

FARGO CITY COMMISSION AGENDA  
Monday, September 9, 2019 - 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, August 26, 2019).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Receive and file an Ordinance Relating to Lodging Tax.
- 2. 1st reading of an Ordinance Relating to Restrictions on Sale, Service or Dispensing of Alcoholic Beverages.
- 3. 2nd reading and final adoption of the following Ordinances; 1st reading, 8/26/19:
  - a. Relating to Ordinance Violations.
  - b. Amending Ordinance No. 5140 which Rezoned Certain Parcels of Land Lying in Diamond Willow Addition, A Replat of Portions of Douglas Addition.
- 4. Gaming Site Authorizations:
  - a. Horse Race ND at Labby's Bar & Grill (amended).
  - b. ND Association for the Disabled, Inc. at Cowboy Jack's.
  - c. Fraser Ltd. at Golf Addiction ND LLC.
  - d. Team Makers Club, Inc. at Big Erv's at Rose Creek.
  - e. Boys & Girls Club of the Red River Valley at Fargo Billiards and Gastropub.
- 5. Applications for Games of Chance:
  - a. Jeremiah Program Fargo-Moorhead for a raffle on 10/18/19.
  - b. Dakota Medical Foundation – Lend A Hand Up for a raffle and raffle board on 9/28/19.
  - c. Jeff Maddock Benefit Softball Tournament for a raffle on 9/21/19; Public Spirited Resolution.
  - d. United Way of Cass-Clay for a raffle board on 9/24/19.
  - e. ND Dental Foundation for a raffle on 9/20/19.
  - f. ND Dental Hygienists' Association for a raffle on 9/20/19; Public Spirited Resolution.
  - g. NDSU Foundation and Alumni Association for a raffle and raffle board on 10/12/19.
  - h. Kappa Psi Fraternity for a raffle on 10/21/19.
  - i. 57th Directors Staff for a raffle board on 10/12/19.
- 6. Agreement with Baker Tilly for the Development of a Fiscal Impact Model.
- 7. Change Order No. 10 for an increase of \$42,518.71 for Project No. FM-15-K1.

Negative Final Balancing Change Order No. 1 in the amount of -\$63,040.00 for Project No. SN-18-B2.

9. Change Order No. 2 for an increase of \$15,465.38 for Project No. SR-19-A1.
10. Bid award for suspended modular tile sports floor system at the FARGODOME.
11. Resolution Calling for a public hearing on Host Approval on the Issuance of Revenue Bonds, Series 2019 (Sanford) by the Colorado Health Facilities Authority and Authorizing the Publication of a Notice of the Public Hearing on 9/23/19.
12. Contract Agreement with AE2S Communications for tobacco use reduction media campaign (RFP 19131).
13. Contract Agreement for Services with Southeast Human Service Center.
14. Agreement for Services with Cobalt Rehabilitation Hospital.
15. Agreement for Services with Emily Altstadt.
16. Contract Agreement for Services with Child Care Aware of ND.
17. Memorandum of Understanding with ND Department of Health.
18. Notice of Grant Award with the ND Department of Health for the following:
  - a. Comprehensive Cancer and Obesity Prevention in Child Care in 2019 (CFDA #93.898).
  - b. Comprehensive Cancer and Obesity Prevention in Child Care in 2020 (CFDA #93.898).
  - c. Increasing breastfeeding rates and reducing obesity in children (CFDA #93.994).
  - d. Implementation of a regional public health opioid network (CFDA #93.354).
  - e. Supplemental Nutrition Program (CFDA #10.557).
  - f. Increasing immunization rates for local public health units (CFDA #93.268).
  - g. Enhancing Harm Reduction (CFDA #93.354).
19. Notice of Grant Award with the ND Department of Environmental Quality for public water supply supervision program-EPA Block (CFDA #66.605).
20. Benefit renewals as presented effective 1/1/20.
21. 2019 Community Development Block Grant and HOME Partnership allocations from the US Department of Housing and Urban Development.
22. Professional Services Agreement with TDA Consulting, Inc. to develop a 2020-2024 Consolidated Plan and assessment of the Fair Housing for HUD Community Block Grant and HOME Partnership Programs.
23. Resolution regarding proposed corrected Plat of The Edge Addition and to set a public hearing for 5:15 pm on 10/7/19.
24. Advertisement for Construction Bids for the Reconditioning of Water Tower Nos. 4 and 7.
25. Bills.

Page 20. Change Orders No. 2 for an increase of \$26,915.00 and time extension to 10/23/19 for Improvement District No. PN-18-C1.

