

FARGO CITY COMMISSION AGENDA  
Monday, September 30, 2024 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 16, 2024).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Harwood's 4th Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/16/24.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Legacy I Eighth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/16/24.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Legacy I Eighth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/16/24.
- 4. Renewal of the Alcoholic Beverage and Live Entertainment Licenses until 9/30/25, contingent upon all essential requirements for renewal are met by 9/30/24.
- 5. Applications for Games of Chance:
  - a. 4 Luv of Dog Rescue for a raffle on 11/2/24.
  - b. Eagles Elementary PTA for bingo on 10/25/24 and 2/11/25.
  - c. Family Wellness for a raffle on 10/24/24.
  - d. Fargo South High School for a raffle on 10/22/24-2/25/25.
  - e. Kennedy Elementary PTA for a raffle on 10/25/24.
  - f. Sts. Anne and Joachim Catholic Church for a raffle on 11/10/24.
  - g. United Way of Cass-Clay for a raffle on 11/29/24.
  - h. Women's Care Center (FirstChoice Clinic) for bingo on 10/15/24.
- 6. Consent to Construction with JBJ Properties, LLC for a parking lot located at 5508 and 5418 53rd Avenue South.
- 7. Conduit Lease Agreement with VAL-ED Joint Venture, LLP d/b/a 702 Communications for conduit in the 4th Street Duct Bank.
- 8. Variance Acknowledgement and Liability Waiver with Riverside Cemetery Association to construct a ossuary and columbarium structure at 2102 5th Street South.

9. Encroachment Agreement (Bus Pullout) with Oak Grove Lutheran School for a bus pullout at 2710 32nd Avenue South.
10. Agreements Regarding Deferral of Special Assessments with A & T Land Co. LLC for properties located at 6000 45th Street South, 6132 45th Street South, 6679 45th Street South and 6897 45th Street South.
11. Negative Final Balancing Change Order No. 1 in the amount of -\$192,930.10 for Project No. PR-21-E1.
12. Memorandum of Understanding Regarding Construction and Maintenance with the Park District of the City of Fargo for the River Drive Shared Use Path (Improvement District No. SN-14-A1).
13. Memorandum of Understanding Regarding Construction and Maintenance with the Park District of the City of Fargo for the Drain 27 Shared Use Path (Improvement District No. SN-25-A0).
14. Change Order No. 3 in the amount of \$4,614.50 and time extension to the final completion date to 2/14/25 for Improvement District No. BN-23-E1.
15. Reimbursement to St. Mary's Cathedral in the amount of \$12,587.17 for repair of the sprinkler system damaged during construction (Improvement District No. BR-23-C1).
16. Create Improvement District No. BR-25-A (Paving and Utility Rehab/Reconstruction).
17. Contract and bond for Improvement District No. BR-23-G3.
18. Bid Award to Valley Green and All-Terrain for snow and ice removal services (RFP24314).
19. Items from the FAHR Staff Meeting:
  - a. Receive and file General Fund – Budget to Actual through 8/31/24.
  - b. Fire Department Budget adjustment in the amount of \$150.00.
  - c. ND Department of Transportation Traffic Safety Contract in the amount of \$49,000.00 for the Fargo Police Department (CFDA #s 20.600, 20.608 and 20.616).
  - d. Revised plans for the Parking Garage on NP Avenue.
20. Authorize the City Attorney's office to sign a letter of support to the FAA for the Certificate of Waiver/Authorization for the Red River Valley Unmanned Aircraft Systems Unit.
21. Memorandum of Understanding Related to Joint Training Program for West Fargo and Fargo Fire Department Recruits with the City of West Fargo.
22. Master Service Agreement with AdShark (RFP24278).
23. Agreement for Services with Clay County Public Health.
24. Notice of Grant Award from the ND Department of Health and Human Services for PHEP City Readiness Initiative (CFDA #93.069).
25. Notice of Grant Award from the ND Department of Health and Human Services for HIV.HCV Counseling, Testing and Referral (CFDA #93.940).

26. Notice of Grant Award from the ND Department of Health and Human Services for Combatting Obesity (CFDA #93.991).
27. Notice of Grant Award from the ND Department of Health and Human Services for PHEP-EPR All Hazards (CFDA #93.069).
28. Contract Agreement for Services with New Life Center.
29. Contract Agreement for Services with New Roots Midwest.
30. Contract Agreement for Services with Soul Solutions.
31. Contract Agreement for Services with Southpointe Pharmacy.
32. Contract Agreement for Services with Kelly Buettner-Schmidt.
33. Letter of Support for the EPA 319 Grant Proposal.
34. Amendment No. One to Consulting Agreement with czb, LLC for Land Development Code and Incentive Policy Updates (RFP22159).
35. Exempt Purchase from Butler Machinery in the amount of \$144,701.97 for the Solid Waste Landfill Gas Generator maintenance and top-end overhaul (EX24336).
36. Task Order No. 1 with HDR Engineering, Inc. in the amount of \$179,130.00 for the reconditioning and piping improvements for Water Tower No. 6 Project.
37. Amendment No. 1 to Task Order No. 22 with AE2S in the amount of \$96,850.00 for Project No. WA2152.
38. Bills.

**REGULAR AGENDA:**

39. Recommendation to approve the purchase of Flock Safety technology from the Flock Group, Inc. for the Fargo Police Department (SSP24324).

**PUBLIC HEARINGS - 5:15 pm:**

40. **PUBLIC HEARING** – The Pines at the District Second Addition and The Pines at the District Addition (4400 56th Avenue South and 5691 43rd Street South); approval recommended by the Planning Commission on 9/5/24:
  - a. Zoning Change from MR-3, Multi-Dwelling Residential and LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay.
  - b. 1st reading of rezoning Ordinance (The Pines at the District Second Addition).
  - c. 1st reading of rezoning Ordinance (The Pines at the District Addition).
41. **PUBLIC HEARING** - Renaissance Zone Rehabilitation Project for TA Investments, LLC (Project 366-F) for the rehabilitation of a residential property located at 315 Main Avenue.
42. **PUBLIC HEARING** - Special Assessment of Business Improvement District (BID) fees, unpaid utility bills and maintenance of skyway system.

43. **PUBLIC HEARING** - Special Assessments for the 2024 New and Reconstruction of City Ordered Sidewalks (Project No. SR-23-A).
44. **PUBLIC HEARING** - Special Assessments for the 2024 New and Reconstruction of City Ordered Sidewalks (Project No. SR-23-B).
45. **PUBLIC HEARING** – Special Assessment List for the following Improvement Districts, all having been approved by the Special Assessment Commission on 8/29/24:
  - a. New Paving and Utility Construction Improvement District No. BN-22-C.
  - b. New Utility and Paving Construction Improvement District No. BN-22-F.
  - c. New Paving and Utility Construction Improvement District No. BN-22-G.
  - d. New Paving and Utility Construction Improvement District No. BN-22-L.
  - e. New Paving and Utility Construction Improvement District No. BN-23-C.
  - f. Paving and Utility Rehab/Reconstruction Improvement District No. BR-22-A.
  - g. Paving and Utility Rehab/Reconstruction Improvement District No. BR-22-B.
  - h. Paving and Utility Rehab/Reconstruction Improvement District No. BR-22-C.
  - i. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-B.
  - j. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-C.
  - k. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-E.
  - l. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-F.
  - m. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-H.
  - n. Paving and Utility Rehab/Reconstruction Improvement District No. BR-23-J.
  - o. New Paving Construction Improvement District No. PN-22-M.
  - p. Asphalt Wear Course Improvement District No. PN-23-A.
  - q. New Paving Construction Improvement District No. PN-23-E.
  - r. Seal Coat Improvement District No. PR-23-C.
  - s. Asphalt Mill and Overlay Improvement District No. PR-23-E.
  - t. Asphalt Mill and Overlay Improvement District No. PR-23-G.
  - u. New Utility Construction Improvement District No. UN-23-A.
  - v. Utility Rehab/Reconstruction Improvement District No. UR-23-A.
46. Recommendation to approve the Preliminary Budget as the Final Budget for 2025 and the proposed tax levies.
  - a. Recommendation from Commissioner Strand to amend the 2025 Budget.
47. Liaison Commissioner Assignment Updates.
48. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://www.fargoND.gov/VirtualCommission)).

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

Minutes are available on the City of Fargo website at [www.fargoND.gov/CityCommission](https://www.fargoND.gov/CityCommission).



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

①

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

1 AN ORDINANCE REZONING A CERTAIN PARCEL  
2 OF LAND LYING IN HARWOOD'S 4<sup>TH</sup> ADDITION  
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on July 2, 2024; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on September  
11 16, 2024,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 All of Harwood's 4<sup>th</sup> Addition to the City of Fargo, Cass County, North Dakota;  
16 is hereby rezoned from "MR-3", Multi-Dwelling Residential, District to "SR-5", Single-Dwelling  
17 Residential, District.

18 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his  
19 office so as to conform with and carry out the provisions of this ordinance.  
20  
21  
22  
23

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

②

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

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN LEGACY I EIGHTH ADDITION TO THE  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on August 6, 2024; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 16, 2024,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1) of Legacy I Eighth Addition to the City of Fargo, Cass County, North Dakota,

that is currently zoned "GO", General Office, District, with an existing "C-O", Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 5343, will hereby be rezoned to "MR-3", Multi-Dwelling Residential, District, repealing said "C-O", Conditional Overlay, District and establishing a "PUD", Planned Unit Development Overlay as follows:

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

The PUD will include a site plan for the development that is incorporated here by reference. The PUD will, generally, apply the MR-3 development standards, except as otherwise provided below:

	<b>Current LDC development standards for MR-3</b>	<b>PUD modifications to MR-3 development standards</b>
Allowed Uses	Detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children or adults, group living, parks and open space, religions institution, safety services, schools, and basic utilities	<i>No Change</i>
Minimum Lot Area	5,000 SF	<i>No Change</i>
Minimum Lot Width	50'	<i>No Change</i>
Residential Density	24 du/acre	40 du/Acre
Setbacks	Front: 25' Interior: 10' Street Side: 12.5 Rear: 20'	<i>Front: 15', others no change</i>
Max. Height	60 feet	<i>No Change</i>
Building Coverage	35% of lot area	<i>40 % of lot area</i>
Minimum open space	35% of lot area	<i>30% of lot area</i>
Parking-Residential—Multi-dwelling	Efficiency 1.25 stalls per unit  1 Bedroom and Larger 2 stalls per unit.  0.25 stalls per unit guest parking	<i>1.5 Stalls per unit</i>
Parking--Retail	1 space per 250 SF	<i>Not Applicable</i>
Landscaping—Street Trees	1 per every 50 feet on arterials; 1 per every 35 feet on locals	<i>No Change</i>
Landscaping—Open Space	3 plant units per 1,000 SF of area; 8 sf per unit,	<i>Reduction to 50% of required plant units to be</i>

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FARGO, NORTH DAKOTA

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

		<i>located between the building front and street</i>
1	Landscaping—Parking Lot Perimeter	Buffers shall be located between adjacent streets rights of way and off-street parking areas and all vehicular circulation areas within the front or streetside setback per Table 20-0705(D)(3)
2		<i>No Change</i>
3		
4	Paving Setbacks	Parking lots and vehicular circulation areas shall provide a a paving setback per Table 20-0705(D)(4)
5		<i>No Change</i>
6		
7	Residential Protection Standards (RPS)—Setback from abutting side and rear lot line	Development on lots adjacent to side or rear lines of lots in the SR or MR zoning district must meet the setbacks per Table 20-0704(B)(1)
8		<i>No Change</i>
9	RPS—Front Setback	For new multi-family or nonresidential development occurs on lots adjacent to the side lot in any SR or MHP district, see 20-0704(B)(2) for setback requirements.
10		<i>No Change</i>
11		
12	RPS—Visual screening of dumpsters and outdoor storage areas	Required on all dumpsters and storage areas
13		<i>No Change</i>
14	RPS—building height, 75 feet from residential	35 feet max
15		<i>No Change</i>
16	RPS—building height 76-100 feet from residential	45 feet max
17		<i>55' Max</i>
18	RPS—building height 101--150 feet from residential	55 feet max
19		<i>No Change</i>
20	RPS-residential protection buffers	At least 10 feet with 1 tree and 20 shrubs per 50 lineal feet
21		<i>No Change</i>

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

RPS—operating hours	No garbage or recycling services between 10:00 p.m. and 6:00 a.m.	<i>No Change</i>
RPS--lighting	No light more than 0.4 footcandles one foot inside SR-zoned lot	<i>No Change</i>
RPS--odor	See 20-0704(H)— <i>usually not a problem on residential and commercial developments</i>	<i>No Change</i>

Additional Standards

1. All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally- colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; glass; or commercial metal siding. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used.

2. Ground floor facades that exceed four feet in height above grade, that face public streets shall have arcades, windows, entry areas, awnings, or other such features along no less than 30% of their horizontal length. If the facade facing the street is not the front it shall include the same features and/or landscaping in scale with the facade.

3. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view by parapets or screens, including but not limited to the back of the structure.

4. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on three (3) sides.. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor. Dumpster enclosure must be set back minimum of 20 feet from abutting site and rear lot lines of SR zoned properties. The location and orientation of the dumpster enclosure shall be identified on the master land use plan and considered acceptable if the master land use plan is approved.

5. The cumulative total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.

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

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



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

3

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

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
2 LYING IN LEGACY I EIGHTH ADDITION TO THE  
3 CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on June 4, 2024; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on September  
11 16, 2024,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1), Block One (1) of Legacy I Eighth Addition to the City of Fargo, Cass  
16 County, North Dakota,

17 that is currently zoned "GO", General Office, District, with an existing "C-O", Conditional  
18 Overlay, District, as established by Fargo Municipal Ordinance No. 5343, will remain as  
19 such.

20 Section 2. The following described property:

21 Lots Two (2) and Three (3), Block One (1) of Legacy I Eighth Addition to the City  
22 of Fargo, Cass County, North Dakota,

23 that is currently zoned "GO", General Office, District, with an existing "C-O", Conditional

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Overlay, District, as established by Fargo Municipal Ordinance No. 5343, will hereby be rezoned to "SR-5", Single-Dwelling Residential, District.

Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

4

## MEMORANDUM

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**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** STEVEN SPRAGUE, CITY AUDITOR

**SUBJECT:** 2024-2025 1<sup>st</sup> QUARTER ALCOHOL BEVERAGE LICENSE RENEWAL

**DATE:** SEPTEMBER 30, 2024

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On February 21, 2023 the City Commission directed the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15:Alcoholic Beverages, relating to owner/manager(s) changes and reporting requirements.

Attached is a list of 39 alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through September 30, 2025. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

The renewal requirements include:

- Completion and submission of license renewal form.
- Background check on current owners and manager(s) performed by Fargo Police Department.

If you have any questions regarding this matter, please feel free to contact me.

**Recommended Motion:**

Approve the 1<sup>st</sup> quarter renewal of the attached Liquor licenses until September 30, 2025, upon the condition that all of the essential requirements for renewal are present by September 30, 2024.

Bismarck Tavern  
Blackbird Woodfire  
Borrowed Bucks  
Bottle Barn Liquors  
Bottle Barn Off Broadway  
Cowboy Jacks  
Double Down  
Drekker Brewing Company  
Elks  
Empire Liquors West  
Empire Tavern  
Fargo Brewing Company  
Fargo Country Club  
Fargo Stopping Center  
Frank's Lounge  
Happy Harry's Bottle Shop (45 St S)  
Happy Harry's Bottle Shop (19 Ave N)  
Happy Harry's Bottle Shop (53 Ave S)  
Hi-Ho South  
JL Beers (32 Ave S)  
JL Beers (1 Ave N)  
KingPinz  
Marges Bar  
Marges Diner  
Mezzaluna  
Nobull Country Club  
Northport Liquors  
Old Broadway Food & Brewing Co  
Rick's Bar  
Round Up (45th St) Royal Liquors and Bar  
Royal Liquors & Woody's Bar (32nd Ave)  
Royal Liquors (25th St)  
Royal Liquors (Main Ave)  
Royal Liquors Village West  
Side Show Café  
SmashBurger  
Speck's Bar  
The Bulldog Tap  
VFW



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

500

Applying for (check one)

<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be conducted	<input type="checkbox"/> Raffle by a Political or Legislative District Party
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

**ORGANIZATION INFO**

Name of Organization or Group <b>4 Luv of Dog Rescue</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>11/02/24</b>	
Organization or Group Contact Person <b>Jill Nona</b>	E-mail <b>jill@4luvofdog.org</b>	Telephone Number <b>701-261-7272</b>	
Business Address <b>PO Box 9283</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58106-9283</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Holiday Inn</b>		County <b>Cass</b>	
Site Physical Address <b>3806 13th Ave. So.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
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.) <b>50/50 Raffle held 11/02/24</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Cash Raffle	50% of Raffle Cash (approximate amount)	\$1,200.00
Total (limit \$40,000 per year)		\$ 1,200.00

**ADDITIONAL REQUIRED INFORMATION**

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

Printed Name of Organization Group's Permit Organizer <b>Jill Nona</b>	Telephone Number <b>701-261-7272</b>	E-mail Address <b>jill@4luvofdog.org</b>
Signature of Organization Group's Permit Organizer <i>Jill Nona</i>	Title <b>Vice President / Treasurer</b>	Date <b>09/24/24</b>



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

56 ✓

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Eagles Elementary PTA</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>October 25 2024 &amp; February 11 2025</b>	
Organization or Group Contact Person <b>Janae Fritz</b>	E-mail <b>eagleacespta@gmail.com</b>	Telephone Number <b>701-793-4260</b>	
Business Address <b>3502 S University Drive</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Eagles Elementary</b>		County <b>Cass</b>	
Site Physical Address <b>3502 S University Drive</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
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.) <b>Family Fun Bingo Thursday, October 25th 2024 &amp; Tuesday, February 11th 2025</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	Books	\$50
Bingo	Giftcards - \$50 Target, \$5 DQ	\$200
Bingo	Trinkets	\$50
Total (limit \$40,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>Help fund future family fun events</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Janae Fritz</b>	Telephone Number <b>701-793-4260</b>	E-mail Address <b>eagleacespta@gmail.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Eagles Elementary PTA President</b>	Date <b>9/20/24</b>





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

(50)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

## ORGANIZATION INFO

Name of Organization or Group <b>Family Wellness</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10/24/24</b>	
Organization or Group Contact Person <b>Brea Egelund</b>	E-mail <b>brea.egelund@sanfordhealthn.org</b>	Telephone Number <b>701-234-5996</b>	
Business Address <b>2900 Seter Parkway</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Family Wellness</b>		County <b>Cass</b>	
Site Physical Address <b>2900 Seter Parkway</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
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.) <b>Childcare Halloween event on 10/24/24, 5pm-8pm; raffle</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Basket 1	\$100
Raffle	Basket 2	\$100
Raffle	Basket 3	\$100
Total (limit \$40,000 per year)		\$ 500

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>Purchase new toys, sensory toys to enhance development, tables and chairs</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <b>\$2500</b> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Breanna Egelund</b>	Telephone Number <b>701-234-5996</b>	E-mail Address <b>brea.egelund@sanfordhealthn.org</b>
Signature of Organization Group's Permit Organizer <b>Breanna Egelund</b>	Title <b>Development Manager</b>	Date <b>9-16-24</b>



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

(5d)

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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

**ORGANIZATION INFO**

Name of Organization or Group		Dates of Activity (Does not include dates for the sales of tickets)	
Fargo South High School		10/22/24 - 2/26/25	
Organization or Group Contact Person	E-mail	Telephone Number	
Kris Haphey	hapheyk@fargo.k12.nd.us	701-446-2022	
Business Address	City	State	ZIP Code
1840 15th Ave S	Fargo	ND	58103
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name		County	
Fargo South High School		Cass	
Site Physical Address	City	State	ZIP Code
1840 15th Ave S	Fargo	ND	58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
See attached			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	1/2 of money collected	
Total (limit \$40,000 per year)		\$ 3,000.00

**ADDITIONAL REQUIRED INFORMATION**

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

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address
Kris Haphey	701-446-2022	hapheyk@fargo.k12.nd.us
Signature of Organization Group's Permit Organizer	Title	Date
	Bookkeeper	8/30/2024



## APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

5e

Applying for (check one)

☒ Local Permit

☐ Restricted Event Permit\*

Games to be conducted

☐ Raffle by a Political or Legislative District Party

☐ Bingo

☒ Raffle

☐ Raffle Board

☐ Calendar Raffle

☐ Sports Pool

☐ Poker\*

☐ Twenty-One\*

☐ Paddlewheels

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

## ORGANIZATION INFO

Name of Organization or Group <b>Kennedy Elementary PTA</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10/25/24</b>	
Organization or Group Contact Person <b>Heather Pundt</b>	E-mail <b>heather.pundt@yahoo.com</b>	Telephone Number <b>651-245-3521</b>	
Business Address <b>4401 42nd St. S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different) <b>4222 Woodhaven St. S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>

## SITE INFO

Site Name <b>Kennedy Elementary School</b>	County <b>Cass</b>
Site Physical Address <b>4401 42nd St. S.</b>	City <b>Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58104</b>

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

Raffle 10/25/24

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Handmade Quilts (2)	\$150 (each)
Raffle	Blenders Holiday Concert tickets (4); Holiday lights tickets (4)	\$52.50 (each); \$20 (each)
Total (limit \$40,000 per year)		\$590

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds  
**Fundraising for Kennedy PTA programs/events**

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 <b>Heather Pundt</b>	Telephone Number <b>651-245-3521</b>	E-mail Address <b>heather.pundt@yahoo.com</b>
Signature of Organization Group's Permit Organizer <b>Heather Pundt</b>	Title <b>Vice President</b>	Date <b>9/18/24</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

5f

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

## ORGANIZATION INFO

Name of Organization or Group <b>Sts. Anne &amp; Joachim Catholic Church</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>11/10/24</b>	
Organization or Group Contact Person <b>Jenn Hulstein</b>	E-mail <b>jhulstein@outlook.com</b>	Telephone Number <b>701-235-5757</b>	
Business Address <b>5202 25th St. S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Sts. Anne &amp; Joachim Catholic Church</b>		County <b>Cass</b>	
Site Physical Address <b>5202 25th St. S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
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.) <b>11/10/24</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle</b>	<b>1st-\$8,000; 2nd-\$6,000; 3rd-\$4,000; 4th&amp;5th - \$1000/ea; 6th-10th - \$500/ea</b>	<b>\$22,500</b>
Total (limit \$40,000 per year)		\$ <b>22,500</b>

## ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer <b>Jenn Hulstein</b>	Telephone Number <b>701-235-5757</b>	E-mail Address <b>jhulstein@outlook.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Business Manager</b>	Date <b>8/16/24</b>



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

508 ✓

Applying for (check one)

<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be conducted	<input type="checkbox"/> Raffle by a Political or Legislative District Party
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

**ORGANIZATION INFO**

Name of Organization or Group <b>United Way of Cass-Clay</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>November 29, 2024</b>	
Organization or Group Contact Person <b>Tiffany McShane</b>	E-mail <b>tmcshane@unitedwaycassclay.org</b>	Telephone Number <b>701-532-4603</b>	
Business Address <b>4351 23rd Avenue South</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Goldmark Property Management</b>		County <b>Cass</b>	
Site Physical Address <b>4340 18th Ave. S Fargo</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
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.) <b>Raffle Sales 11/1-11/21, Raffle Winner Drawn 11/29</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Two MN Vikings Football Tickets (Game to be selected)	\$600.00
Total (limit \$40,000 per year)		\$600.00

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds Proceeds will benefit United Way funded programs, resources, and services in Cass & Clay counties to reduce barriers and help lift local families out of poverty.	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <b>\$6,045</b> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Karla Isley</b>	Telephone Number <b>701-237-5050</b>	E-mail Address <b>kisley@unitedwaycassclay.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>President &amp; CEO</b>	Date <b>September 17, 2024</b>



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

5h

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Women's Care Center (FirstChoice Clinic)</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>October 15, 2024</b>	
Organization or Group Contact Person <b>Mona Franck</b>	E-mail <b>mona@wccnd.com</b>	Telephone Number <b>701-237-5902</b>	
Business Address <b>103 University Dr N</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58012</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Hilton Garden Inn</b>		County <b>Cass</b>	
Site Physical Address <b>4351 17th Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
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.) <b>Tuesday, October 15th 2024. One night only.</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Prize List</b>		
Total (limit \$40,000 per year)		\$

**Intended Uses of Gaming Proceeds**

**Used for operations**

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Has the organization or group received a local permit from 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

Name <b>Mona Franck</b>	Title <b>Office Manager</b>	Telephone Number <b>701-237-5902</b>	E-mail Address <b>mona@wccnd.com</b>
Signature of Organization or Group's Top Official 		Title <b>Office Manager</b>	Date <b>9/25/2024</b>

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Consent to Construct

(6)

Location: 5418 53<sup>rd</sup> Avenue South

Date of Hearing: 8/12/2024

Routing

City Commission

PWPEC File

Project File

Date

9/30/24

X

Matt Jennings

The Committee reviewed the attached correspondence from Civil Engineer, Matt Jennings, regarding a Consent to Construct Agreement with JBL Properties to allow the parking lot to remain at 5418 53<sup>rd</sup> Avenue South. The agreement is to memorialize their responsibilities with their surface improvements within the ditch easement.

Ben Dow mentioned that this type of agreement should include language that the City may repair any damage within the ditch easement and special assess the property owner for the repairs. The Committee agreed that this language should be included.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of the Consent to Construct with JBL Properties, with the condition that the agreement be modified to include the special assessment language as discussed.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Consent to Construct with JBL Properties.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Yes	No
	N/A
	N/A
	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)

COMMITTEE

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Michael Redlinger
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

T-K  
 Tom Knakmuhs, P.E.  
 City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Matthew Jennings, ROW Management  
**Date:** August 6, 2024  
**Re:** Consent to Construct – 5418 53<sup>rd</sup> Avenue South

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**Background:**

JBJ Properties is currently working through the site plan review process. During site plan review, it was discovered that there is an existing parking lot encroaching onto a ditch easement on the adjacent lot, which is also owned by JBJ Properties. It was decided to require JBJ Properties to sign a Consent to Construct Agreement to allow that parking lot to remain and allow approval of the site plan.

Attached is a Consent to Construct Agreement with JBJ Properties at 5418 53<sup>rd</sup> Avenue South. This is to memorialize their responsibilities with their surface improvements within the Ditch Easement.

**Recommended Motion:**

Recommend approval of the Consent to Construct Agreement with JBJ Properties at 5418 53<sup>rd</sup> Avenue South.

MCJ/klb  
Attachment

### **CONSENT TO CONSTRUCTION**

By Plat of Austin's Subdivision recorded May 27, 1999, an Easement was dedicated for public use. This Easement allowed the City to construct and maintain a ditch on the southeast 25' of Lots 1 through 8, Block 1, of Austin's Subdivision situated in Fargo ND, Cass County (the "City Easement"). The City Easement is legally described as follows:

Commencing at the Southwest corner of Lot 4 Block 1 of Austin's Subdivision, City of Fargo, Cass County, North Dakota; the point of beginning; thence N55°59'16"E a distance of 400.00 feet; thence N34°0'44"W a distance of 25.00 feet; thence S55°59'16"W a distance of 400.00 feet; thence S34°0'44"E a distance of 25.00 feet to the point of beginning.

JBJ Properties, LLC, a North Dakota limited liability company, is the title owner and successor in interest to the property legally described as follows:

AUSTIN'S SUB LT 4 BLK 1 and AUSTIN'S SUB LT 3 BLK 1

(commonly known as 5508 53<sup>rd</sup> Ave S and 5418 53<sup>rd</sup> Ave S, Fargo ND).

JBJ Properties, LLC seeks permission to use a portion of the City Easement located on Lots 3 and 4 (the "Easement Area") to construct and maintain surface improvements consisting of a concrete parking lot with material storage bays. The Easement Area is legally described as follows:

Commencing at the Southwest corner of Lot 4 Block 1 of Austin's Subdivision, City of Fargo, Cass County, North Dakota; thence N34°0'44"W a distance of 25.00 feet; thence

N 55°59'16"E a distance of 66.00 feet to the point of beginning; thence S34°0'44"E a distance of 19.04 feet; thence N56°55'4"E a distance of 208.85 feet; thence N34°0'44"W a distance of 22.43 feet; thence S55°59'16"W a distance of 208.82 feet to the point of beginning.

City is willing to allow JBJ Properties, LLC to use the Easement Area as permitted herein in accordance with certain terms and conditions.

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

1. JBJ Properties, LLC shall be permitted to maintain surface improvements and material storage in the Easement Area of the City Easement.
2. JBJ Properties, LLC shall protect the City Easement which is not being utilized for the surface improvements by placing appropriate material storage bays and if necessary, concrete parking bumpers to prevent entry onto the remaining City Easement. JBJ Properties, LLC shall not store, stockpile or deposit any vehicles, materials or other property within the City Easement not included in the Easement Area; the remaining City Easement will remain as grassy areas.
3. JBJ Properties, LLC will be responsible for any and all damages to the surface improvements permitted herein, including but not limited to fences, trees, green space and other property arising from the construction, maintenance or use of the surface improvements.
4. JBJ Properties, LLC shall only utilize the portion of City Easement described and will not be allowed to stockpile, store or place any materials, equipment or structures within the remainder of the City Easement. JBJ Properties, LLC shall be responsible for any and all damages to the entirety of the City Easement.
5. JBJ Properties, LLC shall be responsible for the cost of any repairs or damage within the City Easement whether that be for the surface improvements or grassy areas. City shall give JBJ Properties, LLC notice of any work identified by City as the result of JBJ Properties, LLC permitted activity within the Easement. JBJ Properties shall undertake such work, at the direction and with the approval of City, at JBJ Properties, LLC sole cost and expense. Should JBJ Properties fail to complete the necessary work in a timely and workmanlike manner, as determined by City, JBJ Properties agrees and understands that City or designee will complete the work and hereby authorizes City to assess the cost of the work completed to the JBJ Properties, LLC parcel described herein.
6. JBJ Properties, LLC failure to protect the City Easement, or timely complete the work required in accordance with paragraph 5, shall be cause for immediate termination of the use of the Easement Area permitted herein. In all other instances, City shall provide not less than 30 days' written notice of intent to retake the Easement Area. JBJ Properties,

LLC, its successors and assigns, agree to remove the surface improvements and restore the City Easement to green space upon Termination of Consent and Notice of Removal.

7. JBJ Properties, LLC upon termination of this consent to construct agreement shall remove all permitted surface improvements and replace the City Easement to green space.
8. To the extent possible, City shall provide JBJ Properties, LLC 30 days' written Notice of any scheduled or necessary work within the City Easement, except in the event of an emergency. If the City, in its sole discretion, determines an emergency exists, the City will begin any necessary repairs without notice to JBJ Properties, LLC. The City will give notice as soon as possible after emergency repairs have started.
  - a. City shall have no responsibility for any costs or expenses incurred by JBJ Properties, LLC for the scheduled, necessary or emergency work by the City, for work completed in the City Easement.
  - b. JBJ Properties, LLC agrees to indemnify and hold harmless City for any claims or damages asserted in the Easement Area under the control of JBJ Properties, LLC permitted herein.
9. The parties understand and agree that this Consent to Construct Agreement shall be recorded, and shall be binding upon JBJ Properties, LLC successors and assigns.

**Remainder of Page Intentionally Left Blank**

Dated: 9/12/24

JBJ Properties, LLC,  
a North Dakota limited liability company

By: [Signature]

Its: Owner

STATE OF ND )  
 ) ss.  
COUNTY OF Cass )

On this 12 day of Sept., 2024, before me, a notary public in and for said county and state, personally appeared Jared Purdy, the Owner of JBJ Properties, LLC, a North Dakota limited liability company, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Amanda Dammen  
Notary Public  
3/30/26 County. Cass  
My Commission expires:

Dated: \_\_\_\_\_

City of Fargo,  
a North Dakota Municipal Corporation

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

ATTEST

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

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

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

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(17)

Type: 4<sup>th</sup> Street Duct Bank LeaseLocation: 4<sup>th</sup> St, 1<sup>st</sup> Ave N – 2<sup>nd</sup> St S

Date of Hearing: 9/23/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/30/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a lease agreement with 702 Communications for conduit in the 4<sup>th</sup> Street Duct Bank.

Based on costs tracked by Finance, it appears the south duct bank was installed at a cost of \$91,786.60 for three conduits or approximately \$30,600 per conduit. In addition, accrued interest in the amount of \$32,131.14 has been added to the cost of installing and carrying costs on this conduit install project. This brings the total for three conduits to \$123,917 or \$41,306 per conduit.

Staff proposes presenting a lease option of a 20-year term with a lease payment of \$8,261/year for the first 5 years and \$1,880/year for the remaining 15 years (this matches our ROW occupancy rate of \$1/foot/year).

Steve Dirksen asked whether the city should consider an escalator clause for the \$1/foot/year rate, rather than maintaining a fixed rate for 15 years. It was noted that this rate is currently set by ordinance. After discussion, the Committee agreed that staff should propose modifying the agreement with 702 Communications to stipulate that if the \$1/foot/year rate is updated by ordinance, the rate established in the agreement would be adjusted to match the new rate. The Committee also agreed that if 702 Communications is not receptive to this change, they are comfortable proceeding with the agreement at the fixed rate of \$1/foot/year.

On a motion by Brenda Derrig, seconded by Steve Dirksen, the Committee voted to recommend approval of the lease agreement with 702 Communications for conduit in the 4<sup>th</sup> Street Duct Bank.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the lease agreement with 702 Communications for conduit in the 4<sup>th</sup> Street Duct Bank.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes No

N/AN/AN/ACOMMITTEE

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u>✓</u>
<u>Tim Mahoney, Mayor</u>	<u>✓</u>	<u>✓</u>	
<u>Nicole Crutchfield, Director of Planning</u>	<u>✓</u>	<u>✓</u>	
<u>Steve Dirksen, Fire Chief</u>	<u>✓</u>	<u>✓</u>	
<u>Brenda Derrig, Assistant City Administrator</u>	<u>✓</u>	<u>✓</u>	
<u>Ben Dow, Director of Operations</u>	<u>✓</u>	<u>✓</u>	
<u>Steve Sprague, City Auditor</u>	<u>✓</u>	<u>✓</u>	
<u>Tom Knakmuhs, City Engineer</u>	<u>✓</u>	<u>✓</u>	
<u>Susan Thompson, Finance Director</u>	<u>✓</u>	<u>✓</u>	

ATTEST:

C: Kristi Olson

T-Knakmuhs  
 Tom Knakmuhs, P.E.  
 City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Kevin Gorder, Division Engineer  
**Date:** September 19, 2024  
**Re:** 4<sup>th</sup> Street Duct Bank Lease

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This topic was discussed at the August 12, 2024 meeting relating to fee structure to lease a conduit in the 4<sup>th</sup> Street Duct Bank between 1<sup>st</sup> Avenue North and 2<sup>nd</sup> Street South. Attached is an agreement for your review.

Based on costs tracked by Finance, it appears the south duct bank was installed at a cost of \$91,786.60 for three conduits or approximately \$30,600 per conduit. In addition, accrued interest in the amount of \$32,131.14 has been added to the cost of installing and carrying costs on this conduit install project. This brings the total for three conduits to \$123,917 or \$41,306 for each conduit.

I would propose presenting a lease option that with a 20-year term with a lease payment of \$8,261/year for the first 5 years. This would basically cover the current amount the City has invested in this conduit install, the remaining 15 years would be leased at \$1,880/yr. This would match our ROW Occupancy rate of \$1/foot/year.

**Recommended Motion:**

Approve the lease agreement and forward to City Commission for final approval.

## CONDUIT LEASE AGREEMENT

This Conduit Lease Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 2024, by and between the City of Fargo, a North Dakota municipal corporation (“City” or “Lessor”), as lessor, and VAL-ED Joint Venture, LLP, a Minnesota limited liability partnership d/b/a 702 Communications (“Lessee”), as lessee.

WHEREAS, City owns conduit within a duct bank and certain hand holes along 4th Street between 1st Avenue North and 2nd Avenue South (hereafter “Conduit”), as generally depicted in **Exhibit A**, within and under certain public street, sidewalk, and/or alley right-of-way;

WHEREAS, City is willing to make the Conduit available to Lessee for the purpose of providing telecommunications services and providing fiber optic based broadband connectivity to residents and businesses located within the city of Fargo;

WHEREAS, the Conduit is to limit the number of utility street cuts by co-location of fiber optic facilities within the City’s right-of-way located in the area comprising the duct bank, and to maximize the availability of communication services, in part, due to the limited space available for placement of conduit and facilities within the right-of-way;

WHEREAS, Lessee owns and/or operates, or will own and/or will operate, within the city of Fargo, certain telecommunications facilities not otherwise subject to this Agreement, the extent of which may change over time (“Lessee Network”); and

WHEREAS, Lessee desires to install, use, and maintain its fiber optic telecommunications cables and appurtenances (“Lessee Fiber Optics”) in the Conduit, all at the sole cost and expense of the Lessee.

NOW, THEREFORE, in consideration of the foregoing and the following terms, conditions, and covenants, it is hereby agreed by the parties as follows:

1. Lessee Use of Conduit System. City hereby agrees to lease space in the Conduit to Lessee on a non-exclusive basis, for Lessee to install, use, and maintain Lessee Fiber Optics, in a single inner-duct as assigned by City. The space in the Conduit provided to Lessee shall have a minimum nominal diameter of one inch (1.00”).

2. Term.

a. Initial Term. The initial term of this Agreement shall begin on \_\_\_\_\_, 2024 (the “Effective Date”), and shall end on the date that is twenty (20) years from the Effective Date, unless earlier terminated as provided herein (the “Initial Term”).

b. Renewal Term. If Lessee desires to renew this Agreement for an additional term, it shall, not less than one hundred eighty (180) days before expiration of the Initial Term, give written notice to the City requesting renewal. If Lessee desires to renew, the parties shall negotiate in good faith on all terms including but not limited to Lessee’s

lease/rental payments. Lessee hereby agrees to and acknowledges that the grant of a renewal term shall be at the discretion of the Fargo City Commission, and subject to the following:

i. Within ninety (90) days after receiving a written renewal request, the City of Fargo Engineering Department shall make a written recommendation to the Public Works Project Evaluation Committee, or its successor committee, and then to the City Commission to grant or deny the request in whole or in part. The determination to grant or deny a renewal request shall be based upon the following standards:

1. The continuing capacity of the City's right-of-way or the Conduit to accommodate the Lessee Fiber Optics;

2. Lessee's compliance with the requirements of this Agreement;

3. Such other factors as may demonstrate that the continued grant to use of the Conduit and City right-of-way will serve the public interest, including indications of significant customer satisfaction or dissatisfaction with Lessee's provision of services; and

4. Mutual agreement on monetary items, including lease/rental payments.

ii. If the standards in subsection 2(b)(i)(1)-(3) are satisfied and the parties agree upon renewal, but have not yet reached agreement on subsection (2)(b)(i)(4), the Lessee shall be allowed to continue its operations under the existing terms and conditions until agreement or a decision to recommend denial is reached.

### 3. Rent Amounts.

a. During the Initial Term of this Agreement, Lessee agrees to pay the amount of Eight Thousand Two Hundred Sixty-One Dollars (\$8,261.00) annually for the first five (5) years of the Initial Term. Starting with the sixth payment, the Lessee will pay One Thousand Eight Hundred Dollars (\$1,800.00) annually for the remainder of the Initial Term.

b. The first payment shall be made within thirty (30) days after the complete execution of this Agreement by the parties. Subsequent payments shall be due annually thereafter, on the same date for each subsequent year.

c. In the event any payment is not received within fourteen (14) days from the due date, Lessee shall be assessed a late fee equal to five percent (5%) of the payment amount that was due and shall be assessed interest at the rate of six percent (6%) compounded daily.

4. Standards and Specifications. Lessee shall design, construct, install, secure, use, operate, and maintain the Lessee Fiber Optics according to \_\_\_\_\_, set forth in

**Exhibit B** attached hereto. Lessee shall notify City in writing in advance of any proposed changes to the \_\_\_\_\_. City shall have thirty (30) days to review such proposed changes before Lessee implements the proposed changes. If City objects to the changes within the thirty (30) days period, the parties shall negotiate in good faith to reach an agreement regarding the proposed changes. Absent an agreement by the parties, the proposed changes shall not be implemented or become a part of this Agreement.

5. City Use of Conduit. This Agreement shall be subject to and subordinate to City's right to maintain, use, and control the Conduit, and to use, alter, and excavate any portion of the City's right-of-way or public utilities and infrastructure; provided, however, that City shall use reasonable efforts to minimize adverse impact on Lessee Fiber Optics or Lessee's rights under this Agreement. In the event City desires to make changes to the Conduit, the City will provide Lessee not less than thirty (30) days prior notice setting forth a description of any changes in the Conduit which could reasonably result in a material diminution or reduction of Lessee's rights under this Agreement.

6. City's Control of Right-of-Way and Conduit. City shall remain in control of the Conduit and the right-of-way within which the Conduit is located and any portion of the City's right-of-way containing the Lessee Fiber Optics. The rights granted herein are subject to and, in some instances, may be limited due to City's control of the Conduit and the right-of-way. City shall use reasonable efforts to maintain the Conduit and right-of-way in a manner that will allow Lessee the continued use of the Conduit in accordance with the terms of this Agreement. Lessee shall have the right to terminate the affected portions of this Agreement and remove the Lessee Fiber Optics without further liability in the event that City's use, control, or maintenance of the Conduit and/or right-of-way has a material adverse impact on Lessee's right to use the Conduit as intended by this Agreement.

7. Restrictions. Lessee shall not create, authorize, or permit to exist, any lien, encumbrance or other security or property interest in the Conduit or directly or indirectly sell or otherwise transfer any interest hereunder to any person or entity without the prior written approval of City. Without limiting the foregoing, City need not approve a sale or transfer hereunder unless in connection therewith such purchaser or transferee shall agree in writing to be bound by the terms and conditions of this Agreement (including without limitation those provisions which limit the liability of the parties hereto), and Lessee's permitted successors or assigns shall be primarily liable for the performance of all of the obligations under this Agreement. Lessee shall not sub-lease any portion of the Conduit to any third-party.

8. Installation Costs. Lessee shall be entirely and solely responsible for any and all costs, fees, and expense associated with installation of the Lessee Fiber Optics. Nothing in this Agreement shall be interpreted to relieve Lessee from any permit requirements, application fees, or permit fees required for Lessee to install the Lessee Fiber Optics.

9. Ownership. The Conduit shall at all times be and remain the property of City. The Lessee Fiber Optics shall at all times be and remain the property of Lessee. Lessee shall install and maintain the Lessee Fiber Optics at Lessee's own expense and risk. Further, facilities and equipment, including but not limited to conduit, inner-duct, and fiber optic cable installed by Lessee in the City's right-of-way or on private property and connected to the Conduit for the sale

purpose of interconnecting Lessee's network shall at all times be and remain the property of Lessee and shall not be part of the Conduit.

10. Intended Use. Lessee will be responsible for verifying the Conduit will be suitable for its intended purpose and Lessee shall bear all costs and expenses of completing such verification. If Lessee determines the Conduit is not suitable for Lessee's intended purposes, as described herein, then Lessee shall immediately notify City in writing and this Agreement may be terminated in the event City cannot provide suitable Conduit within thirty (30) days of receipt of written notice from Lessee.

11. Obligations.

a. Lessee Obligations.

i. During the term of this Agreement, Lessee shall maintain the Lessee Fiber Optics in a functional and safe condition. All installation and maintenance of the Lessee Fiber Optics shall be the responsibility of Lessee and shall be performed under its direction by contractors licensed in the state of North Dakota and acceptable to City. Lessee shall perform such maintenance as is reasonably necessary and customary for normal use of the Lessee Fiber Optics. The installation and maintenance of Lessee Fiber Optics shall be performed in a manner that minimizes any interruption or disruption of the City's right-of-way, utilities, public infrastructure, communications facilities, and traffic control devices and systems. The Lessee shall follow reasonable guidance and instructions from City for this purpose which need not be the lowest cost or most cost-effective method for Lessee.

ii. If, in the course of Lessee's monitoring and maintenance of the Lessee Fiber Optics, Lessee identifies any degradation in service, failures, or defects in the Conduit, Lessee shall promptly notify City of such degradation in service, failures, or defects.

iii. Lessee shall be responsible for all damage, loss, and expense which may result by reason of defective material and/or workmanship in connection with work performed by Lessee under this Agreement. Lessee shall promptly repair such defect and the damaged caused thereby and pay, or cause to be paid, all expenses associated with said repair; and Lessee shall save and hold the City harmless from all damages, loss, and expense occasioned by or resulting from such defect.

b. City Obligations. General maintenance and repair of the Conduit, to the extent not caused or created by Lessee or other parties using the Conduit, shall be the responsibility of the City. Provided, however, that City shall not be responsible for damage or degradation of the Conduit that is attributable to the use or negligence of Lessee or other parties using the Conduit. The City shall exercise reasonable efforts to maintain the Conduit in good working condition for its intended purpose. In the event Lessee believes

the City has failed to maintain the Conduit as provided herein, Lessee shall provide the City with ninety (90) days written notice specifying any maintenance failures, and if the City fails to take corrective action within the ninety (90) days, Lessee may perform or cause to be performed the maintenance and repair of the Conduit and the costs thereof shall be credited against monthly rent due hereunder.

12. Lessee Use of Conduit.

a. Third Parties. Lessee shall not act in any way which would interfere with City's performance of City contracts or agreements for the provision of communication services utilizing the Conduit. Lessee shall not act in any way which would interfere with the rights of third-parties to use and maintain facilities within the Conduit.

b. Damage from Misuse. Lessee shall not use the Conduit except as intended under this Agreement. If Conduit damage is attributable to misuse or abuse by Lessee, then Lessee shall pay City for the repair or replacement of the affected portion of Conduit and any damage to City property in accordance with City schedule of time and material charges then in effect.

c. Use in Accordance with Law. By entering this Agreement, Lessee agrees to obey and comply with all applicable governmental ordinances, laws, rules, regulations, and restrictions applicable or pertaining to the Lessee Fiber Optics and use of the Conduit and City right-of-way.

13. Indemnification. Lessee shall indemnify and hold City harmless for any and all damages, losses, claims, suits, actions or judgments, including all expenses, attorney's fees, witness fees, and costs of defending or prosecuting any such claim, and appeals therefrom, relating to personal injury, death, and damage to property to the extent arising from Lessee's negligent acts or omissions in connection with the performance of this Agreement or with installation, use, or maintenance of the Lessee Fiber Optics, including interference or damage to any third person or property. Lessee agrees to investigate (and at City's election, defend with counsel approved by City), indemnify, and hold harmless City from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including, without limitation, attorney's fees) and causes of action of whatever character which City may be subjected to on account of loss of or damage to or destruction of property, including but not limited to the Conduit and the Lessee Fiber Optics, and loss of use thereof to the extent arising from Lessee's, its agent's or contractor's negligent acts or omissions in connection with the performance of this Agreement or in connection with the installation, use, or maintenance of the Lessee Fiber Optics.

14. Insurance. Lessee agrees to maintain, during the period of this Agreement, policies of insurance in accordance with applicable Fargo ordinances.

15. Termination.

a. If at any time during the term of this Agreement, Lessee should violate any material term, City may notify Lessee in writing of the violation, and Lessee shall have thirty (30) days to cure the violation to City's satisfaction, or such longer period as may be reasonably necessary under the circumstances provided that Lessee commences to cure

such violation within the thirty (30) day period and thereafter diligently pursues the cure. If Lessee does not cure the violation to City's satisfaction within the period, City may summarily terminate this Agreement, upon thirty (30) days written notice to Lessee.

b. Upon any termination of this Agreement, at its sole cost and expense, Lessee shall, upon written demand from City, and within six (6) months after receipt of such demand, completely remove all of the Lessee Fiber Optics and restore the Conduit and any other facilities, cables, public property, as nearly as possible, to the state and condition of its existence immediately prior to commencement of this Agreement with all cost to be borne by the Lessee. Failure to remove the Lessee Fiber Optics within the required timeframe shall constitute abandonment and title thereto shall pass to the City. If City does not demand removal, Lessee may, at its option, completely remove all the Lessee Fiber Optics at Lessee's sole cost and expense. Lessee may also, at its option, abandon the Lessee Fiber Optics to City ownership without cost or expense to City.

16. Notices. City and Lessee shall keep contact information complete and updated. Except as otherwise provided in this Agreement, any notice or other communication shall be given in writing and sent by registered or certified mail, postage prepaid, return receipt requested or by recognized overnight delivery, or by email provided the email is followed in writing by one of the aforementioned methods within forty-eight (48) hours. Except as otherwise specifically provided, notices and other communications shall be deemed given and received three (3) days after the date of mailing or, in the case of notices or other communications delivered in person, when received at the recipient's designated address for notices. The addresses for notice may be changed by giving written notice in accordance with this Section.

If to City:

City of Fargo Engineering Department  
City Hall  
225 4th Street North  
Fargo, ND 58104  
(701) 241-1545  
[feng@fargond.gov](mailto:feng@fargond.gov)

If to Lessee:

702 Communications  
Attn: President  
702 Main Avenue  
Moorhead, MN 56560  
(218) 284-5702

17. Miscellaneous.

a. Entire Agreement. This Agreement, with all its attached exhibits, constitutes the entire agreement between the parties with respect to the subject matter to which it refers and supersedes all previous agreements, whether written or oral, between

City and Lessee or their predecessors in these regards. Nothing herein is intended to benefit any person or entity not a party hereto.

b. Amendments. No amendment, modification, or waiver of any condition, provision, or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver.

c. Successors. This Agreement shall be binding upon the parties' successors and permitted assigns.

d. Assignment. This Agreement shall not be assigned or otherwise transferred to any non-party without the prior written consent of all parties hereto. Any assignee or transferee shall be subject to all of the provisions of this Agreement.

e. Limitation of Liability. Except as may be otherwise provided herein or otherwise agreed in writing, City shall not be subject to any other obligation or liability with respect to the subject matter of this Agreement, or the undertakings, acts, or omissions of Lessee related thereto. Under no circumstances shall City be liable for any incidental or consequential damages, or for any other loss, damage, or expense of any kind, including loss of profits, arising in connection with this Agreement or with the Lessee's use of the Conduit.

