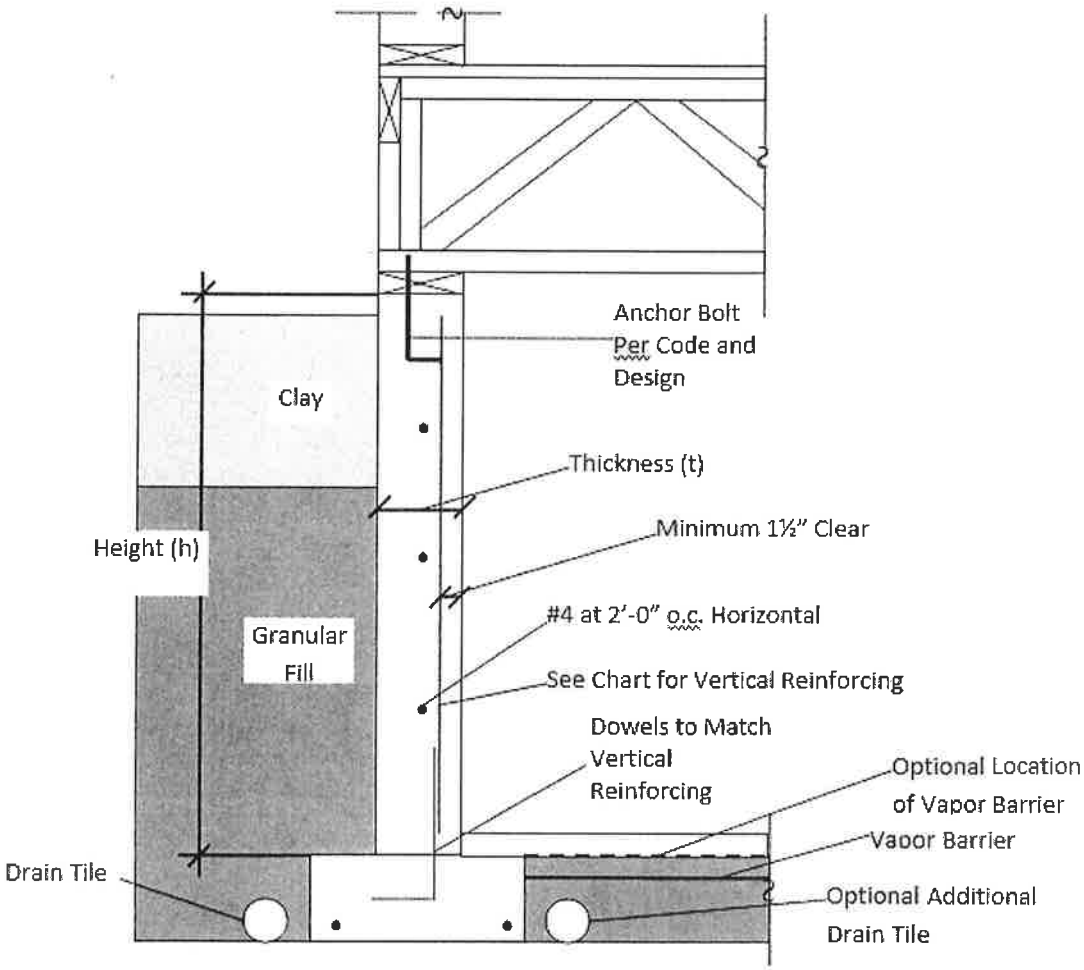

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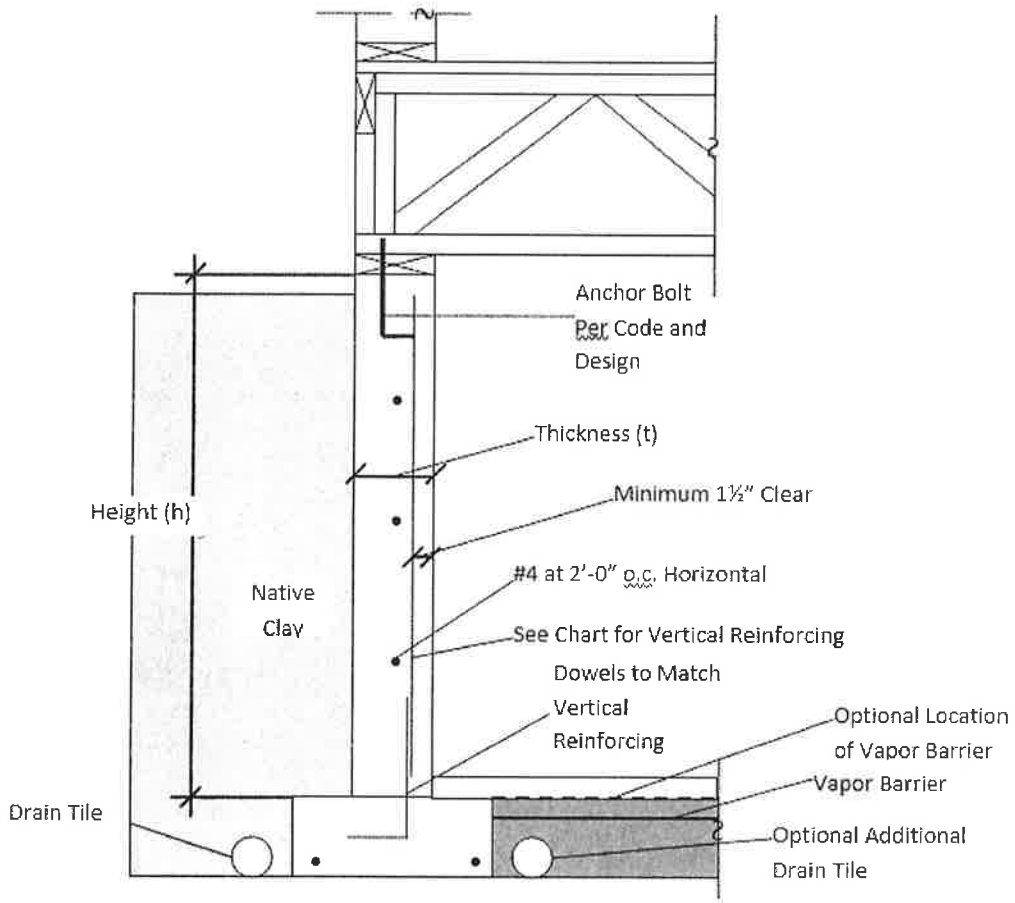
FIGURE R404.1.2(2)



Section R507.3 is hereby deleted in its entirety.

Table R507.3.1 is hereby deleted in its entirety.

Section R602.7.2 is hereby amended to read as follows:

> **R602.7.2 Rim board headers.** Rim board header size, material and span shall be in accordance with Table R602.7(1). Rim board headers shall be constructed in accordance with Figure R602.7.2 and shall be supported at each end by full-height studs. ~~The number of full-height studs at each end shall be not less than the number of studs displaced by half of the header span based on the maximum stud spacing in accordance with Table R607.3(5).~~ Rim board headers supporting concentrated loads shall be designed in accordance with accepted engineering practice.

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Section R602.7.5 is hereby amended to read as follows:

R602.7.5 Support for headers. Headers shall be supported on each end with one or more jack studs or with approved framing anchors in accordance with Table R602.7(1) or R602.7(2). The full-height stud adjacent to each end of the header shall be end nailed to each end of the header in accordance with Table R602.3(1). ~~The minimum number of full-height studs at each end of a header shall be in accordance with Table R602.7.5.~~

Table R602.7.5 is hereby deleted in its entirety.

Table N1102.1.2 (R402.1.2) is hereby amended to read as follows:

Maximum Assembly U-Factors and Fenestration Requirements

Climate Zone	Fenestration *U*-Factor[f]	****	Ceiling *U*-Factor	Frame Wall *U*-Factor	****	Basement Wall *U*-Factor
6	~~0.30~~ 0.32	****	~~0.024~~ 0.026	~~0.045~~ 0.057	****	~~0.050~~ 0.059

(balance of table remains unchanged.)

Table N1102.1.3 (R402.1.3) is hereby amended to read as follows:

Insulation Minimum *R*-Values and Fenestration Requirements by Component[a]

Climate Zone	Fenestration *U*-Factor[b,i]	Ceiling *R*-Value	Wood Frame Wall *R*-Value[g]	****	Basement[c, g] Wall *R*-Value
6	~~0.30~~ 0.32	~~60~~ 49	~~30 or 20 & 5ci[h] or 13 & 10ci[h] or 0 & 20ci[h]~~ 21 or 13 & 5ci[h]	****	~~15ci or 19 or 13 & 5ci~~ 10ci or 15

(balance of table remains unchanged.)

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Table N1102.4.1.1 (R402.4.1.1) is hereby amended to read as follows:

Air Barrier, Air Sealing and Insulation Installation[c]

Component	Air Barrier Criteria	Insulation Installation Criteria
Basement, crawl space and slab foundations	*(Text Unchanged)*	Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section N1102.2.10. Conditioned basement foundation wall insulation shall be installed in accordance with Section N1102.2.8.1. Slab-on-grade floor insulation shall be installed in accordance with Section N1102.2.10. Exterior foundation insulation shall be covered and flashed to protect it from exposure to light and weather to a minimum of 6 inches (152 mm) below grade and be covered by a minimum 6-mil polyethylene slip sheet over the entire surface.

(balance of table remains unchanged.)

* * * *

c. Sections referenced in this table are in the International Energy Conservation Code.

Section N1103.3.6 (R403.3.6) is hereby amended to read as follows:

N1103.3.6 (R403.3.6) Duct Leakage. The total leakage of the ducts, where measured in accordance with Section N1103.3.5, shall be as follows:

* * * *

3. A total leakage test shall not be required for ducts or air handlers that comply with Sections R403.3.2, Item 1.
~~Test for ducts within thermal envelope: Where all ducts and air handlers are located entirely within the building thermal envelope, total leakage shall be~~

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~~less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m2) of conditioned floor area.~~

A total leakage test shall not be required for ducts or air handlers that comply with Subsection 1 of Section N1103.3.2 (R403.3.2).

Section N1103.3.7 (R403.3.7) is hereby amended to read as follows:

N1103.3.7 (R403.3.7) Building cavities. Building framing cavities shall not be used as supply ducts ~~or plenums~~.

Section N1103.6.3 (R403.6.3) is hereby deleted in its entirety.

Section N1104.2 (R404.2) is hereby deleted in its entirety.

Section N1104.3 (R404.3) is hereby deleted in its entirety.

Table N1106.5 (R406.5) is hereby amended to read as follows:

Maximum Energy Rating Index

Climate Zone	Energy Rating Index
* * * *	* * * *
6	~~54~~ 58

(balance of table remains unchanged.)

Section M1301.1.1 is hereby deleted in its entirety.

Section M1401.5 is hereby deleted in its entirety.

Section M1502.4.2 is hereby amended to read as follows:

M1502.4.2 Duct Installation. Exhaust ducts shall be supported at intervals not to exceed ~~12 (3658 mm)~~ 4 feet and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints ~~shall be sealed in accordance with Section M1601.4.1 and shall~~ may be mechanically fastened. Ducts shall not be joined with screws. ~~or similar fastners that protrude more than 1/8 inch (3.2) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

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Section M1503.6 is hereby amended to read as follows:

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19m 3/S) shall be mechanically or passively provided with makeup air at a rate approximately equal to the exhaust air rate in excess of 400 cfm. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

Section 1503.6 Exception is hereby deleted in its entirety.

Section M1601.4.1 Exceptions are hereby amended to read as follows:

Exceptions:

* * * *

3. For ducts having a static pressure classification of less than 2 inches of water column (500 Pa), additional closure systems shall not be required for continuously welded joints and seams and seams and locking-type joints and seems. ~~This exception shall not apply to snap-lock and button-lock type joints and seams that are located outside of conditioned spaces~~.

Section M1601.4.10 is hereby deleted in its entirety.

Section M1701.2 is hereby deleted in its entirety.

Section M2001.4 is hereby deleted in its entirety.

Section M2005.1 is hereby amended to read as follows:

M2005.1 General. Water heaters shall be installed in accordance ~~with Chapter 28~~ the North Dakota State Plumbing Code, the manufacturer's instructions and the requirements of this code. * * * *

Section M2101.3 is hereby amended to read as follows:

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M2101.3 Protection of potable water. The potable water system shall be protected from backflow in accordance with the provisions listed in ~~Section 2902~~ the North Dakota State Plumbing Code.

Section M2101.10 is hereby amended to read as follows:

M2101.10. Tests. New ~~h~~Hydronic piping systems shall be isolated and tested hydrostatically at a pressure of ~~one and one half times the maximum system design pressure, but not~~ not less than 100 pounds per square inch (698 kPa). The duration of the test shall not be less than 15 min. Hydronic piping to be embedded in concrete shall be pressure tested and inspected prior to pouring concrete.

Section M2103.3 is hereby amended to read as follows:

M2103.3 Piping joints. * * * *

2. Copper tubing shall be joined by brazing complying with ~~Section P3003.6.1~~ the North Dakota State Plumbing Code.

* * * *

Section M2201.6 is hereby deleted in its entirety.

Section G2404.7 is hereby deleted in its entirety.

Figure G2407.6.1(1) [(304.6.1(1)] is hereby deleted in its entirety.

Figure G2407.6.1(2) [(304.6.1(2)] is hereby deleted in its entirety.

Section G2407.11 (304.11) is hereby amended to read as follows:

Section G2407.11 (304.11) Combustion air ducts. Combustion air ducts shall comply with all the following:

* * * *

5. Ducts shall not ~~be screened where terminating~~ terminate in an attic space.

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* * * *

Section G2413.6 is hereby amended to read as follows:

G2413.6 (402.6) Allowable pressure drop. The design pressure loss in any piping system under maximum demand, from the point of delivery to the inlet connection of all appliances served, shall be such that the supply pressure at each appliance inlet is greater than or equal to the minimum pressure required by the appliance but such pressure loss shall not be greater than .5 inch water column for gas pipe systems operating at less than 2 psi.

Section G2417.4.1 (406.4.1) Test Pressure is hereby amended to read as follows:

G2417.4.1 (406.4.1). The test pressure to be used shall not be less than 1 ½ times the proposed maximum working pressure, but not less than ~~3~~ 25 psig ~~(20 kPa gauge)~~, irrespective of design pressure. Where the test pressure exceeds 125 psig ~~(862 kPa gauge)~~, the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

Section G2425.12 (501.12) is hereby amended to read as follows:

G2425.12 (501.12) Residential and low-heat appliances flue lining systems. Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

1. Clay flue lining complying with the requirements of ASTM C 315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance with Chapter 10.
2. Listed chimney liner systems complying with UL 1777.
3. Other approved materials that will resist, without cracking, softening, or corrosion, flue gases and condensate at temperatures up to 1800°F (982°C).
   a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches thick up to 8 inches in diameter.
   b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge (0.018 inches thick) to 8 inches in diameter or not less than 24 gauge (0.024 inches thick) 8 inches in diameter and larger.

   When a metal liner other than a listed chimney liner is used, a condensation drip tee shall be installed and supported in an approved manner.

Section 2427.5.2 (503.5.3) is hereby amended to read as follows:

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G2427.5.2 (503.5.3) Masonry chimneys. Masonry chimneys shall be built and installed in accordance with NFPA 211 and shall be lined ~~with an approved clay flue lining, a chimney lining system listed and labeled~~ in accordance with ~~UL 1777 or other approved material that will resist corrosion, erosion, softening or cracking from vent gases at temperatures up to 1,800°F (982°C)~~ G2425.12.

Section G2439.7.2 (614.8.2) is hereby amended to read as follows:

G2439.7.2 (614.8.2) Duct Installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws. ~~or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section G2442.4 (618.4) is hereby amended to read as follows:

G2442.4 (618.4) Screen. Required outdoor air inlets shall be covered with a screen having ¼ inch (6.4 mm) openings. Required outdoor air inlets serving a nonresidential portion of a building shall be covered with screen having openings larger than ¼ inch (6.4 mm) and not larger than ½ inch.

Chapters 25 through 43 are hereby deleted in their entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

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Section 4. Effective Date.

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

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

(SEAL)
Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.2-01 OF CHAPTER 21.2 OF THE FARGO MUNICIPAL CODE RELATING TO THE INTERNATIONAL EXISTING BUILDING CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.2

INTERNATIONAL EXISTING BUILDING CODE

Article	
21.2-01	International Existing Building Code--Adoption--Amendments, §§ 21.2.-0101 to 21.2-0102

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ARTICLE 21.2-01

Section
21.2-0101 Adoption of International Existing Building Code by Reference
21.2-0102 Amendment to International Existing Building Code

21.2-0101. Adoption of International Existing Building Code by reference.--There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing standards, relative to existing buildings in the city of Fargo, that certain code known as the International Existing Building Code recommended and compiled by the International Code Council, 2021 Edition, a copy of which is on file in the office of the city auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.2-0102. Amendment to International Existing Building Code.--The International Existing Building Code as adopted in Section 21.2-0101 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Existing Building Code of ~~[NAME OF JURISDICTION]~~ the City of Fargo, hereinafter referred to as "this code."

Section 103.1 is hereby amended to read as follows:

103.1 Creation of agency. The ~~[INSERT NAME OF DEPARTMENT]~~ city of Fargo Inspections Department is hereby created, and the official in charge thereof

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shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104.2.1 is hereby deleted in its entirety.

Section 104.2.2.1 is hereby amended to read as follows:

104.2.2.1 Building evaluation. The code official is authorized to require an existing building to be investigated and evaluated at the owner's expense by a registered design professional based on the circumstances agreed upon at the preliminary meeting. The design professional shall notify the code official if any potential nonconformance with the provisions of this code is identified.

Section 104.8 is hereby amended to read as follows:

104.8 Liability. The code official, member of the Board of Appeals, or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly and criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 104.10.1 is hereby deleted in its entirety.

Section 105.2 is hereby amended to read as follows:

Section 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in

any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

* * * *

7. Reroofing.

8. Window Replacement.

Section 109.3.3 is hereby deleted in its entirety.

Section 109.3.10 is hereby deleted in its entirety.

Section 201.3 is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the other International Codes, such terms shall have the meanings ascribed to them in those codes.

Wherever the term "International Plumbing Code" and/or the "International Private Sewage Disposal Code" is used it shall mean the North Dakota State Plumbing Code. Wherever the term "ICC Electrical Code" is used it shall mean the National Electric Code together with the North Dakota State Wiring Standards. Wherever the term "Flood Hazard Area" is used, it shall mean the Fargo Flood Plain Management ordinance together with the Flood Proofing Code of the city of Fargo, North Dakota.

Section 401.3 is hereby deleted in its entirety.

Section 405.2.6 is hereby deleted in its entirety.

Section 502.3 is hereby deleted in its entirety.

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Section 503.2 is hereby deleted in its entirety.

Section 507.3 is hereby deleted in its entirety.

Section 701.3 is hereby deleted in its entirety.

Section 1103.3 is hereby deleted in its entirety.

Section 1201.4 is hereby deleted in its entirety.

Section 1301.3.3 is hereby deleted in its entirety.

Section 1401.2 is hereby amended to read as follows:

> **1401.2 Conformance.** ~~The building shall be safe for human occupancy as determined by the International Fire Code and the International Property Maintenance Code. Any repair, alteration or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field-fabricated elements shall comply with the requirements of the International Building Code or the International Residential Code as applicable.~~ Buildings to be moved within this jurisdiction shall comply with provisions of this chapter. Buildings to be moved into this jurisdiction shall comply with the provisions of the International Codes for new buildings and shall be certified as to meet compliance by an agency approved by the code official.

Section 1402.6 is hereby deleted in its entirety.

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Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

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

(SEAL)
Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 30-0106 OF ARTICLE 30-01
OF CHAPTER 30 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL MECHANICAL CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is hereby re-enacted to read as follows:

30-0106. Standards adopted.--The following standards are hereby adopted for all heating, air conditioning and other gas, oil, or coal consuming appliances:

A. All heating, air conditioning, or other gas, oil, or coal consuming appliances for either domestic or commercial use installed in the city of Fargo shall bear a seal of approval from the American Gas Association, American Standards Association, Underwriters Laboratories, or other nationally recognized testing laboratory.

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B. The International Mechanical Code, sponsored by the International Code Council, 2021 Edition, is hereby adopted as the mechanical code for the city of Fargo from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city, with the following amendments:

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of ~~[NAME OF JURISDICTION],~~ the city of Fargo, hereinafter referred to as "this code."

Sections 103.1 is hereby amended to read as follows:

103.1 Creation of Agency. The ~~[NAME OF DEPARTMENT]~~ city of Fargo Inspections Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104.8 is hereby amended to read as follows:

104.8 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 109.2 is hereby amended to read as follows:

109.2 Schedule of permit fees. Where work requires a permit, a fee for each permit and mechanical work shall be paid as required, in accordance with the schedule as established by the ~~applicable governing authority.~~ city of Fargo Board of City Commissioners.

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Section 109.6 is hereby amended as follows:

109.6 Refunds. The code official is authorized to establish a refund policy~~.~~, which is as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than eighty (80) percent of the permit fee paid where work has not been done under a permit issued in accordance with this code.
3. Not more than eighty (80) percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 201.3 is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Fuel Gas Code, or the ~~International~~ North Dakota State Plumbing Code, such terms shall have meanings ascribed to them as in those codes.

Section 305.4 is hereby amended to read as follows:

305.4 Interval of support. Piping shall be supported at distances not exceeding the spacing specified in Table 305.4, or in accordance with ANSI/MSS SP-58. In addition to the requirements of Table 305.4, piping and tubing shall be supported within 2 feet (610 mm) of every bend or angle.

Section 307.2.2 is hereby amended to read as follows:

307.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be ABS, cast iron, copper and copper alloy, CPVC, cross-linked polyethylene, galvanized steel, PE-RT, polyethylene, polypropylene, PVC or

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PVDF pipe or tubing. Components shall be selected for the pressure and temperature rating of the installation. Joints and connections shall be made in accordance with the applicable provisions of ~~Chapter 7 of the International~~ the North Dakota State Plumbing Code relative to the material type. Condensate waste and drain line size shall be not less than 3/4-inch (19 mm) pipe size and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes from more than one unit are manifold together for condensate drainage, the pipe or tubing shall be sized in accordance with Table 307.2.2.

Section 403.1 is hereby amended to read as follows:

403.1 Ventilation system. Mechanical ventilation shall be provided by a method of supply air and return or exhaust air. ~~except that mechanical ventilation air requirements for Group R-2, R-3 and R-4 occupancies three stories and less in height above grade plane shall be provided by an exhaust system, supply system or combination thereof.~~ The amount of supply air shall be approximately equal to the amount of return and exhaust air. The system shall not be prohibited from producing negative or positive pressure. The system to convey ventilation air shall be designed and installed in accordance with Chapter 6.

Section 504.9.2 is hereby amended to read as follows:

504.9.2 Duct installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws. ~~or similar fasteners that protrude more than 1/8 inch (3.2mm) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section 505.4 is hereby amended to read as follows:

505.4 Makeup air required. Exhaust hood systems capable off exhausting in excess of 400 cfm ($0.19m^3/s$) shall be provided with makeup air at a rate in excess of 400 cfm. ~~approximately equal to the exhaust air rate.~~ Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

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Section 508.2 is hereby amended to read as follows:

508.2 Compensating hoods. Manufacturers of compensating hoods shall provide a label indicating the minimum exhaust flow, the maximum makeup airflow or both that provides capture and containment of the exhaust effluent. Short circuit compensating hoods are prohibited.

Section 508.2.1 is hereby added to read as follows:

508.2.1 Compensating Hood Make-up Air. Compensating hoods shall extract at least forty (40) percent of the required exhaust air flow from the kitchen area.

Section 701.3 is hereby added to read as follows:

701.3 Attic space. Attic space shall not be used for combustion air.

Section 908.5 is hereby amended to read as follows:

908.5 Water supply. Cooling towers, evaporative coolers and fluid coolers shall be provided with an approved water supply, sized for peak demand. The quality of water shall be provided in accordance with the equipment manufacturer's recommendations. The piping system and protection of the potable water supply system shall be installed as required by the ~~International~~ North Dakota State Plumbing Code.

Section 1006.6 is hereby amended to read as follows:

1006.6 Safety and relief valve discharge.

* * * *

13. Be constructed of those materials listed in ~~Section 605.4 of~~ the ~~International~~ North Dakota State Plumbing Code or materials tested, rated and approved for such use in accordance with ASME A112.4.1.

Section 1008.2 is hereby amended to read as follows:

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1008.2 Discharge. Blow off valves shall discharge to a safe place of disposal. Where discharging to the drainage system, the installation shall conform to the ~~International~~ North Dakota State Plumbing Code.

Section 1104.2 is hereby amended to add the following exception:

1104.2 Machinery room.

* * * *

Exceptions:

* * * *

3. If an existing refrigerating system is replaced or if an existing refrigeration plant is increased by not more than fifty (50) percent of its original capacity, but not more than 100 tons per system using a non-flammable class A1 or B1 refrigerant and the refrigeration machinery room was not provided in the original installation prior to 1994, a refrigeration machinery room shall not be required. If the existing refrigeration is not located in general machinery room separated from occupied spaces, a refrigeration machinery room shall be provided. The space containing the refrigeration machinery shall meet the requirement of Section 1104.3.4, protection room refrigerant decomposition., and Section 1105.3. requiring refrigerant detection. If the requirements of 1104.3.4 and 1105.3 cannot be met, a refrigeration machinery room shall be provided.

Section 1208.1 is hereby amended to read as follows:

Section 1208.1 General. New ~~H~~hydronic piping shall be isolated and tested hydrostatically at ~~one and one-half times the maximum system design pressure, but not~~ no less than 100 psi (689 kPa). The duration of the test shall be not less than 15 minutes.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction

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shall be punished by a fine not to exceed $1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 30.1-01 OF CHAPTER 30.1 OF THE FARGO MUNICIPAL CODE RELATING TO THE INTERNATIONAL FUEL GAS CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 30.1

INTERNATIONAL FUEL GAS CODE

Article 30.1-01	International Fuel Gas Code—Adoption—Amendments, §§ 30.1-0101 to 30.1-0102

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ARTICLE 30.1-01

INTERNATIONAL FUEL GAS CODE – ADOPTION

Section
30.1-0101 Adoption of International Fuel Gas Code by Reference
30.1-0102 Amendment to International Fuel Gas Code

30.1-0101. Adoption of International Fuel Gas Code by Reference.—There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the City of Fargo, that certain code known as the International Fuel Gas Code sponsored by the International Code Council, being particularly the 2021 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

30.1-0102. Amendment to International Fuel Gas Code.—The International Fuel Gas Code as adopted in Section 30.1-0101 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

> **101.1 Title.** These regulations shall be known as the Fuel Gas Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, hereinafter referred to as "this code."

Section 104.8 is hereby amended to read as follows:

> **104.8 Liability.** The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.
>
> This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

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Section 109.2 is hereby amended to read as follows:

109.2 Schedule of permit fees. Where work requires a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the ~~applicable governing body~~ city of Fargo Board of City Commissioners.

Section 109.6 is hereby amended to read as follows:

109.6 Refunds. The code official is authorized to establish a fee refund policy~~.~~, which is as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

2. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

3. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 303.3 is hereby amended to read as follows:

303.3 Prohibited locations. Appliances shall not be located in sleeping rooms, bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens only into such rooms or spaces, except where the installation complies with one of the following:

1. The appliance is a direct-vent appliance installed in accordance with the conditions of the listing and the manufacturer's instructions.

2. Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances for installation in vented solid fuel-burning fireplaces are installed in rooms that meet the required volume criteria of Section 304.5

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~~3. A single wall-mounted unvented room heater is installed in a bathroom and such unvented room heater is equipped as specified in Section 621.6 and has an input rating not greater than 6,000 Btu/h (1.76 kW). The bathroom shall meet the required volume criteria of Section 304.5.~~

~~4. A single wall-mounted unvented room heater is installed in a bedroom and such unvented room heater is equipped as specified in Section 621.6 and has an input rating not greater than 10,000 Btu/h (2.93 kW). The bedroom shall meet the required volume criteria of Section 304.5.~~

~~5.~~ 3. The appliance is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an approved self-closing device. All combustion air shall be taken directly from the outdoors in accordance with Section 304.6.

~~6.~~ 4. A clothes dryer is installed in a residential bathroom or toilet room having a permanent opening with an area of not less than 100 square inches (0.06 m2) that communicates with a space outside of a sleeping room, bathroom, toilet room or storage closet.

Section 304.6.1 is hereby amended to read as follows:

304.6.1 Two-permanent-openings method.

* * * *

Where directly communicating with the outdoors, or where communicating with the outdoors through vertical ducts, each opening shall have a minimum free area of 1 square inch per 4,000 Btu/h (550 mm2/kW) of total input rating of all appliances in the enclosure ~~[see Figures 304.6.1(1) and 304.6.1(2)]~~.

* * * *

Figure 304.6.1 (1) is hereby deleted in its entirety.

Figure 304.6.1 (2) is hereby deleted in its entirety.

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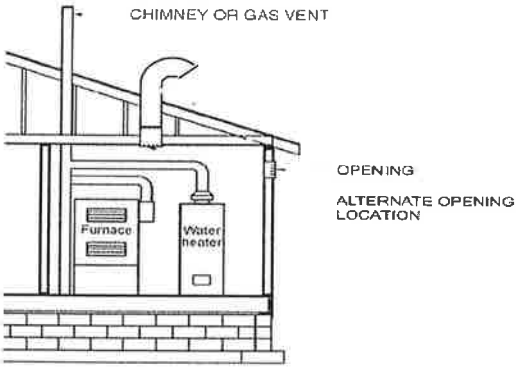
Figure 304.6.2 is hereby amended as shown below:



Section 304.6.2 is hereby amended to read as follows:

> **304.6.2 One-permanent-opening method.** One permanent opening, commencing within 12 inches (305 mm) of the top of the enclosure, shall be provided. The appliance shall have clearances of at least 1 inch (25 mm) from the sides and back and 6 inches (152 mm) from the front of the appliance. The opening shall directly communicate with the outdoors or through a vertical or horizontal duct to the outdoors, ~~or spaces that freely communicate with the outdoors (see Figure 304.6.2)~~ and shall have a minimum free area of 1 square inch per 3,000 Btu/h (734mm2/kW) of the total input rating of all appliances located in the enclosure and not less than the sum of the areas of all vent connectors in the space.

Section 304.11 is hereby amended to read as follows:

> **304.11 Combustion air ducts.** Combustion air ducts shall comply with all of the following:
>
> * * * *
>
> 5. Ducts shall not ~~be screened where terminating~~ terminate in an attic space.

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* * * *

Section 403.9.1.1 is hereby added to read as follows:

403.10.1.1 Gas supply systems with pressures 5 psig or greater and gas pipe joints 2 ½ inches or larger, regardless of pressure, shall be welded.

Section 403.9.5 is hereby amended to read as follows:

403.9.5 Metallic fittings. Metallic fittings shall comply with the following;

1. Threaded fittings in sizes ~~larger than 4 inches (102 mm)~~ 2 ½ inches or larger shall not be used except where approved.

* * * *

Section 406.4 is hereby amended to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~ Dial gauges used to measure test pressures shall be performed with gauges of 2 psi incrimination or less and have a range not exceeding 100 psi unless otherwise approved.

Section 406.4.1 is hereby amended to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than ~~3 psig (20 kPa gauge),~~.25 psig irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

Section 408.2 is hereby amended to read as follows:

408.2 Drips. Where wet gas exists, a drip shall be provided at any point in the line of pipe where condensate could collect. ~~A drip shall also be provided at the outlet of the meter and shall be installed so as to constitute a trap wherein an accumulation~~

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~~of condensate will shut off the flow of gas before the condensate will run back into the meter.~~

Section 411.2 is hereby amended to read as follows:

411.2 Manufactured home connections. Manufactured homes shall be connected to the distribution piping system by ~~one of the following materials:~~

~~1. Metallic pipe in accordance with Section 403.4.~~

~~2. Metallic tubing in accordance with Section 403.5.~~

~~3. L~~listed and labeled connectors in compliance with ANSI Z21.75/CSA 6.27 and installed in accordance with the manufacturer's installation instructions.

Section 415.1 is hereby amended to read as follows:

415.1 Interval of support. Piping shall be supported at intervals not exceeding the spacing specified in Table 415.1. Spacing of supports for CSST shall be in accordance with the CSST manufacturer's instructions. In addition to the requirements of Table 415.1, piping and tubing shall be supported within 2 feet of every bend or angle.

Section 501.12 is hereby amended to read as follows:

501.12 Residential and low-heat appliances flue lining systems. Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

1. Clay flue lining complying with the requirements of ASTM C 315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance with the International Building Code.

2. Listed chimney lining systems complying with UL1777.

3. Other approved materials that will resist, without cracking, softening or corrosion, flue gases and condensate at temperatures up to 1,800°F (982°C).
   a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches thick to 8 inches diameter.
   b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge (0.018 inches thick) to 8 inches diameter or not less than 24 gauge (0.024 inches thick) 8 inches diameter and larger.

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When a metal liner is used other than a listed chimney liner a condensation drip tee shall be installed and supported in an approved manner.

