

FARGO CITY COMMISSION AGENDA
Monday, November 25, 2024 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. on Monday, November 25, 2024 and retire into Executive Session in the Red River Room for the purpose of negotiation strategy discussions and discuss closed records pertaining to the advisory services on the sale of City property west of the landfill. Discussing this matter in an open meeting will have a negative fiscal effect on the negotiating position of the City of Fargo. An Executive Session for this legal matter is authorized pursuant to North Dakota Century Code §44-04-19.1, subsection 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 P.M.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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 FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 12, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading, waive reading and final adoption of an Ordinance Amending Article 11-09, of Chapter 11, of the Fargo Municipal Code, Relating to Littering of Public Places by Contractors; 1st reading, 11/12/24.
- 2. Full Fixed Property Damage Release of All Claims with Indemnity for property damage to the Water Treatment Plant.
- 3. Applications for Games of Chance:
 - a. Muscular Dystrophy Association Inc. for bingo on 12/15/24.
 - b. Pray for Gray for a raffle on 1/13/25.
- 4. Liquor License Suspension and Revocation Agreement with Cairo Restaurant & Bar, LLC d/b/a Cairo Restaurant and Nightclub.
- 5. Direct the City Attorney's Office to revise Fargo Municipal Code, Section 25-1509 - Restrictions on Sale, Service or Dispensing of Alcoholic Beverages (F and G).
- 6. Bid award to Parsons Electric for traffic signal bollard installation (RFP24349).

7. Amendment No. 1 in the amount of \$16,800.00 for Project No. MS-23-J0.
8. Addendum to Encroachment Agreement (Accessibility Ramp) with Park District of the City of Fargo.
9. Bid advertisement for Project No. SN-24-A1.
10. Bid award to Northern Improvement Company in the amount of \$621,667.32 for Project No. SN-24-A1.
11. Negative Final Balancing Change Order No. 5 in the amount of -\$72,492.23 for Improvement District No. BR-23-E1.
12. Change Order No. 3 in the amount of \$1,631.50 for Improvement District No. BN-23-F1.
13. Memorandum of Offer to Landowner for Permanent Easement (Sidewalk) with Nicholas and Antonia Wickersham (Improvement District No. BR-25-B1).
14. Memorandum of Offer to Landowner for Permanent Easement (Sidewalk) with Jason E. Ruen and Ann Marie Persico (Improvement District No. BR-25-B1).
15. Memorandum of Offer to Landowner for Permanent Easement (Sidewalk) with Andrew D. and Janna J. Sagvold (Improvement District No. BR-25-B1).
16. Memorandum of Offer to Landowner for Permanent Easement (Sidewalk) with James A. and Beth E. Postema (Improvement District No. BR-25-B1).
17. Reject the bids for Improvement District No. BR-25-B1 and rebid the project in 2025.
18. Contract and bond for Improvement District No. FP-19-A4.
19. Contract and bond for Improvement District No. UR-24-F1.
20. Bid award to Vestis Services, LLC for Rental Uniforms and Laundry Services (RFP25005), and Mat and Mop Replacement Services (RFP25006).
21. Items from the FAHR Meeting:
 - a. Receive and file General Fund - Budget to Actual through 10/31/24 (unaudited).
 - b. Purchase of Service Agreement from ND Department of Health and Human Services, Behavioral Health Division and related 2025 budget adjustment.
 - c. Agreement for Support with Fargo Moorhead Coalition to End Homelessness and related 2025 budget adjustment.
 - d. Employment offers to current City of Moorhead Transit employees.
 - e. Various rate schedules as presented.
22. Bid award to Bee Seen Gear for Fire Department uniforms (RFP25003).
23. Notice of Grant Award from the ND Department of Emergency Services for 2024-2025 Hazardous Materials Emergency Preparedness Grant in the amount of \$19,555.20 and related budget adjustments.
24. Direct the City Attorney's Office to work with the Environmental Health Division to revise the Food Service Establishments Ordinance, Article 13-03.

25. Direct the City Attorney's Office to work with the Environmental Health Division to revise the Lodging Establishments Ordinance, Article 13-14.
26. Receive and file the Hate Crime 3rd Quarter Report.
27. Procurement Plan Adoption and Procurement Officer Designation for the Transit Department.
28. Assignment and Assumption of Agreements with the City of Moorhead, Concordia College, Creative Outdoor Advertising of America Inc., Minnesota State Community and Technical College and Minnesota State University Moorhead.
29. Bid awards for Project No. WW2005 (Sanitary Lift Station No. 62):
 - a. General Construction contract to CC Steel, LLC in the amount of \$439,420.00.
 - b. Electrical Construction contract to JDP Electric, Inc. in the amount of \$309,824.00.
30. Bid award for chemicals at the Water Reclamation Utility for 2025, as presented (ITB25012).
31. Bid award for chemicals at the Water Treatment Plant for 2025, as presented (ITB25011).
32. Grant application under the Mountain and Plains Thriving Communities Collaborative for lead service line replacement.
33. Bills.

REGULAR AGENDA:

34. Recommendation to direct the City Attorney to consult with the citizens group to assist in developing ballot language to move to a City Council form of governance.

PUBLIC HEARINGS - 5:15 p.m.:

35. **PUBLIC HEARING** - Application for an ownership change for a Class "Z" Alcoholic Beverage License for Vault Partners LLP d/b/a Fort Noks located at 52 Broadway North; continued from the 10/28/24 and 11/12/24 Regular Meetings.
36. **PUBLIC HEARING** - Application for a transfer of a Class "ABH" Alcoholic Beverage License from Great Plains Hospitality d/b/a Baymont Inn & Suites to University Lodging LLC d/b/a Baymont Inn & Suites located at 1340 21st Avenue South.
37. Recommendation to waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Enacting Article 3-24 of Chapter 3 of the Fargo Municipal Code Relating to a Sales Tax for Fire and Police Operations, Equipment, and Buildings.
38. Recommendation to eliminate the virtual and call-in options for Resident Comments at City Commission meetings.
39. Wintering Warming Plan Update.
40. Recommendation to end the Needle Exchange Program.
41. Liaison Commissioner Assignment Updates.

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

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

Minutes are available on the City of Fargo web site at FargoND.gov/CityCommission.

1

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING ARTICLE 11-09, OF CHAPTER 11,
2 OF THE FARGO MUNICIPAL CODE,
3 RELATING TO LITTERING OF PUBLIC PLACES BY CONTRACTORS

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. amendment.

16 Article 11-09, of Chapter 11, of the Fargo Municipal Code, is amended as follows:

17 ARTICLE 11-09 - LITTERING OF PUBLIC PLACES BY CONTRACTORS, PROJECT
18 MANAGERS, OR OTHER PERSONS

19 11-0901 - Unlawful dumping and littering by contractors, project managers, or other
20 persons.

21 No contractor, project manager, or other person shall allow any vehicle to operate out of
22 any construction site, regardless of whether the same shall be operated by the contractor,
23

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22 any construction site, regardless of whether the same shall be operated by the contractor,
23

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ORDINANCE NO. _____

1 project manager, other persons, his or their agents, employees, or subcontractors, in such a
2 manner as to dump, scatter, or deposit any rubbish, stones, wire, earth, ashes, cinders,
3 sawdust, hay, glass, manure, filth, paper, snow, ice, dirt, grass, leaves, twigs, shrubs,
4 construction waste, garbage, hazardous or dangerous liquids, or other offensive or
5 nauseous material on any street, alley, or public place.

6 11-0902. - Vehicles to be clean before entering public street.

7 No contractor, project manager, or other person shall drive or permit a vehicle to enter
8 upon a public street, alley, sidewalk, or other public place without first (a) having its tires
9 and wheels cleaned so as not to litter or soil any street, alley, sidewalk, or other public
10 place, and (b) having any material removed from the interior or exterior of vehicle body
11 which might fall or be deposited upon any street, alley, sidewalk, or public place by normal
12 movement of vehicle in traveling over such places.

13 11-0903. - Streets to be maintained in a litter-free condition.

14 All streets, alleys, sidewalks, ~~or~~ and public places adjacent to any building or construction
15 site shall be maintained in a litter-free condition at all times. This shall include such soiling
16 or littering caused by erosion, landslides, or general construction activities at any such site.

17 11-0904. - Liability of contractor, project manager, or other person.

18 Whenever a contractor, project manager, or other person is engaged in any construction or
19 maintenance activity, it shall be his responsibility to see that none of the provisions of this
20 article are violated by the contractor, project manager, other person, himself, his or their
21 agents, employees, subcontractors, or haulers of materials and supplies. If more than one
22 contractor, project manager, or other person, or any governmental unit is involved in work
23 which contributes to the littering of streets, alleys, sidewalks, or other public places in the
same site or area, they shall be separately and jointly responsible for compliance with the
provisions of this article.

11-0905. - Cleaning up littered streets.

If a street, alley, sidewalk, or public place should become soiled or littered through any of
the means outlined in §§ 11-0901 and 11-0903, the person or persons responsible shall
cause such soiling or littering to be cleaned up forthwith. If and when the person or persons
responsible fail to comply with any order from the City of Fargo or designee of the chief
of police or commissioner of streets to clean up or take such precautions as the City of

OFFICE OF THE CITY ATTORNEY
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1 ~~Fargo or designee chief of police or commissioner~~ deems necessary to prevent foreign
2 ~~or designee chief of police or commissioner~~ materials from being deposited on any street, alley, or public place, then the City of Fargo
3 may order (in writing) all ingress and egress
4 to the site or area involved stopped until compliance with the order is effected.

5 11-0906. - Exceptions.

6 The provisions of this article shall not apply to construction work within the barricaded
7 area of work being done in the street right-of-way, pursuant to a city excavation permit
8 authorizing the same or to certain emergency or other work being performed within a
9 barricaded area pursuant to a city contract or by certain emergency forces, provided that
10 excavated material stored temporarily within the barricaded area shall not be scattered or
11 carried or allowed to accumulate outside of such area.

12 11-0907. - Penalty for violation of article.

13 ~~Every person, firm, association, or corporation convicted of a violation of any of the~~
14 ~~provisions of this article or of any failure to comply with any order of the chief of police~~
15 ~~or commissioner of streets, shall upon conviction, be punished by a fine of not to exceed~~
16 ~~\$100 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment, in~~
17 ~~the discretion of the court, the court to have power to suspend said sentence and to revoke~~
18 ~~the suspension thereof. Each day any person, firm, association, or corporation shall violate~~
19 ~~any of the provisions of this article shall constitute a separate offense.~~

20 Violation of any provision of this Article is an infraction. Any person, firm, association,
21 partnership, or corporation who violates any of the provisions of this article shall have 24
22 hours from the time of the notice or citation to remedy said violation before it is considered
23 a separate offense. Every separate violation shall require a separate charging document.
The City may seek restitution for the expense of abating any unlawful conduct.

Section 2. Penalty.

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

Section 3. Effective Date.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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6 _____
7 Dr. Timothy J. Mahoney, Mayor

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9 Attest:

10 _____
11 Steven Sprague, City Auditor

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First Reading:
Second Reading and Final Passage:
Publication:



**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

(2)

November 21, 2024

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Approval of Settlement for Property Damage to the Water Treatment Plant

Dear Commissioners:

Enclosed for your approval is a settlement and release agreement which calls for the City to be paid \$14,015.00 for damage caused by an impaired driver to the Water Treatment Plant. On September 1, 2024, a person operating their motor vehicle caused damage on the Water Treatment Plant grounds and destroyed a rain-water collection tank. The City calculated its losses in the amount of \$14,015.00 - which includes the costs of purchasing/shipping a new rainwater storage tank and the costs associated with installing the tank to the existing plumbing. The City has worked with the driver's insurance company and the insurance company has agreed to pay the City the amount of \$14,015.00.

Suggested Motion: I hereby approve the City entering into the settlement and release agreement.

Sincerely,

Ian R. McLean
Assistant City Attorney
imclean@serklandlaw.com

Encl.

FULL FIXED PROPERTY DAMAGE RELEASE OF ALL CLAIMS WITH INDEMNITY

Claim Number: 24-615250687

KNOW ALL BY THESE PRESENT that the City of Fargo, for and in consideration of the sum of Fourteen Thousand Fifteen Dollars (\$14,015.00), the receipt whereof is hereby acknowledged, does/do hereby for my (our) heirs, executors, administrators, successors and assigns and any and all other persons, firms, employers, corporations, associations, or partnerships release, acquit and forever discharge VIP Builders, Tam Nguyen, and United Financial Casualty Company of and from any and all property damage resulting from an automobile accident which occurred on or about 09/01/2024.

It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim as to the nature and extent of the property damages and that neither this release, nor the payment pursuant thereto shall be construed as an admission of liability, such being denied.

It is further understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said property damage and liability therefore is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

In consideration of the payment of the sum, the undersigned further agrees to indemnify VIP Builders, Tam Nguyen, and United Financial Casualty Company and save them harmless from any and all further property damage claims arising because of any property damages to the City of Fargo, and, if necessary in order to save them so harmless, to satisfy on their behalf and judgment against them arising in any way out of the aforesaid accident.

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT

CITY OF FARGO
A North Dakota municipal Corporation

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

ATTEST:

Steven Sprague
City Auditor



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

Approved by City of Fargo, Auditors Office

300

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*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Muscular Dystrophy Association Inc EIN: 13-1665552		Dates of Activity (Does not include dates for the sales of tickets) 12/15/24	
Organization or Group Contact Person Tawny Saunders / Wayne Hodges	E-mail tsaunders@mdausa.org / wt-hodges@wiu.edu	Telephone Number 303-418-2160 / 309-333-4626	
Business Address 1016 W Jackson Blvd #1073	City Chicago	State IL	ZIP Code 60607
Mailing Address (if different) 1016 W Jackson Blvd #1073 1402 5th St S	City Chicago Fargo	State ND	ZIP Code 58103

SITE INFO

Site Name El Zagal Shrine	County Cass
Site Physical Address 1429 3 St N	City Fargo
	State ND
	ZIP Code 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	Cash	\$250
Bingo	Cash	\$250
Bingo	Cash	\$250
Total (limit \$40,000 per year)		\$ 750

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds *Research*

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

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

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

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

Printed Name of Organization Group's Permit Organizer Wayne Hodges/Tawny Saunders	Telephone Number 309-333-4626	E-mail Address wt-hodges@wiu.edu
Signature of Organization Group's Permit Organizer Wayne Hodges	Title Vice President	Date 10/30/24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (4-2023)

(36)

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*
 *See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group: Pray for Gray Dates of Activity (Does not include dates for the sales of tickets): January 13th 2025
 Organization or Group Contact Person: Hilary Chisholm E-mail: prayforgraynd@gmail Telephone Number: 701-566-4334
 Business Address: P.O. Box 446 City: Fargo State: ND ZIP Code: 58107
 Mailing Address (if different): Same City: Fargo State: ND ZIP Code: 58107

SITE INFO

Site Name: Crooked Pint County: Cass
 Site Physical Address: 3340 13th Ave S City: Fargo State: ND ZIP Code: 58103
 Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
1-13-25 6:00pm - 7:30pm

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	\$2,000 cash	\$2,000
raffle	\$1,000 cash	\$1,000
raffle	2 tickets to Pray for Gray Gala	\$250
Total (limit \$40,000 per year)		\$ 3,750

Intended Uses of Gaming Proceeds

Support persons with brain tumors
 Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No
 Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
 Yes No
 Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: \$500 (This amount is part of the total prize limit for \$40,000 per fiscal year)
 Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
 Yes No

Name: Hilary Chisholm Title: Executive Director Telephone Number: 701-566-4334 E-mail Address: prayforgraynd@gmail.com
 Signature of Organization or Group's Top Official: [Signature] Title: Executive Director Date: 11-7-24

4

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Liquor License Suspension Agreement
DATE: November 25, 2024

The licensee controlling the liquor license issued to Cairo Restaurant and Nightclub has voluntarily signed a Liquor License Suspension and Revocation Agreement, see attached.

Recommended Motion:

Move to approve the Liquor License Suspension and Revocation Agreement with Cairo Restaurant & Bar LLC d/b/a Cairo Restaurant and Nightclub

Liquor License Suspension and Revocation Agreement

This agreement, by and between Cairo Restaurant & Bar, LLC, a North Dakota limited liability company, d/b/a Cairo Restaurant and Nightclub (“Cairo”), Heba Ibrahim Ismail, Owner (“Ismail” or “Owner”) and the City of Fargo, a North Dakota municipal corporation (“City”) provides for the orderly and timely cessation of liquor sales pursuant to the FA Liquor License issued to Cairo in October 2023 (“Liquor License”).

RECITALS

1. On October 31, 2023, Cairo received by way of transfer an FA Liquor License, issued prior to 2014, making the License fully transferable. The FA Liquor License issued to the Owner is attached hereto as Exhibit 1. Ismail was the sole applicant on the License.
2. Ismail was convicted of a felony in Hennepin County, MN and sentenced on November 1, 2024. A copy of the Order Warrant of Commitment is attached hereto as Exhibit 2.
3. A Notice of Liquor Violation hearing was served on Ismail, citing a violation of 25-1512(B)(3):

25-1512. Licenses—Termination, suspension, revocation, and sanctions.

All licenses issued under the provisions of this article, unless otherwise specifically provided, shall terminate on June 30th next following the date of issuance; provided, however, that any license issued under the provisions of this article may, under certain circumstances, terminate automatically or may be terminated, suspended or revoked by the commission.

...

B. The commission may, in its discretion, suspend or revoke for cause any license issued under the provisions of this article. The grounds for suspension or revocation shall, among others, include the following:

1. The licensee has filed a petition in bankruptcy.
2. An individual licensee, one of the partners in a partnership licensee, or one of the officers in a corporation licensee, or any individual in active management of the licensed business is convicted of violating any of the provisions of this article.
3. The licensee has been convicted of a felony under the laws of the United States or under the laws of one of the several states.

4. The business of the licensee, at the location licensed, is conducted in such a manner as to be in violation of the health and sanitary regulations of the city of Fargo.
5. The licensee has made any false statement in his application for a license.
6. The licensee conducts his business in a manner which results in, encourages or is conducive to the creation of disturbances of the peace, disorderly conduct or any other violations of federal, state and/or city laws.

A copy of the Notice of Violation is attached hereto as Exhibit 3.

4. Owner wishes to resolve this Liquor License violation without a hearing and requested an opportunity to recover the license cost.

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Owner admits that she has been convicted of a felony and that such conviction is a violation of the Liquor License terms that may result in suspension or revocation of the Liquor license.
2. Owner agrees to accept the immediate suspension of the Liquor License and further understands and agrees that any and all sales, service and consumption of alcohol on the licensed premises shall cease on or before December 7, 2024.
3. Owner understands and agrees that the Liquor License shall be terminated on June 30, 2025, except that Owner may seek in writing to the board of City Commission an extension of the suspended status until December 7, 2025, upon the showing of good cause as to why the Liquor License has not been transferred to an eligible licensee and upon payment of the annual license fee.
4. City agrees an extension of the suspension status upon proper application and payment will not be unreasonably withheld.
5. Owner understands and agrees that failure to secure City approval of the extension of the suspended Liquor License shall result in the Liquor License termination. Owner waives any claims against City, known or unknown, and holds City harmless for any damages asserted or alleged as a result of such termination.
6. Owner understands and agrees that in no event shall the Liquor License suspension extend beyond December 7, 2025, at which time the Liquor License shall be revoked. Owner shall have no further interest or claim in the Liquor License upon revocation for any reason and the Liquor License shall be null and void.

7. Owner understands and agrees that all of the Liquor License requirements pursuant to Fargo Municipal Code Chapter Article 25-15 remain in place during the time of suspension despite the required cessation of alcohol sales, including but not limited to all audit requirements, server training requirements, inspection by police, and required kitchen operation and service.
8. Owner understands and agrees that if at any time alcohol is present on the licensed premises the suspended Liquor License shall be immediately revoked, without further notice or action required by City. Owner waives any and all notice requirements. In addition, Owner understands and agrees she may be criminally responsible for the service of alcohol by an unlicensed person. Further, refusal to allow police entrance into the licensed premise at any time shall result in immediate revocation of the Liquor License.
9. Owner understands and agrees that any allegations or charges of violations of any law occurring in the premises shall result in immediate revocation of the Liquor License, whether such violations are related to the service, sale or consumption of alcohol or not.

Dated Nov. 20, 2024

Cairo Restaurant & Bar, LLC
a North Dakota limited liability company



Heba Ibrahim Ismail, Owner

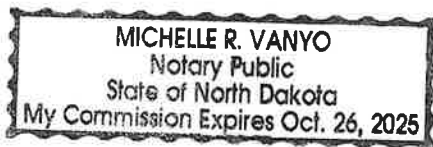
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 20 day of November, 2024, before me, a notary public within and for said county and state, personally appeared HEBA IBRAHIM ISMAIL, owner of Cairo Restaurant & Bar, LLC, a North Dakota limited liability company, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that the company executed the same.



Notary Public
Cass County, ND

(SEAL)





Alcoholic Beverage License

City of Fargo

This is to certify that

Cairo Restaurant and Bar, LLC

dba

Cairo Restaurant and Bar

At the Following Location:

4554 7 Ave S

has paid the license fee and otherwise complied with the Municipal Code of the City of Fargo, and has been granted the following alcoholic beverage license class/number:

FA-43

which permits the sale of alcoholic beverages strictly in accordance with the Fargo Municipal Code governing sales as provided for under this particular class of license expiring:

June 30, 2024

LIVE ENTERTAINMENT LICENSE:

City Auditor

Post in Conspicuous Place

State of Minnesota
Hennepin County
Hennepin Criminal Downtown

Filed in District Court
State of Minnesota
11/01/2024

Court File Number: 27-CR-24-1345

District Court
Fourth Judicial District
Case Type: Criminal

State of Minnesota,
Plaintiff

vs.

Heba Ibrahim Ismail,
Defendant
Date of Birth: July 30, 1984
Gender: Female

Sentencing Date: November 01, 2024

Order Warrant of Commitment

CASE CHARGES

Count	Statute	Description	Disposition
1	609.52.2(a)(3)(iii)	Theft by False Representation (Over \$5,000)	Dismissed
2	609.52.2(a)(3)(iii)	Theft by False Representation (Over \$5,000)	Dismissed
3	609.52.2(a)(3)(iii)	Theft by False Representation (Over \$5,000) Penalty Statute: 609.52.3(2) - Theft - Value over \$5,000 or trade secret, explosive, Controlled Substance I or II	Convicted
4	609.52.2(a)(3)(iii)	Theft by False Representation (Over \$5,000)	Dismissed
5	609.52.2(a)(3)(iii)	Theft by False Representation (Over \$5,000)	Dismissed
6	609.52.2(a)(3)(iii)	Theft by False Representation (Over \$1,000)	Dismissed
7	609.52.2(a)(3)(iii)	Theft by False Representation (Over \$1,000)	Dismissed

TERMS OF DISPOSITION OR SENTENCE: COUNT 3

Offense Description: Theft by False Representation (Over \$5,000)
Offense Date: December 24, 2019
Level of Sentence: Felony
Sentence is a stay of imposition pursuant to Minn. Stat. 609.135.
Successful completion of probation will result in a misdemeanor conviction.

Exhibit "2"

SENTENCE DETAILS: COUNT 3

Local Confinement

Ordered on November 01, 2024:

- Defendant is sentenced to 60 days in the Hennepin County Workhouse - Adult Corrections. Defendant is to serve 60 days on Home Detention/Electronic Monitoring, if eligible. Credit for time served amount is 0.
 - Report to client and community restoration at 3000 North 2nd Street in Minneapolis. Approved for work/school release if eligible (HUBER). Start Date: December 13, 2024
- Defendant will be granted furlough for other.
- Job seeking, treatment, and medical care

Monitoring

Ordered on November 01, 2024:

- Defendant is placed on supervised probation for 5 years, monitored by Hennepin County Community Corrections - Adult Field Services.

Conditions

Ordered on November 01, 2024:

Defendant must comply with the following conditions:

- Remain law-abiding
- Mental Health Evaluation
- Pay restitution
- Pay Restitution before Fines, Fees and Surcharges
- Obtain Permission from Agent before leaving the State
- Give a DNA sample when directed.
- Report to a law enforcement facility within the next 60 days to be fingerprinted. Complete a theft education/intervention course. No employment in any capacity that involves contact w/ Medicare/medicaid funds
- Follow recommendations of evaluation
- Do not use or possess firearms, ammunition or explosives
- Follow all instructions of probation
- Follow all State and Federal criminal laws.
- Contact your probation officer as directed.
- Tell your probation officer within 72 hours if you have contact with law enforcement.
- Tell your probation officer within 72 hours if you are charged with any new crime.
- Tell your probation officer within 72 hours if you change your address, employment, or telephone number.
- Cooperate with the search of your person, residence, vehicle, workplace, property, and things as directed by your probation officer.
- Sign releases of information as directed.

Exhibit "2"

Service

Ordered on November 01, 2024:

- Defendant is ordered to perform community work service for 150 hours.
- Due Date: November 01, 2025
- One hour of therapy can satisfy one hour of CWS

FINES / FEES: COUNT 3

Fines/Fees	Amount	Adjustment	Amount Due	Due Date
Restitution	\$ 46,894.44		\$ 46,894.44	September 01, 2029
Criminal/Traffic Surcharge	\$ 75.00	\$ 75.00 (Waived)	\$ 0.00	September 01, 2029
Law Library Fees	\$ 3.00	\$ 3.00 (Waived)	\$ 0.00	September 01, 2029
Public Defender Co-Payment	\$ 75.00	\$ 75.00 (Waived)	\$ 0.00	September 01, 2029
Subtotal	\$ 47,047.44	\$ 153.00	\$ 46,894.44	

This Fee information only relates to Count 3. Any Due Date may be affected by a payment plan.

FINANCIAL SUMMARY**Fines/Fees Due: \$ 46,894.44**

The amount due may not reflect all payments and credits, or all restitution owed. Visit <https://mncourts.gov/PayFines> to make a payment or to view updated balances or payment information. Contact court administration with any further questions.