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

g. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court for Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

h. Construction. The parties acknowledge that they have had the opportunity to review this Agreement with counsel and that no rule of construction that could cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

i. Headings. The headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.



Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

VAL-ED Joint Venture, LLP d/b/a 702  
Communications

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said county and state, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of VAL-ED Joint Venture, LLP d/b/a 702 Communications, the entity described in and who executed the within and foregoing instrument and acknowledged to me that said entity executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

City of Fargo, a North Dakota municipal corporation

By: \_\_\_\_\_

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

ATTEST:

Steven Sprague, Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public  
Cass County, North Dakota  
My commission expires: \_\_\_\_\_

## REPORT OF ACTION

8

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Location: 2102 5<sup>th</sup> Street SouthType: Red River Water Course Setback for  
Limited Disturbance Zone Setback  
Date of Hearing: 9/23/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/30/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Christine Goldader</u>

The Committee reviewed a communication from Civil Engineer, Christine Goldader, regarding a request by the Riverside Cemetery to construct an ossuary and columbarium structure at 2102 5<sup>th</sup> Street South.

Staff has reviewed the geotechnical report submitted by Braun Intertec and have determined that this property would be eligible for a waiver. Staff recommends approval of the requested waiver from the City's Watercourse Setbacks ordinance with the following conditions:

- A signed and recorded Waiver of Liability for the property; and
- Project location at 2102 5<sup>th</sup> Street South to be constructed per the attached dimensioned site plan sheet; and
- Construction shall follow the recommendations outlined in the Geotechnical report produced by Braun Intertec dated 9/4/2024.

On a motion by Steve Dirksen, seconded by Brenda Derrig, the Committee voted to recommend approval of the Red River Setback Waiver in the LDZS for the construction of improvements at 2102 5<sup>th</sup> Street South. With the conditions of a signed setback liability waiver with recordation and the other identified conditions.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Red River Setback Waiver in the LDZS for the construction of improvements at 2102 5<sup>th</sup> Street South. With the conditions of a signed setback liability waiver with recordation and the other identified conditions.

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

ATTEST:

C: Kristi Olson

T-Knakmuhs  
Tom Knakmuhs, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Christine Goldader, Civil Engineer II  
**Date:** September 23, 2024  
**Re:** Red River Water Course Setback Waiver for the Property Located at 2102 5th Street South for the Limited Disturbance Zone Setback (LDZS) Area

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## **Background:**

The Riverside Cemetery, located at 2102 5<sup>th</sup> Street South, has requested to construct an ossuary and columbarium structure on their property within a portion of the LDZS. A general dimensioned site plan and the geotechnical report is attached to this memorandum. Staff has reviewed the application and associated impacts along with the submitted geotechnical report from Braun Intertec, stamped by Steven Nagle, PE, dated 9/4/2024.

From staff's review of the submitted geotechnical report, we have determined that this property would be eligible for a waiver from the City's Watercourse Setbacks ordinance (§20-0508). This determination was made after reviewing the factors specified within the ordinance and determining that all criteria has been met.

Staff recommends approval of the requested waiver from the City's Watercourse Setbacks ordinance with the following conditions:

1. A signed and recorded Waiver of Liability for the property; and
2. Project location at 2102 5<sup>th</sup> Street South to be constructed per the attached dimensioned site plan sheet; and
3. Construction shall follow the recommendations outlined in the Geotechnical report produced by Braun Intertec dated 9/4/2024.

## **Recommended Motion:**

Approve the Red River Setback Waiver in the LDZS for the construction of improvements at 2102 5<sup>th</sup> Street South with the conditions of a signed setback liability waiver with recordation and the other identified conditions above.

Attachments

September 4, 2024

Project B2407952

Riverside Cemetery Association  
Greg Gibb  
2102 5<sup>th</sup> Street South  
PO Box 1703  
Fargo, ND 58107

Re: Geotechnical Evaluation to Evaluate Impact On LDZ  
Proposed Columbarium Plaza  
2102 5<sup>th</sup> Street South  
Fargo, North Dakota

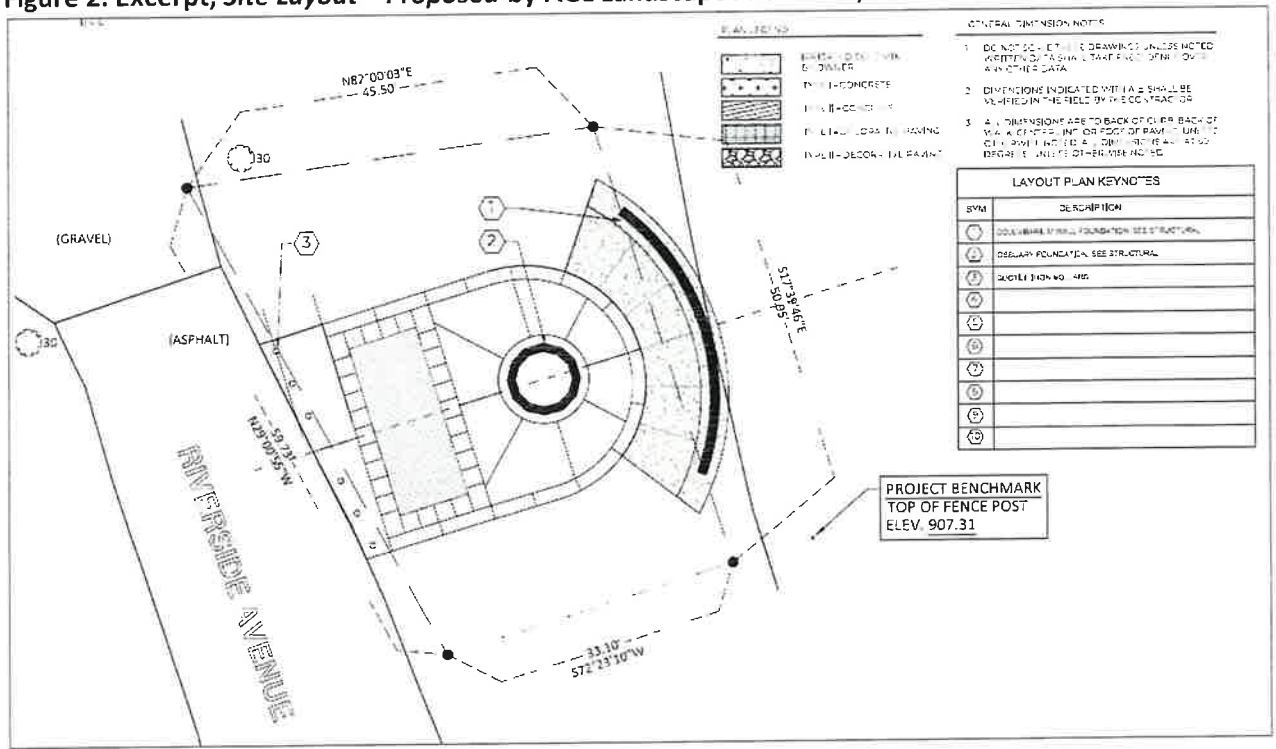
Dear Mr. Gibb:

We are pleased to submit the results of our Geotechnical Evaluation for the proposed Columbarium Plaza at the Riverside Cemetery in Fargo, North Dakota. Our Geotechnical Evaluation was performed to (1) qualify potential impacts to the City of Fargo's Limited Disturbance Zone Setback (LDZS) areas, and (2) provide recommendations for mitigating adverse impacts. The City of Fargo will not allow work within the LDZS area without analyses demonstrating that bank stability will not be unfavorably impacted. Figures 1 and 2 show the project location relative to the City of Fargo LDZ and provide plaza details.

**Figure 1. Location of proposed Columbarium Plaza**



**Figure 2. Excerpt, *Site Layout – Proposed* by AGL Landscape Architects, P.C.**



## Background

Braun Interotec did not perform geotechnical borings for this project. We instead reviewed soundings performed by NDDOT for the design of the I-94 Bridge over the Red River, along with geotechnical evaluations performed by Braun Interotec for the nearby Fargo Country Club and our metro Fargo setback evaluation. These projects allowed us to establish stratum boundary elevations for the area's key soil formations and geotechnical parameters for those strata. Braun Interotec also worked with Houston Engineering, Inc., to design the Horn Park flood protection project across the river from the cemetery. We used a hydrograph from this project to evaluate drawdown impacts from the 100-year flood.

## Current Conditions

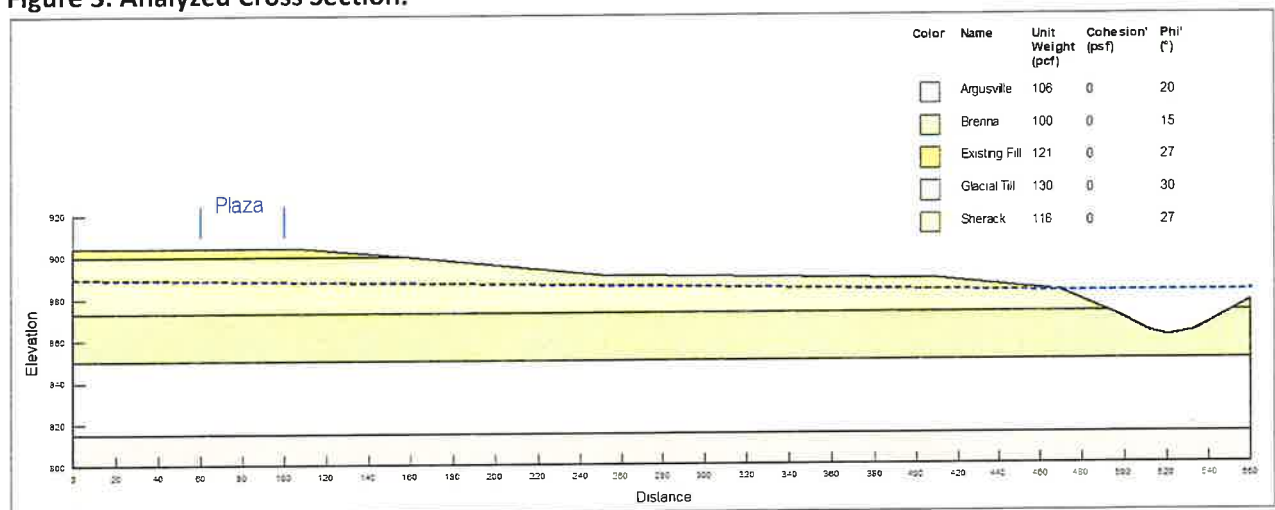
We performed a reconnaissance of the property on August 29, 2024. During the site visit we identified a slight break in grade likely representing a residual failure zone. Residual zones are common along outer bends in the Red River and influence setback requirements for structures. In this case, we estimated the residual zone to extend approximately 40 feet from the river's edge.



## Analytical Demonstrations

We evaluated a cross section extending through the proposed Plaza to the river. Figure 3 below is a graphical representation of the profile we analyzed.

**Figure 3. Analyzed Cross Section.**



We used the computer program SLOPE/W to evaluate bank stability under existing and post-Plaza conditions to determine what impacts the construction may have on bank stability. We also evaluated post-flood drawdown stability based on 100-year event conditions.

Our analyses yielded a slope stability factor of safety equal to 2.41 for a theoretical failure surface originating at the plaza with the river at normal water level, and a factor of safety equal to 1.36 for the post-flood drawdown case. For reference, National Flood Insurance Program (NFIP) Section 65.10 requires a factor of safety of at least 1.3 (compare to 2.41) under normal water level conditions and 1.0 (compare to 1.36) under post-flood drawdown conditions.

## Conclusions and Recommendations

In our opinion, construction of the plaza will not have an unfavorable impact on bank stability. However, we do offer the following recommendations for completing the proposed construction.

It is our understanding that no new fill will be required east of the project on the slope descending toward the river. We recommend limiting the area of disturbance on the existing slope. If vegetation on the slope is disturbed, care should be taken to reestablish the vegetation.

Surface drainage should not be hindered from flowing into the Red River. As such, landscaping should be completed to prevent the accumulation of water on the slope. This includes drainage on the backside of the frost depth wall that will support the Columbarium.

## Remarks

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

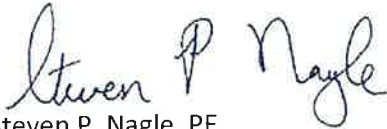
If you have any questions about this report, please contact Steve Nagle at 701.238.3425.

Sincerely,

BRAUN INTERTEC CORPORATION

### Professional Certification:

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of North Dakota



Steven P. Nagle, PE  
Principal Engineer  
License Number: PE 3894



Charles D. Hubbard, PE  
Associate Director, Principal Engineer - Geologist

Attachments:

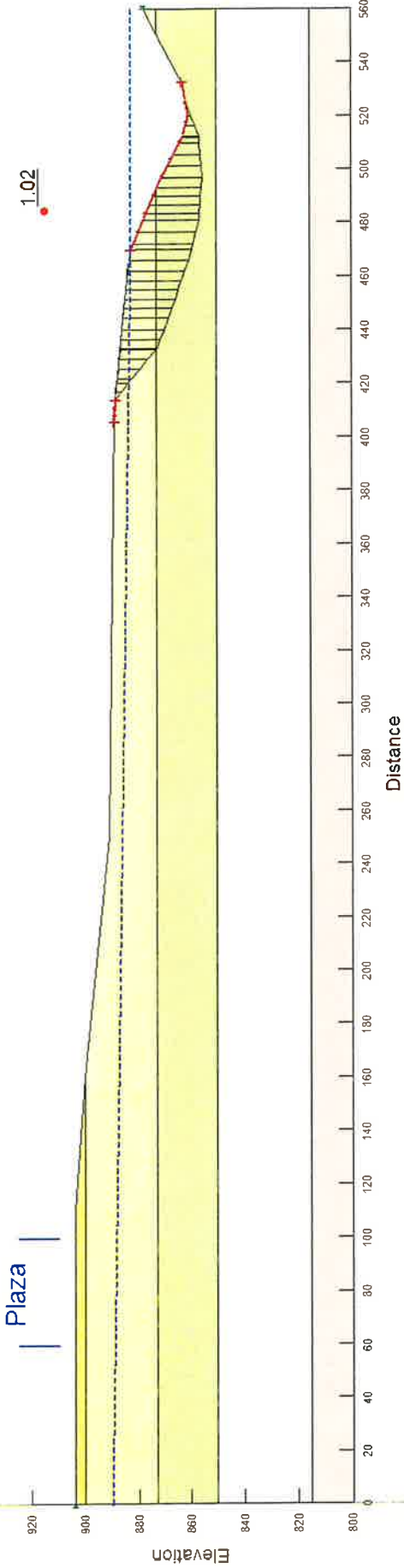
Analytical Graphics (3)



# B2407952: Riverside Cemetery - Columbarium Plaza

Back-Calculation of Historic Bank Failure Factor of Safety

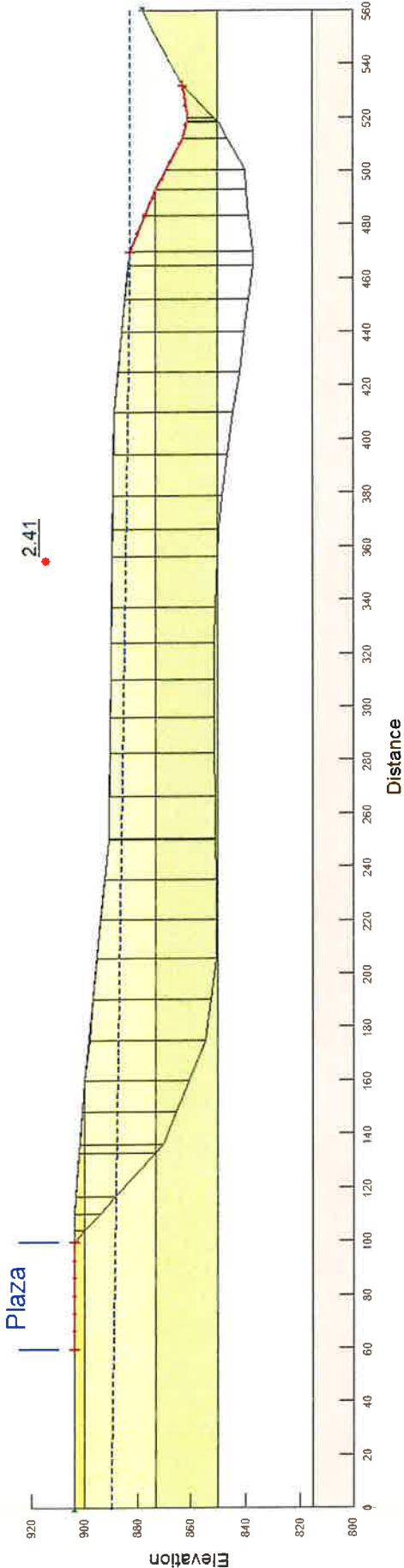
Color	Name	Unit Weight (pcf)	Cohesion (psf)	Phi (°)
<div></div>	Argusville	106	0	20
<div></div>	Brenna	100	0	15
<div></div>	Existing Fill	121	0	27
<div></div>	Glacial Till	130	0	30
<div></div>	Sherack	116	0	27



B2407952: Riverside Cemetery - Columbarium Plaza

Stability of Theoretical Failure Surface Originating at Plaza

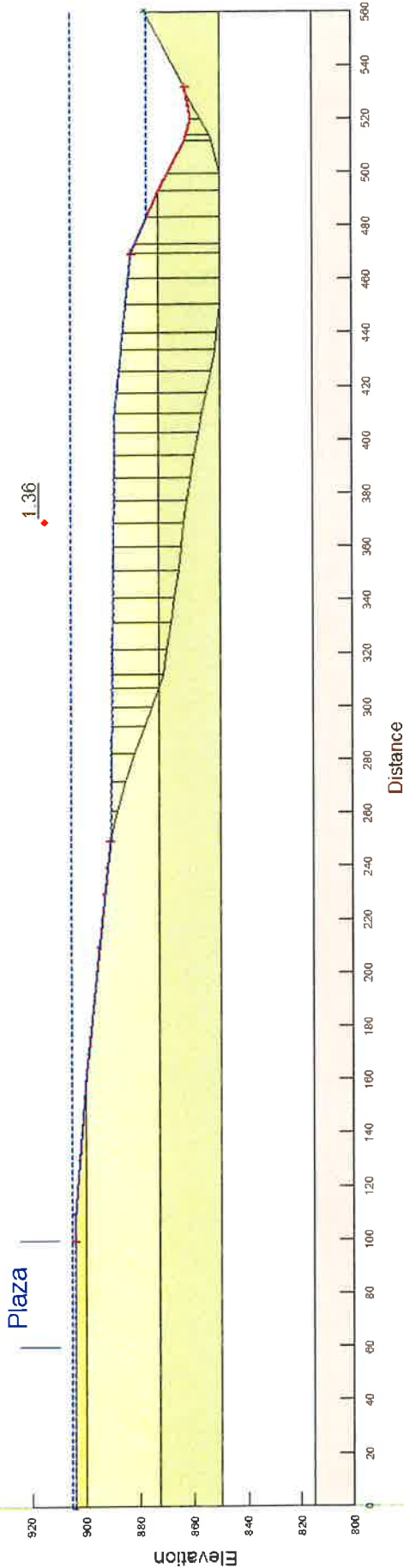
Color	Name	Unit Weight (pcf)	Cohesion (pcf)	Phi (°)
<div></div>	Argusville	105	0	20
<div></div>	Brenna	100	0	15
<div></div>	Existing Fill	121	0	27
<div></div>	Gravel/Till	130	0	30
<div></div>	Sherack	116	0	27



B2407952: Riverside Cemetery - Columbarium Plaza

Drawdown Stability

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)	Cohesion R (psf)	Phi R (°)
<div></div>	Aguavilla	106	0	20	105	17.8
<div></div>	Berma	100	0	15	513	12.8
<div></div>	Existing Fill	121	0	27	110	25.1
<div></div>	Gravel Till	130	0	30	806	12.1
<div></div>	Shedack	116	0	27	155	15



## **VARIANCE ACKNOWLEDGEMENT AND LIABILITY WAIVER**

The undersigned property owner, Riverside Cemetery Association, has requested a variance of the Limited Disturbance Zone Setback of City of Fargo Ordinance #4818, which sets guidelines on watercourse setback requirements, for an issuance of a building permit for the proposed construction and improvement of property located at 2102 5<sup>th</sup> Street South, Fargo, ND 58103, more particularly described as follows:

A TRACT OF LAND SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 48 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

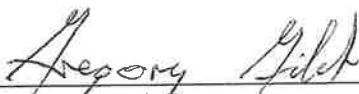
COMMENCING AT A FOUND IRON MONUMENT WHICH DESIGNATES THE NORTH QUARTER CORNER OF SAID SECTION 19; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ON AN ASSUMED BEARING, 1134.42 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 601.02 FEET TO AN IRON MONUMENT, SAID IRON MONUMENT BEING THE POINT OF BEGINNING. THENCE NORTH 85 DEGREES 08 MINUTES 32 SECONDS EAST, 19.17 FEET TO AN IRON MONUMENT; THENCE SOUTH 14 DEGREES 33 MINUTES 50 SECONDS EAST, 51.05 FEET TO AN IRON MONUMENT; THENCE SOUTH 75 DEGREES 26 MINUTES 09 SECONDS WEST, ON AND ALONG THE NORTH LINE OF BLOCK 26 OF SOUTH PARK ADDITION, 33.00 FEET TO A FOUND IRON MONUMENT; THENCE NORTH 25 DEGREES 54 MINUTES 59 SECONDS WEST, 59.88 FEET TO AN IRON MONUMENT; THENCE NORTH 85 DEGREES 08 MINUTES 32 SECONDS EAST, 26.27 FEET TO THE POINT OF BEGINNING.

At the September 30, 2024, City Commission meeting, the Fargo City Commission approved the waiver request contingent upon satisfaction of the following conditions:

1. A signed and recorded Waiver of Liability by the property owner; and
2. Structure location to be constructed per the attached dimensioned site plan sheet, verifying that no portion of the project is within the regulatory floodway; and
3. Construction shall follow the recommendations outlined in the Geotechnical report produced by Braun Intertec dated 9/4/2024.


The City of Fargo ("City") does not accept any liability for the stability of the proposed construction, including the structure(s), along with any other features constructed and/or installed within this property by the property owner. The property owner, their successors and assigns, accepts all liability with the improvements completed on this property by the property owner and hereby expressly waives any and all liability against the City, and agrees to indemnify and hold City harmless for any and all claims asserted as a result of the waiver granted herein. The property owner understands and agrees that City shall not be liable for, and City does not accept any liability for the proposed structure along with any other features constructed and/or installed within this property.

Property owner understands and agrees that any and all liability for any short term or long term improvements completed on this property shall be the sole responsibility of property owner, their successors and assigns.

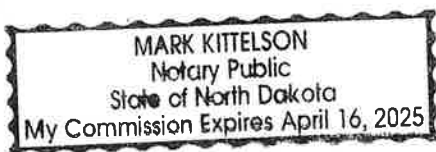
  
 \_\_\_\_\_  
 Gregory Gibb, Pres.  
 Riverside Cemetery Association

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

On this 24<sup>th</sup> day of September, 2024, before me, a notary public in and for said county and state, personally appeared Gregory Gibb, a representative of Riverside Cemetery Association, who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

  
 \_\_\_\_\_  
 Notary Public  
 Cass County, North Dakota  
 My Commission expires:

(SEAL)



Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF FARGO, a NORTH DAKOTA municipal corporation

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

ATTEST:

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

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

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

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My Commission expires:

Attachments

1. Copy of the site plan
2. Copy of the Geotechnical Report

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(9)

Type: Encroachment Agreement

Location: 2710 32<sup>nd</sup> Avenue South

Date of Hearing: 9/23/2024

RoutingDate

City Commission

9/30/2024

PWPEC File

X

Project File

Matt Jennings

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding an Encroachment Agreement with Oak Grove Lutheran School for a bus pullout on the east side of their property.

The following fees for this encroachment agreement will apply to Oak Grove Lutheran School:

- One time – Initial Processing Fee \$500
- One time – Forestry Fee \$5,310
- Annual Encroachment Fee \$1,482

Staff is recommending approval of this encroachment.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Encroachment Agreement with Oak Grove Lutheran School.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with Oak Grove Lutheran School.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:



Tom Knakmuhs, P.E.  
City Engineer

C: Kristi Olson



**Engineering Department**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 Fax: 701.241.8101  
Email [feng@FargoND.gov](mailto:feng@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

## Memorandum

**To:** Members of PWPEC  
**From:** Matthew Jennings, ROW Management  
**Date:** September 17, 2024  
**Re:** Encroachment Agreement 2710 32<sup>nd</sup> Avenue South – Oak Grove Lutheran School

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### **Background:**

Oak Grove Lutheran School is redeveloping their school grounds at 2710 32<sup>nd</sup> Avenue South. During the site plan review, Oak Grove proposed a bus pullout on the east side of their property adjacent to 27<sup>th</sup> Street South. Engineering worked with Oak Grove's engineers to develop an encroachment agreement for the area.

Oak Grove will be in charge of the installation and maintenance costs, snow plowing and snow removal operations, and has the limitation of only one bus being allowed the area at a time to prevent queueing onto 27<sup>th</sup> Street South. This agreement is limited to Oak Grove Lutheran School and cannot be transferred.

Attached is an Encroachment Agreement with Oak Grove Lutheran School at 2710 32<sup>nd</sup> Avenue South. This is to allow an encroachment for a bus pullout which is within the City of Fargo's public right of way.

The following fees for this encroachment agreement will apply to Oak Grove Lutheran School:

- One time - Initial Processing Fee: \$500
- One time - Forestry Fee: \$5,310
- Annual Encroachment Fee: \$1,482

### **Recommended Motion:**

Recommend approval of the Encroachment Agreement with Oak Grove Lutheran School.



**ENCROACHMENT AGREEMENT**

**(Bus Pullout)**

**THIS AGREEMENT**, made and entered by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as “City”, and **OAK GROVE LUTHERAN SCHOOL**, hereinafter referred to as “Oak Grove” or “Owner”;

**WITNESSETH:**

**WHEREAS**, Oak Grove owns property located at 2710 32nd Avenue South in Fargo, which is bordered to the east by 27th Street South.

**WHEREAS**, Oak Grove desires to encroach on a portion of City right-of-way (described below) for the purpose of a bus pullout.

**WHEREAS**, Oak Grove has requested permission to encroach on a portion of the right-of-way, hereinafter particularly described, allowing it to utilize City right-of-way for such purpose;

**WHEREAS**, the Public Works Projects Evaluation Committee (PWPEC) has reviewed the request for encroachment and recommends approval; and,

**WHEREAS,** Oak Grove has agreed to execute this agreement required by City for encroachment on City right-of-way.

**NOW, THEREFORE,** it is hereby agreed by and between the parties hereto as follows:

Oak Grove is hereby granted the right to encroach and use a portion of the right-of-way, said encroachment being for the purpose of a bus pullout on the east side of Oak Grove's property adjacent to 27<sup>th</sup> St S.

1. The legal description of the encroaching property is as follows:

JENSEN SUB E 155' OF N 439' OF LT 1 BLK 1 \*\*2-23-06 SPL/COMB FRM 01-1455-00020-000 & 01-1455-00015-000

located within the City of Fargo, situate in the County of Cass and the State of North Dakota

(Street address: 2710 32<sup>nd</sup> Ave S, Fargo, ND 58104).

The encroachment at said property is described as follow:

Commencing in the northeast corner of Block 1 of Jensen Subdivision, City of Fargo, Cass County, North Dakota; thence southerly along the east line of said Block 1 a distance of 224.12 feet; thence N88° 01' 30"E a distance of 6.77 feet to the point of beginning; thence N08° 53' 59"E a distance of 58.85 feet; thence N87° 54' 22"E a distance of 2.66 feet; thence S 04° 47' 08"E a distance of 150.02 feet; thence S87° 54' 22"W a distance of 2.62 feet; thence N 26° 29' 29"W a distance of 39.60 feet; thence N04° 28' 13"W a distance of 56.98 feet to the point of beginning.

Said tract contains 1,854 square feet, more or less.

Said encroachment is more particularly described and indicated in attached Exhibit "A" showing the property and proposed bus pullout. Exhibit "A" is attached hereto and incorporated herein by reference.

2. It is the intent of this agreement that Owner may utilize City right-of-way for the purpose of maintaining and utilizing the bus pullout.

3. Owner agrees and understands that as a condition of the use of the right-of-way, Owner shall be responsible for the installation cost and maintenance of all components of the bus pullout.

4. Owner agrees and understands that as a condition of the use of the right-of-way, Owner shall be responsible for snow plowing and snow removal within the bus pullout area.

5. Owner understands and agrees to pay the City of Fargo Forestry Department the sum of \$5,310 as a fee for removing two Ash and two Honey Locusts trees required for the construction of the bus pullout.

6. Owner hereby understands and agrees that as a condition to the Owner's right to use of the right-of-way provided under this agreement, Owner shall not permit more than one bus within the bus pullout at a time to prevent backup of busses or other traffic out onto 27<sup>th</sup> St S. If City determines Owner has failed to reasonably comply with the terms of this paragraph, then the City shall notify Owner and Owner shall have ten (10) days to become compliant. If Owner fails to become compliant, in the sole determination of City, then City shall have the right to terminate this agreement.

7. Upon discontinuance of use or termination of this agreement, Owner will restore and replace all public property to a vegetated surface, or pay to the City all costs incurred by City to restore the public property to a vegetated surface.

8. It is understood and agreed by and between the parties that Owner will be 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 bus pullout. Oak Grove agrees to accept all maintenance responsibility for the bus pullout and associated property used within the City right-of-way.

9. Owner agrees to indemnify and further hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the Owner's use of the public right-of-way in accordance with this agreement. Owner agrees to provide to the City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as herein stated.

10. This agreement is personal to Owner and cannot be sold, transferred or otherwise assigned. This agreement shall immediately terminate upon Owner's sale, transfer or assignment of the encroaching property. Subsequent owners may request permission to encroach, and enter into a separate encroachment agreement with City.

11. It is understood and agreed by and between the parties that this agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

12. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the encroachment area. In the event the City needs to permanently retake the encroachment area, City will provide Owner written notice ninety (90) days in advance to remove the encroaching private facilities, to the extent deemed necessary by City.

13. If City determines, in its sole discretion, that Owner has failed to maintain the bus pullout in an acceptable manner, City may terminate as provided herein. Further, this agreement shall terminate if the encroaching property is repaired, reconstructed or improved at a cost of 25% or more of the market value of the property prior to such improvement or repair. If the encroaching property is damaged, market value will be determined as the value before the damage occurred.


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

14. Oak Grove Lutheran Schools agrees to pay the initial \$500 processing fee and the \$1,482 annual fee based off square footage of use.

(Signatures on following pages)

Dated this 21<sup>st</sup> day of August, 2024.

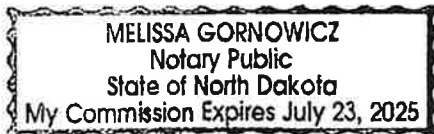
**OAK GROVE LUTHERAN SCHOOL**

By:   
Danielle Paulus

Its: Director of Capital Projects

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

On this 21<sup>st</sup> day of August, 2024, before me, a notary public in and for said county and state, personally appeared **Danielle Paulus**, to me known to be the Director of Capital Projects of the **Oak Grove Lutheran School**, described in and who has executed the within and foregoing instrument, and acknowledged to me that he executed the same.



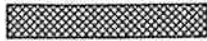
(SEAL)

  
Notary Public  
Cass County, North Dakota



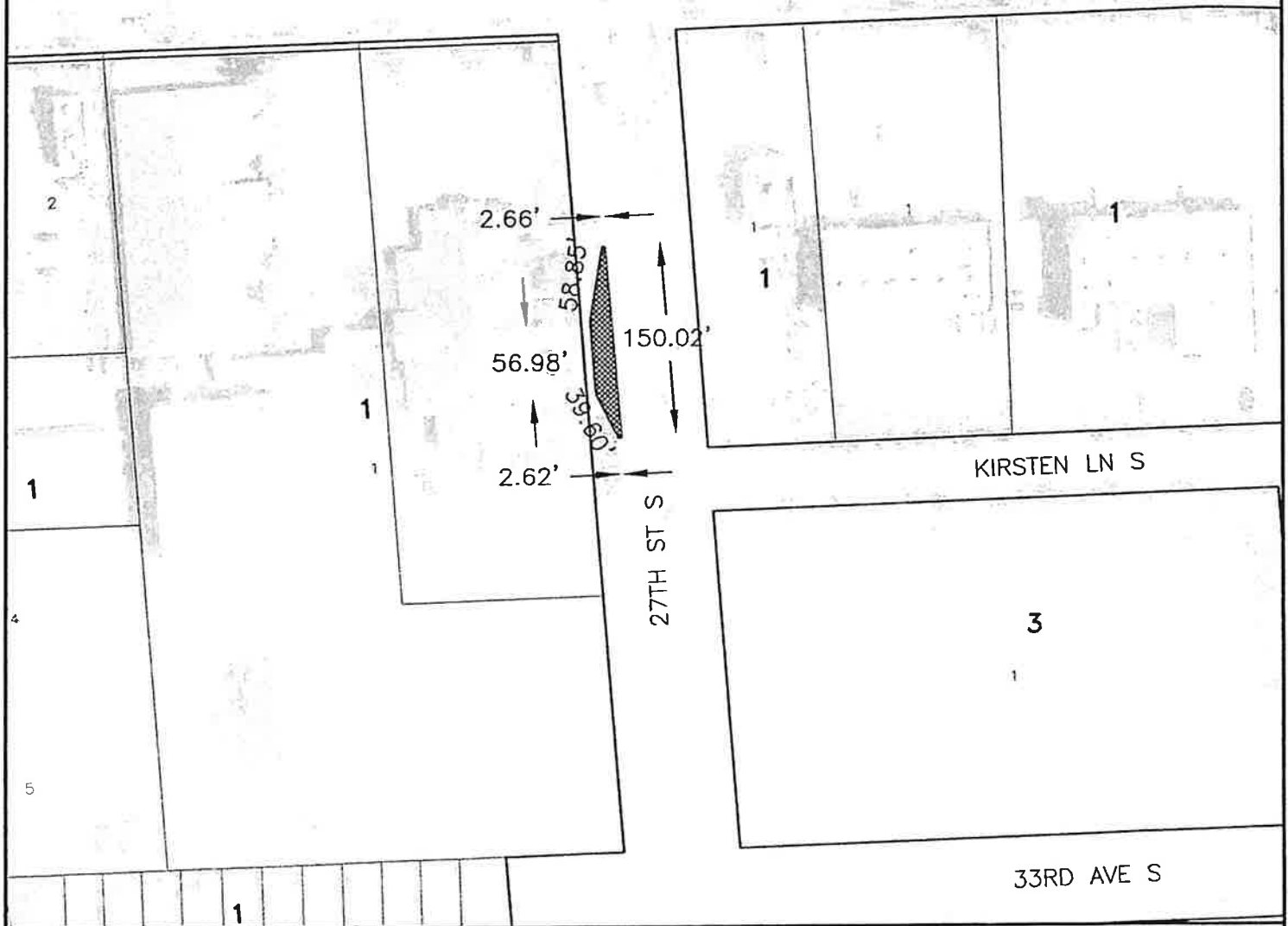
## EXHIBIT "A" — ENCROACHMENT AGREEMENT

ENCROACHMENT AREA =



THE CITY OF  
**Fargo**  
ENGINEERING

32ND AVE S



OWNER: OAK GROVE LUTHERAN SCHOOL

LEGAL DESCRIPTION: COMMENCING IN THE NORTHEAST CORNER OF BLOCK 1 OF JENSEN SUBDIVISION, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BLOCK 1 A DISTANCE OF 224.12 FEET; THENCE N88° 01' 30"E A DISTANCE OF 6.77 FEET TO THE POINT OF BEGINNING; THENCE N08° 53' 59"E A DISTANCE OF 58.85 FEET; THENCE N87° 54' 22"E A DISTANCE OF 2.66 FEET; THENCE S 04° 47' 08"E A DISTANCE OF 150.02 FEET; THENCE S87° 54' 22"W A DISTANCE OF 2.62 FEET; THENCE N 26° 29' 29"W A DISTANCE OF 39.60 FEET; THENCE N04° 28' 13"W A DISTANCE OF 56.98 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,854 SQUARE FEET, MORE OR LESS

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



10

September 24, 2024

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

Re: Three Ten-Year Deferral Agreements for A & T Land Co LLC Properties

Dear Commissioners:

Enclosed and delivered for the City Commission review and approval are three Ten-Year Deferral Agreements, non-interest bearing, for A & T Land Co LLC Properties. The properties are located at 6000 45<sup>th</sup> Street South, 6132 45<sup>th</sup> Street South, 6679 45<sup>th</sup> Street South, and 6897 45<sup>th</sup> St S. These deferrals were requested by the property owners.

The request was sent to the Finance Committee Meeting in November 2023. The Committee unanimously voted to approve the Ten-Year, non-interest accruing Deferral Agreements and to forward them on to the City Commission for approval.

**Recommended Motion:**

Approve the three Ten-Year, non-interest accruing Deferral Agreements with the terms to be stated in the Agreements.

Respectfully Submitted,



Douglas Durgin  
Special Assessment Coordinator

Attachments

REPORT OF ACTION  
**FINANCE COMMITTEE**

**Location:** Special Assessments

**Agenda Item:** Deferral for A & T Land Co.

**Presenter:** Doug Durgin

**Date of Hearing:** November 20, 2023

Doug Durgin presented a request for a deferral agreement for two parcels, owned by A & T Land Company, located in an undeveloped quarter section west of 45th St S and south of 64th Ave S and two parcels located in an undeveloped quarter section east of 45th St S and north of 64th Ave S. This request was received on October 25, 2023 asking for a 10 year non-interest bearing deferral due to the annexation of these parcels not being at the request of the property owner.

This deferral request includes parcels 01-3511-00052-000, 01-3511-00062- 000, 01-3525-00203-000, and 01-3525-00206-000. The request would include Special Assessments from Improvement Districts No. 590300, BN-21-A, BN-22-A, and FP-19-A.

**MOTION:**

Special Assessments recommended approval of the above listed Deferral Request.

Brenda Derrig moved to approved, second by Michael Redlinger and all members present voted in favor.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
<u>Tim Mahoney, Mayor</u>	<u>X</u>	<u>X</u>		
<u>Dave Piepkorn, City Commission</u>	<u>X</u>	<u>X</u>		
<u>Mike Redlinger, City Administrator</u>	<u>X</u>	<u>X</u>		
<u>Brenda Derrig, Assistant City Administrator</u>	<u>X</u>	<u>X</u>		
<u>Susan Thompson, Finance Director</u>	<u>X</u>	<u>X</u>		
<u>Tanner Smedshammer, Purchasing Manager</u>	<u>X</u>	<u>X</u>		
<u>Steve Sprague, City Auditor</u>	<u>X</u>	<u>X</u>		

Michael Redlinger, City Administrator

## Memorandum

**To:** Members of the Finance Committee

**From:** Dan Eberhardt, Special Assessments Coordinator  
Doug Durgin, Special Assessments Coordinator

**Date:** November 9, 2023

**Re:** Deferral Request for A & T Land Co.

---

### **Background:**

On October 25<sup>th</sup>, 2023 A & T Land Co. reached out to request a deferral agreement for two parcels located in an undeveloped quarter section west of 45<sup>th</sup> St S and south of 64<sup>th</sup> Ave S and two parcels located in an undeveloped quarter section east of 45<sup>th</sup> St S and north of 64<sup>th</sup> Ave S. This request is for a 10 year non-interest bearing deferral due to the annexation of these parcels not being at the request of the property owner.

This deferral request, see attached, is for parcels 01-3511-00052-000, 01-3511-00062-000, 01-3525-00203-000, and 01-3525-00206-000. This would include Special Assessments from Improvement Districts No. 590300, BN-21-A, BN-22-A, and FP-19-A.

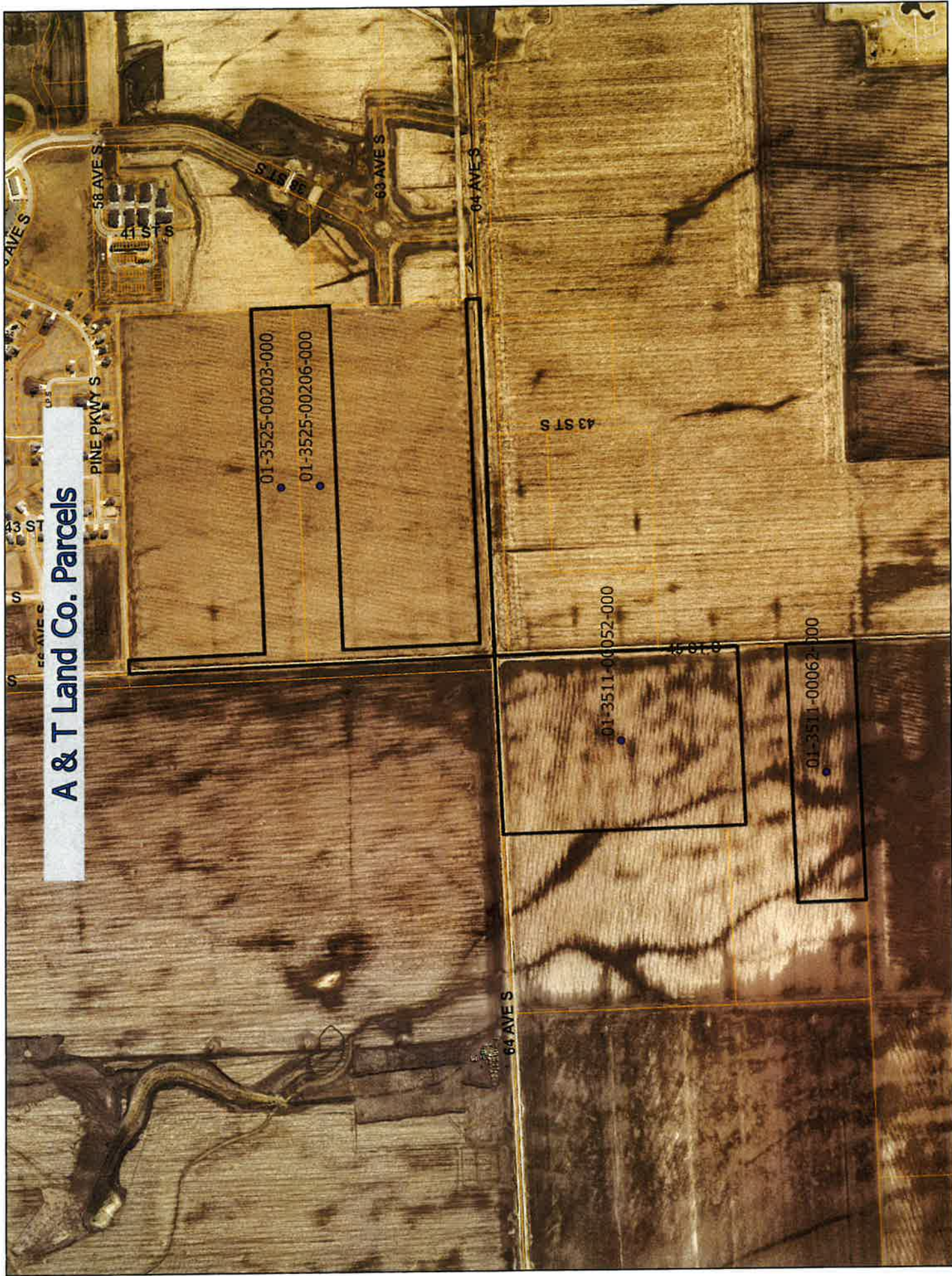
### **Recommended Motion:**

Special Assessments recommends approval of this request and will support the facts and findings of the Finance Committee.

Attachments

C: Tom Knakmuhs, City Engineer





A & T Land Co. Parcels



**A & T LAND CO.**  
4650 – 26<sup>th</sup> Avenue South  
Suite E  
Fargo, ND 58104

October 25, 2023

**Via Email Only -- ddurgin@fargond.gov**

Douglas Durgin  
Special Assessment Manager  
City of Fargo, Engineering Depart.  
225 – 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Special Assessment Deferral

Dear Doug:

Our thanks to you and Danny for taking time on October 24, 2023, to visit with us regarding the possible deferral of special assessments associated with unimproved real estate owned by A & T Land Co. LLC (“A&T”).

We understand that there are four (4) separate parcels at issue. It appears, however, that the County has not provided the City with updated ownership information.

The first two (2) parcels are referred to by your office as Parcels 01-3511—00062-000 and 01-3511-00052-000. Apparently the City records reflect the current owner as Fargo Public School District No. 1. Those lots were conveyed to A& T on April 18, 2023. A copy of the recorded Deed and the Certificate of Survey are enclosed for your reference.

The other two (2) parcels consist of land which was designated by the City as a drainage ditch. I believe your office refers to that property as Parcel No. 01-3525-00203-000 and 01-3525-00206-000. Those two parcels, together with Parcel 64-0000-00572-030 and Parcel 64-0000-00572-050 were associated with a sale of land by A&T to the Fargo Public School District. A copy of the Corrective Warranty Deed dated April 17, 2023, from A&T to the School District is enclosed for your ready reference. Exhibit “A” to the Deed, a Survey, will provide you with a better idea of the land that was conveyed to the School District. The remainder was retained by A&T.

By way of this letter A&T respectfully requests a ten (10) year deferral, without interest, on the special assessments for the parcels it owns. We believe that such a deferral is appropriate given that the property has not been platted, is new to the City, and is not being developed. Moreover, A&T is currently negotiating with the City for the sale of the “drainage ditch” parcels.

Thank you for your consideration of this request. If you require any additional information or have any questions, please do not hesitate to contact me. We look forward to working with you.

Respectfully,

A handwritten signature in blue ink, appearing to read 'M. Thomas', is positioned above the printed name.

Michael M. Thomas

(701) 237-6000

mthomas@brandtholdings.com

Pc: Dan Eberhardt (via email only -- [deberhardt@fargond.gov](mailto:deberhardt@fargond.gov))  
Tyler Brandt (via email only -- [tyler@prgcommercial.com](mailto:tyler@prgcommercial.com))  
Chad Marsden (via email only -- [chad@focuspmgmt.com](mailto:chad@focuspmgmt.com))  
Brad Williams (via email only -- [bwilliams@brandtholdings.com](mailto:bwilliams@brandtholdings.com))



# CERTIFICATE OF SURVEY

## TRACT 1

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Commencing at the northeast corner of said Northeast Quarter, thence South 87 degrees 30 minutes 08 seconds West, an assumed bearing, on the north line of said Northeast Quarter, 1,318.67 feet to the point of beginning; thence South 01 degree 39 minutes 55 seconds East, parallel with the west line of said Northeast Quarter, 1,793.81 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with the south line of said Northeast Quarter, 591.90 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with said west line, 500.29 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with said south line, 540.73 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with said west line, 1,281.84 feet to said north line; thence North 87 degrees 30 minutes 08 seconds East, on said north line, 1,132.65 feet to the point of beginning.

Containing 40.15 acres, more or less.

## TRACT 2

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the northeast corner of said Northeast Quarter, thence South 01 degree 42 minutes 54 seconds East, an assumed bearing, on the east line of said Northeast Quarter, 1,785.74 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with the south line of said Northeast Quarter, 1,320.19 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with the west line of said Northeast Quarter, 1,783.81 feet to the north line of said Northeast Quarter; thence North 87 degrees 30 minutes 08 seconds East, on said north line, 1,318.67 feet to the point of beginning.

Containing 54.06 acres, more or less.

## TRACT 3

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Northeast Quarter, thence South 87 degrees 35 minutes 14 seconds West, and assumed bearing, on the south line of said Northeast Quarter, 1,908.27 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with the west line of said Northeast Quarter, 512.54 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 1,907.82 feet to the east line of said Northeast Quarter; thence South 01 degree 42 seconds 54 minutes East, on said east line, 512.54 feet to the point of beginning.

Containing 22.45 acres, more or less.

## TRACT 4

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Commencing at the southeast corner of said Northeast Quarter, thence South 87 degrees 35 minutes 14 seconds West, an assumed bearing, on the south line of said Northeast Quarter, 1808.27 feet to the point of beginning; thence continuing, on said south line, South 87 degrees 35 minutes 14 seconds West, 731.31 feet to the southwest corner of said Northeast Quarter, thence North 01 degree 39 minutes 55 seconds West, on the west line of said Northeast Quarter, 2,644.43 feet to the northwest corner of said Northeast Quarter; thence North 87 degrees 30 minutes 08 seconds East, on the north line of said Northeast Quarter, 186.02 feet; thence South 01 degree 39 minutes 55 seconds East, parallel with said west line, 1,281.84 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 540.73 feet; thence South 01 degree 39 minutes 55 seconds East, parallel with said west line, 500.29 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 1,912.09 feet to the east line of said Northeast Quarter; thence South 01 degree 42 minutes 54 seconds East, on said east line, 350.03 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with said south line, 1,907.82 feet; thence South 01 degree 39 minutes 55 seconds East, parallel with said west line, 512.54 feet to the point of beginning.

Containing 43.63 acres, more or less.

## CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Land Surveyor under the laws of the State of North Dakota.

Jason Ness, PLS

Reg. No. LS-6884 Date: 4-18-23



**Mead Hunt**  
2005 N. Highway 27  
Fargo, ND 58102  
Phone: 701-508-8450  
meadhunt.com

These documents shall not be used for any purpose not intended by the surveyor. The surveyor shall be held responsible for the accuracy of the information contained herein. The surveyor shall be held responsible for the accuracy of the information contained herein. The surveyor shall be held responsible for the accuracy of the information contained herein.