Section 503.5.3 is hereby amended to read as follows:

503.5.3 Masonry chimneys. Masonry chimneys shall be built and installed in accordance with NFPA 211 and shall be lined ~~with approved clay flue lining, a listed chimney lining system or other approved material that will resist corrosion, erosion, softening or cracking from vent gases at temperatures up to 1,800°F (982°C).~~ as per Section 501.12.

* * * *

Section 503.5.6.1 is hereby amended to read as follows:

503.5.6.1 Chimney lining. Chimneys shall be lined in accordance with NFPA 211 and Section 501.12.

Exception: Where an existing chimney complies with Sections 503.5.6 through 503.5.6.3 and its sizing is in accordance with Section 503.5.5, its continued use shall be allowed when, in more than one appliance venting system the secondary appliance, such as a water heater, is replaced and the primary heating appliance remains.

Section 614.9.2 is hereby amended to read as follows:

Section 614.9.2 Duct installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. ~~Ducts shall not be joined with screws or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section 621 is hereby deleted in its entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished

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by a fine not to exceed $1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

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

(S E A L)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 31-01
OF CHAPTER 31 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby re-enacted to read as follows:

ARTICLE 31-01

ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section
31-0101 Adoption of International Property Maintenance Code by Reference
31-0102 Amendment to International Property Maintenance Code

31-0101. Adoption of International Property Maintenance Code by Reference.--There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Property Maintenance Code recommended and compiled by the International Code Council, being particularly the 2021 Edition-thereof, a copy of which is on file in the office of the city auditor, and the same is hereby adopted and incorporated as if fully set forth herein, and from the provisions thereof shall be controlling within the limits of the city and within the extra-territorial zoning jurisdiction of the city.

31-0102. Amendment to International Property Maintenance Code.--The International Property Maintenance Code as adopted in §31-0101 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

> **Section 101.1 Title.** These Regulations shall be known as the International Property Maintenance Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, hereinafter referred to as "this code."

Section 102.3 is hereby amended to read as follows:

> **Section 102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of ~~the International Building code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code, and NFPA 70~~ all applicable ordinances adopted by the city of Fargo~~. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.~~

Section 103.1 is hereby amended to read as follows:

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Section 103.1 Creation of agency. The [~~INSERT NAME OF DEPARTMENT~~] city of Fargo Inspections Department is hereby created and the official in charge thereof shall be known as the code official.

Section 104.1 is hereby amended to read as follows:

Section 104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code ~~shall be established by the applicable governing authority.~~ are established in the following schedule:

A. Initial Inspection. – No Charge;
B. First Re-inspection. – No Charge;
C. Second Re-inspection. – As to the second re-inspection a fee of $150;
D. Third Re-inspection. – As to the third re-inspection, a fee of $150; and
E. Fourth and continuing Re-inspections. – As to the fourth and any subsequent re-inspection, a fee of $150.

Section 108.1 is hereby amended to read as follows:

Section 108.1 Membership of the board. The board of appeals shall consist of ~~not less than three~~ five members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall not vote on any matter before the board. The board shall be pointed by the ~~Chief appointing authority~~ board of city commissioners, and shall serve staggered and overlapping terms.

Section 201.3 is hereby amended to read as follows:

Section 201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, ~~International Plumbing Code,~~ International Residential Code, ~~International Zoning Code,~~ or NFPA70, such terms shall have the meanings ascribed to them as stated in those codes. Throughout this code, wherever reference is made to the International Plumbing Code, it shall be taken to mean the North Dakota State Plumbing Code and N.D. Admin. Code Section 62-03.1-01. Throughout this code, wherever reference is made to the NFPA 70, it

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shall be taken to mean the National Electric Code and Chapter 43-09 of the North Dakota State Wiring Standards.

Section 302.4 is hereby amended to read as follows:

Section 302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth ~~in excess of (jurisdiction to insert height in inches)~~ as provided by Article 11-08 of the Fargo Municipal Code.

Section 304.14 is hereby amended to read as follows:

Section 304.14 Insect screens. During the period from ~~[DATE]~~ April 1 to ~~[DATE]~~ October 31 of each year, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), every screen door used for insect control shall have a self-closing device in good working condition.

* * * *

Section 602.3 is hereby amended to read as follows:

Section 602.4 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units, or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from ~~[DATE]~~ September 15th to ~~[DATE]~~ June 1st to maintain a minimum temperature of 68°F (20° C) in all habitable rooms, bathrooms and toilet rooms.

* * * *

Section 602.4 is hereby amended to read as follows:

Section 602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from ~~[DATE]~~ September 15th to ~~[DATE]~~ June 1st to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

* * * *

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Section 703.7 is hereby deleted in its entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ENACTING CHAPTER 21.3 OF THE FARGO MUNICIPAL CODE RELATING TO THE INTERNATIONAL ENERGY CONSERVATION CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Chapter 21.3 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Chapter 21.3 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.3

INTERNATIONAL ENERGY CONSERVATION CODE

Article
21.3-01 International Energy Conservation Code--Adoption--Amendments, §§ 21.3.-0101 to 21.3-0102

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ARTICLE 21.3-01

Section
21.3-0101 Adoption of International Energy Conservation Code
21.3-0102 Amendment to International Energy Conservation Code

21.3-0101. Adoption of International Energy Conservation Code by Reference.--There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Energy Conservation Code recommended and compiled by the International Code Council, being particularly the 2021 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.3-0102. Amendment to International Energy Conservation Code.--The International Energy Conservation Code as adopted in Section 21.3-0101 is hereby changed and amended as follows:

Section C101.1 is hereby amended to read as follows:

> **C101.1 Title.** This code shall be known as the Energy Conservation Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such. It is referred to herein as "this code".

Section C405.11 is hereby deleted in its entirety.

Section C405.12 is hereby deleted in its entirety.

Section R101.1 is hereby amended to read as follows:

> **R101.1 Title.** This code shall be known as the Energy Conservation Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such. It is referred to herein as "this code".

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Table R402.1.2 is hereby amended to read as follows:

Maximum Assembly *U*-Factors and Fenestration Requirements						
Climate Zone	Fenestration *U*-Factor[f]	****	Ceiling *U*-Factor	Wood Frame Wall *U*-Factor	****	Basement Wall *U*-Factor
6	~~0.30~~ 0.32	****	~~0.024~~ 0.026	~~0.045~~ 0.057	****	~~0.050~~ 0.059

(balance of table remains unchanged.)

Table R402.1.3 is hereby amended to read as follows:

Insulation Minimum *R*-Values and Fenestration Requirements by Component						
Climate Zone	Fenestration *U*-Factor[b,i]	****	Ceiling *R*-Value	Wood Frame Wall *R*-Value[g]	****	Basement[c, g] Wall *R*-Value
6	~~0.30~~[i] 0.32	****	~~60~~ 49	~~20 + 5ci or 13 + 10ci or 0 + 20~~ 21 or 13 + 5ci	****	~~15ci or 19 or 13 + 5ci~~ 10ci or 15

(balance of table remains unchanged.)

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Table R402.4.1.1 is hereby amended to read as follows:

Air Barrier, Air Sealing and Insulation Installation		
Component	Air Barrier Criteria	Insulation Installation Criteria
Basement, Crawl Space and Slab Foundations	(Text unchanged.)	Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section R402.2.10. Conditioned basement foundation wall insulation shall be installed in accordance with Section R402.2.8.1. Slab-on-grade floor insulation shall be installed in accordance with Section R402.2.10. Exterior foundation insulation shall be covered and flashed to protect it from exposure to light and weather to a minimum of 6 inches (152 mm) below grade and be covered by a minimum 6-mil polyethylene slip sheet over the entire surface.

(balance of table remains unchanged.)

Section R403.3.6 Subsection 3 is hereby amended to read as follows:

Section R403.3.6 Duct Leakage. The total leakage of the ducts, where measured in accordance with Section R403.3.5, shall be as follows:

* * * *

3. ~~Test for ducts within thermal envelope: Where all ducts and air handlers are located entirely within the building thermal envelope, total leakage shall be less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m2) of conditioned floor area.~~ A total leakage test shall not be required for ducts or air handlers that comply with Sections R403.3.2, Subsection 1.

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Section R403.3.7 is hereby amended to read as follows:

> **R403.3.7 Building Cavities.** Building framing cavities shall not be used as supply ducts ~~or plenums~~.

Section R403.6.3 is hereby deleted in its entirety.

Section R404.2 is hereby deleted in its entirety.

Section R404.3 is hereby deleted in its entirety.

Table R406.5 is hereby amended to read as follows:

Maximum Energy Rating Index	
Climate Zone	Energy Rating Index
* * * *	* * * *
6	~~54~~ 58

(balance of table remains unchanged.)

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

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Section 4. Effective Date.

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

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ENACTING SECTIONS 9-0701 AND 9-0704 OF ARTICLE 9-07 OF CHAPTER 9 OF THE FARGO MUNICIPAL CODE RELATING TO FIRE PROTECTION AND PREVENTION

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code are hereby repealed in their entirety.

Section 2. Re-enactment.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code are hereby re-enacted to read as follows:

9-0701. International Fire Code--Adoption.--There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the International Fire Code being particularly the 2021 Edition thereof and all subsequent revisions and additions thereto; save and except such portions as are hereinafter deleted, modified, or amended by ordinance or in accordance with the provisions of section 9-0704, a copy of said code is on file in the office of the chief of the Fargo Fire Department and the same is hereby adopted and

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incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

9-0704. Modification of International Fire Code.--The International Fire Code as adopted in Section 9-0701 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

> **101.1 Title.** These regulations shall be known as the Fire Code of ~~[NAME OF JURISDICTION]~~ the City of Fargo, hereinafter referred to as "this code."

Section 102.6 is hereby amended to read as follows:

> **102.6 Historic buildings.** The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings where such buildings or structures do not constitute a distinct hazard to life or property. Fire protection in designated historic buildings shall be provided with an approved fire protection plan. ~~as required in Section 1103.1.1.~~

Section 103.1 is hereby amended to read as follows:

> **103.1 Creation of Agency.** The ~~[INSERT NAME OF DEPARTMENT]~~ Fargo Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104.7.1 is hereby amended to read as follows:

> **104.7 Legal defense.** Any suit instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection provided by the city's insurance pool and immunities and defenses provided by other applicable state and federal laws, and shall be defended by the legal representatives of the jurisdiction until the final termination of the proceedings. The fire code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of fire prevention, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions

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by reason of any act or omission in the performance of official duties in connection therewith.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 105.5.1 is hereby deleted in its entirety.

Table 105.5.9 is hereby amended to read as follows:

Table 105.5.9 Permit Amounts for Compressed Gases.
Carbon dioxide used in carbon dioxide enrichment systems ~~875 (100 lbs)~~ 4375 (500 lbs.).
Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications ~~875 (100 lbs)~~ 4375 (500 lbs.).

Section 105.5.14 is hereby deleted in its entirety.

Section 105.5.15 is hereby deleted in its entirety.

Section 105.5.18 is hereby amended to read as follows:

* * * *

2. To store, handle or use Class 1A liquids in excess of ~~5~~ 30 gallons, Class 1B liquids in excess of 60 gallons, Class 1C liquids in excess of 90 gallons ~~(19 L)~~ in a building or ~~in excess of 10 gallons (37.9 L)~~ outside of a building, except that a permit is not required for the following:

* * * *

3. To store, handle or use Class II or Class IIIA liquids in excess of ~~25~~ 120 gallons ~~(95 L)~~ in a building or in excess of ~~60~~ 120 gallons ~~(227 L)~~ outside a building, except for fuel oil used in connection with oil-burning equipment.

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* * * *

Section 105.5.19 is hereby deleted in its entirety.

Section 105.5.25 Subsections 1, 5, and 6 are hereby deleted in their entirety.

Section 105.5.31 is hereby deleted in its entirety.

Section 105.5.32 is hereby deleted in its entirety.

Section 105.5.33 is hereby deleted in its entirety.

Section 105.5.36 is hereby amended to read as follows:

> **105.5.36 Open flames and candles.** An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments. For purposes of this provision, churches shall not be deemed to be assembly areas and shall not be required to obtain a permit to utilize candles in religious ceremonies.

Section 105.5.38 is hereby deleted in its entirety.

Section 105.5.40 is hereby deleted in its entirety.

Section 105.5.44 is hereby amended to read as follows:

> **105.5.44 Refrigeration equipment**. An operational permit is required to operate a mechanical refrigeration unit or system regulated by Chapter 6~~.~~ containing more than 30 pounds of Group A3, B2, or B3 refrigerant.

Section 105.5.45 is amended to read as follows:

> **105.5.45 Repair garages ~~and motor fuel-dispensing facilities~~.** An operational permit is required for operation of repair garages.

Section 105.5.49 is hereby amended to read as follows:

> **Section 105.5.49 Temporary membrane structures and tents.** An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet ($37m^2$) for the purposes of assembly.

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Section 105.6.2 is hereby deleted in its entirety.

Section 105.6.5 is hereby deleted in its entirety.

Section 105.6.7 is hereby deleted in its entirety.

Section 105.6.10 is hereby deleted in its entirety.

Section 105.6.11 is hereby deleted in its entirety.

Section 105.6.12 is hereby deleted in its entirety.

Section 105.6.13 is hereby deleted in its entirety.

Section 105.6.15 is hereby amended to read as follows:

> **105.6.15 LP-gas.** A construction permit is required for installation of or modification to an LP-gas system with a single container in excess of 2000 gallons water capacity or the aggregate capacity of containers is more than 4000 gallons in water capacity. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Section 105.6.16 is hereby deleted in its entirety.

Section 105.6.17 is hereby deleted in its entirety.

Section 105.6.18 is hereby deleted in its entirety.

Section 105.6.19 is hereby deleted in its entirety.

Section 105.6.20 is hereby deleted in its entirety.

Section 105.6.21 is hereby deleted in its entirety.

Section 105.6.23 is hereby deleted in its entirety.

Section 105.6.24 is hereby deleted in its entirety.

Section 106.4 is hereby amended to read as follows:

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106.4 Retention of construction documents. One set of construction documents shall be retained by the fire code official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. ~~One set of approved construction documents shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.~~

Section 112.4 is hereby amended to read as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of ~~a~~ an ~~[SPECIFY OFFENSE]~~ infraction.~~, punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment.~~ Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed $1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

* * * *

Section 307.1.1 is hereby amended to read as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. All open burning, including recreational fires, is banned when the fire index is at the high, very high or extreme level and any time during a red flag warning.

* * * *

Section 308.1.4 is hereby amended to read as follows:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or decks or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.

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2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

3. LP-gas cooking devices having LP-gas container with a water capacity not greater than ~~2 ½ pounds [nominal 1 pound (0.454 kg)~~ 47.8 pounds [nominal 20 pounds (9 kg) LP-gas capacity].

Section 308.3 is hereby amended by adding the following subsection 1.4 to exception 1:

308.3 Group A Occupancies. Open-flame devices shall not be used in a Group A occupancy.

Exceptions:

1. Open-flame devices are allowed to be used in the following situations, provided approved precautions are taken to prevent ignition of a combustible material or injury to occupants:

* * * *

1.4 Open-flame devices for food warming.

* * * *

Section 319.4 is hereby amended to read as follows:

319.4 Fire protection. Fire Protection shall be provided in accordance with Sections ~~319.4.1 and~~ 319.4.2.

Section 319.4.1 is hereby deleted in its entirety.

Section 503.4 is hereby amended to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times. Enforcement of such prohibited parking may be accomplished in the same manner as regulations contained in Article 8-10 and in Section 9-0705 of the Fargo Municipal Code.

Section 507.5.4 is hereby amended to read as follows:

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507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. An approved hydrant marker shall be installed immediately adjacent to the rear of the hydrant.

Section 806.1.1 is hereby amended by adding the following exception:

* * * *

3. For purposes of this provision, churches shall not be deemed public buildings and may utilize natural or resin bearing cut trees in the altar area of the church. No electric lighting is allowed on the tree.

Section 903.3.1 is hereby amended to read as follows:

903.3.1 Standards. Sprinkler systems shall be designed with a 5 psi safety margin and installed in accordance with Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3 and other chapters of this code, as applicable.

Section 903.3.1.1.1 is hereby amended by adding the following exception:

* * * *

7. Elevator machine room and machinery spaces. Where sprinklers are not installed in elevator machine rooms, shunt trip required in accordance with IBC 3005.5 shall not be installed.

Section 903.3.5 is hereby amended to read as follows:

903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the International Plumbing Code. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as approved by the fire code official. Underground water supply piping shall be constructed of a material allowed by Fargo Municipal Code Chapter 16 and Chapter 22 and shall be allowed to extend into the building through the slab or wall not more than 24 inches.

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Section 905.1.1 is hereby amended by adding the following:

> **Section 905.1.1 Standpipe Hose.** The installation of fire hose on standpipes may be omitted when approved by the fire code official. Approved standpipe hose valves and connections shall be provided where required.

Section 907.8.3 is hereby deleted in its entirety.

Section 1009.8.1 is hereby amended to read as follows:

> **1009.8.1 System requirements.** Two-way communication systems shall provide communication between each required location and the fire command center or a central control point location approved by the fire department. Where the central control point is not constantly attended, a two-way communication system shall have a timed automatic telephone dial-out capability to a monitoring location ~~or 9-1-1~~. The two-way communication system shall include both audible and visible signals.

Section 1011.1 Exceptions are hereby amended to read as follows:

1. Within rooms or spaces used for assembly purposes, stepped aisles shall comply with Section 1030.
2. A stairway complying with section 1011 except where in a B, F, M, S or U that serves an area of 750 sf or less, and is not open to the public, that has a maximum riser height of 8 inches and a minimum tread depth of 9 inches, has a minimum width of 36 inches and has at least one handrail that terminates at the top and bottom riser and otherwise complies with section 1014.

Section 1011.5.2 Exception 3 and 6 are hereby amended to read as follows:

* * * *

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3. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be ~~7 ¾ inches (197 mm)~~ 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches; and the minimum winder tread depth shall be 6 inches (152 mm). A nosing projection not less than ¾ inch (19.1 mm) but not more than 1 ¼ inches (32 mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279 mm).

* * * *

6. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public are permitted to have a maximum 8 inch riser height and minimum 9 tread depth.

Chapter 11 is hereby deleted with the exception of **Sections 1103.8 and 1103.9**.

Section 2303.1 is hereby amended by adding the following Subsection 7:

* * * *

7. On new installations, dispensing devices used to fill portable containers with home heating fuels shall not be located on the same island where Class I liquids are dispensed.

Section 2306.1 is hereby amended to read as follows:

2306.1 General. Storage of flammable and combustible liquids shall be in accordance with Chapter 57 and Sections 2306.2 through 2306.6.3. See also Fargo Municipal Code, Section 9-0604.

Section 3106.2 is hereby amended to read as follows:

3106.2 General. Outdoor assembly events with planned attendance exceeding 1,000 people shall be in accordance with this section and Section 403.11. Temporary structures erected for outdoor assembly events shall comply with this chapter.

Section 3303.1 is hereby amended to read as follows:

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3303.1 Program development and maintenance. The owner or owner's authorized agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, alteration or demolition work. The plan addresses the requirements of this chapter and other applicable portions of this code, the duties of staff and staff training requirements. When required by the fire code official, ~~T~~the plan shall be submitted and approved before a building permit is issued. Any changes to the plan shall be submitted for approval.

Section 5704.2.9.6.1 is hereby amended to read as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. Above-ground tanks, with a capacity exceeding 660 gallons, outside of buildings shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoned districts. Above-ground tanks outside of buildings in all non-industrial zoned districts shall not exceed 660 gallons in individual capacity or 1,320 gallons in aggregate capacity, and tanks outside of buildings used for dispensing shall be listed and labeled as protected above-ground tanks in accordance with UL 2085.

Section 5704.2.13.1.4 is hereby amended by adding the following Subsection 7:

* * * *

7. Site assessment is required to determine if there are any spills, leaks, or discharge from the tank system. Records of site assessment shall be kept on the site of tank location.

Section 5705.3.7.5.1 is hereby amended by adding the following Exception 2:

Exception: 1. Where natural ventilation can be shown to be effective for the materials used, dispensed or mixed.

2. When approved by the chief, continuous ventilation may be provided for one complete air change per hour, if supplemented with mechanical ventilation designed to provide for a complete air change six times per hour. The non-continuous ventilation equipment and any lighting fixtures shall be operated by the same switch located outside of the door.

Section 5806.2 is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

5806.2 Limitations Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. Stationary containers shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoning districts.

Section 6103.2.1.6 is hereby amended to read as follows:

6103.2.1.6 Use with self-contained torch assemblies. Portable LP-gas containers are allowed to be used to supply approved self-contained torch assemblies or similar appliances. Such containers shall not exceed a water capacity of ~~2 ½ pounds (1 kg)~~ 12 pounds.

Section 6104.2 is hereby amended to read as follows:

6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed 2,000 gallons (7570 L). Unprotected tanks with a water capacity exceeding 2,000 gallons shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoning districts.

Appendix B "Fire-Flow Requirements for Buildings" is hereby adopted and enacted in its entirety.

Appendix C "Fire Hydrant Locations and Distribution" is hereby adopted and enacted in its entirety.

Appendix D "Fire Apparatus Access Roads" is hereby adopted and enacted in its entirety.

Section D103.1 is hereby deleted in its entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

by a fine not to exceed $1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

CITY OF Fargo Fire Department

2j

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN SJD

DATE: APRIL 28, 2022

SUBJECT: AN ORDINANCE AMENDING SECTION 7-0302 OF ARTICLE 7-03 OF CHAPTER 7 OF THE FARGO MUNICIPAL CODE RELATING TO CIVIL SERVICE-RULES AND REGULATIONS

Chapter 7 of the Fargo Municipal Code governs Civil Service Rules and Regulations. The current rules state that the fire department establishes a list of eligible applicants for the fire department. The list is limited to 15 applicants. The current list is quickly being exhausted and there appears that we could exhaust the list and still have positions to fill during the life of the current list. There are applicants past the 15 on the list that appear to be viable candidates for employment with the City of Fargo Fire Department.

The City Attorney has drafted an amendment to the Chapter 7 of the Municipal Code to mirror language that is in the previous paragraph that governs police department applicants.

RECOMMENDED MOTION: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 7-0302 of Article 7-03 of Chapter 7 of the Fargo Municipal Code Relating to Civil Service Rules and Regulations.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7-0302 OF ARTICLE 7-03, OF CHAPTER 7 OF THE FARGO MUNICIPAL CODE RELATING TO CIVIL SERVICE-RULES AND REGULATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 7-0302 of Article 7-03 of Chapter 7 of the Fargo Municipal Code is hereby amended to read as follows:

7-0302. Recruitment. –

* * *

D. Establishment of eligible entrance and promotional employment lists—police and fire departments.

With respect to initial application to the police department, applicants receiving a passing score on competitive examinations and having satisfactorily completed all other requirements shall be placed on a list of eligible applicants for a period of two years provided, however, that the appointing authority may establish the maximum number of eligible applicants as deemed necessary and appropriate.

With respect to initial application to the fire department, applicants receiving a passing score on competitive examinations and having satisfactorily completed all

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

other requirements shall be placed on a list of eligible applicants for a period of one year provided, however, that ~~such list shall not exceed fifteen (15) candidates~~ the appointing authority may establish the maximum number of eligible applicants as deemed necessary and appropriate.

The appointing authority may request a new competitive examination for initial application to the police and fire departments as deemed necessary and appropriate. In such cases, the list of additional applicants will be consolidated into the existing eligibility list provided, however, that the maximum period of eligibility shall not exceed the maximum eligibility at the time of examination. All candidates undergoing examination shall be bound by the eligibility period at the time of testing and shall forfeit previous list standing.

With respect to promotions within the police and fire departments, applicants receiving a passing score on competitive examinations shall be placed on a list of eligible applicants for promotion for a period of two (2) years or until a new test is required by the appointing authority. The appointing authority may request a new competitive examination as deemed necessary and appropriate. The period of eligibility on a promotional list shall not exceed two years.

* * *

Section 3. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

3a

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

Full, Legal Name of Gaming Organization: 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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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: 5/16/2022
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)

36

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: 7/1/22	Ending Date(s) Authorized: 6/30/23	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 5/16/2022
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)

30

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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 5/16/2022
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)

3d

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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 5/16/2022
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)

30

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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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
Signature of City/County Official	Date: 5/16/2022
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)

(34)

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: Drumconrath Brewing Co.			
Street: 630 1st Ave N	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 played in entire bar, 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
- [x] 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 5/16/2022
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)

3gr

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 7/1/22	Ending Date(s) Authorized 6/30/23		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 entire bar, 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
- [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
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/16/2022
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

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Bismarck, ND 58505-0040
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

3h

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 Broadway	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 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: 5/16/2022

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)

31

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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 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 5/16/2022
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)

31

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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 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
- [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: 5/16/2022
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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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)

3K

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: Tailgator's			
Street: 1322 Main Ave	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/22	Ending Date(s) Authorized: 6/30/23	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 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: 5/16/2022
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)

3l

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 Drive	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 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
- [x] 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 5/16/2022
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)

3m

G-1038(291)A
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization: Fargo Post 2 Baseball Club

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: Herds and Horns			
Street: 1414 12th Ave N	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/2022	Ending Date(s) Authorized: 6/30/2023		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)**: East Wall			
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 5/16/2022
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)

3n

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: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 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
- [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
- [x] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/16/2022
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)

30

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: 7/1/22	Ending Date(s) Authorized: 6/30/23	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: 5/16/2022
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)

3P

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 - Scheel's Arena (SHAC)			
Street: 1340 Administration Ave.	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 5/16
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)

39

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: 4301 17th Ave. S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 Dining 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
- [ ] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [x] 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 5/16
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)

3r

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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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
- [ ] **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: 5/16/2022
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)

35

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: King Pinz			
Street: 3485 Jack's Way	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/22	Ending Date(s) Authorized: 6/30/23		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**): In the 48 Lounge section of the business			
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
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/16/22
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)

3t

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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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 Bar 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
- [ ] **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 5/16/22

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)

3u

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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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
- [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
- [x] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [x] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/16/2022
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)

3v

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: 7/1/22	Ending Date(s) Authorized: 6/30/23		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
- [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 5/16/2022
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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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:

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

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

$25.00
✓1061

(400)

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

Games to be Conducted ☐ Raffle by a Political or Legislative District Party

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

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

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to Dare 2 Stand Out (see attached info/article)	Dates of Activity 9/10/22	If raffle, provide drawing date 9/10/22	
Organization or Group Contact Person Shane Husar	Title or Position Treasurer	Telephone Number 701-214-0864	
Business Address 307 Prairie Drive	City Harwood	State ND	ZIP Code 58042
Mailing Address *(if different)* SAME	City	State	ZIP Code
Site Name *(where gaming will be conducted)* Drekker Brewing Event Center			
Site Address 1666 1st Ave North	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash	unknown - will be under limit
Blackjack	Cash ($25 max - NO limit)	unknown - will be under limit
	Total *(limit $40,000 per year)*	Less than $40,000

Intended Uses of Gaming Proceeds Operation + Activity expenses for Dare 2 Stand Out Charity - see attached

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)

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

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Jennifer Spiesz	Gaming Event Coordinator	701-306-6851	jjspiesz@msn.com

Signature of Organization or Group's Top Official	Title	Date
[signature]	TREASURER	5/4/22

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Cash $25.00 MS-2

46

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

Games to be Conducted
☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date	
Provost Guard	Sept 8, 2022	Sept 8, 2022	
Organization or Group Contact Person	**Title or Position**	**Telephone Number**	
Keith Lingle	Treasurer	701-361-9370	
Business Address	**City**	**State**	**ZIP Code**
1429 3rd St N	Fargo	ND	58103
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 St N	Fargo	58103	Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	(10) $100.00 Schuels Gift Cards	$1,000.00

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

Intended Uses of Gaming Proceeds
Unit operations – Training, Transportation Fund, [redacted]

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: 5,525.00 (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
Keith Lingle	Treasurer	701-361-9370	klingle@wrigleymechanical.c
Signature of Organization or Group's Top Official		**Title**	**Date**
[signature]		Treasurer	5/9/2022

Cash
5/11/22

(40)

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

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: FM AM Rotary	Dates of Activity: 9-1-22 to 2-15-23	If raffle, provide drawing date	
Organization or Group Contact Person: Tom Thompson	Title or Position: Chairperson	Telephone Number: 701-793-4303	
Business Address: P.O. Box 9359	City: Fargo	State: ND	ZIP Code: 58106
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)*: Delta by Marriott			
Site Address: 1635 42nd ST. S.	City: Fargo	ZIP Code: 58103	County: CASS

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Monday Night Football:		
17 Games	pay 25$ for a book and have a	
chance of winning 50$ each game with		
$50 dollars	half time and $100 for final score	
of the superbowl		

Total *(limit $40,000 per year)* 9,800.00

Intended Uses of Gaming Proceeds: Philanthopic

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: Tom Thompson	Title: Chairperson	Telephone Number: 701-793-4303	E-mail Address: rotarytt429@gmail.com
Signature of Organization or Group's Top Official: Tom Thompson		Title: Chair	Date: 5-11-22

THE CITY OF Fargo FAR MORE

5

AUDITOR'S OFFICE
Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov

DATE: May 9, 2022

TO: Fargo City Commission

FROM: Steven Sprague, City Auditor
Terri Leier-Sprenger, Fargo Gaming Auditor

In order to benefit local charities, the Auditor's office is recommending modifying the language in Gambling Requirement #1 to reflect the following:

1. Charitable organizations shall "have a presence in the City of Fargo" and operate at no more than five establishments at one time, with the exception of the following game types: Raffles, Electronic 50/50 Raffles, Calcutta's or a combination of the three.

This additional language will add credence to "presence" in Fargo which already is reflected in Gambling Requirement #2 where a gaming committee member of the Governing Board shall be a resident of the City of Fargo.

See attached Gambling Requirements.

Recommend Motion:

Approve change to Gambling Requirement number 1.

GAMBLING REQUIREMENTS

As Adopted by the Fargo City Commission

1. Charitable organizations shall have a presence in the City of Fargo and operate at no more than five establishments at one time, with the exception of the following game types: Raffles, Electronic 50/50 Raffles, Calcuttas or a combination of the three.

2. One of the gaming committee members shall be a resident of the City of Fargo.

3. Information submitted by the applicant to the State shall be made available to the City.

4. If an organization closes a location, it must submit in writing to the City Auditor's Office an explanation for closing the location. The organization must also provide copies of final reports submitted to the Attorney General's Office. Final reporting must include a North Dakota Quarterly Gaming Tax Return.

5. There should be a 45 day waiting period between opening the first and second operations by an organization, enabling the City to monitor early operating procedures.

6. No site authorization shall be granted without prior approval of the Fire Department, Building Inspection Department and the Police Chief.

7. Gambling, with the exception of bingo and raffles, shall be restricted to hours that alcoholic beverage establishments are open.

Procedures for Site Changes for Games of Chance:

8. A letter must be submitted by the former organization and owner of premises to the City Auditor's Office stating the day they will be vacating the premises.

Requirement/Procedures for "Limited Scope Review"

9. Annually, all gaming site renewals and new gaming sites must complete a "Limited Scope Review" prior to the request for approval by the Fargo City Commission. This review will determine whether the record keeping for each game of chance to be conducted is in compliance with "North Dakota Games of Chance Rules and Law", and whether the organization has established internal control procedures for all gaming activity.

THE CITY OF Fargo FAR MORE

AUDITOR'S OFFICE
Fargo City Hall
225 4th Street North
PO Box 2471
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www.FargoND.gov

(6)

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **STEVEN SPRAGUE, INTERIM DIRECTOR OF FINANCE** SS

RE: **ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND INDEPENDENT AUDITOR'S REPORTS**

DATE: **MAY 11, 2022**

The Finance Department completed the Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2020 that includes the Independent Auditor reports on our general purpose financial statements as well as all reports required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) for federal grant programs. The independent auditing firm of Eide Bailly LLP, Fargo North Dakota, completed the audit. A "clean" unmodified opinion was provided reflecting adherence to financial requirements and standards which means that the City is following generally accepted accounting principles and has an appropriate level of internal controls in place to safeguard municipal assets.

There were no audit findings or recommendations for changes in our internal control structures currently in place.

I would like to express my appreciation to all Department Heads, Division Managers and employees that work with our financial systems throughout the year with a high degree of attention to detail and adherence to accounting policies and procedures.

This report was submitted to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program for review and grading under this voluntary quality control program. We have achieved this award for the past twenty-three years.

The entire Annual Comprehensive Financial Report is posted on the City of Fargo website for citizens and other interested parties to review. This includes the audit opinions, financial statements, statistical data and a schedule of federal financial assistance received by the City in 2020.

Suggested Motion:

Approve the Independent Auditor's report and the City Annual Comprehensive Financial Report for the year ending December 31, 2020.