27. Change Order No. 4 for an increase of \$30,411.70 and 14-day time extension for Improvement District No. DN-18-A1.
28. Change Order No. 1 for an increase of \$76,915.00 and time extension to 10/11/19 for Improvement District No. PR-19-F1.
29. Change Order No. 2 for an increase of \$65,726.27 for Improvement District No. BN-19-B1.
30. Change Order No. 2 for an increase of \$13,740.00 for Improvement District No. BR-18-F1.
31. Cost Participation and Maintenance Agreement with the NDDOT (Improvement District No. BR-19-A1).
32. Amendment No. 1 with Apex Engineering Group in the amount of \$29,586.00 for Improvement District No. BN-20-A0.
33. Change Order No. 4 for a 1-day time extension for Improvement District No. BR-18-A1.
34. Improvement District No. VF-19-C1:
  - a. Selkirk Place First Addition Development and Assessment Agreement.
  - b. Land Exchange Agreement with Earlyne Hector.

#### **REGULAR AGENDA:**

35. Presentation on the FM Diversion Recreation Plan.
36. Public Hearings - 5:15 pm:
  - a. CONTINUE to 9/23/19 - Right-of-Way Vacation of the alley between Lots A, B, C, D, E, F, T and U, the vacated 10 foot alley adjacent to Lots T and U, Hagaman's Subdivision of part of Block 2, Roberts Addition (624 2nd Avenue North and 613, 617 and 621 1st Avenue North); approval recommended by the Planning Commission on 4/2/19; continued from the 7/15/19, 8/12/19 and 8/26/19 Regular Meetings.
  - b. CONTINUE to 9/23/19 – Right-of-Way Vacation of a portion of 5th Street North between Blocks 21 and 22 Keeney and Devitt's Second Addition and lying North of 4th Avenue North and South of Lot B, Block 1, Great Northern Depot Addition (410 5th Street North); continued from the 8/12/19 and 8/26/19 Regular Meetings.
  - c. Zoning Change from SR-2, Single-Dwelling Residential to NO, Neighborhood Office on Lot 11, Block 1, Scilley's Addition (1604 52nd Avenue South); approval recommended by the Planning Commission on 8/6/19:
    1. 1st reading of rezoning Ordinance.
  - d. The Pines at the District Addition (3800 56th Avenue South); approval recommended by the Planning Commission on 8/6/19:
    1. Growth Plan Amendment.
    2. Zoning change from MR-3, Multi-Dwelling Residential to LC, Limited Commercial.
    3. 1st reading of rezoning Ordinance.

- e. Appeal of a Planning Commission decision on 8/6/19 to approve a Conditional Use Permit that would allow a bed and breakfast in the SR-3, Single-Dwelling Residential zoning district on Lots 2 and 3, Block F, Chas A. Roberts Addition (611 8th Street South).
- 37. Refer final recommendations from the Special Assessment Taskforce to City staff to evaluate and incorporate into a revised draft Infrastructure Funding Policy.
- 38. State Water Commission request for Cost Reimbursement for FM Diversion Flood Project Costs in the amount of \$2,835,957.03.
- 39. Update on the 2019 Storm Water Discharge and Treatment Policy.
- 40. Public Hearing – 6:00 pm:
  - a. Public comment on the 2020 preliminary budget and recommended tax levies.

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

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



**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

September 5, 2019

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

**RE: An Ordinance Amending Sections 3-1301 and 3-1302 Relating to Lodging Tax**

Dear Commissioners,

Enclosed for your approval is an ordinance amending some minor language in the city's lodging tax ordinance. As you know, recently passed state legislation has required the city to modify certain ordinances in order to conform to updated state law. The proposed ordinance reflects these recently implemented changes. As a result, I am remitting to you for your approval, an ordinance revising the language in the city's lodging tax ordinance.

**Suggested Motion:** I move to receive and file an ordinance amending Sections 3-1301 and 3-1302 of Article 3-13 of Chapter 3 of the Fargo Municipal Code Relating to Lodging Tax and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Please feel free to contact me if you have any questions or concerns.

Sincerely,



Alissa R. Farol  
Assistant City Attorney

Enc.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTIONS 3-1301 AND 3-1302  
OF ARTICLE 3-13 OF CHAPTER 3 OF THE FARGO MUNICIPAL CODE  
RELATING TO LODGING TAX

1  
2 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in  
3 accordance with Chapter 40-05.1 of the North Dakota Code; and,

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

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

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

11 NOW. THEREFORE,

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

13 Section 1. Amendment.

14 Section 3-1301 of Article 3-13 of Chapter 3 of the Fargo Municipal Code is hereby  
15 amended to read as follows:

16 3-1301. Definition.--

17 1. "Gross receipts" - shall mean receipts of retailers for the leasing or renting of a hotel  
18 or motel room or ~~tourist~~ other accommodations occupied by the same natural person or  
19 persons for residential housing, for periods of ~~less~~ fewer than thirty consecutive calendar  
20 days within the corporate limits of the city of Fargo.

21 2. "Retailer" - shall mean any person, firm or corporation in the business of leasing or  
22 renting hotel, motel or ~~tourist court~~ other accommodations for periods of ~~30 or less~~ fewer  
23 than thirty consecutive calendar days or one month.

\* \* \*

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 2. Amendment.