MBN  
SANFORD - BRUNELLE COS  
CASS COUNTY, ND

PLAN NO. 428700-20014  
DRAWN BY: JLN  
CHECKED BY: JLN  
APPROVED BY: JLN  
DO NOT SCALE DRAWINGS

SHEET CONTENTS  
CERTIFICATE OF SURVEY  
NE 1/4 SECTION 9  
T-138-N, R-49-W  
CASS COUNTY,  
NORTH DAKOTA

SHEET NO. 2 of 2

V2



PAGE: 1 of 6      WD      1688400  
The Title Company-Commercial      5/2/2023 3:40 PM  
Recorded Electronically      \$20.00

RECORDER'S OFFICE, CASS COUNTY, ND      5/2/2023 3:40 PM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DEBORAH A. MOELLER, COUNTY RECORDER

by Sheva Garcia, Dep      1688400  
Recorded Electronically



**CORRECTIVE  
WARRANTY DEED**

THIS INDENTURE is made this 17<sup>th</sup> day of April, 2023, between **A & T LAND CO LLC**, a North Dakota limited liability company ("Grantor"), and **CITY OF FARGO FOR USE OF THE SCHOOLS** ("Grantee"), whose post office address is c/o Fargo Public School District No. 1, 700 7<sup>th</sup> Street South, Fargo, North Dakota 58103.

For ten dollars and other good and valuable consideration, Grantor does hereby GRANT to Grantee the following described real property in Cass County, North Dakota:

SEE ATTACHED EXHIBIT A.

The legal description on attached EXHIBIT A was prepared by James A. Schlieman, Registered Land Surveyor, Houston Engineering, Inc., 1401 21<sup>st</sup> Avenue North, Fargo, North Dakota 58102.

Subject to the Permitted Exceptions set forth on EXHIBIT B attached hereto and incorporated herein by this reference.

Grantor does covenant with the Grantee that it is well seized in fee of the property and has good right to sell and convey it, and that the property is free from all incumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Treasurer for collection. The Grantor will warrant and defend the property in the quiet and peaceable possession of the Grantee, against all persons lawfully claiming or to claim the whole or any part thereof.

This Deed corrects the legal description set forth in that certain warranty deed from Grantor to Grantee dated April 17, 2023, recorded with the Recorder of Cass County, State of North Dakota, on April 18, 2023, as Document No. 1687617.

64-0000-00572-030 split, 01-3525-00203-000 split

01-3525-00206-000 split

PAGE: 2 of 6      WD  
The Title Company-Commercial  
Recorded Electronically

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5/2/2023 3:40 PM  
\$20.00

IN TESTIMONY WHEREOF, Grantor has caused this deed to be executed in its company name by one or more company officers for the day and year first above written.

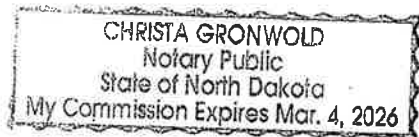
A & T LAND CO LLC

By:   
Michael R. Vannett, Manager

STATE OF NORTH DAKOTA      )  
                                                 )  
COUNTY OF CASS                      )


The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, 2023, by Michael R. Vannett, the Manager of A & T Land Co LLC, a North Dakota limited liability company, on behalf of the limited liability company.

(STAMP)



  
Notary Public

I certify that the requirement for a report or statement of full consideration paid does not apply as this transaction is exempt under N.D.C.C. 11-18-02.2(6)(j).

Signed:  Date: May 1<sup>st</sup>, 2023  
Grantor or Agent

PAGE: 3 of 6      WD  
The Title Company-Commercial  
Recorded Electronically

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\$20.00

**EXHIBIT A**

That part of the Southwest Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence North 88°27'00" East, along the northerly line of said Southwest Quarter, for a distance of 440.03 feet to a point of intersection with the easterly line of the West 440.00 feet of said Southwest Quarter, and the true point of beginning; thence South 02°11'19" East, along the easterly line of the West 440.00 feet of said Southwest Quarter for a distance of 1385.18 feet; thence South 63°51'56" East for a distance of 124.12 feet to a point of tangential curve to the left, having a radius of 500.00 feet; thence southeasterly, along said curve, for a distance of 241.59 feet, through a central angle of 27°41'04"; thence North 88°27'00" East for a distance of 1255.22 feet to a point of tangential curve to the left, having a radius of 500.00 feet; thence northeasterly, along said curve, for a distance of 201.29 feet, through a central angle of 23°03'56"; thence North 65°23'03" East for a distance of 231.90 feet to a point of tangential curve to the right, having a radius of 500.00 feet; thence northeasterly, along said curve, for a distance of 196.67 feet, through a central angle of 22°32'14", to a point of intersection with the easterly line of said Southwest Quarter; thence North 02°05'48" West, along the easterly line of said Southwest Quarter, for a distance of 1329.28 feet to the northeast corner of said Southwest Quarter; thence South 88°27'00" West, along the northerly line of said Southwest Quarter, for a distance of 2200.72 feet to the true point of beginning.

Said tract of land contains 74.256 acres, more or less, and is subject to easements as may be of record.

FINANCE OFFICE  
COUNTY OF CASS, NORTH DAKOTA  
5/2/2023

Taxes and Special Assessments paid  
and transfer entered.

*B. Madriga*

FINANCE DIRECTOR

DU

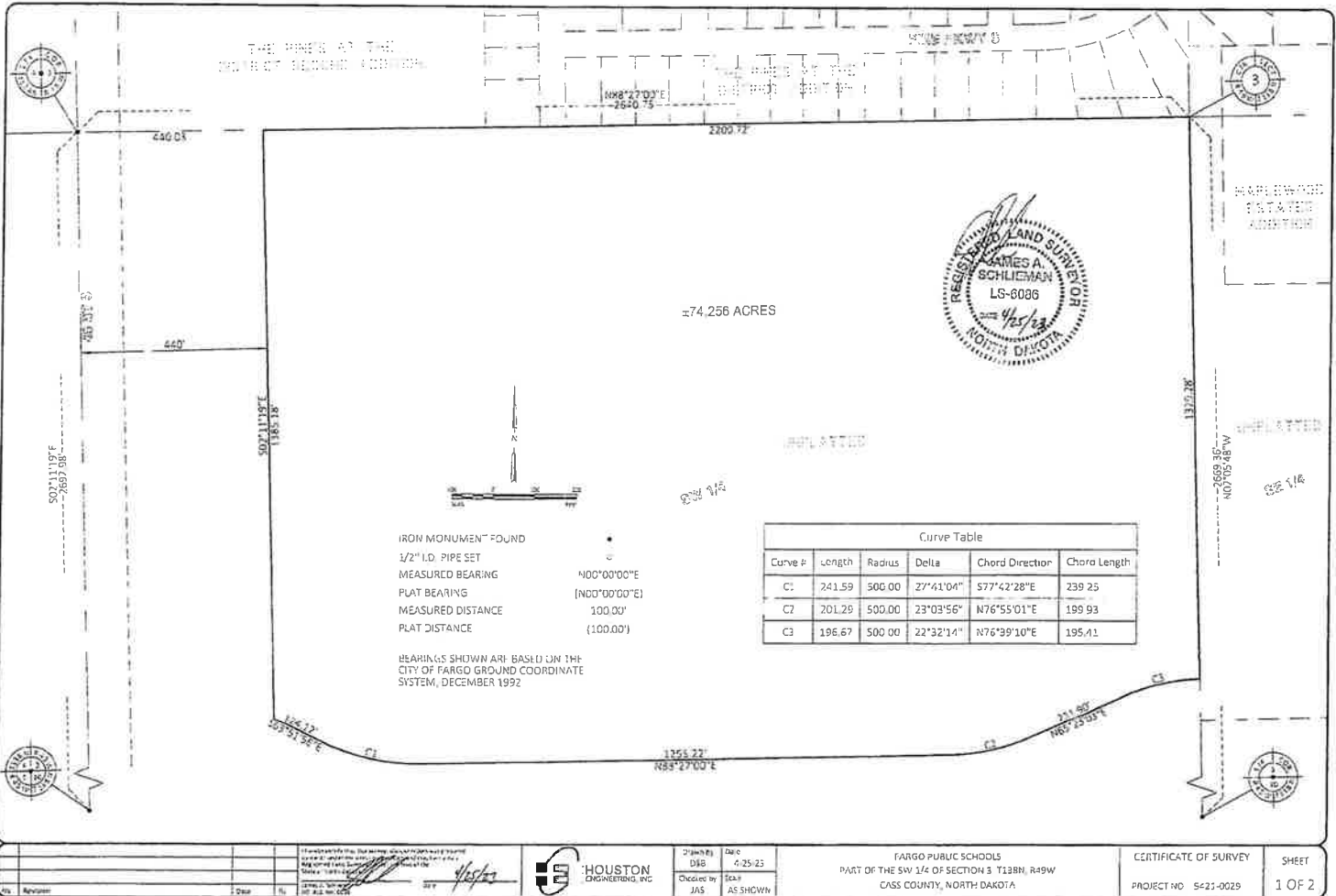
DEPUTY



**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims, or title to water, whether or not the matters excepted under the same are shown by the public records.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the public records.
3. Rights of the tenant under an unrecorded lease.
4. Taxes and special assessments, if any, which have not been certified to the County Treasurer for collection.
5. Subject to the statutory right of way for public road purposes 33 feet wide along section lines pursuant to NDCC 24-07-03.
6. Pipeline easement agreement granted to Northern States Power Company, recorded May 30, 2018 as Document No. 1538299, modification of easement recorded September 17, 2020 as Document No. 1605360.
7. Easement granted to Northern States Power Company, recorded October 14, 1953, in Book I-2 of Misc., page 322; assignment and assumption of easements by Xcel Energy Inc. to Northern States Power Company, recorded March 22, 2001 as Document No. 977004.
8. Declaration of Covenants, Conditions and Restrictions, recorded November 19, 2019 as Document No. 1577269.
9. Permanent easement to the City of Fargo, recorded October 26, 2021 as Document No. 1649444.
10. Permanent easement to the City of Fargo, recorded October 26, 2021 as Document No. 1649445.
11. Grant of easement to Midcontinent Communications, recorded September 23, 2022 as Document No. 1675984.
12. Right of way easement granted to Cass County Electric Cooperative, Inc., recorded September 26, 2022 as Document No. 1676141.



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\$20.00  
WD  
The Title Company-Commercial  
Recorded Electronically  
PAGE: 6 of 6

Description

That part of the Southwest Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence North 88°27'00" East, along the northerly line of said Southwest Quarter, for a distance of 440.03 feet to a point of intersection with the easterly line of the West 440.00 feet of said Southwest Quarter, and the true point of beginning; thence South 02°11'19" East, along the easterly line of the West 440.00 feet of said Southwest Quarter for a distance of 1385.18 feet, thence South 63°51'56" East for a distance of 124.12 feet to a point of tangential curve to the left, having a radius of 500.00 feet; thence southeasterly, along said curve, for a distance of 241.59 feet, through a central angle of 27°41'04"; thence North 88°27'00" East for a distance of 1255.22 feet to a point of tangential curve to the left, having a radius of 500.00 feet; thence northeasterly, along said curve, for a distance of 201.28 feet, through a central angle of 23°03'56"; thence North 65°23'03" East for a distance of 231.90 feet to a point of tangential curve to the right, having a radius of 500.00 feet; thence northeasterly, along said curve for a distance of 186.67 feet, through a central angle of 22°32'14", to a point of intersection with the easterly line of said Southwest Quarter; thence North 02°05'48" West, along the easterly line of said Southwest Quarter, for a distance of 1329.28 feet to the northeast corner of said Southwest Quarter; thence South 88°27'00" West, along the northerly line of said Southwest Quarter, for a distance of 2200.72 feet to the true point of beginning.

Said tract of land contains 74.256 acres, more or less, and is subject to easements as may be of record.



HOUSTON ENGINEERING, INC.		Drawn by OSB	Date 4-25-23	FARGO PUBLIC SCHOOLS PART OF THE SW 1/4 OF SECTION 3, T138N, R49W CASS COUNTY, NORTH DAKOTA	CERTIFICATE OF SURVEY PROJECT NO. 5421-0029	SHEET 2 OF 2
Checked by JAS		Scale AS SHOWN				

PAGE: 1 of 3      WD      1687618  
The Title Company-Commercial      4/18/2023 12:12 PM  
Recorded Electronically      \$20.00

RECORDER'S OFFICE, CASS COUNTY, ND      4/18/2023 12:12 PM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DEBORAH A. MOELLER, COUNTY RECORDER

by Sheva Garcia, Dep      1687618  
Recorded Electronically



266345B

### WARRANTY DEED

THIS INDENTURE, Made this 17th day of April, 2023, between The City of Fargo for The Use of The Schools a/k/a FARGO PUBLIC SCHOOL DISTRICT NO. 1, Grantor, and A & T Land Co LLC, Grantee, whose post office address is 4650 26th Ave South, Suite E, Fargo, ND 58104.

**WITNESSETH**, For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration Grantor does hereby GRANT to the Grantee all of the following real property lying and being in the County of Cass, and State of North Dakota:

#### TRACT 2

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence South 01 degree 42 minutes 54 seconds East, an assumed bearing, on the east line of said Northeast Quarter, 1,785.74 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with the south line of said Northeast Quarter, 1,320.19 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with the west line of said Northeast Quarter, 1,783.81 feet to the north line of said Northeast Quarter; thence North 87 degrees 30 minutes 08 seconds East, on said north line, 1,318.67 feet to the point of beginning.

#### TRACT 3

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Northeast Quarter; thence South 87 degrees 35 minutes 14 seconds West, and assumed bearing, on the south line of

01-3511-00050-000 split, 01-3511-00060-000 split

PAGE: 2 of 3      WD  
The Title Company-Commercial  
Recorded Electronically

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\$20.00


said Northeast Quarter, 1,908.27 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with the west line of said Northeast Quarter, 512.54 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 1,907.82 feet to the east line of said Northeast Quarter; thence South 01 degree 42 seconds 54 minutes East, on said east line, 512.54 feet to the point of beginning.

The legal description was obtained from a previously recorded instrument.

And the Grantor, for itself, its successors and assigns, does covenant with the Grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments and assessments for special improvements which have not been certified to the County Treasurer for collection, easements and restrictions of record; and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend.

I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the transaction exempted by subdivision f of N.D.C.C. 11-18-02.2(6).

Date: 4-17-23

  
Grantee or Grantee's Agent

FINANCE OFFICE  
COUNTY OF CASS, NORTH DAKOTA  
4/18/2023

Taxes and Special Assessments paid  
and transfer entered.

 FINANCE DIRECTOR

DJ DEPUTY



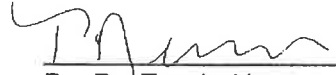


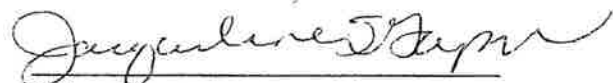
PAGE: 3 of 3      WD  
The Title Company-Commercial  
Recorded Electronically

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4/18/2023 12:12 PM  
\$20.00

IN TESTIMONY WHEREOF, the Grantor has caused these presents to be executed in its name.

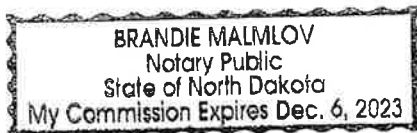
The City of Fargo for The Use of The  
Schools a/k/a FARGO PUBLIC  
SCHOOL DISTRICT NO. 1

  
By: Dr. Tracie Newman  
Its: President of the Board

  
By: Jackie Gapp  
Its: Business Manager

STATE OF NORTH DAKOTA  
COUNTY OF CASS

On this 17<sup>th</sup> day of April, 2023, before me personally appeared Dr. Tracie Newman and Jackie Gapp, known to me to be the President of the Board and the Business Manager, respectively, of The City of Fargo for The Use of The Schools a/k/a FARGO PUBLIC SCHOOL DISTRICT NO. 1, who is described in, and who executed the within and foregoing instrument and severally acknowledged that they executed the same on behalf of The City of Fargo for The Use of The Schools a/k/a FARGO PUBLIC SCHOOL DISTRICT NO. 1.



  
Notary Public  
My Commission expires:

This document was prepared by:  
Wheeler McCartney, P.C.  
35 4th St N, Suite 102  
Fargo, ND 58102

## **AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS**

**THIS AGREEMENT**, made and entered into by and between A & T Land Co LLC, a North Dakota limited liability company (Owner), and the City of Fargo, a North Dakota municipal corporation (City).

### Recitals

**WHEREAS**, Owner is the fee simple owner of land referred to herein as the “Subject Property” legally described on Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, City has made public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

**WHEREAS**, City has established property improvement projects wherein the City, identified as Special Assessment Improvements Districts No. 590300, BN-21-A, BN-22-A and FP-19-A, which included drain improvements, storm sewer lift station, retention pond and incidentals, Arterial new construction and incidental, including utilities and paving benefitting the Subject Property (“Projects”); and,

**WHEREAS**, Owner has requested a deferral of the special assessments attributable to the Projects; and

**WHEREAS**, the Finance Committee recommended approval of a deferral of the special assessments in accordance with Fargo Municipal Code §3-1004 for a period of 10 years.

Agreement

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

1. Ownership. The undersigned is the owner of the Subject Property which has been annexed and is presently incorporated as part of the City of Fargo.
2. Definitions.
  - a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The "triggering event" shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.
  - b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.
  - c. "Collector" street shall mean a roadway that has the function of collecting traffic from all other streets and discharging it onto other collectors, arterials, or highways. A collector Street is typically a 2 to 3-lane roadway with a speed limit of 25-30 mph. The collector street usually has a traffic volume between 2,500 to 7,500 vehicles/day.
  - d. "Local" street is a roadway designed to serve primarily to provide access to the traffic emanating from properties and discharge them onto collectors. They serve a minor role in the roadway classification system and usually have low traffic. The speed limit on a local street is typically 25 mph. The local street usually has a daily traffic volume of less than 1,500 vehicles/day.
3. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. §40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

4. Deferral of Certification of Special Assessment. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for the Projects, as follows (hereinafter identified as "Triggering Events"):

- a. Ten (10) years from the date of certification of the installation of the improvements; or
- b. Development of the Subject Property to a higher use than at the time of this Agreement, i.e., platting (other than platting of rights of way) or the issuance of a building permit on the Subject Property; or
- c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits issued for construction).

5. Annual Review. On or before October 1 of each year during the term of this Agreement, the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the special assessment deferral should continue.

6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.


7. Assessment Amount. The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.

8. Binding Agreement. This Agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

9. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

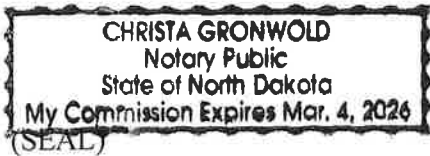
Dated this 18<sup>th</sup> day of September 2024.

A & T Land Co. LLC,  
a North Dakota limited liability company

By   
Michael Vannett, Its President

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

On this 18<sup>th</sup> day of September, 2024, before me, a notary public in and for said county and state, personally appeared Michael Vannett, President of A & T Land Co. LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



Christa Gronwold  
Notary Public  
Cass County, North Dakota

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF FARGO, A North Dakota municipal  
corporation

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

ATTEST:

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

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

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

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

## Exhibit "A"

- North
  - That part of the Southwest Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows: Commencing at the southwest corner of said Southwest Quarter; thence northerly, on the west line of said Southwest Quarter, a distance of 1390.75 feet to the point of beginning; thence continuing northerly, on said west line, to the northwest corner of said Southwest Quarter; thence easterly, on the north line of said Southwest Quarter, to a point lying 100.00 feet easterly of, as measured perpendicular to, said west line; thence southerly, parallel with said west line, to a point lying 1690.00 feet northerly of, as measured perpendicular to, the south line of said Southwest Quarter; thence easterly, parallel with said south line, to a point on the east line of said Southwest Quarter; thence southerly, on said east line, to a point on a line, parallel with said south line, passing through the point of beginning; thence westerly, parallel with said south line, to the point of beginning. Said part of the Southwest Quarter contains 889,922 Sq. Ft. or 20.43 Acres, more or less.
- South
  - That part of the Southwest Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, lying southerly of a line, parallel with the south line of said Southwest Quarter, passing through a point on the west line of said Southwest Quarter lying 1390.75 northerly of the southwest corner of said Southwest Quarter.  
LESS  
The northerly 1025.00 feet of the southerly 1125.00 feet of said Southwest Quarter, less the westerly 100.00 feet thereof.  
Said part of the Southwest Quarter contains 1,067,267 Sq. Ft. or 24.50 Acres, more or less.

## Exhibit “B”

590300 – Drain Improvement

FP-19-A - Storm Sewer Lift Station, Retention Pond, & Incidentals

BN-21-A -Arterial New Construction & Incidentals - Utilities &

Paving BN-22-A Arterial New Construction & Incidentals

## **AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS**

**THIS AGREEMENT**, made and entered into by and between A & T Land Co LLC, a North Dakota limited liability company (Owner), and the City of Fargo, a North Dakota municipal corporation (City).

### Recitals

**WHEREAS**, Owner is the fee simple owner of land referred to herein as the “Subject Property” legally described on Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, City has made public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

**WHEREAS**, City has established property improvement projects wherein the City, identified as Special Assessment Improvements Districts No. BN-21-A, and FP-19-A, which included storm sewer lift station, retention pond and incidentals, Arterial new construction and incidentals, including utilities and paving benefitting the Subject Property (“Projects”); and,

**WHEREAS**, Owner has requested a deferral of the special assessments attributable to the Projects; and

**WHEREAS**, the Finance Committee recommended approval of a deferral of the special assessments in accordance with Fargo Municipal Code §3-1004 for a period of 10 years.



Agreement

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

1. Ownership. The undersigned is the owner of the Subject Property which has been annexed and is presently incorporated as part of the City of Fargo.
2. Definitions.
  - a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The "triggering event" shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.
  - b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.
  - c. "Collector" street shall mean a roadway that has the function of collecting traffic from all other streets and discharging it onto other collectors, arterials, or highways. A collector Street is typically a 2 to 3-lane roadway with a speed limit of 25-30 mph. The collector street usually has a traffic volume between 2,500 to 7,500 vehicles/day.
  - d. "Local" street is a roadway designed to serve primarily to provide access to the traffic emanating from properties and discharge them onto collectors. They serve a minor role in the roadway classification system and usually have low traffic. The speed limit on a local street is typically 25 mph. The local street usually has a daily traffic volume of less than 1,500 vehicles/day.
3. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. §40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

4. Deferral of Certification of Special Assessment. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for the Projects, as follows (hereinafter identified as "Triggering Events"):

- a. Ten (10) years from the date of certification of the installation of the improvements; or
- b. Development of the Subject Property to a higher use than at the time of this Agreement, i.e., platting (other than platting of rights of way) or the issuance of a building permit on the Subject Property; or
- c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits issued for construction).

5. Annual Review. On or before October 1 of each year during the term of this Agreement, the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the special assessment deferral should continue.

6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.


7. Assessment Amount. The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.

8. Binding Agreement. This Agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

9. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 18<sup>th</sup> day of September 2024.

A & T Land Co. LLC,  
a North Dakota limited liability company

By   
Michael Vannett, Its President

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

On this 18<sup>th</sup> day of September, 2024, before me, a notary public in and for said county and state, personally appeared Michael Vannett, President of A & T Land Co. LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



Christa Gronwold  
Notary Public  
Cass County, North Dakota

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF FARGO, A North Dakota municipal  
corporation

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

ATTEST:

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

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

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(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

## Exhibit "A"

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Northeast Quarter; thence South 87 degrees 35 minutes 14 seconds West, and assumed bearing, on the south line of said Northeast Quarter, 1,908.27 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with the west line of said Northeast Quarter, 512.54 feet; thence North 87 degrees 35 minutes 14 seconds East, parallel with said south line, 1,907.82 feet to the east line of said Northeast Quarter; thence South 01 degree 42 seconds 54 minutes East, on said east line, 512.54 feet to the point of beginning.

Containing 22.45 acres, more or less.

## Exhibit "B"

FP-19-A - Storm Sewer Lift Station, Retention Pond, & Incidentals

BN-21-A -Arterial New Construction & Incidentals - Utilities & Paving

## **AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS**

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### Recitals

**WHEREAS**, Owner is the fee simple owner of land referred to herein as the “Subject Property” legally described on Exhibit A attached hereto and incorporated herein by reference; and

**WHEREAS**, City has made public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

**WHEREAS**, City has established property improvement projects wherein the City, identified as Special Assessment Improvements Districts No. BN-21-A, and FP-19-A, which included storm sewer lift station, retention pond and incidentals, Arterial new construction and incidentals, including utilities and paving benefitting the Subject Property (“Projects”); and,

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- b. Development of the Subject Property to a higher use than at the time of this Agreement, i.e., platting (other than platting of rights of way) or the issuance of a building permit on the Subject Property; or
- c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits issued for construction).

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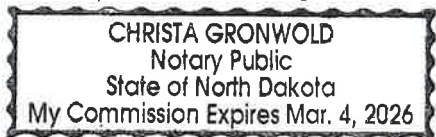
A & T Land Co. LLC,  
a North Dakota limited liability company

By   
Michael Vannett, Its President



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

On this 18<sup>th</sup> day of September, 2024, before me, a notary public in and for said county and state, personally appeared Michael Vannett, President of A & T Land Co. LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



(SEAL)

Christa Gronwold  
Notary Public  
Cass County, North Dakota

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF FARGO, A North Dakota municipal  
corporation

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

ATTEST:

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

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

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

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

## Exhibit "A"

That part of the Northeast Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the northeast corner of said Northeast Quarter; thence South 01 degree 42 minutes 54 seconds East, an assumed bearing, on the east line of said Northeast Quarter, 1,785.74 feet; thence South 87 degrees 35 minutes 14 seconds West, parallel with the south line of said Northeast Quarter, 1,320.19 feet; thence North 01 degree 39 minutes 55 seconds West, parallel with the west line of said Northeast Quarter, 1,783.81 feet to the north line of said Northeast Quarter; thence North 87 degrees 30 minutes 08 seconds East, on said north line, 1,318.67 feet to the point of beginning.

Containing 54.06 acres, more or less.

## Exhibit “B”

FP-19-A - Storm Sewer Lift Station, Retention Pond, & Incidentals

BN-21-A -Arterial New Construction & Incidentals - Utilities & Paving

## REPORT OF ACTION

11

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. PR-21-E1

Type: Negative FBCO #1

Location: Citywide

Date of Hearing: 9/23/2024

Routing

City Commission

Date

9/30/2024

PWPEC File

X

Project File

Jeremy Engquist

The Committee reviewed the accompanying correspondence regarding Negative Final Balancing Change Order #1 in the amount of \$-192,930.10, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of \$-192,930.10, which brings the total contract amount to \$520,928.90.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 in the amount of \$-192,930.10 to Ti-Zack Concrete Inc.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-192,930.10 to Ti-Zack Concrete Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax Funds

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☐☐☐

Steve Dirksen, Fire Chief

☒☒☐

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

Tom Knakmuhs, City Engineer


☒☒☐

Susan Thompson, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

Negative Change Orders & Engineer Approved Change Orders							PWPEC 9/23/24
Contractor	Proj. or ID #	Type	Original Contract	Prior CO's	Current CO Amount	CO #	Final or New Contract Amount
							\$0.00
							\$0.00
							\$0.00
							\$0.00
		Negative & Engineer Approved Totals	\$0.00	\$0.00	\$0.00		\$0.00
Ti-Zack Concrete Inc	PR-21-E1	Concrete Spot Repair	\$713,859.00		(\$192,930.10)	FBCO #1	\$520,928.90
							\$0.00
							\$0.00
							\$0.00
							\$0.00
		Negative & Engineer Approved FBCO Totals	\$713,859.00	\$0.00	-\$192,930.10		\$520,928.90



CHANGE ORDER REPORT  
CONCRETE SPOT REPAIR  
PROJECT NO. PR-21-E1  
VARIOUS LOCATIONS - CITY WIDE

Final Balancing  
Change Order

Change Order No 1 Change Order Date 9/10/2024  
Contractor Ti-Zack Concrete Inc

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

EXPLANATION OF CHANGE Change Order # 1

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 (\$)
Paving	1	Excavation	CY	70		70	-51.5	18.5	\$40.00	-\$2,060.00
	2	Remove Pavement All Thicknesses All Types	SY	2350		2350	-309.5	2040.5	\$30.00	-\$9,285.00
	3	Remove Curb & Gutter	LF	930		930	-84.3	845.7	\$6.00	-\$505.80
	4	Remove Sidewalk All Thicknesses All Types	SY	114		114	-29.6	84.4	\$25.00	-\$740.00
	5	F&I Class 5 Agg - 12" Thick	SY	65		65	-31	34	\$2.00	-\$62.00
	6	F&I Edge Drain 4" Dia PVC	LF	80		80	-2	78	\$11.00	-\$22.00
	7	F&I Curb & Gutter Standard (Type II)	LF	925		925	-87.3	837.7	\$40.00	-\$3,492.00
	8	F&I Pavement 10" Thick Doweled Conc	SY	2350		2350	-410.5	1939.5	\$145.00	-\$59,522.50
	9	Repair Pavement - Partial Depth Conc	SF	250		250	-244	6	\$32.00	-\$7,808.00
	10	F&I Median Nose Conc	SY	10		10	-5	5	\$116.00	-\$580.00
	11	F&I Sidewalk 4" Thick Reinf Conc	SY	120		120	-64.3	55.7	\$56.00	-\$3,600.80

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 (\$)
Pavement Marking	12	F&I Sidewalk 6" Thick Reinf Conc	SY	50		50	-32	18	\$85.00	-\$2,720.00
	13	F&I Impressioned 6" Thick Reinf Conc	SY	160		160	-64	96	\$85.00	-\$5,440.00
	14	F&I Sidewalk Curb	LF	25		25	-25	0	\$35.00	-\$875.00
	15	F&I Det Warn Panels Cast Iron	SF	30		30	-8	22	\$50.00	-\$400.00
	16	F&I Casting - Inlet	EA	5		5	-4	1	\$2,000.00	-\$8,000.00
	17	F&I Casting - Std Manhole	EA	2		2	-2	0	\$1,200.00	-\$2,400.00
	18	F&I Casting - Floating Manhole	EA	5		5	-5	0	\$1,950.00	-\$9,750.00
	19	Casting to Grade - w/Conc	EA	12		12	-6	6	\$415.00	-\$2,490.00
	20	GV Box to Grade - w/Conc	EA	4		4	-3	1	\$75.00	-\$225.00
	21	Mulching Type 1 Hydro	SY	1000		1000	-358	642	\$3.00	-\$1,074.00
	22	Seeding Type C	SY	1000		1000	-358	642	\$1.00	-\$358.00
	24	Construction Signing	SF	50		50	-50	0	\$15.40	-\$770.00
	26	Traffic Control - Type 2	LS	3		3	1	4	\$3,200.00	\$3,200.00
	27	Flagging	MHR	250		250	-250	0	\$40.00	-\$10,000.00
	28	Relocate Sign Assembly	EA	4		4	-4	0	\$130.00	-\$520.00
	Paving Sub Total									-\$129,500.10
	29	F&I Grooved Contrast Film 7" Wide	LF	150		150	-130	20	\$16.00	-\$2,080.00
	30	F&I Grooved Contrast Film 11" Wide	LF	150		150	-150	0	\$20.00	-\$3,000.00
	31	F&I Grooved Plastic Film Message	SF	60		60	-60	0	\$44.00	-\$2,640.00
	32	F&I Grooved Plastic Film 4" Wide	LF	200		200	-114	86	\$11.00	-\$1,254.00

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 (\$)
Traffic Signals	33	F&I Grooved Plastic Film 6" Wide	LF	200		200	-200	0	\$13.00	-\$2,600.00
	34	F&I Grooved Plastic Film 8" Wide	LF	400		400	-249	151	\$16.00	-\$3,984.00
	35	F&I Grooved Plastic Film 16" Wide	LF	150		150	-150	0	\$33.00	-\$4,950.00
	36	F&I Grooved Plastic Film 24" Wide	LF	300		300	-300	0	\$44.00	-\$13,200.00
	37	Paint Epoxy Message	SF	100		100	-100	0	\$20.00	-\$2,000.00
Pavement Marking Sub Total										-\$35,708.00
Traffic Signals	41	F&I Detection Preformed Loop	EA	12		12	-6	6	\$2,000.00	-\$12,000.00
	43	F&I Detection In-Ground Loop	EA	4		4	-4	0	\$2,500.00	-\$10,000.00
Traffic Signals Sub Total										-\$22,000.00
Area - 4th Ave N (City Centre)	45	Remove Curb & Gutter	LF	78		78	-2	76	\$8.00	-\$16.00
	46	Remove Sidewalk All Thicknesses All Types	SY	36		36	-1	35	\$17.00	-\$17.00
	47	F&I Curb & Gutter Standard (Type II)	LF	78		78	-2	76	\$40.00	-\$80.00
	49	Repair Pavement - Partial Depth Conc	SF	10		10	-10	0	\$100.00	-\$1,000.00
	50	F&I Impressioned 6" Thick Reinf Conc	SY	36		36	-1	35	\$85.00	-\$85.00
	51	Inlet Protection - Existing Inlet	EA	5		5	-3	2	\$60.00	-\$180.00
	52	F&I Grooved Contrast Film 7" Wide	LF	576		576	-12	564	\$16.00	-\$192.00



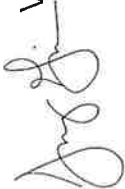

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	53	F&I Grooved Contrast Film 11" Wide	LF	106		106	-106	0	\$22.00	-\$2,332.00
	55	F&I Grooved Plastic Film 16" Wide	LF	25		25	-2	23	\$30.00	-\$60.00
	56	F&I Grooved Plastic Film 24" Wide	LF	80		80	-8	72	\$40.00	-\$320.00
	58	Construction Signing	SF	6		6	-6	0	\$15.00	-\$90.00
	59	Flagging	MHR	30		30	-30	0	\$45.00	-\$1,350.00
						Area - 4th Ave N (City Centre) Sub Total				-\$5,722.00

Summary.

Source Of Funding	Street Sales Tax Funds
Net Amount Change Order # 1 (\$)	-\$192,930.10
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$713,859.00
Total Contract Amount (\$)	\$520,928.90

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

APPROVED	Ti-Zack Concrete, LLC	APPROVED DATE
For Contractor	Jeremy Gibbs	Department Head
Title	Vice President	Mayor
		Attest

	
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(12)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: SN-24-A1

Type: Memorandum of Understanding

Location: River Drive Shared Use Path

Date of Hearing: 9/23/2024

RoutingDate

City Commission

9/30/2024

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed a communication from Civil Engineer, Eric Hodgson, regarding an MOU with Fargo Park District for the construction and maintenance of the River Drive Shared Use Path.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the MOU with Fargo Park District for the River Drive Shared Use Path.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the MOU with Fargo Park District for the River Drive Shared Use Path.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present Yes No Unanimous

✓

Tim Mahoney, Mayor

☐

☐

☐

Nicole Crutchfield, Director of Planning

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Steve Dirksen, Fire Chief

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Brenda Derrig, Assistant City Administrator

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Ben Dow, Director of Operations

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Steve Sprague, City Auditor

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Tom Knakmuhs, City Engineer

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Susan Thompson, Finance Director

☑

☑

☐

ATTEST:



Tom Knakmuhs, P.E.  
City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Eric Hodgson, Civil Engineer II  
**Date:** September 23, 2024  
**Re:** City Project No. SN-24-A1 Maintenance and Use Agreement  
River Drive Shared Use Path (South of 35<sup>th</sup> Ave to 40<sup>th</sup> Ave S)

---

## **Background:**

The City of Fargo and Fargo Parks plan to regularly cooperate in the construction and maintenance of Shared Use Paths. As such, there is a need to formalize each role in the construction, maintenance, and use of these paths.

Attached is the MOU Agreement between Fargo Parks and the City of Fargo. It has already been reviewed by Kasey McNary from legal.

## **Recommended Motion:**

Approve the MOU Agreement with Fargo Parks.

EBH/jmg

Attachments:

- MOU Agreement for the River Drive Shared Use Path.

## MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION AND MAINTENANCE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the City of Fargo, whose address is 225 4<sup>th</sup> Street North, Fargo, North Dakota 58102 ("Fargo"), and the Park District of the City of Fargo, whose address is 6100 38<sup>th</sup> Street South, Fargo, North Dakota 58104 (the "Park District").

**WHEREAS**, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts; and

**WHEREAS**, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

**WHEREAS**, Fargo is planning to construct a shared use path as part of the overall City pedestrian transportation system, as shown in Exhibit "A" attached hereto; and

**WHEREAS**, Fargo will construct certain amenities in conjunction with the shared use path, including vegetation establishment, and pedestrian benches; and

**WHEREAS**, the parties have agreed to share in the responsibility of construction, maintenance, inspection, and repair of the shared use path and amenities, subject to the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Ownership. Fargo and the Park District both own parcels on which the shared use path and other amenities will be constructed, including construction and maintenance of a levee, and shall retain such ownership without regard to maintenance responsibilities. The parties understand and agree that the primary use of the property is for flood control, and such purpose shall not be impaired or impeded by any provisions herein.

2. Access. Fargo hereby grants Park District access to the portions of the shared use path and amenities located upon Fargo's property for ingress and egress, and for purposes of maintenance, repairs, and construction, as necessary to carry out the terms of this Agreement. Park District hereby grants unto Fargo unimpeded access to the shared use path and installed amenities for whatever purpose deemed necessary by Fargo, including patrol, emergency access, and truck access, as necessary.

3. Construction.

- a. Fargo shall be solely responsible for the construction of the shared use path and all agreed upon amenities, including but not limited to vegetation establishment, and installation of pedestrian benches.

- b. Fargo shall be responsible for any levee construction, maintenance and reconstruction, as determined necessary in Fargo's sole discretion.
- c. Park District grants Fargo permission to construct the shared use path and amenities on property owned by Park District within the project area, have access to those properties for purposes of construction, and as necessary in the future for flood patrol, emergency access, and truck access, as necessary.

4. Project Cost.

- a. All project costs incurred by Fargo for project development and construction, including internal markups, shall be split 50/50 between Fargo and Park District.
- b. The total estimated project cost for the initial construction of the shared use path, as described in 3(a) above, is \$783,027. Park District's estimated share is \$143,122. Actual costs incurred shall be used to determine final shared cost amounts.
- c. Notwithstanding the repair and maintenance responsibilities set forth elsewhere herein, Fargo and the Park District shall split any and all costs of a future trial replacement equally.

5. Park District General Maintenance. Park District shall be responsible for the repair and maintenance of all amenities and improvements placed by Fargo for the proposed path and its connections as shown in Exhibit "A" attached hereto, as well as path pavement maintenance and repair (which shall not include maintenance or repair to the existing adjacent sidewalks along River Drive South), and snow and debris removal, as necessary, EXCEPT that in the event the shared use trail or vegetation constructed by Fargo are damaged as a result of Fargo's construction, maintenance or reconstruction, Fargo shall repair the same, at Fargo's cost. Park District understands and agrees that it may not construct any permanent structures on the property, make any modifications to the levees, or plant any trees on Fargo property, or plant any trees within 15-feet of the toe of the levee, unless otherwise agreed to in writing signed by both parties. Fargo and Park District understand and agree that any work to be completed pursuant to this Agreement that may disrupt Park District use of the property shall be coordinated between the parties so as to minimize impacts, to the extent possible.

- a. Park District shall be responsible for tree and vegetation replacement following Fargo's initial installation, at Park District's sole cost.
- b. Park District shall be responsible for mowing and providing all weed control within a 10-foot buffer area on each side of the proposed path and its connections (the "Buffer Area"), regardless of which party owns the property. All Fargo owned property outside this Buffer Area remains the responsibility of Fargo to mow and provide weed control. All Park District owned property remains the responsibility of Park District to mow and provide weed control.

- c. Park District understands and agrees that any work completed by Park District may not impact Fargo's flood control system without prior written consent of Fargo.

6. Dispute Resolution.

- a. Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the improvements and amenities identified herein, which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.
- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

7. Term. The term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement, at least 180 days' Notice prior to expiration of the current term shall be given to the other party. The parties may agree in writing to terminate this Agreement prior to expiration of the initial term or any renewal term. This Agreement is personal as to the Park District, and may not be assigned or transferred without Fargo's written consent.

8. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

9. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo

ATTN: City Auditor  
Fargo City Hall  
225 Fourth Street North  
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo  
ATTN: Finance Director  
6100 38<sup>th</sup> Street South  
Fargo, ND 58104

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

10. Time is of the Essence. Time is of the essence of each provision of this Agreement and of all the conditions thereof.

11. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements related to the shared use path construction and operation, maintenance, and flood control system.

11. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

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

13. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.



14. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

15. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

16. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

17. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

18. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

By:

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

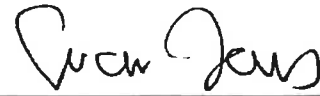
ATTEST:

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

Dated this 11 day of September, 2024

Park District of the City of Fargo

By:



Susan Faus, Executive Director

ATTEST:



Aaron Hill,  
President of the Board of Park Commissioner's

**EXHIBIT A**

SHARED USE PATH DESIGN DATA

Traffic		Average Daily	
Current	N/A	Pass: N/A	Trucks: N/A
Forecast	N/A	Pass: N/A	Trucks: N/A
Clear Zone Distance: 2'		Total: N/A	
Minimum Sight Dist for Stopping: N/A		Total: N/A	
Sight Dist. for No Passing Zone: N/A		Design Speed: 20 MPH	
Pavement Design Life: N/A		Bridges: N/A	

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

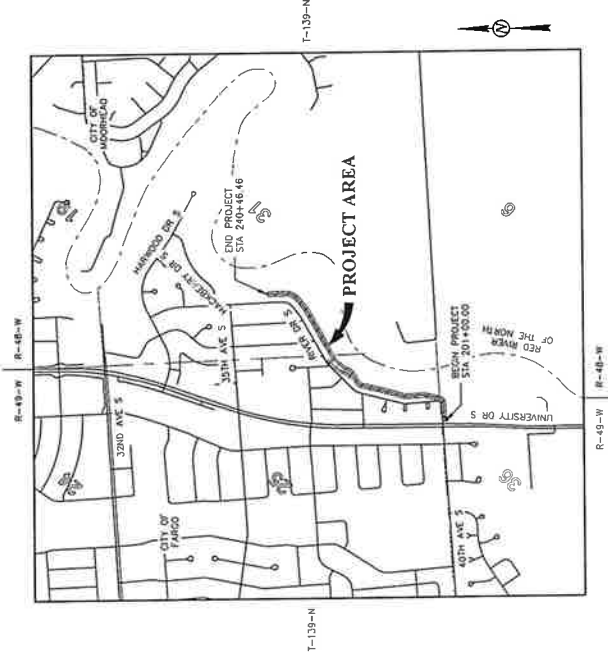
TMA-TAU-8-984(176)

SN-24-A1

CASS COUNTY

RIVER DR TRAIL

40TH AVE S TO SOUTH OF 35TH AVE S  
GRADING AND SHARED USE PATH



STATE COUNTY MAP

DESIGNERS  
GUNNAR COWING



Proj. No. 6059-0205  
Houston  
Engineering Inc.  
Ph: 701.237.5065

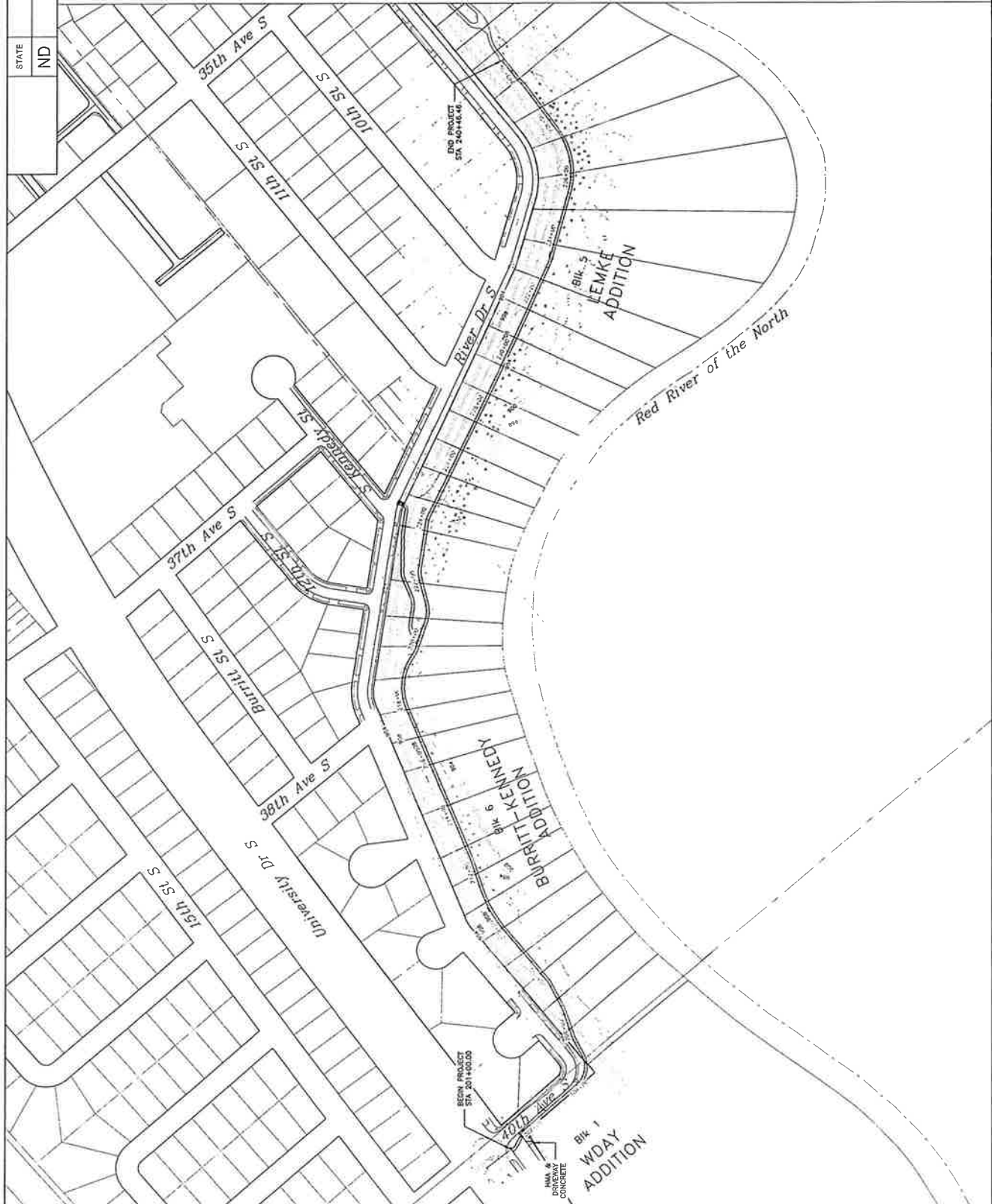
I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of ND.

APPROVED DATE 4/9/2024

HOUSTON ENGINEERING INC



4/9/2024



**Fargo**  
THE CITY OF  
FAIR HOPE

**HI**

Proj. No. 6059-0205  
Houston  
Engineering Inc.  
PH: 701.237.5065

ALL ELEVATIONS ARE BASED ON  
THE U.S.C.S. VERTICAL DATUM OF 1988.  
(UNLESS NOTED OTHERWISE)



**Slope of Work**

**River Dr Trail**

(13)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: SN-25-A0

Type: Memorandum of Understanding

Location: Drain 27 Shared Use Path

Date of Hearing: 9/23/2024

<u>Routing</u>	<u>Date</u>
City Commission	9/30/2024
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed a communication from Civil Engineer, Eric Hodgson, regarding an MOU with Fargo Park District for the construction and maintenance of the Drain 27 Shared Use Path.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the MOU with Fargo Park District for the Drain 27 Shared Use Path.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the MOU with Fargo Park District for the Drain 27 Shared Use Path.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input 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:** Eric Hodgson, Civil Engineer II  
**Date:** September 23, 2024  
**Re:** City Project No. SN-25-A0 Maintenance and Use Agreement  
Drain 27 Crossing Shared Use Path (Timberline to Milwaukee Trail)

---

### Background:

The City of Fargo and Fargo Parks plan to regularly cooperate in the construction and maintenance of Shared Use Paths. As such, there is a need to formalize each role in the construction, maintenance, and use of these paths.

Attached is the MOU Agreement between Fargo Parks and the City of Fargo. It has already been reviewed by Kasey McNary from legal.

### Recommended Motion:

Approve the MOU Agreement with Fargo Parks.

EBH/jmg

Attachments:

- MOU Agreement for the Drain 27 Shared Use Path.



## MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION AND MAINTENANCE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the City of Fargo, whose address is 225 4<sup>th</sup> Street North, Fargo, North Dakota 58102 ("Fargo"), and the Park District of the City of Fargo, whose address is 6100 38<sup>th</sup> Street South, Fargo, North Dakota 58104 (the "Park District").

**WHEREAS**, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts; and

**WHEREAS**, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

**WHEREAS**, Fargo is planning to construct a shared use path as part of the overall City pedestrian transportation system, as shown in Exhibit "A" attached hereto; and

**WHEREAS**, Fargo will construct certain amenities in conjunction with the shared use path, including vegetation establishment, planters, box culverts, riprap, and pedestrian benches; and

**WHEREAS**, the parties have agreed to share in the responsibility of construction, maintenance, inspection, and repair of the shared use path and amenities, subject to the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Ownership. Fargo and the Park District both own parcels on which the shared use path and other amenities will be constructed, including construction and maintenance of a levee, and shall retain such ownership without regard to maintenance responsibilities. The parties understand and agree that the primary use of the property is for flood control, and such purpose shall not be impaired or impeded by any provisions herein.