The court may refer the entire amount due on this case for collection if you fail to make any scheduled payment, and collection costs will be added. You have the right to contest a referral for collection based on inability to pay by requesting a hearing no later than the due date. Minn. Stat. § 480.15, subd. 10c; 609.104.

Date: Nov 1 2024

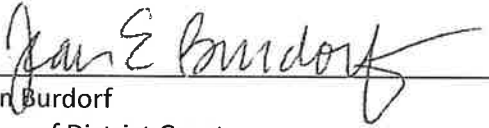

 Jean Burdorf
 Judge of District Court



Exhibit "3"

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

October 7, 2024

Heba Ismail
Cairo Restaurant and Nightclub
4554 7th Ave South
Fargo, ND 58103

Re: Cairo Restaurant and Nightclub License Violations – NOTICE OF HEARING

Dear Licensee:

Notice is hereby provided that the City Auditor's office has determined Cairo Restaurant and Nightclub has violated liquor license requirements as defined in section 25-1512 B3 of the Fargo Municipal Code; the licensee has been convicted of a felony. The Liquor Control Board will meet on December 3, 2024 at 11:00 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

If the Liquor Control Board recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the Board of City Commissioner within ten (10) days of the Liquor Control Board recommendation.

As a liquor license holder, you are being provided this notice in conformance with Fargo Municipal Code 25-1513, as license holder you have the right to be present and heard at this meeting. If you have any questions, feel free to call me at 701.241.1301.

Sincerely

A handwritten signature in black ink, appearing to read "Steven Sprague", written in a cursive style.

Steven Sprague

City Auditor

5

Date: November 25, 2024

To: Fargo City Commission

From: Steven Sprague, City Auditor

Re: Ordinance Amendment - Recommendation to clarify the closing and locking of the licensed premise

Dear Fargo City Commissioners:

Section 25-1509 (F) of the Fargo Municipal Code explains the days and hours alcohol may be served on a licensed premise. Section 25-1509 (G) of the Fargo Municipal Code discusses when a business must be locked and refers to the timing restrictions in Subsection F. Section 25-1509 (F) of the Fargo Municipal Code should be clarified that alcohol may not be sold or consumed if the licensed premise is closed prior to the days and times listed. The change in subsection F will also clarify the locking requirements on subsection G.

RECOMMENDED MOTION

DIRECT THE CITY ATTORNEY TO DRAFT REVISIONS TO FARGO MUNICIPAL CODE SECTION 25-1509 (F AND G) INVOLVING THE CLOSING AND LOCKING OF LICENSED PREMISES



Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: KEVIN MORLAN, ASSISTANT TRAFFIC & LIGHTING OPS MANAGER

RE: TRAFFIC SIGNAL BOLLARD INSTALLATION (RFP24349)

DATE: NOVEMBER 25, 2024

A Request for Proposal (RFP) was posted on October 16, 2024, seeking qualified vendors to install bollards to protect traffic signal controllers and equipment at multiple locations citywide. Proposals were due on November 6, 2024, with three (3) responding proposers.

A review committee, consisting of members from the Sign, Signal, and Street Lighting Department, determined that all submissions met specifications required in this RFP. Parsons Electric provided the overall lowest cost for the installation.

Funding for this project will be from Utility Funds – Street Light 528 and has been included within the 2024 budget.

RECOMMENED MOTION: Approve the recommendation to award Parsons Electric for the installation of traffic signal protective bollards with a project deadline of August 1, 2025.





Kevin Morlan - Scoring Summary

Active Submissions

	Total	Qualifications and Experience	Cost / Delivery	References
Supplier	/ 100 pts	/ 50 pts	/ 40 pts	/ 10 pts
PEC Solutions of the Dakotas dba Parsons Electric	100 pts	50 pts	40 pts	10 pts
Sun Electric Inc	92 pts	50 pts	32 pts	10 pts
Key Contracting Inc	84 pts	50 pts	24 pts	10 pts

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Project No. MS-23-J0

Type: Amendment #1

Location: Citywide

Date of Hearing: 11/18/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/25/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Jody Bertrand, related to Amendment #1 in the amount of \$16,800.00 for the storm sewer utility fee parcel and impervious area verifications.

The parcel database has not received a global parcel verification for several years. Nexus Group has proposed to complete a parcel matching process with the billing software spreadsheet and the City's GIS parcel database. They also intend to identify if any large impervious changes can be identified.

Staff is recommending approval of Amendment #1 in the amount of \$16,800.00, which increases the total contract amount to \$54,325.00 to AE2S – Nexus.

On a motion by Steve Sprague, seconded by Susan Thompson, the Committee voted to recommend approval of Amendment #1 in the amount of \$16,800.00 to AE2S – Nexus.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 in the amount of \$16,800.00 to AE2S – Nexus.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Water Utility Funds


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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Donald Kress
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jody Bertrand, PE, CFM
Storm Sewer Utility Engineer

Date: November 18, 2024

Re: Storm Sewer Utility Fee Parcel Verification - Task Order Amendment #1

Background:

The Storm Sewer Utility is modifying its service charge fees for implementation in January of 2025. The parcel database has not received a global parcel verification for several years. Nexus Group has proposed to complete a parcel matching process with the billing software spreadsheet and the City's GIS parcel database. They also intend to identify if any large impervious changes can be identified where improvements may have been completed between 2020 and 2024 and while not using the normal permitting process (additional parking/flatwork/buildings).

The proposal letter for Task Order Amendment #1 from Nexus is attached to this memorandum for your review.

Recommended Motion:

Approval of Task Order Amendment #1 for Nexus Consulting Group for the storm sewer utility fee parcel and impervious area verifications in the amount of \$16,800.

JRB/jmg
Attachment

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

**Scope of Services**

AE2S Nexus will assist the CLIENT in completing an impervious area change audit to identify if any customer parcels have substantially changed over the last several years. Changes will be identified and provided to the CLIENT for billing system and rate modifications. Specific tasks include:

1. Project Management and Communications

1.1. Complete administrative items, including invoicing, client communication, and scheduling.

- *Hours: 8*
- *Estimated Fee: \$1,800*

2. Data Acquisition and GIS Data Integration

2.1. Acquire Impervious Surfaces from 2024 and Impervious Surfaces from 2020, and most recent Parcel Dataset.

2.2. Convert Stormwater Master Billing Table to GIS format.

- *Hours: 6*
- *Estimated Fee: \$1,200*

3. GIS Analysis and Financial System Linkage

3.1. Join Stormwater Billing Dataset with Parcel Dataset by Parcel ID (or XplusY).

3.1.1. Review data with CLIENT, which Parcel IDs (or XplusY) that do not join to Stormwater Billing Dataset and determine locations to resolve.

3.2. Run Intersect Geoprocessing Tool with 2020 Impervious Surface against most recent Parcel Dataset and quality control results.

3.3. Run Intersect Geoprocessing Tool with 2024 Impervious Surface against most recent Parcel Dataset and quality control results.

3.4. Link Stormwater Billing Dataset to Parcel Dataset that changed greater than 5% or that went from 0% to greater than 0%.

- *Hours: 40*
- *Estimated Fee: \$7,800*

4. Data Compilation and Delivery

4.1. Compile and provide list of Parcels in Excel format for those that changed greater than 5% or that went from 0% to greater than 0% with the following field.

-
- 4.1.1. 2020 Impervious Surface (sq ft per parcel)
 - 4.1.2. 2024 Impervious Surface (sq ft per parcel)
 - 4.1.3. Impervious Surface Area Change (Delta) by Parcel Area
 - 4.1.4. Calculate Impervious Surface Change (Delta)
 - 4.2. Compile and provide Non-Residential Impervious Surface Change 2020-2024 Map and make updates based on input from CLIENT.
 - 4.3. Compile and provide Residential Impervious Surface Change 2020-2024 Map and make updates based on input from CLIENT.
 - o *Hours: 30*
 - o *Estimated Fee: \$6,000*

Total Estimated Fee

AE2S Nexus shall render services under this Agreement on an hourly basis in accordance with the current Hourly Fee and Expense Schedule. As a result, we currently estimate the total fee, based on hourly billing rates plus expenses, at approximately \$16,800. Monthly invoices will be provided to the CLIENT with regular updates on the total dollar amount.

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated January 11, 2023 (“Agreement”), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner: City of Fargo
- B. Engineer: Advanced Engineering and Environmental Services, LLC
dba AE2S Nexus
- C. Project Title: 2023 Stormwater Rate Model Amendment #1, Project MS-23-A0
- D. Description: The consultant will update the existing data spreadsheet for the storm sewer utility billing. GIS data integration and analysis of the parcel data along with utility billing synchronization. Deficiencies in the impervious area computations will be modified for correct billing amounts.

2. Services of Engineer

Services to be completed by the Engineer are defined in Attachment #1 and incorporated herein by reference.

3. Owner’s Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated January 11, 2023.

4. Times for Rendering Services

Phase	Completion Date
Tasks 1.0 thru 2.0	December 18, 2024
Task 3.0	December 18, 2024
Task 4.0	December 18, 2024

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Tasks 1.0 thru 2.0	Hourly Not to Exceed	\$3,000.00
Task 3.0	Hourly Not to Exceed	\$7,800.00
Task 4.0	Hourly Not to Exceed	\$6,000.00
		Total Services = \$16,800.00

B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. Attachments

Attachment A – Scope of Services .

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is November 11, 2024.

Owner:

Engineer:

By:

T. H. Cee

By:

Ryan Grubb

Name:

Tom Knakmuhs

Name:

Ryan Grubb

Title:

City Engineer

Title:

Operations Manager

Designated Representative for Task Order:

Designated Representative for Task Order:

Name:

Jody Bertrand

Name:

Kayla Mehrens

Title:

Storm Sewer Utility Engineer

Title:

Consultant

8

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Encroachment Agreement Addendum

Location: 502 1st Avenue South

Date of Hearing: 11/18/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/25/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding an Encroachment Agreement Addendum with the Park District of the City of Fargo (Park District) to maintain a portion of the arena shell along the north west side of the parcel as a patio area and new accessibility ramp.

The annual fee and processing fee for this addendum are waived.

On a motion by Susan Thompson, seconded by Brenda Derrig, the Committee voted to recommend approval of the Encroachment Agreement Addendum with the Park District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement Addendum with the Park District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>


COMMITTEE

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

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Donald Kress
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer



Memorandum

To: Members of PWPEC
From: Matthew Jennings, ROW Management
Date: November 13, 2024
Re: Addendum to Encroachment Agreement 502 1st Avenue South – Fargo Park District

Background:

Park District of the City of Fargo (“Park District”) continues to redevelop their Island Park facilities at 502 1st Avenue South. They have a desire to maintain the arena shell along the north west side of their parcel as a patio area which requires a new accessibility ramp to bring into compliance.

Park District will be in charge of the installation and maintenance costs. This addendum keeps the previous Encroachment Agreement for the Lazy River components in place while adding on this additional area for the ramp. The agreement is limited to Fargo Park District and cannot be transferred.

Attached is an Addendum to the Encroachment Agreement with Park District at 502 1st Avenue South. This is to allow an encroachment for an accessibility ramp which is within the City of Fargo’s public right of way.

The annual fee and processing fee for this addendum are waived.

Recommended Motion:

Recommend approval of the Addendum to the Encroachment Agreement with Park District of the City of Fargo.

Attachment

ADDENDUM TO
ENCROACHMENT AGREEMENT
(Accessibility Ramp)

This **ADDENDUM TO ENCROACHMENT AGREEMENT** is made and entered into by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as “City”, and **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Park District” or “Owner”,

WHEREAS, in May 2023, Park District and City entered into an Encroachment Agreement, recorded on August 30, 2024 in Cass County as Document No. 1718976 (“Encroachment Agreement”), whereby the City granted permission to the Park District to encroach upon a portion of public right-of-way for items related to the Park District’s Island Park Pool Improvements project.

WHEREAS, Park District now desires to encroach upon an additional portion of public right-of-way along 1st Avenue South for the installation, use, and maintenance of an accessibility ramp related to the Park District’s Island Park Pool Improvements project.

WHEREAS, the purpose of this Addendum is to allow for the additional encroachment area while maintaining the rights and responsibilities existing under the Encroachment Agreement;

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

1. Park District is hereby granted the right to encroach and use a portion of the right-of-way for an accessibility ramp, said encroachment being for the purpose of the Island Park Pool Facilities (as defined in the Encroachment Agreement, located as follows:

Commencing in the Northwest corner of Block 19 of Original Townsite, City of Fargo, Cass County, North Dakota; thence Easterly along the North Line of said Block 19 a distance of 53.23 feet to the point of beginning; thence continuing along said North Line easterly a distance of 55.30 feet; thence $N02^{\circ}29'16''E$ a distance of 10.40 feet; thence $N87^{\circ}32'04''W$ a distance of 55.30 feet; thence $S02^{\circ}29'16''W$ a distance of 10.40 feet to the point of beginning.

Said tract contains 575 square feet, more or less.

Said encroachment is more particularly described and indicated on the attached Exhibit "A" and shall be included in the terms "encroachment", "encroachment area", and "encroaching private facilities" as used in the Encroachment Agreement.

2. It is the intent of this Addendum that Park District may utilize public right-of-way for the purpose of installing, using, and maintaining the accessibility ramp.

3. It is understood and agreed by and between the parties that Park District will be solely responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public right-of-way for the accessibility ramp. Park District agrees to accept all maintenance responsibility for the accessibility ramp and associated property used within the public right-of-way.

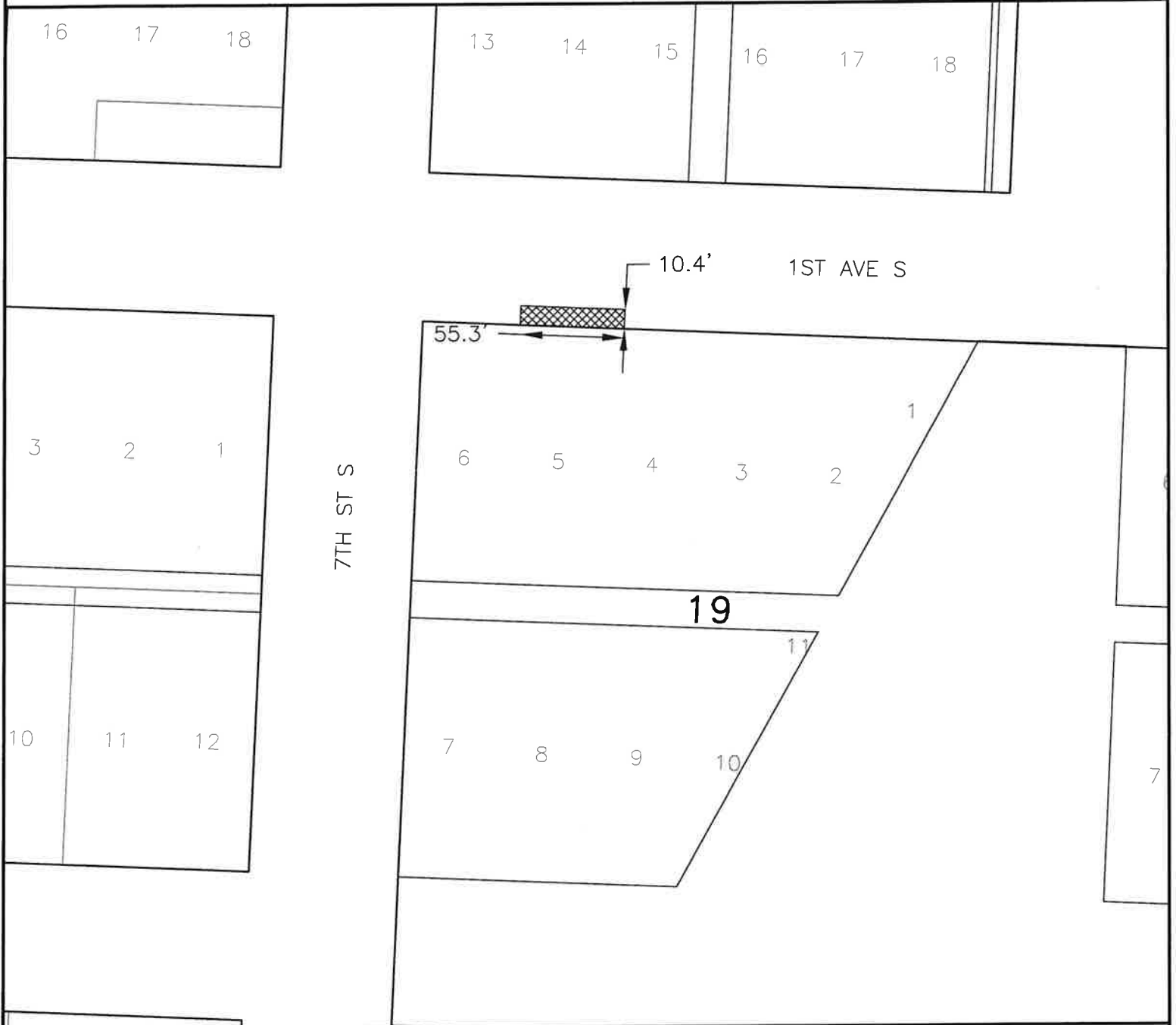
4. Park District will during any use of the accessibility ramp use due care to protect city streets, utilities and all other public property.

5. All terms and conditions provided in the Encroachment Agreement shall apply equally to this Addendum. Except as modified herein, all other terms and conditions of the Encroachment Agreement shall remain unchanged and in full force and effect.

6. It is specifically agreed between the parties that a copy of this Addendum may be recorded.

(Signatures on following pages)

ENCROACHMENT AREA = 



OWNER: PARK DISTRICT OF FARGO

LEGAL DESCRIPTION: COMMENCING IN THE NORTHWEST CORNER OF BLOCK 19 OF ORIGINAL TOWNSITE, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; THENCE EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 19 A DISTANCE OF 53.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE EASTERLY A DISTANCE OF 55.30 FEET; THENCE N02°29'16"E A DISTANCE OF 10.40 FEET; THENCE N87°32'04"W A DISTANCE OF 55.30 FEET; THENCE S02°29'16"W A DISTANCE OF 10.40 FEET TO THE POINT OF BEGINNING

SAID TRACT CONTAINS 575 SQUARE FEET, MORE OR LESS

DESCRIPTION BY CITY OF FARGO ENGINEERING DEPARTMENT - CITY OF FARGO COORDINATE SYSTEM

COVER SHEET
CITY OF FARGO PROJECTS



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

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

SIDEWALK & SHARED USE PATH CONSTRUCTION

Project No. SN-24-A1

Call For Bids	<u>Performed by NDDOT</u>	<u>, 2024</u>
Advertise Dates	<u>Performed by NDDOT</u>	<u>, 2024</u>
Bid Opening Date	<u>November 15 (NDDOT)</u>	<u>, 2024</u>
Substantial Completion Date	<u>September 12</u>	<u>, 2025</u>
Final Completion Date	<u>October 15</u>	<u>, 2025</u>
<u>N/A</u>	PWPEC Report (Attach Copy) (Part of the 2024 CIP)	
<u>X</u>	Engineer's Report (Attach Copy)	
<u>N/A</u>	Direct City Auditor to Advertise for Bids (To be bid by NDDOT)	
<u>N/A</u>	Bid Quantities (Attach Copy for Auditor's Office Only)	
<u>N/A</u>	Notice to Property Owners (Doug Durgin)	

Project Engineer Eric Hodgson

Phone No. (701) 241-1545

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

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

ENGINEER'S REPORT
 SIDEWALK & SHARED USE PATH CONSTRUCTION
 PROJECT NO. SN-24-A1

Nature & Scope

The City of Fargo in cooperation with the North Dakota Department of Transportation, Federal Highway Administration, and Fargo Park District is proposing an off-road shared used path improvement that would connect Harwood Drive to 40th Avenue South adjacent to River Drive South.

This project is the second of 2 projects needed to connect those two locations. The project will consist of concrete sidewalk and curb ramps.

Purpose

This project is necessary because it expands the City's pedestrian infrastructure needed to maintain proper movement patterns for the residents of Fargo.

The City of Fargo, the Fargo Park District, and Metro COG have planned for an extensive off-street system of shared use paths necessary to expand the City's pedestrian infrastructure. This project is one that has been identified by all parties to move forward.

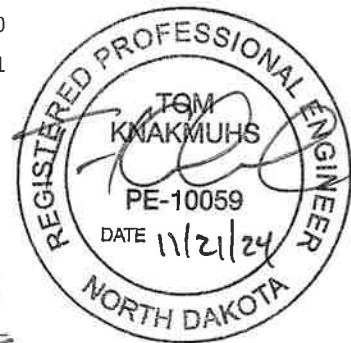
Feasibility

The estimated cost of construction is \$ 669,481.50. The project will be funded by Federal, Fargo Park District, and Infrastructure Sales Tax Funds. The cost breakdown is as follows:

<u>Construction Cost</u>	\$	669,481.50
<u>Amount Federally Funded</u>	\$	492,464.80
<u>Amount Locally Funded</u>	\$	177,016.70
Plus 4% Administration Fee:	\$	7,080.67
Plus 4% Interest Fee:	\$	7,080.67
Plus 3% Legal/Miscellaneous Fee:	\$	5,310.50
Plus 10% Contingency:	\$	17,701.67
Total Estimated Construction Cost:	\$	214,190.21
 <u>Miscellaneous Costs</u>		
Plus Land/Easements/ROW Fee:	\$	0.00
Outside Design Engineering (Estimated):	\$	116,017.00
Total Estimated Local Project Cost:	\$	116,017.00
 <u>Project Funding Summary</u>		
Federal TAP Funds	59.86%	\$ 492,464.80
Fargo Park District	20.07%	\$ 165,103.60
Infrastructure Sales Tax	20.07%	\$ 165,103.61

We believe this project to be cost effective.


 Tom Knakmuhs, P.E.
 City Engineer



10

November 21, 2024

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

Re: Recommendation of Award
City of Fargo Project No. SN-24-A1
River Drive Shared Use Path (South of 35th Ave to 40th Ave S)
NDDOT Project No. TMA-TAU-8-984(176) (PCN-23945)

Dear Commissioners:

Bids were opened by the NDDOT on Friday, November 15th 2024, for the River Drive Share Use Path project.

The bids were as follows:

Northern Improvement Company	\$ 621,667.32
Para Contracting Inc.	\$ 653,857.60
All Finish Contracting Inc.	\$ 673,783.00
Ti-Zack Concrete LLC.	\$ 738,542.97
OPP Construction LLC.	\$ 823,559.72
Engineer's Estimate	\$ 669,481.50

There are no Special Assessments associated with this project. Fargo's share of this project is \$136,176.03.

Recommended Motion

Concur with low bid and award the project to Northern Improvement Company in the amount of \$ 621,667.32 as the best bid.

Sincerely,



Tom Knakmuhs, P.E.
City Engineer

Attachments



ENGINEER'S STATEMENT OF ESTIMATED COST

Project No. SN-24-A1
TMA-TAU-8-984(176) (PCN-23945)

Shared Use Path

Adjacent to the Red River along River Drive S from 35 Ave S to 40 Ave S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:
Project # SN-24-A1 of the City of Fargo, North Dakota.

Summary of low bid by Northern Improvement Company: \$621,667.32

Line	Description	Quantity	Unit	Unit Price	Amount
Paving					
1	CONTRACT BOND	1.00	L SUM	\$ 1,800.00	\$ 1,800.00
2	CLEARING & GRUBBING	1.00	L SUM	\$ 4,800.00	\$ 4,800.00
3	REMOVAL OF CONCRETE PAVEMENT	45.00	SY	\$ 24.00	\$ 1,080.00
4	REMOVAL OF CURB & GUTTER	16.00	LF	\$ 20.00	\$ 320.00
5	REMOVAL OF PAVEMENT	42.00	TON	\$ 45.00	\$ 1,890.00
6	COMMON EXCAVATION-TYPE C	176.00	CY	\$ 31.50	\$ 5,544.00
7	TOPSOIL	2,058.00	CY	\$ 18.00	\$ 37,044.00
8	COMMON EXCAVATION-WASTE	158.00	CY	\$ 40.00	\$ 6,320.00
13	WATER	35.00	M GAL	\$ 68.25	\$ 2,388.75
15	SEEDING CLASS III	1.518	ACRE	\$ 3,835.00	\$ 5,821.53
16	TEMPORARY COVER CROP	1.518	ACRE	\$ 160.00	\$ 242.88
17	HYDRAULIC MULCH	3.036	ACRE	\$ 3,860.00	\$ 11,718.96
18	FIBER ROLLS 12IN	9,696.00	LF	\$ 4.65	\$ 45,086.40
19	REMOVE FIBER ROLLS 12IN	4,848.00	LF	\$ 0.35	\$ 1,696.80

Line	Description	Quantity	Unit	Unit Price	Amount
23	COMMERCIAL GRADE HOT MIX ASPHALT	20.00	TON	\$ 230.00	\$ 4,600.00
25	MOBILIZATION	1.00	L SUM	\$ 32,725.00	\$ 32,725.00
27	TRAFFIC CONTROL SIGNS	306.00	UNIT	\$ 2.10	\$ 642.60
28	TYPE III BARRICADE	2.00	EA	\$ 105.00	\$ 210.00
29	SIDEWALK BARRICADE	6.00	EA	\$ 58.00	\$ 348.00
31	DELINEATOR DRUMS	4.00	EA	\$ 26.25	\$ 105.00
32	TUBULAR MARKERS	13.00	EA	\$ 6.30	\$ 81.90
35	ADJUST HYDRANT	1.00	EA	\$ 2,650.00	\$ 2,650.00
36	CURB & GUTTER MOUNTABLE-TYPE I	16.00	LF	\$ 85.00	\$ 1,360.00
48	SIDEWALK CONCRETE 5IN REINF	4,949.00	SY	\$ 88.00	\$ 435,512.00
49	SIDEWALK CONCRETE 6IN	22.00	SY	\$ 105.00	\$ 2,310.00
50	DRIVEWAY CONCRETE	47.00	SY	\$ 135.00	\$ 6,345.00
52	DETECTABLE WARNING PANELS FLAT SHEET FOR SIGNS-TYPE XI REFL	20.00	SF	\$ 55.00	\$ 1,100.00
54	SHEETING	33.00	SF	\$ 59.00	\$ 1,947.00
55	RESET SIGN PANEL	1.00	EA	\$ 82.50	\$ 82.50
56	RESET SIGN SUPPORT	1.00	EA	\$ 165.00	\$ 165.00
57	BENCH	2.00	EA	\$ 2,865.00	\$ 5,730.00
					\$ 621,667.32

Paving Total

Total Construction	\$ 621,667.32
Outside Engineering (Estimated)	\$ 116,017.00
Admin	\$ 5,168.10
Legal	\$ 5,168.10
Interest	\$ 3,876.08
Contingency	\$ 12,920.25
Total Estimated Costs	\$ 764,816.85
Federal	\$ 492,464.80
Sales Tax	\$ 136,176.03
Park District	\$ 136,176.02

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

Date: 11/20/24



Tom Knakmuhs, P.E.
City Engineer





PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-E1 Type: Negative Final Balancing Change Order #5
Location: 8th St S, 9th - 13th Ave, 10th Ave S, 7th - 9th St, 12th Ave S, 7th - 9th St Date of Hearing: 11/18/2024

Routing Date
City Commission 11/25/2024
PWPEC File X
Project File Brian Skanson

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, related to Negative Final Balancing Change Order #5 in the amount of \$-72,492.23 to reconcile the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #5 in the amount of \$-72,492.23, which brings the total contract amount to \$3,845,635.03.