EideBailly

CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Honorable Mayor
and Members of City Commission
City of Fargo, North Dakota
Fargo, North Dakota

Report on the Financial Statements
We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fargo, North Dakota (the City), as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

What inspires you, inspires us. | eidebailly.com

111 S. 2nd St., Ste. 300 | Mankato, MN 56001-5803 | T 507.387.6031 | F 507.387.6436 | EOE

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2020, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 4 to the financial statements, the City has adopted the provisions of GASB Statement No. 84, *Fiduciary Activities*, which has resulted in a restatement of the fiduciary fund net position as of January 1, 2020. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management discussion and analysis, the pension information including, significant assumptions used to measure total pension liability, schedule of change in net pension liability, schedule of employer contributions, schedule of net pension liability- City of Fargo's proportionate share, and schedule of employer contributions- City of Fargo's proportionate share as presented, and the OPEB information including, significant assumptions used to measure the OPEB liability, schedule of employer's share of net OPEB liability, schedule of employer contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's financial statements. The introductory section, combining and individual fund statements, capital assets used in the operation of governmental funds, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual nonmajor fund statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section, capital assets used in the operation of governmental funds, and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated June 30, 2021 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Eide Bailly LLP

Mankato, Minnesota
June 30, 2021

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

1

Project No. FP-19-A0 Type: Contract Amendment #2

Location: 52nd – 76th Ave. S. & Veterans – I-29 Date of Hearing: 5/9/2022

Routing	Date
City Commission	5/16/2022
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed a communication from Project Manager, Nathan Boerboom, related to Contract Amendment #2 submitted by Houston Engineering in the amount of $465,000.00 for additional work associated with the 2nd phase of this project.

This additional work consists of oversight of the excavation that Horace will be completing to ensure it is completed to Fargo's requirements, the addition of the development of plans and specifications for the 2nd phase of the pond, and design for approximately one mile long east-west open channel that will be constructed to the Fargo Park District's Sports Complex.

Staff is recommending approval of Contract Amendment #2 in the amount of $465,000.00, bringing the total contract amount to $990,000.00.

On a motion by Steve Dirksen, seconded by Steve Sprague, the Committee voted to recommend approval of the Contract Amendment #2 to Houston Engineering.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Contract Amendment #2 to Houston Engineering in the amount of $465,000.00, bringing the total contract amount to $990,000.00.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: CWSRF

	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	☐	☐	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Vacant, 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: Nathan Boerboom
Division Engineer

Date: May 5, 2022

Subject: Project No. FP-19-A0 - Contract Amendment #2
Southwest Metro Regional Stormwater Pond

Background:
The first phase of the Southwest Metro Regional Pond was successfully completed last summer. By the end of this summer, the stockpiled material from the first phase is anticipated to be reduced to an amount that will allow for the second phase of the pond to be excavated next summer. Therefore, to prepare for this next phase, staff has requested Houston Engineering to submit a Contract Amendment for the design and administration of it, as well as, the recent request that the City is considering from the City of Horace.

The following are the tasks included within this proposed amendment:

City of Horace Borrow Operations
The City of Horace has requested access to our Southwest Metro Regional Pond site in order to be allowed to excavate approximately 175,000 cubic yards of clay for projects they have scheduled for this summer (detail on this request is available within a draft MOU between the City of Fargo and Horace, which is not included with this memorandum). This Amendment includes budget for Houston Engineering to develop a grading surface for this excavation area as well as provide construction oversight of the excavation to ensure that it is done to Fargo's specifications and requirements. The budget for this work is $90,000.

Phase 2 Design & Construction Administration
This Amendment includes budget for development of plans and specifications for the 2nd phase of the pond as well as design for the approximately 1 mile long east-west open channel that will be constructed over to the Fargo Park District's Sports Complex. Also included is the construction administration and inspection budget for this 2nd phase of construction, which is scheduled to occur in 2023. The budget for this work is $325,000.

Wetland Mitigation Monitoring & Reporting
One of the permits required for this project was a United States Army Corps of Engineers (USACE) 404 permit due to the wetland impacts associated with the construction of the pond. The overall design of the pond includes multiple forebay stormwater treatment areas, which USACE has determined are able to provide sufficient mitigation credits for the impacted wetlands. Part of the 404 permit requirements include the monitoring and documentation that the wetland mitigation areas are in place as approved by USACE. This monitoring is required to occur over a 5-year period. Houston Engineering has submitted a budget of $50,000 for this monitoring and documentation.

A full description of the work can be seen on the attached amendment submitted by Houston Engineering.

Recommended Motion:
Approval of Contract Amendment No. 2 for Project No. FP-19-A0, the Southwest Regional Stormwater Pond, in the amount of $465,000.00 to Houston Engineering.

NAB/klb
Attachment

Fargo Corporate Office 701.237.5065 701.237.5101

1401 21st Avenue North Fargo ND 58102

HoustonEngineering Inc.

ENGINEERING TASK ORDER

AMENDMENT NO. 2 – FOR ADDITIONAL ENGINEERING SERVICES

Date: May 5, 2022

Project: City of Fargo Project No. FP-19-A0
SW Regional Stormwater Pond Masterplan
HE Project No. 6059-0168

Client: City of Fargo
225 4th Street North
Fargo, ND 58102
Phone (701) 241-1545

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is for additional Professional Engineering services for the above referenced project. The City of Fargo is entering into an agreement with the City of Horace to allow them to take clay borrow from the next phase of the SW Pond. This amendment will cover costs to develop a grading plan and provide construction administration and observation service at the borrow location while the City of Horace's contractors utilize the borrow area. This amendment also covers additional engineering services for the development of plans and specifications for another phase of the SW Pond Construction. Lastly, in order to ensure compliance with the wetland mitigation plan submitted for the USACE 404 permit, this amendment includes wetland monitoring and reporting.

PHASE 3 – HORACE BORROW SITE ENGINEERING SERVICES

Task 1 – Grading Plan
HEI will develop a grading surface and a grading plan sheet that will be inserted into the City of Horace's construction plan sets. This grading plan will dictate where and how the contractor shall excavate clay from the SW Pond borrow site. Plan notes will be included to control the work and ensure the excavation is compatible with the overall SW Pond design. A signed plan sheet and 3D grading surface will be developed and delivered to the City of Fargo.

Task 2 – Construction Services
This task is for part time construction administration and observation of the borrow site during construction. This task also includes setting GPS site control for use by

HoustonEngineering Inc.

the contractor. In developing the scope for this task, we have assumed 20 weeks of construction with 20 hours per week of field time to observe construction and 4 hours per week of office time for construction administration. At the end of construction, we will complete a survey of the excavation area for record drawings.

Total Phase 3 Fee $90,000

PHASE 4 – SW POND PHASE 2 DESIGN AND CONSTRUCTION DOCUMENTS

Task 1 – Design and Construction Documents
This task consists of completing design, plans, and specifications for phase 2 of the SW Pond construction. The original project was divided into 4 possible construction phases equaling approximately 500,000 CY of excavation each. We will update the project grading based on the phase 1 work completed in 2021 as well as the planned Horace borrow site excavation. We will also complete design of the east-west ditch system beginning at the Sanford Sports Complex and ending at the SW Pond. We have included budget do develop up to 2 alternatives for the ditch geometry. We have also included budget for 2 meetings with the City of Fargo and Fargo Park District to develop the preferred alternative for the ditch corridor. We have included budget to update the overall system hydraulics to account for changes to the system resulting from this design phase and current work occurring on 45th St S and 64th Ave S. We will then complete construction plans and specifications based on the updated project grading and preferred ditch alternative. At the completion of this phase, we will deliver construction documents to the City for bidding in 2023.

Phase 4 Task 1 Fee $140,000

Task 2 – Construction Administration, Observation, and Staking
This task is for construction administration, observation, and staking services during construction of the Phase 2 pond and east-west ditch. In developing the scope for this task, we have assumed 20 weeks of construction with 50 hours per week of field time to observe construction and 8 hours per week of office time for construction administration. We have also assumed an average of 4 hours per week for construction staking. Since the full extent of the project is unknown at this time, the anticipated hours outlined above may need to be adjusted once the design phase has been completed.

Phase 4 Task 2 Fee $185,000

Total Phase 4 Fee $325,000

HoustonEngineering Inc.

PHASE 5 – WETLAND MONITORING AND USACE REPORTING

HEI will make 2 site visits per year for the next 5 years to observe and document site conditions during wetland development. At the end of each year, we will complete an annual wetland monitoring report summarizing the status of wetland development and provide updates to the USACE. At the end of the 5-year monitoring period we will develop a final report and submit it to the USACE in compliance with the projects USACE 404 permit.

Total Phase 5 Fee $50,000

PROPOSED PROJECT FEE

The total estimated fee for the above-described scope of services amendment is **$465,000**. Additional work required beyond the scope listed above will require a task order amendment. Houston Engineering, Inc. will perform the services as outlined above. Tasks will be performed at our hourly rates in effect at the time the work is completed.

The work outlined in this amendment will be completed in a timely manner and will commence upon receipt of a Task Order Amendment from the City of Fargo in accordance with the 2019-2021 Professional Engineering, Land Surveying, and Land Management Master Services Agreement between Owner and Consultant of Engineering Consultation Services. We appreciate the opportunity to continue working with the City on this project.

Sincerely,

HOUSTON ENGINEERING, INC.

Michael P. Love, PE

H:\JBN\6000\6059\6059_0168 SW Pond Planning\PM\Amendment 2\FP-19-A0 - Houston Task Order #1 - Amendment #2.docx

(8)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-C0 Type: Contract Amendment #3

Location: Woodcrest Date of Hearing: 5/9/2022

Routing	Date
City Commission	5/16/2022
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Contract Amendment #3 submitted by Houston Engineering in the amount of $37,000.00, for additional work.

Staff is recommending approval of Contract Amendment #3 in the amount of $37,000.00, bringing the total Contract amount to $514,000.00.

On a motion by Steve Dirksen, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #3 to Houston Engineering.

RECOMMENDED MOTION
Concur with recommendations of PWPEC and approve Amendment #3 in the amount of $37,000.00, bringing the total contract amount to $514,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Flood Sales Tax (460)

	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	☐	☐	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Vacant, 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: Nathan Boerboom, Division Engineer

Date: May 4, 2022

Subject: Project No. FM-19-C0 - Contract Amendment #3
Woodcrest Area Flood Mitigation

Background:

Design of the Woodcrest Area Flood Mitigation Project has recently been completed and is currently out for bid. During the final design process, staff asked Houston Engineering to complete a few modifications to the design. These design changes will allow for better maintenance access in the lift station, as well as lower the overall cost of the project by reducing the amount of clay necessary for the levee construction. Additionally, staff asked Houston Engineering to create multiple extra exhibits that we used during our levee easement discussions with the Property Owners.

As a result of this additional work, an amendment is necessary for this contract with Houston Engineering. The attached amendment has been reviewed by staff and we concur with the items being requested for additional payment.

The Amendment is being requested for the following task:

- Task 6 (Design and Plan Preparation for Phase 1) – Increase of $37,000.00

If approved, the revised total contract amount for this contract will be $514,000.00.

Full descriptions of the additional work can be seen on the attached amendment submitted by Houston Engineering.

Recommended Motion:

Approval of Contract Amendment #3 for Project No. FM-19-C0, the Woodcrest Area Flood Mitigation, in the amount of $37,000.00 to Houston Engineering.

NAB/klb

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102

HoustonEngineering Inc.

PROFESSIONAL SERVICES

AMENDMENT NO. 3 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project FM-19-C0 – Woodcrest Area Flood Mitigation
HE Project No. 6059-0165

Client: City of Fargo
225 4th Street N.
Fargo, ND 58102
Phone (701) 241-1545
Attn: Nathan Boerboom, Division Engineer

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is for additional Professional Engineering services necessary to develop final plans and specifications for the above referenced project. On February 2, 2022, final signed plans and specifications were issued to the City for project bidding. Due to delays in the easement acquisition process, the plans need to be revised and new signed plans and specifications issued. The additional services required to complete design revisions and reissue plans and specifications for Phase 1 of the project is broken down in the Task 6 section below.

Task 6 – Design and Plan Preparation Amendment (Phase 1 – Levee & Lift Station)

The following items outline the additional work needed that was not included in our original budget and Amendments No. 1 & 2.

- Additional landowner exhibits for easement negotiations.
- Revisions to lift station catwalk system to better accommodate maintenance.
- Additional geotechnical soils investigation and analysis to utilize additional topsoil on-site. This work will reduce the amount of topsoil exported from the project and the amount of clay imported to the project, thereby reducing the overall project cost.
- Revisions to the levee design section to utilize less clay import and more excess topsoil on-site.
- Revisions to the plans and special instructions to bidders to accommodate a potential change order to remove the southern levee portion if necessary.
- Issuance of revised signed plans and specifications.

HoustonEngineering Inc.

May 2, 2022
Page 2

Basis of Proposal: This amendment covers the additional services as described above. We anticipate that additional amendments will be required at a future date for construction administration, observation, and survey and quality control testing.

Fee: The total budget for the above described tasks is **$37,000**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-C0 dated May 6, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the additional work outlined above.

HOUSTON ENGINEERING, INC.

Michael P. Love, PE
Project Manager

H:\JBN\6000\6059\6059_0165\PM\FM-19-C0 Prof Services Agreement - Amendment No. 3.docx

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Project No. FP-19-A4 Type: Memorandum of Understanding

Location: Southwest Metro Regional Storm Water Pond Date of Hearing: 5/9/2022

Routing	Date
City Commission	5/16/2022
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding a Memorandum of Understanding between the City of Fargo and the City of Horace, which will allow Horace to enter into Fargo's Southwest Metro Regional Pond property to excavate clay for two upcoming Horace construction projects.

Staff has reviewed the amount of clay being requested from Horace and has determined that our clay stockpile does not have a sufficient amount in it for their projects as well as ours. However, since Fargo will not be having an active construction project on the Pond property, we proposed to Horace that we could accommodate the clay fill requirements by having their contractors excavate the clay from our future Pond. It was determined that this would provide mutual benefit to both cities. The specific benefit that Fargo receives by this is the reduced cost of future pond excavation which we estimate the savings to be approximately $800 to 9000k. Since this project is assessed to the benefitting land they will see that cost savings thus reducing the assessment. To facilitate the excavation of clay material we have drafted a Memorandum of Understanding (MOU) for this work. The following are summaries for each City:

Fargo

- Develop grading plans for specific locations to be excavated from the Pond.
- Provide construction oversight of the Pond excavation to ensure Horace's contractors are in compliance with the grading plans as well as maintaining the Pond site.

Horace

- Incorporate Fargo's grading plans into their projects' plans and specifications.
- Provide final plans and specifications to Fargo for review and approval (specific only to the Pond site).
- Ensure contractors are in compliance with the plans and specifications.
- Horace contractors cannot impact or limit any of Fargo's contractors from accessing our existing clay stockpile.
- Maintain planned haul route, which is 64th Avenue South from the Pond to Veterans Boulevard and Veteran's Boulevard from 64th Avenue South to 100th Avenue South.

The term of this MOU will expire on October 15, 2022, so that the site is fully restored by Horace prior to the end of the construction season. This will ensure that our planned 2nd phase of the Pond excavation will not be impacted by Horace's projects.

Staff is recommending approval of the Memorandum of Understanding between the City of Fargo and the City of Horace allowing Horace to enter into Fargo's Southwest Metro Regional Pond property to excavate clay.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of the Memorandum of Understanding with the City of Horace allowing Horace to enter into Fargo's Southwest Metro Regional Pond property to excavate clay.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Memorandum of Understanding with the City of Horace allowing Horace to enter into Fargo's Southwest Metro Regional Pond property to excavate clay.

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	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Vacant, 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: Nathan Boerboom, Division Engineer

Date: May 6, 2022

Subject: Project No. FP-19-A - MOU with City of Horace
Southwest Metro Regional Stormwater Pond

Background:

The first phase of construction for the Southwest Metro Regional Pond (Pond) was completed this past year. The clay excavated from this first phase has been stockpiled in the southeast corner of the property and is scheduled to be a clay borrow source for the City's upcoming construction projects this summer. Due to the amount of material in this stockpile, we do not have the construction of the next phase of the Pond scheduled until 2023.

Recently, staff has been approached by the City of Horace (Horace) in regards to the clay fill requirements for two of their upcoming construction projects, both scheduled to occur in 2022. Staff has reviewed the amount of clay being requested from Horace and has determined that our clay stockpile does not have a sufficient amount in it for their projects as well as ours. However, since Fargo will not be having an active construction project on the Pond property, we proposed to Horace that we could accommodate the clay fill requirements for their projects by having their contractors excavate the clay from our future Pond. After further discussion on this option, it was determined by both cities that by having Horace excavate a portion of Fargo's future Pond, it would provide mutual benefit to both cities. The specific benefit that Fargo receives by this is the reduced cost of future excavation of the Pond. We estimate the savings to be approximately $800-900k.

To facilitate the excavation of clay material by Horace from Fargo's Pond property, we have drafted a Memorandum of Understanding (MOU) for this work. This MOU specifies each City's responsibilities and requirements during the term of the MOU. The following are summaries for each City:

Fargo

- Develop grading plans for the specific locations to be excavated from the Pond.
- Provide construction oversight of the Pond excavation to ensure Horace's contractors are in compliance with the grading plans as well as maintaining the Pond site.

Horace

- Incorporate Fargo's grading plans into their projects' plans and specifications.
- Provide final plans and specifications to Fargo for review and approval (specific only to the Pond site).
- Ensure their contractors are in compliance with the plans and specifications.
    - Fargo is able to notify Horace if their contractors are not in compliance and Horace will have a 72-hour correction period to get their contractors back in compliance.
    - If compliance is not completed within 72-hours, Fargo has the right to stop work, remove Horace's contractors, and complete any restoration to the Pond site. Any costs incurred by Fargo for this restoration would be reimbursed by Horace.
- Horace contractors cannot impact or limit any of Fargo's contractors from accessing our existing clay stockpile.
- Maintain planned haul route, which is 64th Avenue South from the Pond to Veterans Boulevard and Veterans Boulevard from 64th Avenue South to 100th Avenue South.
    - At end of hauling operations, Horace is responsible to restore the roads to their current conditions, which may include adding gravel to the roads.
    - Fargo and Horace will inspect the haul roads upon them being restored and both parties shall agree that they have been properly restored.
    - If Horace fails to properly restore the roads, Fargo has the right to complete the restoration and Horace has agreed to pay for all costs incurred by Fargo to complete the restoration.

Attached with this Memorandum is the complete MOU between Fargo and Horace. The term of this MOU will expire on October 15, 2022, so that the site is fully restored by Horace prior to the end of the construction season. This will ensure that our planned 2nd phase of the Pond excavation will not be impacted by Horace's projects.

Recommended Motion:

Approve the Memorandum of Understanding between the City of Fargo and the City of Horace, which will allow for Horace to enter into Fargo's Southwest Metro Regional Pond property to excavate clay for two upcoming Horace construction projects.

NAB/klb
Attachment

MEMORANDUM OF UNDERSTANDING
REGARDING EXCAVATION OF SOUTHWEST METRO REGIONAL POND

This Memorandum of Understanding ("MOU") is entered into between the City of Fargo, a North Dakota municipal corporation whose address is 225 Fourth Street North, Fargo, North Dakota 58102 ("Fargo"), and the City of Horace, a North Dakota municipal corporation whose address is 215 Park Drive East, Horace, North Dakota 58047 ("Horace").

WHEREAS, North Dakota Century Code § 40-05.1-06 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts;

WHEREAS, North Dakota Century Code § 40-05.1-06 and Article 3 of Horace's Home Rule Charter authorizes Horace to enter into contracts;

WHEREAS, Fargo is currently developing the Southwest Metro Regional Pond ("Regional Pond") located in the Northwest Quarter of Section 4, Township 138 N, Range 49 W between 52nd Avenue South and 64th Avenue South and 45th Street South and Veterans Boulevard;

WHEREAS, Fargo excavated and stockpiled clay soil from the site of the Regional Pond, and it will be necessary to excavate additional cubic yards of clay soil from the Regional Pond property;

WHEREAS, Horace is in need of approximately 175,000 cubic yards of clay soil for two development projects, known as the Maple Lake Estates Addition (Phase II) and Southdale Farms Fourth Addition;

WHEREAS, Fargo has an excess of clay soil and has determined the benefit of having the clay soil excavated and removed from the Regional Pond property by Horace is greater than the value of the clay soil to be excavated; and

WHEREAS, it is of mutual benefit to Fargo and Horace for Horace to excavate, remove, and haul the approximately 175,000 cubic yards of clay soil from the Regional Pond site for use in its two upcoming projects.

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. Excavation. Fargo hereby agrees to allow Horace, including its agents, representatives, and contractor(s) (hereafter "Horace Contractors"), to enter Fargo's Regional Pond property to perform excavation and removal of approximately 175,000 cubic yards of clay soil. Horace shall be solely responsible for all extraction, removal, and hauling of the clay soil, and shall be solely responsible for all the costs and expenses of the excavation, removal, and hauling, and as further described herein.

2. Grading Plans. Fargo and/or its consultants shall develop grading plans for the specific locations where the Horace Contractors will excavate from the Regional Pond property. Horace

shall only be permitted to excavate from these specific locations. Horace Contractors shall be required to complete all work specified on these grading plans, which shall include, but not be limited to, excavating to finished ground surface levels, stripping and stockpiling topsoil in the designated area, rerouting field bypass ditch, and following the designated travel route from the excavation area to 64th Avenue South. Fargo will provide Horace with the finished ground surface levels of the project grading. The Horace Contractors shall utilize GPS machine control or provide their own survey to adhere to the grading plans and finished ground surface levels.

3. Horace Plans and Specifications. Horace shall incorporate Fargo's grading plans into the plans and specifications for the projects, including specifications detailing the requirements for the Horace Contractors' work at the Regional Pond site. Fargo shall be afforded a reasonable opportunity to review Horace's plans and specifications, and before they are finalized Fargo must approve the plans and specifications. Fargo's review and approval shall be limited to the plans and specifications pertaining to the Regional Pond work and the haul road specifications.

4. Excavation Compliance and Checks. Fargo shall have its agents, representatives, and/or consultants at the Regional Pond site during all excavation activities by the Horace Contractors to ensure compliance with the grading plans and proper maintenance of the Regional Pond property. Fargo will designate a representative/consultant to perform random spot checks during excavation to verify the final grades of clay and topsoil surfaces. Fargo shall have sole discretion to determine when and where the random spot checks will occur. Horace and the Horace Contractors shall not undertake any action to prevent Fargo from performing the random spot checks. The individual spot checks must be within +/- 0.10' from the design grades. The average of all spot checks shall be within +0.05' and -0.10' of design grade.

5. Correction Period. Horace shall be solely responsible for directing the Horace Contractors, and Fargo shall have no authority over or responsibility for the Horace Contractors. If, however, Fargo determines the Horace Contractors are not in compliance with the plans, specifications, hauling requirements, or grade requirements, then Fargo shall notify Horace of the Horace Contractors' non-compliance. Upon Fargo notifying Horace of the non-compliance, Horace shall be taking active steps toward compliance within 24 hours of notice and shall have 72 hours to get the Horace Contractors in compliance. If, after the correction period of 72 hours expires, Fargo determines the Horace Contractors are not in compliance, then Fargo, at its discretion, shall have the sole and exclusive right to stop work and require the Horace Contractors to leave the Regional Pond property.

If Fargo requires the Horace Contractors to leave the Regional Pond property, then prior to leaving the property Horace shall be solely responsible for having the Regional Pond property restored as directed by Fargo. If Horace fails to complete the restoration to the satisfaction of Fargo, and in a timely manner as determined by Fargo, then Fargo has the right to restore the property, including hiring contractors to complete the restoration, and Horace agrees to pay for all costs and expenses incurred by Fargo to complete the restoration, including the cost of Fargo's contractors.

6. Haul Route Maintenance. Horace shall utilize 64th Avenue South from the Regional Pond property to Veterans Boulevard, and 57th Street/Veterans Boulevard from 64th Avenue South to 100th Avenue South as a haul route. These roads are mutually owned and maintained by Fargo

and Horace. As a result of Horace designating these roads as a haul route for purposes of this MOU, Horace shall be solely responsible for maintaining the roadways during the hauling operations and will restore the roads to the current conditions (e.g., the condition as of the date of the execution of this MOU) upon completion of the hauling operations arising hereunder. If Fargo requires the Horace Contractors to leave the Regional Pond property as described in Paragraph 5 above, then Horace shall also at that time restore the roads to the current conditions at the sole cost and expense of Horace.

If Horace fails to restore the road to the current conditions in a timely manner, then Fargo has the right to restore the roads, including hiring contractors to complete the restoration, and Horace agrees to pay for all costs and expenses incurred by Fargo to complete the restoration, including the cost of Fargo's contractors.

7. Haul Route Inspection. Upon completion of the excavation and hauling operations, Horace shall notify Fargo and both parties shall inspect the haul route roads and mutually agree that the roads are restored to the current conditions (e.g., the condition as of the date of the complete execution of this MOU), which may include adding gravel to the portion or portions of the roads that currently are gravel surfaces. To the extent any restoration is required, Horace shall be solely responsible for the restoration, including the cost of materials. If Horace fails to restore the roads in a timely manner, then Fargo has the right to restore the roads, including hiring contractors to complete the restoration, and Horace agrees to pay for all costs and expenses incurred by Fargo to complete the restoration, including the cost of Fargo's contractors.

8. No Impact to Stockpile. Horace and the Horace Contractors shall not impact or impair any of Fargo's agents, representatives, designees, or contractors, who have been granted permission by Fargo to access the clay stockpile, from accessing or hauling clay from the stockpile (located adjacent to 64th Avenue South).

9. Permitting. Horace shall be responsible to acquire a North Dakota Department of Environmental Quality Construction Stormwater Permit for the work to be performed at the Regional Pond property. Fargo has acquired an United States Army Corps of Engineers 404 Permit for the Regional Pond. Fargo's grading plans will be designed in compliance with the 404 Permit requirements.

10. No Third-Party Beneficiaries. This MOU shall not be interpreted or construed to extend any rights to any third-party. The parties hereby agree that the Horace Contractors are not third-party beneficiaries of this MOU and shall be under separate contract with Horace. No contractual rights extend between Fargo and the Horace Contractors under this MOU.

11. Term. The term of this MOU will expire on October 15, 2022, subject to extensions as agreed upon by the parties in writing.

12. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, the parties assume all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees, designees, representatives, and contractors are conducting work pursuant to this MOU and each party releases

the other party, its agents, employees, designees, representatives and contractors relating to or arising out of that party's work pursuant to this MOU, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages, or losses that it may incur as a result of its execution of this MOU.

The parties hereby further agree that Fargo shall have the right to immediately shut down operations of the Horace Contractors contemplated under this MOU for any conditions or behaviors that pose imminent health and life safety danger to persons, property, equipment, or the environment. The parties hereby agree that Fargo shall bear no liability for any of the conditions or behaviors resulting in a shut down of operations of the Horace Contractors and Horace expressly warrants to be responsible for all actions and inactions of the Horace Contractors hereunder, and to indemnify Fargo in accordance with Paragraph 13 below.

The parties hereby further agree that Fargo shall bear no liability, including for any delay claims and additional costs incurred by Horace on its projects, resulting from the removal of the Horace Contractors from the Regional Pond property under Paragraph 5.

13. Indemnity. Horace will release, defend, indemnify, protect, and hold harmless Fargo and its agents, representatives, employees, consultants, and contractors from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, together with all other costs and expenses of any kind or nature suffered by or asserted against Fargo as a result of or arising out of Horace's or the Horace Contractors' actions related to the excavation, removal, and hauling of clay from the Regional Pond property; and including any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided herein.

14. Insurance. During the term of this MOU, Horace shall maintain in force with an insurance company acceptable to Fargo, a policy or policies of insurance providing an adequate level of coverage in respect of all liabilities and responsibilities which may be incurred by Horace arising out of this MOU. Such insurance shall remain in full force and effect at all times while Horace performs excavation, removal, and hauling of clay under the terms of this MOU.

15. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo
ATTN: City Auditor
Fargo City Hall
225 4th Street North

Fargo, ND 58102

If to Horace:

City of Horace
ATT:_____
_____
_____
_____

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 MOU.

16. Time of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.

17. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties with regard to the matters stated herein 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, or conditions set forth herein, and that no modification of this MOU and no waiver of any of the terms and conditions will be effective unless in writing and duly executed by the parties.

18. 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.

19. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, 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 MOU, or the right to enforce each and every term of this MOU.

20. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.

21. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns.

22. Governing Law. This MOU 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 MOU

will be venued in the North Dakota District Court of Cass County, and the parties waive any objection to venue or personal jurisdiction.

23. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, 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 MOU will be operative against any party to this MOU.

24. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and have not been influenced by any representations or statements made by any other parties.

25. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.

(signatures appear on the following pages)

Dated this _____ day of May, 2022.

CITY OF FARGO, NORTH DAKOTA, a municipal corporation

By:_____

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

ATTEST:

_____

Steve Sprague, City Auditor

Dated this _____ day of May, 2022.

CITY OF HORACE, NORTH DAKOTA, a municipal corporation

By:_____

_____

ATTEST:

_____

_____

THE CITY OF Fargo FAR MORE

(10)

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 3, 2022

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

Re: Permanent & Temporary Easements - Project #FM-19-C

Dear Commissioners:

Enclosed and delivered to the City Commission office are (2) permanent easements and a temporary easement. The easements are associated with the Memorandum of Offer to Landowner document that was approved on April 18, 2022.

RECOMMENDED MOTION: I/we hereby move to approve the (2) permanent easements & temporary easement from **Paul J. & Ann L. Jarvis** in association with Project #FM-19-C and that the Mayor is instructed to execute the easements 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

PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

KNOW ALL MEN BY THESE PRESENTS that **PAUL J. JARVIS AND ANN L. JARVIS,** 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 and retaining wall, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence North 74°10'01" East, along the southeasterly line of said Lot 23, for a distance of 16.79 feet to the southeast corner of said Lot 23; thence North 05°06'52" East, along the easterly line of said Lot 23, for a distance of 89.54 feet to the northeast corner of said Lot 23; thence North 82°01'32" West, along the northerly line of said Lot 23, for a distance of 43.72 feet to the true point of beginning.

Said tract contains 2,805 square feet, more or less.

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

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 or retaining wall 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 permanent structures, 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 or retaining wall. Grantor understands and agrees that temporary structures and removable fixtures may be placed in the clear zone area, described as 15' from the retaining wall, subject to approval and acceptance of Grantee. Grantor agrees to remove the same or accept any damages thereto in the event of a flood emergency.

(Signatures on following pages.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 3 day of May, 2022.

GRANTORS:

Paul J. Jarvis

Ann L. Jarvis

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

On this 3 day of MAY, 2022, before me, a notary public in and for said county and state, personally appeared Paul J. Jarvis and Ann L. Jarvis, to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2025

(SEAL)

Notary Public
CASS County, NORTH DAKOTA

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2022.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steven Sprague, City Auditor

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

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

_____
Notary Public
Cass County, ND
My Commission expires:

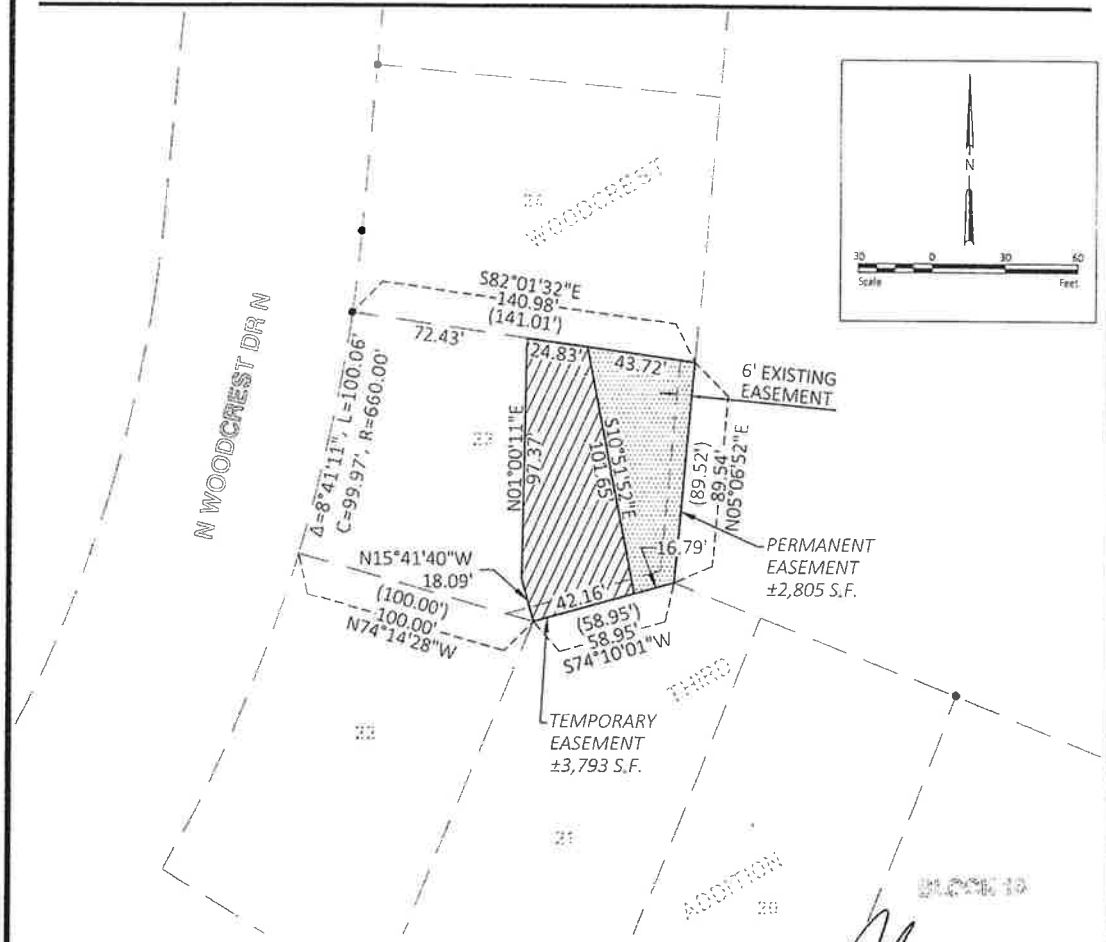
(SEAL)

The legal description was prepared by:
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"

PART OF LOT 23, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 8/10/21
NORTH DAKOTA

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. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

H:\JBN\6000\6059\6059_0165\CAD\Easements\Lot 23 Jarvis Easement Exhibit.dwg-Sheet 1 8/10/2021 7:36 AM-(tkarel)

Exhibit "A"

PART OF LOT 23, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence North 74°10'01" East, along the southeasterly line of said Lot 23, for a distance of 16.79 feet to the southeast corner of said Lot 23; thence North 05°06'52" East, along the easterly line of said Lot 23, for a distance of 89.54 feet to the northeast corner of said Lot 23; thence North 82°01'32" West, along the northerly line of said Lot 23, for a distance of 43.72 feet to the true point of beginning.