2. Access. Fargo hereby grants Park District access to the portions of the shared use path and amenities located upon Fargo's property for ingress and egress, and for purposes of maintenance, repairs, and construction, as necessary to carry out the terms of this Agreement. Park District hereby grants unto Fargo unimpeded access to the shared use path and installed amenities for whatever purpose deemed necessary by Fargo, including patrol, emergency access, and truck access, as necessary.

3. Construction.

- a. Fargo shall be solely responsible for the construction of the shared use path and all agreed upon amenities, including but not limited to vegetation establishment, planters, box culverts, riprap, and installation of pedestrian benches.

- b. Fargo shall be responsible for any levee construction, maintenance and reconstruction, as determined necessary in Fargo's sole discretion.
- c. Park District grants Fargo permission to construct the shared use path and amenities on property owned by Park District within the project area, have access to those properties for purposes of construction, and as necessary in the future for flood patrol, emergency access, and truck access, as necessary.

4. Project Cost.

- a. All project costs incurred by Fargo for project development and construction, including internal markups, shall be split 50/50 between Fargo and Park District.
- b. The total estimated project cost for the initial construction of the shared use path, as described in 3(a) above, is \$873,673. Park District's estimated share is \$151,558. Actual costs incurred shall be used to determine final shared cost amounts.
- c. Notwithstanding the repair and maintenance responsibilities set forth elsewhere herein, Fargo and the Park District shall split any and all costs of a future trail replacement equally.

5. Park District General Maintenance. Park District shall be responsible for the repair and maintenance of all amenities and improvements placed by Fargo for the proposed path and its connections as shown in Exhibit "A" attached hereto, as well as path pavement maintenance and repair, and snow and debris removal, as necessary, EXCEPT that in the event the shared use trail or vegetation constructed by Fargo are damaged as a result of Fargo's construction, maintenance or reconstruction, Fargo shall repair the same, at Fargo's cost. Park District understands and agrees that it may not construct any permanent structures on the property, make any modifications to the levees, or plant any trees on Fargo property, or plant any trees within 15-feet of the toe of the levee, unless otherwise agreed to in writing signed by both parties. Fargo and Park District understand and agree that any work to be completed pursuant to this Agreement that may disrupt Park District use of the property shall be coordinated between the parties so as to minimize impacts, to the extent possible.

- a. Park District shall be responsible for tree and vegetation replacement following Fargo's initial installation, at Park District's sole cost.
- b. Park District shall be responsible for mowing and providing all weed control within a 10-foot buffer area on each side of the proposed path and its connections (the "Buffer Area"), and all weed control within this area. All Fargo owned property outside this Buffer Area remains the responsibility of Fargo to mow and provide weed control. All Park District owned property remains the responsibility of Park District to mow and provide weed control.

- c. Park District understands and agrees that any work completed by Park District may not impact Fargo's flood control system without prior written consent of Fargo.

6. Dispute Resolution.

- a. Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the improvements and amenities identified herein, which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.
- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

7. Term. The term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement, at least 180 days' Notice prior to expiration of the current term shall be given to the other party. The parties may agree in writing to terminate this Agreement prior to expiration of the initial term or any renewal term. This Agreement is personal as to the Park District, and may not be assigned or transferred without Fargo's written consent.

8. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

9. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo

ATTN: City Auditor  
Fargo City Hall  
225 Fourth Street North  
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo  
ATTN: Finance Director  
6100 38<sup>th</sup> Street South  
Fargo, ND 58104

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

10. Time is of the Essence. Time is of the essence of each provision of this Agreement and of all the conditions thereof.

11. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements related to the shared use path construction and operation, maintenance, and flood control system.

11. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

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

13. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.

14. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

15. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

16. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

17. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

18. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

By:


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

ATTEST:


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

Dated this 11 day of September, 2024

Park District of the City of Fargo

By:   
Susan Faus, Executive Director

ATTEST:

  
Aaron Hill,  
President of the Board of Park Commissioner's

**EXHIBIT A**



DESIGN DATA

Traffic			
Current	N/A	Pass: N/A	Average Daily Trucks: N/A
Forecast	N/A	Pass: N/A	Total: N/A
Clear Zone Distance: 2 FT			
Design Speed: 20 MPH			
Minimum Sight Dist. for Stopping: N/A			
Bridges: N/A			
Sight Dist. for No Passing Zone: N/A			
Pavement Design Life: N/A			

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

TMA-TAU-8-984(177)

SN-25-A0  
CASS COUNTY

DRAIN 27 TRAIL CROSSING  
TIMBERLINE TO MILWAUKEE TRAIL  
GRADING, SHARED USE PATH, AND BOX CULVERT

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	TMA-TAU-8-984(177)	23946	1	129

GOVERNING SPECIFICATIONS	
Standard Specifications	4/1/2023
Supplemental Specifications	NONE

Date Published and Adopted by the North Dakota Department of Transportation

PROJECT NUMBER \ DESCRIPTION  
TMA-TAU-8-984(177)

NET MILES 0.160  
GROSS MILES 0.160



STATE COUNTY MAP



Proj. No. 6059-0205  
Houston  
Engineering Inc.  
Ph: 701.237.5065

DESIGNERS	
GUNNAR COWING	
DEREK KATZER	

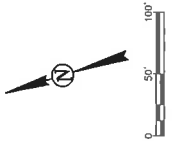
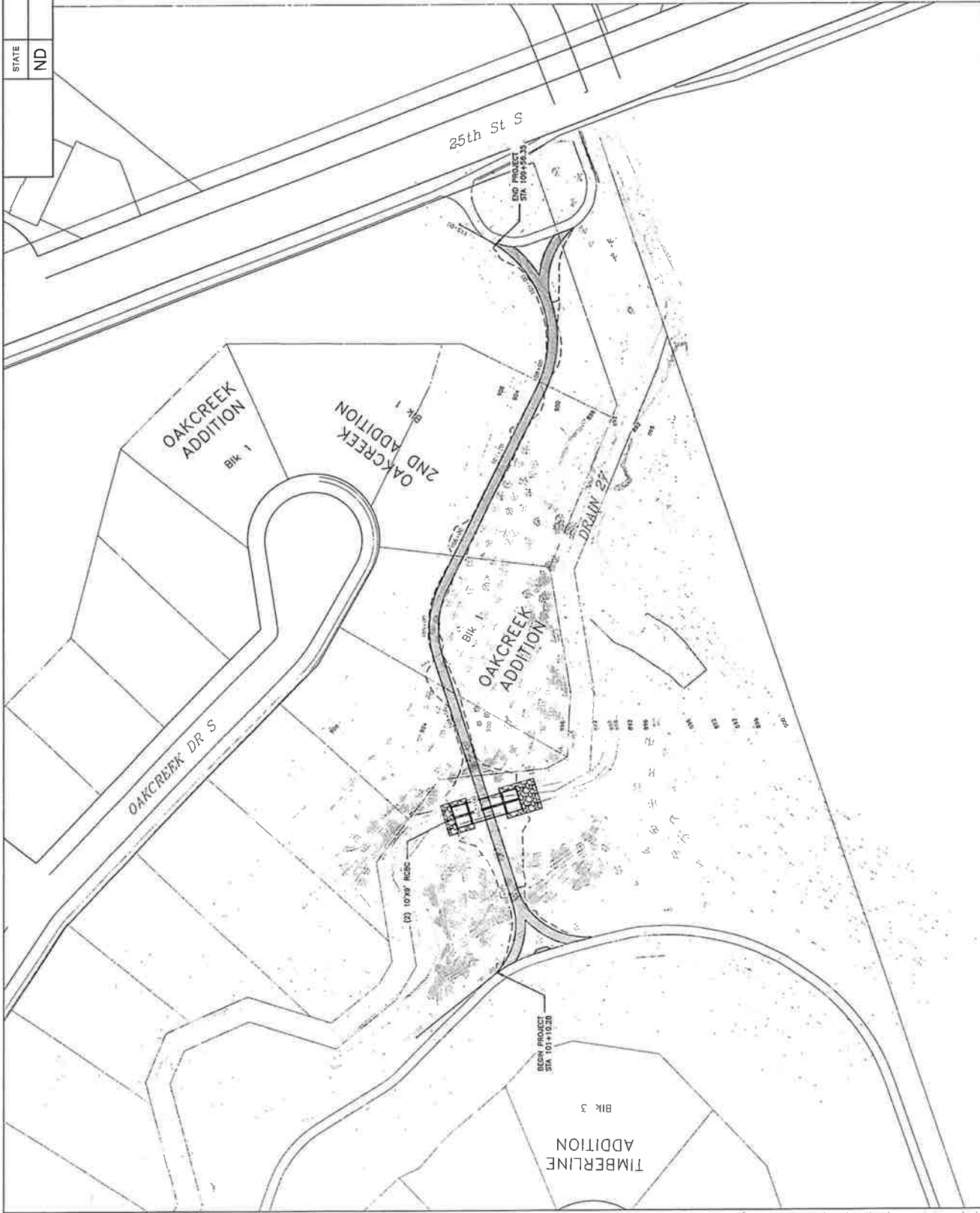
I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of ND.

APPROVED DATE \_\_\_\_\_  
HOUSTON ENGINEERING INC

APPROVED DATE \_\_\_\_\_  
FARGO  
CITY ENGINEER

PRELIMINARY

STATE	SECTION NO.	SHEET NO.
ND	4	1
PROJECT NO. TMA-TAU-8-984(177)		



LEGEND:  
SIDEWALK CONCRETE FIN  
(ON 2" BASE)

**Fargo**  
THE CITY OF  
FARGO, ND  
Project No. 6059-0005  
Houston  
Engineering Inc.  
Ph: 701.237.5055  
ALL ELEVATIONS ARE BASED ON  
THE 1985 MEAN SEA LEVEL  
(UNLESS NOTED OTHERWISE)

*PRELIMINARY*

Scope of Work  
Drain 27 Trail

## REPORT OF ACTION

(14)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-23-E1

Type: Change Order #3 &amp; Time Extension

Location: 45<sup>th</sup> St N, 19<sup>th</sup> Ave – 32<sup>nd</sup> Ave

Date of Hearing: 9/23/2024

## Routing

Date

City Commission

9/30/2024

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed a communication from Project Manager, Jason Satterlund, regarding Change Order #3 in the amount of \$4,614.50 for additional work and a time extension to the final completion date for the installation of street light poles, fixtures, and permanent signing.

Staff is recommending approval of Change Order #3 in the amount of \$4,614.50 and time extension to Dakota Underground.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval Change Order #3 in the amount of \$4,614.50 and time extension.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$4,614.50 and time extension to Dakota Underground.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Special Assessments

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☐☐☐

Steve Dirksen, Fire Chief

☒☒☐

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

Tom Knakmuhs, City Engineer


☒☒☐

Susan Thompson, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC

**From:** Jason Satterlund, Project Manager

**Date:** September 18, 2024

**Re:** Improvement District No. BN-23-E1 – Change Order #3 – Street Lighting and Time Extension

---

### **Background:**

Improvement District No. BN-23-E1 is for the reconstruction of 45<sup>th</sup> Street North between 19<sup>th</sup> Avenue North and 32<sup>nd</sup> Avenue North. This project will urbanize 45<sup>th</sup> Street North from a gravel section line roadway to an urban 3-lane concrete roadway section.

Dakota Underground is the Prime Contractor on this project.

The first item of Change Order #3 addresses Engineering initiated extra work for the electrical subcontractor to extend the new street lighting system to the existing Cass County Electric grid, which did not extend as far as initially expected. The Contractor has submitted a price of \$4,125.00 for the additional work. Engineering agrees with the amount and recommends approval.

The second and third items pertain to a nationwide supply shortage affecting a component of the street light poles. Sun Electric has informed us that due to the shortage of “T-bases”, a component of the street light pole, the estimated ship date is December 20, 2024. As a result, Engineering has approved opening 45<sup>th</sup> Street to traffic without the street lights installed, provided all necessary signage is in place. Since some of the signs are planned for mounting on the street light poles that won’t be installed until January, there is a request for an additional \$489.50 to over the cost of temporarily installing these signs until the poles and lights are fully in place. The signage would then be permanently mounted to the newly installed street light poles. The recommended motion is to keep the substantial completion date of September 30, 2024 in place and move the installation of the street light poles, fixtures, and permanent signing to the revised final completion date of February 14, 2025.

The additional cost will be special assessed to the benefitting property.

PWPEC  
Improvement District No. BN-23-E1 CO #3  
Page 2

**Recommended Motion:**

Approve Change Order #3 in the amount of \$4,614.50 for the additional work and to move the installation of the street light poles, fixtures, and permanent signing to the revised final completion date as shown below:

<b>Original Completion Dates</b>	<b>Revised Previously</b>	<b>Revised This Memo</b>
Substantial – September 30, 2024 Final – October 20, 2024		Unchanged Final – February 14, 2025

JTS/jmg  
Attachments



*Industrial - Commercial*

---

September 3, 2024

Dakota Underground  
Mr. Jared Heller

City Of Fargo Project BN-23-E1

Sun Electric is requesting a time extension for this project. The T-Bases that are specified for the projects are the issue. Supply shortage from all the pole suppliers is the holdup. Our local suppliers note this on their quotes when bidding and the COF is aware of the issues.

We released the poles on May 2<sup>nd</sup> to Graybar, the same day that they were approved by Dave Helland. Right now, the current ship date is December 20<sup>th</sup>. Attached to this email is the correspondence with Graybar regarding the release of the poles and the issues with getting these poles.

The foundations and conduit for these poles/fixtures are installed now. We will set the feed point and finish all underground conduit boring by EOD 9/6/24. We will wait until November 1<sup>st</sup> to pull the wire to try to minimize the risk of someone stealing the copper.

Weather pending, if these arrive around December 20<sup>th</sup> to Jan 1, we will have them installed within two weeks of delivery.

Sincerely,

Steve Dosch

## Steve Dosch

---

**From:** Steve Dosch  
**Sent:** Thursday, May 2, 2024 11:21 AM  
**To:** Dean Zastoupil (dean.zastoupil@graybar.com); Dave McClary; Spychalla, Zachary  
**Subject:** FW: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit  
**Attachments:** SUN ELECTRIC BN-23-E1 St Lt Std, Lum, Bracket Arm Review and Resubmit.pdf

Dean

Please release the items approved as noted. Please resubmit other items as noted per our conversation Dave.  
Thanks

Send to our Fargo shop.

Thanks,

Steve Dosch  
Vice President  
701-281-9140



**From:** Dave Helland <DHelland@FargoND.gov>  
**Sent:** Thursday, May 2, 2024 11:12 AM  
**To:** Jason Satterlund <JSatterlund@FargoND.gov>  
**Cc:** Jared Heller <jared@dakotaunderground.net>; Steve Dosch <sdosch@suninc.us>; Bob Nelson <bobert@dakotaunderground.net>; Eric Odegaard <eric@dakotaunderground.net>; Dean Zastoupil <Dean.Zastoupil@graybar.com>  
**Subject:** RE: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit

Jason,

Attached are the street lighting standard, luminaire and bracket arm submittals.

I have reviewed and approved standard "A", luminaire "A" and luminaire "B".

The bracket arm and standard "B" will need to be revised as noted on the submittal drawings – resubmittal drawings will be needed for approval.

Thanks,  
Dave

## Steve Dosch

---

**From:** Dave McClary <David.McClary@graybar.com>  
**Sent:** Friday, July 12, 2024 4:34 PM  
**To:** Steve Dosch  
**Cc:** Ryan Tougas  
**Subject:** RE: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit

Steve/Ryan, From Hapco rep. The main reason the poles have the long lead time is due to the national supply issue on T-bases. Akron Foundry (out of Ohio) makes the t-bases used by Hapco, Valmont, P&K, Millerbernd and most other pole manufacturers. That is where the bottleneck is. To make things more interesting, most of the poles used in DOT projects around the country require these t-bases. It is truly a supply/demand issue. Because of this, Hapco is not able to expedite these orders.

We will keep trying and hope that Hapco is able to somehow improve but at this time the lead time is what it is.

Dave

Dave McClary  
Lead Project Specialist  
P:701-298-2020  
[graybar.com](http://graybar.com)

**From:** Steve Dosch <sdosch@suninc.us>  
**Sent:** Thursday, July 11, 2024 7:57 AM  
**To:** Dave McClary <David.McClary@graybar.com>  
**Cc:** Ryan Tougas <rtougas@suninc.us>  
**Subject:** RE: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit

Dave

Anyway HAPCO would expedite these poles for additional money?

Thanks,

Steve Dosch  
Vice President  
701-281-9140



**From:** Dave McClary <David.McClary@graybar.com>  
**Sent:** Tuesday, June 18, 2024 2:12 PM



**To:** Steve Dosch <[sdosch@suninc.us](mailto:sdosch@suninc.us)>  
**Cc:** Ryan Tougas <[rtougas@suninc.us](mailto:rtougas@suninc.us)>  
**Subject:** RE: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit

Ok finally have some dates from Hapco rep.

BN 23-E1 & BN 23-J1 currently have ESD of 12/20/24. I will advise if I should receive any updates.

Thaks Dave

David McClary | Project Specialist II  
Fargo, ND | Office (701) 298-2020  
[www.graybar.com](http://www.graybar.com)

**From:** Steve Dosch <[sdosch@suninc.us](mailto:sdosch@suninc.us)>  
**Sent:** Monday, June 17, 2024 9:30 AM  
**To:** Dave McClary <[David.McClary@graybar.com](mailto:David.McClary@graybar.com)>  
**Subject:** RE: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit

?

Thanks,

Steve Dosch  
Vice President  
701-281-9140



**From:** Dave McClary <[David.McClary@graybar.com](mailto:David.McClary@graybar.com)>  
**Sent:** Thursday, June 13, 2024 9:49 AM  
**To:** Steve Dosch <[sdosch@suninc.us](mailto:sdosch@suninc.us)>  
**Subject:** RE: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit

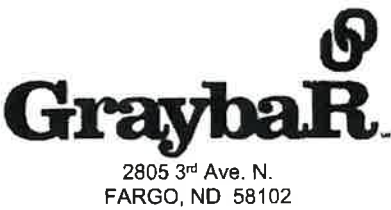
Sent email to rep to advise. I was told I should have had last week. Hope to have sometime today and will send over as soon as I receive,

Dave

David McClary | Project Specialist II  
Fargo, ND | Office (701) 298-2020  
[www.graybar.com](http://www.graybar.com)

**From:** Steve Dosch <[sdosch@suninc.us](mailto:sdosch@suninc.us)>  
**Sent:** Wednesday, June 12, 2024 8:01 PM  
**To:** Dave McClary <[David.McClary@graybar.com](mailto:David.McClary@graybar.com)>  
**Subject:** Fwd: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit

Any updates on these poles ?



QTY	TYPE	MANUFACTURER	CATALOG #
21	A	AEL	ATBO P453 MVOLT R3 SH
21	A	HAPCO	RTA40C8BF-01X
1	B	AEL	ATB0 P303 MVOLT R2 SH
1	B	HAPCO	RTA30C8BFM19-01X
21		UTILITY METALS	SB-100-12-2G-GRY

PLEASE NOTE TYPE III FEEDPOINT TO BE SUBMITTED UNDER SEPARATE COVER AS SOON AS AVAILABLE.

**APPROVED**

*By Dave Helland at 10:49 am, May 02, 2024*

**NOT APPROVED**

**From:** [Jared Heller](#)  
**To:** [Jason Satterlund](#)  
**Cc:** [sdosch@suninc.us](mailto:sdosch@suninc.us); [Bob Nelson](#)  
**Subject:** Fw: City Of Fargo BN 23-E1 Street Lighting  
**Date:** Monday, September 16, 2024 9:34:43 AM  
**Attachments:** [image018.png](#)  
[image019.png](#)  
[image020.png](#)  
[image021.png](#)  
[image022.png](#)  
[image023.png](#)  
[image024.png](#)  
[image025.png](#)  
[image026.png](#)  
[image027.png](#)  
[image028.png](#)  
[image029.png](#)  
[image030.png](#)  
[image031.png](#)  
[image032.png](#)  
[image033.png](#)  
[image034.png](#)  
[image001.png](#)  
[Outlook-3i0qcbn2.png](#)  
[Outlook-ttnlfsml.png](#)  
[Outlook-x5ni0q3l.png](#)  
[Outlook-alepxdfm.png](#)  
[Outlook-v2z4bx2k.png](#)

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Jason-

See below the change order price from Sun Electric regarding the additional boring for utility power as requested by the City.

Total CO with GC Markup of 10% = \$4,125.

Thanks,  
Jared

---

Jared Heller, PE | Project Manager  
Dakota Underground Company, Inc.  
Municipal & Heavy Contractor | Fargo, ND  
Office: 701.282.9753 | Direct: 701.781.6894  
Cell: 701.306.7523



---

**From:** Steve Dosch <[sdosch@suninc.us](mailto:sdosch@suninc.us)>

**Sent:** Monday, September 16, 2024 7:49 AM  
**To:** Jared Heller <jared@dakotaunderground.net>  
**Cc:** Bob Nelson <bobert@dakotaunderground.net>  
**Subject:** FW: City Of Fargo BN 23-E1 Street Lighting

Jared

Change order for installing (boring) innerduct for utility power to the feed point. See Dave's comments below.

**250' X 15.00 per foot unit price** **\$ 3,750.00**

Thanks,

Steve Dosch  
Vice President  
701-281-9140



**From:** Dave Helland <DHelland@FargoND.gov>  
**Sent:** Monday, September 16, 2024 7:42 AM  
**To:** Steve Dosch <sdosch@suninc.us>  
**Subject:** RE: City Of Fargo BN 23-E1 Street Lighting

Steve,

You are correct – we will need the change order for this. It is 2" innerduct and might be closer to 250' when I get it measured in the field.

Thanks,  
Dave

**From:** Steve Dosch <sdosch@suninc.us>  
**Sent:** Monday, September 16, 2024 7:25 AM  
**To:** Dave Helland <DHelland@FargoND.gov>  
**Subject:** RE: City Of Fargo BN 23-E1 Street Lighting

**CAUTION:** This email originated from an outside source. Do not click links or open attachments

unless you know they are safe.

Morning Dave

Sounds like we had an extra 200' of Innerduct we were asked to bore for the utility power to the feed point on this project. Do we need to send an change order in for it?

15.00 per foot would cover the bore/innerduct charge.

Thanks,

Steve Dosch  
Vice President  
701-281-9140



**From:** Dave Helland <[DHelland@FargoND.gov](mailto:DHelland@FargoND.gov)>

**Sent:** Friday, May 10, 2024 2:59 PM

**To:** Jared Heller <[jared@dakotaunderground.net](mailto:jared@dakotaunderground.net)>; Jason Satterlund <[JSatterlund@FargoND.gov](mailto:JSatterlund@FargoND.gov)>

**Cc:** Bob Nelson <[bobert@dakotaunderground.net](mailto:bobert@dakotaunderground.net)>; Eric Odegaard <[eric@dakotaunderground.net](mailto:eric@dakotaunderground.net)>; Steve Dosch <[sdosch@suninc.us](mailto:sdosch@suninc.us)>; Dave McClary <[David.McClary@graybar.com](mailto:David.McClary@graybar.com)>

**Subject:** RE: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit

Mounting Arm is Approved

**From:** Jared Heller <[jared@dakotaunderground.net](mailto:jared@dakotaunderground.net)>

**Sent:** Thursday, May 9, 2024 3:21 PM

**To:** Jason Satterlund <[JSatterlund@FargoND.gov](mailto:JSatterlund@FargoND.gov)>

**Cc:** Bob Nelson <[bobert@dakotaunderground.net](mailto:bobert@dakotaunderground.net)>; Eric Odegaard <[eric@dakotaunderground.net](mailto:eric@dakotaunderground.net)>; [sdosch@suninc.us](mailto:sdosch@suninc.us); Dave Helland <[DHelland@FargoND.gov](mailto:DHelland@FargoND.gov)>

**Subject:** Fw: City Of Fargo BN 23-E1 Street Lighting Submittal - Resubmit

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Jason-

Attached you will find the resubmittal for the street lights for BN-23-E1 for your review.

Thanks,  
Jared

---

**From:** [Stephan Lindemann](#)  
**To:** [Jared Heller](#)  
**Cc:** [bobert@dakotaunderground.net](mailto:bobert@dakotaunderground.net); [Jason Satterlund](#); [Justin Buchholz](#)  
**Subject:** FW: BN23E1 CO #1  
**Date:** Tuesday, September 10, 2024 4:11:17 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
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[image019.png](#)  
[image020.png](#)  
[image021.png](#)  
[image022.png](#)  
[image023.png](#)

---

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Jared,

We'll temporarily mount the signs listed below for a change-order amount of \$445.00. Let us know if you have any questions.

Thanks,  
SL

Include 10% prime markup = \$489.50

**From:** Justin Buchholz <[JBuchholz@northstarsafety.com](mailto:JBuchholz@northstarsafety.com)>

**Sent:** Monday, September 9, 2024 3:46 PM

**To:** Stephan Lindemann <[SLindemann@northstarsafety.com](mailto:SLindemann@northstarsafety.com)>

**Subject:** RE: BN23E1 CO #1

1-Speed Limit 25  
2-Speed Limit 40  
3- No Parkings  
1-Weight Limit 24 tons  
1-Axle Weight Limit 6Tons  
1-Truck Route W/ arrow up and to the right  
2- Ahead

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Stephan Lindemann <[SLindemann@northstarsafety.com](mailto:SLindemann@northstarsafety.com)>

Date: 9/9/24 3:29 PM (GMT-06:00)

To: Justin Buchholz <[JBuchholz@northstarsafety.com](mailto:JBuchholz@northstarsafety.com)>

Subject: RE: BN23E1 CO #1

What are the signs?

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Justin Buchholz <[JBuchholz@northstarsafety.com](mailto:JBuchholz@northstarsafety.com)>

Date: 9/9/24 3:08 PM (GMT-06:00)

To: Stephan Lindemann <[SLindemann@northstarsafety.com](mailto:SLindemann@northstarsafety.com)>

Subject: RE: BN23E1 CO #1

7 Locations

11 signs

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Justin Buchholz <[JBuchholz@northstarsafety.com](mailto:JBuchholz@northstarsafety.com)>

Date: 9/9/24 1:58 PM (GMT-06:00)

To: Stephan Lindemann <[SLindemann@northstarsafety.com](mailto:SLindemann@northstarsafety.com)>

Subject: RE: BN23E1 CO #1

Working on it. I guess there was an addendum that I didn't know about. Waiting for the engineer to send me the plans.

**Justin Buchholz**

**Operations Manager**

P: 701-282-2110

F: 701-281-1400



C: 701-219-1734

E: [jbuchholz@northstarsafety.com](mailto:jbuchholz@northstarsafety.com)

**From:** Stephan Lindemann <[SLindemann@northstarsafety.com](mailto:SLindemann@northstarsafety.com)>

**Sent:** Monday, September 9, 2024 1:23 PM

**To:** Justin Buchholz <[JBuchholz@northstarsafety.com](mailto:JBuchholz@northstarsafety.com)>

**Subject:** FW: BN23E1 CO #1

How many signs are to be installed on street lights?

**From:** Jared Heller <[jared@dakotaunderground.net](mailto:jared@dakotaunderground.net)>

**Sent:** Saturday, September 7, 2024 9:16 AM

**To:** Stephan Lindemann <[SLindemann@northstarsafety.com](mailto:SLindemann@northstarsafety.com)>; Justin Buchholz <[JBuchholz@northstarsafety.com](mailto:JBuchholz@northstarsafety.com)>

**Cc:** Jason Satterlund <[JSatterlund@FargoND.gov](mailto:JSatterlund@FargoND.gov)>; Bob Nelson <[bobert@dakotaunderground.net](mailto:bobert@dakotaunderground.net)>

**Subject:** Fw: BN23E1 CO #1

Stephen and Justin-

So, with BN-23-E1 the streetlights had a long lead time and won't be in until December. So, we are working with the City on a change in order to change the completion date related to the streetlights. With streetlights not being installed by September 30th and needed to open the road by the 30th. Are you guys willing to put temporary signs up and then swap them out later this winter when the streetlights are up.

Thanks,  
Jared

---

Jared Heller, PE | Project Manager

Dakota Underground Company, Inc.

Municipal & Heavy Contractor | Fargo, ND

Office: 701.282.9753 | Direct: 701.781.6894

Cell: 701.306.7523







CHANGE ORDER REPORT  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-23-E1  
45TH STREET NORTH FROM 19TH AVENUE NORTH TO 32ND AVENUE NORTH

Change Order No 3 Change Order Date 9/16/2024  
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

Extend conduit from street light feet point to existing Cass County Electric transformer, temporary signing (Special Item A), and time extension for delayed street light poles.

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	13	F&I Innerduct 2" Dia	LF	0		0	250	250	\$16.50	\$4,125.00
	14	Special Bid Item A	LS	0		0	1	1	\$489.50	\$489.50
Change Order 3 Sub Total										\$4,614.50

Summary.

Source Of Funding	
Net Amount Change Order # 3 (\$)	Special Assessments
Previous Change Orders (\$)	\$4,614.50
Original Contract Amount (\$)	\$2,301.50
Total Contract Amount (\$)	\$3,643,790.33
	\$3,650,706.33

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	Current Final Completion Date
9/30/2024	10/30/2024
Additional Days Substantial Completion	Additional Days Final Completion
0	107
New Substantial Completion Date	New Final Completion Date
9/30/2024	2/14/2025
Interim Completion Dates	

APPROVED  
For Contractor  
Title

*Jared Heller*  
Dakota Underground Company  
Project Manager

APPROVED DATE  
Department Head  
Mayor  
Attest

*T. R. R.*

## REPORT OF ACTION

15

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-C1

Type: Sprinkler Repair

Location: 630 7<sup>th</sup> Avenue North

Date of Hearing: 9/23/2024

RoutingDate

City Commission

9/30/2024

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, regarding a request for sprinkler repair reimbursement in the amount of \$12,587.17 by St. Mary's Cathedral for damage caused to their sprinkler system during construction.

Staff is recommending approval of the reimbursement for sprinkler repair.

On a motion by Brenda Derrig, seconded by Steve Dirksen, the Committee voted to recommend approval of reimbursement to St. Mary's Cathedral in the amount of \$12,587.17 for the repair of their sprinkler system damaged during construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve reimbursement to St. Mary's Cathedral in the amount of \$12,587.17 for the repair of their sprinkler system damaged during construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax Funds

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

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☐☐☐

Steve Dirksen, Fire Chief

☒☒☐

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

Tom Knakmuhs, City Engineer


☒☒☐

Susan Thompson, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Project Manager  
**Date:** September 18, 2024  
**Re:** Improvement District No. BR-23-C1 – St. Mary's Cathedral Sprinkler System Repair

---

**Background:**

Improvement District No. BR-23-C1 is for the replacement of the water main, storm sewer, street reconstruction, and incidentals on 6<sup>th</sup> Avenue North from Robert's Street to 10<sup>th</sup> Street and on 7<sup>th</sup> Street North from the Rail Road Tracks to 7<sup>th</sup> Avenue North.

Dakota Underground is the Prime Contractor for this project.

**Sprinkler System Repair**

During reconstruction next to St. Mary's Cathedral at 630 7<sup>th</sup> Avenue North, the existing sprinkler system was damaged on 3 sides of this property with each side being a city block in length. This damage was unavoidable due to the fact that the existing sprinkler system was located directly behind the curb and along the sidewalk edges within the City right of way.

St. Mary's Cathedral is requesting to be reimbursed \$12,587.17 for the repair of the sprinkler system.

**Recommended Motion:**

Approve the reimbursement for the sprinkler repair in the amount of \$12,587.17.

RJL/jmg  
Attachments

**Invoice**

Aqua Lawn  
 PO Box 96  
 West Fargo, ND 58078-0096  
 (701) 388-3229  
 aqualawnfargo@gmail.com

Date	Invoice #
6/15/2024	74475

Bill To
Pastoral Center 5201 Bishops Blvd Fargo, ND 58104

Property Address
Mary Wanzek Center and Cathedral 608 Broadway N Fargo, ND 58102

Thank You For Your Business!

Due Date	P.O. No.	Job
6/15/2024		

Description	Quantity	Amount
MAINTENANCE WORK NEEDS TO BE PERFORMED ON SYSTEM - WORK ORDER 60535	1	0.00
WORK DESCRIPTION: - REPAIR DAMAGE FROM CITY SIDEWALK INSTALLATION. 2 ZONES NORTH SIDE OF CHURCH 2 ZONES SOUTH SIDE CHURCH SEE IF WE CAN GET THE SYSTEM FOR THE PARKING LOT UP AND RUNNING, OR IF WE NEED A DIRECTIONAL BORE		
TECH COMMENTS: - NEW INSTALL AND FIX POLY ( 10 ZONES ) WE WERE ABLE TO GET THE PARKING LOT SYSTEM WORKING AND REPAIR.		
Technician: Jose M Crew Labor Hours	55.5332	6,108.65
Hunter Pro-spray Head	66	349.14
Hunter PGP Ultra Rotor Head	26	668.98
VAN or Half Nozzle	48	175.20
MP Nozzle	18	299.70
Swing pipe / FT	180	190.80
PVC 1/2 Swing Elbow	66	54.78
PVC 3/4 Swing Elbow	26	23.40
1in Blue Poly / FT	1,500	1,650.00
1in Pinch Clamp	300	162.00
1in Poly Coupler	17	68.85
1in Poly Elbow	18	135.36

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/yr) will be added to accounts over 30 days past due. Lien may be filed if not paid in 90 days.

Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!

**Total****Payments/Credits****Balance Due**

All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.

Date	Invoice #
6/15/2024	74475

Bill To
Pastoral Center 5201 Bishops Blvd Fargo, ND 58104

Property Address
Mary Wanzek Center and Cathedral 608 Broadway N Fargo, ND 58102

Due Date	P.O. No.	Job
6/15/2024		

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/yr) will be added to accounts over 30 days past due. Lien may be filed if not paid in 90 days.

**Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!**

<b>Total</b>	\$11,333.66
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$11,333.66

Page 2

Date	Invoice #
7/11/2024	75397

Bill To
Pastoral Center 5201 Bishops Blvd Fargo, ND 58104

Property Address
Mary Wanzek Center and Cathedral 608 Broadway N Fargo, ND 58102

Due Date	P.O. No.	Job
7/11/2024		

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/yr) will be added to accounts over 30 days past due. Lien may be filed if not paid in 90 days.

**Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!**

<b>Total</b>	\$732.15
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$732.15

**All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.**



Invoice

Aqua Lawn  
PO Box 96  
West Fargo, ND 58078-0096  
(701) 388-3229  
aqualawnfargo@gmail.com

Date	Invoice #
8/7/2024	76024

Bill To
Pastoral Center 5201 Bishops Blvd Fargo, ND 58104

Property Address
Mary Wanzek Center and Cathedral 608 Broadway N Fargo, ND 58102

Thank You For Your Business!

Due Date	P.O. No.	Job
8/7/2024		

Description	Quantity	Amount
MAINTENANCE WORK NEEDS TO BE PERFORMED ON SYSTEM - WORK ORDER 62114  WORK DESCRIPTION: - EARL CALLED, THE CITY SENT THEM A NOTIFICATION ABOUT THE BISHOPS RESIDENCE THAT THERE IS A MASSIVE AMOUNT OF WATER POOLING AND THEY NEED TO GET IT TAKEN CARE OF TODAY AS SOON AS POSSIBLE. WE NEED TO CALL EARL TO LET HIM KNOW WHEN WE WILL BE THERE. EARL CONFIRMED BUT HE WILL NOT BE THERE HE WILL HAVE SOMEONE THERE THO  TECH COMMENTS: - REPLACED 2 HUNTER VALVES Technician: Jose M and Christian Labor Hours Hunter valve Blazing Wire Connector	1         4 2 4	0.00         440.00 61.96 19.40

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/yr) will be added to accounts over 30 days past due. Lien may be filed if not paid in 90 days.

Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!

Total	\$521.36
Payments/Credits	\$0.00
Balance Due	\$521.36

All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.

COVER SHEET  
CITY OF FARGO PROJECTS

(16)

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

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

Paving and Utility Rehab/Reconstruction

Improvement

District No.

BR-25-A

Call For Bids September 30, 2024

Advertise Dates October 9 & 16, 2024

Bid Opening Date November 6, 2024

Substantial Completion Date October 3, 2025

Final Completion Date November 2, 2025

N/A

PWPEC Report (Part of 2025 CIP)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

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

X

Notice to Property Owners (Special Assessments)

N/A

Supplemental Funding Language Included

Project Engineer

Aaron Edgar

Phone No.

(701) 241-1545

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

X

Create District (Attach Copy of Legal Description)

X

Order Plans & Specifications

X

Approve Plans & Specifications

X

Adopt Resolution of Necessity

N/A

Approve Escrow Agreement (Attach Copy for Commission Office Only)

X

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



**ENGINEER'S REPORT**  
**PAVING AND UTILITY REHAB/RECONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BR-25-A**  
**ON 9TH STREET NORTH FROM 7TH AVENUE TO 10TH**  
**AVENUE, ON 8TH AVENUE NORTH FROM 10TH STREET**  
**TO 9TH STREET, ON 9TH AVENUE NORTH FROM 10TH**  
**STREET TO 8TH STREET, AND ON 10TH AVENUE NORTH**  
**FROM 10TH STREET TO 9TH STREET.**

**Nature & Scope**

This project is for the replacement of the water main, sanitary sewer, storm sewer, street reconstruction, and sidewalk replacement.

**Purpose**

The existing water mains are CIP, which were installed over 100 years ago and are being replaced to minimize impacts and costs associated with breaks. The existing sanitary sewer mains are VCP, which were installed over 100 years ago and are showing signs of deterioration. As part of this project, we will replace the sanitary sewer pipe. The street reconstruction is necessary because the existing asphalt street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt street paving, gravel base, curb and gutter, storm sewer inlets and leads, driveway approaches, and sidewalk replacement. The project will be funded by a combination of City Funds and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

**Special Assessment District**

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

**Feasibility**

The estimated cost of construction is \$3,580,061.00. The cost breakdown is as follows:

**Sanitary Sewer**

<b>Construction Cost</b>			<b>\$728,000.00</b>
<b>Fees</b>			

Admin	4%	\$29,120.00
Contingency	5%	\$36,400.00
Engineering	10%	\$72,800.00
Interest	4%	\$29,120.00
Legal	3%	\$21,840.00

<b>Total Estimated Cost</b>		<b>\$917,280.00</b>
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**Funding**

Utility Funds - Wastewater - 521	92.34%	\$846,979.03
Special Assessments	7.66%	\$70,300.97

**Water Main**

<b>Construction Cost</b>			<b>\$794,000.00</b>
<b>Fees</b>			

Admin	4%	\$31,760.00
Contingency	5%	\$39,700.00
Engineering	10%	\$79,400.00
Interest	4%	\$31,760.00
Legal	3%	\$23,820.00

<b>Total Estimated Cost</b>		<b>\$1,000,440.00</b>
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**Funding**

Utility Funds - Water - 501	88.99%	\$890,299.45
Special Assessments	11.01%	\$110,140.55

**Storm Sewer**

<b>Construction Cost</b>			<b>\$347,000.00</b>
<b>Fees</b>			

Admin	4%	\$13,880.00
Contingency	5%	\$17,350.00
Engineering	10%	\$34,700.00
Interest	4%	\$13,880.00
Legal	3%	\$10,410.00

<b>Total Estimated Cost</b>		<b>\$437,220.00</b>
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**Funding**

Utility Funds - Stormwater - 524	50.00%	\$218,610.00
Special Assessments	50.00%	\$218,610.00

**Paving**

<b>Construction Cost</b>			<b>\$1,702,000.00</b>
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**Fees**

Admin	4%	\$68,080.00
Contingency	5%	\$85,100.00
Engineering	10%	\$170,200.00
Interest	4%	\$68,080.00
Legal	3%	\$51,060.00

<b>Total Estimated Cost</b>		<b>\$2,144,520.00</b>
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**Funding**

Utility Funds - Wastewater - 521	22.38%	\$479,894.97
Utility Funds - Water - 501	13.17%	\$282,409.55
Sales Tax Funds - Infrastructure - 420	51.03%	\$1,094,297.80
Special Assessments	13.43%	\$287,917.68

**Signing**

<b>Construction Cost</b>		\$9,061.00
<b>Fees</b>		

Admin	4%	\$362.44
Contingency	5%	\$453.05
Engineering	10%	\$906.10
Interest	4%	\$362.44
Legal	3%	\$271.83

<b>Total Estimated Cost</b>		<b>\$11,416.86</b>
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**Funding**

Utility Funds - Street Lights - 528	100.00%	\$11,416.86
-------------------------------------	---------	-------------

**Project Funding Summary**

Utility Funds - Wastewater - 521	29.41%	\$1,326,874.00
Utility Funds - Water - 501	26.00%	\$1,172,709.00
Utility Funds - Stormwater - 524	4.85%	\$218,610.00
Utility Funds - Street Lights - 528	0.25%	\$11,416.86
Sales Tax Funds - Infrastructure - 420	24.26%	\$1,094,297.80
Special Assessments	15.23%	\$686,969.20

<b>Total Estimated Project Cost</b>		<b>\$4,510,876.86</b>
-------------------------------------	--	-----------------------

We believe this project to be cost effective.



  
 Thomas Knakmuhs, PE  
 City Engineer



**LOCATION AND COMPRISING  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-25-A**

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

**LOCATION:**

On 9th Street North from 7th Avenue to 10th Avenue, on 8th Avenue North from 10th Street to 9th Street, on 9th Avenue North from 10th Street to 8th Street, and on 10th Avenue North from 10th Street to 9th Street.

**COMPRISING:**

Lots 6 through 13, Block 4.  
All in Harwoods Addition.

Lot 1, Block 3.  
Lots A, B, C, D, E, F, and G, Block 3.  
All in Harwoods Addition.

Lots 1 through 8, Block 11.  
All in Harwoods 2nd Addition.

Lot 1, Block 12.  
Lots 6 through 11, Block 12.  
All in Harwoods 2nd Addition.

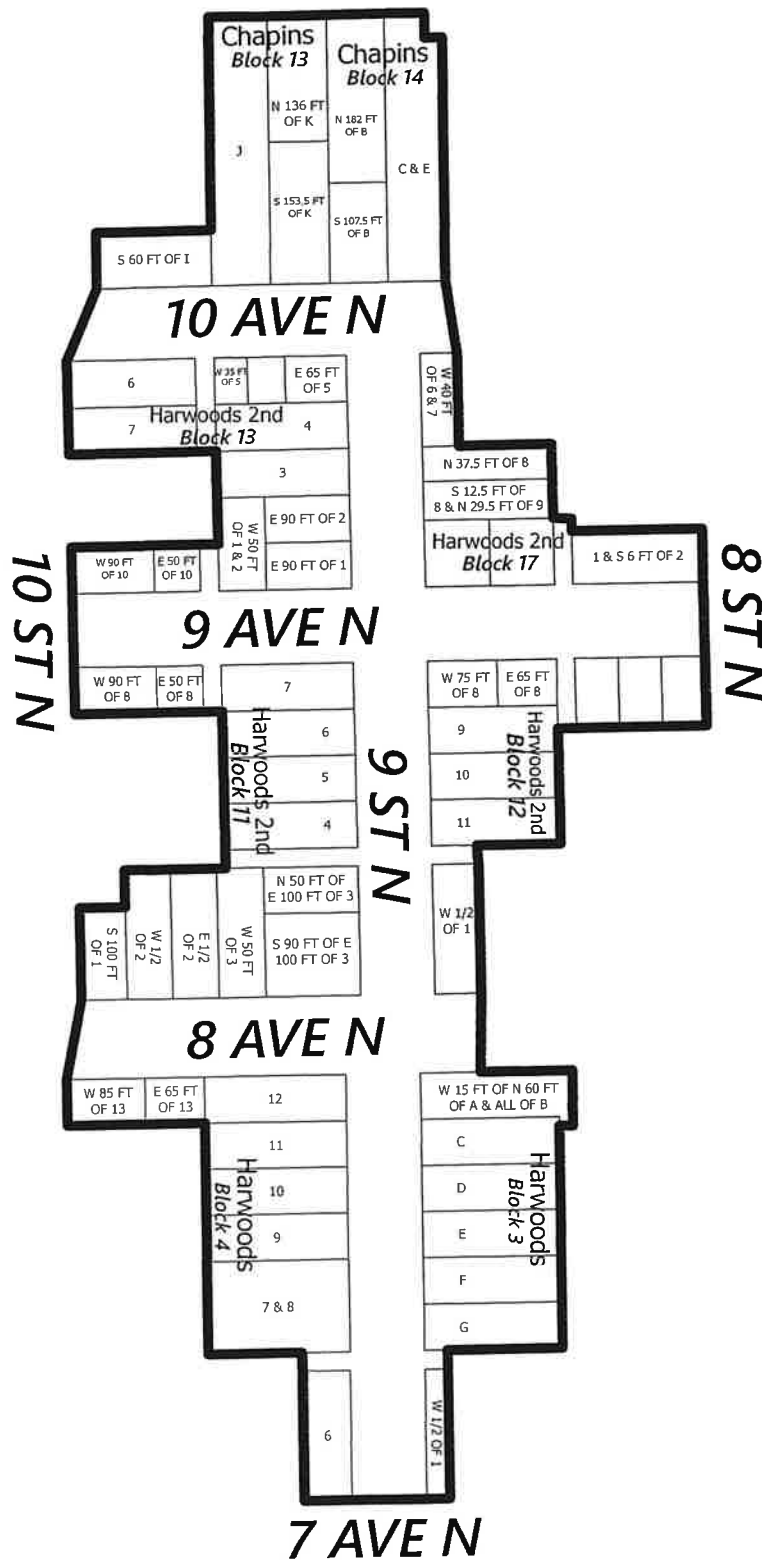
Lots 1 through 7, Block 18.  
Lot 10, Block 18.  
All in Harwoods 2nd Addition.

Lots 1 and 2, Block 17.  
Lots 6 through 10, Block 17.  
All in Harwoods 2nd Addition.

Lots I, J, and K, Block 13.  
All in Chapins Addition.

Lots B and C, Block 14.  
All in Chapins Addition.

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



CITY OF FARGO  
 ENGINEERING DEPARTMENT  
 LOCATION & ASSESSMENT AREA  
 PAVING AND UTILITY REHAB/RECONSTRUCTION  
 IMPROVEMENT DISTRICT NO. BR-25-A





## Memorandum

**To:** Board of City Commissioners  
**From:** Bekki Majerus, Director of Facilities Management  
**Date:** September 25, 2024  
**Re:** Bid Award for RFP24314 – Snow and Ice Removal Services

---

Dear Commissioners:

Proposals were received and reviewed on September 23, 2024, in response to an RFP that was issued by the Facilities Management department for Snow and ice removal services at the following locations:

**A. Downtown locations include:**

1. City Hall North/West lots/ramp 225 4th St. N
2. City Center West lot/North Entrance 301 3rd Ave. N
3. Downtown Library East/West lots 101 4th St. N
4. Civic Center North lot/ramps 207 4th St. N
5. City Sidewalks Downtown
6. Engagement Center (Old Police Station) 222 4th St. N
7. Old Public Health 401 3rd St. N
8. Municipal Court 402 NP Ave
9. Harm Reduction 510 5th St. N

**B. Police Headquarters 105 25th St. S**

**C. Public Safety Building 4630 15th Ave N**

**D. Fargo Cass Public Health 1240 25th St. S**

Three (3) proposals were submitted and reviewed:

Snow Systems (Proposal for all locations)

All-Terrain (Proposal for Public Safety Building and Fargo Cass Public Health)

Valley Green (Proposal for all locations)

The proposals were evaluated based on the following criteria:

- Qualifications and Experience
- Professional Services
- Schedule of fees
- References

After evaluation, we recommend Valley Green to service the downtown locations, and Fargo Police Headquarters, and All-Terrain to service the Public Safety Building and Fargo Cass Public Health for three (3) years with two (2) 1-year options to extend.

**Recommended Action:**

Move to approve bid award to Valley Green to service downtown locations, and Fargo Police Headquarters, and All-Terrain to service the Public Safety Building and Fargo Cass Public Health.