On a motion by Steve Sprague, seconded by Susan Thompson, the Committee voted to recommend approval of Negative Final Balancing Change Order #5 to Border States Paving Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #5 in the amount of \$-72,492.23, which brings the total contract amount to \$3,845,635.03 to Border States Paving Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Rows include Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Brenda Derrig, Assistant City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Tom Knakmuhs, City Engineer; Susan Thompson, Finance Director.

ATTEST:

C: Kristi Olson

Handwritten signature of Tom Knakmuhs, P.E. City Engineer



CHANGE ORDER REPORT

**PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-E1**

ON 8 ST S FROM 9 AVE S TO 13 AVE S. ON 10 AVE S FROM 9 ST S TO 7 ST S. ON 12 AVE S FROM 9 ST S TO 7 ST S.

Final Balancing
Change Order

Change Order No 5 **Change Order Date** 11/7/2024
Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 5
 Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	Remove Manhole	EA	4		4	1	5	\$1,590.00	\$1,590.00
	2	Remove Pipe All Sizes All Types	LF	841		841	25	866	\$31.80	\$795.00
	3	Remove Pipe Asbestos Cement	LF	15		15	-11.5	3.5	\$106.00	-\$1,219.00
	4	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1		1	-1	0	\$1,030.00	-\$1,030.00
	6	Clean Pipe All Sizes All Types	LF	1045		1045	17	1062	\$6.35	\$107.95
	7	Rem & Repl Casting - Self Leveling	EA	1		1	-1	0	\$2,120.00	-\$2,120.00
	10	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	890		890	242.78	1132.78	\$117.00	\$28,405.26
	11	Bore Pipe SDR 26 - 6" Dia PVC	LF	380		380	-380	0	\$84.90	-\$32,262.00
	12	F&I Pipe w/GB SDR 26 - 18" Dia PVC	LF	15		15	4.75	19.75	\$318.00	\$1,510.50
	13	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	1333		1333	-130.2	1202.8	\$191.00	-\$24,868.20
	14	Connect Sewer Service	EA	44		44	1	45	\$1,590.00	\$1,590.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer	24	Remove Manhole	EA	5	0	4	2	6	\$1,170.00	\$2,340.00
	26	Remove Pipe All Sizes All Types	LF	1119		1119	-229.7	889.3	\$15.90	-\$3,652.23
	27	Repair Manhole Floor & Invert	EA	2		2	-2	0	\$2,460.00	-\$4,920.00
	30	Connect Pipe to Exist Pipe	EA	8		8	-5	3	\$2,120.00	-\$10,600.00
	31	F&I Pipe w/GB 12" Dia Reinf Conc	LF	1257		1257	-33.8	1223.2	\$106.00	-\$3,582.80
32	F&I Pipe w/GB 15" Dia Reinf Conc	LF	495		495	-3.07	491.93	\$111.00	-\$340.77	
33	F&I Pipe w/GB 18" Dia Reinf Conc	LF	241		241	-0.5	240.5	\$117.00	-\$58.50	
34	F&I Pipe w/GB 21" Dia Reinf Conc	LF	46.5		46.5	3	49.5	\$127.00	\$381.00	
Storm Sewer Sub Total - \$20,433.30										
Water Main	35	Remove Pipe All Sizes All Types	LF	1445		1445	-185	1260	\$21.20	-\$3,922.00
	36	F&I Fittings C153 Ductile Iron	LB	1605		1605	158	1763	\$13.30	\$2,101.40
	37	F&I Hydrant	EA	4		4	1	5	\$7,850.00	\$7,850.00
	38	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	500		500	-500	0	\$5.30	-\$2,650.00
	40	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	135		135	-12.32	122.68	\$122.00	-\$1,503.04
	41	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2650		2650	-10.93	2639.07	\$138.00	-\$1,508.34
	42	F&I Gate Valve 6" Dia	EA	9		9	-1	8	\$3,130.00	-\$3,130.00
	43	F&I Gate Valve 8" Dia	EA	5		5	4	9	\$3,500.00	\$14,000.00
44	Bore Pipe 1" Dia Water Service	LF	350		350	-342	8	\$69.00	-\$23,598.00	

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	45	Bore Pipe 1.5" Dia Water Service	LF	100		100	-100	0	\$79.60	-\$7,960.00
	46	F&I Pipe w/GB 1" Dia Water Service	LF	850		850	215.7	1065.7	\$79.60	\$17,169.72
	47	F&I Pipe w/GB 1.5" Dia Water Service	LF	100		100	-17.8	82.2	\$86.00	-\$1,530.80
	48	Rem & Repl CS & Box 1" Dia	EA	44		44	-3	41	\$1,170.00	-\$3,510.00
	50	Connect Water Service	EA	44		44	-1	43	\$876.00	-\$876.00
	51	Furnish Temp Water Svc	EA	44		44	-2	42	\$1,590.00	-\$3,180.00
				Water Main Sub Total						-\$12,247.06
Paving	52	F&I Pavement 8" Thick Reinf Conc	SY	120		120	-17.5	102.5	\$167.00	-\$2,922.50
	55	Remove Curb & Gutter	LF	5658		5658	8	5666	\$3.95	\$31.60
	56	Remove Sidewalk All Thicknesses All Types	SY	3012		3012	-161	2851	\$8.80	-\$1,416.80
	57	Remove Driveway All Thicknesses All Types	SY	815		815	237.3	1052.3	\$13.40	\$3,179.82
	58	F&I Casting Water Service	EA	1		1	2	3	\$292.00	\$584.00
	59	Boulevard Grading	SY	8300		8300	-44	8256	\$6.00	-\$264.00
	60	Subgrade Preparation	SY	12115		12115	-3303	8812	\$2.50	-\$8,257.50
	61	F&I Woven Geotextile	SY	12115		12115	-3303	8812	\$2.00	-\$6,606.00
	62	F&I Class 5 Agg - 8" Thick	SY	12115		12115	2648	14763	\$12.00	\$31,776.00
	63	F&I Edge Drain 4" Dia PVC	LF	5700		5700	-47.75	5652.25	\$15.00	-\$716.25
	64	F&I Curb & Gutter Standard (Type II)	LF	5700		5700	3.1	5703.1	\$38.20	\$118.42
	65	F&I Sidewalk 4" Thick Reinf Conc	SY	2880		2880	-206.9	2673.1	\$85.00	-\$17,586.50
	66	F&I Sidewalk 6" Thick Reinf Conc	SY	142.5		142.5	1.24	143.74	\$95.60	\$118.54

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	67	F&I Driveway 6" Thick Reinf Conc	SY	860		860	277	1137	\$96.70	\$26,785.90
	68	F&I Det Wam Panels Cast Iron	SF	288		288	20	308	\$69.00	\$1,380.00
	69	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4510		4510	92.22	4602.22	\$99.50	\$9,175.89
	70	F&I Casting - Std Manhole	EA	4		4	-4	0	\$1,550.00	-\$6,200.00
	71	Rem & Repl Casting - Self Leveling	EA	7		7	-5	2	\$2,410.00	-\$12,050.00
	72	F&I Flat MH Cover 8" Thick Reinf Conc	EA	4		4	-4	0	\$1,030.00	-\$4,120.00
	73	Casting to Grade - w/Conc	EA	27		27	1	28	\$1,060.00	\$1,060.00
	74	Casting to Grade - no Conc	EA	21		21	1	22	\$1,060.00	\$1,060.00
	76	GV Box to Grade - no Conc	EA	5		5	3	8	\$955.00	\$2,865.00
	77	Mulching Type 1 Hydro	SY	8300		8300	405	8705	\$1.60	\$648.00
	78	Seeding Type C	SY	8300		8300	405	8705	\$1.60	\$648.00
	79	Weed Control Type B	SY	8300		8300	-4159	4141	\$0.16	-\$665.44
	81	Temp Construction Entrance	EA	2		2	-2	0	\$2,230.00	-\$4,460.00
	82	Inlet Protection - New Inlet	EA	27		27	-2	25	\$212.00	-\$424.00
	83	Inlet Protection - Existing Inlet	EA	16		16	10	26	\$154.00	\$1,540.00
	86	Construction Signing	SF	25		25	-25	0	\$15.90	-\$397.50
	87	Irrigation Repair	EA	33		33	-18	15	\$1,060.00	-\$19,080.00
	88	Tree Protection	EA	90		90	-30	60	\$212.00	-\$6,360.00
								Paving Sub Total	-\$10,555.32	
Street Lights	92	Remove Feed Point	EA	3		3	-1	2	\$318.00	-\$318.00
	95	F&I Conductor #6 USE Cu	LF	7014		7014	405	7419	\$2.10	\$850.50
	96	F&I Innerduct 1.5" Dia	LF	2432		2432	356	2788	\$8.15	\$2,901.40
	97	F&I Pull Box	EA	12		12	-3	9	\$1,860.00	-\$5,580.00
	98	Remove Pull Box	EA	9		9	-4	5	\$106.00	-\$424.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Signing	100	F&I Sign Assembly	EA	24		24	-16	8	\$63.70	-\$1,019.20
	101	F&I Sign Assembly & Anchor	EA	21		21	16	37	\$111.00	\$1,776.00
	102	F&I Diamond Grade Cubed	SF	116.7		116.7	-0.7	116	\$22.80	-\$15.96
	103	F&I High Intensity Prismatic	SF	74		74	3	77	\$24.40	\$73.20
								Signing Sub Total		\$814.04

Street Lights Sub Total

Summary

Source Of Funding

Net Amount Change Order # 5 (\$) Special Assessment

Previous Change Orders (\$) -\$72,492.23

Original Contract Amount (\$) \$76,373.55

Total Contract Amount (\$) \$3,841,753.71

\$3,845,635.04

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

CONTRACT DATES

Current Substantial Completion Date

10/13/2023

Current Final Completion Date

11/12/2023

Additional Days Substantial Completion

0

Additional Days Final Completion

361

New Substantial Completion Date

10/13/2023

New Final Completion Date

11/7/2024

Interim Completion Dates

New Interim Completion Date #1

Current Interim Completion Date #1

APPROVED

For Contractor

Title

Digitally signed by Matthew Ketterling
Date: 2024.11.08 08:34:05-0500

Matt Ketterling

Project Manager

APPROVED DATE

Department Head

Mayor

Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

12

Improvement District No. BN-23-F1

Type: Change Order #3

Location: Dakota Commerce Center North Addition

Date of Hearing: 11/18/2024

<u>Routing</u>	<u>Date</u>
City Commission	11/25/2024
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, related to Change Order #3 in the amount of \$1,631.50 to modify two storm sewer manholes to reflect the proposed curb elevation.

Staff is recommending approval of Change Order #3 in the amount of \$1,631.50, which increases the total contract amount to \$10,561,025.53 to Dakota Underground.

On a motion by Steve Sprague, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #3 in the amount of \$1,631.50 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$1,631.50 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Reclamation Funds & Special Assessment

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Donald Kress
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jason Satterlund, Project Manager

Date: November 13, 2024

Re: Improvement District No. BN-23-F1 – Change Order #3

Background:

Improvement District No. BN-23-F1 is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Dakota Underground is the Prime Contractor on this project.

Change Order #3 is to modify two storm sewer manholes to reflect the proposed curb elevation.

No additional days are required to complete the work.

Recommended Motion:

Approve Change Order No. 3 for the storm sewer modifications in the amount of \$1,631.50.

Original Completion Dates	Revised Previously	Revised This Memo
Milestone 1 – 21 Consecutive Working Days Milestone 2- November 2, 2024 Milestone 3 – December 13, 2024 Milestone 4 – May 1, 2025 Substantial – July 1, 2025 Final – August 1, 2025	Milestone 1 – unchanged Milestone 2- November 2, 2024 Milestone 3 – Dec. 13, 2024 Milestone 4 – May 1, 2025 Substantial – July 1, 2025 Final – August 1, 2025	No changes required.

JTS/klb
 Attachments



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-F1

ON 48TH AVENUE NORTH BETWEEN COUNTY HIGHWAY 81 AND 37TH STREET
 NORTH. ON COUNTY HIGHWAY 81 FROM 44TH AVENUE NORTH TO 48TH AVENUE
 NORTH. ON 41ST STREET NORTH FROM 48TH AVENUE NORTH TO 1100' NORTH. ON
 37TH STREET NORTH FROM 46TH AVENUE NORTH TO 950' NORTH OF 48TH AVENUE
 NORTH.

Change Order No 3 **Change Order Date** 11/12/2024
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 3

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 3	62	Modify Manhole	EA	0	0	0	2	2	\$815.75	\$1,631.50
									Change Order 3 Sub Total	\$1,631.50

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, Water Reclamation

\$1,631.50

\$403,346.47

\$10,156,047.56

\$10,561,025.53

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

Jared Heller

Dakota Underground Company

Project Manager

APPROVED

For Contractor

Title

APPROVED DATE

Department Head

Mayor

Attest



10/29/2024

BN 23-F1

Description

Inlets 17..2 and 16.2 were designed incorrectly. Had to field cut 48" barrel down 1.6' and 1.3' to get proper grade

Employee	Rate	Hours	Amount
Kurt Dwyer	\$96.75	1.5	\$145.13
Jace Rognlie	\$72.00	1.5	\$108.00
Gaven Lenoue	\$56.25	1.5	\$84.38
John Lafromboise	\$63.00	1.5	\$94.50
Marty Wokasch	\$94.50	2	\$189.00
Cruz Kemmer	\$58.50	3	\$175.50
Rob Staiger	\$72.00	3	\$216.00

Equipment	Rate	Hours	Amount
Water Truck	\$40.10	3	\$120.30
323 Excavator	\$99.60	1.5	\$149.40
(2) Pickups	\$27.48	3.5	\$96.18

subtotal \$1,012.50

Total Equipment \$365.88

+ 25% profit & overhead

\$253.13

Total Labor

\$1,265.63

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			\$0.00
-			
-			
-			
-			
-			
-			
-			

subtotal \$0.00

+ 25% profit & overhead

\$0.00

Total Material \$0.00

Total \$1,631.51



November 20, 2024

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

**Re: Memorandum of Offer to Landowner
Permanent Easement – Improvement District #BR-25-B1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #BR-25-B1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Nicholas and Antonia Wickersham** in association with Improvement District #BR-25-B1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jason Leonard
Kasey McNary

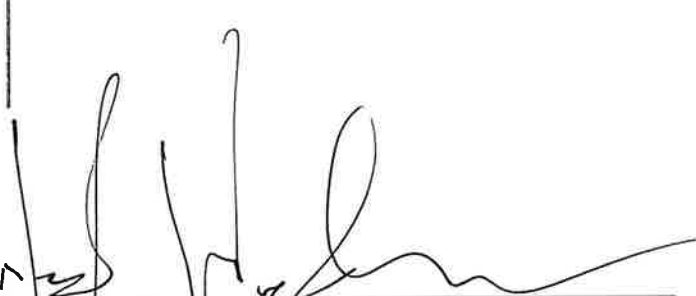
Project BR-25-B1	County Cass	Parcel(s) 01-2400-03000-000
Landowner Antonia & Nicholas Wickersham		
Mailing Address 615 10th AVE S Fargo, ND 58103		

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

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 2,173.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	<u> </u>
Easement and Access Control	\$	<u>2,173.00</u>
Improvements on Right of Way*	\$	<u> </u>
Damages to Remainder	\$	<u> </u>
Total Offer	\$	<u>2,173.00</u>

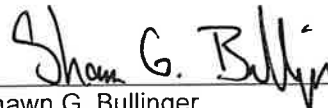
*Description of Damages to Remainder are as follows:



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



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



Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Sidewalk)

KNOW ALL MEN BY THESE PRESENTS that **Nicholas Wickersham and Antonia Wickersham**, hereinafter referred to collectively as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a sidewalk and associated improvements, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in Lots 1, 23, and 24, Block V, CHA's A. ROBERTS' ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The westerly 4.5 feet of said Lots 1, 23, and 24.

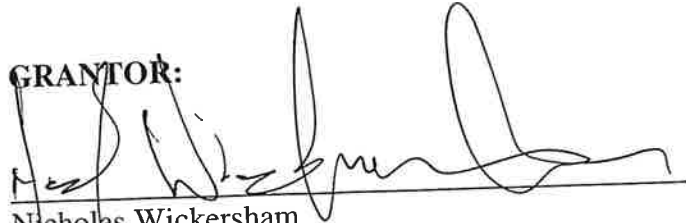
Said tract contains 338 square feet, more or less.

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.

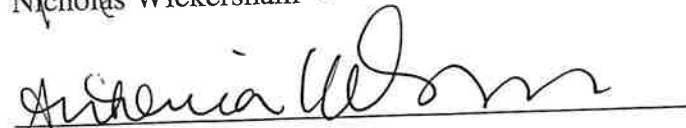
Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said sidewalk and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above described premises, and Grantor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

[Signature pages to follow]

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

GRANTOR:


Nicholas Wickersham



Antonia Wickersham

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2024, before me, a notary public in and for said county and state, personally appeared **Nicholas Wickersham** and **Antonia Wickersham**, to me known to be the persons who are described in, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Justin W. Zastrow (LS 27985)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th Street North
Fargo ND 58102
(701) 476-6796

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

14

November 20, 2024

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

**Re: Memorandum of Offer to Landowner
Permanent Easement – Improvement District #BR-25-B1**

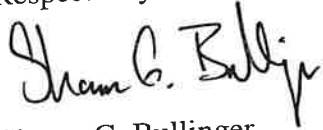
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #BR-25-B1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Jason E. Ruen & Ann Marie Persico** in association with Improvement District #BR-25-B1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jason Leonard
Kasey McNary


Project BR-25-B1	County Cass	Parcel(s) 01-2400-02990-000
Landowner Jason E Ruen & Ann Marie Persico		
Mailing Address 916 7th ST S Fargo, ND 58103		

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

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 2,173.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$		
Easement and Access Control	\$	2,173.00	
Improvements on Right of Way*	\$		
Damages to Remainder	\$		
Total Offer			\$ <u>2,173.00</u>


*Description of Damages to Remainder are as follows:



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



 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo



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

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

Timothy J. Mahoney

 MAYOR

 SIGNATURE

 DATE

PERMANENT EASEMENT
(Sidewalk)

KNOW ALL MEN BY THESE PRESENTS that **Jason E. Ruen and Ann Marie Persico**, hereinafter referred to collectively as "Grantor", for and in consideration of the sum of **One and no/100 Dollars (\$1.00)** and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a sidewalk and associated improvements, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in **Lots 20 through 22, Block V, CHA's A. ROBERTS' ADDITION** to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The westerly 4.5 feet of said Lots 20 through 22.

Said tract contains 338 square feet, more or less.

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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 20th day of November, 2024.

GRANTOR:

Jason E. Ruen

Jason E. Ruen

Ann Marie Persico

Ann Marie Persico

STATE OF NORTH DAKOTA)

COUNTY OF CASS)

On this 20 day of NOVEMBER, 2024, before me, a notary public in and for said county and state, personally appeared **Jason E. Ruen** and **Ann Marie Persico**, to me known to be the persons who are described in, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2025

Shawn G. Bullinger

Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Justin W. Zastrow (LS 27985)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th Street North
Fargo ND 58102
(701) 476-6796

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

15

November 20, 2024

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

**Re: Memorandum of Offer to Landowner
Permanent Easement – Improvement District #BR-25-B1**

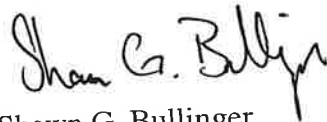
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #BR-25-B1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Andrew D. and Janna J. Sagvold** in association with Improvement District #BR-25-B1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jason Leonard
Kasey McNary

Project BR-25-B1	County Cass	Parcel(s) 01-2400-02980-000
Landowner Andrew D & Janna J Sagvold		
Mailing Address 910 7th ST S Fargo, ND 58103		

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


[Empty box for project description]


I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,929.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

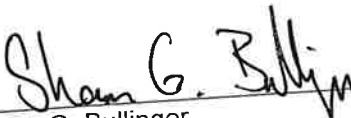
Land	\$ _____
Easement and Access Control	\$ <u>1,929.00</u>
Improvements on Right of Way*	\$ _____
Damages to Remainder	\$ _____
Total Offer	\$ <u>1,929.00</u>

*Description of Damages to Remainder are as follows:

[Empty box for description of damages to remainder]


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


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


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney
 MAYOR

 SIGNATURE

 DATE

PERMANENT EASEMENT
(Sidewalk)

KNOW ALL MEN BY THESE PRESENTS that **Andrew D. Sagvold and Janna J. Sagvold**, hereinafter referred to collectively as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a sidewalk and associated improvements, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in Lots 17 through 19, Block V, CHA's A. ROBERTS' ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The westerly 4.0 feet of said Lots 17 through 19.

Said tract contains 300 square feet, more or less.

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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 13th day of September, 2024.

GRANTOR:

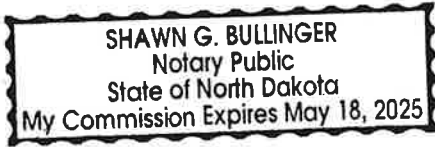
Andrew D. Sagvold
Andrew D. Sagvold

Janna J. Sagvold
Janna J. Sagvold

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 13 day of SEPT., 2024, before me, a notary public in and for said county and state, personally appeared **Andrew D. Sagvold** and **Janna J. Sagvold**, to me known to be the persons who are described in, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)



Shawn G. Bullinger
Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Justin W. Zastrow (LS 27985)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th Street North
Fargo ND 58102
(701) 476-6796

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



November 20, 2024

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

**Re: Memorandum of Offer to Landowner
Permanent Easement – Improvement District #BR-25-B1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #BR-25-B1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **James A. and Beth E. Postema** in association with Improvement District #BR-25-B1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jason Leonard
Kasey McNary

Project BR-25-B1	County Cass	Parcel(s) 01-2400-02970-000
Landowner James A & Beth E Postema		
Mailing Address 902 7th ST S Fargo, ND 58103		

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

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,929.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$ _____
Easement and Access Control	\$ <u>1,929.00</u>
Improvements on Right of Way*	\$ _____
Damages to Remainder	\$ _____
Total Offer	\$ <u>1,929.00</u>

*Description of Damages to Remainder are as follows:

James A. Postema
Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Beth E. Postema
Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Sidewalk)

KNOW ALL MEN BY THESE PRESENTS that **James A. Postema and Beth E. Postema**, hereinafter referred to collectively as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a sidewalk and associated improvements, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in Lots 14 through 16, Block V, **CHA's A. ROBERTS' ADDITION** to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The westerly 4.0 feet of said Lots 14 through 16.

Said tract contains 300 square feet, more or less.

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

[Signature pages to follow]

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

GRANTOR:

James A. Postema
James A. Postema

Beth E. Postema
Beth E. Postema

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 18th day of September, 2024, before me, a notary public in and for said county and state, personally appeared **James A. Postema** and **Beth E. Postema**, to me known to be the persons who are described in, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)



Megan Lass
Notary Public
My Commission Expires: 10-20-24

17

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

November 21, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-25-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, November 20, 2024, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-25-B1, located at 9th Avenue South from 5th Street to 8th Street, 10th Avenue South from 5th Street to 7th Street, 6th Street South from 9th Avenue to 11th Avenue, 7th Street South from 9th Avenue to 11th Avenue.

The bids were as follows:

Dakota Underground Co., Inc.	\$4,447,028.45
Engineers Estimate	\$3,543,455.85

The only bid received exceeded the engineer's estimate by 25.5%. Engineering recommends rejecting all bids. Based on conversations with plan holders who chose not to bid, we believe that revising the phase durations to allow for additional time, coupled with rebidding the project in early 2025, will encourage multiple bids. For these reasons, we recommend that the City Commission reject all bids.

Sincerely,



Thomas Knakmuhs, PE
Assistant City Engineer



20

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: JILL PAGEL, PROCUREMENT ANALYST

RE: RENTAL UNIFORMS AND LAUNDRY SERVICES (RFP25005)
MAT AND MOP REPLACEMENT (RFP25006)

DATE: NOVEMBER 12, 2024

A Request for Proposal (RFP) was posted on October 3, 2024, seeking employee uniform rental and laundry services for several City of Fargo departments. A separate RFP was also posted for citywide mat and mop replacement services. Proposals were due on October 24, 2024, with two (2) responding proposers.

A review committee, consisting of members from Purchasing and Facilities Management, determined that both proposers met the specification required in each RFP. Vestis Services, LLC provided the overall lowest cost for both services. Vestis Services is also awarded as the preferred vendor on the North Dakota Office of Procurement and Budget (NDOMB) website, contract # 012.

Funding for this project will be split between respective departments and has been included within the 2025 budgets.