Said tract contains 2,805 square feet, more or less.

Description - Temporary Easement:

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence South 74°10'01" West, along the southeasterly line of said Lot 23, for a distance of 42.16 feet to the most southerly corner of said Lot 23; thence North 15°41'40" West for a distance of 18.09 feet; thence North 01°00'11" East for a distance of 97.37 feet to a point of intersection with the northerly line of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 24.83 feet to the true point of beginning

Said tract contains 3,793 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6066
DATE 8/10/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **PAUL J. JARVIS AND ANN L. JARVIS,** hereinafter referred to as "Grantors", 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 GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA,** a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tract being more particularly described as follows:

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence North 74°10'01" East, along the southeasterly line of said Lot 23, for a distance of 16.79 feet to the southeast corner of said Lot 23; thence North 05°06'52" East, along the easterly line of said Lot 23, for a distance of 89.54 feet to the northeast corner of said Lot 23; thence North 82°01'32" West, along the northerly line of said Lot 23, for a distance of 43.72 feet to the true point of beginning.

Said tract contains 2,805 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described 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 agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and 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 permanent structures, buildings, trees, shrubs, sprinkler systems or other obstacles shall be placed or located upon the tract in any manner which may interfere with said storm sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun. Grantor understands and agrees that temporary structures and removable fixtures may be placed in the easement area, subject to approval and acceptance of Grantee

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 3 day of May, 2022.

GRANTORS:

Paul J. Jarvis

Ann L. Jarvis

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

On this 3 day of MAY, 2022, before me, a notary public in and for said county and state, personally appeared Paul J. Jarvis and Ann L. Jarvis, the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2025

Notary Public
Cass County, North Dakota

(SEAL)

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2022.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steven Sprague, City Auditor

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

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

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
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
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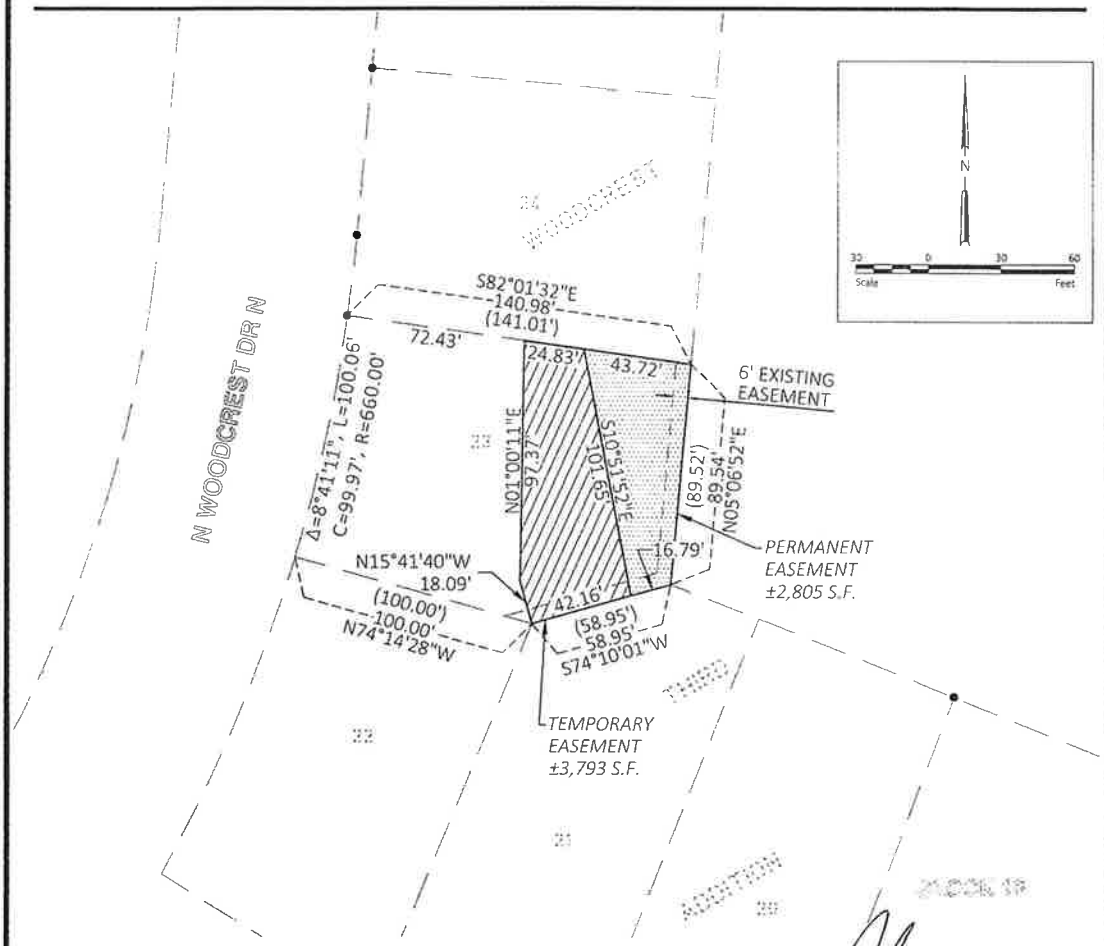
nmorris@lawfargo.com

Exhibit "A"

PART OF LOT 23, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 8/10/21
NORTH DAKOTA

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. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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Exhibit "A"

PART OF LOT 23, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence North 74°10'01" East, along the southeasterly line of said Lot 23, for a distance of 16.79 feet to the southeast corner of said Lot 23; thence North 05°06'52" East, along the easterly line of said Lot 23, for a distance of 89.54 feet to the northeast corner of said Lot 23; thence North 82°01'32" West, along the northerly line of said Lot 23, for a distance of 43.72 feet to the true point of beginning.

Said tract contains 2,805 square feet, more or less.

Description - Temporary Easement:

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence South 74°10'01" West, along the southeasterly line of said Lot 23, for a distance of 42.16 feet to the most southerly corner of said Lot 23; thence North 15°41'40" West for a distance of 18.09 feet; thence North 01°00'11" East for a distance of 97.37 feet to a point of intersection with the northerly line of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 24.83 feet to the true point of beginning

Said tract contains 3,793 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6066
DATE 8/10/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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EASEMENT
(Temporary Construction Easement)

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

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence South 74°10'01" West, along the southeasterly line of said Lot 23, for a distance of 42.16 feet to the most southerly corner of said Lot 23; thence North 15°41'40" West for a distance of 18.09 feet; thence North 01°00'11" East for a distance of 97.37 feet to a point of intersection with the northerly line of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 24.83 feet to the true point of beginning

Said tract contains 3,793 square feet, more or less.

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

Grantor, his successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient

to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

This easement shall terminate on June 30, 2023.

(Signatures on following pages).

IN WITNESS WHEREOF, Grantor set his/her hand and caused this instrument to be executed this 3 day of May, 2022

GRANTOR:

Paul J. Jarvis

Ann L. Jarvis

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

On this 3 day of MAY, 2022, before me, a notary public in and for said county and state, personally appeared Paul J. Jarvis and Ann L. Jarvis, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2025

Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2022.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steven Sprague, City Auditor

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

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

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
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This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
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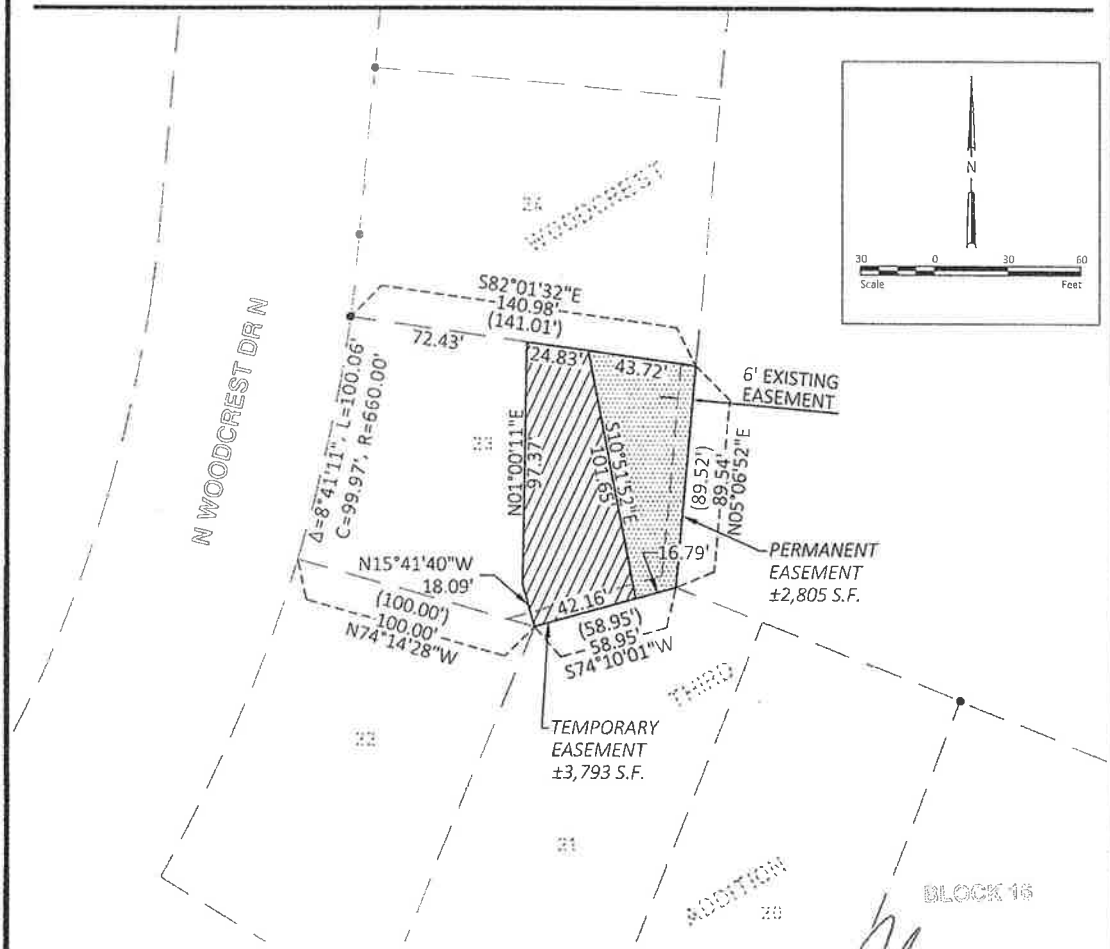
Exhibit "A"

PART OF LOT 23, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 8/10/21
NORTH DAKOTA

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. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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Exhibit "A"

PART OF LOT 23, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

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Said tract contains 2,805 square feet, more or less.

Description - Temporary Easement:

That part of Lot 23, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 97.26 feet to the true point of beginning; thence South 10°51'52" East for a distance of 101.65 feet to a point of intersection with the southeasterly line of said Lot 23; thence South 74°10'01" West, along the southeasterly line of said Lot 23, for a distance of 42.16 feet to the most southerly corner of said Lot 23; thence North 15°41'40" West for a distance of 18.09 feet; thence North 01°00'11" East for a distance of 97.37 feet to a point of intersection with the northerly line of said Lot 23; thence South 82°01'32" East, along the northerly line of said Lot 23, for a distance of 24.83 feet to the true point of beginning

Said tract contains 3,793 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6066
DATE 8/10/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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THE CITY OF Fargo FAR MORE

11

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 11, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. FM-22-C1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 11, 2022, for Lift Station Rehab/Reconstruction, Project No. FM-22-C1, located at 42nd Street South and Drain #27 Lift Stations 55 & 56.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than $50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

Company	General	Electrical	Combined
Key Contracting, Inc.	$7,372,149.46	-	-
ICS, Inc.	$7,737,476.25	-	-
Rick Electric	-	$427,000.00	-

Original Engineer's Estimate $ 6,998,420.80

As a result of the bids received, the apparent low bid is a combination of the General Construction bid submitted by Key Contracting, Inc. of $7,372,149.46 and the Electrical Construction bid submitted by Rick Electric of $427,000.00. The total of these two bids are $7,799,149.46. No combined bids were received.

For proper accounting and administration of the General Construction and Electrical Construction contracts, it is necessary to assign new phase numbers to Project No. FM-22-C. These new phase numbers will replace Project No. FM-22-C1, which is the phase these bids were received under. The new phases for the General Construction contract and Electrical Construction contract shall be known Project No. FM-22-C2 and Project No. FM-22-C3, respectively.

The special assessment escrow is not required.

Recommended Motion:

Engineering staff is recommending award of a General Construction contract (Project No. FM-22-C2) to Key Contracting, Inc. in the amount of $7,372,149.46 as the lowest and best bid received for General Construction, and an award of an Electrical Construction contract (Project No. FM-22-C3) to Rick Electric in the amount of $427,000.00 as the lowest and best bid received for Electrical Construction. Both bid awards shall be contingent upon approval of the North Dakota Department of Environmental Quality.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-22-C2

Lift Station Rehab/Reconstruction - General

42nd Street South and Drain #27 Lift Stations 55 & 56

WHEREAS, bids have been opened and filed for the above described Project 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:

Lift Station Rehab/Reconstruction - General Project # FM-22-C2 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Storm Sewer					
1	F&I Controlled Density Fill	LS	1.00	$ 145,000.00	$ 145,000.00
2	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	20.00	$ 12.00	$ 240.00
3	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	267.00	$ 14.00	$ 3,738.00
4	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	468.00	$ 16.00	$ 7,488.00
5	F&I Manhole 5' Dia Reinf Conc	EA	1.00	$ 14,546.00	$ 14,546.00
6	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	$ 10,633.00	$ 10,633.00
7	F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	1.00	$ 23,944.00	$ 23,944.00
8	F&I Tee Manhole 66"x48" Reinf Conc	EA	1.00	$ 27,230.00	$ 27,230.00
9	F&I Tee Manhole 78"x48" Reinf Conc	EA	1.00	$ 32,060.00	$ 32,060.00
10	Plug Pipe 60" Plus Dia	EA	3.00	$ 4,500.00	$ 13,500.00
11	F&I Pipe 27" Dia	LF	267.00	$ 275.00	$ 73,425.00
12	F&I Pipe 66" Dia Reinf Conc	LF	20.00	$ 3,260.00	$ 65,200.00
13	F&I Pipe 72" Dia Reinf Conc	LF	12.00	$ 3,760.00	$ 45,120.00
14	F&I Pipe 78" Dia Reinf Conc	LF	157.00	$ 1,500.00	$ 235,500.00
15	F&I Pipe 84" Dia Reinf Conc	LF	263.00	$ 1,665.00	$ 437,895.00
16	Remove Pipe All Sizes All Types	LF	362.00	$ 58.00	$ 20,996.00
17	F&I Pipe w/GB 84" Dia Reinf Conc	LF	64.00	$ 2,750.00	$ 176,000.00
18	F&I Rip Rap Rock	CY	627.00	$ 110.00	$ 68,970.00
19	Remove Rip Rap Rock	LS	1.00	$ 5,500.00	$ 5,500.00
20	Salvage Rip Rap Rock	LS	1.00	$ 4,500.00	$ 4,500.00
21	Install Salvaged Rip Rap Rock	LS	1.00	$ 4,500.00	$ 4,500.00
22	F&I Crossing Chamber 8' Dia Reinf Conc	EA	1.00	$ 255,000.00	$ 255,000.00
23	F&I Flared End Section 78" Dia Reinf Conc	EA	1.00	$ 27,200.00	$ 27,200.00
24	F&I Flared End Section 84" Dia Reinf Conc	EA	1.00	$ 30,400.00	$ 30,400.00
				Storm Sewer Total	$ 1,728,585.00
Lift Station #55					
25	F&I Lift Station	LS	1.00	$ 2,574,000.00	$ 2,574,000.00
26	Remove Lift Station	EA	1.00	$ 99,500.00	$ 99,500.00
				Lift Station #55 Total	$ 2,673,500.00
Lift Station #56					
27	F&I Lift Station	LS	1.00	$ 1,977,000.00	$ 1,977,000.00
28	Remove Lift Station	EA	1.00	$ 61,600.00	$ 61,600.00

				Lift Station #56 Total	$	2,038,600.00
Paving						
29	Remove Pavement All Thicknesses All Types	SY	437.00	$ 24.00	$	10,488.00
30	F&I Woven Geotextile	SY	488.00	$ 3.00	$	1,464.00
31	F&I Class 5 Agg - 9" Thick	SY	839.00	$ 15.00	$	12,585.00
32	F&I Class 5 Agg - 12" Thick	SY	488.00	$ 18.00	$	8,784.00
33	F&I Edge Drain 4" Dia PVC	LF	132.00	$ 24.00	$	3,168.00
34	F&I Curb & Gutter Standard (Type II)	LF	220.00	$ 35.00	$	7,700.00
35	Remove Curb & Gutter	LF	220.00	$ 12.00	$	2,640.00
36	F&I Pavement 8" Thick Reinf Conc	SY	839.00	$ 90.00	$	75,510.00
37	F&I Pavement 10" Thick Doweled Conc	SY	437.00	$ 180.00	$	78,660.00
38	F&I Sidewalk 4" Thick Reinf Conc	SY	514.00	$ 86.00	$	44,204.00
39	Remove Sidewalk All Thicknesses All Types	SY	648.00	$ 12.00	$	7,776.00
40	Casting to Grade - Blvd	EA	6.00	$ 400.00	$	2,400.00
41	Temp Construction Entrance	EA	2.00	$ 5,500.00	$	11,000.00
42	Paint Epoxy Line 4" Wide	LF	205.00	$ 15.00	$	3,075.00
43	Traffic Control - Type 1	LS	1.00	$ 24,000.00	$	24,000.00
				Paving Total	$	293,454.00
Miscellaneous						
44	Mobilization	LS	1.00	$ 350,000.00	$	350,000.00
45	F&I Swing Gate	EA	2.00	$ 4,900.00	$	9,800.00
46	F&I Bollards	EA	8.00	$ 450.00	$	3,600.00
47	Clear & Grub	LS	1.00	$ 3,500.00	$	3,500.00
48	Remove Tree	EA	3.00	$ 300.00	$	900.00
49	Silt Fence - Standard	LF	922.00	$ 4.00	$	3,688.00
50	Sediment Control Log 6" to 8" Dia	LF	492.00	$ 3.00	$	1,476.00
51	Inlet Protection - New Inlet	EA	2.00	$ 250.00	$	500.00
52	Inlet Protection - Existing Inlet	EA	4.00	$ 200.00	$	800.00
53	F&I Conif Tree 6' High	EA	3.00	$ 600.00	$	1,800.00
54	F&I Decid Tree 2" Dia	EA	39.00	$ 650.00	$	25,350.00
				Miscellaneous Total	$	401,414.00
Flood Mitigation						
55	Topsoil - Strip	CY	4100.00	$ 8.00	$	32,800.00
56	Topsoil - Spread	LS	4100.00	$ 12.00	$	49,200.00
57	Topsoil - Import	CY	250.00	$ 29.00	$	7,250.00
58	Fill - Import	CY	770.00	$ 32.00	$	24,640.00
59	Fill - Haul	CY	1605.00	$ 26.00	$	41,730.00
60	Embankment	CY	1360.00	$ 14.00	$	19,040.00
61	Excavation	CY	725.00	$ 14.00	$	10,150.00
62	Subcut	CY	250.00	$ 14.00	$	3,500.00
63	Mulching Type 1 Hydro	SY	19743.00	$ 0.42	$	8,292.06
64	Seeding Type B	SY	24580.00	$ 0.45	$	11,061.00
65	Overseeding	SY	24580.00	$ 0.20	$	4,916.00
66	Weed Control Type B	SY	24580.00	$ 0.08	$	1,966.40
67	F&I Erosion Control Blanket Type 3	SY	4837.00	$ 3.00	$	14,511.00

68 Inspection Trench	CY	290.00	$ 26.00	$	7,540.00
			Flood Mitigation Total	$	236,596.46
			Total Construction in $	**$**	**7,372,149.46**
		Contingency	10.00%	$	737,214.95
		Land/Easements		$	343,347.60
		Utility Relocation		$	62,965.58
		Consultant Engineer		$	932,914.00
			Total Estimated Costs	**$**	**9,448,591.59**
		Sales Tax Funds - Flood Control - 460		$	9,448,591.59
			Unfunded Costs	**$**	**-**

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

Date: 5/11/2022

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/11/22
NORTH DAKOTA

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-22-C3

Lift Station Rehab/Reconstruction - Electrical

42nd Street South and Drain #27 Lift Stations 55 & 56

WHEREAS, bids have been opened and filed for the above described Project 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:

Lift Station Rehab/Reconstruction - Electrical Project # FM-22-C3 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Electrical					
1	Relocate Street Light	EA	3.00	$ 7,000.00	$ 21,000.00
				Electrical Total	$ 21,000.00
Lift Station #55 Electrical					
2	F&I Lift Station Electrical	LS	1.00	$ 228,000.00	$ 228,000.00
				Lift Station #55 Electrical Total	$ 228,000.00
Lift Station #56 Electrical					
3	F&I Lift Station Electrical	LS	1.00	$ 178,000.00	$ 178,000.00
				Lift Station #56 Electrical Total	$ 178,000.00
				Total Construction in $	**$ 427,000.00**
			Contingency	10.00%	$ 42,700.00
				Total Estimated Costs	**$ 469,700.00**
				Sales Tax Funds - Flood Control - 460	$ 469,700.00
				Unfunded Costs	**$ -**

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

Date: 5/11/2022

Tom Knakmuhs
Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/11/22
NORTH DAKOTA

THE CITY OF Fargo FAR MORE

(12)

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

Memorandum

To: The Honorable Board of city Commissioners

From: Mark Fournier, Maintenance Attendant III

Date: May 9, 2022

Re: NOTICE OF GRANT AWARD FROM THE STATE OF NORTH DAKOTA

Commissioners:

The following Notice of Grant Award (5043-ECG22) with the State of North Dakota designed for the Energy Conservation Grant Program. The Grant award has been approved for $13,663.50 in program dollars with dollar for dollar matching funds of $13,663.50.
The funds will be used to replace fluorescent lighting with LEDs at the North Side and West Acres Fire Stations and at the Public Safety Building.

No Budget adjustments are required for this agreement.

A copy of the contract and energy saving analysis is available at the commission office for review.

Suggested Motion:

Move to approve the contract for the Energy Conservation Grant of $13,663.50

Respectfully Submitted,

Mark Fournier
MA III
Buildings and Grounds

Energy Conservation Program
Grant Agreement

Between:	State of North Dakota, acting by and through The Department of Commerce 1600 E. Century Avenue, Suite 6 PO Box 2057 Bismarck, ND 58502-2057	(Grantor)
And:	Mayor Tim Mahoney City of Fargo 225 4th Street N Fargo ND 58102	(Grantee)
Date:	May 4, 2022 Grant Number: **5043-ECG22**	

SECTION 1
LEGAL BASIS OF AWARD

Pursuant to North Dakota legislative action, the Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received through the North Dakota Department of Commerce to the Grantee for the Energy Conservation Grant Program. The Grantor is willing to make the grant and the Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2
GRANT AWARD

The Grantee's Energy Conservation Grant Program Application has been approved for $13,663.50.00 in program dollars with dollar-for-dollar matching funds of $13,663.50. Funds will be used to remove existing fluorescent lighting and replace with LED tubes and fixtures, as show in the application.

Grant activities must be completed in the approved grant period April 27, 2022, through June 30, 2023.

To request payment of Energy Conservation Grant Program funds, the Grantee must submit a reimbursement request to the Grantor with copies of paid invoices, receipts, or other documentation showing that the approved activity has been completed. The Energy Reimbursement Request is available at https://www.communityservices.nd.gov/uploads/30/SFN59519EECBGReimbursementRequest.pdf.

The Grantor will approve payment of energy conservation program funds, based on matching percentages, up to the amount of this award, with additional expenses the sole responsibility of the Grantee.

ENERGY STAR PARTNER

The Grantor reserves the right to request additional documentation to confirm the completion of the project. Payment of energy conservation grant funds will be held until additional information is received and any questions have been addressed.

The Grantee must submit all reimbursement requests to the Grantor by June 30, 2023. This Grant Agreement will expire on that date and any funds remaining unpaid will revert back to the Energy Conservation Grant Program.

SECTION 3
GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond its termination date.

Should no activity occur within three months of the funding of this agreement, the agreement may be terminated with grant funds returning to the energy conservation grant program to be made available to other applicants.

SECTION 4
GRANTEE ASSURANCES

This grant shall be construed according to the laws of the state of North Dakota. In connection with the furnishing of supplies or performance of work under this grant, persons who contract with or receive funds from the North Dakota Department of Commerce 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 but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Drug Abuse Prevention Treatment and Rehabilitation Act of 1970, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992, the Pro-children Act of 1994, and the Drug-free Workplace Act of 1988.

The Grantee certifies by signing this grant that it is not presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State. 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. § 5444.409.

SECTION 5
AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor.

SECTION 6
INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents, or representatives are not employees of the Grantor for any purpose, including but not limited to 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 Workers' Compensation Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this grant.

SECTION 7
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. Financial records and other relevant documentation must be maintained for at least three years from the close of this grant.

The Grantee will immediately notify the Grantee of any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim in the course of this agreement.

SECTION 8
TERMINATION OF GRANT FOR CAUSE

The Grantor by written notice of default to the Grantee may terminate the whole or any part of this grant:

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

The rights and remedies of the Grantor provided in the above clause related to defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

SECTION 9
TERMINATION FOR LACK OF FUNDING OR AUTHORITY

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

ENERGY STAR PARTNER

1. If funding from 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. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
2. If 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.
4. Termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

SECTION 10
INDEMNITY

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

SECTION 11
INSURANCE

Grantee 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 coverage:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverage (if applicable), with minimum liability limits of $250,000 per person and $500,000 per occurrence.

2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $500,000 per occurrence.

3. Workers compensation coverage meeting all statutory requirements. The insurance coverage 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 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

ENERGY STAR PARTNER

canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.

4. The Grantee shall furnish a certificate of insurance to the undersigned State representative upon request.
5. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

SECTION 12
INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire grant between the Grantee and the Grantor. No alteration, amendment, or modification of this grant shall be effective unless it is reduced to writing, signed by the parties and attached hereto. 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.

SECTION 13
COLLATERAL CONTRACTS

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

SECTION 14
APPLICABLE LAW

This grant is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this grant must be brought in the District Court of Burleigh County, North Dakota.

SECTION 15
COMPLIANCE WITH PUBLIC RECORDS LAWS

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

ENERGY STAR PARTNER

SECTION 16
ATTORNEY FEES

The Grantor and the Grantee each agree to assume responsibility for its own attorneys' fee which may in any manner result from or arise out of this agreement.

SECTION 17
ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

SECTION 18
NECESSARY LICENSING/PERMITS

The Grantee is responsible for obtaining any necessary licenses and/or permits and for complying with applicable federal, state and municipal laws, codes, and regulations in connection with the execution of the work hereunder. The Grantee will take proper safety and health precautions to protect the workers, the public, the environment and the property.

Furthermore, the Grantee is required to employ appropriately licensed individuals on projects involving electrical, plumbing, boiler and sprinkler work in accordance with state laws and regulations. If hiring contractors to complete approved project activities, the contractors must be licensed through the State of North Dakota as required in Century Code 43-07-02. The Grantor will only reimburse payments to licensed contractors.

SECTION 19
REQUIREMENTS OF THE GRANTEE

- The Grantee understands that the Grantor may conduct site visits and file reviews to assure compliance with the terms and conditions of this agreement and will review technical performance after project completion to ensure that the agreement objectives have been accomplished.
- The Grantor reserves the right to request follow up energy records to review energy records to confirm energy savings.
- The Grantee must follow its own procurement policies when securing contractors and/or equipment.
- The Grantee is required to adhere to the North Dakota State Health Department's requirements for solid waste management and EPA's Renovation, Repair and Painting Rules.

SECTION 20
OTHER ARTICLES OF THE GRANT AGREEMENT

- The Grantee will be the sole owner of equipment and/or other approved purchases under this Grant Agreement and accepts sole responsibility of any further costs or liabilities associated with such equipment/purchases.
- The Grantee has completed the Section 106 Clearance Form with its application and will adhere to the requirements of the National Historic Preservation Act as it pertains to this project.
- The Grantor shall not be responsible for any obligation to the Grantee for (1) decontamination and/or decommissioning (D&D) of any of the Grantee's facilities, or (2) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work performed under this agreement, whether said work was performed prior to or subsequent to the effective date of this agreement.
- The Grantor shall not be liable to or indemnify any third party with respect to any claim, debt, damage or demand arising during the implementation of this Grant Agreement and which may be made against the Grantor.
- The Grantor shall not accept liability for compensation for the death, disability or other hazards which may be suffered by the employees and/or clients of the Grantee as a result of their activities associated with the subject matter of this Grant Agreement.
- The Grantor shall not be liable for any expenditure incurred in excess of its contribution as specified in this Grant Agreement.
- The Grantee shall notify the Grantor immediately upon discovery of any financial and/or operational irregularities in connection with this grant award, and submit a written report as directed by the Grantor of the known details of the irregularities.

SECTION 21
SIGNATURES

The Grantor and Grantee shall each receive one signed copy of the Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Grantor:

_____ _____

Maria Effertz Hanson, DCS Division Director — Date
Commerce Department

Grantee:

_____ _____

Mayor Tim Mahoney — Date
City of Fargo

ENERGY STAR PARTNER

ENERGY CONSERVATION GRANT APPLICATION
NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59236 (03/21)

1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057
(701) 328-5300
bahagen@nd.gov
https://www.communityservices.nd.gov/renewableenergyprograms/EnergyConservationGrant/

Please complete and submit this form with supporting documents. If you need additional space, please use separate pages.

Organization Information

Organization	Project Name	Date of Application	
City of Fargo	North Fire Station-LED	4-18-22	
Address	City	State	ZIP Code
225 4th street north	FARGO	ND	58102
Primary Contact	Title		Fax
Mark Fournier	MA-III		
E-mail	Telephone		
mfournier@fargond.gov	7015408890		
Individual Who Will Sign the Agreement	Title		
Mark Fournier	MA-III		
E-mail	Telephone		
mfournier@fargond.gov	7015408890		

Budget Information

Total Project Budget	Amount Requested
2856.00	1428.00
Proposed Start Date	For What Duration
May 2022	one week

A 50% match is required for this program.

Project Associated Expense	Estimated Cost
Revove exsiting fluoresent lighting and replace with LED tubes and Fixtures	2856.00

Project Description

Describe your project in detail. Describe the building in your project, the **changes to be made**, and the **year** each was built.
Upgrade current fluorescent lighting to LED lighting.

This building was built in 1975 and is in use as the North Fargo Fire Station for the Fargo Fire Department.

Describe the results you expect from your project.
Higher quality and more energy efficient lighting.

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? **If yes, the State Historical Society must complete a Section 106 Clearance Form.*	☐ Yes ☑ No

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature	Name (Please Print) Mark L Fournier
Title MA-III	Date 04-18-22

Email the application and supporting documents* to bahagen@nd.gov or mail an original of the completed application and supporting documents to:

North Dakota Department of Commerce
Division of Community Services
PO Box 2057
Bismarck, ND 58502-2057

**Supporting documents include:*

- *Energy Savings Analysis and supporting justification*
- *Section 106 Clearance Form (if applicable)*
- *Bid(s)*

For Commerce Use Only		
Approved X	Amount of Grant $1,428.00	Authorized Signature Bruce A. Hagen
Denied	Date 4-27-2022	

North Fire Station

ENERGY SAVINGS ANALYSIS

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59261 (01/21)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Bruce Hagen at (701) 665-4496 or bahagen@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
0.09				

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
LED lighting - North fire station		4859		
Total	0	4859	0	0

Energy Cost Savings. *Calculate by multiplying **Utility Rate Information** by **Energy Savings**.*

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
LED Lighting	$	$ 437.29	$	$	$ 437.29
	$	$	$	$	$ 0
	$	$	$	$	$ 0
Total	$ 0	$ 437.29	$ 0	$ 0	
Total Project Energy Cost Savings					$ 437.29

Payback. Provide the following information about and savings generated by this ECM.

Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
$ 2856	$ 437.29	6.53

Describe the basis for the estimated savings generated by this ECM:
Install direct wire LED tubes throughout, change wallpacks out, add 4' strips.

Certification:
I, the undersigned representative of Hope Electric Inc. (Company), certify that to the best of my knowledge this information is true and correct.

Name *(Please Print)*	Title
Jason McCullough	Project Manager / Estimator
Authorized Signature	Date
	04/27/2022

For Commerce Use Only		
Verified	X	Authorized Signature Bruce A. Hagen
Date	4-27-2022	

Input
Output

Lighting System Payback Analysis

HOPE ELECTRIC
ELECTRICAL CONTRACTORS
800.950.5792
www.hopeelectric.com

Customer Information

Project: North Fire Station

Facility Information

Cost Per kWh $0.09

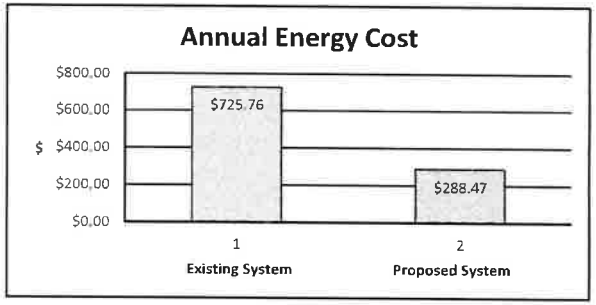
Existing System

Room Description	Luminaire Description	Fixture Count	Watts/ Fixture	Hrs. Burned Per Yr.	Energy $ Per Yr.
	2 lamp T8	32	59	3000	$509.76
	incandescent	2	150	3000	$81.00
	exterior fixtures	4	125	3000	$135.00
					$0.00
					$0.00
					$0.00
					$0.00

Proposed System

Luminaire Description	Fixture Count	Watts/ Fixture	Hrs. Burned	Per Luminaire Cost	Per Luminaire Rebate	Energy $ Per Yr.
LED tubes	64	14	3000			$241.92
4' LED strip	2	34.2	3000			$18.47
LED wallpack	4	26	3000			$28.08
						$0.00
						$0.00
						$0.00
						$0.00

	Existing System	Proposed System
System Watts	2688	1068.4
System kW	2.688	1.0684
Annual Energy Costs	$725.76	$288.47
Monthly Energy Costs	$60.48	$24.04
Total System Cost		$0.00
Labor/Tax/material/etc.		$2,856.00
Total System Rebate		$0.00
Total Project Price After Rebate		$2,856.00



Payback Analysis

Annual Energy Savings	$437.29
Simple Payback (Years)	6.53
Ten Year Energy Cash Flow	$1,516.92

Note: These are estimated savings only. These annual and monthly savings are based on a number of variables and assumptions that could change over time. The actual savings derived by your company may be higher or lower.

HOPE ELECTRIC INC.

www.hopeelectric.com

COMMERCIAL * INDUSTRIAL * RESIDENTIAL * AUTOMATION
INFORMATION TECHNOLOGY * UL PANEL BUILDER * SECURITY SYSTEMS

Company: City of Fargo
Project: North Fire Station - LED
Date: 4/1/22
Attn: Randy

Jason McCullough
jasonm@hopeelectric.com
(303) 263-9808

Provide material and labor for the following:

- Remove ballasts, rewire and install direct wire LED tubes in existing (31) fixtures
- Add (2) 4' LED strip lights in the equipment room
- Replace (4) exterior wallpacks with LED fixtures

* Not responsible for disposal of lamps and fixtures

For the total sum of: $2,856

Authorized by: _____
Hope Electric

Accepted by: Randy L Erickson

Price good for 30 days - Monthly Payments due and payable for all material and labor on site or at our shop

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PO BOX 220 Hope, ND 58046
Phone: 701-945-2460 Toll Free: 800-950-5792 Fax: 701-945-2334

ENERGY CONSERVATION GRANT APPLICATION

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59236 (03/21)

1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057
(701) 328-5300
bahagen@nd.gov
https://www.communityservices.nd.gov/renewableenergyprograms/EnergyConservationGrant/

Please complete and submit this form with supporting documents. If you need additional space, please use separate pages.

Organization Information

Organization	Project Name	Date of Application	
City of Fargo	Public Safety Building-LED	4-18-22	
Address	City	State	ZIP Code
225 4th street north	FARGO	ND	58102
Primary Contact	Title	Fax	
Mark Fournier	MA-III		
E-mail	Telephone		
mfournier@fargond.gov	7015408890		
Individual Who Will Sign the Agreement	Title		
Mark Fournier	MA-III		
E-mail	Telephone		
mfournier@fargond.gov	7015408890		

Budget Information

Total Project Budget	Amount Requested
20519.00	10259.50
Proposed Start Date	For What Duration
May 2022	one week

A 50% match is required for this program.

Project Associated Expense	Estimated Cost
Revove exsiting fluoresent lighting and replace with LED tubes and Fixtures	20519.00

Project Description

Describe your project in detail. Describe the building in your project, the **changes to be made**, and the **year** each was built.

Upgrade current fluorescent lighting to LED lighting.

This building was built in 2005 and is in use as the Fargo Public Safety Building/EOC for the City of Fargo

Describe the results you expect from your project.

Higher quality and more energy efficient lighting.

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? **If yes, the State Historical Society must complete a Section 106 Clearance Form.*	☐ Yes ☑ No

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature	Name (Please Print) Mark L Fournier
Title MA-III	Date 04-18-22

Email the application and supporting documents* to bahagen@nd.gov or mail an original of the completed application and supporting documents to:

North Dakota Department of Commerce
Division of Community Services
PO Box 2057
Bismarck, ND 58502-2057

**Supporting documents include:*

- *Energy Savings Analysis and supporting justification*
- *Section 106 Clearance Form (if applicable)*
- *Bid(s)*

For Commerce Use Only		
Approved X	Amount of Grant $10,259.50	Authorized Signature Bruce A. Hagen
Denied	Date 4-27-2022	

Public Safety Building

ENERGY SAVINGS ANALYSIS
NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59261 (01/21)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Bruce Hagen at (701) 665-4496 or bahagen@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
0.09				

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
LED lighting - Public Safety building		29054		
Total	0	29054	0	0

Energy Cost Savings. *Calculate by multiplying **Utility Rate Information** by **Energy Savings**.*

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
LED Lighting	$	$ 2614.87	$	$	$ 2614.87
	$	$	$	$	$ 0
	$	$	$	$	$ 0
Total	$ 0	$ 2614.87	$ 0	$ 0	
				Total Project Energy Cost Savings	$ 2614.87

Payback. Provide the following information about and savings generated by this ECM.

Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
$ 20519	$ 2614.87	7.85

Describe the basis for the estimated savings generated by this ECM:
Replace 2x4 fluorescent troffer fixtures with LED. Install direct wire LED tubes in a few rooms.

Certification:
I, the undersigned representative of Hope Electric Inc. (Company), certify that to the best of my knowledge this information is true and correct.

Name *(Please Print)*	Title
Jason McCullough	Project Manager / Estimator
Authorized Signature	Date
	04/27/2022

For Commerce Use Only		
Verified	X	Authorized Signature Bruce A. Hagen
Date	4-27-2022	

Input
Output

Lighting System Payback Analysis

HOPE ELECTRIC
ELECTRICAL CONTRACTORS
800.950.5792
www.hopeelectric.com

Customer Information

Project: Fargo Public Safety

Facility Information

Cost Per kWh $0.09

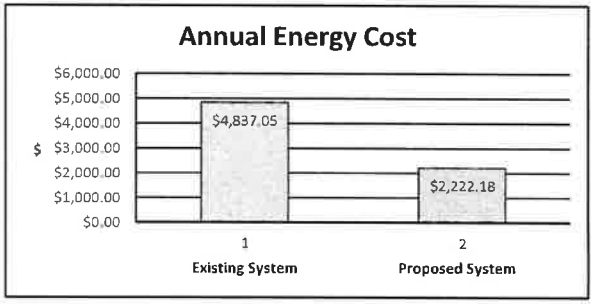
Existing System

Room Description	Luminaire Description	Fixture Count	Watts/ Fixture	Hrs. Burned Per Yr.	Energy $ Per Yr.
	3 lamp 2x4 fluorescent	127	88	3000	$3,017.52
	3 lamp fluorescent	12	88	3000	$285.12
	3 lamp 2x2 fluorescent	20	57	3000	$307.80
	2 lamp fluorescent	77	59	3000	$1,226.61
					$0.00
					$0.00
					$0.00

Proposed System

Luminaire Description	Fixture Count	Watts/ Fixture	Hrs. Burned	Per Luminaire Cost	Per Luminaire Rebate	Energy $ Per Yr.
LED flat panel	127	38.9	3000			$1,333.88
LED tubes	36	14	3000			$136.08
LED flat panel	20	31.5	3000			$170.10
LED tubes	154	14	3000			$582.12
						$0.00
						$0.00
						$0.00

	Existing System	Proposed System
System Watts	17915	8230.3
System kW	17.915	8.2303
Annual Energy Costs	$4,837.05	$2,222.18
Monthly Energy Costs	$403.09	$185.18
Total System Cost		$0.00
Labor/Tax/material/etc.		$20,519.00
Total System Rebate		$0.00
Total Project Price After Rebate		$20,519.00



Payback Analysis

Annual Energy Savings	$2,614.87
Simple Payback (Years)	7.85
Ten Year Energy Cash Flow	$5,629.69

Note: These are estimated savings only. These annual and monthly savings are based on a number of variables and assumptions that could change over time. The actual savings derived by your company may be higher or lower.

HOPE ELECTRIC INC.

www.hopeelectric.com

COMMERCIAL * INDUSTRIAL * RESIDENTIAL * AUTOMATION
INFORMATION TECHNOLOGY * UL PANEL BUILDER * SECURITY SYSTEMS

Company: City of Fargo
Project: Public Safety Building - LED
Date: 3/29/22
Attn: Wayne H.

Jason McCullough
jasonm@hopeelectric.com
(303) 263-9808

Provide material and labor for the following:

- Replace (106) 2x4 fluorescent fixtures with LED flat panels
- Replace (20) 2x2 fluorescent fixtures with LED flat panels
- Remove fluorescent ballast and rewire to install LED tubes in (77) fixtures
- Replace the EOC room (21) 2x4 fixtures with LED flat panels
- Flat panels will have the capability of adjustment to the brightness and color output

* Not responsible for disposal of lamps and fixtures

For the total sum of: $20,519

Authorized by: _____
Hope Electric

Accepted by: _____
Mark Furner MOTU

Price good for 30 days - Monthly Payments due and payable for all material and labor on site or at our shop

PO BOX 220 Hope, ND 58046
Phone: 701-945-2460 Toll Free: 800-950-5792 Fax: 701-945-2334

ENERGY CONSERVATION GRANT APPLICATION

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59236 (03/21)

1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057
(701) 328-5300
bahagen@nd.gov
https://www.communityservices.nd.gov/renewableenergyprograms/EnergyConservationGrant/

Please complete and submit this form with supporting documents. If you need additional space, please use separate pages.

Organization Information

Organization	Project Name	Date of Application	
City of Fargo	West Acres Fire Station-LED	4-18-22	
Address	City	State	ZIP Code
225 4th street north	FARGO	ND	58102
Primary Contact	Title	Fax	
Mark Fournier	MA-III		
E-mail	Telephone		
mfournier@fargond.gov	7015408890		
Individual Who Will Sign the Agreement	Title		
Mark Fournier	MA-III		
E-mail	Telephone		
mfournier@fargond.gov	7015408890		

Budget Information

Total Project Budget	Amount Requested
3952.00	1976.00
Proposed Start Date	For What Duration
May 2022	one week

A 50% match is required for this program.

Project Associated Expense	Estimated Cost
Revove exsiting fluoresent lighting and replace with LED tubes and Fixtures	3952.00

Project Description

Describe your project in detail. Describe the building in your project, the **changes to be made**, and the **year** each was built.
Upgrade current fluorescent lighting to LED lighting.
This building was built in 1986 and is in use as the West Acres Fire Station for the Fargo Fire Department.

Describe the results you expect from your project.
Higher quality and more energy efficient lighting.

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? **If yes, the State Historical Society must complete a Section 106 Clearance Form.*	☐ Yes ☑ No

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature	Name (Please Print) Mark L Fournier
Title MA-III	Date 04-18-22

Email the application and supporting documents* to bahagen@nd.gov or mail an original of the completed application and supporting documents to:

North Dakota Department of Commerce
Division of Community Services
PO Box 2057
Bismarck, ND 58502-2057

**Supporting documents include:*

- *Energy Savings Analysis and supporting justification*
- *Section 106 Clearance Form (if applicable)*
- *Bid(s)*

For Commerce Use Only		
Approved X	Amount of Grant $1,976.00	Authorized Signature Bruce A. Hagen
Denied	Date 4-27-2022	

West Acres Fire Station

ENERGY SAVINGS ANALYSIS

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59261 (01/21)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Bruce Hagen at (701) 665-4496 or bahagen@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
0.09				

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
LED lighting - west acres fire station		8103.33		
Total	0	8103.33	0	0

Energy Cost Savings. *Calculate by multiplying **Utility Rate Information** by **Energy Savings**.*

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
LED Lighting	$	$ 729.30	$	$	$ 729.3
	$	$	$	$	$ 0
	$	$	$	$	$ 0
Total	$ 0	$ 729.3	$ 0	$ 0	
Total Project Energy Cost Savings					$ 729.3

Payback. Provide the following information about and savings generated by this ECM.

Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
$ 3952	$ 729.3	5.42

Describe the basis for the estimated savings generated by this ECM:
Replace 2x4 fluorescent troffer fixtures with LED. Install direct wire LED tubes in the garage area.

Certification:
I, the undersigned representative of Hope Electric Inc. (Company), certify that to the best of my knowledge this information is true and correct.

Name *(Please Print)*	Title
Jason McCullough	Project Manager / Estimator
Authorized Signature	Date 04/27/2022

For Commerce Use Only			
Verified	X	Authorized Signature	Bruce A. Hagen
Date	4-27-2022		

HOPE ELECTRIC INC.

www.hopeelectric.com

COMMERCIAL * INDUSTRIAL * RESIDENTIAL * AUTOMATION
INFORMATION TECHNOLOGY * UL PANEL BUILDER * SECURITY SYSTEMS

Company: City of Fargo
Project: West Acres Fire Station - LED
Date: 4/1/22
Attn: Randy

Jason McCullough
jasonm@hopeelectric.com
(303) 263-9808

Provide material and labor for the following:

- Remove ballasts, rewire and install direct wire LED tubes in (17) fixtures
- Replace 2x4 fixtures with LED flat panel fixtures (21)

* Not responsible for disposal of lamps and fixtures

For the total sum of: $3,952

Authorized by: _____
Hope Electric

Accepted by: _____

Price good for 30 days - Monthly Payments due and payable for all material and labor on site or at our shop

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PO BOX 220 Hope, ND 58046
Phone: 701-945-2460 Toll Free: 800-950-5792 Fax: 701-945-2334

Input
Output

Lighting System Payback Analysis

HOPE ELECTRIC
ELECTRICAL CONTRACTORS
800.950.5792
www.hopeelectric.com

Customer Information

Project: West Acres fire

Facility Information

Cost Per kWh $0.09

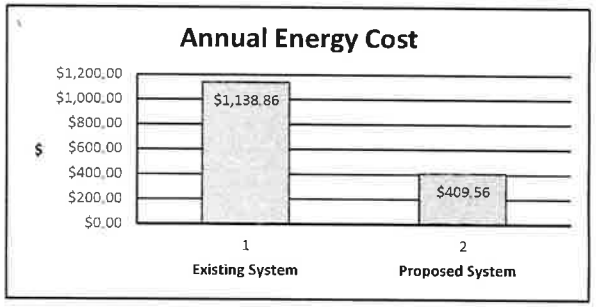
Existing System

Room Description	Luminaire Description	Fixture Count	Watts/ Fixture	Hrs. Burned Per Yr.	Energy $ Per Yr.
	4 lamp T12	11	144	3000	$427.68
	2 lamp T8	3	59	3000	$47.79
	4 lamp troffer	21	117	3000	$663.39
					$0.00
					$0.00
					$0.00
					$0.00

Proposed System

Luminaire Description	Fixture Count	Watts/ Fixture	Hrs. Burned	Per Luminaire Cost	Per Luminaire Rebate	Energy $ Per Yr.
LED tubes	44	14	3000			$166.32
LED tubes	6	14	3000			$22.68
LED flat panel	21	38.9	3000			$220.56
						$0.00
						$0.00
						$0.00
						$0.00

	Existing System	Proposed System
System Watts	4218	1516.9
System kW	4.218	1.5169
Annual Energy Costs	$1,138.86	$409.56
Monthly Energy Costs	$94.91	$34.13
Total System Cost		$0.00
Labor/Tax/material/etc.		$3,952.00
Total System Rebate		$0.00
Total Project Price After Rebate		$3,952.00



Payback Analysis

Annual Energy Savings	$729.30
Simple Payback (Years)	5.42
Ten Year Energy Cash Flow	$3,340.97

Note: These are estimated savings only. These annual and monthly savings are based on a number of variables and assumptions that could change over time. The actual savings derived by your company may be higher or lower.

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CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH APRIL 2022
(UNAUDITED)

	2022 BUDGET	2022 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 32,988,872	$ 31,736,697	$ (1,252,175)
Licenses & Permits	1,917,452	1,467,157	(450,295)
Fines & Traffic Tickets	751,154	421,853	(329,301)
Intergovernmental Revenue	5,814,178	5,988,046	173,868
Charges for Services	2,885,624	2,594,644	(290,980)
Interest	753,328	1,342,040	588,712
Miscellaneous Revenue	344,060	412,524	68,464
Transfers In	7,216,756	3,703,428	(3,513,328)
Total Revenues	**$ 52,671,424**	**$ 47,666,389**	**$ (5,005,035)**
EXPENDITURES:			
City Administrator	$ 3,804,555	$ 3,471,398	$ 333,157
Finance	2,623,406	2,414,749	208,657
Planning & Development	2,000,382	1,301,958	698,424
Public Works	5,966,116	6,261,235	(295,119)
Fire Department	5,509,587	5,472,119	37,468
Police	8,180,064	7,425,893	754,171
Health	3,991,500	4,876,247	(884,747)
Library	1,656,838	1,629,409	27,429
Commission	249,588	257,288	(7,700)
Social Services	206,155	229,142	(22,987)
Capital Outlay	777,341	230,423	546,918
Vehicle Replacement/IT	-	(6,762)	6,762
Contingency	(394,148)	(1,875)	(392,273)
Transfers Out	3,291,969	2,708,536	583,433
Total Expenditures	**$ 37,863,353**	**$ 36,269,760**	**$ 1,593,593**
Excess of Revenue Over (Under) Expenditures	**$ 14,808,071**	**$ 11,396,629**	**$ (3,411,442)**

THE CITY OF Fargo FAR MORE

14

PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

May 9, 2022

The Honorable Board of City commissioners
City of Fargo
225 Fourth Street North
Fargo, ND 58102

RE: RFP22080 Anti-Ice Skid

Commissioners:

On May 9, 2022, request for proposals were received for One (1) Anti-Ice Skid. One proposal was submitted and met the required specifications.

The results are as follows:

Firm	Price
Northern Truck Equipment	$31,825.00

The review committee consisted of Ben Dow and Tanner Smedshammer determined that one vendor met all of the specifications required. Price was within expected parameters. Our recommendation is to award the RFP to Northern Truck Equipment. Funding for this project has been included in the 2022 Street Department Operation's budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Anti-Ice Skid from Northern Truck Equipment for the total amount of $31,825.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Purchasing Manager

Northern Truck Equipment Corp.

P. O. Box 347 – Watertown, SD 57201-0347 – Phone (605) 886-5816 – Fax (605) 886-5819
P. O. Box 2435 – Sioux Falls, SD 57101-2435 – Phone (605) 543-5206 – Fax (605) 543-5219
P. O. Box 130 – Rapid City, SD 57709-0130 – Phone (605) 341-8780 – Fax (605) 341-8786
P. O. Box 9675 – Fargo, ND 58106-9675 – Phone (701) 281-1718 – Fax (701) 281-1859

www.ntecorp.com
email: wjohnson@ntecorp.com

"for over 77 years"

SALES ORDER

FG

CITY OF FARGO
402 23RD ST N
FARGO ND 58102

DATE: 05-09-22
NAME TANNER
PHONE 701-241-1439
Email

WE PROPOSE TO FURNISH THE FOLLOWING FOR YOUR CONSIDERATION:

DELIVERY: 34 TO 36 WEEKS QUOTED F.O.B. Fargo ND TERMS:

QUANTITY	DESCRIPTION	PRICE
1	**VARITECH ANTI-ICE SKID UNIT**	
	- 1035 GALLON ANTI-ICE SKID ASSEMBLY	
	- CUSTOM HARNESS KIT FOR CUSTOMER TRUCK	
	- SSC 5100EX STAND ALONE CONSOLE	
	- 1035 GALLON TANK	
1	**FABRICATE 54" HOOKLIFT A-FRAME AND SKID ASSY**	
1	**INSTALL ANTI-ICE SKID ON HOOKLIFT ASSEMBLY**	
1	**INSTALL AND PLUMB SKID UNIT ON CUSTOMER CHASSIS**	
	SUBTOTAL	**$ 31,825.00**
	Plus Applicable Taxes	

QUOTATION FIRM FOR 30 DAYS

NORTHERN TRUCK EQUIPMENT CORP.

BY Wade Johnson

TITLE Branch Manager

We accept the above quotation as a firm order, subject to confirmation from NTEC.

Buyer
(Name of Individual, Company or Political Subdivision)

(Name and Title of Official)

THE CITY OF Fargo FAR MORE

15

PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

May 10, 2022

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: HVAC Mechanical Equipment Package – Public Works RFP22074

Commissioners:

On April 25, 2022, proposals were received and read for HVAC Mechanical Equipment Package. Five total proposals were submitted from five separate vendors. Four vendors met specification.

The results were as follows:

Boilers	Total Cost
Northwest Iron Fireman	$28,908.00
Mulcahy	$36,130.00
AHU / Condensing Unit / VAV Package	
SVL	$86,220.00
Trane	$97,650.00

The review committee, consisting of Ben Dow, Jeremy Magelky, Cassie McNames and Tanner Smedshammer evaluated the proposals and determined that four of the five proposals met specifications based on project specifications. The recommendation is to award Northwest Iron Fireman and SVL based on the compliant, low cost proposal. Funding for this project has been appropriated in the 2022 Streets & Sewers American Rescue Fund.

SUGGESTED MOTION:

Approve the recommendation to purchase Boilers from Northwest Iron Fireman and AHU / Condensing Unit / VAV from SVL for the total amount of $115,128.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Purchasing Manager

SVL
2920 Centre Pointe Drive, Roseville, MN 55113 | Phone: 651-481-8000 | Fax: 651-481-8621
3454 41st Street South, Fargo, ND 58104 | Phone: 701-356-0896 | Fax: 701-356-0899
www.svl.com | svlteam@svl.com

To:	City Of Fargo	Project:	Public Works BSE IT HVAC Upgrades	Date:	4/25/2022
Attn:	Tanner Smedshammer	Location:	Fargo, ND	SVL Quote #:	972480
Engineer:	MBN	Notes:	Vent	Bid Date:	4/25/2022
Page(s):	1			Addendums:	

Indoor Air Handling Units

(1) Daikin CAH Vision Indoor Modular Air Handling Unit with: **Tag: AHU-1**

- 2" R-13 double wall construction with foam insulation and hinged access doors
- 208/60/3 voltage with single point power connection
- 2" MERV 8 filters with magnehelic gauge (1 set)
- 4" MERV 14 filters with magnehelic gauge (1 set)
- Mixing box section
- DX cooling coil with stainless steel drain pan
- Hot water heating coil with downstream access
- Direct drive plenum supply fan with factory mounted VFD
- 6" base rail construction

Clarifications:

- **Temperature controls, AFMS's, disconnects, start-up provided by others.**
- **Piping & piping accessories provided by others.**

Remote Air Cooled Condensing Unit

(1) Daikin RCS Series Air Cooled Condensing Unit with: **Tag: CU-1**

- 208/3 electrical, 65kA SCCR Rating
- Factory mounted disconnect
- Low ambient kit and hail guards
- Modulating compressors
- 1 year parts warranty and extended 5 year compressor parts warranty

Clarifications:

- **Temperature controls, piping & piping accessories, start-up provided by others.**
- **Unit is not set up to be used with spring isolators. Mason pads provided instead.**

Total net price, freight allowed..... $ 76,250.00 (Less Tax)
Add for start-up & 1st year labor warranty by SVL Service ..... $ 3,725.00 (Less Tax)

VAV Terminal Units

(16) Titus DESV Direct Digital Control Single Duct VAV Boxes with: **Tag: VAV-1 thru 16**

- Fiber free liner, access door, hot water re-heat coil, and metal control enclosure.

Clarifications:

- **Temperature controls and transformers to be provided by the TC Contractor**

Total net price, freight allowed..... $ 9,970.00 (Less Tax)

Sincerely,

Ben Eisenschenk/WK

SVL, Inc.
(701) 356-0896

NORTHWEST IRON FIREMAN, INC.
WHOLESALE HEATING SUPPLIERS

1508-5th AVENUE N. • P.O. BOX 1068 • PH: 701-237-4096 • FAX # 701-237-4097 • FARGO, NORTH DAKOTA 58107

April 21, 2022

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

RE; HVAC Mechanical Equipment Package

Bid: April 25, 2022, 2:00 PM

Quote No. Q19555

We Propose to provide the following equipment per specifications and schedule.

(2) Thermal Solutions, APEX condensing boilers, Model APX-625C
Including factory authorize start-up service.

$28,908.00

Twenty eight thousand nine hundred eight and no/100 dollars.

Shipping currently 3-4 weeks from release.
F.O.B. Fargo, Public Works West, 2401 3rd St. N. Fargo, North Dakota 58102
Terms are net 30 days from our invoice.
Price firm for 30 days.

Northwest Iron Fireman, Inc. Is a factory authorized representative for Thermal Solutions boilers. As such we maintain a substantial parts supply on hand. We also maintain a full service department with 24/7 staff for emergency and after hours service with multiple contact phone numbers.

Office Contact: (701) 237 4096
Marc Gustafson Cell: (218) 790 2787

Price Does Not Include: Any applicable taxes, permits, fee's, installation, piping, wiring, etc.

Northwest Iron Fireman, Inc.

Marc Gustafson

Marc Gustafson
V.P. Sales & Service

Delivery is contingent upon availability of materials and supplies and conditional upon circumstances beyond our control. Not responsible for delays caused by accidents, strikes, vacation and/or weather.
Northwest Iron Fireman, Inc. "Standard Terms & Conditions Apply".

REPORT OF ACTION

UTILITY COMMITTEE

16

Project No. NA

Type: Sewer Agreement- 7th Amendment

Location: Harwood Sewer Agreement

Date of Hearing: 5-5-2022

Routing	Date
City Commission	5-16-2022
Project File	

Jim Hausauer, Wastewater Utility Director, presented the attached Seventh Amendment for the sewer agreement between the cities Harwood and Fargo. The startup of the Northside Sewer System occurred in 2009 when the City of Harwood began sending wastewater to the Fargo Water Reclamation Facility (WRF) for treatment. The original sewer agreement, signed in March 2009, has had six amendments that have followed. Five of these amendments were associated with a formal request from Harwood for a temporary reduction of their O&M fees due to short-term financial constraints.

The Fourth Amendment to Lease of Rights to Sewer System was approved in 2012. This amendment was for an additional (fifth) sanitary lift station (LS) to be included to the original agreement. This would require the City of Fargo to provide operation, maintenance and repair to this lift station that serves a development located northeast of Harwood and within their city limits. This lift station was not identified in the original agreement, thus Harwood asked for it to be included.

Seventh Amendment

Attached you will find a request for the Seventh Amendment to Lease of Rights to Sewer System. This amendment is for the inclusion of an additional (sixth) sanitary lift station to the original agreement. Fargo Water Reclamation Utility staff will then provide O&M to six total lift stations to be included in the original Harwood Sewer Agreement. Historically it has been common practice to include newly constructed lift stations to the original agreements of our outside users.

Attached is a map of the service area associated with this amendment. The total number of future users in this development will meet the criteria spelled out in the original agreement. This amendment has had a legal review by both Harwood and Fargo.

On a motion by Terry Ludlum, seconded by Steve Sprague, the Utility Committee voted to approve the Seventh Amendment to Lease of Rights to Sewer System between City of Fargo and City of Harwood.

MOTION:

Concur with the Utility Committee recommendation and approve the Seventh Amendment to Lease of Rights to Sewer System between City of Fargo and City of Harwood.

COMMITTEE	Present	Yes	No	Unanimous X XProxy
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X	X		Steve Sprague- Interim
Brian Ward, Water Plant Superintendent	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, City Administrator	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Dir.	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Brenda Derrig, City Engineer	X	X		T Knakmuhs - Proxy
Scott Olson, Solid Waste Utility Engineer	X	X		
Dan Portlock, Water Utility Engineer	X	X		

ATTEST:

Jim Hausauer
Water Reclamation Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

THE CITY OF Fargo FAR MORE

REGIONAL WATER RECLAMATION FACILITY
3400 North Broadway
Fargo, ND 58102
Phone: 701.241.1454 | Fax: 701.241.8159
www.FargoND.gov

MEMORANDUM

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director
Date: May 5, 2022
Subject: Seventh Amendment to the Harwood Sewer Agreement

Background
The startup of the Northside Sewer System occurred in 2009 when the City of Harwood began sending wastewater to the Fargo Water Reclamation Facility (WRF) for treatment. The original sewer agreement, signed in March 2009, has had six amendments that have followed. Five of these amendments were associated with a formal request from Harwood for a temporary rate reduction of their O&M fees ($9.35). Their primary concern was charging a $30.00 per month user fee in advance of satisfying their outstanding lagoon debt.

The Fourth Amendment to Lease of Rights to Sewer System was approved in 2012. This amendment was for an additional (fifth) sanitary lift station (LS) to be included to the original agreement. This would require the City of Fargo to provide operation, maintenance and repair to this lift station that serves a development located northeast of Harwood and within their city limits. This lift station was not identified in the original agreement, thus Harwood asked for it to be included.

Seventh Amendment
Attached you will find a request for the Seventh Amendment to Lease of Rights to Sewer System. This amendment is for the inclusion for an additional (sixth) sanitary lift station to the original agreement. If approved, Fargo Water Reclamation Utility staff will then provide O&M of six total lift stations to be included in the original Harwood Sewer Agreement. Historically it has been common practice to include newly constructed lift stations to the original agreements of our outside users.

Attached is a map of the lift station service area associated with this amendment. The total number of future users in this development will meet the criteria spelled out in the original agreement.

Recommended Motion
Approve attached "Seventh Amendment to Lease of Rights to Sewer System" to include an additional (sixth) sanitary sewer lift station to the original Harwood Sewer Agreement.

FOURTH AMENDMENT TO LEASE OF RIGHTS TO SEWER SYSTEM
(City of Fargo and Harwood)

THIS FOURTH AMENDMENT is made and entered into this 19 day of March, 2012 by and between **THE CITY OF FARGO, ND**, a municipal corporation, hereinafter "Fargo", and **THE CITY OF HARWOOD, ND**, a municipal corporation, hereinafter "Harwood",

WITNESSETH:

WHEREAS, the parties have entered into a sewer agreement dated March 23, 2009; three (3) amendments to sewer agreement dated January 2010, May 2010, & September 2011, and,

WHEREAS, Harwood has added and an additional sanitary lift station to serve other lots in possible future expansion areas; and,

WHEREAS, the present Sewer Agreement and subsequent addendum contemplated only three Harwood and one Brooktree sanitary lift stations; and,

WHEREAS, the parties agree that the additional lift station that was constructed by Harwood will require additional operation, maintenance and repair; and,

WHEREAS, the parties wish to amend the existing agreement to provide for such.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. Paragraph 5 of the existing Sewer Agreement between the parties is hereby amended to reflect the additional sewer lift station as follows:

   5. Fargo shall also be responsible for the operation and routine maintenance of Harwood's **four (4)** lift stations and one (1) Brooktree lift station. Such operation and routine maintenance shall include, but is not limited to, and is subject to the limitation hereinafter set forth:

      A. Regular inspection and maintenance of the lift stations (5);

      B. Payment of the electric operating costs the lift stations (5);

      C. Installation and maintenance of a 24-hour high level radio alarm system and lift station telemetry.

For purposes of this agreement, routine maintenance of the four (4) Harwood lift stations and one (1) Brooktree lift station, as described in subparts A, B, and C

above, shall be defined as maintenance not exceeding $5,000 for each calendar year. Any cost over said amount shall be the responsibility of Harwood and to the extent Fargo expends more than $5,000 per calendar year on any such routine repair or maintenance, Harwood shall reimburse Fargo. Harwood shall be responsible for any capital improvements, as well as major repairs to its lift stations including, but not limited to, replacement of pumps, wet wells, etc. If necessary, Harwood shall bring the lift stations to an acceptable operating condition (to Fargo) at the time of system connection.