## Snow Removal RFP24314

<b>Location A Downtown locations</b>	Qualifications & Experience (30)	Professional Services (30)	Schedule of Fees (30)	References (10)	Total Score	Comments
All-Terrain	N/A	N/A	N/A	N/A	0	No proposal for these locations
Valley Green	27	28	27	10	92	
Snow Systems	28	28	20	10	86	

<b>Location B Police Headquarters</b>	Qualifications & Experience (30)	Professional Services (30)	Schedule of Fees (30)	References (10)	Total Score	Comments
All-Terrain	N/A	N/A	N/A	N/A	0	No proposals for this location
Valley Green	27	28	28	10	93	
Snow Systems	28	28	25	10	91	

<b>Location C Public Safety Building</b>	Qualifications & Experience (30)	Professional Services (30)	Schedule of Fees (30)	References (10)	Total Score	Comments
All-Terrain	28	28	28	10	94	
Valley Green	27	28	27	10	92	
Snow Systems	28	28	27	10	93	

<b>Location D Fargo Cass Public Health</b>	Qualifications & Experience (30)	Professional Services (30)	Schedule of Fees (30)	References (10)	Total Score	Comments
All-Terrain	28	28	28	10	94	
Valley Green	27	28	25	10	90	
Snow Systems	28	28	24	10	90	



**FINANCE OFFICE**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Board of Commissioners

**FROM:** Susan Thompson, Director of Finance

**RE:** FAHR Staff meeting – Items for Commission Review/Approval

**DATE:** September 30, 2024

---

**Receive & File:** General Fund Budget to Actual through 8/31/2024  
Sales Tax Update (Monthly report – accrual basis)

**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**

Fire – Budget Adjustment; Honor Guard participant  
Police – Acceptance of ND DOT Grant

**Other Financial Considerations**

Strategic Planning – NP Parking Garage – Plan update

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

	YTD Budget	YTD Actual	YTD Variance
<b>REVENUES:</b>			
1 Taxes	\$ 46,545	\$ 45,605	\$ (940)
2 Licenses & Permits	4,335	4,642	307
3 Intergovernmental Revenue	12,842	11,916	(925)
4 Charges for Services	10,714	9,187	(1,527)
5 Fines & Traffic Tickets	1,044	1,025	(19)
6 Interest	2,633	5,615	2,982
7 Miscellaneous Revenue	660	665	5
8 Transfers In	8,724	8,798	74
<b>Total Revenues</b>	<b>\$ 87,497</b>	<b>\$ 87,453</b>	<b>\$ (44)</b>
<b>EXPENDITURES:</b>			
9 General Government	\$ 18,852	\$ 18,167	\$ 685
10 Public Safety	33,658	32,531	1,127
11 Public Works	10,232	9,688	544
12 Health & Welfare	10,626	9,834	792
13 Culture & Recreation	3,584	3,454	130
14 Economic Development	338	90	248
15 General Support	831	1,031	(200)
16 Capital Outlay	212	182	29
17 Operating Transfers	3,473	3,662	(189)
18 Contingency (Salary Savings)	(909)	(1)	(908)
<b>Total Expenditures</b>	<b>\$ 80,897</b>	<b>\$ 78,638</b>	<b>\$ 2,259</b>
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 6,600</b>	<b>\$ 8,815</b>	<b>\$ 2,215</b>

1 Timing w/ tax remittance; YTD mild weather resulted in lower utility Franchise Fees.

3 YTD state highway funds are trending below budget. Will adj projection.

4 Timing w/ Fees related to construction.

6 Higher interest rates than expected via budget.

10 Timing with Fire Station 8 personnel: budget: 7.5 x12 months (Jan-Dec); actual:15 x6 months July-Dec).

11 Mild Jan-Mar: lower snow/street related expenses.

18 Est 2024 Salary Savings budgeted here; actual salary savings is reflected within specific departments.

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

PB: SS/KAC (prior to 2022)

9/22/2024

Payment Date	month collected	Amount	County Collections	County Growth %	City Collections	City Growth %
			12,705,571.02	-1.2%	38,407,897.41	-0.4%
		County Sales Tax				
		County Sales Tax				
		County Sales Tax				38,407,897.41 City 2024
		County Sales Tax				12,705,571.02 County 2024
9/21/2024	July-24	County Sales Tax 1,746,626.42				
8/21/2024	June-24	County Sales Tax 2,659,707.17				38,553,258.80 City 2023
7/22/2024	May-24	County Sales Tax 1,348,902.41				12,859,627.46 County 2023
6/24/2025	Apr-24	County Sales Tax 1,759,660.73				
5/21/2024	Mar-24	County Sales Tax 2,276,388.27				(145,361.39) City Change
4/22/2024	Feb-24	County Sales Tax 1,023,591.77				(154,056.44) County Change
3/21/2024	Jan-24	County Sales Tax 1,890,694.25				
2/22/2024	Dec-24	County Sales Tax 2,781,114.42	23,106,462.71	8.2%	69,250,461.96	4.0%
1/22/2024	Nov-24	County Sales Tax 1,559,305.60				
12/20/2023	Oct-24	County Sales Tax 1,916,009.28				69,250,461.96 City 2023
11/22/2023	Sep-24	County Sales Tax 2,480,655.78				23,106,462.71 County 2023
10/21/2023	Aug-24	County Sales Tax 1,509,750.17				
9/20/2023	Jul-24	County Sales Tax 2,012,131.70				66,571,120.26 City 2022
8/20/2023	Jun-24	County Sales Tax 2,337,746.99				21,358,922.89 County 2022
7/21/2023	May-24	County Sales Tax 1,873,134.11				
6/21/2023	Apr-24	County Sales Tax 2,076,304.07				2,679,341.70 City Change
5/21/2023	Mar-24	County Sales Tax 1,528,002.65				1,747,539.82 County Change
4/22/2023	Feb-24	County Sales Tax 1,455,198.19				
3/19/2023	Jan-24	County Sales Tax 1,577,109.75				
2/22/2023	Dec-22	County Sales Tax 2,331,087.61	21,358,922.89	-2.6%	70,151,548.33	4.3%
1/24/2023	Nov-22	County Sales Tax 1,892,168.21				
12/21/2022	Oct-22	County Sales Tax 1,904,586.17				66,571,120.26 City 2022
11/22/2022	Sep-22	County Sales Tax 1,828,464.08				21,358,922.89 County 2022
10/21/2022	Aug-22	County Sales Tax 1,905,477.39				
9/20/2022	Jul-22	County Sales Tax 2,321,971.24				63,840,810.53 City 2021
8/20/2022	Jun-22	County Sales Tax 1,816,911.33				21,920,710.74 County 2021
7/21/2022	May-22	County Sales Tax 1,811,968.57				
6/21/2022	Apr-22	County Sales Tax 1,971,576.35				2,730,309.73 City Change
5/21/2022	Mar-22	County Sales Tax 1,526,674.55				(561,787.85) County Change
4/22/2022	Feb-22	County Sales Tax 613,842.16				
3/19/2022	Jan-22	County Sales Tax 1,434,195.23				
2/22/2022	Dec-21	County Sales Tax 2,471,070.77	21,920,710.74	31.1%	74,555,248.61	29.9%
1/25/2022	Nov-21	County Sales Tax 1,587,312.19				
12/21/2021	Oct-21	County Sales Tax 2,245,078.73				
11/22/2021	Sep-21	County Sales Tax 1,578,911.41				
10/21/2021	Aug-21	County Sales Tax 1,846,222.17				
9/20/2021	Jul-21	County Sales Tax 1,941,367.18				
8/20/2021	Jun-21	County Sales Tax 1,928,026.98				
7/21/2021	May-21	County Sales Tax 2,134,078.28				49,146,842.57 City
6/21/2021	Apr-21	County Sales Tax 1,247,864.18				16,719,327.13 County
5/21/2021	Mar-21	County Sales Tax 1,924,292.66				
4/22/2021	Feb-21	County Sales Tax 1,588,269.26				
3/19/2021	Jan-21	County Sales Tax 1,428,216.93				
2/22/2021	Dec-20	County Sales Tax 1,445,794.87	16,719,327.13	0.3%	4,232,187.56	-5.0%
1/25/2021	Nov-20	County Sales Tax 1,587,940.99				
12/21/2020	Oct-20	County Sales Tax 1,630,976.65				
11/23/2020	Sep-20	County Sales Tax 1,396,321.95				
10/21/2020	Aug-20	County Sales Tax 1,694,006.82				
9/22/2020	Jul-20	County Sales Tax 1,467,915.93				
8/21/2020	Jun-20	County Sales Tax 1,605,095.72				
7/22/2020	May-20	County Sales Tax 1,557,866.22				
6/19/2020	Apr-20	County Sales Tax 860,574.06				
5/21/2020	Mar-20	County Sales Tax 1,293,072.02				
4/22/2020	Feb-20	County Sales Tax 1,306,194.23				
3/20/2020	Jan-20	County Sales Tax 873,567.67				
2/24/2020	Dec-19	County Sales Tax 1,806,500.14	16,670,136.34	6.0%	51,732,824.69	7.4%
1/23/2020	Nov-19	County Sales Tax 1,765,912.60				
12/20/2019	Oct-19	County Sales Tax 1,053,485.18				
11/22/2019	Sep-19	County Sales Tax 1,586,457.86				
10/21/2019	Aug-19	County Sales Tax 1,600,148.48				
9/23/2019	Jul-19	County Sales Tax 1,209,618.14				
8/21/2019	Jun-19	County Sales Tax 2,012,988.64				
7/22/2019	May-19	County Sales Tax 1,000,237.92				
6/21/2019	Apr-19	County Sales Tax 1,206,333.76				
5/21/2019	Mar-19	County Sales Tax 1,575,011.74				
4/22/2019	Feb-19	County Sales Tax 781,011.94				
3/21/2019	Jan-19	County Sales Tax 1,072,429.94				
2/22/2019	Dec-18	County Sales Tax 1,602,337.29	15,720,221.20			48,185,965.90
1/23/2019	Nov-18	County Sales Tax 1,331,035.62				
12/21/2018	Oct-18	County Sales Tax 1,343,355.18				
11/23/2018	Sep-18	County Sales Tax 1,718,685.28				
10/19/2018	Aug-18	County Sales Tax 991,141.62				
9/24/2018	Jul-18	County Sales Tax 1,438,831.10				
8/21/2018	Jun-18	County Sales Tax 1,796,550.82				
7/23/2018	May-18	County Sales Tax 1,042,677.94				
6/21/2018	Apr-18	County Sales Tax 1,142,864.18				
5/21/2018	Mar-18	County Sales Tax 1,508,616.11				
4/20/2018	Feb-18	County Sales Tax 713,349.48				
3/21/2018	Jan-18	County Sales Tax 1,090,776.58				
2/22/2018	Dec-17	County Sales Tax 1,871,667.76				
1/23/2018	Nov-17	County Sales Tax 924,357.13				
Totals Since 2018		\$ 113,951,386			\$ 344,902,586	



**Fire Department**  
637 NP Avenue  
Fargo, ND 58102  
Phone: 701.241.1540 | Fax: 701.241.8125  
[www.FargoND.gov](http://www.FargoND.gov)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: SEPTEMBER 19, 2024**

**SUBJECT: FIRE DEPARTMENT BUDGET ADJUSTMENT**

Recently, former Fargo Firefighter, Bruce Shirley, passed away. His family requested that the Fargo Fire Department Honor Guard participate in his funeral. Following the funeral, the family sent a donation to the Fargo Fire Department directed toward the Honor Guard. I am requesting a budget adjustment to account 101-4010-412-64.10 in the amount of \$150.00.

The Honor Guard would like to use the funds to purchase some items to augment their dress uniforms.

**RECOMMENDED MOTION:** Approve the budget adjustment to account 101-4010-412-64.10 in the amount of \$150.00.

## 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](mailto: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.*

<b>DEPARTMENT:</b>	Fire	
<b>REQUESTED BY:</b>	Steve Dirksen	<b>PROJECT NUMBER :</b> <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>
<b>DATE PREPARED:</b>	9/20/2024	
<b>DESCRIPTION OF REQUEST:</b>	Check for Honor Guard	

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-365-80.00		\$ 150	
	+		= \$ -
	+		= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 150	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-4010-412-64.10	\$ 13,234.03	\$ 150	\$ 13,384.03
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 150	

**PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.**

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:	
<b>FAHR REVIEWED ON:</b>	
<b>COMMISSION APPROVED ON:</b>	
<b>ENTERED BY FINANCE:</b>	
<i>Date:</i>	
<i>By:</i>	
<i>BA#</i>	





THE FARGO POLICE DEPARTMENT  
CHIEF DAVID B. ZIBOLSKI  
105 25th Street North  
Fargo, ND 58102-4002  
Main Line: 701.235.4493 | Fax: 701.297.7789  
[FargoPolice.com](http://FargoPolice.com)

September 11, 2024

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: Acceptance of North Dakota Department of Transportation Grant Funding for Occupant Protection, Impaired Driving, Distracted Driving Enforcement, Speed Enforcement and Underage Drinking Enforcement and Education Activities (CFDA #20.600, 20.608 and 20.616).

Dear Commissioners:

The North Dakota Department of Transportation is again offering to provide Fargo Police Department with grant funding for the purpose of conducting occupant protection, impaired driving, distracted driving, speed enforcement and underage drinking enforcement and education activities. The funding made available through the National Highway Traffic Safety Administration (NHTSA) is intended to reimburse the Police Department for overtime expenses associated with having officers work extra hours towards conducting the enforcement and education activities.

The Department of Transportation is making a total of \$49,000 in grant money available to the Police Department, \$15,000 is intended for impaired driving enforcement. The remaining grant funding is \$12,000 to be used for occupant protection enforcement, \$3,000 for underage drinking enforcement, \$9,000 for speed enforcement, and \$10,000 for distracted driving enforcement. There is no requirement for the City of Fargo to match any of the grant funding provided.

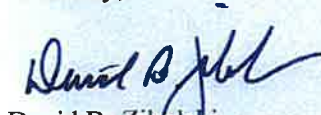
**Recommended Motion:**

*Sign the North Dakota Department of Transportation Traffic Safety Contract, accept the grant funding in the amount of \$49,000 and adjust Police Department's budget line items as follows:*

- *Occupant Protection: Account # 101-5045-411-11-01 – PD11 in the amount of \$12,000*
- *Underage Drinking Account # 101-5045-411-11-01 – PD12 in the amount of \$3,000*
- *Impaired Driving Account # 101-5045-411-11-01 – PD31 in the amount of \$15,000*
- *Distracted Driving Account # 101-5045-411-11-01 – PD37 in the amount of \$10,000*
- *Speed Enforcement Account# 101-5045-411-11-01 – PD36 in the amount of \$9,000*

Please contact me if you have any questions regarding the grant funding or the Police Department's budget adjustment request.

Sincerely,



David B. Zibolski  
Chief of Police

Cc: Susan Thompson, Finance Director





## Fargo Police Department

### Memorandum

**To:** Chief David Zibolski

**From:** Kathy Lormis

**Date:** September 11, 2024

**RE:** Acceptance of North Dakota Department of Transportation Grant Funding

We have applied for North Dakota Department of Transportation Grant Funding for the fiscal year of 10/1/24 – 9/30/25. We have applied for these grants each year.

The Fargo Police Department has been offered funding in following areas:

Occupant Protection-Seatbelt Enforcement: Award amount is \$12,000  
Underage Drinking Enforcement: Award amount is \$3,000  
Impaired Driving Enforcement: Award amount is \$15,000  
Distracted Driving Enforcement: Award amount is \$10,000  
Speed Enforcement: Award amount is \$9,000

The North Dakota Department of Transportation is making a total of \$49,000 in grant money available to the Police Department. There is no requirement for the City of Fargo to match any of the grant funding provided.

Attached please find the letter to the Board of City Commissioners and NDDOT Awarded Contract. Please submit the letter and award for Commission review/approval.

Respectfully,

A handwritten signature in blue ink that reads "Kathy Lormis".

Kathy Lormis  
Payroll and Procurement Assistant

**MEMO:** Ronald J. Henke  
Director

**FROM:** Sheila Kitzan  
Highway Safety Division

**DATE:** September 6, 2024

**SUBJECT:** Contract Explanation

The purpose of this contract is to provide funding to the Fargo Police Department to participate in the statewide law enforcement overtime programs.

The total contract budget is \$49,000.

The contact person is Sheila Kitzan (328-2402).

12/slk  
Attachment

NDDOT Contract No. 12241297  
 Project No. PHSPOP2599-07-00,  
 PHSPSC2507-04-00, PHSPID2510-02-00,  
 PHSPID2510-12-00, & PHSPDD2511-02-00

**North Dakota Department of Transportation  
 TRAFFIC SAFETY CONTRACT**

**Federal Award and Subrecipient Information**

**Subrecipient Name:** City of Fargo  
**Subrecipient UEI No.:** K2QJQZVH5PM6  
**Applicant Agency:** Fargo Police Department

**NDDOT Program Manager:** Kelly Aberle  
**NDDOT PM Telephone:** 701-328-2658  
**NDDOT PM Email:** kaberle@nd.gov

**ALN No.:** 20.600, 20.616, & 20.608

**ALN Title:** State and Community Highway Safety, National Priority Safety Programs, Minimum Penalties for Repeat Offenders for Driving While Intoxicated

**Federal Agency Telephone:** 720-963-3100  
**Federal Agency Email:** NHTSA.region8@dot.gov

**Awarding Federal Agency:** National Highway Traffic Safety Administration  
**Federal Agency Contact Information:** Gina Espinosa-Salcedo

**AWARD NAME:** Speed Enforcement  
**FAIN No.:** 69A37523300004020NDO

**Federal Award Date:** November 30, 2022  
**Total Federal Award Amount:** \$2,891,141.25

**FAIN No.:** 69A37524300004020NDO

**Federal Award Date:** November 27, 2023  
**Total Federal Award Amount:** \$2,810,775.00

**AWARD NAME:** Distracted Driving Enforcement  
**FAIN No.:** 69A3752430000405ENDL

**Federal Award Date:** November 27, 2023  
**Total Federal Award Amount:** \$228,117.97

**AWARD NAME:** Alcohol and Underage Enforcement  
**FAIN No.:** 69A37523300001640NDA

**Federal Award Date:** February 14, 2023  
**Total Federal Award Amount:** \$905,069.00

**FAIN No.:** 69A37524300001640NDA

**Federal Award Date:** April 30, 2024  
**Total Federal Award Amount:** \$912,417.00

**AWARD NAME:** Click It or Ticket  
**STATE FUNDED**

**Budget Start Date:** October 1, 2024  
**Performance Start Date:** October 1, 2024  
**Indirect Cost Rate:** N/A

**Budget End Date:** September 30, 2025  
**Performance End Date:** September 30, 2025  
**Research & Development Award:** No

**Notice to Subrecipients:** Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo Police Department, hereinafter referred to as the Contractor, whose address is 105 25th Street North, Fargo, North Dakota 58102.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Annual Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:



**Section 1:** The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

**Section 2:** The term of this contract shall begin October 1, 2024, and shall end September 30, 2025.

**Section 3 - Reimbursement:**

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$37,000. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$12,000. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

**Section 4:** Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

**Section 5:** Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

**Section 6:** The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

**Section 7:** The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

**Section 8:** Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

**Section 9:** The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or



contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

**Section 10:** The Contractor must have a seat belt use policy, a drug and alcohol driving policy, a distracted driving/texting policy, and a payroll and compensation policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Highway Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

**Section 11 - Termination:**

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
  - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
  - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement:
  - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
  - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

**Section 12:** Contractor may not assign or otherwise transfer or delegate any right or duty without NDDOT's express written consent, provided, however, that Contractor 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 Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom NDDOT is prohibited from conducting business, NDDOT shall have the right to terminate in accordance with the Termination for Cause section of this Contract.





Contractor may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor with whom Contractor contracts. Contractor does not have authority to contract for or incur obligations on behalf of NDDOT.

**Section 13:** The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

**Section 14:** Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the Contractor does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the Contractor
- allow the de minimis 10% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the Contractor seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

**Section 15:** The NDDOT shall conduct pre-award risk assessments of applicants prior to issuing a contract. The Contractor shall conduct risk assessments of their subawardees either before or after making the award to determine the appropriate level of monitoring. The Contractor shall document its procedures for assessing risk and have them available upon NDDOT request.

**Section 16:** The NDDOT shall conduct a risk assessment on the Contractor and the following specific conditions shall be met and/or maintained throughout this agreement.

1. Annual Compliance Review.
2. Submit Receipts/Invoices with each voucher submission.
3. Review audit reports and determine how material any audit findings are in the audit reports and where they pose an increased risk to subrecipients abilities to comply and carry out their Statements of Work.
4. Provide ongoing training and technical assistance on program related areas.



The NDDOT reserves the right to increase the monitoring during the agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

**Section 17:** The Federal awarding agency or pass-through entity and Contractor will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the agreement when it determines that all application administrative actions and all required work have been completed and the agreement has reached its period of performance end date. The Contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement.

**Section 18:** Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.

Public records may include: (a) records NDDOT receives from Contractor under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.

Contractor agrees to contact NDDOT immediately upon receiving a request for information under the public records law and to comply with NDDOT's instructions on how to respond to such request.

**Section 19:** No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

**Section 20:** All work products, and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.

**Section 21:** The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

**Section 22:** All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

**Section 23:** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**Section 24:** The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

**Section 25:** This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written,



not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

**Section 26:** The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.





EXECUTED the date last below signed.

WITNESS:

Kember Anderson

NAME (TYPE OR PRINT)

*Kember Anderson*

SIGNATURE

CONTRACTOR:

City of Fargo

NAME (TYPE OR PRINT)

*Timothy Mahoney*

SIGNATURE

Mayor of Fargo

TITLE

09/10/24

DATE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

Laureen M. Martin

NAME (TYPE OR PRINT)

*Laureen M. Martin*

SIGNATURE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

Robin R. Rehborg

For the DIRECTOR (TYPE OR PRINT)

*Robin R. Rehborg*

SIGNATURE

*M*

09/10/24

DATE

ATTORNEY GENERAL

APPROVED as to Execution

*Clint Morgenstern*

09/10/24

Special Asst Attorney General

APPROVED as to substance by:

Karin Mongeon

SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

*Karin Mongeon*

SIGNATURE

09/10/24

DATE

CLA 16870 (Div. 12)  
L.D. Approved 7-17-89; 8-23



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



### Risk Management Appendix

#### **Routine\* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** **State** – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.**

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007  
Revised 6-24





## AGREEMENT FOR PARTICIPATION IN THE NORTH DAKOTA HIGHWAY SAFETY PLAN

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### Attachment 1 – Enforcement Overtime Calendar for FFY 2025

## BACKGROUND

The North Dakota Department of Transportation's (NDDOT) Highway Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Highway Safety Division receives and provides state and federal funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the annual Highway Safety Plan. This contract will assist in achieving the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public's knowledge and understanding of roadway safety and strategies.

The purpose of this contract is to provide funding to the **Fargo Police Department** (hereinafter referred to as the Contractor) to participate in the statewide enforcement programs listed below:

## OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK

### PROJECT NO. PHSP02599-07-00

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase occupant protection (OP) use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor may only work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.
- Ensure that all officers working the overtime grant funding for OP have completed the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must provide verification of the completed training upon request by the Highway Safety Division for each officer conducting overtime enforcement through the grant.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

## IMPAIRED DRIVING (ID) ENFORCEMENT SCOPE OF WORK

### PROJECT NO. PHSPID2510-02-00

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter impaired driving (ID) through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

The Contractor is required to work during the scheduled ID enforcement periods as outlined in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period of the contract period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per enforcement period, except for the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Conduct a minimum of four shifts (no minimum number of hours per shift) during the dates identified as the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every three years. The Contractor must provide verification of the completed training upon request by the Highway Safety Division for each officer conducting overtime enforcement through the grant.
- Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the Contractor's jurisdiction. Data indicates this would typically be at night on weekends and holidays, or during special community events justifying the need for additional traffic enforcement. Some jurisdictions may have varying times based on demographics (e.g., college communities).
- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

## UNDERAGE DRINKING (UA) ENFORCEMENT SCOPE OF WORK

### PROJECT NO. PHSPID2510-12-00

The underage drinking (UA) enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

*Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses). **These funds may not be used for food or refreshment.***

Activities under this program are for Non-Saturation events only. The Contractor is required to work two (2) scheduled UA enforcement periods chosen by your agency and relay plans to the Highway Safety Division. The Contractor may conduct additional non-saturation enforcement activity beyond the two (2) scheduled required calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional non-saturation enforcement. The Contractor must notify the Highway Safety Division of the additional non-saturation enforcement activity before conducting the additional non-saturation enforcement activity.

#### Qualifying Non-Saturation Events include:

*The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.*

- **Compliance Checks** — Compliance Checks must utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premises sites (bars, restaurants, clubs, etc.) and off-premises businesses (convenience stores, grocery stores, gas stations, etc.).
- **Shoulder Tap** – Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.
- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.
- **Evidence-Based Alcohol Prevention Educational Presentations** –Evidence-based curricula have been proven to be effective in reducing underage drinking and driving. Examples of evidence-based programs include but are not limited to Lifeskills Training, Positive Action, and D.A.R.E. (Drug Abuse



Resistance Education) Costs eligible for reimbursement are the purchase or printing of teaching guides, and workbooks for students. Please contact the Highway Safety Division Program Manager, to determine if officer time is eligible for reimbursement (regular time is not reimbursable). Promotional items are not an allowable expense.

During each fiscal year of the contract, the Contractor must:

- Conduct a minimum of two (no minimum number of hours per shift) **planned** non-saturation events. Provide the Highway Safety Division a calendar of scheduled events for the fiscal year that identifies the type of events to be conducted and when. *The calendar of events must be provided to the Highway Safety Division by October 1.*
- Determine the best enforcement strategy (e.g., shoulder tap, server training or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the Contractor's jurisdiction.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers within five days after completing the event.
- For Evidence-based activities documentation of actual curricula expenses need to be supported by an invoice when submitting a voucher for reimbursement. A separate paper voucher will be provided to you from the Highway Safety Division.
- Submit a reimbursement voucher by within 45 days after completing the event.

## DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK

### **PROJECT NO. PHSPDD2511-02-00**

The distracted driving (DD) enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional

enforcement. The Contractor must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – ***not warnings*** – when observing a driver violating North Dakota’s DD law. This is to assure the integrity of the *Put the Phone Away or Pay* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, “Enforcement Log Due Date.” *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, “Reimbursement Voucher Due Date.”
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

## SPEED (SC) ENFORCEMENT SCOPE OF WORK

### PROJECT NO. PHSPSC2507-04-00

The speed (SC) enforcement campaign exists to decrease speed violations through heightened enforcement of speeding laws in the state. The campaign’s success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and decrease excessive speed.

Participating law enforcement agencies are required to work overtime during scheduled Speed campaigns to achieve high visibility within their jurisdictions to deter motorists from driving above the posted speed limits.

The Contractor may **only** work during the scheduled Speed enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled period.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of highest number of speed-related serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – ***not warnings*** – for driving above the posted speed limits. This is to assure the integrity of the *Speeding Slows You Down* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility in driving behaviors and safety measures.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of speeding laws during the enforcement period.

## REPORTING AND AUDIT REPORTING/ALL PROJECTS

### ***Reporting***

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Highway Safety Division per the schedule referenced in the previous enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

*An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.*

Because the law enforcement overtime programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Highway Safety Division immediately.

### ***Audit Reporting***

A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F.

Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form.
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

## NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS

### ***NDDOT Responsibilities***

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

### ***Reimbursement***

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Highway Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate.

***At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.***

The final reports/vouchers for all projects are due no later than November 14, 2025. ***Vouchers received after November 14, 2025, will not be reimbursed.***

### ***Other Requirements***

In accordance with 23 CFR Part 1300 Appendix C, the Contractor, as a representative of its political subdivision, requests the benefit of the NDDOT Highway Safety Division coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The NDDOT Highway Safety Division will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing the contract, the Contractor signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting also known as general costs of government. *Funds for programs and services provided through this grant are intended to supplement, **not supplant**, other state or local funding sources.* Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of state, local, or federally-recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Highway Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Highway Safety Division.

## BUDGETS

### OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

#### PROJECT NO. PHSPOP2599-07-00 / STATE FUNDED

##### DIRECT COSTS

Overtime wages	\$12,000
Mileage	\$ 0
<b>PROJECT TOTAL</b>	<b><u>\$12,000</u></b>

##### Participation

Federal	100%	\$12,000
State	-	
Local	-	

### IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET

#### PROJECT NO. PHSPID2510-02-00 / ALN NO. 20.608

##### DIRECT COSTS

Overtime wages	\$15,000
Mileage	\$ 0
<b>PROJECT TOTAL</b>	<b><u>\$15,000</u></b>

##### Participation

Federal	100%	\$15,000
State	-	
Local	-	

*UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET***PROJECT NO. PHSPID2510-12-00 / ALN NO. 20.608****DIRECT COSTS**

Overtime wages	\$3,000
Educational Resources	\$ 0
<b>PROJECT TOTAL</b>	<u><b>\$3,000</b></u>

**Participation**

Federal	100%	\$3,000
State	-	
Local	-	

*DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET***PROJECT NO. PHSPDD2511-02-00 / ALN NO. 20.616****DIRECT COSTS**

Overtime wages	\$10,000
Mileage	\$ 0
<b>PROJECT TOTAL</b>	<u><b>\$10,000</b></u>

**Participation**

Federal	100%	\$10,000
State	-	
Local	-	

*SPEED (SC) ENFORCEMENT BUDGET***PROJECT NO. PHSPSC2507-04-00 / ALN NO. 20.600****DIRECT COSTS**

Overtime wages	\$9,000
Mileage	\$ 0
<b>PROJECT TOTAL</b>	<u><b>\$9,000</b></u>

**Participation**

Federal	100%	\$9,000
State	-	
Local	-	

## OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – December 12, 2024	12/17/2024	1/31/2025
*May 1 - June 1, 2025	6/6/2025	6/30/2025

\*May 19 – June 1, 2025, is the National "Click It or Ticket" (CIOT) Enforcement Campaign

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for the full Scope of Work.



## IMPAIRED DRIVING (ID) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*December 13, 2024 – January 31, 2025	2/5/2025	3/15/2025
March 1 – March 31, 2025	4/5/2025	5/15/2025
<b>**August 15 – September 1, 2025</b>	9/6/2025	10/15/2025

\*December 13, 2024 – January 1, 2025, is the National "Drive Sober or Get Pulled Over" (DSOGPO) Campaign. ND extends the enforcement campaign until January 31, 2025.

\*\*August 15– September 1, 2025, is the National "Drive Sober or Get Pulled Over" Campaign. **This DSOGPO campaign requires a minimum of four (4) shifts to be worked.**

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Contract for the full Scope of Work.

## SPEED (SP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
July 1 – August 4, 2025	8/8/2025	9/13/2025

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Contractor may not work any other dates for the speed enforcement campaign.

Please refer to the Contract for the full Scope of Work.

## DISTRACTED DRIVING (DD) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*April 1 – 30, 2025	5/5/2025	6/15/2025
September 1 – 30, 2025	10/5/2025	10/31/2025

\*April 1 – 30, 2025 coincides with the National Distracted Driving Awareness Month campaign.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Contract for the full Scope of Work.

## Appendix B

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants**

*[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

State: North Dakota

Fiscal Year: 2025

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

**GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
  - Unique entity identifier (generated by SAM.gov);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

### **NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and *49 CFR parts 37 and 38*;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

### **GENERAL ASSURANCES**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) <sup>(U)</sup> in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;



3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

(applies to subrecipients as well as States)

#### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(applies to subrecipients as well as States)

#### **INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

- erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
  6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
  7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
  8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
  9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA****(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**CERTIFICATION ON CONFLICT OF INTEREST****(applies to subrecipients as well as States)****GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce 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 and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

## POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:



- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
  - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
  - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
  8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

**I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.**

Click here to validate form fields and permit signature



8/1/24

Signature Governor's Representative for Highway Safety

Date

Ronald J. Henke

Printed name of Governor's Representative for Highway Safety

**Certificate Of Completion**

Envelope Id: 531C747610224D9BAD99C70C565A45B0

Subject: PD Fargo Contract #12241297

Contract Number: 12241297

PCN:

Source Envelope:

Document Pages: 40

Certificate Pages: 4

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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Status: Completed

Envelope Originator:

Sheila Kitzan

608 E Boulevard Ave

Bismarck, ND 58505

skitzan@nd.gov

IP Address: 165.234.92.127

**Record Tracking**

Status: Original

9/9/2024 4:49:27 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Sheila Kitzan

skitzan@nd.gov

Pool: StateLocal

Pool: Carahsoft OBO North Dakota Department of  
Transportation CLOUD

Location: DocuSign

Location: DocuSign

**Signer Events**

Nicole Lagasse

nmlagasse@nd.gov

Security Level: Email, Account Authentication  
(None), Authentication**Signature**Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.253.12**Timestamp**

Sent: 9/10/2024 9:11:16 AM

Viewed: 9/10/2024 11:15:20 AM

Signed: 9/10/2024 11:15:38 AM

**Authentication Details**

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/10/2024 11:15:14 AM

Phone: +1 701-954-8712

**Electronic Record and Signature Disclosure:**

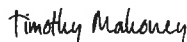
Not Offered via DocuSign

Timothy Mahoney

TMahoney@FargoND.gov

Mayor of Fargo

City of Fargo

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.250.1

Sent: 9/10/2024 11:37:42 AM

Viewed: 9/10/2024 11:39:22 AM

Signed: 9/10/2024 11:39:56 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kember Anderson

KAnderson@FargoND.gov

Mayor

City of Fargo

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.250.1

Sent: 9/10/2024 11:40:00 AM

Viewed: 9/10/2024 12:51:52 PM

Signed: 9/10/2024 12:51:57 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signer Events**

Karin Mongeon  
kamongeon@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

**Signature**

*Karin Mongeon*

Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.252.245

**Timestamp**

Sent: 9/10/2024 1:51:29 PM  
Viewed: 9/10/2024 3:23:47 PM  
Signed: 9/10/2024 3:24:29 PM

**Authentication Details**

SMS Auth:  
Transaction: 8efa40ff-1e5f-41de-b6b7-bcf4f414b6c0  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 9/10/2024 3:23:39 PM  
Phone: +1 701-202-8024

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Clint Morgenstern  
cdmorgenstern@nd.gov  
Clint Morgenstern - SAAG  
Security Level: Email, Account Authentication  
(None), Authentication

*Clint Morgenstern*

Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.253.12

Sent: 9/10/2024 3:24:35 PM  
Viewed: 9/10/2024 3:45:56 PM  
Signed: 9/10/2024 3:46:24 PM

**Authentication Details**

SMS Auth:  
Transaction: 716cafa0-a75d-4e01-8926-b01a4890bb82  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 9/10/2024 3:44:57 PM  
Phone: +1 701-213-0588

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Robin R. Rehborg  
rrehborg@nd.gov  
Deputy Director for Driver Safety  
Security Level: Email, Account Authentication  
(None), Authentication

*Robin R. Rehborg*

Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.252.245

Sent: 9/10/2024 3:46:30 PM  
Viewed: 9/10/2024 4:43:59 PM  
Signed: 9/10/2024 4:44:10 PM

**Authentication Details**

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Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 9/10/2024 4:43:48 PM  
Phone: +1 701-595-3409

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Laureen M. Martin  
lmartin@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

*Laureen M. Martin*

Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.253.8

Sent: 9/10/2024 4:44:15 PM  
Viewed: 9/10/2024 4:49:10 PM  
Signed: 9/10/2024 4:49:23 PM

**Authentication Details**

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
<p><b>Editor Delivery Events</b></p> <p>Sheila Kitzan</p> <p>skitzan@nd.gov</p> <p>North Dakota Highway Patrol</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p> <p>Not Offered via DocuSign</p>	<p><b>Status</b></p> <p><b>VIEWED</b></p> <p>Using IP Address: 165.234.252.245</p>	<p><b>Timestamp</b></p> <p>Sent: 9/9/2024 4:49:52 PM</p> <p>Viewed: 9/10/2024 9:09:19 AM</p> <p>Completed: 9/10/2024 9:11:15 AM</p>
<p><b>Agent Delivery Events</b></p> <p>Kathy Lormis</p> <p>klormis@fargond.gov</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p> <p>Not Offered via DocuSign</p>	<p><b>Status</b></p> <p><b>VIEWED</b></p> <p>Using IP Address: 165.234.250.1</p>	<p><b>Timestamp</b></p> <p>Sent: 9/10/2024 11:15:42 AM</p> <p>Viewed: 9/10/2024 11:30:58 AM</p> <p>Completed: 9/10/2024 11:37:41 AM</p>
Intermediary Delivery Events	Status	Timestamp
<p><b>Certified Delivery Events</b></p> <p>Sheila Kitzan</p> <p>skitzan@nd.gov</p> <p>North Dakota Highway Patrol</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p> <p>Not Offered via DocuSign</p>	<p><b>Status</b></p> <p><b>VIEWED</b></p> <p>Using IP Address: 165.234.252.245</p>	<p><b>Timestamp</b></p> <p>Sent: 9/10/2024 12:52:02 PM</p> <p>Viewed: 9/10/2024 1:51:28 PM</p>
<p><b>Carbon Copy Events</b></p> <p>DOT Legal Admin</p> <p>dotlegaladmin@nd.gov</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p> <p>Not Offered via DocuSign</p>	<p><b>Status</b></p> <p><b>COPIED</b></p>	<p><b>Timestamp</b></p> <p>Sent: 9/10/2024 3:24:33 PM</p> <p>Viewed: 9/10/2024 3:28:30 PM</p>
<p>DOT Legal Admin</p> <p>dotlegaladmin@nd.gov</p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b></p> <p>Not Offered via DocuSign</p>	<p><b>COPIED</b></p>	<p>Sent: 9/10/2024 3:46:28 PM</p>

**Carbon Copy Events**

Steve Sprague

SSprague@FargoND.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kelly Aberle

kaberle@nd.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**Status****COPIED****Timestamp**

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Sent: 9/10/2024 4:49:29 PM

**COPIED****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/9/2024 4:49:52 PM

Envelope Updated

Security Checked

9/10/2024 9:11:15 AM

Envelope Updated

Security Checked

9/10/2024 9:11:15 AM

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Security Checked

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Envelope Updated

Security Checked

9/10/2024 11:37:41 AM

Envelope Updated

Security Checked

9/10/2024 11:37:41 AM

Certified Delivered

Security Checked

9/10/2024 4:49:10 PM

Signing Complete

Security Checked

9/10/2024 4:49:23 PM

Completed

Security Checked


9/10/2024 4:49:29 PM

**Payment Events****Status****Timestamps**



## MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: September 18, 2024

SUBJECT: Parking garage on NP – Plan Amendment

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The City Commission approved plans for the parking garage on NP Avenue prior to Kilbourne Group requesting bids for the construction of the facility. Plans were approved in May 2023.

The approved plans have a gated parking control system and open pedestrian access. It is similar to the Civic, Roberts Commons and Mercantile parking garages. There were also less cameras included in the approved plans.

There have been more frequent acts of vandalism in these city parking facilities. Because of this, Interstate Parking is recommending a move to a system that would limit access to people who are parking in the facility.

The new system would have high speed garage doors for vehicles and controlled pedestrian access. After someone parked their car, they would need their monthly pass or a ticket issued at entry to unlock the door and return to the parking garage. A screen would be installed to block other main floor pedestrian access to the parking garage.

This change is supported by the City of Fargo Facilities Department and our project partners including the Fargo Moorhead Community Theatre, Old Broadway and Kilbourne Group.

The Facilities and Information Services departments worked on an updated plan with additional security cameras. The added cameras are included in the new plans.

There is no cost change. The cost savings from using pay stations instead of vehicle control gates offset the cost of the additional cameras and high-speed vehicle doors.

Plans for the vehicle doors and cameras are attached. Pedestrian screening isn't shown on the plans but is included in the budget.

### Recommended Motion:

Approve the revised plans for the parking garage on NP Avenue.



# SOLUTION PROPOSAL

## Axis - NP Parking Garage Camera Project

Quote #: 140886

Version: 2

Delivery Date: 08/08/2024

Expiration Date: 09/13/2024

Prepared for:

**City of Fargo**

Attn: Matt Anderson

225 4th Street North

Fargo, ND 58102

Prepared by:

**High Point Networks, LLC**

Chris Reep

Direct/Mobile/Fax: 701-282-6459

[chris@highpointnetworks.com](mailto:chris@highpointnetworks.com)





## Axis - NP Parking Garage Camera Project

### Proposal Summary

**Project Brief:** High Point Networks is proposing a video surveillance system utilizing Axis network cameras and Aimetis software. This solution will provide coverage for the areas noted in the camera design document. This system is highly scalable and can be expanded as needed to increase coverage.

#### HPN Responsibilities:

- Mount, aim, focus all new Axis cameras per site plan and camera schedule
- Configure high, medium or low stream resolution per camera
- Supply, install, and configure video management software (VMS)
- server hardware provided by COF IT
- Train designated staff on video management software (onsite or remote)

o During training, cameras will be named appropriately

- Test all cameras to ensure they are recording correctly
- Dedicated project management
- Customer communication throughout the project

#### Client Responsibilities:

- Provide or approve floorplans with camera locations denoted
- Work with HPN Project Manager on all resource scheduling
- Provide HPN install team with access to all required areas of job site
- If applicable, provide appropriate and safe lift
  - o Safe driving path to camera locations is required
  - o If applicable, provide protection for flooring and/or grounds from lifts and ladders
- Provide POE ports and network information for IP cameras
- Ensure adequate power is available
- Provide hardware for camera server software
- Ensure ethernet cabling infrastructure is available for each camera location per site plan
- Provide UPS for camera server
- Ensure job site is ready for camera installation

#### Exclusions:

- Cabling unless noted otherwise in the scope of work
- Third party applications that integrate with the camera system
- Any work requested outside of what is defined on this scope of work

#### Disclaimer:

- In the event of unforeseen circumstances such as bad weather (snow, extreme cold temperatures), natural disasters, floods, etc, High Point Networks reserves the right to wait for safe environmental conditions to resume and complete installation.
- High Point Networks is not responsible for any damages to job site areas or grounds due to environmental conditions outside of our control



## Axis - NP Parking Garage Camera Project

## Prepared for:

## City of Fargo

Attn: Matt Anderson  
225 4th Street North  
Fargo, ND 58102

## Prepared by:

## High Point Networks, LLC

Chris Reep  
Direct: 701-282-6459  
chris@highpointnetworks.com



## Axis Hardware

Qty	Item	Description	Price	Ext. Price
21	02637-004	AXIS M4328-P Panoramic Camera	\$594.00	\$12,474.00
24	02332-001	Axis P3268-LVE Network Camera	\$892.00	\$21,408.00
2	02635-001	AXIS P3738-PLE	\$1,614.00	\$3,228.00
1	02060-001	AXIS P3818-PVE Panoramic Camera	\$1,648.00	\$1,648.00
2	02864-001	AXIS P9117-PV 6 Megapixel Indoor Network Camera - Color - Dome - White - TAA Compliant - H.264, H.265, Motion JPEG, H.264B	\$637.00	\$1,274.00
1	02507-001	AXIS Q1808-LE 150 mm	\$1,997.00	\$1,997.00
1	01574-001	AXIS License Plate Verifier eLicense	\$458.00	\$458.00
2	01473-001	AXIS T91B67 Pole Mount for Network Camera	\$93.00	\$186.00
2	01513-001	T94N01D Pendant Kit for AXIS P3717-PLE IP Camera, 1.5-inch NPS thread	\$84.00	\$168.00
21	01748-001	AXIS TM3001 Tilt Mount	\$33.00	\$693.00
1	Misc	Miscellaneous - cabling/whips	\$125.00	\$125.00
			<b>Subtotal:</b>	<b>\$43,659.00</b>

## Aimetis Licenses

Qty	Item	Description	Price	Ext. Price
51	AIM-SYM7-P	Symphony 7 professional Edition	\$174.00	\$8,874.00
51	AIM-SYM7-P-MS-1Y	Symphony 7 Professional Edition 1 Year Maint	\$35.00	\$1,785.00
			<b>Subtotal:</b>	<b>\$10,659.00</b>



## Quote Information:

Quote #: 140886

Version: 2

Delivery Date: 08/08/2024

Expiration Date: 09/13/2024

## Axis - NP Parking Garage Camera Project

## HPN Service Bundle

Qty	Item	Description	Price	Ext. Price
1	PROSERVE-PKG	High Point Networks Professional Services defined in the pdf online or above in this document	\$19,620.00	\$19,620.00
			<b>Subtotal:</b>	\$19,620.00

## Quote Summary

Description	Amount
Axis Hardware	\$43,659.00
Aimetis Licenses	\$10,659.00
HPN Service Bundle	\$19,620.00
<b>Total:</b>	<b>\$73,938.00</b>

Acceptance of the quote online is considered acceptance of an offer and, together with the terms of the Master Services Agreement provided below, and any applicable Statement of Work, which are hereby incorporated by reference, forms a legally binding contract. The customer is solely responsible for verifying the accuracy of all quotes and designs.

Return Policy: Product must be returned within 30 days of shipment date and will be subject to a restocking and freight fee. Product cannot be returned if opened (needs to be sealed in original packaging), written on and/or damaged; NO exceptions. HPN reserves the right to no return/refund.

All quotes are subject to shipping costs that may not be listed on the quote. Prices quoted are valid for 30 days from quotation date. Orders will be invoiced when shipped. Orders may be partially invoiced as items ship and thus there may be multiple invoices per order. Projects will be invoiced in the same method. Professional services may be progress billed over the term of the project. All licensing and subscription orders will be invoiced immediately upon customer approval. Payment for all orders are due in 30 days from invoice date. Finance charges will be charged at the rate of 1.5% per month if not paid by the due date. If payment is not received within 60 days of the invoice date, we reserve the right to suspend or terminate your service without further notice. Credit card usage as a form of payment may be accepted on a pre-approval basis and may be subject to a convenience fee. Please consult your Account Representative prior to placing an order for timely, updated pricing. This offer to sell the listed products is subject to product availability and prices are subject to change without notice due to manufacturer price changes or any error or omission.

Signature

Date



**Fire Department**

637 NP Avenue

Fargo, ND 58102

Phone: 701.241.1540 | Fax: 701.241.8125

[www.FargoND.gov](http://www.FargoND.gov)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: SEPTEMBER 25, 2024**

**SUBJECT: RED RIVER VALLEY UNMANNED AIRCRAFT SYSTEMS UNIT  
DECLARATION IN SUPPORT OF CERTIFICATE OF  
WAIVER/AUTHORIZATION**

The Red River Valley Unmanned Aircraft Systems Unit has been in operations for eight (8) years. The Unit has been working to improve equipment, training, and flight capabilities. The next level of capabilities would allow operation of the aircraft beyond visual lines of site. A step required to have this capability is to receive authorization from the FAA to operate in this manner.

The FAA requires that there is support from the local government to receive the authorization desired. The FAA has asked for a letter from the City Attorney endorsing the waiver. The City Attorney affirms that the UAS qualifies as "public aircraft" and will be utilized to fulfill "governmental function(s)" in support of Law Enforcement, Fire Fighting, and Search and Rescue.

**RECOMMENDED MOTION:**

Authorize the City Attorney to sign a letter in support of a Certificate of Waiver/Authorization for the Red River Valley Unmanned Aircraft Systems Unit.



**OFFICE OF THE  
CITY ATTORNEY**

**CITY ATTORNEY**  
Nancy J. Morris

**SERKLAND LAW FIRM**

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

**ASSISTANT CITY ATTORNEYS**

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

September 25, 2024

Federal Aviation Administration  
Michael Beckles  
Manager, UAS Policy Team AJV-P22  
600 Independence Avenue, SW, Suite 5E21TS  
Washington, DC 20591  
[Michael.R.Beckles@faa.gov](mailto:Michael.R.Beckles@faa.gov)

*Re: Red River Valley Unmanned Aircraft Systems Unit Public Declaration in Support of  
Certificate of Waiver/ Authorization*

Dear Mr. Beckles:

The Red River Valley Unmanned Aircraft Systems (RRVUAS) Unit provides (fire protection / law enforcement) services in Fargo, West Fargo, and Cass County, North Dakota, to both incorporated municipalities and unincorporated areas within the County. The RRVUAS Unit is a team of city and county (fire departments / police departments) operating pursuant to North Dakota Century Code Title 40 and Fargo City Code Chapter 5 Police Department and Chapter 9 Fire Protection and Prevention.

The City of Fargo is a political subdivision of the state of North Dakota pursuant to NDCC 40-01-01 and 40-01-02, and its ownership and operation of aircraft by the RRVUAS Unit as such qualifies under 49 U.S.C. § 40102(a)(41)(C) to operate as a public aircraft operator.

The RRVUAS Unit seeks to acquire and operate Unmanned Aircraft Systems ("UAS") to assist in Law Enforcement, Fire Fighting, and Search and Rescue. As operated by the RRVUAS Unit their UAS qualify as "public aircraft" as defined in 49 U.S.C. § 40102(a)(41)(C) and will be operated to fulfill "governmental function(s)" pursuant to 49 USC § 40125(a)(2). The UAS will not be used for "commercial purposes" pursuant to 49 U.S.C. § 40125(b).

Please contact me if you have any questions or if I can be of further assistance.

Sincerely,

Nancy J. Morris, City Attorney  
Fargo, ND



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**Fire Department**  
637 NP Avenue  
Fargo, ND 58102  
Phone: 701.241.1540 | Fax: 701.241.8125  
[www.FargoND.gov](http://www.FargoND.gov)

## **MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: SEPTEMBER 25, 2024**

**SUBJECT: JOINT TRAINING PROGRAM AGREEMENT FOR WEST FARGO AND FARGO FIRE DEPARTMENTS RECRUITS**

At the beginning of 2020, the Fargo and West Fargo Fire Departments began a trial of hosting a Joint Fire Training Academy. Chief Fuller and I recognized that with West Fargo transitioning to a full-time career department, it would be best for both organizations to look at cooperative measures to enhance the safety of both our communities.

Both agencies projected the need to hire several employees throughout the upcoming years. It made sense to Chief Fuller and I that a Joint Academy would be a good first step. Since the first academy, ten more have occurred. The processes have been revised and a Joint Training Program agreement was drafted.

**RECOMMENDED MOTION:**

Authorize the Mayor and staff to sign the Joint Fire Training Program Agreement for the West Fargo and Fargo Fire Departments.

## MEMORANDUM OF UNDERSTANDING

RELATED TO JOINT TRAINING PROGRAM FOR WEST FARGO AND FARGO FIRE DEPARTMENT RECRUITS

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the City of West Fargo, North Dakota, a municipal corporation (hereinafter referred to as “West Fargo”), and the City of Fargo, North Dakota, a municipal corporation (hereinafter referred to as “Fargo”).