RECOMMENDED MOTION: Approve the recommendation to award Vestis Services, LLC, rental Uniform & Laundry Services and Mat & Mop Replacement Services commencing January 2, 2025, for an initial term of three (3) years.



Scoring Summary

Rental Uniforms and Laundry Services RFP25005

	Total	Qualifications and Experience	References	Schedule of Fees
Supplier	/ 100 pts	/ 40 pts	/ 20 pts	/ 40 pts
Vestis Uniforms and Workplace Supplies	88 pts	36 pts	16 pts	36 pts
Cintas Corporation	80 pts	36 pts	16 pts	28 pts

Rental Mat and Mop Replacement RFP25006

	Total	Qualifications and Experience	References	Schedule of Fees
Supplier	/ 100 pts	/ 40 pts	/ 20 pts	/ 40 pts
Vestis Uniforms and Workplace Supplies	90 pts	37.33 pts	16.67 pts	36 pts
Cintas Corporation	78 pts	37.33 pts	16.67 pts	24 pts



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: FAHR Staff meeting – Items for Commission Review/Approval
DATE: November 25, 2024

Receive & File: General Fund – Budget to Actual through October 31, 2024

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Budget Adjustments

Health - Purchase of Service Agreement from the NDDHHS
Health – Financial Support to FM Coalition to End Homelessness

Personnel

Transit – Approve City of Fargo employment offers to current City of Moorhead transit employees

Other Financial Considerations

Formal approval of various 2025 fee increases as presented during and incorporated into the 2025 Budget:

- Engineering – Dumpsters in Public Right of Way
- Engineering – Sidewalk Fees
- Strategic Planning & Research – Econ Development Fees
- Inspections – Daycare, Mechanical, Plumbing, and Sign Fees
- Storm Sewer – MS4 Erosion & Sediment Control Permit
- Health – Environmental Health Fees

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - Through October 31, 2024
 Amounts shown in thousands

	YTD Budget		YTD Actual		YTD Variance
REVENUES:					
1 Taxes	\$ 48,772	\$	46,420	\$	(2,352)
2 Licenses & Permits	5,423		5,938		515
3 Intergovernmental Revenue	19,170		18,134		(1,035)
4 Charges for Services	14,081		13,229		(852)
5 Fines & Traffic Tickets	1,326		1,267		(59)
6 Interest	3,292		6,261		2,969
7 Miscellaneous Revenue	816		650		(166)
8 Transfers In	10,946		11,026		80
Total Revenues	\$ 103,826	\$	102,925	\$	(900)
EXPENDITURES:					
9 General Government	\$ 23,204	\$	21,868	\$	1,336
10 Public Safety	41,316		39,887		1,430
11 Public Works	12,509		12,031		478
12 Health & Welfare	13,123		12,270		853
13 Culture & Recreation	4,443		4,292		150
14 Economic Development	423		190		233
15 General Support	1,234		1,128		106
16 Capital Outlay	391		870		(479)
17 Operating Transfers	3,623		3,867		(244)
18 Contingency (Salary Savings)	(451)		2		(454)
Total Expenditures	\$ 99,815	\$	96,405	\$	3,410
Revenue Over (Under) Expenditures	\$ 4,011	\$	6,520	\$	2,509

- 1** Timing w/ tax remittance; YTD mild weather resulted in lower utility Franchise Fees. Adj projection.
- 3** YTD state highway funds are trending below budget. Adj projection.
- 4** CIP fees down from budget due to project changes.
- 6** Higher interest rates than expected via budget.
- 9** Several departments with staffing vacancies.
- 10** Several departments with staffing vacancies.
- 11** Mild Jan-Mar: lower snow/street related expenses.
- 18** Est 2024 Salary Savings budgeted here; actual salary savings is reflected within specific departments.



**Report of Action:
FAHR Meeting of 11/18/2024**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Health

Description: Health requests to enter into a purchase of service agreement with NDDHHS, Behavioral Health. This agreement provides funding to allow Fargo Cass Public Health to use in increasing naloxone distribution, reduce opioid related deaths through training, and reduce stigma around Opioid Use Disorder.

Net Financial Impact: \$116,046

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the purchase of service agreement and the related 2025 budget adjustment.

25b



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

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: FINANCE COMMITTEE – NOVEMBER 18, 2024 AGENDA

DATE: NOVEMBER 14, 2024

RE: BUDGET ADJUSTMENT
NO: 810-14156 HE: HE113
FUNDS: \$879,138
EXPIRES: 09/29/2027

The attached Purchase of Service Agreement from the NDDHHS, Behavioral Health Division is for funds that Fargo Cass Public Health will use to increase naloxone distribution, reduce opioid related deaths by providing training, and reducing stigma around Opioid Use Disorder.

2025 BUDGET ADJUSTMENT

REVENUE

101-0000-334-10-53	State Opioid Response	\$116,046.00
---------------------------	------------------------------	---------------------

Thank you for your consideration please move to approve the purchase of service agreement and the budget adjustment.

Jenn Faul
Director of Public Health

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Fargo Cass Public Health
REQUESTED BY: Jenn Faul **PROJECT NUMBER :** HE113
DATE PREPARED: 11/4/2024
DESCRIPTION OF REQUEST: 2025 R

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-334-10-53	2025 \$ 177,000	\$ 116,046	\$ 293,046
		+	= \$ -
		+	= \$ 293,046
TOTAL REVENUE ADJUSTMENTS:		\$ 116,046	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____
COMMISSION APPROVED ON: _____
ENTERED BY FINANCE: *Date:* _____
By: _____
BA# _____

PURCHASE OF SERVICE AGREEMENT

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

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

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from September 30, 2024, through September 29, 2027. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall provide services in a manner that are recovery-oriented, trauma-informed, and person-centered.

Vendor shall implement evidence-based strategies addressing opioid or stimulant misuse and use disorders through prevention, harm reduction, treatment, and recovery as identified in the submitted "Invitation to Apply", which is made a part of this Agreement as Attachment A, as approved by the State.

Vendor shall implement the following strategies:

- a. Increase access to naloxone through naloxone distribution with a focus on reaching individuals at high risk of experiencing an overdose.
- b. Reduce opioid overdose related deaths by providing training on the recognition of opioid overdose and appropriate use of naloxone.
- c. Reduce stigma surrounding Opioid Use Disorder (OUD) and the use of naloxone through the state opioid media campaign (Opioids: Fill with Care).
- d. Increase access to naloxone by increasing awareness of where naloxone can be obtained.

Vendor shall ensure any organization provided State Opioid Response (SOR) funding perform HIV and viral hepatitis testing as clinically indicated and referral to appropriate treatment provided to those testing positive. Vaccination for hepatitis A and B should be provided or referral made for same as clinically indicated.

Vendor shall utilize third party and other revenue realized from the provision of services to the extent possible and use Substance Abuse and Mental Health Services Administration (SAMHSA) funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.

Vendor shall ensure no duplication of funding for activities being implemented. This includes, but is not limited to, the use of local and state opioid settlement funds and other local, state, and federal funding.

Vendor shall make any necessary project modifications as deemed necessary by State.

Vendor shall coordinate with all State-funded SOR sub-recipients to support collective efforts meeting the goals and objectives of the SOR program.

Vendor shall coordinate with existing community-based organizations and programs to maximize benefit, avoid duplication, and leverage, redirect, and realign resources.

Vendor shall collaborate with State-contracted SOR evaluator to ensure all state and federal required data is collected, including the designated measures under the Government Performance and Results (GPRA) Modernization Act of 2010 for approved treatment and recovery activities (pre, follow-up, and post-activities).

Vendor shall comply with reporting deadlines as required by SAMHSA.

Vendor shall submit monthly reports to State by the 10th of each month (unless otherwise directed based on SAMHSA requirements), which may include project performance, implementation status, achievement and barriers, any changes to local strategy implementation, process and outcome measures, and other measures as identified by SAMHSA or State.

Vendor shall engage in ongoing communication with State and project evaluator for monitoring of local strategy implementation and project analysis.

By September 15, 2025, and September 15, 2026, Vendor shall complete a Continuation of Funding form to include:

- a. Summary of progress made for each implemented strategy, including success stories.
- b. Identified barriers to implementation for each strategy and efforts made to address them.
- c. Continued funding needs

By September 15, 2027, Vendor shall complete a project summary report to include the following information:

- a. Summary of progress made for each implemented strategy, including success stories.
- b. Identified barriers to implementation for each strategy and efforts made to address them.

Vendor shall participate in training and technical assistance provided by State.

Vendor shall follow all SAMHSA standard funding restrictions.

Vendor shall ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) about efforts related to this project includes the following language:

This effort is associated with North Dakota's State Opioid Response Grant (SOR), funded by the federal Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), administered through the North Dakota Department of Health and Human Services, Behavioral Health Division.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required Agreement deliverables met to date, shall pay Vendor monthly payments of \$24,420.50. Total payment under this Agreement may not exceed \$879,138. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 10 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

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

b. Early Termination in the Public Interest

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

c. Termination for Lack of Funding or Authority

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

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

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

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

d. Termination for Cause

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

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

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

5. NONPERFORMANCE

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

6. FORCE MAJEURE

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

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

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

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

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

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

9. AUTHORITY TO CONTRACT

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

10. INDEPENDENT ENTITY

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

11. INDEMNITY

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

12. INSURANCE

a. Vendor shall provide certificate of insurance and any endorsements to State electronically via to:

Name: Kyle J. Nelson
Email Address: klynelson@nd.gov
Email Subject Line: Certificate of Insurance – 810-14156

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

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- 3) Workers' compensation coverage meeting all statutory requirements.

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

- 1) 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.
- 2) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement.
- 3) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.
- 4) Vendor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

13. NOTICE

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

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

OR

ND Department of Health and
Human Services
Behavioral Health Division
600 E Boulevard Ave, Dept. 325
Bismarck, ND 58505-0250

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

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

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

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

15. SEVERABILITY

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

16. APPLICABLE LAW AND VENUE

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

17. ASSIGNMENT

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

18. SPOILIATION – PRESERVATION OF EVIDENCE

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

19. WORKS FOR HIRE

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

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

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

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

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

23. ATTORNEY FEES

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

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

Vendor is prohibited from boycotting Israel for the duration of this Agreement. (See N.D.C.C § 54-44.4-15.) Vendor represents that it does not and will not engage in a boycotting Israel during the term of this Agreement. If State receives evidence that Vendor boycotts Israel, State shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Vendor has fewer than ten full-time employees.

Vendor's failure to comply with this section may be deemed a material breach by Vendor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By _____
Timothy J. Mahoney
Mayor, City of Fargo

By Jenn Faul _____ 11/14/2024
Jenn Faul DATE

Date _____

Its Director of Public Health _____

45-6002069
Vendor's Federal Taxpayer Identification Number

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HEALTH AND
HUMAN SERVICES

By _____ DATE
SARA STOLT
DEPUTY COMMISSIONER

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

ATTACHMENT A - 2024-2027 SOR COMMUNITY IMPLEMENTATION ITA

North Dakota State Opioid Response (SOR) Grant

Community Implementation

INVITATION TO APPLY (ITA)



Behavioral Health
HEALTH & HUMAN SERVICES

CONTENTS

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FUNDING OPPORTUNITY DESCRIPTION

ELIGIBLE APPLICANTS

Invitation to Apply (ITA) forms will be accepted from North Dakota Local Public Health Units (LPHUs).

PROGRAM BACKGROUND AND GOALS OF PROGRAM

The State Opioid Response (SOR) program aims to address the opioid crisis by increasing access to medication-assisted treatment using the three FDA-approved medications for the treatment of opioid use disorder (MOUD), and for supporting the continuum of prevention, harm reduction, treatment, and recovery support services for opioid use disorder (OUD) and other concurrent substance use disorders. The SOR program also supports the continuum of care for stimulant misuse and use disorders, including for cocaine and methamphetamine. The SOR program aims to help reduce unmet treatment needs and opioid-related overdose deaths across America.

North Dakota SOR Program Goals:

1. Prevent substance (mis)use (specifically focused on opioids and stimulants).
2. Reduce harm related to opioids and stimulants.
3. Improve access to evidence-based treatment.
4. Increase access to recovery support services.

The purpose of this Community Implementation ITA is to support communities across the state to address local needs and gaps throughout the continuum of care specific to the opioid crisis, while also addressing stimulant misuse and use disorders.

CONTRACT DATES

The contract will run from September 30, 2024 to September 29, 2027. This will be contingent upon BHD receiving continued SOR funding annually.

EXPECTATIONS/SCOPE OF WORK

Vendor shall provide services in a manner that is recovery-oriented, trauma-informed, and person-centered.

Learn more with the following links:

- [Trauma-Informed](#)
- [Recovery-Oriented](#)
- [Person-Centered](#)
- [Integrated](#)

Vendor shall implement evidence-based strategies addressing opioid or stimulant misuse and use disorders through prevention, harm reduction, treatment, and recovery as identified in the submitted "Invitation to Apply", as approved by the STATE.

Vendor shall implement the following strategies:

1. Increase access to naloxone through naloxone distribution with a focus on reaching individuals at high risk of experiencing an overdose.
2. Reduce opioid overdose related deaths by providing training on the recognition of opioid overdose and appropriate use of naloxone.

3. Reduce stigma surrounding Opioid Use Disorder (OUD) and the use of naloxone through the state opioid media campaign (Opioids: Fill with Care).
4. Increase access to naloxone by increasing awareness of where naloxone can be obtained.

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Vendor shall utilize third party and other revenue realized from the provision of services to the extent possible and use SAMHSA funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.

Vendor shall ensure no duplication of funding for activities being implemented. This includes but is not limited to the use of local and state opioid settlement funds and other local, state, and federal funding.

Vendor shall make any necessary project modifications as deemed necessary by STATE.

Vendor shall coordinate with all STATE-funded SOR sub-recipients to support collective efforts meeting the goals and objectives of the SOR program.

Vendor shall coordinate with existing community-based organizations and programs to maximize benefit, avoid duplication and leverage, redirect, and realign resources.

Vendor shall collaborate with STATE-contracted SOR evaluator to ensure all state and federal required data is collected, including the designated measures under the Government Performance and Results (GPRA) Modernization Act of 2010 for approved treatment and recovery activities (pre, follow-up, and post-activities).

Vendor shall comply with reporting deadlines as required by the Substance Abuse and Mental Health Services Administration (SAMHSA).

Vendor shall submit monthly reports to STATE by the 10th of each month (unless otherwise directed based on SAMHSA requirements), which may include project performance, implementation status, achievement and barriers, any changes to local strategy implementation, process and outcome measures, and other measures as identified by SAMHSA or STATE

Vendor shall engage in ongoing communication with STATE and project evaluator for monitoring of local strategy implementation and project analysis.

By September 15, 2025 and September 15, 2026, Vendor shall complete a Continuation of Funding form to include:

- Summary of progress made for each implemented strategy, including success stories.
- Identified barriers to implementation for each strategy and efforts made to address them.
- Continued funding needs

By September 15, 2027, Vendor shall complete a project summary report to include the following information:

- Summary of progress made for each implemented strategy, including success stories.
- Identified barriers to implementation for each strategy and efforts made to address them.

Vendor shall participate in training and technical assistance provided by STATE.

Vendor shall follow all SAMHSA standard funding restrictions.

Vendor shall ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) about efforts related to this project includes the following language:

- *This effort is associated with North Dakota's State Opioid Response Grant (SOR), funded by the federal Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), administered through the North Dakota Department of Health and Human Services, Behavioral Health Division.*

FUNDING AVAILABILITY AND DISTRIBUTION

Total available funding for Community Implementation is approximately **\$1,800,000 per year**. This funding is contingent upon North Dakota being awarded the State Opioid Response (SOR) grant from SAMHSA. As of 8/19/2024, BHD has not received an official award but anticipates receiving an award.

Distribution of funding will be based on the identified needs of each community and how well strategy implementation will meet the needs of each community.

ITA SUBMISSION INFORMATION

DEADLINE FOR ITA SUBMISSION

Applicants must submit completed *Invitation to Apply (ITA)* form by **September 18, 2024** to Amy Lies at amlies@nd.gov. A response will be provided upon receipt of an ITA. If you do not receive a response within 2 business days, please reach out to Amy Lies.

Schedule	Dates	Time (CT)
Invitation to Apply submission deadline	September 18, 2024	5:00PM
Approximate date of Notification of Award	September 30, 2024	
Contract start	September 30, 2024	
Contract end	September 29, 2027	

REVIEW PROCESS

Completed ITAs will be reviewed by the Behavioral Health Division. Allow up two weeks following the application deadline for notice of award.

BHD CONTACT INFORMATION

Please contact Amy Lies with any questions.

Email: amlies@nd.gov

Phone: [701-328-8933](tel:701-328-8933)





Main BHD office: [701-328-8920](tel:701-328-8920)

INVITATION TO APPLY (ITA) – GUIDANCE

In 2023, the Substance Abuse and Mental Health Services Administration (SAMHSA) released the *Opioid-Overdose Reduction Continuum of Care Approach (ORCCA) Practice Guide*. The guide includes a menu of evidence-based practices for reducing opioid overdose deaths and real-world tips for implementing the evidence-based practices. We encourage you to view the guide and utilize it to plan for implementation of strategies that address the needs in your community. Below are some highlights from the guide. You can access the full guide here: [Opioid-Overdose Reduction Continuum of Care Approach \(ORCCA\) Practice Guide 2023 \(samhsa.gov\)](https://www.samhsa.gov/orcca).

In 2023, SAMHSA also release the *Engaging Community Coalitions to Decrease Opioid Overdose Deaths Practice Guide 2023*. You can access the guide here: [Engaging Community Coalitions to Decrease Opioid Overdose Deaths Practice Guide 2023 \(samhsa.gov\)](https://www.samhsa.gov/engaging-community-coalitions).

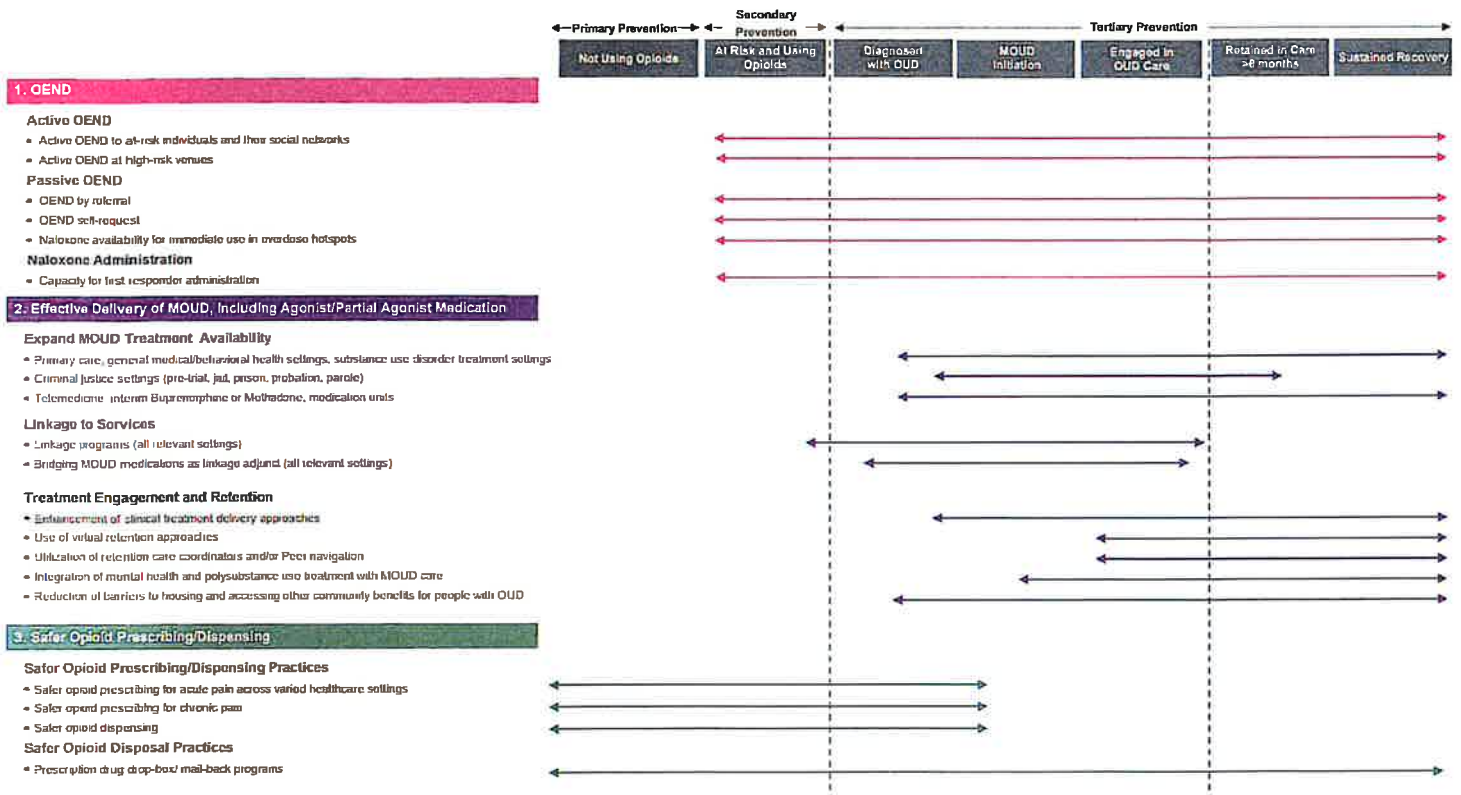
Tips for data-driven strategy selection

- | | | | |
|--|--|---|--|
| 
1. Engage community experts | 
2. Conduct a community assessment | 
3. Identify priority populations
(people at higher risk of opioid overdose) | 
4. Prioritize settings
(settings used by priority populations) |
|--|--|---|--|

 **Higher risk populations** include people who:

- have had a prior opioid overdose;
- have reduced opioid tolerance (e.g., from completing medically supervised or socially managed withdrawal or upon release from institutional setting such as jail, residential treatment, or hospital);
- use other substances (e.g., alcohol, benzodiazepines, cocaine, or amphetamine-like substances);
- have OUD and major mental illness (e.g., major depression, bipolar disorder, schizophrenia, anxiety disorders);
- have OUD and major medical illness (e.g., cirrhosis, chronic renal insufficiency, chronic obstructive pulmonary disease, asthma, sleep apnea, congestive heart failure; infections related to drug use); or
- inject drugs.

Figure 1. The HEALing Communities Study Opioid-Overdose Reduction Continuum of Care Approach with Sample Strategies



INVITATION TO APPLY (ITA) - FORM

Contact Information				
Name of Local Public Health Unit	Fargo Cass Public Health			
Phone Number	701-241-1360			
Address	Physical	1240 25 St S, Fargo ND 58103	Mailing	1240 25 St S, Fargo, ND 58103
Community Implementation Coordinator	Name	Robyn Litke Sall	Email	rlitkesall@fargond.gov
Community Implementation Fiscal contact	Name	Melissa Perala	Email	mperala@fargond.gov
Other contact	Title		Name	
	Email			

State Goal 1: Prevent opioid and stimulant (mis)use
Answer the following questions and use it to guide the selection of prevention strategy implementation.
What is your community doing well in terms of opioid or stimulant prescription medication safety? What safety concerns does your community have?
<p>Fargo Cass Public Health (FCPH) home health nurses participate in the ONE program. Through this program, they assess and educate patients on opioid prescription medication safety. They provide lock boxes to patients to secure their medications, as well as Detera medication disposal pouches). Eleven Cass County pharmacies also participate in the ONE program, whereby pharmacists assess and educate patients on opioid prescription medication safety. FCPH provided medication safety flyers and Detera pouches at several community events each year. FCPH has several community partners that help distribute Detera pouches. Valley Triad, a senior citizen's safety group distributes them to attendees at quarterly safety seminars. Valley Senior Services, North Dakota School for the Deaf Adult Resource Center, and Fraser Transitional Youth Services all provide Detera pouches to their clients. Detera pouches are also available at a Fargo and West Fargo relief shop sponsored by Life Cares Unite Foundation. The relief shops provide hygiene products for those in need. Southern Valley Fire and Rescue in Horace, and the West Fargo Fire Department distribute Detera pouches to citizens. A parish nurse also provides them to parishioners at three rural Cass County churches. The community has many medication take back locations at law enforcement centers and pharmacies. There are four take back locations at law enforcement centers including the Fargo and West Fargo police departments, the Cass County Courthouse, and the Cass County Law Enforcement Center. The number of pharmacies that offer medication take back is 23. The opioid treatment program, Community Medical Services, also provides medication take back.</p>
Does your community have a coalition? If so, what is the focus? If not, what are the barriers to having one?

Yes, the Red River Recovery Initiative is a coalition of community partners from Cass County, and neighboring Clay County, MN. The focus of the coalition is opioid response, with the specific goal of reducing overdoses. Coalition members plan, implement and assess community response strategies. The coalition uses the ODMAP, an overdose detection and mapping application program from the Drug Enforcement Agency's High Intensity Drug Trafficking Area program, and other local data sources to assess and improve response strategies, as well as conduct fatality reviews.

What opportunities are available to implement prevention in your community including strategies to reach youth and young adults?
 Opportunities to implement prevention that reaches youth and young adults in our community are available by working with community partners who serve youth and young adults.