2. Except as modified hereby, the existing Sewer Agreement between the parties shall remain in full force and effect.

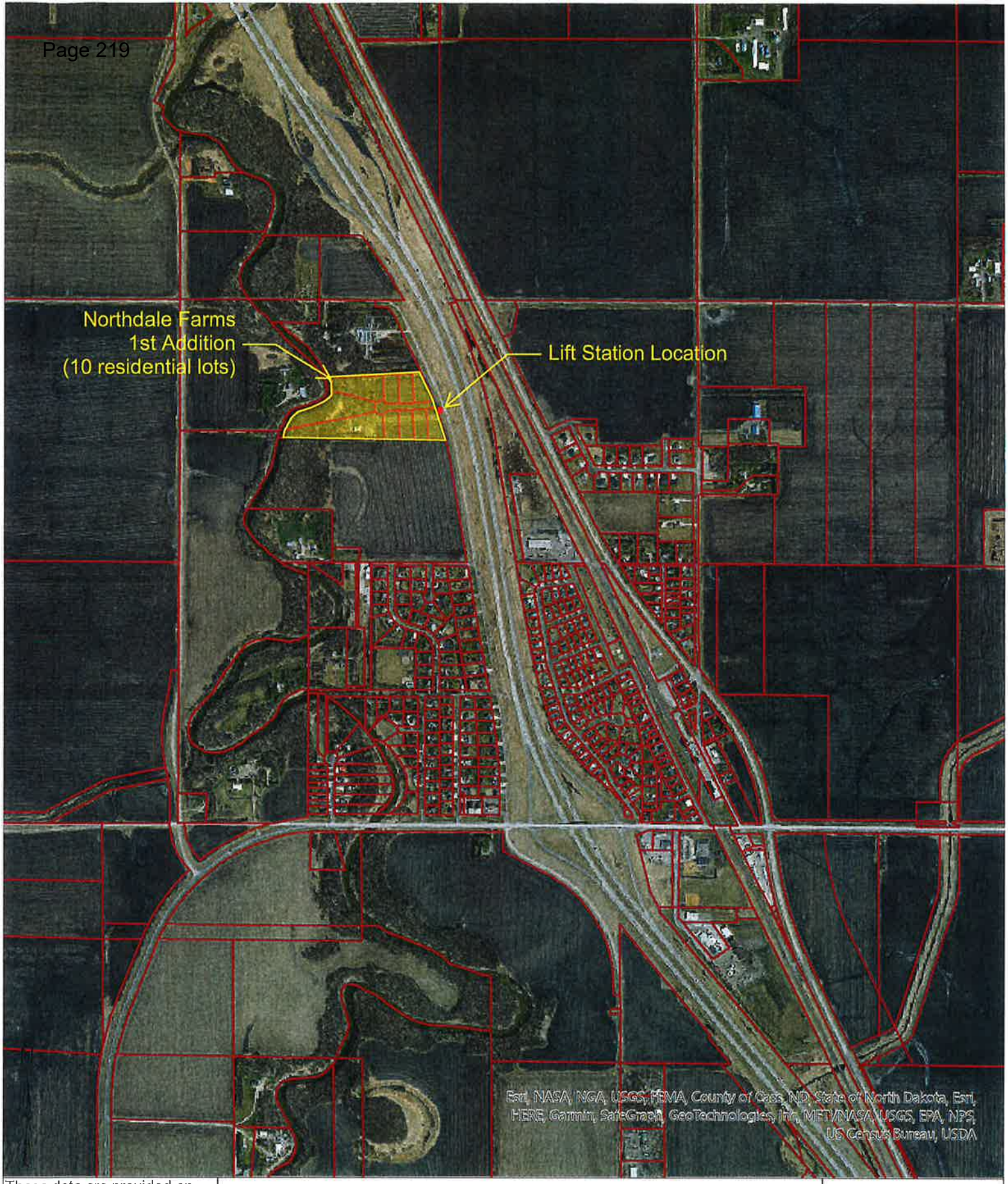
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

By _____
Dennis Walaker, Mayor

THE CITY OF HARWOOD, NORTH DAKOTA
a municipal corporation

By _____
Bill Rohrich, Mayor



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

Harwood, ND

Date: 5/2/2022

Cass County, ND

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

CASS COUNTY GOVERNMENT

SEVENTH AMENDMENT TO LEASE OF RIGHTS TO SEWER SYSTEM BETWEEN CITY OF FARGO AND CITY OF HARWOOD

THIS SEVENTH AMENDMENT is made between the City of Fargo, North Dakota, a municipal corporation (the "City of Fargo"), and the City of Harwood, North Dakota, a municipal corporation (the "City of Harwood").

WHEREAS, the parties have entered into a Lease of Rights to Sewer System Agreement dated March 23, 2009 (the "Agreement"), along with six (6) amendments to the Agreement dated January 2010, May 2010, September 2011, March 2012, August 2012, and June 2013; and

WHEREAS, the City of Harwood has added, or plans to add, an additional sanitary lift station to serve additional lots in future expansion areas; and

WHEREAS, the parties agree that the additional lift station will require additional operation, maintenance and repair; and

WHEREAS, the parties wish to amend the existing Agreement to accommodate the new lift station.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

1. Paragraph 5 of the Agreement is hereby amended to reflect the additional sewer lift station as follows:

> 5. Maintenance and Repair of the Harwood Sewer System.
>
> Fargo shall also be responsible for the operation and routine maintenance of five (5) Harwood sanitary lift stations and one (1) Brooktree lift station. Such operation and routine maintenance shall include, but is not limited to, and is subject to the limitation hereinafter set forth:
>
> A. Regular inspection and maintenance of the lift station;
>
> B. Payment of the electric operating costs of the lift station; and
>
> C. Installation and maintenance of a 24-hour high level radio alarm system and lift station telemetry.
>
> For purposes of this agreement, routine maintenance, as set forth above, of the five (5) Harwood sanitary lift stations and one (1) Brooktree sanitary lift

station shall be defined as maintenance not exceeding $5,000 for each calendar year. Any cost over said amount shall be the responsibility of Harwood and to the extent Fargo expends more than $5,000 per calendar year on any such routine repairs or maintenance, Harwood shall reimburse Fargo. Harwood shall be responsible for any capital improvements, as well as major repairs to its lift stations including, but not limited to, replacement of pumps, wet wells, etc. If necessary, Harwood shall bring the lift stations to an acceptable operating condition (to Fargo) at the time of system connection.

Harwood shall be solely responsible for maintaining its own sewer collection system within the City of Harwood, excluding the Harwood sanitary lift stations and the Brooktree sanitary lift station.

2. Except as modified by this Seventh Amendment, all terms and conditions of the Agreement and any previous amendments will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment the day and year stated below.

CITY OF HARWOOD, NORTH DAKOTA, a municipal corporation

DATED:_____

By: _____
Blake Hankey, Mayor

ATTEST:

_____
Casey Eggermont, City Auditor

CITY OF FARGO, NORTH DAKOTA, a municipal corporation

DATED:_____

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

ATTEST:

_____
Steven Sprague, City Auditor

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

17

May 17, 2022

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

Dear Commissioners:

On November 15, 2021 the Fargo City Commission authorized the approval of grant applications, local share and grant execution to the State of North Dakota (see attached).

The resulting contracts received from the North Dakota Department of Transportation (NDDOT) Transit Division are attached.

The grants include capital discretionary (1) $2,027,250 in 5339 CDFA No. 20.526 for replacement of four fixed route buses and three paratransit buses; and (2) $85,399 for the Mobility Manager in 5310 CFDA No. 20.513 funds. The Transit Department can utilize our State Aid allocation towards funding a portion of the local share and the remainder of the local share for the projects is included in the Transit capital budget.

The contract awards will have a profound impact on our community's transit system and the transportation options we offer our residents and visitors. These awards will fund the Mobility Management position and vastly improve our ability to address the critical need to get equipment purchases/repairs on a regular schedule.

The requested motion is to approve the attached contracts with NDDOT.

Thank you.

Julie Bommelman
Transit Director
City of Fargo
701.476.6737

/enc

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

November 15, 2021

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

Dear Commissioners:

The State of North Dakota has made $12M available in grant funding for public transportation (transit). The grant opportunity is for capital discretionary 5339 CDFA No. 20.526 and 5310 CFDA No. 20.513 funds (for bus and bus facilities by the Federal Transit Administration (FTA) and administered by the NDDOT). The Transit Department can utilize our State Aid allocation towards funding a portion of the local share and the remainder of the local share for the projects is included in the Transit capital budget for 2022.

This grant would have a profound impact on our community's transit system and the transportation options we offer our residents. There is a critical need to get vehicle purchases on a regular, rotating schedule – this grant would allow for the replacement of five (5) 35-foot and three (3) paratransit vehicles, miscellaneous interior replacements/upgrades to the Metro Transit Garage (MTG) which is thirteen years old (i.e. replacement of the bus wash), the Mobility Manager position and a replacement service vehicle (these last four items will be cost shared with the City of Moorhead paying 1/3).

The Transit Development Plan identified the need to upgrade and rehab equipment, and the Federal Transit Administration has implemented a requirement to have and follow a Transit Asset Management Plan which outlines equipment maintenance and lifecycle requirements.

The requested motion is to approve applying for grant funding for the items listed, and, upon successful receipt of funds, approve the grant execution. Thank you.

Sincerely,

Julie Bommelman

Julie Bommelman
City of Fargo Transit Director
701-476-6737
jbommelman@cityoffargo.com

DocuSign Envelope ID: 1D0A3E71-1AAA-4CEB-9E79-69AE3BB065AF

MEMORANDUM

TO: William T. Panos
Director

FROM: Stacey Hanson
Assistant Engineer for Local Government
Becky Hanson
Transit Program Manager

DATE: 5/5/2022

SUBJECT: Section 5339(b), Bus and Bus Facilities Competitive Program
City of Fargo – Fargo Metro Area Transit
State Fiscal Year 2023

This is a contract to provide capital funding to replace buses under the regulations of Section 5339(b) Bus and Bus Facilities Competitive Grant Funds.

Federal Transit Administration Funds of $2,027,250 are allocated for capital assistance for the purchase of 7 replacement vehicles. Fifteen percent (15%) local match is required.

38/bh 328-2542

NORTH Dakota | Transportation
Be Legendary.™

May 5, 2022

Julie Bommelman
Fargo Metro Area Transit
650 23rd St N
Fargo, ND 58102

FY2023 - Section 5339(b) Bus & Bus Facilities Competitive Grant, CFDA No. 20.526

Thank you for submitting a 5339 grant application for capital needs. We are pleased to inform you we are able to provide capital funding for your transit agency. The award amount is $2,027,250 to replace 7 ADA vehicles. Please see Attachment A for the funding breakdown.

During the grant review process, the committee looks at your current grant application request along with your current capital list. The committee has awarded you money to replace the following 7 vehicles:

Purchase Replacement Std 35 Ft Bus -- Replaces SFYD5KV11AB037421
Purchase Replacement Std 35 Ft Bus -- Replaces SFYD5KV1398035763
Purchase Replacement Std 35 Ft Bus -- Replaces SFYD5KV1398035764
Purchase Replacement Std 35 Ft Bus -- Replaces SFYD5KV1398035765
Purchase Replacement <30 Ft Bus -- Replaces 1FDFE4FS4HDC05249
Purchase Replacement <30 Ft Bus -- Replaces 1FDFE4FS0HDC05250
Purchase Replacement <30 Ft Bus -- Replaces 1FDFE4FS2HDC05248

Once the new vehicles are operating in your services, you will need to dispose of the old vehicles in your inventory list. These vehicles will no longer be eligible to be replaced in future grant applications. Contact the Transit Section to discuss the disposal of these vehicles.

Once the contract is signed, you may request approval to order your vehicles from the State Bid. Due to the dollar value and State/Federal procurement guidelines, you cannot go directly to a dealership and purchase the vehicles. If the required procurement guidelines are not followed the Transit Section cannot reimburse your agency for the vehicles.

In order to begin the funding process, please:

1. Upload your approved Certs and Assurances from TrAMS into BlackCat. Select the Certification tab, select fiscal year 2023, select Choose File to upload the document, then check the box to attest and certify.
2. Complete the contractor and witness information in DocuSign.
3. Have your organization's president or chairman digitally sign and date the agreement (under Contractor)—this signature ***must be an authorized signatory*** for your project. Please also submit a proof of authorization to sign if it is not the president or chairperson of your agency.
4. Finish the DocuSign process to send to the witness for signature.
5. Have a witness sign and date the agreement (under Witness) and upload proof of insurance in the form of **Confirmation of Coverage OR Certificate of Insurance for automobiles and premises/commercial**, if it is required. This is required for all Non-Profit and For-Profit agencies.
6. Upon completion of executing all documents, finish the DocuSign process and the contract documents will return to NDDOT for processing.

If you have any questions or need assistance, please contact Connie Nelson at (701) 328-3720 or conelson@nd.gov.

Sincerely,

Becky Hanson, Transit Program Manager

Attachment

Copy: Kevin Hanson, Board Chair
Dan Farnsworth, Fargo/Moorhead COG

NDDOT Contract No. 38220653

North Dakota Department of Transportation
SECTION 5339 TRANSIT GRANT AGREEMENT

Federal Award Information

CFDA No.: 20.526

CFDA Title: Bus and Bus Facilities Formula & Discretionary Program

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Becky Hanson
Telephone 701-328-2542 Email: bhanson@nd.gov

Subrecipient/Contractor Name: City of Fargo DUNS No.: 070265871 Unique Entity ID: K2QJQZVH5PM6

Federal Award Project Description: FFY2020 - 5339(b) Competitive Capital for Rural, Small Urban and Intercity Operators

Federal Aid Identification No. (FAIN) and Award Date: ND2021005; 3-3-2021; BR in Progress

Period of Performance: 3-3-2021 to 10-13-2022

Subaward Period of Performance Start Date: April 15, 2022 End Date: August 30, 2023

Subaward Budget Period Start Date: April 15, 2022 End Date: August 30, 2023

Total Federal Award: $2,027,250

Total Project Budget Including Local Match: $2,385,000

Total Capital Budget: $2,385,000 Federal Funds: $2,027,250, 85% Matching Funds: $357,750, 15%

Research and Development Activities: This award does not include funds for Research and Development activities.

Indirect Cost Rate (ICAP): N/A

Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North

Dakota 58505-0700, and City of Fargo, a Political Subdivision, hereinafter referred to as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, Section 5339 of the Fixing America's Surface Transportation (FAST) Act and the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (IIJA), provides for grants for the specific purpose of assisting in financing capital projects that will benefit the country's transit projects.

WHEREAS, the Governor of the state of North Dakota, in accordance with a request by the Federal Transit Administration (FTA), has designated NDDOT to evaluate and select projects and to coordinate the grant applications in accordance with the guidelines of the State Management Plan for Public Transportation and the Master Agreement with the FTA; and

WHEREAS, NDDOT and the Contractor desire to secure and utilize grant funds to finance capital projects such as rolling stock, equipment, facility construction, and/or capital improvements that will benefit transit projects that serve the state of North Dakota; now

THEREFORE, in consideration of the mutual interests herein set forth, NDDOT and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this agreement is to provide grant funds to finance rolling stock, equipment, facility construction and/or other capital improvements, hereinafter referred to as the project. The grant amount is $2,027,250.

Section 2. Project Obligation. The Contractor shall commence, carry on, and complete purchase of the described project(s) with all practicable dispatch, in a sound, economical, and efficient manner.

Section 3. Period of Performance. For the period of April 15, 2022, through August 30, 2023, the Contractor shall undertake and provide the transportation services as described in the project description and budget (Attachment A) and the Contractor's grant application, on file with NDDOT. The term of the agreement shall begin upon execution of this agreement by both parties and terminate on August 30, 2023.

Section 4. Project Participation. Participation in the project costs shall be as indicated in the attached Project Description and Budget. The Contractor will provide sufficient non-federal funds which together with the grant will pay the project costs. In the event that the actual project costs are less than what is shown in the project budget or if a rebate is given, this reduction in cost shall be applied to the Contractor and NDDOT in proportion to the participation rates of each.

Section 5. Property. All purchases, property management, and property disposition shall be made in accordance with State and Federal requirements, copies of which will be provided by NDDOT on request.

Section 6. Purchase of Project Assets. The purchase of all project asset financed, in whole or in part, pursuant to this agreement shall be undertaken by the Contractor in accordance with NDDOT's procurement procedures and Federal regulations.

Section 7. Use of Project Assets. The Contractor agrees that the project asset shall be used for providing transportation service in accordance with the project description in the grant application. Such asset shall be used for the duration of its useful life. If any project asset is not used in this manner or is withdrawn from service before the end of its useful life, the Contractor shall immediately notify NDDOT of that condition.

Section 8. Amendment. Any change in this agreement shall be in writing and agreed upon by both parties.

Section 9. Subcontracting. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

Section 10. Subcontract Provisions. The Contractor shall include in all subcontracts entered into, pursuant to this agreement, all of the above-required sections. In addition, the following statement of financial assistance shall be included in any advertisement or invitation to bid for any procurement under this agreement:

"This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT."

Section 11. Assignments. Unless authorized in writing by NDDOT, the Contractor shall not assign any portion of the work or asset and vehicles under this agreement; execute any contract, amendment, or change order thereto; or obligate in any manner with a third party with respect to rights and responsibilities under this agreement.

Section 12. Records and Reports.

a. The Contractor shall submit project operational data and information as requested by NDDOT.

b. The Contractor shall also submit financial statements, data, records, contracts, and other documents related to the project as requested by NDDOT.

c. All charges to the project account shall be supported by executed invoices, contracts, or vouchers showing the nature of the charges. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified; readily accessible; and, to the extent feasible, kept separate and apart from all other such documents.

d. The Contractor shall maintain all accounting and project records NDDOT may require. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the date of final payment, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied.

Section 13. Audit and Inspection. The Contractor shall permit NDDOT, the comptroller general of the United States, and the secretary of the US Department of Transportation or their authorized representatives to inspect all vehicles, facilities, and assets used by the Contractor as part of the project and all relevant project data and records. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

Section 14. Termination. NDDOT reserves the right, with or without cause, to terminate this agreement by written notice. In the event of termination without cause, NDDOT will reimburse the Contractor for costs incurred prior to the termination date without further liability.

Section 15. Action Upon Termination. The Contractor agrees to dispose of the project assets in accordance with NDDOT's program policy, copies of which will be made available by NDDOT upon request.

Section 16. Contract Changes. All modifications of this agreement shall be made in writing and agreed upon by both parties.

Section 17. Prohibited Interest. No member, officer, or employee of the Contractor during his tenure or for one year thereafter shall have any personal interest, direct or indirect, in this contract or the proceeds thereof.

Section 18. Other Provisions. The Contractor acknowledges the following provisions and agrees to cooperate with NDDOT in abiding by them: See Attachment B and complete required forms.

Safety Jurisdiction. FTA's authority in the area of transit safety is set forth in section 22 of the Federal Transit Act Amendments of 1991. Under this section, FTA may withhold further financial assistance from any private nonprofit or for-profit agency recipient who fails to correct any condition which FTA believes "creates a serious hazard of death or injury."

Section 19. Statement of Financial Assistance. This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT.

Section 20. Applicable Law. Indemnity. Contractor shall comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of this agreement and conduct its activities so as not to endanger any person or property.

Section 21. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (from FTA MA (26) dated October 1, 2019) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Section 22. Disputes. FTA Cir. 4220.1F. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NDDOT Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director shall be binding upon the Contractor, and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by NDDOT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Section 23. Merger and Waiver. 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 the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Section 24. Conflicts of Interest. No official or employee of a state or any other governmental instrumentality who is authorized in their official capacity to negotiate, make, accept, or approve, or to

take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention by a state or other governmental instrumentality, in a contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

Section 25. No Obligation by the Federal Government. The purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Section 26. Insurance. The Contractor shall maintain insurance coverage on the project asset in an amount adequate to protect the fair market value of the asset throughout the duration of this agreement.

Section 27. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NDDOT requests which would cause NDDOT to be in violation of the FTA terms and conditions.

Section 28. Risk Management. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

STEVE SPRAGUE, City Auditor
NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

DR. Timothy J. MAHONEY
NAME (TYPE OR PRINT)

SIGNATURE

MAYOR, City OF FARGO
TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DocuSigned by:
Paul Benning
SIGNATURE
A911F817506247A...

DS
SH

5/5/2022
DATE

CLA 1073 (Div. 38)
L.D. Approved 9-8-08; 4-22

Project

CERTIFICATION OF LOCAL MATCH

It is hereby certified that City OF FARGO will provide non-federal funds, unless expressly allowed by federal regulation to use federal funds as match. The source of the non-federal funds is identified below, as match for the amount the Transit Provider is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided for Transit Provider. Please designate the source(s) of funds that will be used to match the federal funds obligated for this grant through the North Dakota Department of Transportation.

Source: Advertising, LOCAL ENTERPRISE FUND

Executed at _____, North Dakota, the last date below signed.

WITNESS:

SIGNATURE

DATE

APPROVED:

DR. Timothy J. MAHONEY
NAME (TYPE OR PRINT)

SIGNATURE

* MAYOR, City OF FARGO
TITLE

DATE

*Director or President of Transit Board

CLA 1073 (Div. 38)
L.D. Approved 9-8-08; 4-22

NDDOT North Dakota Department of Transportation

Attachment A

Project Name City of Fargo -- Fargo Metro Area Transit
SFY 2023 (April 15, 2022 - August 30, 2023)

	Local Match Percentage	Funding Source	TOTAL Federal Share	Local Share	Total
Funding Category					
111202 Purchase Replacement Std 35 Ft Bus -- Replaces SFYD5KV11AB037421	15	5339(b)	$446,250	$78,750	$525,000
111202 Purchase Replacement Std 35 Ft Bus -- Replaces SFYD5KV1398035763	15	5339(b)	$446,250	$78,750	$525,000
111202 Purchase Replacement Std 35 Ft Bus -- Replaces SFYD5KV1398035764	15	5339(b)	$446,250	$78,750	$525,000
111202 Purchase Replacement Std 35 Ft Bus -- Replaces SFYD5KV1398035765	15	5339(b)	$446,250	$78,750	$525,000
111204 Purchase Replacement <30 Ft Bus -- Replaces 1FDFE4FS4HDC05249	15	5339(b)	$80,750	$14,250	$95,000
111204 Purchase Replacement <30 Ft Bus -- Replaces 1FDFE4FS0HDC05250	15	5339(b)	$80,750	$14,250	$95,000
111204 Purchase Replacement <30 Ft Bus -- Replaces 1FDFE4FS2HDC05248	15	5339(b)	$80,750	$14,250	$95,000
TOTALS			$2,027,250	$357,750	$2,385,000

Notice to Subrecipients: Each Federal program is governed by different regulations. Federal awards have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

CFDA Title	CFDA No.	Title 49 USC Chapter 53 Section	Award Name
Capital Assistance Program	CFDA No 20.526	5339(b)	Bus and Bus Facilities Competitive
Section 5339 provides for capital grants to private nonprofit corporations and associations for the specific purpose of assisting them in providing mass transportation.			

Attachment B

Rolling Stock over $250,000
Federal Clauses

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUS TESTING

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:
a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

CORONAVIRUS RELIEF AND CARES ACT CERTIFICATION

The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Pub. L. 116–260, Div. M), requires that, to the maximum extent possible, funds

made available under the Act and in title XII of division B of the CARES Act (Pub. L. 116–136) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation), unless the recipient certifies that it has not furloughed any employees.

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least $25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a 95 criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it

receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

(d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause—
1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two

places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

The contractor shall report any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation,or knowledge that the contractor has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal

assistance; suspension, debarment, or other similar administrative or enforcement action against OCTA or the contractor; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obaligating or expending loan or grant funds to:

   1. Procure or obtain;

   2. Extend or renew a contract to procure or obtain;or

   3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that users covered telecommunications equipment or services as a substantial or essential component of any sysytem, or as critical technology as part of any system. As described in Public Law 115-232, section 889, coverd telecommunications equipment is telecomnunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

      i. For the purpose of public saftey, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).

      ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

      iii. Telecommunications or video surveillance equipment or services procuced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably belives to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f),paragraph(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize availabel funding and technical support to assit affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from coverd communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232,section 889 for additional in formation.

d. See also $200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION AGENCY SAFETY PLANS (PTASP)

For Fiscal Year 2020, FTA required this certification from each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d) by July 20, 2020. This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate

company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)
The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)
The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to

comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)
The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency
The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any

other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor
Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies
Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes
Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute
Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages
Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies
Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies
The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and
   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: City OF FARGO

Signature of Authorized Official: _____ Date ____/____/____

Name and Title of Contractor's Authorized Official: DR. Timothy J. Mahoney, MAYOR

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company Name:_____

Type or print name:_____

Signature of authorized representative:_____

Signature of notary and SEAL:_____

Date of Signature:_____/_____/_____

PRE- AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

BUY AMERICA REQUIREMENTS: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ (the recipient) is satisfied that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ the analyst, not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 ofthe CFR, Part 663 – Subpart B, _____ (the recipient) certifies that the buses to be purchased, _____ (number and description of buses) from _____ (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 ofthe CFR, Part 663 – Subpart D, _____ (the recipient) certifies that it received, at the pre-award stage, a copy of _____ 's (the manufacturer) self-certification information stating that the buses, _____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date : _____

Signature : _____

Title : _____

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

PRE-AWARD AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT: A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION: For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

   1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and

   2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION: For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION: As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or Offeror Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company _____

Name _____ Title _____

Signature _____ Date _____/_____/_____

Bidder or Offeror Certificate of NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____/_____/_____

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at _____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at _____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

_____

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/_____/_____

Title _____

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

BIDDER/COMPANY

Name of Bidder/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____ Date ____/____/____

NOTARY

Type or Print Name _____

Signature of Notary _____

Place Notary SEAL Here:

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

POST DELIVERY AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT: A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION: For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

a. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
b. The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
    1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
    2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—

a. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
    1. Provide accurate records of all vehicle construction activities; and
    2. Address how the construction and operation the vehicles fulfills the contract specifications.
b. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
c. For procurements of:
    1. Ten or fewer buses; or
    2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
    3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

a. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.
b. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The recipient hereby certifies that it has reviewed and ensures the bidder or offeror has complied with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company _____

Name _____ Title _____

Signature _____ Date _____

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.

The recipient hereby certifies that it has reviewed and determined the bidder or offeror cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

POST DELIVERY AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT: A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION

For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

a. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
b. The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that

a. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
    1. Provide accurate records of all vehicle construction activities; and
    2. Address how the construction and operation of the vehicles fulfills the contract specifications.
b. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
c. For procurements of:
    1. Ten or fewer buses; or
    2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
    3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

a. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.
b. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The recipient hereby certifies that it has reviewed and ensures the bidder or offeror has complied with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Agency _____
Name _____ Title _____
Signature _____ Date _____

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.

The recipient hereby certifies that it has reviewed and determined the bidder or offeror cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Agency _____
Name _____ Title _____
Signature _____ Date _____

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(I) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned 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 subrecipients 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 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(l)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____Signature of Contractor's Authorized Official

_____Name and Title of Contractor's Authorized Official

_____Date

Risk Management Appendix

Routine* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: State – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party 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** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$250,000 per person** and **$500,000 per occurrence**. The minimum limits of liability required of the State are **$250,000 per person** and **$1,000,000 per occurrence**.
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, their agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against the Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor 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: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 11-19

DocuSign

Certificate Of Completion

Envelope Id: 1D0A3E711AAA4CEB9E7969AE3BB065AF
Status: Sent
Subject: Contract #38220653: Please DocuSign: Section 5339 Transit Grant Agreement
Contract Number: 38220653
PCN:
Source Envelope:
Document Pages: 31
Signatures: 1
Initials: 1
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Connie Nelson
608 E Boulevard Ave
Bismarck, ND 58505
conelson@nd.gov
IP Address: 165.234.92.5

Record Tracking

Status: Original
5/5/2022 8:35:25 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Connie Nelson
conelson@nd.gov
Pool: StateLocal
Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: DocuSign

Location: DocuSign

Signer Events

Stacey Hanson
smhanson@nd.gov
Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None), Authentication

Signature

DS
SH

Signature Adoption: Pre-selected Style
Signed by link sent to smhanson@nd.gov
Using IP Address: 165.234.252.245

Timestamp

Sent: 5/5/2022 10:46:33 AM
Viewed: 5/5/2022 11:18:19 AM
Signed: 5/5/2022 11:19:12 AM

Authentication Details
SMS Auth:
Transaction: 6602540E577804049196FD3453CA7CBE
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/5/2022 11:18:12 AM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Paul Benning
pbenning@nd.gov
Security Level: Email, Account Authentication (None), Authentication

DocuSigned by:
Paul Benning
A411F817506247A...

Signature Adoption: Pre-selected Style
Signed by link sent to pbenning@nd.gov
Using IP Address: 165.234.253.12

Sent: 5/5/2022 11:19:16 AM
Viewed: 5/5/2022 12:54:59 PM
Signed: 5/5/2022 12:55:07 PM

Authentication Details
SMS Auth:
Transaction: 6602557053E809049196F59AB33AB792
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/5/2022 12:54:54 PM
Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Shannon Sauer ssauer@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Jennifer Turnbow jturnbow@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Laureen M. Martin lmartin@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Connie Nelson conelson@nd.gov Transit Agency Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 165.234.252.245	Sent: 5/5/2022 8:35:34 AM Viewed: 5/5/2022 9:41:29 AM Completed: 5/5/2022 9:51:47 AM

Agent Delivery Events	Status	Timestamp
Julie Bommelman jbommelman@cityoffargo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		Sent: 5/5/2022 12:55:09 PM Viewed: 5/9/2022 8:25:32 AM

Agent Delivery Events	Status	Timestamp
Not Offered via DocuSign		

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Becky Hanson bhanson@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 165.234.252.245	Sent: 5/5/2022 9:51:48 AM Viewed: 5/5/2022 10:46:33 AM
Connie Nelson conelson@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/5/2022 8:35:34 AM

Payment Events	Status	Timestamps

MEMORANDUM

TO: William T. Panos
Director

FROM: Stacey Hanson
Assistant Engineer for Local Government
Becky Hanson
Transit Program Manager

DATE: 5/5/2022

SUBJECT: Section 5310, Enhanced Mobility of Seniors & Individuals with Disabilities
City of Fargo
SFY 2023 (July 1, 2022 - June 30, 2023)

This is a contract to provide transit capital funds under the regulations of Section 5310, Enhanced Mobility of Seniors & Individuals with Disabilities Grant Funds.

Federal Transit Administration Funds of $85,399 are allocated for capital assistance for the funding the Mobility Manager Position. Twenty percent (20%) local match is required.

38/bh 328-2542

NORTH Dakota | Transportation
Be Legendary.™

May 5, 2022

Julie Bommelman
Fargo Metro Area Transit
650 23rd St N
Fargo, ND 58102

FY 2023 – Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant, CFDA No. 20.513

Thank you for submitting a 5310 grant application and we are pleased to inform you that we are able to provide funding for Fargo MAT Bus. The award amount is $85,399 for a Mobility Manager Position.

In order to begin the funding process, please:

1. Upload your approved Certs and Assurances from TrAMS into BlackCat. Select the Certification tab, select fiscal year 2023, select Choose File to upload the document, then check the box to attest and certify.
2. Complete the contractor and witness information in DocuSign.
3. Have your organization's president or chairman digitally sign and date the agreement (under Contractor)—this signature ***must be an authorized signatory*** for your project. Please also submit a proof of authorization to sign if it is not the president or chairperson of your agency.
4. Finish the DocuSign process to send to the witness for signature.
5. Have a witness sign and date the agreement (under Witness) and upload proof of insurance in the form of **Confirmation of Coverage OR Certificate of Insurance for automobiles and premises/commercial**, if it is required. This is required for all Non-Profit and For-Profit agencies.

DocuSign Envelope ID: 16740A68-4335-4D4F-8C0D-BCDA483C62E3

6. Upon completion of executing all documents, finish the DocuSign process and the contract documents will return to NDDOT for processing.

If you have any questions or need assistance, please contact Connie Nelson at (701) 328-3720 or conelson@nd.gov.