WHEREAS, the West Fargo Fire Department and Fargo Fire Department (collectively, the “Fire Departments”) provide fire protection services in their respective jurisdictions; and

WHEREAS, due to the close proximity of the City of West Fargo and the City of Fargo, availability of staff, and other resources, it is in the best interest of the parties to enter into this MOU to partner together to provide for efficient and effective training for incoming recruits of the Fire Departments; and

WHEREAS, by providing a joint training program, recruits are equally equipped with knowledge and skills, and the collaborative approach allows the parties to better serve the residents of the Fargo-West Fargo community; and

WHEREAS, the parties desire to memorialize the terms, rights, and responsibilities in writing under this MOU.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the parties agree as follows:

1. **Purpose.** This MOU is made pursuant to N.D.C.C. § 54-40.3-01, which authorizes the joint and cooperative exercise of powers common to contracting parties. The law of the State of North Dakota provides that political subdivisions have the power to make and enter into mutual aid agreements with other political subdivisions in order to effectively provide public safety services during emergency situations. The purpose of this MOU is to allow the City of West Fargo and City of Fargo to partner together to provide an efficient and effective training program for Fire Department recruits. In light of the existing mutual aid agreements and the similarity in their training needs, a collaborative training approach promotes consistency in regional Fire Services and better service to residents.
2. **Not a Separate Political Subdivision.** This MOU is not intended to create a separate political subdivision. The parties will work in a collaborative manner to provide a joint training program for Fire Department recruits. The parties agree and acknowledge that each may not exercise any power on behalf of the other unless that power is expressly granted in this MOU.
3. **Definitions.** All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this MOU as defined in this Section, unless a different meaning clearly applies from the context.

“*City of Fargo*” means the City of Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

*"City of West Fargo"* means the City of West Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

*"Effective Date"* means the date of approval and execution of this MOU by the West Fargo Board of City Commissioners and the Fargo Board of City Commissioners, whichever is later.

*"Fire Department(s)"* means, collectively, the West Fargo Fire Department and the Fargo Fire Department.

*"Fire Services"* means all services which the Fire Departments provide, including, but not limited to fire suppression services, emergency medical services, fire inspections, fire investigations, public education, code enforcement, major plans review, technical rescue, and hazmat operations response.

*"MOU"* means this Memorandum of Understanding for a joint training program for Fire Department recruits by and between the City of West Fargo and the City of Fargo.

4. Joint Training Program. The parties intend that recruits will participate in a training program for a certain length of time that is agreed upon by the Fire Departments that best fits the mutually agreed upon training needs. Upon completion of the training program, the recruits shall have knowledge and skills necessary to provide firefighting services, including, but not limited to, Emergency Medical Technician, Firefighter 1, Firefighter 2, and Hazmat Operations certifications. The fire chief of each party shall meet at least once per year to review goals, schedules, costs, and any other operational concerns.
5. Curriculum. The parties shall design and develop training curricula, objectives, and requirements for the training program. Any and all changes to the curriculum shall be agreed upon by both parties. Training curricula, objectives, and other requirements shall be consistent with federal and state law, regulations, and applicable certification requirements for firefighters in North Dakota.
6. Personnel. The parties shall provide at least one (1) individual to lead the training program on behalf of each Fire Department. The parties shall coordinate to ensure additional personnel are available to provide adequate instruction to recruits in the training program. The parties agree and acknowledge that personnel may instruct, coach, correct, and give feedback to recruits, irrespective of whether the recruit comes from the City of West Fargo or the City of Fargo.
7. Equipment. The parties shall furnish, provide, and maintain in safe working condition, all equipment to satisfactorily carry out the training program. Personnel are responsible for reporting any damaged or malfunctioning equipment to individuals leading the training program on behalf of the respective fire department. Vehicles shall be subject to an annual inspection with any deficiencies to be corrected by the appropriate fire department. The parties agree and acknowledge that recruits may utilize equipment owned by either Fire Department. Equipment provided by the Fire Departments for the use covered by this MOU shall meet all applicable safety standards for equipment as contained in appropriate federal and state laws, regulations, and rules. All equipment individually acquired by either party shall remain the property of that party.



8. Damage to or Destruction of Equipment. Each party is responsible for damage to its own equipment in providing training under this MOU, unless caused by negligence or intentional act of the other party to this MOU. If the other party to this MOU, its officers, agents, or employees, negligently or intentionally causes damage to the other party's equipment, that party is responsible for repairing or replacing the damaged equipment.
9. Conduct.
  - a. Any recruit may be summarily suspended from the training program for violations of any of the rules and regulations or other orders of the fire departments, including, but not limited to, insubordination, being under the influence of alcohol or controlled substances, disrespect or abuse toward personnel or other recruit(s), conduct unbecoming of an employee of the Fire Department, conduct prejudicial to good order, or incompetence.
  - b. In all matters of general conduct not specifically covered by this MOU, all recruits shall be governed by the ordinary rules of good behavior observed by law abiding self-respecting citizens, and shall be subject to disciplinary action for conduct tending to bring unfavorable reflections upon the Fire Department.
  - c. Recruits acting in violation of the rules and regulations or orders of the respective fire departments are subject to immediate corrective action, reprimand, or dismissal from the training program. The parties agree and acknowledge that any corrective action, reprimand, or dismissal shall be documented in writing and provided to the representative of the responsible Fire Department. The parties agree the recruits must follow the rules and regulations or orders of each Fire Department. The parties agree to accept written documentation of misconduct or other unacceptable behavior of either party's employees through the progression of the training program. The parties agree that each Fire Department has the right to provide corrective action, reprimand, or dismissal of any recruit, regardless of which Fire Department the recruit is employed by. However, the Fire Departments shall jointly discuss any disciplinary action unless there is an emergency situation which does not allow time to jointly discuss.
10. Financial Matters.
  - a. Each party shall maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this MOU and maintain such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to this MOU. These records shall be subject, at all reasonable times, to inspection, review or audit by the other party, its authorized representative, or other governmental officials authorized by law to monitor this MOU.
  - b. The parties may develop a rotating schedule to pay for costs of consumables, including, but not limited to, utilities, propane, supplies, and other costs permitted by this MOU. The party being reimbursed produce twice yearly billing statements that include fees and any additional costs permitted by this MOU. The party responsible for paying shall remit payment within thirty (30) days of receipt of the invoice.



11. Responsibility for Employees. Each party shall compensate its own employees for any time spent organizing the training program, providing instruction, attending training sessions, or other related activities. Neither party shall be liable for nor obligated to pay the other party's employee wages, leave, or any other benefit of employment, nor to pay any health premiums, or tax which may arise as an incident of employment. Any employees who are due overtime as a result of a training exercise or other activities will be paid such overtime by their respective employer.
12. Independent Professional Judgment. Nothing in this MOU shall be construed to interfere with or otherwise affect the rendering of Fire Services by the Fire Departments in accordance with the independent professional judgment of Fire Department personnel.
13. Indemnification and Release.
  - a. As permitted by applicable law, the parties will indemnify, defend, and hold harmless each other, each other's officers, employees, and agents from and against any and all claims by or on behalf of any person or persons for damages caused by the services provided under this MOU, and for injury or property damage arising from services provided under this MOU.
  - b. Nothing herein will be deemed a waiver by the parties of the limitations on liability set forth in N.D.C.C. § 32-12.1-03, and both party's obligation to indemnify, hold harmless, and defend the other party will be limited by the limitations on liability set forth in N.D.C.C. § 32-12.1-03, less any amounts which that party is required to pay on its own account, or on account of that party's officer, agents, or employees.
  - c. Under no circumstances will a party be required to pay on behalf of itself and the other party, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1-03 applicable to any one (1) party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for either party.
14. Workers' Compensation. Both parties to this MOU will be responsible for its own actions and those of its officers, agents, and employees. The parties will be responsible for complying with North Dakota workforce safety rules and for enrollment of its staff and employees with North Dakota Workers' Compensation.
15. Liability Insurance. The parties agree to obtain public liability insurance coverage with coverage limits which, at a minimum, equal the liability limits set forth in N.D.C.C. § 32-12.1-03 at all times. The policy must be with an insurance company licensed to do business in the State of North Dakota: 1) by being a qualified self-insured company; or 2) by being a member of a group self-insurance association. The parties agree that enrollment for coverage with the North Dakota Insurance Reserve Fund equal to, or greater than, the stated coverage limits is deemed to satisfy this requirement.

The parties are responsible for complying with the motor vehicle financial responsibility laws of the State of North Dakota. The parties agree to obtain automobile liability coverage with coverage limits which, at a minimum, equal the liability limits set forth in N.D.C.C. § 32-12.1-03 at all

times. Coverage must be extended to owned, non-owned, and hired vehicles by a policy with an insurance company licensed to do business in the State of North Dakota: 1) by being a qualified self-insured company; or 2) by being a member of a group self-insurance association. The parties agree that enrollment for coverage with the North Dakota Insurance Reserve Fund equal to, or greater than, the stated coverage limits is deemed to satisfy this requirement.

16. Termination. This MOU shall be in full force and effect for a period of five (5) years from the Effective Date. This MOU may be terminated at any time upon thirty (30) days' written notice thereof to the other party.
17. Open Records. The Fargo and West Fargo fire departments shall cooperate in responding to any request for documents by any third party to the extent such documents may be required to be disclosed under N.D.C.C. § 44-04 regarding open records laws.
18. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:                      City of Fargo  
                                          Attn: Fire Chief  
                                          Fargo City Hall  
                                          637 NP Avenue  
                                          Fargo, ND 58102

If to West Fargo:              City of West Fargo  
                                          Attn: Fire Chief  
                                          1201 10<sup>th</sup> Avenue E  
                                          West Fargo, ND 58078

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

19. Time of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.
20. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the matters contained herein. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
21. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

22. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this MOU, or the right to enforce each and every term of this MOU.
23. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.
24. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.
25. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
26. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.
27. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.
28. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.
29. Severability. In the event that any term, part, or provision of this MOU is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this MOU.
30. Execution in Counterparts; Electronic Signatures. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.
31. Effective Date. This MOU becomes effective on the date of the last signature appearing below.

*(Signatures appear on the following pages.)*

IN WITNESS WHEREOF, the parties approved this MOU on the date first written above.

CITY OF WEST FARGO:

---

Bernie L. Dardis, President of the Board of City Commissioners

ATTEST:

---

Dustin Scott, City Administrator

As to form of this MOU:

---

Daniel M. Fuller, Fire Chief

CITY OF FARGO:

---

Timothy Mahoney, M.D., Mayor

ATTEST:

---

Steven Sprague, City Auditor

As to form of this MOU:

---

Steven J. Dirksen, Fire Chief




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

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**FARGO CASS PUBLIC HEALTH**  
ADMINISTRATION  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701.241.1360  
[FargoCassPublicHealth.com](http://FargoCassPublicHealth.com)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** JENN FAUL   
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 24, 2024

**RE:** MASTER SERVICE AGREEMENT WITH ADSHARK FOR  
TOBACCO CESSATION CAMPAIGN.  
RFP: RFP24278  
FUNDS: \$100,000  
EXPIRES: 07/2025

The attached master service agreement is for AdShark to provide ad and campaign development for tobacco cessation with Fargo Cass Public Health (Funds from Grant HE49).

### BUDGET ADJUSTMENT

No budget adjustments.

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

### **Suggested Motion:**

Move to approve agreement of services with AdShark.

JF/lls  
Attachment

ADSH)RK

# City of Fargo

Tobacco Campaign | 2024 - 2025

Prepared by: Jack Yakowicz

September 6th, 2024



# Introduction

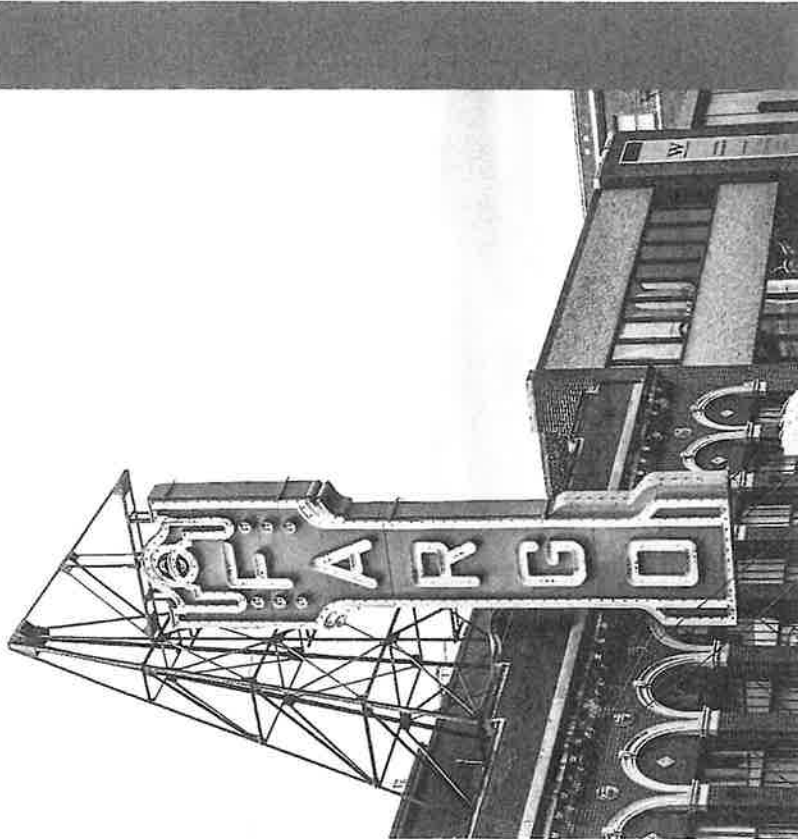
Our team is honored to be working with The City of Fargo & Fargo Cass Public Health on this campaign to promote tobacco prevention topics throughout Cass County.

Our performance marketing agency will be focused on using a mixed media strategy – including both digital ads & traditional ads – to help promote messaging throughout the community.

The main point of contact from AdShark for all contract-related items is Jack Yakowicz, the Director of Operations. His email is [jack@adshark.com](mailto:jack@adshark.com). He will be happy to answer any questions that arise based on this document.

The following pages will walk through details that were shared in our original proposal, and this document will serve as the contract between City of Fargo x AdShark for the work that will be completed.

Thank you!





# Project Details

## Requirements

Our agency will be involved with developing ad campaigns, preparing a strategic plan for message promotion, developing media messages, handling all media buying, coordinating with the FCPH team, and finding ways to optimize the campaign & improve results – ultimately helping the City maximize their investment.

## Deliverables

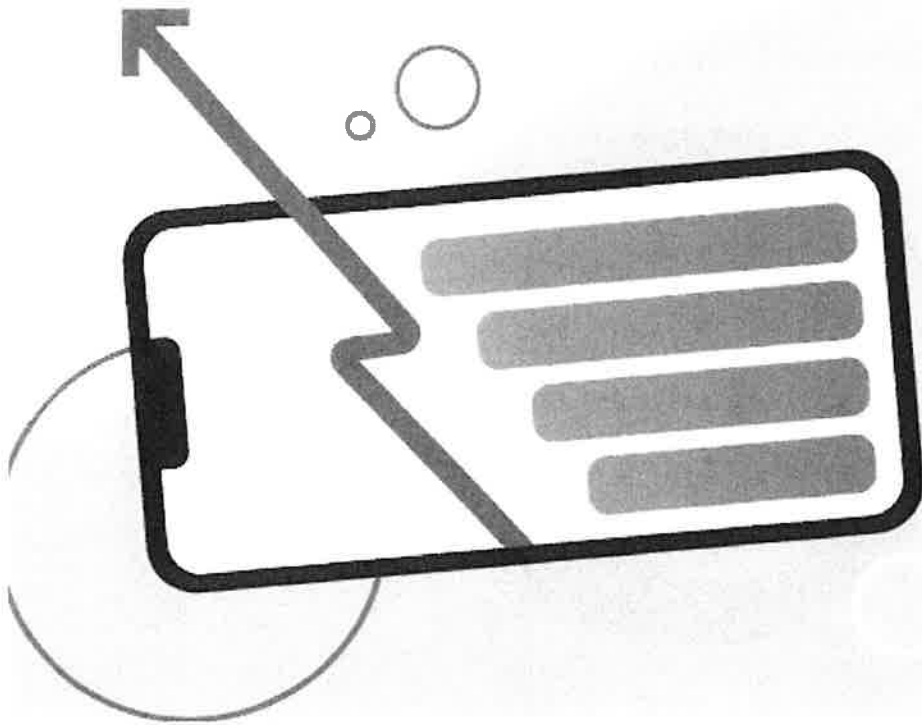
- Ad and campaign development - including both digital/online and traditional
- Media planning and purchasing for desired audiences
- Projections of results related to advertisements, and reporting on results during campaigns
- Additional materials such as educational materials or content to reach specific target populations
- Monthly invoices outlining work accomplished

## Schedule

- October 2024 - July 2025 (9 months)

## Terms & Conditions

Payments will be billed when work has begun, and payment will be due 30 days from the date of invoice. All invoices are payable within 30 days of receipt. Contract may be terminated by either party, and termination of services and contract will take effect 30 days from date of termination notice.



# Campaign Overview

## Our Channels

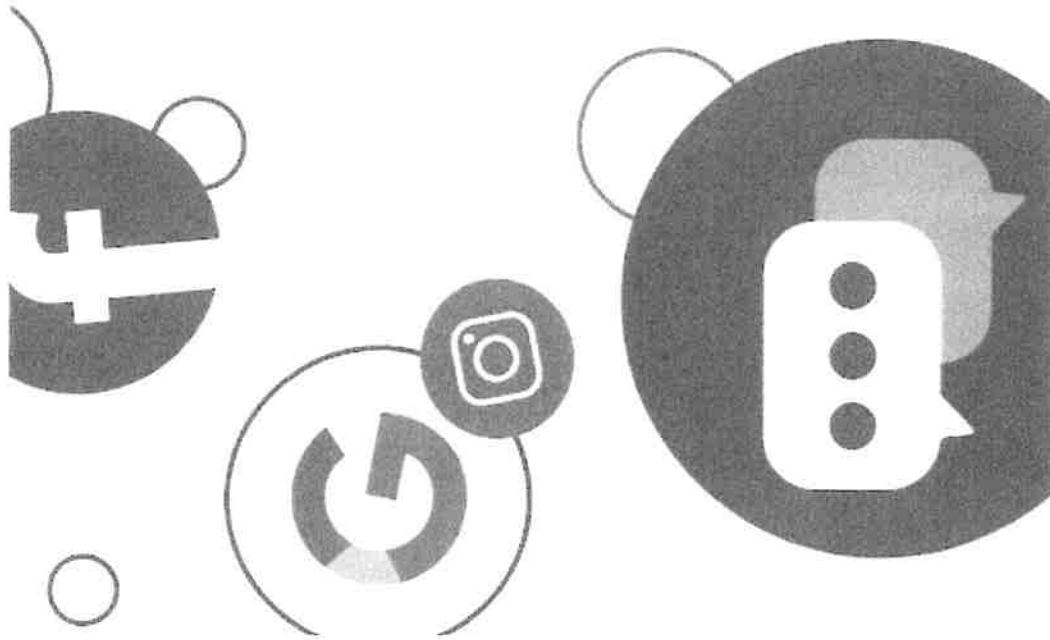
- Digital Ads – focused on audience segmentation and messaging in short-form content that drives engagement & traffic to resources
  - Includes Meta Ads, TikTok Ads, YouTube Ads, and Hulu Ads
- Traditional Ads – focused on reaching additional audiences in more traditional forms of media, for those who are less engaged online.
  - Includes TV Ads, Radio Ads, Newspaper & Standard Ad Package (Forum/InForum)

## Target Audience

- Cass County, ND
- Ages 16-65+, all genders
- Particular focus on special populations: American Indians, individuals with mental health and SUDs, individuals with low socioeconomic status, youth & young adults, and pregnant women.

## Creative Strategy

We plan to deploy a strategy that utilizes a recognizable brand and slogan that can be carried out across all formats – digital and traditional. However, we would develop unique and differentiated ad concepts and messaging that speak to each target audience, hitting at pain points/motivators that resonate most with them (i.e. for Youth & Young Adults, don't be tricked by the colorful, candy-like packaging of vapes // for Pregnant mothers – how vaping can directly put your baby at risk, etc.). Our plan is to develop photo, video, and design that can be used across all mediums – but we would edit assets to perform best on each channel.



# Campaign Overview (cont.)

## Approach to Data

Our team would closely track & report upon performance metrics, and build a custom dashboard (example) to highlight how campaigns are performing. This data will help us optimize campaigns, including, *making recommendations to City of Fargo team about reallocating budget based on top-performing channels, A/B testing creative, and more.*

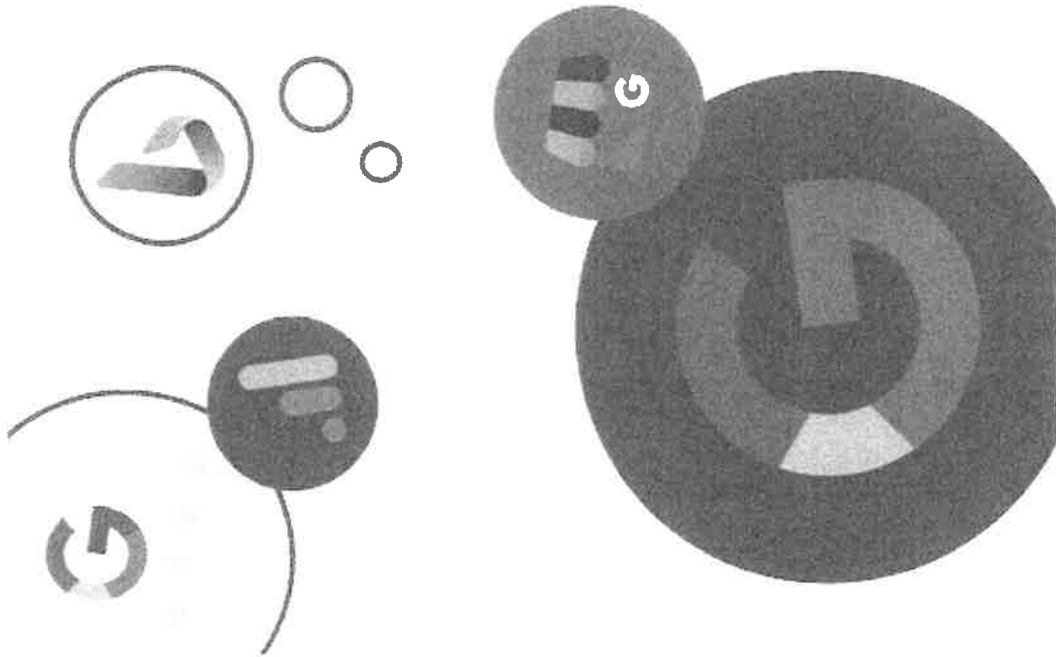
**Data tracking tools we may request to set up would include: Google Analytics, Google tag Manager, CallRail, Meta Pixel, and more.**

## Onboarding Plan

- **Discovery Session:** 60-90 minute session to "kick off" our work together and discuss accounts we need access to, clarify details of project, and ask questions to build plan
- **Research & Strategy:** internal team meetings & efforts to conduct research, develop concepts, discuss launch strategy, and build a presentation to outline our plans.
- **Creative Development:** upon approval, begin developing creative, including working with your team to collect any existing assets, shooting new assets, designing, and finalizing our mockups for review
- **Account Development:** getting accounts set up, tracking and reporting put in place, and completing our final preparations for launch.

## On-Going Management

- Once campaigns are launched, we will have four parts of our ongoing management including: **a - routine checkins and insight meetings, b - optimizing ad campaigns, c - data analysis and reporting, and d - troubleshooting issues.**



# Deliverables & Team

## Deliverables

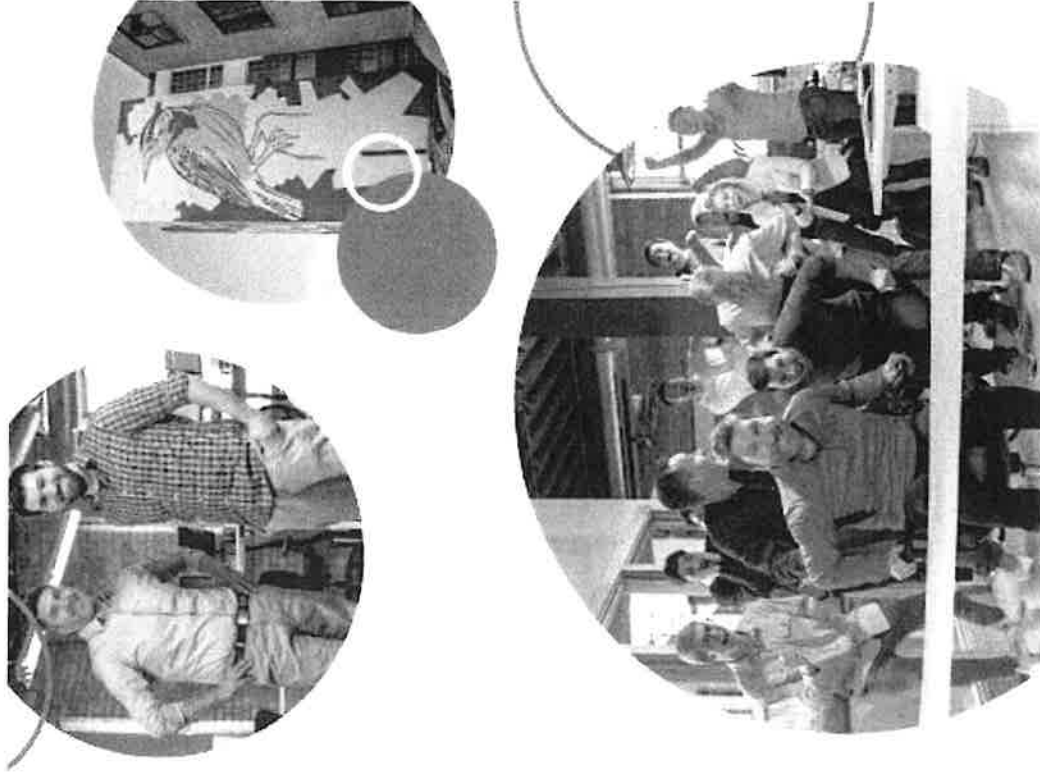
- Ad assets and campaign materials for online & traditional campaigns
- Strategy, execution, and optimization of media buying efforts
- Developing launch strategy & adjusting strategy based on data
- Creative mockups for approval
- Monthly insight meetings (and additional emailed reports or check-ins)
- Reports to highlight the value of advertising efforts
- Additional marketing guidance or strategic recommendations
- An award-winning client experience from our agency

## The Team

- **AdShark:**
  - Jack Yakowicz (onboarding), Rick Berg (onboarding), Whitney Jensen (marketing strategy), Gavin Longthorne (marketing strategy), Bri Lee (creative strategy).
  - Other team members may be brought in to execute creative work.
- **Kelner Communications:** Elle Anderson and Karen Kelner will be utilized for traditional media buying efforts

## Main Points of Contact

- **During Onboarding Phase:** Jack Yakowicz ([jack@adshark.com](mailto:jack@adshark.com)) will be project managing and will serve as your main point of contact
- **Upon Work Starting:** Gavin Longthorne ([gavin@adshark.com](mailto:gavin@adshark.com)) will be project managing and communicating.



Cost Proposal

Category	Subcategory	Explanation	Cost
Creative	Video, Photo, Graphic Design, Copywriting and Creative Strategy Paper	talent involved in any creative strategy and production for ads	\$10,800
	Digital Marketing	Advertising spend going to Facebook & Instagram	\$22,500
		Advertising spend going to Facebook & Instagram	\$8,100
		Advertising spend going to Facebook & Instagram	\$10,800
		Advertising spend going to Facebook & Instagram	\$7,200
		For ongoing strategy to enhance optimization, reporting, tracking & account management	\$10,600
Traditional Marketing	TV, Radio, Print, Magazine, Billboard, Direct Mail, etc.	15 TV Ads   News Access   10 months	\$12,787,50
	Radio Advertising	15 Radio Ads   10 months	\$8,062,50
	Forum/Newspaper	Full Page Full Color Print Ad	\$1,150
	Monumental Digital	BOV standard ad Package   100k Impressions/biweekly   10 months	\$8,000
	TOTAL COSTS		\$100,000

# Investment Breakdown & Terms

## Payment Terms

Payments for monthly retainer will be billed when work has begun. Payment will be due 30 days from date of invoice.

## Invoices & Late Fees

All invoices are payable within 30 days of receipt. A late fee service charge of 1.5% will be added to all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client is responsible for all collection or legal fees necessitated by lateness or default in payment.

## Commitments & Termination

**No long-term commitments.** We only suggest a 3-month verbal commitment. Contract may be terminated by either party for any reason with a written or electronic notice. Termination of services and contract will take effect 30 days from date of termination notice.

## Planned Timeline:

Strategy & Creative in Sept/Oct – launch in November '24 (and ads running from Nov '24 – Jul '25)

Service	Description	Investment
<b>Creative Fees</b> (one-time fee)	Labor involved in creative strategy and production for ads <b>*billed immediately*</b>	\$10,800
<b>Digital Advertising Spend</b> (monthly)	Advertising spend going directly to Meta, TikTok, YouTube, Hulu <b>*billed each month – projected 8 months, but if we cannot launch until December (7 months), amount per mo. will increase*</b>	\$6,075/mo. <b>\$48,600 total</b>
<b>Management Fee for Digital</b> (AdShark's Fees) (monthly)	Fee for continual labor, management, reporting, tracking, account management. <b>*billed each month, including October when our work and tracking setup will begin* – \$200 discount for month 1</b>	\$1,200/mo. <b>\$10,600 total</b>
<b>Traditional Marketing</b> (Varies)	TV, Radio, Forum/Newspaper, and inform.com package <b>*billed at various timelines based on launch – total investment is listed to the right*</b>	\$30,000
<b>Total Investment</b>		<b>\$100,000</b>

# Master Service Agreement

1. **Consent.** By signing the AdShark Proposal (the “**Proposal**”), you accept and consent to all terms in this Service Agreement (the “**Agreement**”). This Agreement constitutes a legally binding contract between you and AdShark.

2. **Service; Fee.** The Proposal defines the service (“**Service**”), fee (“**Fee**”), payment terms (“**Payment Terms**”), and Agreement term (the “**Term**”). Each is incorporated by reference.

3. **Independent Contractor Relationship.** The parties stipulate this is an independent contractor relationship and no other type of relationship. AdShark retains exclusive control over the operative methods of the Service. AdShark is not your employee, agent, partner, or fiduciary.

4. **Your Representations.** You represent and warrant to AdShark that the following statements are true: (4.1) You have the full power and authority to execute, deliver, and perform this Agreement; (4.2) Your execution, delivery and performance of this Agreement does not give rise to any Third Party Claim, violate Applicable Law, or require any Third Party Consent; (4.3) You’ve carefully read this Agreement; (4.4) You’ve had a meaningful opportunity to communicate to AdShark your questions, comments, and concerns related to this Agreement; (4.5) You understand that the Agreement is not a “take-it-or-leave it” contract and that you can negotiate the terms of this Agreement; (4.6) You understand you may engage another vendor for the same or similar service; (4.7) The Service is not a public or essential service; and (4.8) You are under no duress, menace, threat, coercion, or compulsion to sign this Agreement.

5. **DISCLAIMERS AND WAIVERS:** TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU, FOR YOURSELF AND ON BEHALF OF YOUR RELATED PARTIES, AGREE AS FOLLOWS:

5.1 **WARRANTY DISCLAIMER.** NOTWITHSTANDING THE PROPOSAL, ADSHARK PROVIDE ITS SERVICE “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5.2 **FEE DISPUTE WAIVER.** IF YOU DO NOT NOTIFY ADSHARK OF A FEE DISPUTE IN WRITING WITHIN 30 DAYS AFTER ADSHARK INVOICES YOU, YOU WAIVE ALL CLAIMS AGAINST ADSHARK TO DISPUTE THE FEE.

5.3 **JURY WAIVER.** YOU IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL.

## 6. Agreement Construction and Application

6.1 **Definitions.** In addition to terms defined in the body of this Agreement, the following terms shall have the following meanings:

- (a) “**Applicable Law**” means all applicable international, federal, state, and local laws, regulations, ordinances, resolutions, and treaties.
- (b) “**Claims**” include any obligation, contractual duty, promise, covenant, agreement, contract, representation, warranty, charge, complaint, dispute, difference, legal duty (including the duty of care and any fiduciary duty), claim, liability, controversy, damages, injuries, relief, remedy, action, cause of action, suit, lawsuit, debt, right, demand, cost, loss, and expense, whether known or unknown, suspected or unsuspected, asserted or unasserted, accrued or contingent, past or future, direct or indirect, at law or in equity.
- (c) “**Consent**” includes any filing, registration, license, permit, consent, authorization, or approval.
- (d) “**Person**” means any natural person, firm, partnership, association, corporation, limited liability company, company, trust, other organization (whether or not a legal entity), public body or government agency.
- (e) “**AdShark Parties**” means AdShark and AdShark’s members, governors, managers, officers, employees, agents, contractors, insurers, representatives, attorneys, successors, and assigns.
- (f) “**Third Parties**” means any Person not a Party to this Agreement.
- (g) “**You**” means you, the user of the Service.
- (h) “**Your Related Parties**” means you and your members, shareholders, partners, general partners, limited partners, governors, directors, managing partners, managers, officers, employees, agents, contractors, insurers, representatives, attorneys, successors, and assigns.

**6.2 Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to this Agreement subject matter. This Agreement supersedes all other representations, warranties, agreements, whether written or oral, between the Parties.

**6.3 No Reliance or Inducement.** If any party has made any representation to another party that is not contained in this Agreement, such party represents to each other party that it has not relied upon the representation and it has not induced it to enter into this Agreement.

**6.4 Governing Law.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the **State of North Dakota**.

**6.5 Recitals.** The Parties stipulate the factual representations in the recitals are accurate and true.

**6.6 No Third-Party Beneficiaries.** This Agreement has no Third-Party beneficiaries.

**6.7 Subject Matter Jurisdiction.** The Parties agree **North Dakota** has exclusive subject matter jurisdiction for all suits, actions, and proceedings related to this Agreement.

**6.8 Personal Jurisdiction.** The Parties agree **North Dakota** has personal jurisdiction for all Claims related to this Agreement.

**6.9 Venue.** The Parties agree **Cass County District Court** is the sole proper venue for all Claims related to this Agreement.

**6.10 Further Assurances.** The Parties shall execute all documents and perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement.

**6.11 Modification.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by all Parties.

**6.12 Drafting of Agreement.** This Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused the party's legal representative to draft any of its provisions.

**6.13 Force Majeure.** In no event shall AdShark be responsible or liable to you for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, viruses, bacteria, pandemics, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications, or computer (software and hardware) services.

**6.14 Headings.** Headings are included for reference purposes only and are not to be given any substantive effect.

**6.15 No Implied Waivers.** If a party delays or fails in exercising its right or remedy, such delay or failure shall not operate as an implied waiver.

**6.16 Severability.** If any court holds a provision of this Agreement is unenforceable, then that provision shall be modified to the minimum extent necessary to make the provision enforceable, the rest of this Agreement will remain in effect as written, and any unenforceable provision shall remain as written in any circumstances other than those in which the provision is held to be unenforceable.

**6.17 Survival.** Each party's representations and obligations under this Agreement survive termination and therefore shall continue in full force and effect.

**6.18 Binding Provisions.** This Agreement binds each party and each party's heirs, personal representatives, successors, and assigns.

**6.19 Assignment.** This Agreement is personal to you. You shall not assign your rights or delegate your duties without AdShark's written consent, which may be withheld for any reason or no reason at all. AdShark reserves the right to assign its rights and delegate its duties without your consent.









# Revised - AdShark x City of Fargo - Tobacco Contact - September 2024

Final Audit Report

2024-09-16

Created:	2024-09-16
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtUQflhOSpH8L9FdpEshqJWMKB-OIEu8

## "Revised - AdShark x City of Fargo - Tobacco Contact - September 2024" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2024-09-16 - 7:26:39 PM GMT
-  Document emailed to rick@adshark.com for signature  
2024-09-16 - 7:27:01 PM GMT
-  Email viewed by rick@adshark.com  
2024-09-16 - 9:22:40 PM GMT
-  Signer rick@adshark.com entered name at signing as Rick Berg  
2024-09-16 - 9:24:05 PM GMT
-  Document e-signed by Rick Berg (rick@adshark.com)  
Signature Date: 2024-09-16 - 9:24:07 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-16 - 9:24:07 PM GMT

# Acceptance of Contract

TSteiner@FargoND.gov & L.Sall@FargoND.gov  
Email Address for billing/invoices

## Signatures



Jenn Faul, Director of Public Health

09/16/2024

Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

ATTEST:  
Steve Sprague, City Auditor



Rick Berg (Sen. 16, 2024, 1624 CD)

AdShark Marketing  
Rick Berg, CEO

9/16/2024

Date

# Thank You!



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

(23)

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

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
DIRECTOR OF PUBLIC HEALTH

**DATE: SEPTEMBER 24, 2024**

**RE: AGREEMENT FOR SERVICES BETWEEN CLAY COUNTY  
PUBLIC HEALTH AND FARGO CASS PUBLIC HEALTH.  
FUNDS: MAXIMUM OF \$5,000  
EXPIRES: 12/30/2024**

The attached agreement of services between Clay County Public Health and Fargo Cass Public Health is for services that Fargo Cass Public Health will supply to Clay County Public Health.

### BUDGET ADJUSTMENT

No budget adjustments.

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

### **Suggested Motion:**

Move to approve agreement of services with Clay County Public Health.

JF/lls  
Attachment

AGREEMENT FOR SERVICES

**THIS AGREEMENT**, effective the 1st day of July 2024, by and between Clay County Public Health ("CCPH"); and Fargo Cass Public Health ("FCPH")

**NOW THEREFORE**, it is hereby agreed by and between the parties here to as follows:

- A. **Term of Agreement:** The parties entered into a written agreement for the period of July 1, 2024 through December 30, 2024
- B. **Services to be provided by Fargo Cass Public Health to Clay County Public Health:**
1. FCPH will support Clay County Public Health by providing the following:
    - a. Advising, consulting, supporting, and educating the CCPH emergency preparedness coordinator and or designee as necessary respective to Minnesota and North Dakota Public Health Emergency Preparedness (PHEP) and City Readiness Initiative (CRI) duties, responsibilities, and mandates.
      - i. Review, discuss, and subsequently assist in completing the BPS (PHEP & CRI) mid-year grant duty reporting.
      - ii. Assist in completing the BPS (PHEP & CRI) mid year grant duty reporting.
  2. FCPH will review and discuss planning and response operations respective to the functions identified in ESF#8 (Health and Medical).
  3. Additionally, FCPH will provide consulting support and training as needed respective to the following areas:
    - a. The 15 PHEP capabilities including functions, tasks, and resource elements including and overview regarding the structural and operational differences between how ND and MN health department's function.
    - b. Cross border and local emergency response plans including:
      - i. Mass casualty/care response plans.
      - ii. Medical countermeasure (SNS) and (RSS) response and operational plans.
      - iii. COOP plans.
      - iv. Tactical communication and public information plans.
      - v. Emergency Operational Command operations and LPH interface.
    - c. Emergency management and LPH operational structures, including cross border and local jurisdictional response responsibilities.
    - d. Medical reserve core and (MN Responds).
    - e. Healthcare coalitions and LPH integration.

H. **Confidentiality:** FCPH and or any independent contracting consultant designee agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under Minnesota and North Dakota law.

**IN WITNESS** thereof, this purchase of service agreement has been executed between Clay County Public Health and Fargo Cass Public Health on the date executed below.

CLAY COUNTY PUBLIC HEALTH:

  
Chair, County Commissioner

8/13/24  
Date

  
Kathy McKay, Public Health Administrator

7-1-2024  
Date

CITY OF FARGO, NORTH DAKOTA:

\_\_\_\_\_  
Timothy Mahoney, Mayor, City of Fargo

\_\_\_\_\_  
Date

  
Jenn Faul, Fargo Cass Public  
Health Director of Public Health

09/24/2024  
Date

\_\_\_\_\_  
ATTEST: Steve Sprague, City Auditor



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**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
DIRECTOR OF PUBLIC HEALTH

**DATE: SEPTEMBER 13, 2024**

**RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH  
EMERGENCY PREPAREDNESS (PHEP) CITY READINESS  
INITIATIVE (CRI).**  
**NO: G23.908 CFDA: 93.069**  
**FUNDS: \$158,000**  
**EXPIRES: 06/30/2025**

The attached notice of grant award is for Public Health Emergency Preparedness – City Readiness Initiative.

**BUDGET ADJUSTMENT**

No budget adjustments.

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

**Suggested Motion:**

Move to approve this grant award amendment from the ND Department of Health and Human Services.

JF/lls  
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

Grant Number G23.908	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2024	Grant End Date 6/30/2025
Federal Award Date	Federal Awarding Agency Department of Health and Human Services		

This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program PHEP – City Readiness Initiative (CRI)		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611S327-11	
Grantee Name Fargo – Cass Public Health		Project Director Tim Wiedrich, Director	
Address 1240 – 25 <sup>th</sup> Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Jennifer Faul		Contact Name Juli Sickler, Unit Director	
Telephone Number 701-241-1380		Telephone Number 701-328-2293	
Email Address jfaul@fargond.gov		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$158,000	\$0	\$158,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$158,000	\$0	\$158,000
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

**Scope of Service**

Grantee will complete the activities identified in Attachment A.

**Reporting Requirements**

Expenditure reports must be submitted within 30 days of incurring expenses or as required by the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2025, must be received by July 15, 2025. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2025, for the period of July 1, 2024, through December 31, 2024. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2025, for the period of January 1, 2025, through June 30, 2025. Payments will be processed upon Department approval of expenditure reports and progress reports.

**Special Conditions**

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023, to June 30, 2025 [Finance Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 9/13/2024	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
<p>If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.</p>			

**Contract: G23.908**  
**Fargo/Cass Public Health CRI**  
**Attachment A**

- Determine threshold criteria for shifting from a clinical dispensing model to a non-clinical model of dispensing.
- 8. All plans must be available in the NDDHHS HAN Document Library. CRI plans must be reviewed and updated annually.

Please refer to the activities outlined in the attached document titled ***PHEP Notice of Funding Opportunity: Cities Readiness Initiative Supplemental Guidance*** dated ***April 2024***. Other activities not included in this Notice of Grant Award must be mutually agreed upon between Fargo Cass Public Health and the North Dakota Department of Health and Human Services Emergency Preparedness and Response Unit Director.





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

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

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
DIRECTOR OF PUBLIC HEALTH

**DATE: SEPTEMBER 24, 2024**

**RE: NOTICE OF GRANT AWARD FOR HIV HCV COUNSELING,  
TESTING, AND REFERRAL (CTR).  
NO: G23.1018 CFDA: 93.940 FOR \$39,100  
FUNDS: \$44,000  
EXPIRES: 05/31/2025**

The attached notice of grant award is for HIV HICV Counseling, Testing, and Referral.

### BUDGET ADJUSTMENT

No budget adjustments.

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

### **Suggested Motion:**

Move to approve this grant award amendment from the ND Department of Health and Human Services.

JF/lls  
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
SFN 53771 (04-2023)

Grant Number G23.1018	CFDA Name HIV: HIV Prevention Activities Health Department Based GF: Not Applicable		CFDA Number HIV: 93.940 for \$39,100 GF: Not Applicable for \$4,900
FAIN Number HIV: GF: Not Applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 8/1/2024	Grant End Date 5/31/2025
Federal Award Date HIV: GF: Not Applicable	Federal Awarding Agency HIV: Department of Health and Human Services, Centers for Disease Control (CDC). GF: Not Applicable		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program HIV.HCV Counseling, Testing and Referral (CTR)		North Dakota Department of Health and Human Services (NDDHHS) Project Code HIV: 2201 S5374 02 \$39,100. GF: 2201 Z1239 01 \$4,900.	
Grantee Name Fargo Cass Public Health		Project Director Lindsey VanderBusch, MPH	
Address: 1240 25th Street South		Address: 600 E Boulevard Ave, Dept 325	
City/State/ZIP Code: Fargo, ND 58103		City/State/ZIP Code: Bismarck, ND 58505-0250	
Contact Name: Jenn Faul		Contact Name: Lindsey VanderBusch	
Telephone Number: 701.241.1380		Telephone Number: 701-328-4555	
Email Address: JFaul@FargoND.gov		Email Address: lvanderbusch@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$44,000	\$0	\$44,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$44,000	\$0	\$44,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimis rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Scope of Service Requirements are defined in Attachment A.			
Reporting Requirements Grantee must provide monthly expenditure and progress reports via the Program Reporting System (PRS). Monthly expenditure and progress reports are due 15 days after the end of each month. Final expenditure report for the period ending May 31, 2025 must be received by July 15, 2025. Epidemiologic data must be submitted using the online reporting tool within one week of the specimen collection. Reimbursements will be processed upon Department approval of expenditures and progress reports.			
Special Conditions If Grantee has the ability to bill third-party payers for these services, Grantee is expected to do so as appropriate before requesting reimbursement from the Department.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 09/24/2024	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST:		Steve Sprague, City Auditor	

If attachments are referenced, they must be returned with the signed award.  
If you did not receive attachments as indicated, contact the Program Director identified above.

**G23.1018**  
**Fargo Cass Public Health**  
**Attachment A**

**Scope of Service**

Grantee will provide the following services:

- Collect blood specimens for rapid HIV/HCV testing for persons at risk for infection.
- Provide pre-test and post-test counseling to individuals being screened for HIV/HCV at a time and place appropriate for both the client and provider.
- Collect and provide blood specimens to confirm positive rapid screens to the NDDHHS Laboratory Services Section using the most recent laboratory specimen testing form.
- Submit the mandatory epidemiologic information on all tests performed within one week of specimen collection via online reporting tool.
- Provide hepatitis A and hepatitis B vaccinations to individuals in whom a risk factor has been identified or are positive for hepatitis C.
- Provide community outreach testing and education.
- Ensure access to HIV prevention supplies and educational materials.
- Provide linkage to medical care services for HCV positive individuals.
- Follow all requirements as written in the NDDHHS Counseling, Testing and Referral Manual.
- File necessary records consistent with the Maven Security Policy.
- Conduct evaluative activities as requested by the Department.
- Participate in HIV/HCV CTR site meetings, training and activities as requested.



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**MEMORANDUM**

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** JENN FAUL *JF*  
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 23, 2024

**RE:** NOTICE OF GRANT AWARD FOR COMBATING OBESITY BY  
ADDRESSING PUBLIC HEALTH GAPS IN THE FARGO  
REGION.  
NO: G23.1109 CFDA: 93.991  
FUNDS: \$10,000  
EXPIRES: 09/30/2025

The attached notice of grant award is for combating obesity, addressing community-level barriers to wellness.

**BUDGET ADJUSTMENT**

No budget adjustments.

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

**Suggested Motion:**

Move to approve this grant award amendment from the ND Department of Health and Human Services.

JF/lls  
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

Grant Number G23.1109	CFDA Name Preventive Health and Health Services Block Grant		CFDA Number 93.991
FAIN Number NB01PW000032	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2024	Grant End Date 9/30/2025
Federal Award Date 8/26/2024	Federal Awarding Agency Centers for Disease Control and Prevention (CDC)		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Combating Obesity: Addressing Community-Level Barriers to Wellness		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4521 S314 01	
Grantee Name Fargo Cass Public Health		Project Director Brianna Monahan	
Address 1240 25 <sup>th</sup> Street South		Address 600 E. Boulevard Ave., Dept. 325	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Larry Anenson		Contact Name Brianna Monahan	
Telephone Number 701-241-8575		Telephone Number 701-328-2698	
Email Address lanenson@fargond.gov		Email Address bmonahan@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$10,000	\$0	\$10,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$10,000	\$0	\$10,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate _____% (limited to 15%)	<input checked="" type="checkbox"/> Negotiated/Approved rate of _____10%
<b>Scope of Service</b> Grantee will utilize funds to address public health gaps in the Fargo region including access to food, physical activity, nutrition, and/or other health indicators as determined by the most recent community needs assessments in accordance with grant guidance and Grantee's workplan.			
<b>Reporting Requirements:</b> Grantees must submit expenditure reports quarterly through the Program Reporting System (PRS). Requests are due by the 15th of the month following the end of each reporting period. The deadlines are as follows: Expenditure report for the period ending December 31, 2024 must be received by January 15, 2025. Expenditure report for the period ending March 31, 2025 must be received by April 15, 2025. Expenditure report for the period ending June 30, 2025 must be received by July 15, 2025. Final expenditure report for the period ending September 30, 2025 must be received by October 15, 2025. Expenditure reports must include activity and event participation reports. Reports must utilize the template(s) provided by the Project Director and be attached in PRS. Reimbursement will be processed upon Department approval of the expenditures and reports.			
<b>Special Conditions</b> None.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 09/23/2024	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Jesse L. Tran, PhD, MBA, Assistant Unit Director Health Promotion & Chronic Disease Prevention Unit	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST:		Steve Sprague, City Auditor	

If attachments are referenced, they must be returned with the signed award.  
 If you did not receive attachments as indicated, contact the Program Director identified above.



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Fargo, ND 58103-2367  
Phone 701.241.1360  
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(21)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** JENN FAUL *JF*  
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 23, 2024

**RE:** NOTICE OF GRANT AWARD FOR PUBLIC HEALTH  
EMERGENCY PREPAREDNESS (PHEP) EPR ALL HAZARDS  
ALLOCATION.  
NO: G23.1095 CFDA: 93.069  
FUNDS: \$3,622  
EXPIRES: 06/30/2025

The attached notice of grant award is for Public Health Emergency Preparedness – EPR All Hazards Allocation.

### BUDGET ADJUSTMENT

No budget adjustments.

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

### **Suggested Motion:**

Move to approve this grant award amendment from the ND Department of Health and Human Services.

JF/lls  
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

Grant Number G23.1095	CFDA Name Public Health Emergency Preparedness (PHEP)		CFDA Number 93.069
FAIN Number NU90TP922054	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 9/12/2024	Grant End Date 6/30/2025
Federal Award Date 6/26/2023	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – EPR All Hazards Allocation		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611HLH5274-11	
Grantee Name Fargo – Cass Public Health		Project Director Tim Wiedrich, Director	
Address 1240 – 25 <sup>th</sup> Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Jenn Faul		Contact Name Juli Sickler	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address jfaul@fargond.gov		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$3,622	\$0	\$3,622
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$3,622	\$0	\$3,622
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service Grantee will complete the activities identified in Attachment A.			
Reporting Requirements Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2025, must be received by July 15, 2025. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2025, for the period of July 1, 2024, through December 31, 2025. A year-end progress report, as prescribed by the NDDHHS, must be submitted by July 15, 2025, for the period of January 1, 2025, through June 30, 2025. Payments will be processed upon Department approval of expenditure reports and progress reports.			
Special Conditions The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 09/23/2024	Signature <i>Jenn Faul</i>	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure Section	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST:		Steve Sprague, City Auditor	

If attachments are referenced, they must be returned with the signed award.  
If you did not receive attachments as indicated, contact the Program Director identified above.