Planning and implementation

Select each strategy you plan to implement		Amount of funding to implement strategy
<input type="checkbox"/>	Promote medication safety by partnering with local law enforcement to host drug Take Back event(s), establish drug Take Back locations, and/or promote drug Take Back events and locations	
<input checked="" type="checkbox"/>	Promote medication safety by distributing safe medication disposal products (DisposeRX and/or Deterra bags) <i>*These products are supplied by BHD and do not need to be included in your funding request</i>	\$5,740
<input type="checkbox"/>	Increase prescription medication safety by facilitating academic detailing related to evidence-based prescribing practices and alternative pain management options (academic detailing is an evidence-based method focused on clinician education and behavior change)	
<input type="checkbox"/>	Use evidence-based practices to increase knowledge of school-aged and/or transitional aged youth on the harms associated with opioids and stimulants, on safe medication practices, and on the dangers of counterfeit pills <i>*BHD must review any curriculum or program prior to implementation</i>	
<input checked="" type="checkbox"/>	Enhance community engagement through building and maintaining a community coalition focused on community health and wellness including decreasing opioid related deaths	\$11,490
<input type="checkbox"/>	Provide education on medication safety and harms associated with opioids through the state opioid media campaign (" <i>Opioids: Take Care, Be Aware</i> ")	
<input type="checkbox"/>	<i>*For vendors NOT receiving SUPTRS Prevention Block funds – Provide support to parents to create a safe environment for their children that promotes behavioral health while preventing substance use through the state opioid media campaign ("<i>Parents Lead</i>")</i>	

<input type="checkbox"/>	Other: Please list -	
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Total funding request to implement prevention strategies for 1 year	\$17,230
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Outline the action plan for implementation of each identified strategy from above			
Action step	Who	When	Process or outcome measure
Distribute Deterra medication disposal pouches at community events.	SOR Coordinator & FCPH staff	Several times/year	# of events # of Deterra pouches distributed
Provide Deterra medication disposal pouches to community partners for distribution to their members, clients, parishioners, and the public.	Community partners	As needed	# of community partners # of locations/groups/events Deterra pouches are distributed # of Deterra pouches distributed
Coordinate the Red River Recovery Initiative coalition.	Community Liaison	Ongoing	# of meetings coordinated # of communiques # of community partners reached
Facilitate Red River Recovery Initiative coalition meetings.	Community Liaison	Monthly	# of meetings held # of meeting attendees
Attend Red River Recovery Initiative coalition meetings.	Community Liaison and SOR Coordinator	Monthly	# of meetings attended # of staff attending

State Goal 2: Reduce harm related to opioids and stimulants
Answer the following questions and use it to guide the selection of harm reduction strategy implementation

<p>What is the rate of opioid overdoses in your community and to whom is it happening to (e.g., age group, race/ethnicity, gender)?</p> <p>According to the Cass County Coroner, there were 39 opioid-related deaths in 2023, down from 40 in 2022. The rate of opioid-related deaths per 100,000 population was 19.86, down from 20.75 in 2023. This compares to the 2022 national rate of 24.5 per 100,000 population for drug overdose deaths involving any opioid. In 2023, the Fargo Police Department responded to 135 fatal and non-fatal drug overdose calls. Of the 135 calls, 31, or 23%, were fatal and 104, or 77%, were non-fatal. The gender of overdose victims was 73% male and 27% female. The age range with the highest amount of overdoses was 25-34 years. Individuals in this age range comprised 35% of victims. Next highest was 35-44 year-olds at 27%, followed by 18-24 year-olds at 15%. The 45-54 age range comprised 10%, and 55-64 was 6%. Over 65 years was at 3%, and under 18 was 2%. The majority of overdose victims' race was white at 62%, followed by American Indian at 20%, Black at 14%, and 2% Asian. Of the victims, 4% were of Hispanic ethnicity.</p>
<p>Where are overdoses occurring (e.g., specific neighborhoods, public restrooms, at home)?</p> <p>Over 80% of the fatal overdoses occurred in two of Fargo Police Department's five beats. Fatal overdoses occurred most often in beat three, with almost half, or 14 of 31, occurring there. The borders of beat three are Main Avenue south to I-94, and I-29 east to the Red River. Next highest was beat four, which had 11 fatal overdoses. Beat four starts at I-94 and goes south to the city limits. It also borders I-29 and heads east to the Red River. The Cass County Coroner reports that drug overdose deaths are occurring in homes, hotel rooms, and hospitals.</p>
<p>Are there existing programs in your community that could offer naloxone but don't (e.g., jails, emergency departments, acute care settings, leave behind at sites of overdose, mental health and addiction treatment programs)</p> <p>What are the barriers for these programs to offer naloxone?</p>
<p>Acute care settings may not be offering naloxone to patients upon release. If not, barriers to offering naloxone need to be explored.</p>
<p>How can you reach people at highest risk of experiencing an opioid overdose to provide opioid overdose prevention education and naloxone distribution?</p>

We can reach people at highest risk of experiencing an opioid overdose to provide opioid overdose education and naloxone distribution by continuing to provide overdose education and naloxone to persons who use drugs, persons experiencing homelessness, SUD treatment patients, and incarcerated individuals.

Planning and implementation

Select each strategy you plan to implement

Required		Amount of funding to implement strategy
Required	Operate as an Opioid Overdose Prevention Education and Naloxone Distribution (OEND) program in your community. This includes: <ol style="list-style-type: none"> 1. Performing active OEND. Active OEND is proactive distribution of overdose prevention and response education and naloxone rescue kits to higher risk populations and their social networks. 2. Performing passive OEND. Passive OEND is overdose prevention and response education and naloxone rescue kit distribution to people referred by other care providers or for those seeking OEND on their own. 3. Increase awareness of where naloxone can be obtained 	\$146,720
Required	Increase knowledge on signs and symptoms of an opioid, how to effectively respond to an opioid overdose, the dangers of counterfeit pills, and reduce stigma surrounding OUD and the use of naloxone through the state opioid media campaign (" <i>Opioids: Take Care, Be aware</i> ")	\$5,740

If the LPHU currently operates a Syringe Service Program:

<input checked="" type="checkbox"/>	Increase availability of harm reduction supplies by purchasing and distributing fentanyl test strips	\$15,340
<input checked="" type="checkbox"/>	Increase availability of harm reduction supplies by purchasing and distributing xylazine test strips	\$14,230
<input checked="" type="checkbox"/>	Increase access to harm reduction supplies by purchasing and managing a harm reduction vending machine	\$12,970
<input checked="" type="checkbox"/>	Enhance existing harm reduction services	\$69,850
<input type="checkbox"/>	Reduce stigma related to harm reduction efforts through the state opioid media campaign (" <i>Opioids: Take Care, Be Aware</i> ")	
<input type="checkbox"/>	Other: Please list -	

If the LPHU does not currently operates a Syringe Service Program:

<input type="checkbox"/>	Increase access to harm reduction services by establishing a Syringe Service Program	
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<input type="checkbox"/>	Increase access to harm reduction services by partnering with existing Syringe Service Programs	
<input type="checkbox"/>	Other: Please list -	

Total funding request to implement harm reduction strategies for 1 year	\$264,850
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Outline the action plan for implementation of each selected strategy from above			
Action step	Who	When	Process or outcome measure
Distribute fentanyl test strips to SSP participants.	Harm Reduction Specialist	25 hours per week	# of strips distributed # of individuals receiving strips
Distribute fentanyl test strips thru the harm reduction vending machine.	Harm Reduction Specialist	63 hours per week	# of strips distributed # of individuals receiving strips
Purchase fentanyl test strips.	SOR Coordinator	As needed	# of strips purchased
Purchase xylazine test strips.	SOR Coordinator	As need	# of strips purchased
Distribute xylazine test strips to SSP participants.	Harm Reduction Specialist	25 hours per week	# of strips distributed # of individuals receiving strips
Distribute xylazine test strips thru the harm reduction vending machine.	Harm Reduction Specialist	63 hours per week	# of strips distributed # of individuals receiving strips
Program vending machine software.	Harm Reduction Specialist/Data Specialist	As needed	Needed changes are programmed # of new SSP participants programmed # of new DEC guests programmed
Maintain vending machine by purchasing, packaging and stocking supplies.	SOR Coordinator/ Harm Reduction Specialist/ Harm Reduction Advocate	As needed	Vending machine supplies are purchased Vending machine supplies are packaged Vending machine is stocked
Assist vending machine users.	DEC Staff	63 hours per week	# of persons assisted
Collect, track, and report vending machine data.	SOR Coordinator	Monthly	# of transactions, # of persons utilizing vending machine, # of test strips provided, # of nasal and injectable naloxone kits provided
Create and maintain an SSP participant advisory board.	Harm Reduction Specialist	By December 31, 2024	# of individuals board members recruited # of meetings # of meeting attendees

			# of program enhancements resulting from advisory board
Research and provide education on emerging trends.	SOR Coordinator/ Harm Reduction Specialist/ Harm Reduction Advocate	Ongoing, as needed	# of webinars/training/conferences on harm reduction trends staff attend # of new education topics # of education sessions/materials provided # of persons receiving education
Research and provide new supplies.	SOR Coordinator/ Harm Reduction Specialist/ Harm Reduction Advocate	Ongoing, as needed	# of webinars/training/conferences on harm reduction supplies staff attend # of new supplies # of supplies provided # of persons receiving supplies
Research and provide outreach to specific populations.	Harm Reduction Specialist	Monthly	# of webinars/training/conferences on harm reduction outreach staff attend # of times outreach provided # of persons reached # and type of populations outreach is provided to

State Goal 3: Improve access to evidence-based treatment

Answer the following questions and use it to guide the selection of treatment strategy implementation

What medication for opioid use disorder (MOUD) services already exist in your community? Is there a waiting list for these services? Is telehealth offered to access these services?

In Fargo, MOUD services are provided at Community Medical Services, an opioid treatment program (OTP), as well as Ideal Option, a clinic specializing in MOUD and medications for other substance use disorders (SUD). SUD treatment providers ShareHouse and Prairie St. John's both provide MOUD. Other community healthcare organizations also offer it including Sanford, Essentia, IMA Healthcare, Plains Medical Clinic, Veteran's Affairs, and Family Healthcare.

Where in your community could MOUD be provided but it isn't (e.g., jails, emergency departments, primary care clinics)? What are the barriers for these entities to provide MOUD?

Persons already initiated to methadone prior to incarceration continue to receive dosing at the Cass County Jail (CCJ) through the OTP's onsite visits. Persons initiated to other OUD medications continue receiving them through the jail's provider. MOUD initiations at the CCJ could increase the number of individuals provided MOUD. A barrier to this is the OTP's discontinuation of MOUD initiations at CCJ several years ago.

How can you reach people with OUD who are not receiving MOUD?

We can reach people with OUD who are not receiving MOUD by continuing to provide MOUD education and referrals at our Harm Reduction Center, low-barrier shelter, and withdrawal management unit; to individuals utilizing services at our Downtown Engagement Center; and through our mobile and street outreach programs. Case managers could also reach persons with OUD not receiving MOUD.

What the most significant barriers to individuals accessing MOUD?

Barriers to individuals accessing MOUD are myriad and are both real and perceived. The most significant barriers include lack of transportation, unaccommodating hours of service providers, fear of being caught violating parole or probation, fear of arrest, time commitment involved, stigma, withdrawal, slips, and expense.

Planning and implementation

Select each strategy you plan to implement		Amount of funding to implement strategy
<input type="checkbox"/>	Increase access to medications for opioid use disorder (MOUD) by partnering with an existing OTP to establish a medication unit	
<input type="checkbox"/>	Increase access to MOUD by reducing financial barriers to receiving the medications <i>*This strategy requires GPRA collection</i>	
<input type="checkbox"/>	Increase access to MOUD by facilitating academic detailing related to prescribing MOUD (academic detailing is an evidence-based method focused on clinician education and behavior change)	
<input type="checkbox"/>	Increase access to MOUD by supporting MOUD inductions within an Emergency Department <i>*This strategy requires GPRA collection</i>	
<input type="checkbox"/>	Increase access to MOUD for individuals who are incarcerated by supporting jails on the adoptions or enhancement of policies supportive of MOUD	
<input type="checkbox"/>	Increase access to treatment for individuals who are incarcerated by linking SUD Voucher providers with local jails	

Answer the following questions and use it to guide the selection of recovery strategy implementation

What support services currently exist for persons in recovery from OUD and/or stimulant use disorder in your community?
 Support services for persons in recovery from opioid and stimulant use disorders include recovery housing, housing navigation and supports, peer support, support groups, and recovery programs.

What support services are most needed for persons in recovery from OUD and/or stimulant use disorder in your community?
 The most needed support services for persons in recovery from OUD and/or stimulant use disorder include mental health support, psychiatry services, housing, and employment services. They also need peer support from someone who has lived experience specifically with OUD and/or stimulant use disorder. Similarly, persons in recovery from injecting drugs need peer support from someone with lived experience injecting drugs.

How is Peer Support or Family Peer Support currently integrated into your community?
 Peer support is currently available to the community through three access points: standalone agencies, the ND Behavioral Health Division's (BHD) 'Community Connect' program, and BHD's 'Free Through Recovery' program. There are several standalone agencies providing peer support, nearly 30 community peer support providers for Community Connect, and 24 providers for Free Through Recovery.

What are potential opportunities to integrate Peer Support into your community?
 Integrating peer support into all FCPH harm reduction division programs including the low-barrier Gladys Ray Shelter, withdrawal management unit, mobile and street outreach programs, the syringe services program, and Downtown Engagement Center is a potential opportunity that could benefit a large number of individuals with SUD or in recovery from SUD. Other potential opportunities include integrating peer support into SUD treatment programs, hospital emergency departments, and the jail.

Planning and implementation

Select each strategy you plan to implement	Amount of funding to implement strategy
<input type="checkbox"/> Increase availability of peer support services by supporting individuals to become Peer Support Specialists	

<input checked="" type="checkbox"/>	Increase availability of peer support services by contracting with or hiring a Peer Support Specialist * <i>This strategy requires GPRA collection</i>	\$54,980
<input type="checkbox"/>	Increase availability of peer support services by supporting the adoption or enhancement of policies that integrate Peer Support Specialists into existing services.	
<input type="checkbox"/>	Increase access to recovery support services by reducing barriers such as transportation or childcare (SOR is payor of last resort)	
<input type="checkbox"/>	Support the adoption or enhancement of best practices within existing recovery services to ensure access for individuals receiving MOUD	
<input type="checkbox"/>	Reduce stigma surrounding OUD, Stimulant Use Disorder, and recovery through the state opioid media campaign (" <i>Opioids: Fill with Care</i> ")	
<input type="checkbox"/>	Other: Please list-	

Funding request to implement recovery strategies for 1 year	\$54,980
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Outline the action plan for implementation of each selected strategy from above			
Action step	Who	When	Process or outcome measure
Identify a current staff member or hire a new staff member with lived experience of OUD and/or stimulant use disorder to provide peer support to FCPH harm reduction division (HRD) program participants.	FCPH HRD management team	By November 30	Identification of a current staff member or hiring of a new staff member for Peer Support position
Peer support staff member to attend and complete peer support specialist training.	Peer support staff member	Next available training session	Attendance of Peer Support Specialist training Completion of Peer Support Specialist training
Peer support staff member to apply and obtain Peer Support Specialist Certification.	Peer support staff member	Within one month of completed training	Completion of Peer Support Specialist Certification application Approval of Peer Support Specialist Certification application
Peer Support Specialist to maintain Peer Support Specialist Certification.	Peer Support Specialist	Ongoing	# of training attended # of CEUs completed
Provide peer support to FCPH HRD program participants.	Peer Support Specialist	40 hours/week	# of individuals reached # of new individuals # of encounters

Total funding request to implement all strategies for 1 year	\$344,760
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----- FOR BEHAVIORAL HEALTH DIVISION TO COMPLETE -----

Amount requested by IPHU	\$344,760
Amount awarded by BHP	\$293,046.00

<p>15% overall reduction \$12,000 cap of Opioids: Take Care Be Aware activities. See budget revision document.</p>

Approved by SOB Grant Coordinator	Amy Lies
Date	10/16/2024



**Report of Action:
FAHR Meeting of 11/18/2024**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Health

Description: In response to a request for support from Fargo Moorhead Coalition to End Homelessness, Health requests to fund the request of \$35,000 via a reallocation of 2025 approved expenditures.

Net Financial Impact: \$0

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve support to Fargo Moorhead Coalition to End Homelessness and related 2025 budget adjustment.



FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

MEMORANDUM

TO: FINANCE COMMITTEE – NOVEMBER 18, 2024 AGENDA

DATE: NOVEMBER 14, 2024

**RE: AGREEMENT FOR SUPPORT BETWEEN CITY OF FARGO -
FARGO CASS PUBLIC HEALTH AND BOARD OF DIRECTORS
OF THE FARGO MOORHEAD COALITION TO END
HOMELESSNESS**

Attached, please see the request for support from the Board of Directors of the Fargo Moorhead Coalition to End Homelessness.

Fargo Cass Public Health has approved funding in the 2025 budget that can be adjusted to support this request.

2025 BUDGET ADJUSTMENT

REVENUE

101-6013-451-14-00	\$35,000
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Thank you for your consideration if you have any questions, please contact me at 241.1380.

Suggested Motion:
Approve budget adjustment to move forward with this request for support.


Jenn Faul
Director of Public Health

TO: City of Fargo

FROM: Fargo Moorhead Coalition to End Homelessness

DATE: November 14, 2024

The Fargo Moorhead Coalition to End Homelessness (FMCEH) Board of Directors seeks your support towards our mission. The coalition is a collaborative partnership of community organizations, government agencies and committed individuals with a mission to advance affordable housing and create opportunities for people to thrive so that everyone has a safe place to call home. Our efforts have been pivotal in the development and implementation of the Coordinated Access, Referral, Entry & Stabilization (CARES) System which serves as the homeless response system and link to housing for people in housing crisis for all of North Dakota and the ten counties in West Central Minnesota. Additionally, the FMCEH serves as a hub for the various committees and work groups that make the work of the coalition possible. Committees include Education, Advocacy, and Data; each contributing to improving our community's response to our unhoused neighbors and working towards making homeless rare, brief, and one-time.

There are increasing rates of homelessness across the country. A recent analysis by the National Alliance to End Homelessness' Homelessness Research Institute shows that overall increases in homelessness in the United States are driven by a sharp rise in chronic homelessness. The Fargo Moorhead community has been no exception to this as the number of those experiencing chronic homelessness has continuously increased over the last three years. Our partners across the community are optimistic about the City of Fargo's commitment to end homelessness *for this group*, and we are excited to play a role in planning and helping to implement our community's plan to end homelessness.

That being said, the Board of the FMCEH is asking for financial support in the amount of \$35,000 that will be used to increase the coalitions' capacity to carry out that role. Thank you in advance for considering this request to be a *champion for people experiencing homelessness in Fargo into thoughtful consideration*.

Sincerely,

Ashley Littlewolf,
Chair of the Fargo Moorhead Coalition to End Homelessness



BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Health

REQUESTED BY: Jenn Faul PROJECT NUMBER : _____

DATE PREPARED: _____

DESCRIPTION OF REQUEST: Requested funds to support the FM Coalition to End Homelessness in 2025 budget

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ -	

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-6013-451-14-00	Health	\$ 1,443,271	\$ (35,000)	\$ 1,408,271
101-8540-452-38-99	Planning Social Serv	\$ 50,000	\$ 35,000	\$ 85,000
		+	= \$ -	
		+	= \$ -	
		+	= \$ -	
		+	= \$ -	
		+	= \$ -	
TOTAL EXPENSE ADJUSTMENTS:		\$ -		

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: Date: _____

By: _____

BA# _____



**Report of Action:
FAHR Meeting of 11/18/2024**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Transit

Description: In conjunction with the restructure of metro-wide Transit, as has been discussed in previous presentations, Transit requests to transfer two City of Moorhead transit employees to City of Fargo. Analysis has been completed by City of Fargo HR to appropriately grade the positions commensurate with City of Fargo pay structure and acknowledging years of service toward the metro-wide Transit organization. Administration agrees with the offers.

Net Financial Impact: \$0 (included in 2025 Transit budget)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the proposed employment offers and allow Human Resources and Transit Department staff to offer employment through the City of Fargo to the current City of Moorhead employees.



21 d
Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

October 17, 2024

City of Fargo Commission
City Hall - 225 4th St N
Fargo, ND 58102

Dear Commissioners:

Throughout 2023 and 2024, the City of Fargo's Transit Department undertook the task of conducting a Transit Reorganization Study which provided short and long-range vision roadmaps for the implementation of a reorganization, while providing solutions to streamline leadership and governance of transit service within the region. This study was brought before the City of Fargo Commission and adopted on June 24, 2024.

A portion of this study addressed the future organizational structure and staffing of the Transit Department, after the retirement of the Moorhead Transit Manager at the end of CY24. Identified is the plan to offer the two remaining City of Moorhead Transit employees opportunities to become City of Fargo employees by year end 2024. Salaries and benefits for these employees will be paid for entirely by the City of Moorhead through the end of 2024, even after they become City of Fargo employees. The attached proposed employment offers have been vetted and approved by City of Fargo Administration, Finance, and Human Resources.

The requested motion is to approve the proposed employment offers and allow Human Resources and Transit Department staff to offer employment through the City of Fargo to the current City of Moorhead employees.

Sincerely,

A handwritten signature in black ink, appearing to read "Cole Swingen".

Cole Swingen
Assistant Transit Director – Operations
701-476-5989
cswingen@fargond.gov

For Schedule Information: 701-232-7500



**Report of Action:
FAHR Meeting of 11/18/2024**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Various Departments as noted
Description: During the 2025 Budget presentation, rate increases were discussed and incorporated into budget revenues. We formally request approval of those adjustments as presented. See related documentation:

- Engineering – Dumpsters in Public Right of Way
- Engineering – Sidewalk Fees
- Strategic Planning & Research – Econ Development Fees
- Inspections – Daycare, Mechanical, Plumbing, and Sign Fees
- Storm Sewer – MS4 Erosion & Sediment Control Permit
- Health – Environmental Health Fees

Net Financial Impact: Various, as has been incorporated into the 2025 Budget

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the various rates schedules as presented.



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

November 18, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Fees for Dumpsters in the Public Right of Way

Dear Mayor and Commissioners:

During the 2025 budget preparation, dumpster fees were identified as a fee that could be adjusted. Dumpster fees were adjusted in 2021 with a daily fee of \$10/day with 14 free days. Engineering would like to change the daily fees to a weekly fee of \$100 to simplify the administration of this fee along with eliminating the 14 free days for dumpster placement.

Engineering promotes placing dumpsters on private property and will work with the applicant as needed to determine the best location for a dumpster in the right of way when private property is not an option. Dumpsters placed in the right of way can impact parking availability in the Downtown area and can be a safety hazard when placed on the street. Charging fees for placing a dumpster in the right of way encourages contractors to minimize the time they are in the right of way. Contractors can choose to keep them on private property and not in the right of way to eliminate paying this fee.

The proposed fees are attached for your review and approval.

Recommended Motion:

Approve the proposed policy on dumpster or container fees.

Respectfully,

Kevin Gorder, PE
Division Engineer

Construction Roll Off Dumpster and Container Policy November 2024

Policy for Placing Dumpsters and/or Containers on City Right of Way

The City has a desire to work with property owners to allow dumpsters or containers within the right of way in instances when placement on private property is not feasible. The City recognizes that the impact to parking spots and visibility for properties adjacent to dumpsters and/or containers placed within the right of way must be considered. The purpose of this policy is to strike a balance between the occasional need for a property owner to place dumpsters and/or containers within the right of way with the impacts to the public and adjacent property owners. In addition to these considerations, this policy also works to address the impact that dumpsters and/or containers placed within the right of way may have to ADA requirements, snow removal, and other public safety concerns.

The following will apply to any dumpster and/or container placed within the City of Fargo's Right of Way.

Location Requirements:

1. Every reasonable effort should be made to place dumpsters and/or containers on private property. If it is determined that placement on private property is not a viable option, an application shall be made to the City of Fargo Engineering Department requesting placement within the right of way. Requests for placement of dumpsters and/or containers within the right of way must explain in detail why placement on private property is not feasible.
2. Dumpsters and/or containers must not be placed on or across sidewalks.
3. Dumpsters and/or containers will only be allowed within the right of way at locations already designated for parking.
4. Dumpsters and/or containers shall not be placed within 30' of an intersection or within 20' of a driveway when possible. If this is not possible, note this on the application and Engineering will approve or deny after reviewing the application. Dumpster and/or containers shall not be placed within 15' of a fire hydrant.
5. The Applicant is responsible for verifying all of these conditions of the permit are met. Failure to meet the requirements will result in cancellation of approval.
6. The Applicant is responsible for placing signs or traffic control devices as needed to reserve the space required for the dumpster.

Limitation of Placement:

1. If the Engineering Department approves the request to place a dumpster or container in the Right of Way, the Applicant shall pay the City a fee of \$100 per week per parking spot for the time the dumpster and/or container is placed within the right of Way. If parking spots are not marked, only one spot will be used to calculate the fee.
2. The Applicant agrees to follow all parking restrictions and ensure that the dumpster and/or container is not placed within the right of way during any period parking is not allowed. This includes any seasonal parking restrictions as posted.
3. If a snow emergency is declared, the Applicant will remove the dumpster and/or container immediately to comply with the snow emergency requirements.
4. Dumpsters and/or containers are limited to an overall length of 16' in the DMU. Outside of the DMU, any size dumpster and/or container is allowed.

5. Dumpsters and/or containers must be placed directly in front of the location where work is ongoing. If an alternate location is requested, the Applicant must provide written concurrence from the property owner where the dumpster will be located at the time the application is submitted.
6. Dumpsters shall be loaded by carrying material between the construction site and the dumpster. In the event that dumpsters cannot be loaded in this manner and must be loaded by overhead methods, a Right of Way Use permit is required prior to any work starting.

Schedule:

1. The Applicant must provide a detailed schedule and duration prior to placement of any dumpster and/or containers within the right of way.
2. The schedule shall include drop off time and details, pickup time and details, and duration.

Application Details:

1. The Applicant agrees to indemnify and provide liability insurance for any items placed within the right of way with a minimum coverage of \$500,000.
2. The Applicant must notify adjacent properties of the upcoming work and provide contact information for the construction site.

November 18, 2024

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Sidewalk Ordinance, Article 18-0207 of Chapter 18

Dear Mayor and Commissioners:

During the 2025 budget preparation, sidewalk fees were identified as a fee that should be adjusted. Sidewalk fees have not been adjusted since 1999 and most permits are \$7 for rehabilitation of sidewalk or \$12 for new sidewalk. The current fee is based on the size of sidewalk placed so large installations will result in fees larger than the fees listed above.