Sincerely,

Becky Hanson
Transit Program Manager

Cc: Kevin Hanson, Board Chair
Dan Farnsworth, Fargo/Moorhead COG
Enclosure

NDDOT CONTRACT NO. 38220702

North Dakota Department of Transportation
SECTION 5310 TRANSIT GRANT AGREEMENT

Federal Award Information

CFDA No.: 20.513

CFDA Title: Capital Assistance Program For Elderly Persons and Persons with Disabilities

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Becky Hanson
Telephone: 701-328-2542 Email: bhanson@nd.gov

Subrecipient/Contractor Name: City of Fargo DUNS No.: 070265871 Unique Entity ID: K2QJQZV5PM6

Federal Award Project Description: FFY2020/2021 5310 Small Urban for Capital and Operating Assistance

Federal Aid Identification No. (FAIN) and Award Date: ND2022003, 3/8/2022

Period of Performance: 3/8/2022 to 9/30/2023

Subaward Period of Performance Start Date: July 1, 2022 End Date June 30, 2023

Subaward Budget Period Start Date: July 1, 2022 End Date: June 30, 2023

Total Federal Operating Award: $0

Total Federal Admin Award: $0

Total Federal Capital Award: $85,399

Total Project Budget Including Local Match: $106,749

Total Operating Budget: $0 Federal Funds: $0 Matching Funds: $0

Total Admin/Capital Budget: $106,749 Federal Funds: $85,399, 80% Matching Funds: $21,350, 20%

Research and Development Activities: This award does not include funds for Research and Development Activities.

Indirect Cost Rate (ICAP): N/A

Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, a Political Subdivision, hereinafter referred to as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, Section 5310 of the Fixing America's Surface Transportation (FAST) Act, and the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (IIJA), provides for capital grants to private nonprofit corporations and associations for the specific purpose of assisting them in providing transportation services meeting the special needs of older adults and people with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate; and

WHEREAS, the Governor of the state of North Dakota, in accordance with a request by the Federal Transit Administration (FTA), has designated NDDOT to evaluate and select projects and to coordinate the grant applications in accordance with the guidelines of the State Management Plan for Public Transportation and the Master Agreement with the FTA; and

WHEREAS, NDDOT and the Contractor desire to secure and utilize grant funds for the transportation needs of older adults and citizens with disabilities of the state of North Dakota; now

THEREFORE, in consideration of the mutual interests herein set forth, NDDOT and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this agreement is to provide grant funds for traditional and non-traditional operating and capital expenses used in providing transportation services for the older persons and persons with disabilities, hereinafter referred to as the project. The grant amount is $85,399.

Section 2. Project Obligation. The Contractor shall commence, carry on, and complete purchase of the described project(s) with all practicable dispatch, in a sound, economical, and efficient manner.

Section 3. Period of Performance. For the period of July 1, 2022, through June 30, 2023, the Contractor shall undertake and provide the transportation services as described in the project description and budget (Attachment A) and the Contractor's grant application, on file with NDDOT. The term of the agreement shall begin upon execution of this agreement by both parties and terminate on June 30, 2023.

Section 4. Project Participation. Participation in the project costs shall be as indicated in the attached Project Description and Budget. The Contractor will provide sufficient non-federal funds which together with the grant will pay the project costs. In the event that the actual project costs are less than what is shown in the project budget or if a rebate is given, this reduction in cost shall be applied to the Contractor and NDDOT in proportion to the participation rates of each.

Section 5. Purchase of Project Assets. The purchase of all project assets financed, in whole or in part, pursuant to this agreement shall be undertaken by the Contractor in accordance with NDDOT's procurement procedures and Federal regulations.

Section 6. Use of Project Assets. The Contractor agrees that the project asset shall be used for providing transportation service in accordance with the project description in the grant application. Such asset shall be used for the duration of its useful life. If any project asset is not used in this manner or is withdrawn from service before the end of its useful life, the Contractor shall immediately notify NDDOT of that condition.

Section 7. Amendment. Any change in this agreement shall be in writing and agreed upon by both parties.

Section 8. Subcontracting. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

Section 9. Assignments. Unless authorized in writing by NDDOT, the Contractor shall not assign any portion of the work or assets and vehicles under this agreement; execute any contract, amendment, or change order thereto; or obligate in any manner with a third party with respect to rights and responsibilities under this agreement.

Section 10. Subcontract Provisions. The Contractor shall include in all subcontracts entered into, pursuant to this agreement, all of the above-required sections. In addition, the following statement of financial assistance shall be included in any advertisement or invitation to bid for any procurement under this agreement:

> "This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT."

Section 11. Records and Reports.

a. The Contractor shall submit project operational data and information as requested by NDDOT.

b. The Contractor shall also submit financial statements, data, records, contracts, and other documents related to the project as requested by NDDOT.

c. All charges to the project account shall be supported by executed invoices, contracts, or vouchers showing the nature of the charges. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified; readily accessible; and, to the extent feasible, kept separate and apart from all other such documents.

d. The Contractor shall maintain all accounting and project records NDDOT may require. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the date of final payment, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied.

Section 12. Audit and Inspection. The Contractor shall permit NDDOT, the comptroller general of the United States, and the secretary of the US Department of Transportation or their authorized representatives to inspect all vehicles, facilities, and assets used by the Contractor as part of the project and all relevant project data and records. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

Section 13. Termination. NDDOT reserves the right, with or without cause, to terminate this agreement by written notice. In the event of termination without cause, NDDOT will reimburse the Contractor for costs incurred prior to the termination date without further liability.

Section 14. Action Upon Termination. The Contractor agrees to dispose of the project asset in accordance with NDDOT's program policy, copies of which will be made available by NDDOT upon request.

Section 15. Contract Changes. All modifications of this agreement shall be made in writing and agreed upon by both parties.

Section 16. Prohibited Interest. No member, officer, or employee of the Contractor during his tenure or for one year thereafter shall have any personal interest, direct or indirect, in this contract or the proceeds thereof.

Section 19. Other Provisions. The Contractor acknowledges the following provisions and agrees to cooperate with NDDOT in abiding by them: See Attachment B and complete required forms.

Safety Jurisdiction. FTA's authority in the area of transit safety is set forth in section 22 of the Federal Transit Act Amendments of 1991. Under this section, FTA may withhold further financial assistance from any private nonprofit or for-profit agency recipient who fails to correct any condition which FTA believes "creates a serious hazard of death or injury."

Section 20. Statement of Financial Assistance. This contract is subject to a financial assistance contract between the state of North Dakota and the USDOT.

Section 21. Applicable Law. Indemnity. Contractor shall comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of this agreement and conduct its activities so as not to endanger any person or property.

Section 22. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (from FTA MA (25) dated October 1, 2020) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Section 23. Disputes. FTA Cir. 4220.1F. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NDDOT Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director shall be binding upon the Contractor, and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by NDDOT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Section 24. Merger and Waiver. 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 the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Section 25. Conflicts of Interest. No official or employee of a state or any other governmental instrumentality who is authorized in their official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention by a state or other governmental instrumentality, in a contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

Section 26. Insurance. The Contractor shall maintain insurance coverage on the project asset in an amount adequate to protect the fair market value of the asset throughout the duration of this agreement.

Section 27. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NDDOT requests which would cause NDDOT to be in violation of the FTA terms and conditions.

Section 28. Risk Management. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

STEVE SPRAGUE, City Auditor
NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

DR. Timothy J. MAHONEY
NAME (TYPE OR PRINT)

SIGNATURE

MAYOR, City OF FARGO
TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DocuSigned by:
Paul Benning
SIGNATURE
A411F817506247A...

DS
SH

5/9/2022
DATE

CLA 17014 (Div. 38)
L.D. Approved 7-17-89; 4-22

Project

CERTIFICATION OF LOCAL MATCH

It is hereby certified that City OF FARGO will provide non-federal funds, unless expressly allowed by federal regulation to use federal funds as match. The source of the non-federal funds is identified below, as match for the amount the Transit Provider is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided for Transit Provider. Please designate the source(s) of funds that will be used to match the federal funds obligated for this grant through the North Dakota Department of Transportation.

Source: Advertising, LOCAL ENTERPRISE FUND

Executed at _____, North Dakota, the last date below signed.

WITNESS:

SIGNATURE

DATE

APPROVED:

DR. Timothy J. MAHONEY
NAME (TYPE OR PRINT)

SIGNATURE

* MAYOR, City OF FARGO
TITLE

DATE

*Director or President of Transit Board

CLA 17014 (Div. 38)
L.D. Approved 7-17-89; 4-22

NDDOT North Dakota Department of Transportation

Attachment A

Project Name City of Fargo Fargo Metro Area Transit
SFY 2023 (July 1, 2022 - June 30, 2023)

	Local Match Percentage	Funding Source	TOTAL Federal Share	Local Share	Total
Funding Category					
117L00 Mobility Management	**20**	**5310**	**$85,399**	**$21,350**	**$106,749**
TOTALS			**$85,399**	**$21,350**	**$106,749**

Notice to Subrecipients: Each Federal program is governed by different regulations. Federal awards have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

CFDA Title	CFDA No.	Title 49 USC Chapter 53 Section	Award Name
Capital Assistance Program	CFDA No 20.513	**5310**	Elderly and Persons with Disabilities Program
Section 5310 provides for capital grants to private nonprofit corporations and associations for the specific purpose of assisting them in			

Attachment B

Operations and Management under $150,000
Federal Clauses

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in

Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq.,

prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

CORONAVIRUS RELIEF AND CARES ACT CERTIFICATION

The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Pub. L. 116–260, Div. M), requires that, to the maximum extent possible, funds made available under the Act and in title XII of division B of the CARES Act (Pub. L. 116–136) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation), unless the recipient certifies that it has not furloughed any employees.

DEBARMENT AND SUSPENSION

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least $25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a 95 criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

(d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

a) Definitions. As used in this clause—
1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal

Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

The contractor shall report any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation,or knowledge that the contractor has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against OCTA or the contractor; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obaligating or expending loan or grant funds to:

   1. Procure or obtain;

   2. Extend or renew a contract to procure or obtain;or

   3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that users covered telecommunications equipment or services as a substantial or essential component of any sysytem, or as critical technology as part of any system. As described in Public Law 115-232, section 889, coverd telecommunications equipment is telecomnunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

      i. For the purpose of public saftey, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).

      ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

      iii. Telecommunications or video surveillance equipment or services procuced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably belives to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f),paragraph(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize availabel funding and technical support to assit affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from coverd communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232,section 889 for additional in formation.

d. See also $200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION AGENCY SAFETY PLANS (PTASP)

For Fiscal Year 2020, FTA required this certification from each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d) by July 20, 2020. This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

1. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:
1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)
The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)
If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)
The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach
In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)
The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)
If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)
The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)
The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:
   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: City of Fargo

Signature of Authorized Official: _____ Date ____/____/____

Name and Title of Contractor's Authorized Official: Dr. Timothy J. Mahoney, Mayor

Risk Management Appendix

Routine* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: State – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party 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** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$250,000 per person** and **$500,000 per occurrence**. The minimum limits of liability required of the State are **$250,000 per person** and **$1,000,000 per occurrence**.
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, their agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against the Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor 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: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 11-19

DocuSign

Certificate Of Completion

Envelope Id: 16740A6843354D4F8C0DBCDA483C62E3
Status: Sent
Subject: Contract #38220702: Please DocuSign: Section 5310 Transit Grant Agreement
Contract Number: 38220702
PCN:
Source Envelope:
Document Pages: 22
Signatures: 1
Initials: 1
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Connie Nelson
608 E Boulevard Ave
Bismarck, ND 58505
conelson@nd.gov
IP Address: 165.234.92.5

Record Tracking

Status: Original
5/6/2022 7:50:49 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Connie Nelson
conelson@nd.gov
Pool: StateLocal
Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: DocuSign

Location: DocuSign

Signer Events

Stacey Hanson
smhanson@nd.gov
Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None), Authentication

Signature

DS
SH

Signature Adoption: Pre-selected Style
Signed by link sent to smhanson@nd.gov
Using IP Address: 165.234.253.12

Timestamp

Sent: 5/6/2022 8:43:14 AM
Viewed: 5/9/2022 7:42:55 AM
Signed: 5/9/2022 7:43:31 AM

Authentication Details
SMS Auth:
Transaction: 6602A35F398C05049191AC51B3DA1F63
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/9/2022 7:42:46 AM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Paul Benning
pbenning@nd.gov
Security Level: Email, Account Authentication (None), Authentication

DocuSigned by:
Paul Benning
A411F817506247A...

Signature Adoption: Pre-selected Style
Signed by link sent to pbenning@nd.gov
Using IP Address: 165.234.253.12

Sent: 5/9/2022 7:43:34 AM
Viewed: 5/9/2022 8:09:29 AM
Signed: 5/9/2022 8:09:36 AM

Authentication Details
SMS Auth:
Transaction: 6602A3C0519013049192569A9EDA2B17
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/9/2022 8:09:22 AM
Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Shannon Sauer ssauer@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Jennifer Turnbow jturnbow@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Laureen M. Martin lmartin@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Connie Nelson conelson@nd.gov Transit Agency Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 165.234.252.245	Sent: 5/6/2022 7:50:56 AM Viewed: 5/6/2022 8:25:20 AM Completed: 5/6/2022 8:31:41 AM

Agent Delivery Events	Status	Timestamp
Julie Bommelman jbommelman@cityoffargo.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		Sent: 5/9/2022 8:09:39 AM Viewed: 5/9/2022 8:11:53 AM

Agent Delivery Events	Status	Timestamp
Not Offered via DocuSign		

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Becky Hanson bhanson@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 24.111.91.250	Sent: 5/6/2022 8:31:41 AM Viewed: 5/6/2022 8:43:13 AM
Connie Nelson conelson@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2022 7:50:56 AM

Payment Events	Status	Timestamps

18

REPORT OF ACTION

UTILITY COMMITTEE

Project No. N/A

Type: Drought Status Phase Change
Return to Phase 1 (Normal)

Location: Not Applicable (Applies to All Water Utility Customers)

Date of Hearing: 4/7/2022

Routing	Date
City Commission	5/16/2022
Project File	

Troy Hall, Water Utility Director, presented the attached memo to recommend a change to the declared Drought Phase back to Phase 1 (Normal). Since the drought plan primarily pertains to outdoor water use, Water Utility staff waited over the winter to monitor drought plan indicators, regional precipitation and the Drought Monitor Map prior to recommending a declared Drought Phase change. Obviously, average winter snowfall amounts and recent rain in the region has improved water supply conditions.

MOTION:

On a motion by Ben Dow, seconded by Steve Sprague, the Utility Committee voted to approve changing the declared Drought Status to Phase 1 (Normal).

COMMITTEE:	Present	Yes	No	Unanimous X Proxy
Anthony Gehrig, City Commissioner				
Steve Sprague, Interim Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer	X			

ATTEST:

Troy B. Hall
Water Utility Director

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

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

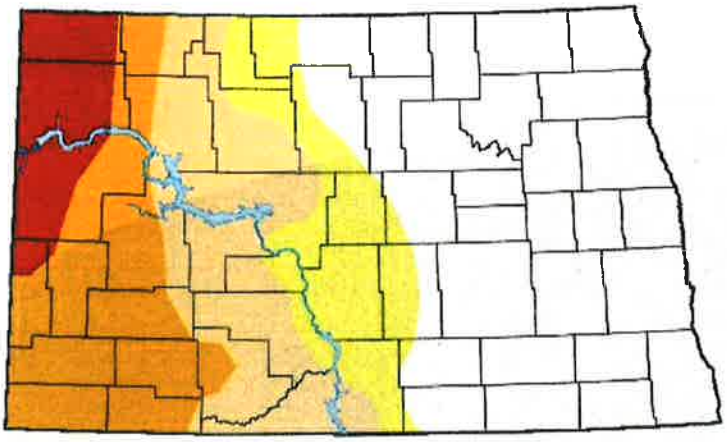
MEMORANDUM
April 4, 2022

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: Drought Phase Change Recommendation – Phase 1 (Normal)

Water Utility staff recommends returning to Phase **1** (Normal) for the declared Drought Phase based on the most recent Drought Monitor Map. The current approved phase by the City Commission is Phase 2 (Advisory). The region was in a drought last summer, but there was a rainy fall in much of the region around Fargo and West Fargo. The current Drought Monitor Map shows the eastern part of North Dakota as normal. We held up on recommending an official change to the drought phase until we better understood the snow totals and stream flows following the winter. One thing to be mindful of regarding Fargo water supply is that the streamflow in the Red River and Sheyenne River are very important. The streamflow is the result of precipitation in areas many miles away from the Fargo and West Fargo. So, it can be wet in Fargo while having low river streamflow.



Intensity

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)
- No Data

Authors

United States and Puerto Rico Author(s):
Deborah Bathke, National Drought Mitigation

Current Drought Monitor Map indicates no drought in the eastern part of North Dakota.

SUGGESTED MOTION:

Change the declared Drought Phase to Phase 1 (Normal).

Your consideration in this matter is greatly appreciated.

THE CITY OF Fargo FAR MORE

(19)

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

May 12, 2022

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

Subject: Advertise Request for Proposals – Granular Activated Carbon Filter Media

Dear Commissioners:

Water Utility staff is seeking approval to advertise a Request for Proposals to procure Granular Activated Carbon (GAC) filter media. The GAC filter media will be used in a filter rehabilitation project in the 1997 Lime Softening Water Treatment Plant (LSWTP). The current anthracite coal filter media is original to the LSWTP (25 years old) and at the end of its useful life. The new GAC media will be a more current design and provide several benefits that anthracite coal does not provide. Water Utility staff has worked with regulators over the past few years to gain approval to change the filter media to GAC.

Due to long lead time for delivery upon order (estimated at about 36 weeks), the GAC media is recommended to be ordered ahead of project bidding. The overall project bid will likely take place this summer. The filter rehabilitation project is in the 20-year Capital Improvement Plan (CIP) and financial model. The project will be funded through a low-interest State Revolving Fund (SRF) loan that has already been approved.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve advertising a Request for Proposals (RFP) to procure Granular Activated Carbon (GAC) for a filter rehabilitation project in the Water Utility.

Request for Proposals
Filter Media
Water Treatment Plant
Fargo, North Dakota

The City of Fargo is soliciting proposals for firm pricing to provide filtration media for the Fargo Lime Softening Water Treatment Plant. All proposals shall be submitted by 2:00pm local time on May 31, 2022. Proposals shall be submitted electronically to Timothy J. Paustian, PE at Tim.Paustian@ApexEngGroup.com . Any questions shall be submitted to the same email address by end of day on May 20, 2022. Answers to all questions will be shared with all proposers.

Proposals shall be in strict conformance with the Filter Media Specification (Section 13226A) on file with the City of Fargo, ND and available by emailing Timothy J. Paustian, PE at the address previously referenced.

In submitting the proposal, supplier shall provide a minimum of two (2) line items on pricing:

1. Pricing for all services (Specification Parts 1 and 2)
2. Pricing for field services (Specification Part 3)

Media suppliers will be evaluated based on the total price, pending review of any exceptions taken to the Specification by the supplier and selection made with the best interests of the City of Fargo in mind. Award will be in conformance with the City's procurement procedures.

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-22-A0 Type: Amendment #3

Location: 32nd Ave. S., 22nd St. – 32nd St. Date of Hearing: 5/9/2022

Routing	Date
City Commission	5/16/2022
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, for Amendment #3 in the amount of $99,892.00 for additional items not included in the original scope of work

Staff is recommending approval of Amendment #3 in the amount of $99,892.00, bringing the total contract amount to $928,024.00.

On a motion by Steve Dirksen, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #3 to Apex.

RECOMMENDED MOTION
Concur with recommendations of PWPEC and approve Amendment #3 in the amount of $99,892.00, bringing the total contract amount to $928,024.00 to Apex.

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

	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	☐	☐	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Vacant, 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: Eric Hodgson, Civil Engineer II

Date: May 3, 2022

Subject: Improvement District No. BR-22-A0 - Amendment No. #3
"32nd Avenue South from 22nd Street to 32nd Street Redesign and Public Outreach"

Background:

The bids from the original bid opening on February 11, 2022 for construction of BR-22-A1 had to be rejected due to the lowest bidder coming in 40% over the Engineer's estimate. A redesign of portions of the plans was performed to address concerns that bidders had, and to get the project ready to be rebid June 10th of this year.

The proposed contract amendment provided by Apex totaling $99,892, is a sufficient amount to cover the redesign cost, additional bidding preparation cost, and planned additional public outreach to convey project updates to the public.

For your review, Apex Engineering has provided the Contract Amendment #3 document outlining the services to be provided and is attached to this memorandum.

Recommended Motion:

Approve Contract Amendment #3 submitted by APEX Engineering in the amount of $99,892, for the redesign, rebidding, and public outreach needed for Improvement District BR-22-A0.

Attachment

Apex Engineering Group
Water | Transportation| Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

Engineering Services Agreement
Amendment #3 – Project No. BR-22-A1

Project: Amendment #3 for Phase II – Design & Plan Preparation
32nd Avenue South Reconstruction – 32nd St S to University Drive
City Project No. BR-22-A1
Apex Project No. 20.103.0063

Client: City of Fargo (Engineering Department)
Attn: Eric Hodgson, PE – Engineering Department

Background / Description of Work:
This amendment includes additional time required by Apex Engineering Group to modify the design, revise the plan set and resubmit the revised plans to the NDDOT. The revisions are necessary so that the plan set can be re-bid on June 10, 2022. The original bids received on February 11, 2022, were rejected as the apparent low bid was significantly higher than the engineers estimate.

The major modifications / changes to the plan set and specifications included the following:

- Modifying the traffic control and work zone phases to close 32nd Ave South in segments.
- Modified plans to eliminate right of way impacts and salvage sidewalks between 25th Street and 27th Street.
- Modifying the Cured in Place Pipe (CIPP) Special Provision and Bypass Pumping Plan (Section 56) to split the Sanitary Sewer by-pass pumping into the new revised work zone phases.
- Adding a Winter Suspension Special Provision and Detail to give the contractor the option to start the project in 2022, with final completion in 2023.

Also, included in the addendum is additional direct costs that will be incurred by Apex Engineering Group for additional public engagement tasks required to update the businesses and public on the revised project schedule and work zone phases (Flint Group).

The additional time to modify the design, revise the plan set, resubmit the revised plans to the NDDOT, and update the businesses and public is represented in the following attachments:

1. Attachment #1 – Scope of Services and Summary of Hours / Fee - $88,660
2. Flint Group Cost Proposal – 32nd Ave South Construction Changes - $11,232

Fee Amendment Request:
Amendment #3: Phase II – Design & Plan Preparation = **$99,892**

Contract Terms & Conditions:
Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above-described Amendment #3 and additional services described here in, including attachments, to be completed under the same Terms & Conditions of the original agreement signed by both parties and approved by the City of Fargo on June 23rd, 2020.

City of Fargo Authorization:

Signature: _____
Dr. Tim Mahoney

Title: Mayor

Date: _____

Consultant:

Signature: _____
Joshua C. Olson

Title: Vice President

Date: May 3, 2022

Amendment Request - #3
Scope of Services and Summary of Hours / Fee
Additional Work in Phase II: Design and Plan Preparation
For
32nd Avenue South Reconstruction – 32nd Street to 22nd Street
City of Fargo Project #BR-22-A1

Apex Engineering Group, Inc.
Client: City of Fargo

PHASE II: DESIGN AND PLAN PREPARATION – SUPPLEMENTAL SERVICES

This scope of services pertains to the supplemental request for additional work on 32nd Ave South from 32nd Street to 22nd Street. The additional services within this request includes the time necessary to modify the design, revise the plan set and resubmit the revised plans to the NDDOT. The revisions are necessary so that the plan set can be rebid on June 10, 2022, because of the original bids received on February 11, 2022, being rejected because of the substantial difference between the apparent low bid and the engineers estimate.

The major modifications / changes to the plan set and specifications included the following:

- Modifying the traffic control and work zone phases to close 32nd Ave South in segments.
- Modified plans to eliminate right of way impacts and salvage sidewalks between 25th Street South and 27th Street South.
- Removed traffic control cross overs for each phase of the original plan set.
- Modifying the Cured in Place Pipe (CIPP) Special Provision to split the Sanitary Sewer by-pass pumping into the new revised work zone phases.
- Adding a Winter Suspension Special Provision to give the contractor the option to start the project in 2022, with final completion in 2023.

8.01 Additional - Final Design / Plan Preparation:

Internal Project Development Meetings and Plan Preparation:

- Internal team meeting and coordination with the rest of the design team during plan production:
  - Senior Engineer: 10 Hrs x $189 = $1,890
  - Lead Engineer: 10 Hrs x $176 = $1,760
  - Design Engineer: 10 Hrs x $152 = $1,520
  - **Subtotal = $5,170**

- Digital signatures, Minor Plan Revisions, and compiling plan sections per NDDOT requirements
  - Senior Engineer: 5 Hrs x $189 = $945
  - Lead Engineer: 2 Hrs x $176 = $352
  - Design Engineer II: 2 Hrs x $164 = $328
  - Design Engineer: 8 Hrs x $152 = $1,216
  - Engineering Technician III: 16 Hrs x $107 = $1,712
  - **Subtotal = $4,553**

Plan Production:

Section 01

- Updated NDDOT specifications date to 2022
- Changed City Project No. to BR-22-A2

Section 02

- Updated sheet numbers for revised sections
- Added Winter Suspension Special Provision

Section 04

- Reprinted with revised reference files

Section 06 (Impacted 10 Sheets)

- Revised project completion notes, incentive language, and traffic control phasing.
- Added project coordination note
- Added warranty language to lighting notes and temporary lighting over winter suspension
    - Senior Engineer: 20 Hrs x $189 = $3,780
    - Design Engineer: 25 Hrs x $152 = $3,800
    - **Subtotal = $7,580**

Section 08 (Impacted 4 Sheets)

- Revised quantities with plan revisions such as median barriers, sidewalk pavement, pavement removals, and temporary winter suspension quantities.
- Update Final Estimate
    - Senior Engineer: 5 Hrs x $189 = $945
    - Design Engineer: 10 Hrs x $152 = $1,520
    - Engineering Technician III: 16 Hrs x $107 = $1,712
    - **Subtotal = $4,177**

Section 10

- Revised temporary median paving table and corresponding notes
- Slight adjustments to permanent seeding acreage due to keeping the existing sidewalk in place between 27th St and 25th St on the south side.
    - Design Engineer: 2 Hrs x $152 = $304
    - **Subtotal = $304**

Section 11

- Revised Salvaged base course summary to match reduced sidewalk removal, median removals for original traffic crossovers, and temporary median paving.
- Adjusted topsoil quantity to match area adjusted for permanent seeding as described above.
    - Design Engineer: 3 Hrs x $152 = $456
    - **Subtotal = $456**

Section 20 (Impacted 2 Sheets)

- Sheet 7 - Adjusted graphic for permanent erosion control inlet bag to match that of approved "Flexstorm" bags per a bid question from the original bid letting.
- Sheet 12 - Added winter suspension detail for transitioning between existing pavement and new between 2022 & 2023. Quantity table added to plan sheet.

- Design Engineer: 4 Hrs x $152 = $608
- Graduate Engineer: 8 Hrs x $124 = $992
- **Subtotal = $1,600**

Section 30 (Impacted 2 Sheets)

- Sheets 2 & 3 – Added additional note to omit proposed sidewalk on the south side of 32nd Ave S between 27th St and 25th St.

Section 40 (Impacted 4 Sheets)

- Sheet 1 – Removed pavement removals for original traffic control median crossover.
- Sheets 2 & 3 – Left existing sidewalk between 27th St and 25th St on the south side of 32nd Ave S aside from existing hydrant and lighting removals.
- Sheet 4 - Removed pavement removals for original traffic control median crossover.
  - Design Engineer: 4 Hrs x $152 = $608
  - Engineering Technician III: 12 Hrs x $107 = $1,284
  - **Subtotal = $1,892**

Section 50 (Impacted 4 Sheets)

- Revised storm structure schedule to include temporary inlet 17D and increased the size/location of Manhole 17 for temporary winter suspension drainage.
- Revised sanitary sewer schedule for revised location of cut-in sanitary sewer manhole for sanitary sewer bypass purposes. Original manhole between 32nd St and Essentia Hospital was moved to just west of 25th St.
  - Lead Engineer: 4 Hrs x $176 = $704
  - Design Engineer II: 4 Hrs x $164 = $656
  - Senior Engineering Technician: 2 Hrs x $134 = $268
  - **Subtotal = $1,628**

Section 55 (Impacted 3 Sheets)

- Sheet 6 – Revised Location of SAN-1 to where SAN-2 is placed just west of 25th St.
- Sheet 8 – Added Temporary inlet 17D, increased manhole size of ST 17 for temporary winter suspension drainage. Increased pipe repair length across 25th St for phasing purposes.
  - Lead Engineer: 8 Hrs x $176 = $1,408
  - Design Engineer II: 6 Hrs x $164 = $984
  - Senior Engineering Technician: 16 Hrs x $134 = $2,144
  - **Subtotal = $4,536**

Section 56 (Impacted 4 Sheets)

- Revised bypass pumping plan with revised traffic control phasing plans. Added commercial grade hot mix asphalt quantity to all blisters over bypass pipe.
  - Design Engineer: 8 Hrs x $152 = $1,216
  - Graduate Engineer: 50 Hrs x $124 = $6,200
  - **Subtotal = $7,416**

Section 60 (Impacted 4 Sheets)

- Sheet 1 – Removed curb & gutter and pigmented imprinted concrete for original traffic control crossover.

- Sheet 4 & 5 – Removed proposed sidewalk between 27th St and 25th St on the south side of 32nd Ave S aside from hydrant removal and light removal locations.
- Sheet 6 – Increased commercial grade asphalt quantity due to traffic control changes and not paving all existing medians. This pavement is needed to transition between future phases of 32nd Ave S.
    - Design Engineer II: 16 Hrs x $164 = $2,624
    - Design Engineer: 12 Hrs x $152 = $1,824
    - **Subtotal = $4,448**

Section 77 (Impacted 1 Sheet)

- Sheet 2 - Revised seeding hatch and removed fiber roll where sidewalk is to remain between 27th St and 25th St on the south side of 32nd Ave S.

Section 80 (Impacted 2 Sheets)

- Sheet 3 – Revised ADA ramp, SE 27th St, to transition between new sidewalk alignment and the existing.
- Sheet 4 - Revised ADA ramp, SW 25th St, to transition between new sidewalk alignment and the existing.
    - Graduate Engineer: 2 Hrs x $124 = $248
    - **Subtotal = $248**

Section 85 (Impacted 1 Sheet)

- Sheet 4 – Removed previous tree removals needed for original traffic control crossover.
    - Engineering Technician III: 4 Hrs x $107 = $428
    - **Subtotal = $428**

Section 90 (Impacted 2 Sheets)

- Revised jointing to align with traffic signal loops and pavement marking per previous bid letting questions.
- Added note for dowel bar and tie bar flexibility of paving operations at 25th St.
    - Design Engineer II: 10 Hrs x $164 = $1,640
    - **Subtotal = $1,640**

Section 100 (Impacted 45 Sheets)

- Revised entire section from original submittal
- Phase 1-4 phasing scope sheet
- Phase 1-4 detour layout with corresponding signs and devices
- Phase 1-4 detailed lane transition sheets and work zone closures with corresponding signs and devices.
- Phase 1-4 detailed median paving and temporary pavement marking sheets
- Phase 1-4 special traffic control signing sheets.
    - Senior Engineer: 8 Hrs x $189 = $1,512
    - Design Engineer: 20 Hrs x $152 = $3,040
    - Project Engineer: 80 Hrs x $132 = $10,560
    - Senior Engineering Technician: 100 Hrs x $134 = $13,400
    - **Subtotal = $28,512**

Section 110 (Impacted 1 Sheet)

- Sheet 7 – Revised school speed limit sign location to align with Section 150 School Zone Flasher.

Section 120 (Impacted 1 Sheet)

- Sheet 7 – Increased amount of permanent pavement marking due to revised traffic control detours and lane transitioning.
- Revised obliteration quantity so it did not overlap with that already quantified for Section 100 phasing transitions.
    - Design Engineer: 6 Hrs x $152 = $912
    - **Subtotal = $912**

Section 150 (Impacted 2 Sheets)

- Removed interim signals at 32nd St.
- Sheet 19 – Revised notes for interim signal at 25th St to be maintained by the contractor through winter suspension if work starts in 2022.
    - Lead Engineer: 16 Hrs x $176 = $2,816
    - **Subtotal = $2,816**

Section 200 (Impacted 8 Sheets)

- Sheets 19-26 – Revised cross sections to remove proposed sidewalk in original submittal from 27th St to 25th St on the south side of 32nd Ave S.
    - Design Engineer: 12 Hrs x $152 = $1,824
    - **Subtotal = $1,824**

Special Provisions:

SP 441 (20) Utility Coordination (Impacted 6 Sheets)

- Reprinted conflict sheets with revised Design and Utility reference drawings.