**Contract Number: G23.1095**  
**Unit: Fargo Cass Public Health**  
**Attachment A: FY2024-2025**

The following activities are required for reimbursement through this award:

1. Participate in one (1) state-hosted exercise. Exercises are held with the PHEP Statewide Response Team and are open for participation from local public health employees.
2. Attend 75% of state-hosted videoconference meetings. Bi-monthly videoconference meetings will be held with local public health administrators throughout this budget period. Meetings will be held in the months of July, September, November, January, March, and May.
3. Participate in three (3) HAN (Health Alert Network) call-down drills as conducted by the PHEP - EPR Office. HAN call-down drills are conducted quarterly throughout the budget period.
4. Conduct one (1) full-scale POD (Point of Dispensing) exercise within your jurisdiction every five (5) years as approved by the North Dakota Department of Health and Human Services (NDDHHS). Annual influenza clinics will be considered a full-scale exercise and count towards this requirement if the clinic is conducted with the POD location outlined in the jurisdiction's plans and the activity conducted within the POD closely resembles the activity described in the POD plan. An AAR/IP (After Action Report/Improvement Plan) shall be completed and loaded into the HAN Document library for each exercise. COVID-19 response activities may be used to satisfy this requirement with completion and submission of AAR/IP.

The following activities are eligible for reimbursement through this award. Eligible expenses include equipment, office supplies, travel, salaries for public health employees, rent, utilities, connectivity fees, maintenance agreements, IT software, contracts for professional services, training, and professional development costs.

1. Active participation in local/regional emergency preparedness and response planning committees.
2. Assist PHEP Statewide Response Team with maintenance of current local emergency operations plans (updates should occur annually). All plans should be available in the HAN Document Library i.e., local all hazards' plans, pandemic influenza plans, risk communications plans, POD plans, etc.
3. Work with the PHEP Statewide Response Team to conduct call down drills of the local POD groups, local public health response groups, and local public health groups. Maintain accurate contact information for these groups throughout the budget period.
4. Maintain 24/7/365 access to knowledgeable public health personnel through a locally published phone number.
5. Public health response personnel may complete the following NIMS courses: ICS100, ICS200, ICS700 and ICS800. Additionally, department operation center incident commanders and section chiefs should complete the following NIMS courses: ICS300 and ICS400.
6. Work with the PHEP Statewide Response Team in assisting long term care facilities to develop emergency operations plans for their facilities and invite those representatives to participate in local community preparedness and response meetings.
7. Work with PHEP Statewide Response Team to develop and administer workshops and tabletop exercises for local emergency operations plans to identify gaps in community recovery.

Other activities may be eligible for funding as mutually agreed upon in writing between the local public health unit and the North Dakota Department of Health and Human Services Emergency Preparedness and Response Unit.





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FargoCassPublicHealth.com

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
DIRECTOR OF PUBLIC HEALTH

**DATE: SEPTEMBER 24, 2024**

**RE: CONTRACT AGREEMENT FOR SERVICES WITH NEW LIFE  
CENTER.  
GRANT: HE49 FUNDS  
FUNDS: \$5964.07  
EXPIRES: 06/20/2025**

The attached contract agreement for services with New Life Center is for working with FCPH on tobacco prevention, control, and cessation activities.

### **BUDGET ADJUSTMENT**

No budget adjustments.

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

### **Suggested Motion:**

Move to approve this contract agreement for services.

JF/lls  
Attachment

**CONTRACT AGREEMENT FOR SERVICES WITH NEW LIFE CENTER**

HEALTH PROTECTION &amp; PROMOTION

TERM: 9/10/2024 TO 06/20/2025 · Page 1 of 1

**THIS AGREEMENT**, effective the 10<sup>th</sup> day of September 2024, by and between Fargo Cass Public Health (FCPH); and New Life Center (Independent Contractor).

**NOW, THEREFORE**, it is hereby agreed by and between the parties here to as follows:

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 10, 2024, through June 20, 2025.
- B. Services to be provided by independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to: advance health equity by administering appropriate treatment to help clients quit, reduce tobacco-related disparities by educating clients and staff on the harms of tobacco and the importance of effective intervention methods. In addition, provide the tools and resources for clients to quit smoking, maintain tobacco cessation, and move towards a health management of their cravings.
- C. Reimbursement:** The contracting consultant shall be reimbursed up to a total of \$5,964.07. This includes \$2,222.64 for NRT (must have a signed standing order by your Medical Director), \$1,460.40 for Urine Analysis & Saliva Test Kits, \$1,250 for TTS staff training, \$941.28 for a Smokerlyzer, and \$89.75 for educational book and materials. Invoices must be submitted quarterly. The final invoice is due on June 20, 2025.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement, conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted quarterly, and the final report due on June 20, 2025.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and New Life Center shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

**In Witness thereof**, this Agreement has been executed between the Independent Contractor and Fargo Cass Public Health on the date-executed below.

**Fargo Cass Public Health**

By Jenn Faul 9/12/2024  
Jenn Faul, Director of Public Health

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**New Life Center**

By Amy Gedrose 9/24/2024  
Amy Gedrose, Executive Assistant

**ATTEST** \_\_\_\_\_  
Steve Sprague, City Auditor


# Agreement for Services New Life Center EXP 2025a

Final Audit Report

2024-09-24

Created:	2024-09-24
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhBro5UOkXa7NNEcVSsmbPtvMJ-PzBZ3

## "Agreement for Services New Life Center EXP 2025a" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2024-09-24 - 3:16:27 PM GMT
-  Document emailed to Amy Gedrose (amy.gedrose@fargonlc.org) for signature  
2024-09-24 - 3:16:43 PM GMT
-  Email viewed by Amy Gedrose (amy.gedrose@fargonlc.org)  
2024-09-24 - 6:00:51 PM GMT
-  Document e-signed by Amy Gedrose (amy.gedrose@fargonlc.org)  
Signature Date: 2024-09-24 - 6:01:14 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-24 - 6:01:14 PM GMT



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ADMINISTRATION

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(29)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
DIRECTOR OF PUBLIC HEALTH

**DATE: SEPTEMBER 24, 2024**

**RE: CONTRACT AGREEMENT FOR SERVICES WITH NEW ROOTS  
MIDWEST.  
GRANT: HE49 FUNDS  
FUNDS: \$10,310  
EXP: 06/20/2025**

The attached contract agreement for services with New Roots Midwest is for working with FCPH on tobacco prevention, control, and cessation activities.

### **BUDGET ADJUSTMENT**

No budget adjustments.

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

### **Suggested Motion:**

Move to approve this contract agreement for services.

JF/lls

Attachment

**CONTRACT AGREEMENT FOR SERVICES WITH NEW ROOTS MIDWEST**

HEALTH PROTECTION &amp; PROMOTION

TERM: 10/07/2024 TO 06/20/2025 · Page 1 of 1

**THIS AGREEMENT**, effective the 10<sup>th</sup> day of September 2024, by and between Fargo Cass Public Health (FCPH); and New Roots Midwest (Independent Contractor).

**NOW, THEREFORE**, it is hereby agreed by and between the parties here to as follows:

- A. Term of Agreement:** The term of this Agreement shall be for the period of October 7, 2024 through June 20, 2025.
- B. Services to be provided by independent contractor:** Working in collaboration with FCPH, the independent contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include providing tobacco education to youth and refer anyone interested in quitting tobacco to FCPH. Staff will also go through tobacco treatment specialist training.
- C. Reimbursement:** The Independent Contractor shall be reimbursed up to \$10,310. This includes \$1,850 for coordinator time, \$2,960 for English Class Educators, \$1,500 for translators, \$1,000 for approved event supplies, \$500 for staff time to prepare for the final event, and \$2,500 for tobacco treatment specialist training (two staff members). Invoices must be submitted quarterly. The final invoice is due on June 20, 2025.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement, conduct ongoing evaluation of the Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by the Independent Contractor in accomplishing stated goal/objectives. The Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted quarterly with the final report due on June 20, 2025.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and New Roots Midwest shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this Agreement has been executed between the Independent Contractor and Fargo Cass Public Health on the date-executed below.

**Fargo Cass Public Health**

By Jenn Faul 9/12/2024  
Jenn Faul, Director of Public Health Date

**New Roots Midwest**

By Can Abdullahi Aden 09/24/2024  
Can Abdullahi Aden Date  
Chief Executive Officer

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

**ATTEST** Steve Sprague  
Steve Sprague, City Auditor







# New Roots Midwest 2025

Final Audit Report

2024-09-24

Created:	2024-09-24
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtrB_YM56Nw_O5rp8XM6emGBHyDi4MqbN

## "New Roots Midwest 2025" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2024-09-24 - 4:00:42 PM GMT
-  Document emailed to cani@newrootsmidwest.org for signature  
2024-09-24 - 4:00:56 PM GMT
-  Email viewed by cani@newrootsmidwest.org  
2024-09-24 - 4:04:43 PM GMT
-  Signer cani@newrootsmidwest.org entered name at signing as Cani Adan  
2024-09-24 - 4:06:01 PM GMT
-  Document e-signed by Cani Adan (cani@newrootsmidwest.org)  
Signature Date: 2024-09-24 - 4:06:03 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-24 - 4:06:03 PM GMT



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## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
DIRECTOR OF PUBLIC HEALTH

**DATE: SEPTEMBER 24, 2024**

**RE: CONTRACT AGREEMENT FOR SERVICES WITH SOUL SOLUTIONS.**  
**GRANT: HE49 FUNDS**  
**FUNDS: \$2,000**  
**EXP: 06/20/2025**

The attached contract agreement for services with Soul Solutions is for working with FCPH on tobacco prevention, control, and cessation activities.

### **BUDGET ADJUSTMENT**

No budget adjustments.

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

### **Suggested Motion:**

Move to approve this contract agreement for services.

JF/lls  
Attachment

**CONTRACT AGREEMENT FOR SERVICES WITH SOUL SOLUTIONS**

HEALTH PROTECTION &amp; PROMOTION

TERM: 9/10/2024 TO 06/20/2025 · Page 1 of 1

**THIS AGREEMENT**, effective the 10<sup>th</sup> day of September 2024, by and between Fargo Cass Public Health (FCPH); and Soul Solutions Recovery Center, Inc. (Independent Contractor).

**NOW, THEREFORE**, it is hereby agreed by and between the parties here to as follows:

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 10, 2024, through June 20, 2025.
- B. Services to be provided by independent contractor:** Working in collaboration with FCPH, the Independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to advance health equity by administering appropriate treatment to help clients quit, reduce tobacco-related disparities by educating clients and staff on the harms of tobacco and the importance of effective intervention methods.
- C. Reimbursement:** The Independent Contractor shall be reimbursed up to a total of \$2,000. \$2,000 will be allocated for NRT (must have signed standing orders). Invoices must be submitted quarterly. The final invoice is due on June 20, 2025.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement, conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted quarterly with the final report due on June 20, 2025.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Soul Solutions shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

**In Witness thereof**, this Agreement has been executed between the Independent Contractor and Fargo Cass Public Health on the date-executed below.

**Fargo Cass Public Health**

By Jenn Faul 9/12/2024  
Jenn Faul, Director of Public Health

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**Soul Solutions**

By Patti L. Senn 09/24/2024  
Patti L. Senn (Sep 24, 2024 10:25 CDT)

Name: Patti L Senn

Title: Executive Director

**ATTEST**

Steve Sprague, City Auditor









# Agreement for Services Soul Solutions EXP 2025a

Final Audit Report

2024-09-24

Created:	2024-09-24
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXSBjGi3Gx-mtm6whNiNRd2ET7yE85TK

## "Agreement for Services Soul Solutions EXP 2025a" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2024-09-24 - 3:22:43 PM GMT
-  Document emailed to Patti Senn (patti@soulsolutions.org) for signature  
2024-09-24 - 3:22:56 PM GMT
-  Email viewed by Patti Senn (patti@soulsolutions.org)  
2024-09-24 - 3:23:54 PM GMT
-  Signer Patti Senn (patti@soulsolutions.org) entered name at signing as Patti L. Senn  
2024-09-24 - 3:25:30 PM GMT
-  Document e-signed by Patti L. Senn (patti@soulsolutions.org)  
Signature Date: 2024-09-24 - 3:25:32 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-24 - 3:25:32 PM GMT



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(31)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** JENN FAUL *JF*  
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 24, 2024

**RE:** CONTRACT AGREEMENT FOR SERVICES WITH  
SOUTHPOINTE PHARMACY.  
GRANT: HE49 FUNDS  
FUNDS: \$5,500  
EXPIRES: 06/20/2025

The attached contract agreement for services is with Southpointe Pharmacy to work with FCPH to implement tobacco prevention, control, and cessation activities.

### **BUDGET ADJUSTMENT**

No budget adjustments.

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

### **Suggested Motion:**

Move to approve this contract agreement for services.

JF/lls  
Attachment

**CONTRACT AGREEMENT FOR SERVICES WITH SOUTHPOINTE PHARMACY**

HEALTH PROTECTION &amp; PROMOTION

TERM: 9/10/2024 TO 06/20/2025 · Page 1 of 1

**THIS AGREEMENT**, effective the 10<sup>th</sup> day of September 2024, by and between Fargo Cass Public Health (FCPH); and Southpointe Pharmacy (Independent Contractor).

**NOW, THEREFORE**, it is hereby agreed by and between the parties here to as follows:

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 10, 2024, through June 20, 2025.
- B. Services to be provided by independent contractor:** Working in collaboration with FCPH, the Independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to advancing health equity by administering appropriate treatment to help clients quit, reducing tobacco-related disparities by educating clients on the harms of tobacco, and the importance of effective intervention methods.
- C. Reimbursement:** The Independent Contractor shall be reimbursed up to a total of \$5,500. \$2,000 will be allocated for Pharmacist training, \$500 for patient education materials, and \$1,500 for tobacco screening staff training, \$1,000 for quality improvement resources for cessation programming, and \$500 for administrative time. Invoices must be submitted quarterly. The final invoice is due on June 20, 2025.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement, conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by the Independent Contractor in accomplishing stated goal/objectives. The Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted quarterly with the final report due on June 20, 2025.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Southpointe Pharmacy that shall not be deemed an employee of FCPH for any other purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this Agreement has been executed between the Independent Contractor and Fargo Cass Public Health on the date-executed below.

**Fargo Cass Public Health**

By Jenn Faul 9/12/2024  
Jenn Faul, Director of Public Health

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**Southpointe Pharmacy**

By Jeffrey D Jacobson 9/24/2024  
Jeff Jacobson, Owner

**ATTEST** \_\_\_\_\_  
Steve Sprague, City Auditor






# Agreement for Services Southpointe Pharmacy EXP 2025

Final Audit Report

2024-09-24

Created:	2024-09-24
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAPysa5-r9H0xbPsbyVsMut9oVQNZni7H3

## "Agreement for Services Southpointe Pharmacy EXP 2025" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2024-09-24 - 3:49:05 PM GMT
-  Document emailed to Jeff Jacobson (jeffdjacobson1@gmail.com) for signature  
2024-09-24 - 3:49:19 PM GMT
-  Email viewed by Jeff Jacobson (jeffdjacobson1@gmail.com)  
2024-09-24 - 11:44:03 PM GMT
-  Document e-signed by Jeff Jacobson (jeffdjacobson1@gmail.com)  
Signature Date: 2024-09-24 - 11:44:24 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-24 - 11:44:24 PM GMT



**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

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## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
*JF*  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 24, 2024**

**RE: CONTRACT AGREEMENT FOR SERVICES WITH KELLY  
BUETTNER-SCHMIDT.  
GRANT: HE49 FUNDS  
FUNDS: \$50,000  
EXPIRES: 06/20/2025**

The attached contract agreement for services is with Kelly Buettner-Schmidt. The grant award G23.818 has a scope of service that includes support Kelly Buettner-Schmidt to develop the partner projects for NDQuits Youth Treatment project.

### **BUDGET ADJUSTMENT**

No budget adjustments.

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

### **Suggested Motion:**

Move to approve this contract agreement for services.

JF/lls  
Attachment



# NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

Grant Number G23.818	CFDA Name Not Applicable	CFDA Number Not Applicable
FAIN Number Not Applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2024
Federal Award Date Not Applicable	Federal Awarding Agency Not Applicable	Grant End Date 6/30/2025
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.		
Title of Project/Program Local Public Health Unit Tobacco Prevention and Control Program		North Dakota Department of Health and Human Services (NDDHHS) Project Code 4521 HL 1248 01
Grantee Name Fargo Cass Public Health		Project Director Neil Charvat
Address 1240 25 <sup>th</sup> St S		Address 600 E. Boulevard Ave., Dept. 325
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Desi Fleming		Contact Name Abby Erickson
Telephone Number 701-241-1380		Telephone Number 701-328-3337
Email Address dfleming@fargoand.gov		Email Address abbyerickson@nd.gov
	NDDHHS Cost Share	Grantee Cost Share
Amount Awarded	\$535,993	\$0
Previous Funds Awarded	\$0	\$0
Total Funds Awarded	\$535,993	\$0
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimus rate of 10% <input type="checkbox"/> Negotiated/Approved rate of %
<b>Scope of Service</b> Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with the Grantee's TPCP work plan and budget as approved by the North Dakota Department of Health and Human Services (Department). Grantee will follow the Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014 as approved by the Department to conduct TPCP services within its service area. Grantee will submit any requests for use of the NDQuits logo (i.e. newspaper, newsletter, ads, banners, signs, etc.) to the Department for approval prior to publication. Contractor will support Kelly-Buettner Schmidt to develop the partner project for NDQuits Youth Treatment project.		
<b>Reporting Requirements</b> Grantee must submit at least quarterly a request for reimbursement on the Program Reporting System (PRS) by the 15th of the following month. Grantee must submit a quarterly progress report of activities completed as described in the Grantee's approved work plan and budget. Final request for reimbursement for the period ending June 30, 2025 must be received by July 15, 2025. Reimbursements will be processed upon Department approval of request for reimbursements and progress reports.		
<b>Special Conditions</b> None.		
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.		
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance
Date 06/20/2024	Signature <i>Desi Fleming</i>	Date 07/09/2024
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Signature <i>Susan M. Mormann</i>
Date 6/24/24		Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention
Date	Signature <i>Timothy J. Mahoney</i>	Date 07/10/2024
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Signature <i>Sara E. Stolt</i>
Typed Name/Title of Authorized Representative Sara E. Stolt, Deputy Commissioner		
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.		

**CONTRACT AGREEMENT FOR SERVICES WITH KELLY BUETTNER-SCHMIDT**

HEALTH PROTECTION &amp; PROMOTION

TERM: 10/15/2024 TO 06/20/2025 · Page 1 of 1

**THIS AGREEMENT**, effective the 10<sup>th</sup> day of September 2024, by and between Fargo Cass Public Health (FCPH); and Kelly Buettner-Schmidt (Independent Contractor).

**NOW, THEREFORE**, it is hereby agreed by and between the parties here to as follows:

- A. Term of Agreement:** The term of this Agreement shall be for the period of October 15, 2024 through June 20, 2025.
- B. Services to be provided by independent contractor:** Working in collaboration with FCPH, the independent contractor will complete the following:
  - \*Provide expertise in project development and evaluation to FCPH and the NDQuits Youth Treatment (NDQYT) program.
  - \*Provide organization and coordination of NDQYT as requested and agreed upon by FCPH and Kelly Buettner-Schmidt.
  - \*Complete activities related to the NDQYT agreed upon during meetings or other communications between FCPH and Buettner-Schmidt.
  - \*Provide a quarterly report to FCPH of meetings attended and activities completed or in process.
- C. Reimbursement:** The contracting consultant shall be reimbursed up to \$50,000. Invoices must be submitted three times during the contract period (January, April, June). The final invoice is due on June 20, 2025.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Kelly Buettner-Schmidt shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this Agreement has been executed between the Independent Contractor and Fargo Cass Public Health on the date-executed below.

**Fargo Cass Public Health**

By Jenn Faul 9/12/2024  
 Jenn Faul, Director of Public Health Date

**Kelly Buettner-Schmidt**

Kelly Buettner-Schmidt 9/24/2024  
 Kelly Buettner-Schmidt (Sep 24, 2024 16:41 CDT)  
 Kelly Buettner-Schmidt Date

By \_\_\_\_\_  
 Timothy J. Mahoney, Mayor, City of Fargo Date

**ATTEST** \_\_\_\_\_  
 Steve Sprague, City Auditor







# Kelly Buettner Schmidt Tobacco Agreement

Final Audit Report

2024-09-24

Created:	2024-09-24
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA773BuCy7a0XqD5EckkCyQD_ecmEqVqTm

## "Kelly Buettner Schmidt Tobacco Agreement" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2024-09-24 - 9:25:26 PM GMT
-  Document emailed to kelly.buettnerschmi@ndus.edu for signature  
2024-09-24 - 9:25:41 PM GMT
-  Email viewed by kelly.buettnerschmi@ndus.edu  
2024-09-24 - 9:41:01 PM GMT
-  Signer kelly.buettnerschmi@ndus.edu entered name at signing as Kelly Buettner-Schmidt  
2024-09-24 - 9:41:39 PM GMT
-  Document e-signed by Kelly Buettner-Schmidt (kelly.buettnerschmi@ndus.edu)  
Signature Date: 2024-09-24 - 9:41:41 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-24 - 9:41:41 PM GMT





**Fargo Cass  
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**FARGO CASS PUBLIC HEALTH**

ENVIRONMENTAL HEALTH

1240 25th Street South

Fargo, ND 58103-2367

Phone 701.476.6729 | Fax 701.298.6929

FargoCassPublicHealth.com

September 26, 2024

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To: North Dakota Department of Environmental Quality  
4201 Normandy Street  
Bismarck, ND 58503-1324

RE: Letter of Support - EPA 319 Grant Proposal

To Whom It May Concern,

On behalf of the Environmental Health Division, at Fargo Cass Public Health, I would like to document our support for the EPA 319 grant proposal associated with the Antelope Creek Watershed and Wild Rice Corridor Phase VII.

Fargo Cass Public Health licenses septic installers and provides oversight of residential On-Site Sewage Treatment Systems in Richland County, ND. This oversight includes conducting evaluations of existing septic systems, reviewing soil reports, sizing new septic systems, and documenting and permitting of new septic systems.

Based on the number of septic systems installed in Richland County, between 2021 and the present, approximately 22% of qualified homeowners utilized the EPA 319 Grant to replace and/or install a new and approved onsite septic system.

To date, all Richland septic systems, funded by EPA 319 Grant, have been installed in the Antelope Creek Watershed and Wild Rice Corridor.

If you have any questions, please feel free to contact me.

Sincerely,

Grant Larson  
Director of Environmental Health  
Fargo Cass Public Health  
701.241.1388



## PLANNING & DEVELOPMENT

FARGO CITY HALL  
225 4th Street North  
Fargo, ND 58102  
Office: 701.241.1474 | Fax: 701.241.1526  
Email: [Planning@FargoND.gov](mailto:Planning@FargoND.gov)  
[FargoND.gov](http://FargoND.gov)



### MEMORANDUM

**TO:** Fargo City Commission

**FROM:** Nicole Crutchfield, Director of Planning & Development  
Mark Williams, Assistant Director of Planning & Development  
Kim Citrowske, Planning Coordinator

**DATE:** September 26, 2024

**RE:** Contract Amendment with czb, LLC for Land Development Code and Incentive Policy Updates (RFP22159)

Staff is requesting approval of a contract amendment with *czb, LLC* for professional consulting services to lead the planning process for comprehensive updates to the Land Development Code, Zoning Map and Incentive Policy. The contract has a not to exceed amount of \$850,000, which will be financed from the planning services budget. The project is anticipated to be completed by summer of 2026.

#### Background

The City of Fargo has comprehensively updated the Land Development Code (also known as the zoning ordinance or Chapter 20 of Fargo Municipal Code) in 1925, 1952, 1965 and the current iteration in 1998 which have guided development throughout the city. Development trends as well as community goals have changed and evolved over time and the newly adopted Fargo Growth Plan 2024 outlines the community's intentions for future growth and development. The results of the 2024 Growth Plan will guide this update in order to align the goals for an updated codified set of regulations and entitlement processes.

At the September 5 Planning Commission meeting, members reviewed and commented on a proposed scope of work which was integrated in the proposed work program and consulting agreement amendment with *czb, LLC*.

#### Recommendation

Approve the contract amendment with *czb, LLC* for professional consulting services for comprehensive updates to the Land Development Code, Zoning Map and Incentive Policy, pending legal review by the City Attorney's Office.



## AMENDMENT NO. ONE TO CONSULTING AGREEMENT WITH CZB, LLC

This amendment No. One to Consulting Agreement ("***Amendment No. One***") is made as of September \_\_, 2024 ("***Effective Date***") by and between **czb, LLC** ("***Contractor***") and the City of Fargo ("***City***") and is made with reference to the following:

### RECITALS

- A. On January 9, 2023, City and Contractor entered into a Consulting Agreement (the "***Agreement***") for professional planning services.
- B. City desires to enter into this Amendment No. One to reflect additional services not included in the Agreement, to extend the term of the Agreement to June 30, 2026, and to increase the total compensation.
- C. Client and Contractor mutually desire to amend the Agreement, as provided below.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

#### 1. SCOPE OF SERVICES

Agreement shall be supplemented to include Part 2, Proposed Work Program for Comprehensive Land Development Code Update, Zoning Map Update, and Economic Development Policy Update, dated September XX, 2024, which is attached hereto as Attachment D and incorporated herein by reference.

#### 2. COMPENSATION

Section 4 shall be supplemented to include an additional fee payable to czb, LLC for the Scope of Services of EIGHT HUNDRED FIFTY THOUSAND AND no/100 DOLLARS (\$850,000.00).

#### 3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date first set forth above.

**CITY OF FARGO:**

---

---

Date

**czb, LLC:**

---

---

Date

## Part 2

# Comprehensive Land Development Code Update, Zoning Map Update, and Economic Development Policy Update for the City of Fargo

## Proposed Work Program

### Phases, Tasks, and Deliverables

#### Phase 0: Project Initiation and Ongoing Activities

czb and its consultant team (including Code Studio and Strategic Economics) will work with the City to refine and finalize the work program that will deliver a comprehensive update to Fargo's LDC (Chapter 20), an updated zoning map, and an updated economic development policy—all of which will align with the adopted Fargo Growth Plan.

Topics to address in this preliminary phase will include:

##### 0.1 Project Management and Communications Planning

- Finalized Program of Work and Schedule: Refine this proposed work program as needed to fully reflect project needs; translate final work program, and other work completed during Phase 0, into a detailed schedule with milestones spelled out.
- General Project Management: Establishment of points of contact, routine project management calls, and protocols to govern communications by and between the consultant team and the City of Fargo.
- Technical Advisory Committee (TAC): Identify membership of a small committee of persons well-versed in the LDC that the consultant team will work with throughout the process.

##### 0.2 Data Requests

- Data Inventory and Gap Identification: Assess all datasets from previous phases of work by the consultants; identify all updates needed to begin work (e.g. recent variances and GIS parcel data)
- Request Submission: Issue requests for missing or updated data to all relevant partners

##### 0.3 Preparation of Public Engagement Strategy

- Strategy Development: Use proposed work program as the starting point to finalize a public engagement strategy that would include a combination of online and in-person methods to gather public input and present work products.
- Focus Group Identification: As a subset of public engagement activity, identify specific Focus Groups and potential members to aid work at targeted periods during each phase. Groups may include developers, designers, engineers, neighborhood leaders, and stakeholders in small area plan locations (see task 0.4).

##### 0.4 Small Area Code Testing Selection

- Small Area Type Identification: Pinpoint the useful range of small area types that will aid the code diagnostics and code development processes.
- Location Identification: Translate chosen small area types to specific locations to serve as the subject of small area code tests during Phase 1.

- ✓ **Deliverables:** Through the performance of these tasks, czb and its team, in partnership with City staff, will deliver the following discrete deliverables during Phase 0:

- Finalized Work Program and Project Schedule
- Technical Advisory Committee (TAC) Membership Guidance
- Round Table / Vetting with PC Chair and Vice Chair, City Commission Liaison to learn viewpoints and fears
- Routine Project Management Call Schedule
- Data Inventory and Requests

- Public Engagement Strategy, with Focus Groups
- Small Area Selections

### **Phase 1: Code Analysis, Diagnostic, and Small Area Planning**

Phase 1 will include refined code analysis and diagnostics, policy review, and interactions with local stakeholders about their experience with Fargo's LDC and development review process. It will also contain a small area planning component to aid the granular translation of the Fargo Growth Plan 2024's place types into districts, and concludes with identifying and confirming a preferred approach to the comprehensive LDC update.

In particular, this phase of work will include the following tasks:

#### **1.1 Project Initiation / Kick-off**

- **Staff and Commissions:** Hold introductory discussions with key City and department leaders, as well as separate meetings with the Planning Commission and City Commissioners, to convey project scope, schedule, and expectations. Periodic engagements with Planning Commission and City Commissioners will occur on a routine basis (approximately quarterly) thereafter and may take the form of small training sessions.
- **TAC:** Hold introductory session to begin a cycle of meetings roughly every six weeks (in-person and virtual) with the consultant team. Convey project scope, schedule, and expectations/duties of TAC members.

#### **1.2 Policy and Regulatory Review**

- Fresh review of all relevant plans, studies, reports, and related local and state laws and regulations to understand the policy and regulatory framework and requirements facing the development of a new LDC.
- Compare and contrast this analysis with Fargo Growth Plan 2024's goals and direction to understand how best to craft an LDC that will be well-suited to its implementation.

#### **1.3 Existing Documents and Materials Scan**

- Using the Growth Plan's LDC review as a foundation, perform a fresh review of the entirety of the existing LDC, all of its related manuals and appendices, and related documented and undocumented processes inside City government to ensure complete understanding of the LDC, how it works today, and what its current strengths and weaknesses are.
  - Gather understanding of entitlement process
  - Gather Understanding of incentive policies

#### **1.4 Targeted Stakeholder Engagement**

- **Focus Groups:** Begin focus group engagement by convening groups identified in the Public Engagement Strategy for introductory sessions to convey project scope, schedule, and expectations of their role in the project. Learn, preliminarily, what they think is working and not working about the current LDC and development review processes.

#### **1.5 Launch Public Educational Workshops / Meetings**

- **Public Workshops:** Hold the first of approximately five rounds of public workshops as directed by the Public Engagement Strategy, and spaced approximately 3-4 months apart. Use workshops as in-person opportunities to introduce the project, educate the public about core concepts related to the LDC, and to present and receive feedback on direction and emerging concepts.
- **Code Connect:** Host a virtual, hour-long discussion every other month as directed by the Public Engagement Strategy. These will be open to all and provide updates on the status of the project, present carefully curated educational material, and offer a mediated platform for Q&A.

#### **1.6 Code Analysis and Diagnostic Report**

- Compile an update code analysis and diagnostic report that builds on findings from the Growth Plan's code review by integrating learnings from tasks 1.2 to 1.4.

#### **1.7 Growth Plan Translation**

- **Place Types to Districts:** Begin conversion of Place Types from the Growth Plan into a preliminary district framework.

- Optimal Growth: Begin translation of the optimal growth concept from the Growth Plan into a preliminary development incentives framework.

#### **1.8 Small Area Code Testing / Prototypes**

- Small Area Code Test Development: Initiate simultaneous small area code testing processes in four to five locations identified during Phase 0, and engaging with stakeholders as directed by the Public Engagement Strategy. Use these six-month processes to surface issues and to prototype core concepts from the Growth Plan.

#### **1.9 Confirmation of Approach**

- Proposed Framework / Annotated Outline: Guided by Task 1.4 through 1.7, draft a proposed LDC framework for review and feedback by the TAC. This framework will be a working outline / table of contents for the updated LDC. It will reflect recommended changes to address key issues as well as best practices with the goal of providing modern, clear and concise regulations with consistent nomenclature. Prepare a memorandum outlining the recommended approach and ask the Planning Commission to confirm this approach prior to moving to Phase 2.

- ✓ Deliverables: Through the performance of these tasks, czb and its team will deliver the following discrete deliverables during Phase 1:

- Public Workshops (two rounds of in-person workshops)
- Code Connect Public Meetings (four virtual meetings)
- Focus Group Engagements
- Code Analysis and Diagnostic Report
- Small Area Code Test Summaries
- Memorandum of Approach

### **Phase 2: Code Drafting and Development**

Following a Confirmation of Approach, Phase 2 will commence and apply the learnings and outputs of Phase 1 toward the development of the new LDC, new zoning map, and the economic development policy update.

In particular, this phase of work will include the following tasks:

#### **2.1 MODULE 1: Districts and Uses**

Prepare sections of the new LDC district framework, such as updated purpose statements, consolidated table of permitted and prohibited land uses, and dimensional requirements for each district, and then convert the draft LDC district framework into a draft of the updated zoning map. Some districts may remain largely intact, while others may be replaced to complement and align with the best practices, existing development fabric / uses, and the Fargo Growth Plan 'place type' translation work performed in Phase 1.

#### **2.2 MODULE 2: Development Standards**

Revise existing and/or develop new standards for components such as off-street parking, landscaping and screening, signage, general building design, site design, etc. These development standards will take into consideration the context and character of the districts and reflect best practices.

#### **2.3 MODULE 3: Administration**

Assess the development review and approval procedures to ensure consistency with North Dakota Century Code requirements. These procedures should also be edited to maximize efficiency and provide a straightforward review and approval process for all applicants—and align with the Growth Plan's by-right intentions.

#### **2.4 MODULE 4: Other / Remaining Policies and Regulations**

Assess and update (as needed) all ancillary policies and regulations including utility and building permitting processes needed to operationalize the new LDC and the Growth Plan's optimal growth strategy. Ensure that revised economic development policies that directly flow from the LDC are fully integrated into the districts, development standards, and administrative processes.

#### **2.5 Attorney Redline Review / Feedback**

Initiate a review of the draft regulations by the City Attorney prior to moving toward testing and public review. Determine the most convenient and productive means for review early in the process. As updates and revisions are prepared, send documents for redline review and discussion.

#### **2.6 Code Testing / Developer Workshops / Initial Trainings**

As fully developed and reviewed LDC content becomes available, convene (1) one or more workshops with developers and design professionals from the Focus Groups to test the new code and its application to hypothetical projects at specific sites. Also convene (2) City staff to initiate training in the application of the emerging LDC. Use feedback drawn from the workshops and trainings to make additional edits/modifications.

#### **2.7 Public Review Draft**

Release a draft LDC for full public review and comment over a specified period, to coincide with public workshops for in-person engagement (see task 2.8).

#### **2.8 Public Workshops / Feedback Period for Draft**

Host a final round of public workshops (a continuation of the series initiated in Phase 1) to present and discuss details relating to the public review draft. Take pertinent feedback from the workshops and the wider public review period into account in any final edits to draft content.

- ✓ Deliverables: Through the performance of these tasks, czb and its team will deliver the following discrete deliverables during Phase 2:
  - Completed and reviewed LDC update with districts and uses, development standards, and revised administrative procedures
  - Updated zoning map
  - Updated economic development policy framework
  - Code testing workshops and initial staff trainings
  - Public workshops (three rounds, including final round to present public review draft)

### **Phase 3: Code Finalization, Adoption, and Training**

Once draft regulations are prepared, compiled, reviewed, and edited through an initial round of public feedback, proceed to official public hearing and adoption process in support of the procedures spelled-out by the North Dakota Century Code

In particular, this phase of work will include the following tasks:

#### **3.1. Public Hearing Draft**

Prepare updated draft LDC and all ancillary documents for public release in advance of officially schedule public hearings.

#### **3.2. Public Hearings**

Support City staff and officials in conducting public hearings in accordance with North Dakota Century Code procedures. In partnership with City staff, make all final edits necessary based on feedback provided at public hearings.

#### **3.3. Adoption**

Support all formal adoption procedures.

#### **3.4. Training with Staff, Planning Commission, and City Commissioners**

Staff: Conduct trainings with City staff to operationalize the updated LDC and ensure understanding of new concepts and procedures.

PC and CC: Continue routine engagements with Planning Commission and City Commissioners (commenced during Phase 1); transition engagements to informal training sessions to instruct members in LDC mechanics and updated procedures.

- ✓ Deliverables: Through the performance of these tasks, czb and its team will deliver the following discrete deliverables by the end of Phase 3:
  - Public Hearing Draft
  - Completed Drafts for Adoption



- Training workshops with staff, Planning Commission, and City Commissioners
- Development packet checklist



**DIVISION OF SOLID WASTE**  
2301 8th Avenue North  
Fargo, North Dakota 58102  
Office: 701.241.1449 | Fax: 701.241.8109  
[FargoND.gov](http://FargoND.gov)

(35)

September 25, 2024

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

RE: Top-End Overhaul on Landfill Gas Generator – EX24336

Dear Commissioners:

Beginning in 2008 the Solid Waste Department has utilized an on-site Landfill Gas Generator to produce electricity with landfill gas, which is then sold to a local power cooperative. The CAT model engine is routinely serviced by Butler Machinery. The engine is currently at approximately 84,000 hours and due for typical 12,000 hour, top-end overhaul.

The cost for the top-end overhaul and pre-maintenance is quoted at \$144,701.97

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION**

Approve the exempt purchase (EX24336), to Butler Machinery for the top-end overhaul and maintenance on the Solid Waste Landfill gas generator.

Respectfully Submitted,

Scott Olson, PE  
Solid Waste Utility Director

cc: Michael Redlinger, City Administrator  
Brenda Derrig, Assistant City Administrator  
Susan Thompson, Finance Director  
Tanner Smedshammer, Purchasing Manager

## Exempt Purchase Instructions

1. Complete the Exempt form if the purchase meets the Exempt Purchase Requirements listed below.
2. All funds expended for these types of activities or services will be properly receipted and accounted for with supporting documentation. All documentation will be maintained by the Purchasing Manager and shall be subject to internal audit.
3. Return completed form to the purchasing division for approval and assignment of an Exempt (EX) number at [Purchasing@FargoND.gov](mailto:Purchasing@FargoND.gov)
4. Return the Purchase Order and Vendor Invoice referencing the EX #, and Fixed Asset sheet (if applicable) to your AP Tech in Finance for processing.
5. Purchases over \$100,000 must go to City Commission for approval.

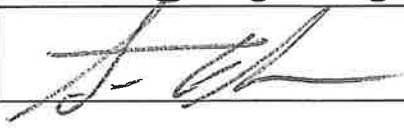
### **Exempt Purchase Requirement Table:**

The City of Fargo departments may purchase such materials and services without quotation, request of proposals or bid for the following:

- (a) Land, building, space, or the rental thereof.
- (b) Procurement of publicly provided or publicly regulated gas, electricity, water, sewer, and refuse collection services.
- (c) Compatibility with equipment currently owned by the City which is essential to the proper functioning of that equipment.
- (d) Equipment maintenance or servicing of equipment when the service can best be performed by the manufacturer or authorized service agent. (i.e., preventative, annual, and warranty)
- (e) Employee benefit services, trust-related services, insurance services, and cash and investment management services obtained by a department with a fiduciary responsibility regarding those services.
- (f) Recurring support costs associated with implemented information technology solutions, including licensing, service agreements, maintenance, and subscriptions for software as a service, platform as a service, and infrastructure as a service.
- (g) Marketing in all media. (i.e., billboard, magazine, etc.)
- (h) Law enforcement K9.
- (i) Professional or technical service contracts necessary for the investigation of activities or in conjunction with litigation or court proceedings.
- (j) Any contract for asbestos removal.
- (k) Event related goods, equipment and services requested by event promoter and to be billed back to the event.
- (l) Maintaining and purchasing of books and periodicals from publisher or copyright holders thereof.
- (m) Procurement funded by grants when any special conditions require the purchase of particular materials and/or services as assigned in the grant award.
- (n) Recipients of donations, pledges or appropriations as approved by the Board of City Commission.
- (o) Material testing awarded on a Master Services Agreement.
- (p) Director of Finance and Purchasing Manager discretion on departmental requests.



# EXEMPT PURCHASE REQUEST FORM (EX)

<b>Requested by:</b>	Scott Olson	<b>Department:</b>	Solid Waste
<b>Date of Request:</b>	09/25/24	<b>Phone Number:</b>	701-241-1449
<b>E-mail:</b>	solson@fargond.gov	Reference exemption table justification on page 1 <u>d</u>	
<b>Dept Head Signature:</b>		<b>Estimated Amount of Purchase:</b>	\$144,701.97

**Product or Service description:**

12,000 hour top-end overhaul service on landfill gas generator.

Is a Contract required? Yes ☐ No ☒

<b>Vendor Name:</b> Butler Machinery Company			
<b>Address:</b> Box 9559			
<b>City:</b> Fargo	<b>State:</b> ND	<b>Zip Code:</b> 58106-9559	
<b>Contact Person:</b> Josh Arbogast		<b>Title:</b> Service Manager	
<b>Telephone:</b> 701-298-1838		<b>Email:</b> JoshuaArbogast@butlermachinery.com	
<b>Purchasing Manager Approval:</b>			
<b>Exempt Purchase (EX) Number:</b>			



**Butler Machinery**  
**Service Repair Quotation**  
**Q0006190-03**

Quote Number ..... :Q0006190-03  
 Prepared By ..... :JOSHUA ARBOGAST

Quote Date ..... :2024-07-23  
 Valid Until ..... :2024-07-27

We are pleased to provide the following quotation for the services identified below

**PREPARED FOR**

Customer Name ..... :CITY OF FARGO-SOLID WASTE  
 Address ..... :SOLID WASTE  
 PO BOX 2083  
 FARGO ND

<b>Make</b>	<b>Model</b>	<b>Serial Number</b>	<b>Unit Number</b>
Cat	G3516	04EK02533	

Explanation of Type:

"Est." amounts may be more or less than your final invoice.

"Time & Material" items will be billed at the actual price of the time, parts and miscellaneous charges.

"Firm" Parts Labor Misc items are firm priced and will be invoiced at that price.

**WORK TO BE PERFORMED**

Segment	Description	Type	Amount
01	PERFORM GEN OVERHAUL (NO FAILURE) TOP END OVHL, TURBOCHRGED	Firm Labor	32,800.00
		Firm Misc.	750.00
		Est.Parts	28,982.45
	**Part of a typical Top End Overhaul Service - Estimate includes replacement of cylinder heads, head gasket kits, and associated parts. Does not include replacement of rocker levers, shafts, lifters, push tubes, valve cross heads.		
02	REMOVE& INSTALL WATER PUMP	Firm Labor	1,640.00
		Est.Parts	1,983.16
	**Part of a typical Top End Overhaul Service - Estimate includes replacement of water pump and associated gaskets.		
03	REMOVE& INSTALL AUXILIARY/RAW WATER PUMP	Firm Labor	1,230.00
		Est.Parts	3,694.53
	**Part of a typical Top End Overhaul Service - Estimate includes replacement of raw water pump and associated gaskets.		
04	RECONDITION IGNITION TRANSFORMER	Firm Labor	820.00
		Est.Parts	2,690.23
	**Part of a typical Top End Overhaul Service		
05	REMOVE& INSTALL ELECTRIC STARTING MOTOR	Firm Labor	820.00
		Est.Parts	1,638.98
	**Part of a typical Top End Overhaul Service		
06	REPLACE PRELUBRICATION PUMP	Firm Labor	410.00
		Est.Parts	4,552.79
	**Part of a typical Top End Overhaul Service		
07	RECONDITION GAS PRESSURE REGULATOR	Firm Labor	3,690.00
		Est.Parts,Misc	4,475.00
	**Part of a typical Top End Overhaul Service		



**Butler Machinery**  
**Service Repair Quotation**  
**Q0006190-03**

Segment	Description	Type	Amount
08	INSPECT AFTERCOOLER	Firm Labor	820.00
		Est.Parts	636.00
	Inspection of after cooler. If cleaning is required, additional labor/parts will be quoted before proceeding with repairs.		
09	INSPECT ENGINE OIL COOLER	Firm Labor	2,645.00
		Est.Parts	7,127.00
	**Part of a typical Top End Overhaul Service		
11	INSPECT FUEL PUMP/GOVERNOR DRIVE	Firm Labor	718.00
	**Part of a typical Top End Overhaul Service		
13	INSPECT ENGINE OIL PAN SCREEN	Firm Labor	410.00
	**Part of a typical Top End Overhaul Service		
19	PERFORM MAINTENANCE ON ENGINE	Firm Labor	1,128.00
		Firm Parts	2,276.00
20	START ENGINE	Firm Labor	3,960.00
9A	TRAVEL TO/FROM MACHINE	Est. Misc.	2,700.00
	Total estimated travel to complete all repairs listed. If additional repairs are needed, travel expense may increase.		
<b>Total of Firm Price Items</b>			<b>54,117.00</b>
<b>Total of Estimated Items</b>			<b>58,480.14</b>
<b>Total</b>			<b>112,597.14</b>

Prices quoted include the specific services listed and do not include freight, handling charges, parts price increases, applicable taxes or additional services. Standard Butler Machinery warranty applies unless otherwise noted.