The cost of administering this service exceeds the permit fee. Engineering typically makes three visits for each sidewalk installation. The first visit is survey to establish line and grade for the sidewalk. This survey ensures that the sidewalk is placed at the correct elevation and ensures it is not placed on private property. The second visit by Engineering checks that the contractor has placed the sidewalk forms as directed by the survey and also verifies that the correct reinforcing steel is in place and placed as per construction specifications. The third visit is after the sidewalk is placed to ensure compliance with specifications relating to construction quality, ADA compliance, and restoration is complete or will be completed. Additional visits may be needed depending on how restoration is completed.

The attached fees are similar to the fees proposed and approved under Chapter 18-09 Excavation. Engineering would also like to work with the City Attorney's Office to rewrite of the Sidewalk Ordinance. The ordinance could use some updates and possibly reference parts of the Excavation Ordinance in an effort to maintain consistency for all work performed in the City Right of Way.

Recommended Motion:

Approve the Resolution adopting the proposed sidewalk fees. Authorize Engineering to work with City Attorney's Office to rewrite the Sidewalk Ordinance.

Respectfully,

Kevin Gorder, PE
Division Engineer

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, Section 18-0207 of the Sidewalk Ordinance provides sidewalk fees shall be set by resolution by the Board of City Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO that the sidewalk fees revised as of November 18, 2024, attached hereto, shall be set as follows, with an effective date beginning January 1, 2025.

Dated this _____ day of November, 2024.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

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

Sidewalk Survey and Inspection Fee Schedule November 2024

Residential Lot (Properties with less than 4 units/parcel) Fee Schedule

Lot width 100' or less	\$100
Lot width over 100'	\$250
Driveway and/or curb & gutter	\$100/each
Reinspection fees	First visit free any additional \$75/hr minimum ½ hour
Sidewalk Closure	\$100/week after 2 weeks until completion
Removing Sidewalk without a permit	\$500
Installing a sidewalk without a permit	\$500

* Residential corner lots would be measured by the front foot, side yard sidewalks are completed and paid for by the city of Fargo.

All other lots

Lot width 100' or less	\$100
Lot width over 100' to 500'	\$250
Lot width over 500'	\$500
Driveway and/or curb & gutter	\$100/Each
Reinspection fees	First visit free any additional \$75/hr minimum ½ hour
Sidewalk Closure	\$100/week
Local Street Lane Closure	\$100/week
Collector Street Lane Closure	\$150/week
Arterial Street Lane Closure	\$300/week
Removing Sidewalk without a permit	\$500
Installing a sidewalk without a permit	\$500

Permits are measured per side of the lot where sidewalk is replaced or new sidewalk is built

Obstructions such as building materials or equipment parked on a sidewalk require a permit to close the sidewalk and the applicable fees will apply as if the sidewalk is removed and replaced.



City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: November 13, 2024

SUBJECT: Economic Development Fees

The Economic Development Incentives Committee is recommending a new fee for certain applications for Tax Increment Financing (TIF). This fee will be for applications where a financial review is not required. These types of applications are allowed by a recent policy change. The recommended fee is \$2,000.

The Committee also recommends increasing the fee for New Industry and PILOT property tax exemptions from \$250 to \$400.

Recommended Motion:

Approve a \$2,000 fee for TIF applications where a financial review is not required and increasing the New Industry and PILOT application fees to \$400.



INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City
Hall 225 Fourth
Street North Fargo,
ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

Memorandum

DATE: November 25, 2024
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Inspections Department fee updates

Background:

The inspections Department has reviewed our fees and noted updates are needed. The department is asking to update our Day Care inspection, Mechanical permit, Plumbing permit, and sign fees.

Day Care fees: The current fee of \$10.00 fee does not cover costs for staff to investigate, process, and inspect at-home day care facilities. Staff spends a minimum of 1.5-2 hours per request and an additional .5-2 hours on each inspection. Many of the day care requests we process and inspect take a considerable amount of time to process and most need multiple inspections to gain a certificate. This does not cover a fraction of the staff time needed for each request.

Mechanical permits: Mechanical fees have not had an update for in six years. The update is need to address changes in equipment. Additionally, we have identified some potential cost savings to permit applicants. The fee changes need to occur to keep up with the market so a substantial change in amount in the future does not place a burden on contractors.

Plumbing permits: The Sate Plumbing Board is increasing fees for 2025. The department needs to follow this trend and update our fees accordingly. The fee changes will place us below what the state charges but would keep us competitive without taxing our contractor with undue changes. We feel the changes are a middle ground between the state and the city.

Sign permits: Fees for sign permits have not seen a change in sixteen years. We need to update the fees to reflect the work that is being preformed by staff during the process so the department is adequately compensated for time spent processing and inspecting sig installations.

Documentation showing changes is attached.

RECOMMENDED MOTION: To approve the updates to the Day Care, Mechanical permitting, Plumbing permitting, and sign fees.



INSPECTIONS

INSPECTIONS DEPARTMENT
 Fargo City Hall 225 Fourth
 Street North Fargo, ND 58102
 Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

FARGO HEATING VENTILATION AND AIR CONDITIONING PERMIT FEES

Effective *******,** 2024/25**

	2018 Rates	2024/25 Rates	Percent increase
Addition to duct work:			
Per Damper, Fire, Smoke or Fire/Smoke	\$5.00	\$15.00	300%
Per heat run or register for first 100	\$4.00	\$4.00	0%
Minimum fee	\$35.00	\$40.00	14.5%
Addition to hot water or steam system:			
Per unit of radiation	\$4.00	\$4.00	0%
Minimum fee	\$35.00	\$40.00	14.5%
Air handling unit Fan/Coil units	\$40.00	\$45.00	12.5%
Air to air exchangers (multi-4-plex or over).	\$34.00	\$45.00	32.5%
Air, Water, or Steam Furnace (installation or replacement):			
Initial 200,000 BTU input	\$40.00	\$45.00	12.5%
Additional 200,000 BTU input	\$20.00	\$20.00	0%
Maximum fee per unit (58.6 KW Electric equals 200,000 BTU)	\$140.00	\$150.00	7.5%
Bathroom Exhaust fans and dryer vents(multi-4-plex or over)	\$4.00	\$5.00	25%
Minimum fee		\$30.00	New
Commercial kitchen hood.	\$28.00	\$80.00	286%
Commercial or Industrial Gas or Oil Burning Equipment:			
Initial 200,000 BTU input	\$40.00	\$45.00	12.5%
Additional 200,000 BTU input	\$20.00	\$20.00	0%
Maximum fee per unit	\$140.00	\$160.00	14.3%
Cooling Systems (central air chillers, cooling towers):			
Up to 10 ton	\$40.00	\$45.00	12.5%
Each 10 ton thereafter	\$20.00	\$20.00	0%
Maximum fee per unit	\$140.00	\$160.00	14.3%
Cooling System Addition, Cooling Coil	\$22.00	\$40.00	82%
Chilled beams (per unit)	N/A	\$5.00	New
Fan connected to single duct.	\$28.00	\$35.00	25%
Gas fired cooling system:			
Initial 200,000 BTU input	\$40.00	\$45.00	12.5%
Additional 200,000 BTU input	\$20.00	\$20.00	0%
Maximum fee per unit	\$140.00	\$160.00	14.3%
Gas piping only.	\$33.00	\$40.00	22%
Gas, Oil Conversion burner or solid fuel:			

Initial 200,000 BTU input	\$40.00	\$45.00	12.5%
Additional 200,000 BTU input	\$20.00	\$20.00	0%
Maximum fee per unit	\$140.00	\$160.00	14.3%
Geothermal per loop	\$4.00	5.00	25%
Minimum	\$38.00	\$40.00	5.3%
Heat Pump and Backup Heat (gas, oil, electric, with initial 200,000 BTU input):	\$80.00	\$80.00	0%
Initial 200,000 BTU input	\$20.00	\$20.00	0%
Additional 200,000 BTU input	\$140.00	\$160.00	14.3%
Maximum fee per unit			
Heat Pump In Ducted System (backup heat, existing)	\$40.00	\$45.00	12.5%
Installation of a fuel fired space or wall heater	\$40.00	\$45.00	12.5%

Installation of a hot water unit heater, cabinet unit heater convector, steam heat exchanger, steam apparatus, converter, hydronic coil (hot water, steam, chill water):	\$32.00	\$40.00	25%
(hot water or steam)	\$20.00	\$20.00	0%
initial 200,000 BTU input			
additional 200,000 BTU input			
Installation of fuel oil tank not requiring a building permit.	\$40.00	\$45.00	12.5%
LP, A - Containers less than 151 gallons	\$40.00	\$45.00	12.5%
LP, B - Containers from 151 gallons to 1200 gallons	\$60.00	\$65.00	8.5%
LP, C - Containers larger than 1200 gallons	\$120.00	\$125.00	4.2%
LP, LP for Construction	\$40.00	\$45.00	12.5%
LP, Pumps, Vaporizers, Pump Station, Etc.	\$20.00	\$30.00	50%
Minimum Inspection Fee	\$40.00	\$45.00	12.5%
Re-heat coil	\$24.00	\$30.00	25%
Repair Work (parts and labor over \$75.00) when permit required.	\$34.00	\$40.00	18%
Residential Air Handling Unit.	\$40.00	\$45.00	12.5%
Residential Central Air/ Heat Pump	\$40.00	\$45.00	12.5%
Residential Duct Work Addition:			
Per heat run or register	\$4.00	\$5.00	25%
Minimum fee	\$34.00	\$45.00	32.5%
Residential Gas Appliance (Fireplace, Gas Log Insert, Range, Clothes Dryer, Outdoor Grill, Lamps, Water Heater, etc.) per appliance	\$38.00	\$40.00	5.3%
Residential Heating Appliance:			
Initial 200,000 BTU input	\$40.00	\$45.00	12.5%
Additional 200,000 BTU input	\$20.00	\$20.00	0%

Maximum fee per unit	\$140.00	\$160.00	14.3%
Residential Hot Water Piping Addition			
Per heat run or register	\$4.00	\$4.00	0%
Minimum fee	\$34.00	\$40.00	32.4%
Solid Fuel(wood or coal) Burning space heating Stove	\$38.00	\$40.00	5.5%
Temporary Heat.	\$36.00	\$40.00	11.5%
VAV's	\$10.00	\$10.00	0%
Minimum Charge	\$30.00	\$30.00	0%

Other Inspections and Fees:		
1. Inspections outside of normal business hours (minimum charge -- two hours)		\$75.00 per hour*
2. Reinspection fees.		\$75.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)		\$75.00 per hour*
4. Additional plan review required by changes, additions or revision to plans. (minimum charge -- one-half hour)		\$75.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both.		Actual Cost **

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead cost.

☆ Permit fees will be charged for all government projects.

☆ Double fees for all work commenced without a permit. In case of an emergency, a permit must be taken out within 48 hours after commencement of work.

Plumbing Fees

Current		Proposed	% Increase
Water Heater Permits	\$30.00	\$35.00	17%
Inside Plumbing Permits			
Minimum Fee (Includes up to 5 fixtures or traps)	\$40.00	\$50.00	25%
(each fixture or trap over 5 is \$8.00)	Over 5 - \$8.00	Over 5 - \$10.00	25%
Original Sanitary or Storm Sewer Line to each building	\$100.00	\$125.00	25%
Discinnect Sanitary or Strom Sewer Line	\$50.00	\$70.00	40%
Additional Sanitary or Storm Sewer Line into each building or to a manhole or Catch Basin	\$30.00	\$30.00	0%
Repair or Replacement of Sanitary or Storm Sewer	\$55.00	\$75.00	36%
Lawn Sprinkler System	\$40.00	\$40.00	0%
Other Inspections and Fees		Proposed	
Inspections outside of normal business hours (minimum charge -- two hours)	\$75.00 per hour	\$75.00 per hour	0%
Reinspection fees	\$75.00 per hour	\$75.00 per hour	0%
Inspections for which no fee is specifically indicated (minimum charge -- one-half hour)	\$75.00 per hour	\$75.00 per hour	0%
Additional plan review required by changes, additions or revision to plans (minimum charge -- one-half hour)	\$75.00 per hour	\$75.00 per hour	0%
For use of outside consultants for plan checking and inspections, or both.	Actual Cost	Actual Cost	0%

Service Provided	Current Rate charged	Basis of Charge (per visit, quantity, etc.)	Estimated Annual Gross Revenue	Date Rate was last adjusted	Proposed Rate Adjustments for 2025	Estimated Incremental Gross Revenue
Day Care Inspection	\$10.00	Per Certificate	\$250 In 2023	N/A	\$50 for initial inspection \$30 for each additional inspection	\$2,415
Sign Permit	\$30.00 or \$0.30 per square foot of display area ("face" area), whichever is greater. Double sided signs are charged as only one face.	Minimum charge or per square foot of sign area	\$15,075.59 In 2023	January 1 2008	\$50.00 or \$0.50 per square foot of display area ("face" area), whichever is greater. Double sided signs are charged as only one face.	\$25,125



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

November 12, 2024

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

Dear Commissioners:

In 2006, the City implemented a new MS4 Erosion & Sediment Control Permit for construction disturbance of City and extraterritorial parcels. This proposed resolution will be the first fee adjustment since the adoption of the original fee structure and follows the approval of the 2025 Budget, which includes these permit fee increases.

The fee schedule has been modified to cover the cost of the inspection and reinspection activities, along with the increased travel time for visits to individual sites, which occur multiple times per week. This resolution also identifies the fees to be implemented for the non-compliance of construction activities approved through the site plan process.

The Engineering Department is recommending the approval of the Resolution for Erosion and Sediment Control permits and fees for approved site plans found in non-compliance, which were included in the approved 2025 Budget.

Recommended Motion: I move to approve the Resolution for the increase in the MS4 Erosion & Sediment Control Permit and fees for violations for non-conformance of the permit or the approved construction site plans.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jody Bertrand", is written over a faint, illegible background.

Jody Bertrand P.E., CFM
Storm Sewer Utility Engineer

Enclosures

RESOLUTION APPROVING PERMIT FEES AND NONCOMPLIANCE FEES
STORM WATER MANAGEMENT

WHEREAS, the Board of City Commissioners is authorized to approve a schedule for application fees for permits and for noncompliance and re-inspection fees to offset the administrative and oversight costs of enforcement the city’s Storm Water Management ordinance pursuant to the provisions of Chapter 37 of the Fargo Municipal Code and,

WHEREAS, the Board of City Commissioners desires to approve a schedule of such fees.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners as follows:

The following schedule for permit fees, and for non-compliance and re-inspections under Chapter 37, regarding Storm Water Management, is hereby approved:

I. Storm Water Management Permit & Non-Compliance Fees

Section A: Standard Construction Erosion Control Permit

	Residential (Single Family)	All other zoning districts
Initial Permit Fee within City Limits	\$50	\$75/Acre w/ \$100 Minimum
Initial Permit Fee within the City Extraterritorial Area (ET)	\$100	\$100/Acre w/ \$200 Minimum
Permit Change Fee (Both)	10% Original Fee Amount w/ \$50 Minimum	

Note: Permit required for earth moving/filling and excavation activities

Note: Permits not obtained prior to work commencing, shall incur a double permitting fee

Section B: Non-Compliance Fees During Construction

After the city engineer issues a notice of violation of the Storm Water Management ordinance, the owner shall have 48 hours, or other period imposed by the city engineer, to make corrective action prior to re-inspection. Corrected violations shall not incur a non-compliance fee. Violations not corrected within the imposed period shall be charged the following fees:

	Residential (Single Family)	All other zoning districts
Non-compliance Re-inspection Fee within City Limits	\$75/visit	\$150/visit with \$80/hr after 1 st hr
Non-compliance Re-inspection Fee within City ET	\$150/visit	\$200/visit with \$80/hr after 1 st hr

Note: Re-inspection visits shall continue approximately every 48 hours (weekend dependent); each re-inspection visit will incur an additional non-compliance fee until the violations are corrected.

II. Approved Site Plan Improvements

Section A: Approved Site Plan Improvements (Post Construction)

This section covers permanent storm water facilities that were required and approved as part of the site plan permitting process but not constructed per the approved site plan. Examples of storm water facilities

include, but are not limited to, underground storm water retention systems, water quality devices, retention/detention ponds, pipes, etc.

The approved site plan on file with the city shall be used to determine parcel storm water compliance requirements. Violations not corrected within the imposed period shall be charged the following fees:

	Residential (Single Family)	All other zoning districts
Non-compliance Fee within City Limits		\$1,000 (recurring fee)
Non-compliance Fee within City ET	\$250 (recurring fee)	\$1,500 (recurring fee)

Note: For water quality components not installed per the approved site plan, the owner shall have 30 days after the city engineer issues a notice of violation, or other period imposed by the city engineer, to obtain a quote of service for the installation of the missing component along with an engineer approved timeline.

Note: For water retention/detention components inspected and found to be in non-compliance, the owner shall have 90 days after the city engineer issues a notice of violation, or other period imposed by the city engineer, to complete the required compliance improvements. A construction quote with a completion timeline shall be submitted by owner and requires approval by the city engineer.

Corrective action not completed within the required period shall be subject to an additional non-compliance fee for each 30-day consecutive period, or such other period as determined by the city engineer.

Section B: Approved Site Plan Improvements (Long-Term Maintenance)

This section covers permanent storm water facilities that are out of compliance with the previously approved site plan and require maintenance in order to reestablish the storm water facilities original design criteria. Examples of storm water facilities include, but are not limited to, underground storm water retention systems, water quality devices, retention/detention ponds, pipes, etc.

Property owners are required to maintain storm water facilities to designed operational conditions to include volume capacity, allowable release rates, and sediment control parameters of the privately owned storm water system.

The approved site plan on file with the city shall be used to determine parcel storm water compliance requirements. Violations not corrected within the imposed period shall be charged the following fees:

	Residential (Single Family)	Multi-family, Commercial, Retail
Non-compliance Fee within City Limits		\$1,000 (recurring fee)
Non-compliance Fee within City ET	\$250 (recurring fee)	\$1,500 (recurring fee)

Note: Water Quality components shall be maintained per manufacturers recommendations, the owner shall have 30 days, or other period imposed by the city engineer, to obtain a quote of maintenance services for the cleaning/repairing of the privately owned water quality components.

Note: Water Retention/Detention components inspected and found to be in non-compliance shall have 90 days, or other period imposed by the city engineer, to complete the required compliance improvements, which may include but not be limited to, rate/volume control and sediment/cleaning maintenance. A

construction quote with a completion timeline shall be submitted by owner and requires approval by the city engineer.

Corrective action not completed within the required period shall be subject to an additional non-compliance fee for each 30-day consecutive period, or such other period as determined by the city engineer.

The foregoing resolution was moved for approval by Commissioner _____, seconded by Commissioner _____, and upon vote being taken on the position of the adoption of this resolution, Commissioners _____, all voted "Aye", Commissioners _____, voted "Nay" and the following Commissioners were absent and not voting _____.

A quorum being present, and by approval of a majority of Commissioners present, the President declared the resolution to have been duly passed and adopted.

Storm Sewer Utility Inspection Fees

Service Provided	Current Rate charged	Basis of Charge (per visit, quantity, etc.)	Estimated Annual Gross Revenue	Date Rate was last adjusted	Any relevant notes regarding rates/service	Proposed Rate Adjustments for 2025	Estimated Incremental Gross Revenue
MS4 Erosion & Sediment Control Permit Inspection (ESC)	\$5/ac (\$20 min) within city limits \$10/ac (\$50 min.) within extra territorial areas	Per individual permit issued	\$7,000.00	2006	MS4 permit with State requires inspections to occur on a bi-weekly basis. Commercial sites must also have physical walk-thru site visits (minimum 1 per year). Reinspections are required if non compliances are identified.	<p>Initial Permit within City Limits: Single Family: \$50 All Other Zoning Districts: \$75 per acre (\$100 min)</p> <p>Initial Permit within ET Areas: Single Family: \$100 All Other Zoning Districts: \$100 per acre (\$200 min)</p> <hr/> <p>Reinspection within City Limits: Single Family: \$75 per visit All Other Zoning Districts: \$150 per visit with \$80 per hour after 1st hour</p> <p>Reinspection within ET Areas: Single Family: \$100 per visit All Other Zoning Districts: \$200 per visit with \$80 per hour after 1st hour</p> <p><i>Reinspection costs are only incurred if corrective actions aren't completed within the initial 48 hours of identified issue.</i></p>	\$20,000.00
	No Charge	Per Occurrence	N/A	N/A	MS4 permit with State requires inspections to occur on completed sites to ensure continued compliance of private storm water facilities. The proposed non-compliance fee will be charged to a property found out of compliance with originally approved site plan after the imposed correction period has passed.	<p>Reinspection within City Limits: Single Family: N/A All Other Zoning Districts: \$1,000</p> <p>Reinspection within ET Areas: Single Family: \$250 All Other Zoning Districts: \$1,500</p> <p><i>Non-compliance Fee is only incurred if corrective action isn't completed within the approved correction period.</i></p>	



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

FARGO CASS PUBLIC HEALTH

ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 19, 2024

**RE: ENVIRONMENTAL HEALTH FEE SCHEDULE UPDATE FOR
2025**

The Environmental Health Division have reviewed the current fee schedule and are requesting an update by incorporating a new Base Fee. A comparative study was done, including the City of Moorhead, and it was discovered that a Base Fee is currently being utilized by other health departments with similar demographics.

A Base Fee of \$100, per licensed facility, would offset the costs associated with administrative time, vehicle mileage, electronic inspection software, and testing supplies. The Environmental Health Division would assess the \$100 Base Fee to 1,100 individual licensed facilities, for an estimated revenue increase of \$110,000.

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

Suggested Motion:

Move to approve the update to the 2025 Environmental Health fee schedule to include the adoption of a new \$100 Base Fee.

JF/lls
Attachment

2025 Fee Adjustment	Fee Adjustment	Service Provided	Current Rate charged	Basis of Charge (per visit, quantity, etc.)	Estimated Annual Gross Revenue	Date Rate was last adjusted	Rate History, if available	Any relevant notes regarding rates/service	Proposed Rate Adjustments for 2025	Estimated Incremental Gross Revenue
Environmental	Y	Base Fee for Health Licenses	\$0	Annual	\$110,000.00	NA	NA	Currently our fees are not covering the cost of staffing, vehicle mileage and other support (ie equipment software and supplies). We did a comparative study with other agencies. What is being proposed is lower than the comparative agencies but would cover our costs.	\$100 per Facility per Health License	\$110,000.00



22

Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: CRAIG NELSON, FIRE DIVISION CHIEF

RE: FIRE DEPARTMENT UNIFORMS (RFP25003)

DATE: NOVEMBER 25, 2024

A Request for Proposal (RFP) was posted on October 1, 2024, seeking employee uniforms for the fire department. Proposals were due on October 30, 2024. Two proposals were submitted.

A review committee, consisting of members from the fire department uniform committee, determined that both proposals met the specifications required in each RFP. Bee Seen received the overall highest scoring in the evaluation.

Funding for this RFP has been included within the 2025 fire department budget.

RECOMMENED MOTION: Approve the recommendation to award Bee Seen the fire department uniform RFP commencing January 1, 2025, for an initial term of three (3) years.



Scoring Summary

Active Submissions

	Total	A - Criteria 1	A-1 - Customer Service Solution & Timeline	B - Criteria 2	B-1 - Company Work Experience
Supplier	/ 100 pts	/ 30 pts	/ 30 pts	/ 30 pts	/ 30 pts
Bee Seen Gear	74 pts	24 pts	24 pts	21 pts	21 pts
Galls, LLC	56 pts	15 pts	15 pts	18 pts	18 pts

	C - Criteria 3	C-1 - Cost	D - Criteria 4	D-1 - References
Supplier	/ 30 pts	/ 30 pts	/ 10 pts	/ 10 pts
Bee Seen Gear	21 pts	21 pts	8 pts	8 pts
Galls, LLC	18 pts	18 pts	5 pts	5 pts



Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DIVISION CHIEF TIM BINFET

DATE: NOVEMBER 25, 2024



SUBJECT: FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DEPARTMENT OF EMERGENCY SERVICES

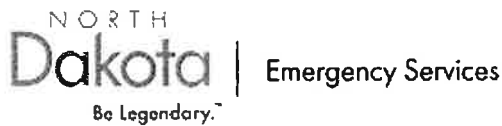
The North Dakota Department of Emergency Services (NDDDES) Division of Homeland Security has approved a grant application for the 2024-2025 Hazardous Materials Emergency Preparedness Grant Program in the amount of \$19,555.20 with a local cost share in the amount of \$4,888.80. Grant funds will be used to send four Fire Department members to the 2025 International Hazardous Materials Response Teams Conference.

RECOMMENDED MOTION:

Approve the Fire Department budget adjustment to account 101-4045-412.57-60 and contract with the North Dakota Department of Emergency Services Division of Homeland Security for grant funding in the amount of \$19,555.20 for training of hazardous materials team members.



NOTICE OF GRANT AWARD			
Subrecipient Contact Name: Debbie LaCombe		Subrecipient Contact #: 701-328-8119	
Title of Grant Program: 2024-2025 Hazardous Materials Emergency Preparedness Grant			
Federal Award Identification Number: 693JK32240028HMEP		Federal Award Date: October 1, 2024	
Federal Awarding Agency: U.S. Department of Homeland Security			
CFDA No. 20.703 HMEP			
Subrecipient Name and Address Fargo Fire Department 637 NP Ave Fargo, ND 58102		Subrecipient Contact Name: Steve Dirksen Telephone: 701-241-1540 Email: sdirksen@fargond.gov	
Subrecipient UEI: K2QJQZVH5PM6	Grant Number: 2	County/Tribe: Cass	
Performance Period	From: October 1, 2024	Through: September 30, 2025	
Grant Amount: \$19,555.20	Subrecipient Cost Share: \$4,888.80	Total Project Cost: \$24,444.00	
Scope of Service: The intent of this award is to develop, improve, and carry out emergency plans within the National Response system and the Emergency Planning and Community Right-To-Know Act of 1986 by providing funds that addresses emergency response capabilities in accordance with the federal Notice of Funding Opportunity for this grant program, the approved application scope of work and cost line items located in the NDDes grant portal.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDes quarterly through the NDDes grant portal. Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due with the final reimbursement request.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: <ol style="list-style-type: none"> 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants/des/nd.gov/site/HSGP.cfm. 2) Applicable Federal and State laws and regulations. 3) The Subrecipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program. 			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDes Approval	
 Signature	Date <u>10/14/24</u>	 Signature	10/2/2024 Date
Typed Name and Title of Authorized Representative Steve Dirksen Fire Chief		Typed Name and Title of Authorized Representative Darin Hanson Director, Division of Homeland Security	



**Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Hazardous Materials Grants**

Terms and Conditions

1. Subrecipient Responsibilities

In accepting a PHMSA financial assistance award (grant), the Subrecipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

2. Compliance with Award Terms and Conditions

Submission of an application constitutes the Subrecipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA or NDDDES determines that noncompliance by the Subrecipient cannot be remedied by imposing additional conditions, PHMSA or NDDDES may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the subrecipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.
- f) Take other remedies that may be legally available.

3. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations, or directives directly affecting performance of this award.

- b) Terms and Conditions of this award.

4. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)

The Subrecipients must comply with these requirements including the cost principles which apply to the Subrecipient, and the audit requirements the Subrecipient must follow. A Subrecipient who expends \$750,000 or more of federal funds, in the Subrecipient's fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award

5. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy

The Subrecipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.



The Subrecipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450– “Lobbying,” within the Federally-supported project. The Subrecipient and its contractors may not use Federal funds for lobbying specifically to obtain grants. The Subrecipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.”

49 CFR 20 is incorporated by reference into this award.

6. Nondiscrimination

The Subrecipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Subrecipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964”

49 CFR 21 is incorporated by reference into this award.

To ensure that all Subrecipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at <https://www.phmsa.dot.gov/about-phmsa/civilrights/grant-recipient-information>. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at rosanne.goodwill@dot.gov.

7. Government-wide Debarment and Suspension (Non-procurement)

The Subrecipient must review the “list of parties excluded from federal procurement or nonprocurement programs” located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an entity or person identified in the “list of parties excluded from federal procurement or nonprocurement programs.”

2 CFR 1200 “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

The Subrecipient must inform the NDDes if the Subrecipient suspends or debar a sub-awardee.

8. Drug-Free Workplace

The Subrecipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Subrecipient to take steps to provide a drug-free workplace. The Subrecipient must comply with **49 CFR 32**, “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

9. Adherence to Original Project Objectives and Budget Estimates

a) The Subrecipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award.


 Initial



b) The Subrecipient must submit any proposed change, that requires NDDES's written approval, 30 days prior to the requested effective date of the proposed change. NDDES will not approve any change to the award during the last 30 days of the award period.

10. Prior Approvals

- a) The following expenditures require the NDDES's advance written approval:
 - i) Changes in the scope, objective, or key personnel referenced in the Subrecipient's proposal.
 - ii) Change in the project period. NDDES must receive this request no later than 30 calendar days prior to the end of the project period. The Subrecipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.

- b) The Subrecipient must submit a revised financial estimate and plan for i) and ii) above.

- c) The NDDES will notify the Subrecipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

11. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Subrecipients of its Grants to take affirmative steps to ensure such fairness on the awarding of any subcontracts.

- b) The Subrecipient and any are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.

- c) Affirmative steps include:
 - i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
 - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;
 - iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.


Initial



12. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Subrecipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

13. Ban on Text Messaging While Driving

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

“Driving”-

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance Subrecipients of grants are encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
 - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as
 - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.


 Initial



c) *Assistance Awards.* All Subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

14. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with 2 CFR 200.315 - "Intangible Property."

15. Notice of News Releases, Public Announcements, and Presentations

The Subrecipient must have the NDDDES's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before issuance.

16. Violation of Award Terms

If the Subrecipient has materially failed to comply with any term of the award, the NDDDES may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

17. Reporting Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:

DOT Inspector General Hotline

1200 New Jersey Ave SE

West Bldg 7th Floor

Washington, DC 20590

Email: hotline@oig.dot.gov

Web: <http://www.oig.dot.gov/Hotline>

18. 811, Call Before You Dig Program (PHMSA June 2014)

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

- 1) Make a free call to 811 a few days before digging.
- 2) Wait the required time – which is prescribed in state law but generally two to three days.
- 3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- 4) Respect the marks.
- 5) Dig with care.

The Subrecipient is encouraged to adopt the "811, Call Before You Dig" program for its employees when digging on company-owned, leased, or personally owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration's (PHMSA's) website at www.phmsa.dot.gov.

A handwritten signature in black ink, appearing to be "SJP", is written above the word "Initial" which is printed in a bold, sans-serif font.



19. Access to Electronic and Information Technology (PHMSA DEC 2013)

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights will respond to any questions and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

20. Combating Trafficking in Persons (PHMSA JULY 2016)

PHMSA may terminate grants or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, is in effect;
- c) the use of forced labor in the performance of the grant; or
- d) acts that directly support or advance trafficking in persons, including the following acts:
 - i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
 - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
 - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant; or
 - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
 - iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
 - v) Providing or arranging housing that fails to meet the host country housing and safety standards.


 Initial



21. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)

- a) The Subrecipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- b) The Subrecipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.

- c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Subrecipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Subrecipient fails to comply with the provisions herein.

22. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and

- b) Any rights of copyright to which a Subrecipient, sub Subrecipient or a contractor purchases ownership with grant support.

23. Reporting

a) *Progress Reports* – Each grant Subrecipient is required to submit a progress report to show progression of approved projects and activities. The reports must follow the instructions outlined in the terms and conditions of the grant award.

Initial



24. NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Subrecipient is required to also follow the applicable provisions of the NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDes Grants website at <https://grants.des.nd.gov>.

25. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Subrecipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDes Grants Management System at <https://grants.des.nd.gov>.

26. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by Subrecipient; whichever comes first, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the Subrecipient is authorizing NDDes to expend the de-obligated funds on program costs.

27. Award Acceptance

The Notice of Grant Award and these Terms and Conditions constitute the operative document obligating and reserving the Federal funds for use by the Subrecipient. By signing the Notice of Grant Award Subrecipient is certifying acceptance of the terms and conditions of the award.


Initial



24

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON *GL*
ENVIRONMENTAL HEALTH DIRECTOR

DATE: NOVEMBER 19, 2024

RE: FOOD SERVICE ESTABLISHMENTS – CHAPTER 13-03

The Environmental Health department is requesting the direction of the City of Fargo's Attorney's office to revise the Food Establishment Ordinance, Article 13-03.

If you have any questions, please contact me at 241.1388.

Suggested Motion:

Move to direct the City of Fargo Attorney's office to work with the Environmental Health Division to revise the Food Establishment Ordinance, Article 13-03.

GL/ls



25

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON
[Signature]
ENVIRONMENTAL HEALTH DIRECTOR

DATE: NOVEMBER 19, 2024

RE: LODGING ORDINANCE – CHAPTER 13-14

The Environmental Health department is requesting the direction of the City of Fargo's Attorney's office to revise the Lodging Ordinance, Article 13-14.

If you have any questions, please contact me at 241.1388.

Suggested Motion:

Move to direct the City of Fargo Attorney's office to work with the Environmental Health Division to revise the Lodging Ordinance, Article 13-14.

GL/lis

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FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

TO: City Commissioners
FROM: Chief David B. Zibolski *DZ*
DATE: November 21, 2024
RE: Hate Crime 3rd Quarter Report

COPY

Dear Commissioners,

For the November 25, 2024 City Commission agenda, and pursuant to the City Commissions direction, I would like to provide the hate crime investigations 3rd quarter report. I will be happy to answer any further questions at that time.

24-58440 harassment; [REDACTED] (bias motivation was removed):

This report was taken on 8/19/2024; however, the conflict between these neighbors has been on-going for about a year. This case involved an angry neighbor in the apartment building who is upset over on-going dog barking from the victim's apartment. Eventually the suspect began name-calling towards the victim; such as "Nigger" and "go back to Africa." The suspect has also began directing comments towards the victim who is now feeling threatened. The primary motivation for this case is anger and complaints of the noise and not the victim's race. Therefore, the bias motivation has been removed from the report. The case has been forwarded and is pending with the State's Attorney Office for the charge of Menacing.

24-61167 suspicious person; Dave's Hot Chicken 4445 17 Ave S (bias motivation was removed):

This incident occurred on 8/29/2024. This case involves a customer who called the restaurant in an attempt to make an order for food. The staff described the person as a female having a Somali accent. The restaurant staff informed the customer they do not take orders over the phone. This angered the customer who then asked if the restaurant, "served niggers" and "if you do, I am going to bomb the place." The staff did not feel threatened by the call, but wanted the incident reported as a suspicious person. Since it appears the potential customer's primary motivation was a result of being angry due to the restaurant refusing to take her order over the phone, the bias motivation as removed from this case. This case turned out to be part of several bomb threat incidents in which juveniles across the country (part of the gaming community) were making swatting calls and bomb threats. This case has been reviewed by the FBI and is now inactive.

24-51170 simple assault; [REDACTED] bias motivation was removed):

This report was made on 7/23/2024. The alleged assault seems to be an on-going fued between kids while they play outside. The suspect (9 yoa black male) allegedly pushed the victim (7 yoa white male) to the ground causing an abrasion on the victim's arm. The victim also alleges the suspect called him the N-word while pushing him. One juvenile witness stated the opposite...that the victim called the suspect the N-word. Even though there is uncertainty as to who used the N-word, everyone who was interviewed by the officer agreed the 7 yoa white male victim does not really know what the N-word means. After reviewing the report, there is no evidence to suggest race was the primary motivation for the alleged assault. Also, there is also no clear evidence to suggest this was the crime of simple assault to begin with. This case was promptly filed inactive. Nor can a person of this age be charged with a crime.

There were no violations of city ordinance regarding hate crimes through quarter 3 in 2024.

RECOMMENDED MOTION:

Receive and file the Hate Crime 3rd Quarter Report.

27

November 25, 2024

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

Dear Commissioners:

The North Dakota Department of Transportation (NDDOT) requires all North Dakota Transit agencies to either adopt the North Dakota Department of Transportation Transit Procurement Manual/Plan or complete our own procurement manual and keep it up to date. The City of Fargo Transit Department has its own adopted Procurement Manual due to the complications with procurement guidelines which incorporates local (Fargo & Moorhead), state (North Dakota & Minnesota) and federal requirements. We have discussed this with the City of Fargo Procurement Manager who agrees with this approach.

Requested motion: Approve the attached Transit Procurement Officer Designation for the City of Fargo Transit Department.

Respectfully,



Julie Bommelman
City of Fargo Transit Director

/attachment

PROCUREMENT PLAN ADOPTION & PROCUREMENT OFFICER DESIGNATION

Julia Bommelman, has been appointed
(Name of appointed Procurement Officer)

as the Procurement Officer for City of Fargo Transit Department.
(Name of Transit Agency)

I certify that my transit agency is in compliance with the Third Party Contracting requirements established by FTA and the State.

My agency has met the requirements by:

- Adopting the North Dakota Department of Transportation Transit Procurement Manual.
- Completing our own Procurement Manual and keeping it up-to-date. A copy has been provided to NDDOT Transit Section for approval.

We confirm that the Procurement Manual has been adopted by our board and is being implemented by our agency.

Signed,

Dr. Timothy J. Mahoney, Mayor
Board President

Date

28

November 25, 2024

City of Fargo Commissioners
225 N 4th Street
Fargo, ND 58102

Dear Commissioners:

The current Interim Joint Powers Agreement (Interim JPA) between the City of Fargo and the City of Moorhead for implementation of key recommendations of the Transit Reorganization Study was approved by the Fargo City Commission on September 3, 2024. A part of the implementation includes approval of assigning the City of Moorhead's various agreements with vendors for transit revenue and expense contracts to the City of Fargo effective January 1, 2025, which were approved by the Moorhead City Council on November 12, 2024.

The Interim JPA includes a Cost Allocation Plan, which distributes certain transit revenues and expenses between benefiting parties within the MATBUS service area. The methodology used for sharing was developed to ensure a fair and equitable allocation based on four principles: revenue hours of the total system, revenue hours of the fixed route system, revenues miles of the total system, and paratransit ridership of the paratransit system.

The Fargo City Attorney's office, working with Transit staff, has determined the following revenue and expense contracts with the City of Moorhead should be assigned to the City of Fargo, terminated, or allowed to expire and dispensed in accordance with the Interim JPA:

REVENUE CONTRACTS:


- U-Pass Contracts with MSUM, MState and Concordia (2nd payment due 3/1/2025)
- Bench Advertising with Creative Outdoor Advertising (expires 4/30/2025)
- Exterior Advertising Contract with MState (expires 12/31/2025)
- Fargo to sell advertising on Moorhead vehicles beginning on 1/1/2025

EXPENSE CONTRACTS:

- Sentry Security (Secure delivery of farebox revenue to bank) – Expires 12/31/2024; notice to terminate 12/31/2024 will be provided by the City of Moorhead
- Valley Green & Associates (Shelter maintenance) - Expires 8/7/2027; notice to terminate 12/31/2024; Fargo to be invoiced for Moorhead locations
- Valley Green & Associates (Snow Removal) – Expires 9/30/2027; notice to terminate 12/31/2024; Fargo to be invoiced for Moorhead shelter and hub locations

RECOMMENDED MOTION: Approve the attached contract assignments, please note the Valley Green shelter maintenance and snow removal agreements will be on the next Fargo City Commission meeting agenda.

Sincerely,


Julie Bommelman
City of Fargo Transit Director

For Schedule Information: 701-232-7500

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption of Agreement (this “Assignment”) is made as of _____, 2024 (the “Effective Date”), by and between the City of Moorhead (“Moorhead”), the City of Fargo (“Fargo”) and Concordia College (“Concordia”).

RECITALS

A. **WHEREAS**, Moorhead and Concordia entered into an Agreement to provide transit services to students, faculty and staff for the 2024-2025 school year (the “Agreement”); and

B. **WHEREAS**, Moorhead desires to assign all its rights, interests, and benefits in the Agreement to Fargo, Fargo desires to accept such assignment from Moorhead and Concordia desires to consent to this Assignment of the Agreement.

AGREEMENT

NOW THEREFORE, Moorhead and Fargo, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors and assigns, agree as follows:

1. **Assignment**. Moorhead hereby assigns and transfer all its rights, interests, and benefits in the Agreement to Fargo to have and to hold the same for all the rest of the term of the Agreement, and subject to all the terms, covenants, conditions and provisions contained in the Agreement.

2. **Assumption**. From and after the Effective Date, Fargo hereby assumes, covenants and agrees to keep and perform each and every obligation of Moorhead under the Agreement. Fargo agrees to be bound by each and every provision of the Agreement as if it had executed the same.

3. **Concordia Consent to Assignment**. Concordia hereby consents to this Assignment of the Agreement from Moorhead to Fargo.

4. **Entire Agreement**. This Assignment and the Agreement embody the entire agreement of the parties with respect to the subject matter hereof. This Assignment may be modified only by a written instrument duly executed by each of the parties hereto or their respective successors and assigns.

5. **Governing Law**. This Assignment will be governed by and construed in accordance with the laws of the State of Minnesota and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Minnesota in connection with any disputes arising out of this Assignment.

6. **Parties Bound**. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereby acknowledge and agree that electronic signatures, including execution using DocuSign, or signatures transmitted by electronic mail in so-called "pdf" format will be legal and binding and will have the same full force and effect as if an original of this Assignment had been delivered.

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

City of Moorhead

By: _____
Michelle (Shelly) Carlson, Mayor

By: _____
Dan Mahli, City Manager

City of Fargo

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

Attest:

Steven Sprague, City Auditor

Concordia College

By: _____

Its: _____

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption of Agreement (this “Assignment”) is made as of January 1, 2025 (the “Effective Date”), by and between the City of Moorhead (“Moorhead”), the City of Fargo (“Fargo”) and Creative Outdoor Advertising of America Inc. (“COA”).

RECITALS

A. **WHEREAS**, Moorhead and COA entered into an agreement to provide Streetscaping transit Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services on May 1, 2015, and an amendment to that agreement was executed April 13, 2020, extending the term for an additional five years (collectively, the “Agreement”); and

B. **WHEREAS**, Moorhead desires to assign all its rights, interests, and benefits in the Agreement to Fargo, Fargo desires to accept such assignment from Moorhead and COA desires to consent to this Assignment of the Agreement.

AGREEMENT

NOW THEREFORE, Moorhead and Fargo, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors and assigns, agree as follows:

1. Assignment. Moorhead hereby assigns and transfer all its rights, interests, and benefits in the Agreement to Fargo to have and to hold the same for all the rest of the term of the Agreement, and subject to all the terms, covenants, conditions and provisions contained in the Agreement.

2. Assumption. From and after the Effective Date, Fargo hereby assumes, covenants and agrees to keep and perform each and every obligation of Moorhead under the Agreement. Fargo agrees to be bound by each and every provision of the Agreement as if it had executed the same.

3. COA Consent to Assignment. COA hereby consents to this Assignment of the Agreement from Moorhead to Fargo.

4. Entire Agreement. This Assignment and the Agreement embody the entire agreement of the parties with respect to the subject matter hereof. This Assignment may be modified only by a written instrument duly executed by each of the parties hereto or their respective successors and assigns.

5. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Minnesota and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Minnesota in connection with any disputes arising out of this Assignment.

6. Parties Bound. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

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IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

City of Moorhead

By: _____
Michelle (Shelly) Carlson, Mayor

By: _____
Dan Mahli, City Manager

City of Fargo

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

Attest:

Steven Sprague, City Auditor

Creative Outdoor Advertising of America, Inc.

By: _____

Its: _____

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption of Agreement (this “Assignment”) is made as of January 1, 2025 (the “Effective Date”), by and between the City of Moorhead (“Moorhead”), the City of Fargo (“Fargo”) and Minnesota State Community and Technical College (“MState”).

RECITALS

A. **WHEREAS**, Moorhead and MState entered into an agreement for exterior advertising on a fixed route bus (the “Agreement”); and

B. **WHEREAS**, Moorhead desires to assign all its rights, interests, and benefits in the Agreement to Fargo, Fargo desires to accept such assignment from Moorhead and MState desires to consent to this Assignment of the Agreement.

AGREEMENT

NOW THEREFORE, Moorhead and Fargo, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors and assigns, agree as follows:

1. Assignment. Moorhead hereby assigns and transfer all its rights, interests, and benefits in the Agreement to Fargo to have and to hold the same for all the rest of the term of the Agreement, and subject to all the terms, covenants, conditions and provisions contained in the Agreement.

2. Assumption. From and after the Effective Date, Fargo hereby assumes, covenants and agrees to keep and perform each and every obligation of Moorhead under the Agreement. Fargo agrees to be bound by each and every provision of the Agreement as if it had executed the same.

3. MState Consent to Assignment. MState hereby consents to this Assignment of the Agreement from Moorhead to Fargo.

4. Entire Agreement. This Assignment and the Agreement embody the entire agreement of the parties with respect to the subject matter hereof. This Assignment may be modified only by a written instrument duly executed by each of the parties hereto or their respective successors and assigns.

5. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Minnesota and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Minnesota in connection with any disputes arising out of this Assignment.

6. Parties Bound. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereby acknowledge and agree that electronic signatures, including execution using DocuSign, or signatures transmitted by electronic mail in so-called "pdf" format will be legal and binding and will have the same full force and effect as if an original of this Assignment had been delivered.

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City of Moorhead

By: _____
Michelle (Shelly) Carlson, Mayor

By: _____
Dan Mahli, City Manager

City of Fargo

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

Attest:

Steven Sprague, City Auditor

Minnesota State Community and Technical
College

By: _____

Its: _____

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption of Agreement (this “Assignment”) is made as of _____, 2024 (the “Effective Date”), by and between the City of Moorhead (“Moorhead”), the City of Fargo (“Fargo”) and Minnesota State Community and Technical College (“Minnesota State”).

RECITALS

A. **WHEREAS**, Moorhead and Minnesota State entered into a Services Contract to provide free rides to Minnesota State students on the Moorhead and Fargo Metro Area Transit fixed route transit system(the “Agreement”); and

B. **WHEREAS**, Moorhead desires to assign all its rights, interests, and benefits in the Agreement to Fargo, Fargo desires to accept such assignment from Moorhead and Minnesota State. desires to consent to this Assignment of the Agreement.

AGREEMENT

NOW THEREFORE, Moorhead and Fargo, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors and assigns, agree as follows:

1. Assignment. Moorhead hereby assigns and transfer all its rights, interests, and benefits in the Agreement to Fargo to have and to hold the same for all the rest of the term of the Agreement, and subject to all the terms, covenants, conditions and provisions contained in the Agreement.

2. Assumption. From and after the Effective Date, Fargo hereby assumes, covenants and agrees to keep and perform each and every obligation of Moorhead under the Agreement. Fargo agrees to be bound by each and every provision of the Agreement as if it had executed the same.

3. Minnesota State Consent to Assignment. Minnesota State hereby consents to this Assignment of the Agreement from Moorhead to Fargo.

4. Entire Agreement. This Assignment and the Agreement embody the entire agreement of the parties with respect to the subject matter hereof. This Assignment may be modified only by a written instrument duly executed by each of the parties hereto or their respective successors and assigns.

5. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Minnesota and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Minnesota in connection with any disputes arising out of this Assignment.

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City of Moorhead

By: _____
Michelle (Shelly) Carlson, Mayor

By: _____
Dan Mahli, City Manager

City of Fargo

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

Attest:

Steven Sprague, City Auditor

Minnesota State Community and Technical
College

By: _____

Its: _____

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This Assignment and Assumption of Agreement (this “Assignment”) is made as of _____, 2024 (the “Effective Date”), by and between the City of Moorhead (“Moorhead”), the City of Fargo (“Fargo”) and Minnesota State University Moorhead (“Minnesota State”).

RECITALS

A. **WHEREAS**, Moorhead and Minnesota State entered into an Interagency Agreement to provide free rides to Minnesota State students on the Moorhead and Fargo Metro Area Transit fixed route transit system (the “Agreement”); and

B. **WHEREAS**, Moorhead desires to assign all its rights, interests, and benefits in the Agreement to Fargo, Fargo desires to accept such assignment from Moorhead and Minnesota State desires to consent to this Assignment of the Agreement.

AGREEMENT

NOW THEREFORE, Moorhead and Fargo, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and each with intent to be legally bound, for themselves and their respective successors and assigns, agree as follows:

1. **Assignment**. Moorhead hereby assigns and transfer all its rights, interests, and benefits in the Agreement to Fargo to have and to hold the same for all the rest of the term of the Agreement, and subject to all the terms, covenants, conditions and provisions contained in the Agreement.

2. **Assumption**. From and after the Effective Date, Fargo hereby assumes, covenants and agrees to keep and perform each and every obligation of Moorhead under the Agreement. Fargo agrees to be bound by each and every provision of the Agreement as if it had executed the same.

3. **Minnesota State Consent to Assignment**. Minnesota State hereby consents to this Assignment of the Agreement from Moorhead to Fargo.

4. **Entire Agreement**. This Assignment and the Agreement embody the entire agreement of the parties with respect to the subject matter hereof. This Assignment may be modified only by a written instrument duly executed by each of the parties hereto or their respective successors and assigns.

5. **Governing Law**. This Assignment will be governed by and construed in accordance with the laws of the State of Minnesota and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Minnesota in connection with any disputes arising out of this Assignment.

6. **Parties Bound**. This Assignment shall be binding upon and inure to the benefit of the

parties hereto and their successors and assigns.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties hereby acknowledge and agree that electronic signatures, including execution using DocuSign, or signatures transmitted by electronic mail in so-called "pdf" format will be legal and binding and will have the same full force and effect as if an original of this Assignment had been delivered.

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

City of Moorhead

By: _____
Michelle (Shelly) Carlson, Mayor

By: _____
Dan Mahli, City Manager

City of Fargo

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

Attest:

Steven Sprague, City Auditor

Minnesota State University Moorhead

By: _____

Its: _____

November 25th, 2024

29

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

**RE: Bid Award -- Project WW2005
Sanitary Lift Station #62 Improvements**

Dear Commissioners:

The Water Reclamation Utility currently operates & maintains 71 sanitary sewer lift stations as a part of the Fargo/Metro collection system. Lift Station (LS) #62 is located east of 63rd St. S approximately 1/3 mile south of 52nd Ave. S. This LS was built in 2010 and currently serves the Deer Creek & Rocking Horse service areas as well as developments in Horace since 2017. With rapid growth in these areas, this service area has seen a rather large increase in flow especially during wet weather events. Sump pump discharge into the sanitary sewer system has caused high water alarms during rain events, creating a need to use auxiliary pumps to protect property. The 2017 Horace Sewer Agreement allocates 800 gpm to Horace through a connection near LS #62. The agreement also spells out that Horace will pay the "upcharge" to accommodate their flows while Fargo is responsible for the capacity increase for Rocking Horse & Deer Creek. This upcharge includes improvements to the lift station and force main that extends to the 45th Street Interceptor.

Water Reclamation staff also completed a lift station risk assessment tool to assign a risk factor-based review of each LS and develop a prioritized/criticality list of all lift stations to plan & project improvements based on consequence of failure and likelihood of failure. LS #62 ranked #1 out of 71 LS's with this assessment tool, thus Water Reclamation staff recommend a capacity expansion. This rehabilitation is included in the 2024-25 Capital Improvement Plan to be funded with Water Reclamation Infrastructure Sales Tax Fund 455.

This project was bid as three contracts: Individual bids were received for Contract 1- General Construction, Contract 2-Electrical Construction, as well as Contract 3- Combined General and Electrical.

Bids were opened at 11:45 PM on Wednesday November 20th, 2024 for work associated with Project WW2005-Lift Station #62 improvements. The low General Construction bid was from CC Steel, LLC. in the amount of \$439,420 and the low Electrical Construction bid was from JDP Electric Inc in the amount of \$309,824. The low general and electrical bids combined are \$749,244, which is below the engineers estimate of \$820,000. See attached bid tab for a detail of bid results.