SP 445(20) Cured in Place Pipe (CIPP) Sanitary Sewer (Impacted 7 Sheets)

- Revised bypass site naming and phasing.
- Updated language of manhole rehabilitation requirements.
    - Senior Engineer: 4 Hrs x $189 = $756
    - Graduate Engineer: 32 Hrs x $124 = $3,968
    - **Subtotal = $4,724**

SP 594(20) Winter Suspension (Additional 2 Sheets)

- Winter Suspension special provision created if work begins in 2022 laying out requirements needing to be met to consider the project to be in winter suspension.
    - Senior Engineer: 4 Hrs x $189 = $756
    - Design Engineer: 20 Hrs x $152 = $3,040
    - **Subtotal = $3,796**

Summary:

- 100 Plans Sheets revised / modified
- 1 Special Provision re-written and 1 Special Provision created

Total for Supplemental #3 = $88,660

Flint Group Cost Proposal

Type: Phase I Public Engagement Plan & Implementation – 32nd Avenue South, Fargo Construction Changes

This proposal is based on hourly rates and excludes direct costs. Time costs not to exceed lump sum ($11,372) NO TRAVEL TIME IS BILLED. DIRECT COSTS EXCLUDED IN PROPOSAL. DIRECT COSTS INCLUDE ALL COSTS INCURRED FOR PLAN EXECUTION OUTSIDE OF PROJECT WORK TIME. PHASE II AND A LA CARTE WORK NOT INCLUDED IN TOTAL TIME COSTS.

PROJECT WORK	SLATED BUDGET
Account Management ... Planning meetings ... City Commission meeting	12 hours, $1,560 ... Account/Project Management o 12 hours @ $130 = $1,560
Public Relations/Social Media/Research Services ... Develop Public Participation Plan with communication messages, goals and strategies ... Draft/distribute media releases and advisories ... Facilitate media interviews ... Organizational collaboration ... Post/share social media content (video + photos) ... Post media clips/social report (**ADDED VALUE**)	38 hours, $6,886 ... PR + Social Media Strategy o 26 Hours @ $165 = $4,290 ... PR Implementation o 14 Hours @ $137 = $1,918 ... Social Media Implementation o 3 Hours @ $126 = $378 ... Research Strategy o 2 Hours @ $150 = $300 **DIRECT COSTS: NOT INCLUDED**
Virtual Engagement Event (1) ... Setup, logistics and staffing for virtual event	10 hours, $1,370 ... PR and event Implementation o 10 Hours @ $137 = $1,370
Media Services ... Media planning and buying (geo-fencing) ... Reporting (**ADDED VALUE**)	4 hours, $564 ... Media buying o 3 hours @ $138 = $414 ... Media Planning o 1 hour @ $150 = $150 **DIRECT COSTS: NOT INCLUDED**
Creative services ... Develop study branding/graphics ... Design signage, flyers and/or handouts ... Printing coordination (**ADDED VALUE**)	6 hours, $852 ... Graphic Design + Art Production o 6 Hours @ $142 = $852 **DIRECT COSTS: NOT INCLUDED**

TOTAL	**$11,232 (Time)** *Direct costs not included in pricing, to be billed in addition to billed time.* **ADDED VALUE – 10 Hours + Travel (not billed)= $1,650**

2021 RATES	($)				
Account Management	137	Media Planning	150	SEM Strategy	158
Art Direction/Graphic Design	142	Media Buying	138	Social Media Implementation	126
Art Production	127	Media Administration	110	Social Media Strategy	150
Automated Marketing Execution	126	PR Implementation	137	Strategic Planning	160
Concept	150	PR Strategy	165	User Experience	165
Copywriting	142	Production Management	110	Web Development	149
Crisis Management Strategy	184	Project Management	130	Research Logistics	150
Discovery	**FREE**	Proofing	115	Photography	132
List Management	105	SEM Implementation	126	Travel	75

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

23

May 3, 2022

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

Re: Temporary Road Access Easement
Improvement District #PR-22-G1

Dear Commissioners:

Accompanying for City Commission review and approval is a temporary road access easement from SV Investments, LLC & West Willowwood Apartments Fargo, LLC in association with Improvement District #PR-22-G1.

RECOMMENDED MOTION:
Approve temporary road access easement from SV Investments, LLC & West Willowwood Apartments Fargo, LLC.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy Morris

TEMPORARY ROAD ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that SV Investments, LLC, a North Dakota limited liability company, and West Willowwood Apartments Fargo, LLC, a North Dakota limited liability company, hereinafter referred to as "Grantor", whether one or more, 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 Road Access Easement for Grantor's use to access the adjacent properties during the construction of the project, as evidenced in Exhibit A attached hereto. More specifically, Grantee shall install a temporary gravel road to maintain access for the Grantor properties located at 4161, 4001, 4011, 4021, 4033, 4041 18th Ave S (Lots 4, 5, 6 & 7, Block 1 of Dakota View Estates), consisting of a hard surface approximately 75' x 22' x 8'.

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.

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 agrees it shall be responsible for daily maintenance of the temporary easement area, including snow removal, sweeping, and such other maintenance as may be required from time to time. Grantee further agrees to restore the easement area to its prior condition, required as a result of Grantor's use thereof.

This temporary road access easement shall terminate on or before June 30, 2022, unless otherwise extended by agreement of the parties hereto.

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 2nd day of May, 2022.

GRANTOR:

SV Investments, LLC, a North Dakota limited liability company

By: _____

Its: President

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

On this 2nd day of May, 2022, before me, a notary public in and for said county and state, personally appeared Brendan Mulder, to me known to be the President of SV Investments, LLC, a North Dakota limited liability company, described in and who has executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2024

(SEAL)

_____
Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed this 2nd day of May, 2022.

GRANTOR:

West Willowwood Apartments Fargo, LLC, a North Dakota limited liability company,

By: _____

Its: President

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

On this 2nd day of May, 2022, before me, a notary public in and for said county and state, personally appeared Mark Buchholz, to me known to be the President of West Willowwood Apartments Fargo, LLC, a North Dakota limited liability company,, described in and who has executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2024

(SEAL)

_____
Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this _____ day of _____, 2022.

City of Fargo, a North Dakota Municipal Corporation

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

ATTEST

_____
Steve Sprague, City Auditor

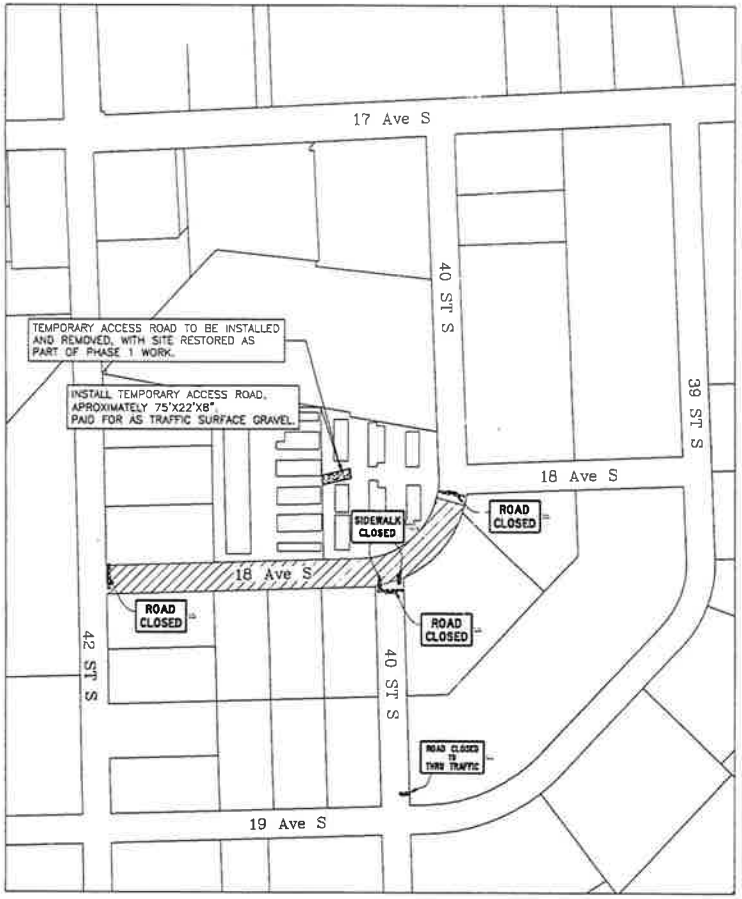
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

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

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit "A"



PHASE 1-Sidewalk & Road Closure Plan

PHASE 2-Sidewalk & Road Closure Plan

N.T.S.

WORK ZONE

TYPE 3 BARRICADE

NOTES:

1. THIS TRAFFIC CONTROL LAYOUT IS TO BE IMPLEMENTED WHILE DIRECTING THE TRAVELING PUBLIC AROUND WORK ZONES THROUGH EACH OF THE PHASES OF THE PROJECT. QUANTITIES MAY VARY TO COMPLY WITH M.U.T.C.D. COST FOR ADDITIONAL DEVICES AND MAINTENANCE ARE TO BE INCLUDED IN PRICE BID FOR TRAFFIC CONTROL.
2. SHOULD THE CONTRACTOR ELECT TO USE AN ALTERNATE PHASING PLAN, HE SHALL SUBMIT A DETAILED TRAFFIC CONTROL LAYOUT FOR THE ENTIRE PROJECT FOR REVIEW PRIOR TO THE START OF ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH TRAFFIC CONTROL CHANGES FOR THE REVISED PHASING PLAN IF APPROVED BY THE ENGINEER. ALSO ALLOWING SUCH CHANGES WILL NOT ADD TIME TO THE CONTRACT.
3. THE CONTRACTOR SHALL INCORPORATE THE USE OF FLAGGERS WHENEVER NECESSARY TO KEEP TRAFFIC MOVING SAFELY AND FREELY. THE COST OF WHICH SHALL BE INCLUDED IN PRICE BID FOR TRAFFIC CONTROL.
4. THE CONTRACTOR WILL BE RESPONSIBLE FOR BANNING PARKING ON A PORTION OF THE ADJACENT STREETS, MAINTAINING A MINIMUM OF 20 FEET OF DRIVING WIDTH. COST TO BE INCLUDED IN PRICE BID FOR TRAFFIC CONTROL.
5. THE CONTRACTOR SHALL NOT STORE EQUIPMENT/MATERIALS OUTSIDE OF THE WORK ZONE LIMITS FOR THE CURRENT PHASE IN ORDER TO PROVIDE AMPLE ON-STREET PARKING FOR AFFECTED PROPERTIES.

REVISIONS

SEAL

REGISTERED PROFESSIONAL ENGINEER
PE-5328
DATE: 1-19-22
NORTH DAKOTA

Traffic Control

Asphalt Paving Rehab/Reconstruction

Improvement District PR-22-01

DESIGN BY: ADE | CHECKED BY: TAH

DRAWN BY: ADE | ORIG DATE: JANUARY 2022

THE CITY OF Fargo

SECTION NO.	SHEET NO.
100	1

01/21/22 07:56:33AM T:\Engineering\Projects\Current_PR\PR-22-01 Rehab 18 Ave & 40 St\Plans&Specs\PR-20-F1_Layouts.dwg

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

24W

May 11, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-22-L1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 11, 2022, for New Paving and Utility Construction, Improvement District No. BN-22-L1, located at 14 ½ Street North (NP Avenue to 1st Avenue North), Northern Pacific Avenue North (14th Street to 14 ½ Street North)

The bids were as follows:

Master Construction	$1,249,304.50
Dakota Underground Company	$1,399,080.95
Engineer's Estimate	$1,000,787.75

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction in the amount of $1,249,304.50 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 # BN-22-L1

New Paving and Utility Construction

14 1/2 St N (NP Ave to 1st Ave N). Northern Pacific Ave N (14 St N to 14 1/2 St 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:

New Paving and Utility Construction Improvement District # BN-22-L1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer					
1	Remove Manhole	EA	2.00	$ 750.00	$ 1,500.00
2	Remove Pipe All Sizes All Types	LF	656.00	$ 7.00	$ 4,592.00
3	Eliminate Sewer Service	EA	4.00	$ 1,710.00	$ 6,840.00
4	Connect Pipe to Exist Pipe	EA	1.00	$ 500.00	$ 500.00
5	Connect Sewer Service	EA	6.00	$ 910.00	$ 5,460.00
6	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	$ 10.00	$ 1,000.00
7	F&I Manhole 4' Dia Reinf Conc	EA	1.00	$ 8,500.00	$ 8,500.00
8	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	$ 13,300.00	$ 13,300.00
9	F&I Pipe SDR 26 - 6" Dia PVC	LF	120.00	$ 70.00	$ 8,400.00
10	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	96.00	$ 90.00	$ 8,640.00
11	F&I Pipe SDR 26 - 8" Dia PVC	LF	23.00	$ 80.00	$ 1,840.00
12	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	30.00	$ 100.00	$ 3,000.00
13	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	385.00	$ 140.00	$ 53,900.00
14	Plug Pipe 4" Dia	EA	1.00	$ 100.00	$ 100.00
15	Plug Pipe 6" Dia	EA	2.00	$ 225.00	$ 450.00
				Sanitary Sewer Total	$ 118,022.00
Water Main					
16	Remove Pipe All Sizes All Types	LF	58.00	$ 10.00	$ 580.00
17	Remove Pipe Asbestos Cement	LF	10.00	$ 50.00	$ 500.00
18	Repair Fence	LF	40.00	$ 20.00	$ 800.00
19	Eliminate Water Service	EA	2.00	$ 1,100.00	$ 2,200.00
20	F&I Fittings C153 Ductile Iron	LB	2328.00	$ 11.00	$ 25,608.00
21	F&I Hydrant	EA	3.00	$ 6,500.00	$ 19,500.00
22	F&I Gate Valve 6" Dia	EA	2.00	$ 1,750.00	$ 3,500.00
23	F&I Gate Valve 14" Dia	EA	1.00	$ 15,000.00	$ 15,000.00
24	F&I Tapping Sleeve & Valve 14"x6"	EA	2.00	$ 7,100.00	$ 14,200.00
25	F&I Hydrant Ext. 6" High	EA	1.00	$ 1,000.00	$ 1,000.00
26	F&I Hydrant Ext. 12" High	EA	1.00	$ 1,100.00	$ 1,100.00
27	Rem & Repl CS & Box 1.5" Dia	EA	3.00	$ 1,100.00	$ 3,300.00
28	F&I Casting Water Service	EA	3.00	$ 250.00	$ 750.00
29	Connect Water Service	EA	3.00	$ 950.00	$ 2,850.00
30	F&I Pipe w/GB 1.5" Dia Water Service	LF	121.00	$ 39.00	$ 4,719.00
31	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	5.00	$ 80.00	$ 400.00
32	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	100.00	$ 92.00	$ 9,200.00

33	F&I Pipe w/GB C900 DR 18 - 14" Dia PVC	LF	70.00	$	220.00	$	15,400.00
					Water Main Total	$	120,607.00
Storm Sewer							
34	Remove Manhole	EA	1.00	$	500.00	$	500.00
35	Remove Inlet	EA	5.00	$	100.00	$	500.00
36	Remove Pipe All Sizes All Types	LF	50.00	$	10.00	$	500.00
37	Plug Pipe 4" thru 12" Dia	EA	2.00	$	375.00	$	750.00
38	Connect Pipe to Exist Pipe	EA	3.00	$	410.00	$	1,230.00
39	Connect Pipe to Exist Structure	EA	1.00	$	1,200.00	$	1,200.00
40	F&I Manhole 4' Dia Reinf Conc	EA	4.00	$	3,900.00	$	15,600.00
41	F&I Inlet - Single Box (SBI) Reinf Conc	EA	7.00	$	3,250.00	$	22,750.00
42	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	$	1,910.00	$	1,910.00
43	F&I Pipe w/GB 12" Dia Reinf Conc	LF	53.00	$	86.00	$	4,558.00
44	F&I Pipe w/GB 15" Dia Reinf Conc	LF	147.00	$	94.50	$	13,891.50
45	F&I Pipe w/GB 18" Dia Reinf Conc	LF	454.00	$	101.00	$	45,854.00
46	F&I Controlled Density Fill	CY	10.00	$	500.00	$	5,000.00
					Storm Sewer Total	$	114,243.50
Paving							
47	Temp Fence - Safety	LS	1.00	$	15,000.00	$	15,000.00
48	Rem & Repl Pavement 10.5" Thick Reinf Conc	SY	125.00	$	175.00	$	21,875.00
49	Remove Pavement All Thicknesses All Types	SY	300.00	$	21.00	$	6,300.00
50	Remove Curb & Gutter	LF	175.00	$	5.00	$	875.00
51	Remove Sidewalk All Thicknesses All Types	SY	35.00	$	5.00	$	175.00
52	Remove Driveway All Thicknesses All Types	SY	105.00	$	5.00	$	525.00
53	Remove Landscaping	LS	1.00	$	1,000.00	$	1,000.00
54	Remove Sign Assembly	EA	1.00	$	10.00	$	10.00
55	Excavation	CY	853.00	$	3.25	$	2,772.25
56	Subcut	CY	853.00	$	3.25	$	2,772.25
57	Subgrade Preparation	SY	2560.00	$	3.00	$	7,680.00
58	Boulevard Grading	SY	470.00	$	3.00	$	1,410.00
59	F&I Woven Geotextile	SY	2560.00	$	2.00	$	5,120.00
60	F&I Class 5 Agg - 12" Thick	SY	2560.00	$	14.50	$	37,120.00
61	F&I Pavement 9" Thick Doweled Conc	SY	2175.00	$	135.00	$	293,625.00
62	F&I Edge Drain 4" Dia PVC	LF	1035.00	$	11.00	$	11,385.00
63	F&I Curb & Gutter Standard (Type II)	LF	1035.00	$	27.00	$	27,945.00
64	F&I Sidewalk 4" Thick Reinf Conc	SY	565.00	$	75.00	$	42,375.00
65	F&I Sidewalk 6" Thick Reinf Conc	SY	15.00	$	90.00	$	1,350.00
66	F&I Driveway 7" Thick Reinf Conc	SY	290.00	$	92.00	$	26,680.00
67	F&I Det Warn Panels Cast Iron	SF	54.00	$	55.00	$	2,970.00
68	Seeding Type C	SY	470.00	$	3.00	$	1,410.00
69	Weed Control Type B	SY	470.00	$	1.00	$	470.00
70	Mulching Type 1 Hydro	SY	470.00	$	3.00	$	1,410.00
71	Casting to Grade - Blvd	EA	1.00	$	300.00	$	300.00
72	Casting to Grade - w/Conc	EA	13.00	$	400.00	$	5,200.00
73	GV Box to Grade - Blvd	EA	2.00	$	100.00	$	200.00
74	GV Box to Grade - w/Conc	EA	3.00	$	400.00	$	1,200.00
75	Stormwater Management	LS	1.00	$	5,000.00	$	5,000.00

76	Traffic Control - Type 1	LS	1.00	$	25,000.00	$	25,000.00
					Paving Total	$	549,154.50
NP Ave Paving							
77	F&I Fittings C153 Ductile Iron	LB	1103.00	$	15.00	$	16,545.00
78	F&I Hydrant	EA	1.00	$	7,500.00	$	7,500.00
79	F&I Gate Valve 6" Dia	EA	1.00	$	1,700.00	$	1,700.00
80	F&I Gate Valve 8" Dia	EA	1.00	$	2,250.00	$	2,250.00
81	F&I Gate Valve 14" Dia	EA	1.00	$	15,000.00	$	15,000.00
82	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	10.00	$	90.00	$	900.00
83	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	86.00	$	110.00	$	9,460.00
84	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	330.00	$	205.00	$	67,650.00
85	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	15.00	$	250.00	$	3,750.00
86	Remove Pavement All Thicknesses All Types	SY	375.00	$	21.00	$	7,875.00
87	Remove Curb & Gutter	LF	85.00	$	5.00	$	425.00
88	Remove Sidewalk All Thicknesses All Types	SY	35.00	$	5.00	$	175.00
89	Remove Driveway All Thicknesses All Types	SY	100.00	$	5.00	$	500.00
90	Boulevard Grading	SY	1370.00	$	3.00	$	4,110.00
91	Excavation	CY	455.00	$	4.00	$	1,820.00
92	Subcut	CY	455.00	$	4.00	$	1,820.00
93	Subgrade Preparation	SY	1370.00	$	3.00	$	4,110.00
94	F&I Woven Geotextile	SY	1370.00	$	2.00	$	2,740.00
95	F&I Edge Drain 4" Dia PVC	LF	770.00	$	12.00	$	9,240.00
96	F&I Curb & Gutter Standard (Type II)	LF	770.00	$	27.00	$	20,790.00
97	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	550.00	$	100.00	$	55,000.00
98	F&I Sidewalk 4" Thick Reinf Conc	SY	135.00	$	82.00	$	11,070.00
99	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	$	100.00	$	1,000.00
100	F&I Det Warn Panels Cast Iron	SF	8.00	$	59.00	$	472.00
101	Casting to Grade - w/Conc	EA	2.00	$	750.00	$	1,500.00
102	GV Box to Grade - Blvd	EA	2.00	$	100.00	$	200.00
103	GV Box to Grade - w/Conc	EA	1.00	$	400.00	$	400.00
104	Seeding Type C	SY	1365.00	$	2.00	$	2,730.00
105	Weed Control Type B	SY	1365.00	$	0.20	$	273.00
106	Mulching Type 1 Hydro	SY	1365.00	$	2.00	$	2,730.00
107	Relocate Street Light	EA	1.00	$	600.00	$	600.00
108	F&I Base 6' Deep Reinf Conc	EA	3.00	$	1,100.00	$	3,300.00
109	Remove Base	EA	1.00	$	1,100.00	$	1,100.00
110	F&I Conductor #6 USE Cu	LF	900.00	$	3.00	$	2,700.00
111	F&I Innerduct 1.5" Dia	LF	300.00	$	11.00	$	3,300.00
112	F&I Luminaire Type A	EA	2.00	$	100.00	$	200.00
113	F&I Light Standard Type A	EA	2.00	$	6,500.00	$	13,000.00
114	F&I Class 5 Agg - 8" Thick	SY	1370.00	$	10.50	$	14,385.00
					NP Ave Paving Total	$	292,320.00
Pavement Marking							
115	F&I Grooved Plastic Film 24" Wide	LF	54.00	$	60.00	$	3,240.00
116	F&I Grooved Contrast Film 7" Wide	LF	690.00	$	18.00	$	12,420.00
117	F&I Grooved Thermoplastic Pavement Marking Message	SF	140.00	$	35.00	$	4,900.00
					Pavement Marking Total	$	20,560.00

Signing							
118	F&I Sign Assembly	EA	3.00	$	130.00	$	390.00
119	F&I Sign Assembly & Anchor	EA	8.00	$	135.00	$	1,080.00
120	F&I Diamond Grade Cubed	SF	34.30	$	25.00	$	857.50
121	F&I High Intensity Prismatic	SF	12.50	$	20.00	$	250.00
					Signing Total	$	2,577.50
Street Lights							
122	F&I Base 6' Deep Reinf Conc	EA	3.00	$	1,200.00	$	3,600.00
123	F&I Conductor #6 USE Cu	LF	1170.00	$	3.00	$	3,510.00
124	F&I Innerduct 1.5" Dia	LF	390.00	$	9.00	$	3,510.00
125	F&I Pull Box	EA	1.00	$	1,700.00	$	1,700.00
126	F&I Light Standard Type A	EA	3.00	$	6,500.00	$	19,500.00
					Street Lights Total	$	31,820.00
					Total Construction in $	**$**	**1,249,304.50**

Engineering	10.00%	$	124,930.45
Legal & Misc	3.00%	$	37,479.14
Contingency	5.00%	$	62,465.23
Administration	4.00%	$	49,972.18
Interest	4.00%	$	49,972.18
Total Estimated Costs		**$**	**1,574,123.67**
Special Assessments		$	876,198.28
Other - TIF		$	275,000.00
Utility Funds - Water - 501		$	245,288.02
Utility Funds - Stormwater - 524		$	71,973.41
Utility Funds - Wastewater - 521		$	105,663.97
Unfunded Costs		**$**	**-**

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

Date: 5/11/2022

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/11/22
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

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May 11, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PN-22-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 11, 2022, for Asphalt Wear Course, Improvement District No. PN-22-A1, located at Section 1 – West side of Deer Creek, Section 2 – Maple Valley, Section 3 – 50th Avenue South & 51st Avenue South, Section 4 – 46th Street South & 49th Avenue South, Section 5 – 34th Avenue South, 36th Avenue South & 39th Street South, Section 6 – 25th Street South from 32nd Avenue South to Rose Coulee Bridge.

The bids were as follows:

Border States Paving, Inc.	$2,380,780.30
Northern Improvement Company	$2,439,736.25
FM Asphalt, LLC	$2,559,492.00
Central Specialties Incorporated	$2,639,646.90
Engineer's Estimate	$2,077,475.40

The special assessment escrow is not required.

This office recommends award of the contract to Border States Paving, Inc. in the amount of $2,380,780.30 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-22-A1

Asphalt Wear Course

Various Locations Throughout the City

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-22-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Section 1					
1	Repair Inlet	EA	3.00	$ 473.00	$ 1,419.00
2	Adjust Curb & Gutter - Mud/Sand Jack	LF	1000.00	$ 15.80	$ 15,800.00
3	Rem & Repl Curb & Gutter	LF	1500.00	$ 66.20	$ 99,300.00
4	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	$ 88.30	$ 883.00
5	Remove Sidewalk All Thicknesses All Types	SY	10.00	$ 48.40	$ 484.00
6	Adjust Driveway - Mud/Sand Jack	SF	1000.00	$ 4.20	$ 4,200.00
7	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100.00	$ 120.00	$ 12,000.00
8	F&I Det Warn Panels Cast Iron	SF	8.00	$ 52.60	$ 420.80
9	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4540.00	$ 86.00	$ 390,440.00
10	Casting to Grade - no Conc	EA	41.00	$ 247.00	$ 10,127.00
11	GV Box to Grade - no Conc	EA	26.00	$ 241.00	$ 6,266.00
12	Mill / Grind Asphalt Pvmt Along Curb	LF	21858.00	$ 3.50	$ 76,503.00
13	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	200.00	$ 5.00	$ 1,000.00
14	Sodding	SY	200.00	$ 52.60	$ 10,520.00
15	Traffic Control - Minor	LS	1.00	$ 662.00	$ 662.00
				Section 1 Total	$ 630,024.80
Section 2					
16	Repair Inlet	EA	3.00	$ 473.00	$ 1,419.00
17	Adjust Curb & Gutter - Mud/Sand Jack	LF	1000.00	$ 15.80	$ 15,800.00
18	Rem & Repl Curb & Gutter	LF	1000.00	$ 66.50	$ 66,500.00
19	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	$ 88.30	$ 883.00
20	Remove Sidewalk All Thicknesses All Types	SY	10.00	$ 48.40	$ 484.00
21	Adjust Driveway - Mud/Sand Jack	SF	500.00	$ 4.20	$ 2,100.00
22	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	$ 121.00	$ 6,050.00
23	F&I Det Warn Panels Cast Iron	SF	8.00	$ 52.60	$ 420.80
24	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2500.00	$ 86.00	$ 215,000.00
25	Casting to Grade - no Conc	EA	23.00	$ 247.00	$ 5,681.00
26	GV Box to Grade - no Conc	EA	8.00	$ 241.00	$ 1,928.00
27	Mill / Grind Asphalt Pvmt Along Curb	LF	9755.00	$ 4.00	$ 39,020.00
28	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	1300.00	$ 5.00	$ 6,500.00
29	Sodding	SY	200.00	$ 52.60	$ 10,520.00
30	Traffic Control - Minor	LS	1.00	$ 662.00	$ 662.00
				Section 2 Total	$ 372,967.80
Section 3					

31	Repair Inlet	EA	2.00	$	473.00	$	946.00
32	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	$	15.80	$	7,900.00
33	Rem & Repl Curb & Gutter	LF	500.00	$	66.50	$	33,250.00
34	Adjust Driveway - Mud/Sand Jack	SF	500.00	$	4.20	$	2,100.00
35	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	$	121.00	$	6,050.00
36	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1050.00	$	86.00	$	90,300.00
37	Casting to Grade - no Conc	EA	10.00	$	247.00	$	2,470.00
38	GV Box to Grade - no Conc	EA	2.00	$	241.00	$	482.00
39	Mill / Grind Asphalt Pvmt Along Curb	LF	4083.00	$	4.00	$	16,332.00
40	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	300.00	$	5.00	$	1,500.00
41	Sodding	SY	100.00	$	52.60	$	5,260.00
42	Traffic Control - Minor	LS	1.00	$	331.00	$	331.00
					Section 3 Total	$	166,921.00
Section 4							
43	Repair Inlet	EA	2.00	$	473.00	$	946.00
44	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	$	15.80	$	7,900.00
45	Rem & Repl Curb & Gutter	LF	500.00	$	66.50	$	33,250.00
46	Adjust Driveway - Mud/Sand Jack	SF	500.00	$	4.20	$	2,100.00
47	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	$	121.00	$	6,050.00
48	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1350.00	$	86.00	$	116,100.00
49	Casting to Grade - no Conc	EA	6.00	$	247.00	$	1,482.00
50	GV Box to Grade - no Conc	EA	1.00	$	241.00	$	241.00
51	Mill / Grind Asphalt Pvmt Along Curb	LF	5928.00	$	4.00	$	23,712.00
52	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	300.00	$	5.00	$	1,500.00
53	Sodding	SY	100.00	$	52.60	$	5,260.00
54	Traffic Control - Minor	LS	1.00	$	331.00	$	331.00
					Section 4 Total	$	198,872.00
Section 5							
55	Repair Inlet	EA	2.00	$	473.00	$	946.00
56	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	$	15.80	$	7,900.00
57	Rem & Repl Curb & Gutter	LF	500.00	$	66.50	$	33,250.00
58	F&I Sidewalk 4" Thick Reinf Conc	SY	363.00	$	87.20	$	31,653.60
59	F&I Sidewalk 6" Thick Reinf Conc	SY	33.00	$	94.60	$	3,121.80
60	Remove Sidewalk All Thicknesses All Types	SY	10.00	$	48.40	$	484.00
61	Adjust Driveway - Mud/Sand Jack	SF	500.00	$	4.20	$	2,100.00
62	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	$	121.00	$	6,050.00
63	F&I Det Warn Panels Cast Iron	SF	59.00	$	52.60	$	3,103.40
64	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1650.00	$	86.00	$	141,900.00
65	Casting to Grade - no Conc	EA	6.00	$	247.00	$	1,482.00
66	GV Box to Grade - no Conc	EA	1.00	$	241.00	$	241.00
67	Mill / Grind Asphalt Pvmt Along Curb	LF	5206.00	$	4.00	$	20,824.00
68	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	400.00	$	5.00	$	2,000.00
69	Sodding	SY	100.00	$	52.60	$	5,260.00
70	Paint Epoxy Line 4" Wide	LF	776.00	$	3.05	$	2,366.80
71	Paint Epoxy Message	SF	32.00	$	21.00	$	672.00
72	Traffic Control - Type 1	LS	1.00	$	883.00	$	883.00
					Section 5 Total	$	264,237.60

Section 6

73	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	$	15.80	$	7,900.00
74	Rem & Repl Curb & Gutter	LF	250.00	$	66.50	$	16,625.00
75	F&I Valley Gutter Reinf Conc	SY	20.00	$	109.00	$	2,180.00
76	Remove Valley Gutter Reinf Conc	SY	20.00	$	25.20	$	504.00
77	F&I Sidewalk 6" Thick Reinf Conc	SY	52.00	$	94.60	$	4,919.20
78	Remove Sidewalk All Thicknesses All Types	SY	52.00	$	23.10	$	1,201.20
79	F&I Det Warn Panels Cast Iron	SF	102.00	$	52.60	$	5,365.20
80	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	5500.00	$	86.00	$	473,000.00
81	Casting to Grade - no Conc	EA	25.00	$	247.00	$	6,175.00
82	GV Box to Grade - no Conc	EA	15.00	$	94.50	$	1,417.50
83	Mill / Grind Asphalt Pvmt Along Curb	LF	15645.00	$	4.00	$	62,580.00
84	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	800.00	$	5.00	$	4,000.00
85	Sodding	SY	100.00	$	52.60	$	5,260.00
86	Paint Epoxy Line 4" Wide	LF	17384.00	$	3.05	$	53,021.20
87	Paint Epoxy Line 8" Wide	LF	778.00	$	6.10	$	4,745.80
88	Paint Epoxy Line 16" Wide	LF	160.00	$	16.80	$	2,688.00
89	Paint Epoxy Line 24" Wide	LF	700.00	$	24.20	$	16,940.00
90	Paint Epoxy Message	SF	595.00	$	21.00	$	12,495.00
91	Traffic Control - Type 1	LS	1.00	$	15,500.00	$	15,500.00
92	F&I Detection Preformed Loop	EA	28.00	$	1,830.00	$	51,240.00
					Section 6 Total	$	747,757.10
					Total Construction in $	**$**	**2,380,780.30**

Engineering	10.00%	$	238,078.03
Legal & Misc	3.00%	$	71,423.41
Contingency	5.00%	$	119,039.02
Administration	4.00%	$	95,231.21
Interest	4.00%	$	95,231.21
	Total Estimated Costs	**$**	**2,999,783.18**
Sales Tax Funds - Infrastructure - 420		$	471,086.97
	Special Assessments	$	2,528,696.21
	Unfunded Costs	**$**	**-**

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

Date: 5/11/2022

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/11/22
NORTH DAKOTA