**Your dealer contact:**

JOSH ARBOGAST

Service Manager

Phone: 701-298-1838

E-mail: JoshuaArbogast@butlermachinery.com





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(701) 242-7474

BUTLER MACHINERY COMPANY

**PROFORMA INVOICE**

<b>S O L I D  T O</b>	<b>SHIP TO</b>		CITY OF FARGO SOLID WASTE PO BOX 2083 FARGO ND 58107-2083				
	<b>STORE</b>	<b>CUSTOMER NUMBER</b>	<b>YOUR ORDER NUMBER</b>	<b>SALESMAN</b>	<b>INVOICE DATE</b>	<b>INVOICE NUMBER</b>	<b>PAGE</b>
	00	C28702			29 JUL 2024	0095031	1
	<b>SHIP VIA</b>		<b>INV. SEQ.</b>	<b>DOC. DATE</b>	<b>REFERENCE NO.</b>		
			2	30 MAR 2024	0095031		
<b>UNIT NUMBER</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>METER READING</b>	<b>MACHINE ID NO.</b>		
313-15	CAT	G3516	04EK02533	82297.0	M004374		
<b>QUANTITY</b>	<b>PART NUMBER</b>	<b>N/R</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>		
<p style="text-align: center;">* * * PROFORMA INVOICE * * *</p> <p>FARGO LANDFILL</p> <p>TROUBLESHOOT GENERATOR SET</p> <p>COMPLAINT: ENGINE LOAD WOULD INTERMITTENTLY INCREASE TO 900 KW. IT ALSO TOOK SEVERAL MINUTES FOR LOAD TO DECREASE WHEN TRYING TO TAKE UNIT OFF LINE.</p> <p>CAUSE: LOAD INCREASE ONLY SEEMED TO OCCUR IN THE OVERNIGHT HOURS.</p> <p>CORRECTION: STARTED ENGINE AND MONITORED OPERATION. CLOSED BREAKER AND PUT LOAD ON ENGINE. INCREASED LOAD. ENGINE RAN SMOOTH AND LOAD REMAINED STEADY. MONITORED OPERATION FOR 1 HOUR. SAW NO ABNORMAL LOAD CHANGES. TALKED TO OPERATOR ABOUT ISSUE THEY WITNESSED. WENT TO GAS PLANT. LOOKED AT PRINT OUT OF THE GENERATOR OUTPUT. THE LOAD INCREASED ON A COUPLE DIFFERENT NIGHTS. WENT BACK TO GENERATOR MEASURED GAS PRESSURE. IT WAS STABLE. TALKED TO STATES ELECTRIC. MEASURED SPEED AND VOLTAGE BIAS OUTPUTS FROM DSLC CONTROLLER. THE OUTPUTS WERE STABLE. BUT CUSTOMER COMPLAINT WAS NEVER WITNESSED WHILE RUNNING ONLINE IN A NORMAL STATE. WHEN CONTROL SWITCH WAS MOVED TO "OFF" LOAD DID NOT DECREASE AS IT SHOULD. CONNECTED TO DSLC AND VERIFIED THAT THE LOAD SETPOINT WAS LOWERING WHEN CONTROL WAS MOVED TO "OFF" AFTER MANY MINUTES</p>							
<p>Butler Machinery Company's service labor is warranted to the customer for a period of 90 days from the date of work, to include defects in workmanship performed by Butler Machinery employees. This warranty would include the replacement of parts and labor, damaged by that defect in workmanship.</p> <p>Any failures caused by defect of parts, whether replaced new at the time of our work, or re-used, will be covered by the original manufacturer's applicable warranties, if any.</p> <p>Goods cannot be returned without our permission and are subject to restocking charge. All items marked with an asterisk (*) have been declared non-returnable by the manufacturer and are not acceptable for credit.</p> <p>Items not shown are backordered.</p> <p>Claims for shortages must be made within 5 days.</p>							
<b>TERMS:</b> NET CASH - DUE TENTH OF THE MONTH FOLLOWING PURCHASE. 1.5% PER MONTH (18% PER ANNUM) SERVICE CHARGE ON OVERDUE ACCOUNTS.				<b>Proforma Invoice</b> <b>(Quote Amount)</b>			

\$ 32,104.83  
Maintenance


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BUTLER MACHINERY COMPANY

**PROFORMA INVOICE**

<b>S O L D T O</b>	<b>SHIP TO</b>												
	CITY OF FARGO SOLID WASTE PO BOX 2083 FARGO ND 58107-2083												
	<b>STORE</b>	<b>CUSTOMER NUMBER</b>	<b>YOUR ORDER NUMBER</b>	<b>SALESMAN</b>	<b>INVOICE DATE</b>	<b>INVOICE NUMBER</b>	<b>PAGE</b>						
	00	C28702			29 JUL 2024	0095031	2						
<b>SHIP VIA</b>				<b>INV. SEQ.</b>	<b>DOC. DATE</b>	<b>REFERENCE NO.</b>							
				2	30 MAR 2024	0095031							
<b>UNIT NUMBER</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>METER READING</b>	<b>MACHINE ID NO.</b>								
313-15	CAT	G3516	04EK02533	82297.0	M004374								
<b>QUANTITY</b>	<b>PART NUMBER</b>	<b>N/R</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>								
<p style="text-align: center;">* * * PROFORMA INVOICE * * *</p> <p>THE LOAD DECREASED AND THE GENERATOR BREAKER OPENED. STARTED ENGINE AGAIN AND LET BREAKER CLOSE. INCREASED LOAD TO 650 KW. MONITORED OPERATION AGAIN FOR 1 HOUR. ENGINE RAN STABLE. LEFT UNIT RUNNING OVERNIGHT.</p> <table> <tr> <td>TOTAL LABOR</td> <td>SEG. 01</td> <td>1312.00 *</td> </tr> <tr> <td>SEGMENT 01 TOTAL</td> <td></td> <td>1312.00 T</td> </tr> </table>								TOTAL LABOR	SEG. 01	1312.00 *	SEGMENT 01 TOTAL		1312.00 T
TOTAL LABOR	SEG. 01	1312.00 *											
SEGMENT 01 TOTAL		1312.00 T											
<p>-----</p> <p>TROUBLESHOOT PROT DEV&amp;ALRM, GA&amp;IND TL</p> <p>SEGMENT TO TROUBLESHOOT SHUTDOWN FAULT</p> <p>COMPLAINT: WOODWARD CONTROLLER A RED SHUTDOWN LIGHT ILLUMINATED. CAUSE: THIS WAS A SHUTDOWN INPUT TO THE EMCP CONTROLLER OF THE ENGINE. CORRECTION: CONTACTED PEAKER SERVICES TO DETERMINE WHAT INPUT WAS CAUSING THE SHUTDOWN. FOUND IT WAS A HIGH INTAKE AIR SHUTDOWN. UNHOOKED WIRE AT THE PANEL ECM. FAULT LIGHT WENT OUT. RECONNECTED THAT WIRE. LIGHT CAM BACK ON. UNHOOKED WIRE AT FIRST TERMINAL BLOCK IN THE CIRCUIT ON THE ENGINE. LIGHT</p>													
<p>Butler Machinery Company's service labor is warranted to the customer for a period of 90 days from the date of work, to include defects in workmanship performed by Butler Machinery employees. This warranty would include the replacement of parts and labor, damaged by that defect in workmanship. Any failures caused by defect of parts, whether replaced new at the time of our work, or re-used, will be covered by the original manufacturer's applicable warranties, if any. Goods cannot be returned without our permission and are subject to restocking charge. All items marked with an asterisk (*) have been declared non-returnable by the manufacturer and are not acceptable for credit. Items not shown are backordered. Claims for shortages must be made within 5 days.</p>													
<b>TERMS:</b> NET CASH - DUE TENTH OF THE MONTH FOLLOWING PURCHASE. 1.5% PER MONTH (18% PER ANNUM) SERVICE CHARGE ON OVERDUE ACCOUNTS.				<b>Proforma Invoice</b> <b>(Quote Amount)</b>									




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BUTLER MACHINERY COMPANY

**PROFORMA INVOICE**

<b>S O L I D  T O</b>	<b>SHIP TO</b>						
	CITY OF FARGO SOLID WASTE PO BOX 2083 FARGO ND 58107-2083						
	<b>STORE</b>	<b>CUSTOMER NUMBER</b>	<b>YOUR ORDER NUMBER</b>	<b>SALESMAN</b>	<b>INVOICE DATE</b>	<b>INVOICE NUMBER</b>	<b>PAGE</b>
	00	C28702			29 JUL 2024	0095031	3
<b>SHIP VIA</b>				<b>INV. SEQ.</b>	<b>DOC. DATE</b>	<b>REFERENCE NO.</b>	
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<b>UNIT NUMBER</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>METER READING</b>	<b>MACHINE ID NO.</b>		
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<b>QUANTITY</b>	<b>PART NUMBER</b>	<b>N/R</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>		
<p style="text-align: center;">* * * PROFORMA INVOICE * * *</p> <p>WENT OUT. RECONNECTED WIRE AND LIGHT CAME BACK ON.          UNHOOKED SENSOR AND LIGHT STAYED ILLUMINATED.          DETERMINED THE PROBLEM WAS IT THE WIRES BETWEEN          TERMINAL BLOCK AND SENSOR. INSPECTED WIRES AND          FOUND THEY WERE MELTED AND SHORTED TOGETHER. CUT          MELTED PART OUT OF THE CIRCUIT AND REPLACED IT          WITH NEW WIRE. SHUTDOWN LIGHT WENT OUT.</p> <p style="text-align: right;">TOTAL LABOR                      SEG. 05                      635.50 *</p> <p style="text-align: right;">SEGMENT 05 TOTAL                      635.50 T</p> <p>-----</p> <p>REPLACE CABLE/WIRE</p> <p>SEGMENT TO REPLACE MELTED WIRES TO MAT SENDERS</p> <p>COMPLAINT: HIGH INTAKE AIR SHUTDOWN FAULT.          CAUSE: WIRES WERE MELTED AND SHORTED TOGETHER.          CORRECTION: CUT OUT OLD WIRING. ASSEMBLED A NEW          HARNESS. RAN NEW WIRE AND WRAPPED WIRE IN          INSULATING TAPE. CONNECTED WIRES AND VERIFIED THAT          HIGH INTAKE AIR SHUTDOWN WAS NOT LONGER ACTIVE.</p> <p style="text-align: right;">TOTAL LABOR                      SEG. 06                      512.50 *</p>							
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BUTLER MACHINERY COMPANY

# PROFORMA INVOICE

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<p style="text-align: center;">* * * PROFORMA INVOICE * * *</p> <p style="text-align: right;">SEGMENT 06 TOTAL 512.50 T</p> <p>-----</p> <p>REMOVE &amp; INSTALL EXHAUST MANIFOLD</p> <p>COMPLAINT: EXHAUST MANIFOLDS ON THE RIGHT SIDE WERE REMOVED TO BE RESEALED. CAUSE: NONE. CORRECTION: CLEANED PARTS AND INSTALLED NEW GASKETS. ASSEMBLED MANIFOLD PIECES AND INSTALLED COOLANT RAIL. FILLED WITH COOLANT AND TURNED SHUT OFF VALVES BACK ON, BLED AIR OUT AND TURNED HEATER ON.</p> <table border="0"> <tr> <td>32</td> <td>3E-6916</td> <td></td> <td>NUT</td> <td>S</td> <td>7.12</td> <td colspan="2">227.84</td> </tr> <tr> <td>16</td> <td>5M-2894</td> <td></td> <td>WASHER</td> <td>S</td> <td>.45</td> <td colspan="2">7.20</td> </tr> <tr> <td>4</td> <td>6V-9769</td> <td></td> <td>SEAL</td> <td>S</td> <td>3.74</td> <td colspan="2">14.96</td> </tr> <tr> <td>32</td> <td>7L-6443</td> <td></td> <td>BOLT</td> <td>N</td> <td>16.02</td> <td colspan="2">512.64</td> </tr> <tr> <td>50</td> <td>8C-8491</td> <td></td> <td>WASHER</td> <td>N</td> <td>2.71</td> <td colspan="2">135.50</td> </tr> <tr> <td>16</td> <td>9L-7373</td> <td></td> <td>BOLT</td> <td>S</td> <td>7.84</td> <td colspan="2">125.44</td> </tr> <tr> <td>16</td> <td>110-8314</td> <td></td> <td>WASHER</td> <td>S</td> <td>1.77</td> <td colspan="2">28.32</td> </tr> <tr> <td>4</td> <td>121-7533</td> <td></td> <td>GASKET</td> <td>S</td> <td>2.99</td> <td colspan="2">11.96</td> </tr> <tr> <td>2</td> <td>122-8856</td> <td></td> <td>GASKET</td> <td>N</td> <td>3.13</td> <td colspan="2">6.26</td> </tr> <tr> <td>1</td> <td>146-3041</td> <td></td> <td>MANIFOLD - EXH</td> <td>N</td> <td>1175.25</td> <td colspan="2">1175.25</td> </tr> </table>								32	3E-6916		NUT	S	7.12	227.84		16	5M-2894		WASHER	S	.45	7.20		4	6V-9769		SEAL	S	3.74	14.96		32	7L-6443		BOLT	N	16.02	512.64		50	8C-8491		WASHER	N	2.71	135.50		16	9L-7373		BOLT	S	7.84	125.44		16	110-8314		WASHER	S	1.77	28.32		4	121-7533		GASKET	S	2.99	11.96		2	122-8856		GASKET	N	3.13	6.26		1	146-3041		MANIFOLD - EXH	N	1175.25	1175.25	
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BUTLER MACHINERY COMPANY

# PROFORMA INVOICE

<b>SOLD TO</b>	<b>CITY OF FARGO</b>		<b>SHIP TO</b>			
	<b>SOLID WASTE</b>					
	<b>PO BOX 2083</b>					
	<b>FARGO ND 58107-2083</b>					
<b>STORE</b>	<b>CUSTOMER NUMBER</b>	<b>YOUR ORDER NUMBER</b>	<b>SALESMAN</b>	<b>INVOICE DATE</b>	<b>INVOICE NUMBER</b>	<b>PAGE</b>
00	C28702			29 JUL 2024	0095031	5
<b>SHIP VIA</b>			<b>INV. SEQ.</b>	<b>DOC. DATE</b>	<b>REFERENCE NO.</b>	
			2	30 MAR 2024	0095031	
<b>UNIT NUMBER</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>METER READING</b>	<b>MACHINE ID NO.</b>	
313-15	CAT	G3516	04EK02533	82297.0	M004374	
<b>QUANTITY</b>	<b>PART NUMBER</b>	<b>N/R</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>	
* * * PROFORMA INVOICE * * *						
3	146-3042		MANIFOLD-EXH N	2024.77	6074.31	
1	148-3475		SHIELD AS N	559.74	559.74	
1	148-3478		SHIELD AS N	1021.55	1021.55	
1	148-3479		SHIELD AS N	1703.45	1703.45	
7	154-7477		SEAL S	159.43	1116.01	
4	179-2960		SEAL N	11.88	47.52	
3	222-4701		BELLOWS AS N	770.26	2310.78	
3	428-9129		GASKET S	62.40	187.20	
<b>TOTAL PARTS</b>				<b>SEG. 10</b>	<b>15265.93 *</b>	
<b>TOTAL LABOR</b>				<b>SEG. 10</b>	<b>4489.50 *</b>	
<b>SEGMENT 10 TOTAL</b>					<b>19755.43 T</b>	
<hr/>						
<b>START ENGINE</b>						
<b>COMPLAINT: START ENGINE AFTER REPAIR.</b>						
<b>CAUSE: ENGINE WAS SHUT DOWN FOR HIGH INTAKE AIR TEMP.</b>						
<b>CORRECTION: CHECKED OIL AND COOLANT LEVELS.</b>						
<b>STARTED ENGINE AND LET IT WARM UP TO 160 DEGREES.</b>						
<b>PUT UNIT IN AUTO AND LET BREAKER CLOSE. AFTER</b>						
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<b>TERMS:</b> NET CASH - DUE TENTH OF THE MONTH FOLLOWING PURCHASE. 1.5% PER MONTH (18% PER ANNUM) SERVICE CHARGE ON OVERDUE ACCOUNTS.				<b>Proforma Invoice</b> <b>(Quote Amount)</b>		


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BUTLER MACHINERY COMPANY

# PROFORMA INVOICE

<b>SOLD TO</b>	<b>CITY OF FARGO</b>		<b>SHIP TO</b>				
	<b>SOLID WASTE</b>						
	<b>PO BOX 2083</b>						
	<b>FARGO ND 58107-2083</b>						
<b>STORE</b>	<b>CUSTOMER NUMBER</b>	<b>YOUR ORDER NUMBER</b>		<b>SALESMAN</b>	<b>INVOICE DATE</b>	<b>INVOICE NUMBER</b>	<b>PAGE</b>
00	C28702				29 JUL 2024	0095031	6
<b>SHIP VIA</b>				<b>INV. SEQ.</b>	<b>DOC. DATE</b>	<b>REFERENCE NO.</b>	
				2	30 MAR 2024	0095031	
<b>UNIT NUMBER</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>METER READING</b>	<b>MACHINE ID NO.</b>		
313-15	CAT	G3516	04EK02533	82297.0	M004374		
<b>QUANTITY</b>	<b>PART NUMBER</b>	<b>N/R</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>		
<p style="text-align: center;">* * * PROFORMA INVOICE * * *</p> <p>BREAKER CLOSURE LET LOAD GO TO 300 KW. LET LOAD STABILIZE. AFTER LOAD STABILIZED STARTED TO INCREASE LOAD. MONITORED EXHAUST TEMPS AS LOAD WAS INCREASED. EXHAUST TEMPS BEGAN INCREASING. TRIED ADJUSTING THE CARB SCREWS TO LEAN OUT FUEL MIXTURE TO GET TEMPS TO COME DOWN. TEMPS STAYED AROUND 1200 DEGREES. MEASURED GAS PRESSURE IT WAS STABLE AND GOOD. TRIED ADJUSTING THE WASTEGATE TO GET MORE BOOST. COULD NOT GET MANIFOLD AIR PRESSURE TO GO ABOVE 10 PSI. ADJUSTED WASTE GATE THROUGH ENTIRE RANGE OF ADJUSTMENT. COULD GET TEMPS TO COME DOWN TO 1175 DEGREES. LOWERED LOAD AND MONITORED OPERATION. THERE WAS NO CHANGE IN TEMPS. LOWERED LOAD AND TOOK LOAD OFF UNIT. OPENED BREAKER AND SHUT UNIT DOWN. THE FOLLOWING DAY ATTEMPTED TO ADJUST ENGINE SETTINGS AGAIN TO GET LOWER EXHAUST TEMPERATURES. COULD NOT GET TEMPS TO GO BELOW 1175 DEGREES.</p>							
<b>TOTAL LABOR</b>				<b>SEG. 12</b>	<b>1681.00 *</b>		
<b>SEGMENT 12 TOTAL</b>					<b>1681.00 T</b>		
<p>-----</p> <p><b>TROUBLESHOOT EXHAUST MANIFOLD</b></p>							
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<b>TERMS:</b> NET CASH - DUE TENTH OF THE MONTH FOLLOWING PURCHASE 1.5% PER MONTH (18% PER ANNUM) SERVICE CHARGE ON OVERDUE ACCOUNTS.				<b>Proforma Invoice</b> <b>(Quote Amount)</b>			


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BUTLER MACHINERY COMPANY

**PROFORMA INVOICE**

<b>S O L D T O</b>	<b>SHIP TO</b>		CITY OF FARGO SOLID WASTE PO BOX 2083 FARGO ND 58107-2083										
	<b>STORE</b>	<b>CUSTOMER NUMBER</b>	<b>YOUR ORDER NUMBER</b>	<b>SALESMAN</b>	<b>INVOICE DATE</b>	<b>INVOICE NUMBER</b>	<b>PAGE</b>						
	00	C28702			29 JUL 2024	0095031	7						
	<b>SHIP VIA</b>		<b>INV. SEQ.</b>	<b>DOC. DATE</b>	<b>REFERENCE NO.</b>								
			2	30 MAR 2024	0095031								
<b>UNIT NUMBER</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>METER READING</b>	<b>MACHINE ID NO.</b>								
313-15	CAT	G3516	04EK02533	82297.0	M004374								
<b>QUANTITY</b>	<b>PART NUMBER</b>	<b>N/R</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>								
<p style="text-align: center;">* * * PROFORMA INVOICE * * *</p> <p>FOR LEAKS</p> <p>COMPLAINT: ENGINE HAD HIGH INTAKE AIR TEMPERATURES. CAUSE: ENGINE HAD LOW BOOST PRESSURE. CORRECTION: REMOVED EXHAUST BLANKETS. STARTED ENGINE AND MONITORED EXHAUST MANIFOLDS. FOUND A LEAK ON THE LEFT MANIFOLD AT THE CONNECTION BEFORE THE TURBO.</p> <table> <tr> <td>TOTAL LABOR</td> <td>SEG. 15</td> <td>451.00 *</td> </tr> <tr> <td>SEGMENT 15 TOTAL</td> <td></td> <td>451.00 T</td> </tr> </table> <p>-----</p> <p>REPLACE GASKET/RESEAL EXHAUST MANIFOLD</p> <p>COMPLAINT: ENGINE HAD LOW BOOST PRESSURE. CAUSE: EXHAUST MANIFOLD HAD A LEAK. CORRECTION: LOOKED UP AND ORDERED PARTS. ATTEMPTED TO LOOSEN ALL BOLTS. ALL BOLTS WERE SEIZED AND HAD TO BE BROKEN ONE AT A TIME FOR COMPONENT REMOVAL. SOME BOLTS WERE SEIZED INTO BORES IN THE MANIFOLDS. DETERMINED ENGINE WAS DUE FOR A TOP END BY HOURS. TALKED TO CUSTOMER ABOUT OVERHAUL.</p> <p>Butler Machinery Company's service labor is warranted to the customer for a period of 90 days from the date of work, to include defects in workmanship performed by Butler Machinery employees. This warranty would include the replacement of parts and labor, damaged by that defect in workmanship. Any failures caused by defect of parts, whether replaced new at the time of our work, or re-used, will be covered by the original manufacturer's applicable warranties, if any. Goods cannot be returned without our permission and are subject to restocking charge. All items marked with an asterisk (*) have been declared non-returnable by the manufacturer and are not acceptable for credit. Items not shown are backordered. Claims for shortages must be made within 5 days.</p>								TOTAL LABOR	SEG. 15	451.00 *	SEGMENT 15 TOTAL		451.00 T
TOTAL LABOR	SEG. 15	451.00 *											
SEGMENT 15 TOTAL		451.00 T											
<b>TERMS:</b> NET CASH - DUE TENTH OF THE MONTH FOLLOWING PURCHASE. 1.5% PER MONTH (18% PER ANNUM) SERVICE CHARGE ON OVERDUE ACCOUNTS.				<b>Proforma Invoice</b> <b>(Quote Amount)</b>									





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BUTLER MACHINERY COMPANY

# PROFORMA INVOICE

S O L D T O		SHIP TO					
CITY OF FARGO SOLID WASTE PO BOX 2083 FARGO ND 58107-2083							
STORE	CUSTOMER NUMBER	YOUR ORDER NUMBER		SALESMAN	INVOICE DATE	INVOICE NUMBER	PAGE
00	C28702				29 JUL 2024	0095031	8
SHIP VIA				INV. SEQ.	DOC. DATE	REFERENCE NO.	
				2	30 MAR 2024	0095031	
UNIT NUMBER	MAKE	MODEL	SERIAL NUMBER	METER READING	MACHINE ID NO.		
313-15	CAT	G3516	04EK02533	82297.0	M004374		
QUANTITY	PART NUMBER	N/R	DESCRIPTION	UNIT PRICE	EXTENDED PRICE		
* * * PROFORMA INVOICE * * *							
WAITING ON CUSTOMER DECISION TO PROCEED WITH THIS REPAIR OR TOP END OVERHAUL.							
5	1W-2430		CLAMP	\$ 81.81	409.05		
4	2N-2765		BOLT	\$ 12.84	51.36		
8	3E-6916		NUT	\$ 7.12	56.96		
1	4W-1478		SEAL G	\$ 131.25	131.25		
5	7C-3920		SEAL	\$ 37.21	186.05		
5	7C-3921		RING	\$ 13.05	65.25		
8	7L-6443		BOLT	\$ 16.02	128.16		
16	8C-8491		WASHER	\$ 2.71	43.36		
1	148-3472		SHIELD AS	\$ 579.43	579.43		
1	148-3473		SHIELD AS	\$ 910.74	910.74		
1	148-3474		SHIELD AS	\$ 545.97	545.97		
1	148-3475		SHIELD AS	\$ 559.74	559.74		
1	148-3476		SHIELD AS	\$ 511.38	511.38		
4	168-7800		LOCKNUT	\$ 3.09	12.36		
1	178-2439		SEAL AS	\$ 215.02	215.02		
TOTAL PARTS				SEG. 18	4406.08 *		
TOTAL LABOR				SEG. 18	840.50 *		
SEGMENT 18 TOTAL					5246.58 T		
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<p style="text-align: center;">* * * PROFORMA INVOICE * * *</p> <p>TRAVEL TO/FROM GENERATOR SET</p> <table> <tr> <td></td> <td>TOTAL LABOR</td> <td>SEG. 9A</td> <td>143.50 *</td> </tr> <tr> <td>1.00</td> <td>NT SERV ZONE 1</td> <td></td> <td>90.00</td> </tr> <tr> <td></td> <td>TOTAL MISC CHGS</td> <td>SEG. 9A</td> <td>90.00 *</td> </tr> <tr> <td></td> <td>SEGMENT 9A TOTAL</td> <td></td> <td>233.50 T</td> </tr> </table> <p>-----</p> <p>TRAVEL TO/FROM GENERATOR SET</p> <table> <tr> <td></td> <td>SEGMENT TO TRAVEL TO MONITOR ENGINE OPERATION</td> <td></td> <td></td> </tr> <tr> <td>1.00</td> <td>NT SERV ZONE 1</td> <td></td> <td>90.00</td> </tr> <tr> <td></td> <td>TOTAL MISC CHGS</td> <td>SEG. 9B</td> <td>90.00 *</td> </tr> <tr> <td></td> <td>SEGMENT 9B TOTAL</td> <td></td> <td>90.00 T</td> </tr> </table> <p>-----</p> <p>TRAVEL TO/FROM GENERATOR SET</p>									TOTAL LABOR	SEG. 9A	143.50 *	1.00	NT SERV ZONE 1		90.00		TOTAL MISC CHGS	SEG. 9A	90.00 *		SEGMENT 9A TOTAL		233.50 T		SEGMENT TO TRAVEL TO MONITOR ENGINE OPERATION			1.00	NT SERV ZONE 1		90.00		TOTAL MISC CHGS	SEG. 9B	90.00 *		SEGMENT 9B TOTAL		90.00 T
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BUTLER MACHINERY COMPANY

**PROFORMA INVOICE**

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STORE	CUSTOMER NUMBER	YOUR ORDER NUMBER		SALESMAN	INVOICE DATE	INVOICE NUMBER	PAGE
00	C28702				29 JUL 2024	0095031	10
SHIP VIA				INV. SEQ.	DOC. DATE	REFERENCE NO.	
				2	30 MAR 2024	0095031	
UNIT NUMBER	MAKE	MODEL	SERIAL NUMBER	METER READING	MACHINE ID NO.		
313-15	CAT	G3516	04EK02533	82297.0	M004374		
QUANTITY	PART NUMBER	N/R	DESCRIPTION	UNIT PRICE	EXTENDED PRICE		
<p style="text-align: center;">* * * PROFORMA INVOICE * * *</p>							
SEGMENT TO TRAVEL TO TROUBLESHOOT SHUTDOWN FAULT 1.00 NT SERV ZONE 1 90.00							
TOTAL MISC CHGS				SEG. 9C	90.00 *		
SEGMENT 9C TOTAL					90.00 T		
-----							
TRAVEL TO/FROM GENERATOR SET							
SEGMENT TO DISASSEMBLE EXHAUST MANIFOLD							
TOTAL LABOR				SEG. 9D	143.50 *		
1.00			NT SERV ZONE 1		90.00		
1.00			NT SERV ZONE 1		90.00		
TOTAL MISC CHGS				SEG. 9D	180.00 *		
SEGMENT 9D TOTAL					323.50 T		
-----							
TRAVEL TO/FROM GENERATOR SET							
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<p>Butler Machinery Company's service labor is warranted to the customer for a period of 90 days from the date of work, to include defects in workmanship performed by Butler Machinery employees. This warranty would include the replacement of parts and labor, damaged by that defect in workmanship.</p> <p>Any failures caused by defect of parts, whether replaced new at the time of our work, or re-used, will be covered by the original manufacturer's applicable warranties, if any.</p> <p>Goods cannot be returned without our permission and are subject to restocking charge. All items marked with an asterisk (*) have been declared non-returnable by the manufacturer and are not acceptable for credit.</p> <p>Items not shown are backordered.</p> <p>Claims for shortages must be made within 5 days.</p>																																									
<b>TERMS:</b> NET CASH - DUE TENTH OF THE MONTH FOLLOWING PURCHASE. 1.5% PER MONTH (18% PER ANNUM) SERVICE CHARGE ON OVERDUE ACCOUNTS.				<b>Proforma Invoice</b> <b>(Quote Amount)</b>																																					

CORPORATE OFFICE: Box 9559, Fargo, ND 58106-9559 \* Ph.: (701) 232-0033 \* Fax: (701) 298-1717

visit our web site: [www.Butler-machinery.com](http://www.Butler-machinery.com)

**Fargo**  
(701) 280-3100  
**Sioux Falls**  
(605) 336-3010

**Watertown**  
(605) 954-7100

**Bismarck**  
(701) 223-0890  
**Rapid City**  
(605) 342-4850

**Devils Lake**  
(701) 665-3800

**Minot**  
(701) 852-3508  
**Aberdeen**  
(605) 225-6240

**Huron**  
(605) 353-1200

**Grand Forks**  
(701) 775-4238  
**Pierre**  
(605) 224-5400

**Hoople**  
(701) 894-6363

**Jamestown**  
(701) 251-1400  
**Dickinson**  
(701) 456-1400

**Hankinson**  
(701) 242-7474

BUTLER MACHINERY COMPANY

**PROFORMA INVOICE****S  
O  
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D  
T  
O**

CITY OF FARGO  
SOLID WASTE  
PO BOX 2083  
FARGO ND 58107-2083

**SHIP TO**

STORE	CUSTOMER NUMBER	YOUR ORDER NUMBER	SALESMAN	INVOICE DATE	INVOICE NUMBER	PAGE
00	C28702			29 JUL 2024	0095031	12
SHIP VIA	INV. SEQ.	DOC. DATE	REFERENCE NO.			
	2	30 MAR 2024	0095031			
UNIT NUMBER	MAKE	MODEL	SERIAL NUMBER	METER READING	MACHINE ID NO.	
313-15	CAT	G3516	04EK02533	82297.0	M004374	
QUANTITY	PART NUMBER	N/R	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	

\* \* \* PROFORMA INVOICE \* \* \*

HANDLING CHARGE

1180.32 T

TAX EXEMPTION LICENSE E-4168

Butler Machinery Company's service labor is warranted to the customer for a period of 90 days from the date of work, to include defects in workmanship performed by Butler Machinery employees. This warranty would include the replacement of parts and labor, damaged by that defect in workmanship.  
Any failures caused by defect of parts, whether replaced new at the time of our work, or re-used, will be covered by the original manufacturer's applicable warranties, if any.  
Goods cannot be returned without our permission and are subject to restocking charge. All items marked with an asterisk (\*) have been declared non-returnable by the manufacturer and are not acceptable for credit.

Items not shown are backordered.  
Claims for shortages must be made within 5 days.

**TERMS:** NET CASH - DUE TENTH OF THE MONTH FOLLOWING PURCHASE  
1.5% PER MONTH (18% PER ANNUM) SERVICE CHARGE ON OVERDUE ACCOUNTS.

**Proforma Invoice**  
**(Quote Amount)**

\$ 32104.83

Please Remit All Payments to: Butler Machinery Co. Box 9559, Fargo, ND 58106-9559

REPORT OF ACTIONUTILITY COMMITTEE

(36)

Project No: Not Assigned Yet

Type: Engineering Task Order - Water Tower Rehab

Location: Water Tower #6 (32<sup>nd</sup> Avenue South & 33<sup>rd</sup> Street)

Date of Hearing: 8/21/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/30/2024</u>
Project File	

Troy Hall, Water Utility Director, presented the attached memo and proposed engineering task order regarding the reconditioning of Water Tower #6 (32<sup>nd</sup> Avenue South & 33<sup>rd</sup> Street). Water Tower #6 is on the Capital Improvement Plan (CIP) for the Water Utility and in the financial model to be funded with Infrastructure Sales Tax (Fund 450). The proposed engineering task order with HDR Engineering, Inc. is in the amount of \$179,130 and will cover engineering for the design, bidding, and construction observation of the tower rehabilitation project. KLM Engineering, Inc. will be a sub-consultant on the project for coatings inspections and other duties.


The scope of the rehabilitation project will include a full blast and recoat of the interior and exterior of the water tower. There will also be several plumbing changes internal to the water tower, including a new riser pipe, tower valves moved above ground in the base of the tank, and a new water mixing system to prevent ice damage in the winter. This construction is expected to occur in 2025, but may be delayed if there is a cost advantage to doing so.

**MOTION:**

On a motion by Ben Dow, seconded by Jim Hausauer, the Utility Committee voted to approve the task order with HDR Engineering, Inc. in the amount of \$179,130 for engineering toward Water Tower #6 rehabilitation.

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

ATTEST:

  
 Troy B. Hall  
 Water Utility Director

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

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)**MEMORANDUM**

August 16, 2024

---

**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** HDR Engineering, Inc. Task Order No. 1 – Water Tower #6 Rehabilitation

---

Attached, please find a proposed task order with HDR Engineering, Inc. (HDR) for engineering services related to reconditioning Water Tower #6. This water tower is located on 32<sup>nd</sup> Avenue near Essentia Health. In addition to interior and exterior coating replacement, the project will include piping modifications. The HDR task order is in the amount of \$179,130 for design, bidding, and construction services. KLM Engineering, Inc. will be a sub-consultant on the rehabilitation project and is a coatings specialty firm. A cost breakdown is provided in the attached task order. At this time, it is anticipated that the construction will take place in 2025. This project is in the Water Utility Capital Improvement Plan (CIP) and financial model.



Water Tower #6 is the last remaining water tower with the old blue exterior coating and is in the Water Utility Capital Improvement Plan to be rehabilitated in 2025.

**Plan of Financing**

The rehabilitation of Water Tower #6 is in the proposed 2025 budget. It is requested to be funded with cash using Infrastructure Sales Tax (Fund 450). This project is in the Water Utility Capital Improvement Plan (CIP) and financial model.

**SUGGESTED MOTION:**

Approve Task Order No. 1 with HDR Engineering, Inc. in the amount of \$179,130 for the design, bidding, and construction observation to rehabilitate Water Tower #6 (32<sup>nd</sup> Avenue South & 33<sup>rd</sup> Street).

Your consideration in this matter is greatly appreciated.



August 2, 2024

City of Fargo - Water Treatment Facility  
c/o Troy Hall - Water Utility Director  
435 14th Avenue South  
Fargo, ND 58103

RE: Water Tower #6 Reconditioning and Piping Improvements Project

Dear Mr. Hall,

Thank you for the opportunity to meet regarding the Water Tower 6 Rehabilitation and assess the improvements needed at the site. We look forward to the opportunity to design upgrades at the tower. Our anticipated scope of design services includes the following: various piping and valving improvements, development of a piping room inside the base of the tower, and addition of a pump for mixing and water quality enhancement.

In response to your request, we have engaged KLM Engineering, Inc., as a subconsultant. KLM will complete coatings design and construction inspection of the interior (wet and dry) and exterior blasting and recoating surfaces. Attached, you will find scope and fee documents, which outline the anticipated scope of work necessary to complete the design, bidding, and construction administration of the project.

We would like to thank the City of Fargo for offering HDR the opportunity to work with you on this important project. We will begin the project following execution of the task order.

Please review and feel free to contact myself or Kris Knutson at (218) 329-9528 if you have questions or need additional information.

Sincerely,  
HDR Engineering, Inc

A handwritten signature in blue ink, appearing to read 'B. King'.

Brian King, PE  
*Office Lead*

This is Task Order No. 1,  
consisting of 3 pages.

**Task Order # 2024-01**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 12/14/2020 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: August 7, 2024
- b. Owner: City of Fargo Water Utility
- c. Engineer: HDR Engineering, Inc.
- d. Specific Project (title): Water Tower #6 Reconditioning and Piping Improvements Project
- e. Specific Project (description): Design, Bidding, and Construction Administration for the Reconditioning and Piping Improvements Water Tower #6 Project.

**2. Services of Engineer**

As described in Exhibit A

**3. Scope of Work**

As described in Exhibit A.

**4. Additional Services**

- A. Additional Services that may be authorized or necessary under this Task Order are: *None at this time*

**5. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: *N/A*

**6. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Description of Service	Date Complete
75% - Design Review	September 18, 2024
100% - Final Design Services Submittal	November 01, 2024
Final Plans, Specifications and Contract Documents Complete	January 07, 2025
Project Bid Opening Date	February 13, 2025
Construction Completion	October 19, 2025

## 7. Deliverables:

- Conceptual Drawings (75% deliverable)
- Final Design Drawings and Specifications (100% deliverable)
- Issued for Bid Drawings and Specifications
- Bid Tab and Award Recommendation
- Approved for Construction (Conformed) plans

## 8. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Task 1 – Preliminary Design Services	\$ 7,630.00	HNTE
Task 2 – Design and Specifications	\$ 31,200.00	
Task 3 – Bidding Services	\$ 12,710.00	
Task 4 – Basic Construction Services	\$ 23,210.00	
Expenses	\$ 1,990.00	
Subconsultant (KLM Engineering)	\$ 102,390.00	
<b>TOTAL COMPENSATION</b>	<b>\$ 179,130.00</b>	
<b>TOTAL HOURS (HDR)</b>	<b>460</b>	<b>(N/A)</b>

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

## 9. Consultants retained as of the Effective Date of the Task Order:

*KLM Engineering*

## 10. Other Modifications to Agreement and Exhibits: *None*

## 11. Attachments: *2024 Rate Sheet and Exhibit A – Scope of Services*



**12. Other Documents Incorporated by Reference:****13. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement 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 August 7, 2024

OWNER:

By: \_\_\_\_\_

Print Name: Troy Hall

Title: Water Utility Director

ENGINEER:

By: 

Print Name: Jason Kjenstad, PE

Title: Sr. Vice President, Area Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Troy Hall

Title: Water Utility Director

Address: City of Fargo Water Treatment Plant

435 14<sup>th</sup> Ave S

Fargo, ND 58102

E-Mail thall@fargond.gov

Address: \_\_\_\_\_

Phone: 701-371-6571

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brian King, PE

Title: Project Manager / Office Lead

Address: HDR Engineering

51 N Broadway, Suite 550

Fargo, ND 58102

E-Mail brian.j.king@hdrinc.com

Address: \_\_\_\_\_

Phone: 701-353-6117

## Exhibit A

### Tower #6 Reconditioning and Piping Improvements Project

### City of Fargo

#### General

The City of Fargo (City) has requested that HDR develop a scope of services for design and construction of the Water Tower 6 reconditioning and piping improvements project. The tower's existing coatings need replacement, and piping and valving improvements are desired by City Staff to enhance operation and control of the water tower. HDR is ready to proceed with work associated with this project upon receipt of a notice to proceed from the City.

#### BACKGROUND INFORMATION

HDR staff has visited Water Tower 6 with City of Fargo Staff and discussed the following proposed improvements:

- Interior (wet and dry) and exterior blasting and recoating surfaces.
- Addition of valve service room within existing water tower base. Service room to include lighting and heating.
- Riser pipe replacement.
- Piping modifications to allow for valve operations in proposed new valve service room within tower base.
- Replacement piping and valves inside existing meter pit. Demolition of meter pit following removal of piping.
- Addition of recirculation pump at the base of the tower for the purpose of replacement of existing grid bee mixer.

#### PROJECT SCHEDULE

The preliminary project schedule is presented below. This schedule is preliminary and subject to change upon City Project Manager approval. This schedule assumes City review time following design submittals is three weeks or less. Additional review time, changes in scope, or other unforeseen circumstances will require revisions to the schedule.

- |                                                               |          |
|---------------------------------------------------------------|----------|
| • 75% - Design Review                                         | 9/18/24  |
| • 100% - Final Design Services Submittal                      | 11/1/24  |
| • Final Plans, Specifications and Contract Documents Complete | 1/7/25   |
| • Project Bid Opening Date                                    | 2/13/25  |
| • Project 100% Construction Complete                          | 10/19/25 |

## **SCOPE OF SERVICES**

### **TASK 1 - PRELIMINARY DESIGN SERVICES:**

This task consists of the overall management of the project, project communication, and coordination conferences/meetings.

- 1.1 Project Management and Administration. This task includes coordination of staff, preparation of correspondence, invoicing, monthly progress report, schedule updates, and period meetings with City staff. Monthly meetings between the City's and HDR's project manager are anticipated.
- 1.2 Kick-off Conference: HDR shall meet with City staff to detail project concept and scope. HDR shall prepare an agenda, take minutes, and distribute minutes.

Task 1 Deliverables shall include:

- Kickoff meeting (2- hours) with City stakeholders and up to three HDR staff members.
- Deliverables will be provided to attendees and others as requested in electronic PDF format.

Task 1 Assumptions shall include:

- Kickoff meeting with City stakeholders and up to three HDR staff members

### **TASK 2 - DESIGN SERVICES:**

This task consists of engineering services necessary design the proposed improvements. Task 2 includes the following itemized services:

2.1 Conceptual drawings (75% deliverable) to include:

- Cover sheet.
- General notes
- ROW and easements.
- Site plans (driveway repair and site plan)
- Pipe vault piping demolition sheets.
- Proposed Tower base room plans and sections.
- Electrical one-line diagram
- Plans documents shall adhere to current City of Fargo guidelines as much as possible. Plan sheets shall be prepared utilizing the latest City of Fargo Drafting Standards. City guidelines and details will be supplemented with HDR CADD Standards where appropriate to reflect items not addressed in the City standards but required for this project, which includes addition of a valve operations room.
- Design specifications. Provide detailed specifications supplementing the City of Fargo Standard Specifications, as necessary. Typically, project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.
- Construction sequence will be considered throughout the design phase. Construction will be phased as necessary to keep existing facilities operational to the greatest extent possible for the duration of construction.
- Specifications:
  - KLM Engineering to provide relevant painting, blasting and structural sheets as applicable.

2.2 Conceptual drawings (100% deliverable) to include:

- Cover sheet
- General notes
- ROW and easements.
- Site plans (driveway repair and site plan)
- Pipe vault piping demolition sheets.
- Electrical one-line diagram
- Valve room sheets:
  - Process –
    - Proposed sheets include: overall plan view, enlarged view and up to two (2) section view sheets.
    - Recirculation pump design and process pipe
  - Structural – Design of structural components of riser pipe support
  - Architectural – Design of pipe valve control room. Code review and requirements.
  - Electrical – Design of lighting with proposed structure within water tower
  - I&C – Design of valve control systems and actuator controls for proposed new plug valve.
- Erosion control
- Submittal requirements
- Detailed specifications to supplement City of Fargo Standard Specifications
- Identify exceptions to City Standards as needed (provided one month prior to authorization to advertisement)

2.3 KLM Specifications and Design – see attached proposal. The City has requested KLM to complete design specifications for applicable specification sections.

2.4 QA/QC: QA/QC to be performed by senior HDR staff member.

Task 2 Deliverables shall include:

- One 75% (2-hour) design workshop consisting of up to three (3) HDR staff. Meeting minutes to be provided.
- One 100% (2-hour) design workshop consisting of up to three (3) HDR staff. Meeting minutes to be provided.
- Preliminary Design Submittal (75%)
  - Three (3) copies and pdf of Drawings (11" x 17") and Specifications.
- Final Design Services Submittal (100%)
  - Three (3) copies and pdf of Drawings (11" x 17") and Specifications.
  - Final opinion of construction costs
- Issued for Bid Submittal
  - 100% review comment responses
  - Issued for Bid drawings and specifications
  - Final opinion of construction costs
  - AutoCAD files on thumb drive or submitted through file sharing software
  - Specifications in Microsoft Word format
  - Five (5) copies and pdf of Drawings (11" x 17") and Specifications.

Assumptions:

- Projects will be prepared for unit price or lump sum bids as appropriate for the type of work.

- The bid package will provide a list of required permits for the Contractor's information. The Contractor is required to obtain and pay for required permits.
- HDR shall assist in preparing transmittal letters for Owner's signature and scheduling of submittals. Copy costs will be the responsibility of the city.
- Geotechnical work is not required.
- HDR will submit the plan and specification review form to NDDEQ for review. Costs or fees for NDDEQ reviews will be responsibility of City.
- Additional easements or survey outside of the tower site will be the responsibility of the city. City will prepare legal documents for construction easements (if required).
- SCADA design is included, however, no integration services have been included. It is assumed that the City of Fargo will contract these services separately.
- It is assumed that no hazardous materials, including asbestos pipe removal will be included in design.

#### TASK 3 – BIDDING SERVICES:

This task consists of services necessary for the administration of the Bidding Services of the project and will include the following itemized services. City to be responsible for bid document distribution and printing costs.

- 3.1 Submit information to the City PM for completion of advertising process.
- 3.2 HDR shall proof print quality before full production of project bid copies are made and coordinate printing process by delivering pdf file of plans to the copier. The pdf will be furnished to the City for posting of the project on Public bidding websites.
- 3.3 Arrange and conduct a Pre-bid Conference. Prepare pre-bid agenda and submit to City PM for review and comment prior to the pre-bid meeting. Record attendance and minutes.
- 3.4 Respond to bidders' questions throughout the bidding services phase.
- 3.5 Prepare and issue addenda to the bid documents as required.
- 3.6 Review Bidder's Proposals and review and sign the City Engineering prepared Bid Tab, prepare an award recommendation letter to the City PM, and sign a City Engineering prepared Award Summary.
- 3.7 Incorporate applicable addenda into a plan set and issue as "Approved for Construction".

Task 3 Deliverables shall include:

- Prebid Conference Meeting Minutes
- Bid Tab and Award Recommendation
- Addenda as required
- "Approved for Construction" (Conformed) plans
  - Three (3) copies and pdf of Drawings and Specifications.
  - Two (2) half-size copies and one (1) full size copy of Drawings.

#### TASK 4 – BASIC CONSTRUCTION SERVICES:

This task consists of basic construction support services for the project. Task 4 includes the following itemized services:

- 4.1 Arrange and conduct a Pre-Construction Conference (up to 2 hours, attended by up to 3 HDR staff). Prepare agenda and submit to City PM for review and comment prior to the meeting. Record attendance and minutes. Distribute minutes to attendees.

- 4.2 Review, comment on, and return shop drawings, submittals, test results, and samples. HDR will not be held responsible for comments, errors, and omissions for submittals which were not reviewed by HDR.
- 4.3 KLM engineering to review appropriate submittals as necessary. KLM to perform field construction observations.
- 4.4 Initiate field orders when questions and concerns arise that cannot be resolved through a close and thorough examination of the Contract Documents, or which an interpretation may result in a material change in the design or operational intent of the facility.
- 4.5 Provide written clarification regarding drawing and specification questions in response to Requests for Information (RFIs).
- 4.6 Bi-weekly Meetings
- 4.7 Prepare an Operation and Maintenance (O&M) Manual for the improvements. Document shall include a general valve operations description, process control, startup and shutdown, normal operating procedures, emergency operating procedures, alarm conditions and troubleshooting, design criteria, safety, maintenance, and figures. O&M manuals for equipment will be provided separately by the Contractor.
- 4.8 Prepare "As-Built" plans and specifications. All "As-Built" plans and specifications, believed by the Engineer of Record to be final, shall contain a Certification Statement of Conformance, which shall read, "I (insert Engineer of Record's name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project." This statement shall appear on the title sheet of the drawings and on the first page of the specifications after the cover sheet. The "Certification Statement of Conformance" shall be signed and dated by the Engineer of Record.
- 4.9 Project Management – Assumed March 25- October 25 construction period.
- 4.10 Warranty Evaluation – To be provided by KLM.

Task 4 Deliverables shall include:

- Pre-Construction Conference Meeting Minutes
- Operation and Maintenance (O&M) Manual
  - One (1) hard copy and pdf
- As-Built plans and specifications
  - One (1) hard copy and pdf
  - AutoCAD files on thumb drive or submitted through file sharing software

Assumptions:

- On-site observation and inspections services are to be performed by KLM Engineering, Inc. KLM's estimates a 11-week project for the contractor and 10 weeks of supervision.
- HDR's services for construction assume a 11-week project duration.
- Attendance at progress meetings is included for up to 2 HDR staff.
- 1 Change Order Proposal, 3 request for information (RFIs), and up to 15 Submittals are assumed.

## REPORT OF ACTION

(31)

## UTILITY COMMITTEE

Project No: WA2152

Type: Task Order Amendment-Softening Basin Rehab

Location: Water Treatment Plant (435 14<sup>th</sup> Avenue South)

Date of Hearing: 8/21/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/30/2024</u>
Project File	<u></u>

Dan Portlock, Water Utility Engineer, presented the attached memo and proposed engineering task order amendment regarding construction engineering services with Project WA2152, Primary Softening Basin Rehabilitation in the 1997 Water Treatment Plant. The task order amendment is in the amount of \$96,850. With corrosion damage in the primary softening basins after over 25 years of operation, it is difficult to exactly predict the level of inspection effort needed to make repairs, blast, and recoat metal surfaces. This amendment increases inspection services time on the project for AE2S and KLM Engineering, Inc. (KLM). KLM is a coating systems specialty firm. This project is a major overhaul of the primary softening basins, having highly corrosive duties.

Project WA2152 is funded through a low-interest Drinking Water State Revolving Fund (DWSRF) loan and is part of the Capital Improvement Plan (CIP) for the Water Utility.

**MOTION:**

On a motion by Mark Miller, seconded by Nathan Boerboom, the Utility Committee voted to approve the task order amendment with AE2S in the amount of \$96,850 for additional inspection services with Project WA2152.

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

ATTEST:

  
 Troy B. Hall  
 Water Utility Director

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

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)**MEMORANDUM**August 21<sup>st</sup>, 2024

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**To:** Utility Committee

**From:** Dan Portlock, Water Utility Engineer

**Re:** AE2S Task Order No. 22 Amendment – Primary Softening Rehab (WA2152)

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Attached, please find a proposed task order amendment in the amount of \$96,850 with AE2S for additional inspection hours for the primary softening basin rehab project. After blasting the paint off of the steel in the basins, there was more corrosion than expected which ended up taking longer to finish. It can prove difficult to estimate the number of hours and level of effort on a rehabilitation project like this. Even though our basins were painted at the same time, they had different levels of corrosion based on what was found after the coatings were blasted off.

Included in this task order amendment is additional time for KLM engineering which is a coatings specialist. We also use them on our water towers to ensure we have a long life for these specialized coatings. This task order also includes additional inspection hours to finish the last basin this fall.



Before Rehabilitation

After rehabilitation

This project is in the Water Utility 20-year Capital Improvement Plan (CIP).



The task order amendment will be billed hourly. The following is the scope, estimated hours, and cost breakdown.

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
<b>061</b>	<b><i>Construction Phase Services</i></b>	<b><i>Method B</i></b>		
01	<i>Construction Phase Services (additional)</i>		310	\$59,900
02	<i>Specialty Site Visits (additional)</i>		170	\$36,950
<b>Total</b>			<b>480</b>	<b>\$96,850</b>

#### Plan of Financing

This project is recommended to be funded with the low-interest SRF loan that has already been approved. This project is in the Water Utility Capital Improvement Plan (CIP) and part of the WTP Facility Plan - Phase 2.

#### **SUGGESTED MOTION:**

Approve AE2S Task Order No. 22 Amendment in the amount of \$96,850 for the primary softening basin rehabilitation project.

Your consideration in this matter is greatly appreciated.

**Amendment No. 1 To Water Consulting Task Order No. 22**

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**1. Background Data:**

- a. Effective Date of Task Order: December 14, 2022
- b. Owner: City of Fargo Enterprise Utilities (Water Utility)
- c. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- d. Engineer Project Name: Fargo LSWTP Primary Softening Basin Rehab
- e. Engineer Project No.: P00803-2021-009

**2. Description of Modifications**

- a. Engineer shall perform the following Additional Services:
  - 1) Phase 061 – Construction Phase Services:
    - i. Engineer shall provide additional periodic on-site observation services of on-site RPR to observe and document construction activities to assist Owner with Construction activities.
      - a) Provide additional RPR time (approximately 100 hours) from October 2023 through April 2024 due to increased construction activity.
      - b) Provide 14 weeks of on-site RPR services (September 16, 2024 through December 20, 2024) estimated at 15 hours per week.
    - ii. Engineer shall arrange to conduct two additional site visits per basin (six additional visits) by a NACE (National Association of Corrosion Engineers) coating certified inspector. The NACE inspector will examine the prepared surfaces prior to painting to ensure substrate is properly prepared and ready for paint, identify areas that could cause premature corrosion, and assess paint application to verify dry film thickness and coating bonds to substrate.

- b. For the Additional Services set forth above, Owner shall pay Engineer the following additional compensation:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
<b>061</b>	<b>Construction Phase Services</b>	<b>Method B</b>		
01	Construction Phase Services (additional)		310	\$59,900
02	Specialty Site Visits (additional)		170	\$36,950
<b>Total</b>			<b>480</b>	<b>\$96,850</b>

- c. The schedule for rendering services under this Task Order is modified as follows:

- 1) The construction completion date of April 2024 is extended to December 31, 2024.

### 3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$399,300
- b. Net change for prior amendments: \$ 0
- c. This amendment amount: \$ 96,850
- d. Adjusted Task Order amount: \$496,150

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

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

The Effective Date of this Amendment is August 21, 2024

OWNER: City of Fargo (Water Utility)

ENGINEER: Advanced Engineering and  
Environmental Services, LLC (AE2S)

By:

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Name: Troy Hall

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Title: Water Utility Director

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By:



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Name: Ryan Grubb, PE

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Title: Operations Manager

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