Recommended Motion

Concur with the Water Reclamation Utility staff recommendation to award low General Construction bid to CC Steel, LLC and low Electrical Construction bid to JDP Electric, Inc as the lowest and best bids for Project WW2005-Lift Station #62 Improvements.

Respectfully Submitted,

Jim Hausauer
Water Reclamation Utility Director

Fargo - Lift Station 62 Improvements
City of Fargo
Fargo, ND
AE2S Project No. P00803-2024-009
Bid Opening Time 11:30 AM CDT Date Wednesday, November 20, 2024

Contractor		Acknowledge Addenda 1-3	5% Bid Bond	ND Contractor's License or Renewal	Contract No. 1 General Construction	Contract No. 2 Electrical Construction	Contract No. 3 Combined General and Electrical Construction
1	Key Contracting, Inc.	X	X	X	\$618,700.00		
2	R&R Excavating, Inc.	X	X	X	\$510,245.39		
3	CC Steel, LLC.	X	X	X	\$439,420.00		
4	Sun Electric, Inc.	X	X	X		\$365,850.00	
5	Warrior Energy, LLC.*	X		X			
6	ICS, Inc.	X	X	X	\$595,000.00		\$1,047,560.00
7	JDP Electric, Inc.	X	X	X		\$309,824.00	
	Engineer's Estimate						\$820,000.00

* Bid did not include the required bid bond classifying the bid as non-responsive and was not opened.



Chase Julson

 Chase Julson, PE

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



November 20, 2024

Mr. Jim Hausauer
Water Reclamation Utility Director
City of Fargo
206 Main Street
Mantador, ND 58058

**Re: Fargo Lift Station 62 Improvements
Engineer's Bid Review and Award Recommendation**

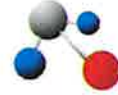
Dear Mr. Hausauer,

The City of Fargo opened bids for the Fargo Lift Station 62 Improvements Project (Project) at 11:30 a.m. on Wednesday, November 20, 2024 at Fargo City Hall. A total of seven (7) bidders submitted a total of eight (8) sealed bids. One of the bids did not include the 5% bid bond as required by the bidding documents and was not opened. This letter summarizes the bids received.

This project was bid as three (3) contracts. Individual bids were received for Contract No. 1 – General Construction and Contract No. 2 – Electrical Construction. Additionally, combined bids for the work under these two individual contracts was bid under Contract No. 3 – Combined General and Electrical Construction. Please note that a combined bid should not be accepted unless that bid is lower than the combined total of the lowest, responsible bid for the individual contracts. A brief summary of the construction contracts are presented in the following paragraphs:

- Contract No. 1 – General Construction: Work generally consists of providing and performing temporary bypass pumping; removal of existing wet well top section; furnishing and installing new wetwell top section with all required appurtenances; removal two (2) existing check valves; installation of two (2) Owner provided check valves; removal of two (2) plug valves; furnishing and installation of two (2) new plug valves; removal of one (1) existing magnetic flow meter; installation of one (1) new Hardware System Integrator provided magnetic flow meter; preparation and recoating of ductile iron process pipe; preparation and installation of a corrosion resistant lining system within wet well structure; removal of two (2) submersible pumps; furnishing and installing two (2) new submersible pumps.
- Contract No. 2 – Electrical Construction: Work generally consists of removal of existing control panel; furnishing and installing one (1) new control panel; furnishing of and connections to one (1) new magnetic flow meter; furnishing and installation of one (1) new generator; and associated control systems.
- Contract No. 3 – Combined General and Electrical Construction: Work general consists of the Work described under Contract No. 1 - General Construction and Contract No. 2 - Electrical Construction.

Mr. Jim Hausauer
Water Reclamation Utility Director
**Re: Fargo Lift Station 62 Improvements
Engineer's Bid Review and Award Recommendation**
November 20, 2024
Page 2 of 2



A bid tabulation is attached to this letter for your review. Based on a review of the Fargo Lift Station 62 Improvements Bid Results, the apparent low bidder for Contract No. 1 - General Construction is CC Steel, LLC. with a bid price of \$439,420.00 and the apparent low bidder for Contract No. 2 – Electrical Construction is JDP Electric, Inc. with a bid price of \$309,824.00.

The apparent low bids, provide a total project bid price of \$749,244.00 which is below the Engineer's estimate of \$820,000. As such, the project team recommends the following construction contracts be awarded:

- **Contract No. 1 – General Construction: CC Steel LLC. in the amount of \$439,420.00.**
- **Contract No. 2 – Electrical Construction: JDP Electric, Inc. in the amount of \$309,824.00.**

If the above recommendation is approved by the Fargo City Commission, the Notice of Award will be issued to the Contractors.

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

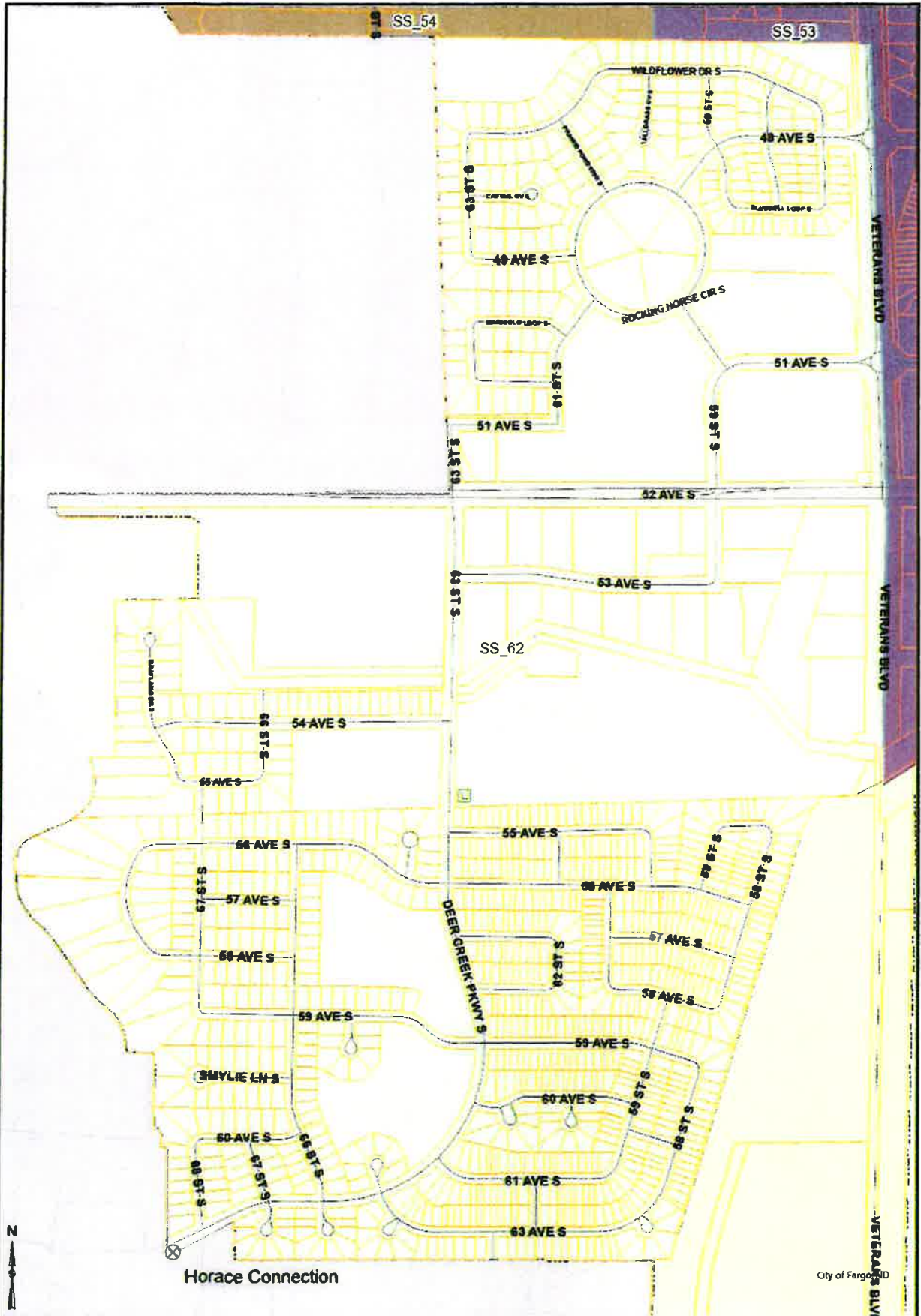
Respectfully Submitted,

AE2S

A handwritten signature in blue ink, appearing to read "Chase Julson", located below the typed name.

Chase Julson, PE
Project Manager

Attachments: Fargo Lift Station 62 Improvements Bid Results



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.

LS 62 Service Area

1:9,028

8/16/2024 9:07 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



REPORT OF ACTION

UTILITY COMMITTEE

Project: WW2005

Type: AE2S Task Order #12

Location: Sanitary Lift Station #62 Improvements

Date of Hearing: 8-21-2024

APPROVED BY THE BOARD
OF CITY COMMISSIONERS

9/3/24

39

<u>Routing</u>	<u>Date</u>
City Commission	9-3-2024
Project File	_____

Jim Hausauer, Water Reclamation Utility Director, presented the attached AE2S Task Order #12 for improvements associated with sanitary lift station (LS) #62. The Water Reclamation Utility currently operates and maintains 71 sanitary sewer lift stations as a part of the Fargo/Metro collection system. LS#62 is located east of 63rd St. S approximately 1/3 mile south of 52nd Ave. S. This LS was built in 2010 and currently serves the Deer Creek & Rocking Horse service areas as well as new developments northern Horace since 2017. With rapid growth in these areas, LS #62 has seen a rather large increase in flow (especially wet weather flow) through this lift station. The 2017 Horace Sewer Agreement allocates 800 gpm (1.15 mgd) or 1400 housing units to Horace through the connection near LS #62. The agreement also spells out that Horace will pay the "upcharge" to accommodate their flows while Fargo is responsible for the capacity increase in Rocking Horse and Deer Creek.

Water Reclamation staff have also completed a lift station risk assessment tool to assign a risk factor based review of each LS and develop a prioritized/criticality list of all lift stations to plan & project improvements based on consequence of failure and likelihood of failure. Lift Station #62 ranked #1 out of 71 LS's with this assessment tool, thus Water Reclamation staff feels that a preliminary design task order for improvements and a capacity expansion is needed.

Task Order #12 will consist of:

- 1). Preliminary Engineering Services-(Project Mgt. & Admin, and Lift Station Assessment)
- 2). Final Design-(Project Mgt. & Admin, Process and Electrical Improvements)
- 3). Bidding or Negotiation Services.

This Task Order & Improvement Project is included in the 2024-25 Capital Improvement Plan to be funded with Project WW2005-Water Reclamation Infrastructure Sales Tax Fund 455.

On a motion by Ben Dow, seconded by Nathan Boerboom, the Utility Committee voted to approve Task Order #12 from AE2S in the amount of \$70,000 for preliminary assessment/design, final design and bidding services for the Lift Station #62 Improvements.

Recommended Motion:

Concur with the Utility Committee to approve Task Order #12 from AE2S in the amount of \$70,000 for preliminary assessment/design, final design and bidding services for the Lift Station #62 Improvements.

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

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

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

November 19, 2024
Honorable Board of City Commissioners
City of Fargo

Commissioners,

The following is in Reference to City Auditors Ad number ITB25012. Bid opening was conducted on November 13, 2024. Please find attached the bid tabulation sheet listing all bids received for supplying chemicals to the Water Reclamation Utility for 2025. Listed below are the low and responsible bid for each chemical.

item #	Product Name	Vendor	Price \$ Per PO	Unit
24	Azone 15/ Sodium Hypochlorite	Hawkins	3.64	/gallon
25	Pretreat Plus Antiscalant	Hawkins	22.88	/gallon
26	Caustic Soda, 30%	Hawkins	4.95	/gallon
27	Caustic Soda 50%	Hawkins	0.508	/pound
28	Ferric Chloride, 35%	Hawkins	0.68	/pound
29	Ammonium Hydroxide, 19%	Hawkins	0.655	/pound
30	Sulfuric Acid, 40%	Hawkins	4.99	/pound
31	Citric Acid, 50%	Hawkins	1.27	/pound
32	Odor Control/Hydrogen Sulfide	Electric Pump	114.00	/FT ³ media
33	Odor Control/Broad Spectrum	Electric Pump	104.00	/FT ³ media
34	Calcium Nitrate / Bulk	Hawkins	3.09	/gallon
	Calcium Nitrate / Tote	Hawkins	4.74	/gallon
35	Hydrogen Peroxide 34% / Bulk	No bids		/gallon
	Hydrogen Peroxide 34% / Tote	Hawkins	5.28	/gallon
36	Cationic Flocculant	Hawkins [^]	1.85	/pound
		SVEN [^]	2.00	/pound

[^]The utility received two bidders for item 36 Cationic Flocculant. Currently staff is adapting to process changes with that specific treatment process. Having more flexibility with multiple vendors will allow us the capacity to experiment with different products. All in an effort to gain efficiencies within the dewatering process.

Recommendation;

Water Reclamation Staff recommendation to City Commission is to award the 2025 chemical bids to the aforementioned vendors and their respective chemicals.

Respectfully,



Mark M. Miller
Utility Superintendent
Water Reclamation Utility

Item #	Item	Bidder	Acknowledgement of bid specifications (x)	Guaranteed Bid Price Per Unit
				Purchase order payment
24	Azone 15 / Sodium Hypochlorite			\$/gallon=
		Hawkins, Inc.	X	3.64
25	Pretreat Plus Antiscalant			\$/gallon=
		Hawkins, Inc.	X	22.88
26	Caustic Soda, 30%			\$/gallon=
		Hawkins, Inc.	X	4.95
27	Caustic Soda, 50%			\$/pound=
		Hawkins, Inc.	X	0.508
28	Ferric Chloride, 35%			\$/pound=
		Hawkins, Inc.	X	0.68
29	Ammonium Hydroxide, 19%			\$/pound=
		Hawkins, Inc.	X	0.655
30	Sulfuric Acid, 40%			\$/gallon=
		Hawkins, Inc.	X	4.99
31	Citric Acid, 50%			\$/pound=
		Hawkins, Inc.	X	1.27
		Chemrite (required min purchase, not selected)	X	1.21 *
32	Odor Control/Hydrogen Sulfide			\$/FT ³ media=
		Electric Pump LLC	X	114.00
		MNX Inc.	X	140.89
33	Odor Control/Broad Spectrum			\$/FT ³ media=
		Electric Pump LLC	X	104.00
		MNX Inc.	X	137.89
34	Calcium Nitrate / Bulk			\$/gallon=
		Hawkins, Inc.	X	3.09
	Calcium Nitrate / Tote			\$/gallon=
		Hawkins, Inc.	X	4.74
35	Hydrogen Peroxide 34% / Bulk			\$/gallon=
	Hydrogen Peroxide 34% / Tote			\$/gallon=
		Hawkins, Inc.	X	5.28
36	Cationic Flocculant			\$/pound=
		Hawkins, Inc.	X	1.85
		Sioux Valley Environmental	X	2.00

All chemical bids received for the 2025 WTP & RWRF Chemical Bid are subjected to an evaluation by WTP & RWRF Staff to insure bid requirements and chemical specifications have been met prior to a recommendation of award is submitted to the City of Fargo Commission for approval. The bid tabulation results listed here may or may not reflect actual bid awarded depending on that evaluation. The City of Fargo Commission reserves the right to reject any and all bids and waive any informality.





Water Treatment Plant
 435 14th Avenue South
 Fargo, ND 58103
 Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

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November 19, 2024

Honorable Board of
 City Commissioners
 City of Fargo
 225 4th St. N
 Fargo, ND 58102

Dear Commissioners:

Attached please find a tabulation sheet from **ITB25011** listing all qualified bids received for supplying chemicals to the Water Treatment Plant for 2025. Listed below are the lowest and/or best value bids received for each of the chemicals:

ITB25011 Water Treatment Plant Chemical Bid Results		
Product Name	Vendor	Unit Price
Aluminum Sulfate	Hawkins, Inc.	\$0.1625 / pound
Anhydrous Ammonia	Hawkins, Inc.	\$3.15 / pound
Citric Acid, 50%	Hawkins, Inc.	\$0.9625 / pound
Hydrofluosilicic Acid	Univar Solutions Inc.	\$0.28 / pound
Hydrogen Peroxide, 34%	Hawkins, Inc.	\$0.58 / pound
Lime	Graymont (WI) LLC	\$285.50 / ton
Liquid carbon Dioxide	Linde Inc.	\$184.00 / ton
Liquid Chlorine	Hawkins, Inc.	\$2,208.00 / ton
Liquid Oxygen	Linde Inc.	\$137.66 / ton
Aluminum Chlorohydrate	Hawkins, Inc.	\$0.485 / pound
Polyphosphate	Carus, LLC.	\$1.51 / pound
Ferric Sulfate 60%	Hawkins, Inc.	\$3.05 / gallon
Soda Ash	DuBois Chemicals, Inc.	\$460.00 / ton
Sodium Bisulfite, 38%	Thatcher Company, Inc.	\$0.39 / pound
Sodium Hydroxide, 50%	Univar Solutions Inc.	\$0.2193 / pound
Sodium Hypochlorite, 12.5%	Hawkins, Inc.	\$0.325 / pound
Sulfuric Acid, 40% Totes	Hawkins, Inc.	\$0.46 / pound
Sulfuric Acid, 40% Pails	Hawkins, Inc.	\$9.26 / gallon
Sulfuric Acid, 93%	Hawkins, Inc.	\$0.16 / pound
Poly DADMAC 20	Hexagon Technologies	\$1.49 / pound
Anionic Polyacrylamide	Neo Solutions, Inc.	\$1.91 / pound
Acetic Acid 56	Hawkins, Inc.	\$1.70 / pound
Anionic Flocculant	Sioux Valley Environmental	\$1.40 / pound

The recommendation is to award the 2025 chemical bids as listed above.

The estimated chemical use for 2025 with bid results from ITB25011 reflect an 8.9% increase in costs compared to 2024.

Sincerely,

Troy B. Hall
 Water Utility Director

Sincerely,

Brian A. Ward
 Water Plant Superintendent

ITB25011

**FARGO WATER TREATMENT PLANT
2025 ANNUAL CHEMICAL BIDDING SUMMARY OF QUALIFYING BIDS**

Product Name	Vendor	Estimated Annual	Tons, lbs. or gallons	Unit Price \$ per	Estimated Annual Cost	Payment Method	Recommendation
Aluminum Sulfate	Chemtrade	70,000	lbs	0.2492	\$17,444.00	PO	
	Hawkins Inc.	70,000	lbs	0.1625	\$11,375.00	PO	Accept
Anhydrous Ammonia	Hawkins, Inc.	54,000	lbs	3.15	\$170,100.00	PO	Accept
Citric Acid, 50%	Hawkins, Inc.	60,000	lbs	0.9625	\$57,750.00	PO	Accept
	Thatcher Company, Inc.	60,000	lbs	1.20	\$72,000.00	PO	
	Sioux Valley Enviromental	60,000	lbs	1.25	\$75,000.00	PO	
	Chemrite, Incorporated	60,000	lbs	1.09	\$65,400.00	PO	
	Shannon Chemical Corp.	60,000	lbs	1.14	\$68,400.00	PO	
Hydrofluosilicic Acid	Hawkins Inc.	200,000	lbs	0.30	\$60,000.00	PO	
	Pencco	200,000	lbs	0.365	\$73,000.00	PO	
	Univar Solutions	200,000	lbs	0.28	\$56,000.00	PO	Accept
Hydrogen Peroxide, 34%	Hawkins, Inc.	50,000	lbs	0.58	\$29,000.00	PO	Accept
Lime	Graymont (WI) LLC	4,400	Tons	285.50	\$1,256,200.00	PO	Accept
Liquid Carbon Dioxide	Linde, Inc.	650	Tons	184.00	\$119,600.00	PO	Accept
	American Welding & Gas	650	Tons	185.00	\$120,250.00	PO	
	Central McGowan	650	Tons	205.00	\$133,250.00	PO	
Liquid Chlorine	Hawkins	140	Tons	2,208.00	\$309,120.00	PO	Accept
Liquid Oxygen	American Welding & Gas	375	Tons	205.36	\$77,010.00	PO	
	Central McGowan	375	Tons	181.13	\$67,923.75	PO	
	Linde	375	Tons	137.66	\$51,622.50	PO	Accept
Aluminum Chlorohydrate	Chemtrade	2,000,000	lbs	0.75	\$1,500,000.00	PO	
	Hawkins	2,000,000	lbs	0.485	\$970,000.00	PO	Accept
	USALCO, LLC	2,000,000	lbs	0.59	\$1,180,000.00	PO	
Polyphosphate	Carus LLC	120,000	lbs	1.51	\$181,200.00	PO	Accept
	Chemrite, Incorporated	120,000	lbs	2.15	\$258,000.00	PO	
	Shannon Chemical Corp.	120,000	lbs	1.54	\$184,800.00	PO	
Ferric Sulfate 60%	Chemtrade	110,000	gallons	4.8175	\$529,925.00	PO	
	Pencco	110,000	gallons	3.88	\$426,800.00	PO	
	Hawkins Inc.	110,000	gallons	3.05	\$335,500.00	PO	Accept
Soda Ash	Killoran T&B, Inc.	1,200	Tons	551.25	\$661,500.00	PO	
	Thatcher Company, Inc.	1,200	Tons	530.00	\$636,000.00	PO	
	Dubois Chemicals, Inc.	1,200	Tons	460.00	\$552,000.00	PO	Accept
Sodium Bisulfite, 38%	Hawkins, Inc.	66,000	lbs	0.415	\$27,390.00	PO	
	Thatcher Company, Inc.	66,000	lbs	0.39	\$25,740.00	PO	Accept
Sodium Hydroxide, 50%	Univar Solutions	1,100,000	lbs	0.2193	\$241,230.00	PO	Accept
	Hawkins, Inc.	1,100,000	lbs	0.29	\$319,000.00	PO	
Sodium Hypochlorite, 12.5%	Hawkins Inc.	100,000	lbs	0.325	\$32,500.00	PO	Accept
Sufuric Acid, 40% Totes	Hawkins, Inc.	16,000	lbs	0.46	\$7,360.00	PO	Accept
Sufuric Acid, 40% Pails	Hawkins, Inc.	50	gallons	9.26	\$463.00	PO	Accept
Sulfuric Acid, 93%	Hawkins Inc.	1,200,000	lbs	0.16	\$192,000.00	PO	Accept
Poly DADMAC 20	Sioux Valley Enviromental	50,000	lbs	1.60	\$80,000.00	PO	
	Hexagon Technologies	50,000	lbs	1.49	\$74,500.00	PO	Accept
Anionic Polyacrylamide	Neo Solutions, Inc.	6,600	lbs	1.91	\$12,606.00	PO	Accept
	Hexagon Technologies	6,600	lbs	2.19	\$14,454.00	PO	
Acetic Acid 56	Hawkins Inc.	2,250	lbs	1.70	\$3,825.00	PO	Accept
Anionic Flocculant	Sioux Valley Enviromental	66,000	lbs	1.40	\$92,400.00	PO	Accept
	Hawkins	66,000	lbs	2.01	\$132,660.00	PO	

2025 Estimated Chemical Cost of Bid Chemicals = \$4,782,091.50

The recommendation is to accept bid chemicals as listed above.



Water Treatment Plant
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November 21, 2024

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

Subject: MAP Thriving Communities Grant Application for Lead Service Line Replacement in Fargo

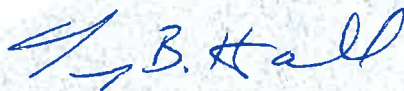
Dear Commissioners:

Water Utility staff is requesting authorization to submit a grant application for Lead Service Line Replacement (LSLR) in Fargo. Attached is an informational sheet about a new grant program available. The Water Utility staff was recently made aware of this new grant program. With a successful grant application, the funding would be used in Core Neighborhoods in Fargo for LSLR.

This is a competitive grant application and includes project options for disadvantaged communities beyond LSLR and drinking water. To fund projects through 2026, there will be at least three rounds of applications with different application deadlines. The first application deadline is December 12, 2024. If successful, the City of Fargo would be eligible to be awarded two grants for up to \$600,000 total through 2026.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

RECOMMENDED MOTION: Authorize Water Utility staff to submit a grant application under a Mountain and Plains Thriving Communities initiative for Lead Service Line Replacement in Fargo.



EJ TCGM
Environmental Justice
Thriving Communities
Grantmaking Program
U.S. Environmental Protection Agency



EJ TCTAC
Environmental Justice
Thriving Communities Technical
Assistance Centers Program
U.S. Environmental Protection Agency
Partnership with the Department of Energy

The **Mountains and Plains Thriving Communities Collaborative (MaPTCC)** and the **Mountains and Plains Environmental Justice Grants Hub (MAP EJ Grants Hub)** are working together to support your community's environmental justice initiatives.

MaPTCC is Region 8's Technical Assistance (TA) provider, MaPTCC offers broad support for all federal funding programs, including MAP EJ Grants.

MAP EJ Grants Hub is the grant maker for the Thriving Communities Grantmaker Program in Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 28 federally recognized Tribes. MAP EJ Grants Hub designs, delivers, and supports the grant process.



How can MaPTCC and MAP EJ Grants Hub support your grant application?

MaPTCC can help you:

- Develop and prepare your application
- Determine the most appropriate MAP EJ Grants tier for your project
- Help plan your project step-by-step
- Connect with experts in your field of interest
- Network with groups doing similar work
- Identify resources for proposal development



MAP EJ Grants Hub can help you:

- Answer technical and logistical questions about the program
- Unique Entity ID (UEI) acquisition process
- Other grant-specific questions

Providing post-award technical assistance on:

- Workplan development
- Program implementation challenges
- Reporting requirements



MAP EJ Grants Hub supports you with grant program information before applying, and provides technical assistance after you receive a grant.



Ready to take the next step?

Contact us today to start your journey towards environmental justice funding.

MaPTCC: www.montana.edu/thrivingcommunities, R8TCTAC@montana.edu

MAP EJ Grants Hub: mapejgrants.org, mapejgrants@jsi.com