Section 3-1302 of Article 3-13 of Chapter 3 of the Fargo Municipal Code is hereby amended to read as follows:

3-1302. Tax on gross receipts.--A tax is hereby imposed upon gross receipts as defined herein, which tax shall be computed on a monthly basis by each and every hotel, motel or ~~tourist court~~ other accommodations located within the corporate limits of the city of Fargo. Said tax ~~shall~~ must be in addition to the state sales tax on rental accommodations provided in chapter 57-39.2. The amount of such tax shall be as follows:

- A. Two percent (2%) to be placed in the visitors promotion fund of the Fargo-Moorhead Convention and Visitors Bureau in accordance with § 40-57.3-02, N.D.C.C.
- B. One percent (1%) to be placed in the visitors promotion capital construction fund of the Fargo-Moorhead Convention and Visitors Bureau to be used as provided in § 40-57.3-03, N.D.C.C.

Section 3. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

2

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

AN ORDINANCE AMENDING SECTION 25-1506 OF ARTICLE 25-15  
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING  
TO RESTRICTIONS ON SALE, SERVICE OR DISPENSING OF  
ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

\* \* \*

U. Class "N" - A Class "N" license shall authorize the licensee to sell "on-sale" only, subject to the following conditions:

1. A Class "N" licensee need not have a Class "E" license as defined in § 25-1506(G) so long as the provisions of this Class "N" license are followed. A Class "N" licensee must be in compliance with any and all other licenses and restrictions that may be imposed and required by any other governing body.
2. A Class "N" licensee may sell alcoholic beverages at a stadium which has

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

a minimum permanent seating capacity of 1,500.

3. A Class "N" licensee may sell alcoholic beverages within 90 minutes prior to and during the event or activity held in the stadium.

4. Persons under the age of twenty-one (21) years shall be allowed into and throughout the stadium of a Class "N" licensee.

~~5. Alcoholic beverages may be sold and consumed as follows:~~

~~a. Concourse Area and Seating Arena. Only beer, wine and sparkling wine may be sold, consumed and distributed in the concourse area and seating arena of the stadium. All such beverages shall be sold in plastic or paper containers, such as bottles or cups.~~

~~b. Privates Suites and Other Designated, Controlled Areas. Alcoholic beverages may be sold and consumed in private suites and other specifically designated areas. Access to such designated areas must be limited to certain points of entry and departure. Alcoholic beverages other than beer, wine and sparkling wine may not be removed from such designated areas.~~

5. Distilled spirits shall be served in a clear plastic container.

6. No more than two (2) alcoholic beverages may be purchased at any one time by an individual guest.

~~67. Only employees of the Class "N" licensee who are at least twenty-one (21) years of age may deliver and sell the beer, wine or sparkling wine in the seating arena alcoholic beverages.~~

~~78. A Class "N" license shall authorize the licensee to sell on-sale only and no licensee hereunder may conduct any off-sale liquor sales.~~

~~89. The Class "N" license shall be governed by all of the provisions of this article applicable to Class "A" licensees.~~

\* \* \*

Section 2. Effective Date

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 3. Penalty.

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

(SEAL)

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

30

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

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

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

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

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

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance to reduce the penalty for possessing a firearm or dangerous weapon from a Class B misdemeanor to an Infraction in order to conform to state law;

NOW, THEREFORE,

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

Section 1. Amendment.

Section 1-0305(A) of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

1-0305. Classification of ordinance violations.—

A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article:

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320 (driving without liability insurance - \$150.00 minimum fine), section 8-0803



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(accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), ~~section 10-0304 (carrying weapons)~~, section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0322 (harassment), section 10-0323 (simple assault), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), sections 10-1202 (marijuana) and 10-1204 (marijuana paraphernalia), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1513(C) (minor misrepresenting age), and section 25-1513(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).

Section 2. Effective Date.

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

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

(SEAL)

Attest:

First Reading:  
Second Reading:  
Final Passage:

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

36

AN ORDINANCE AMENDING ORDINANCE NO. 5140  
WHICH REZONED CERTAIN PARCELS OF LAND  
LYING IN DIAMOND WILLOW ADDITION,  
A REPLAT OF PORTIONS OF DOUGLAS ADDITION,  
FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, in 2017 the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo having held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Diamond Willow Addition, a replat of Lots Fifteen (15) and Sixteen (16), Block Fifteen (15), Douglas Addition to the city of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 7, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on March 26, 2018; and

WHEREAS, Ordinance No. 5140 was duly adopted and enacted by the Board of City Commissioners, said ordinance receiving final passage on April 9, 2018; and,

WHEREAS, the staff report and other supporting information provided at the aforesaid hearing that accurately described the nature of the Planned Unit Development Overlay and Master Land Use Plan for the Diamond Willow Addition; however, Ordinance No. 5140 contained a typographical error and an omission of the interior side setback, as the same was stated in the staff report and as reported at the said public hearings and, because of these errors, it is necessary and appropriate for an amendment to the said Ordinance No. 5140;

NOW, THEREFORE,

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

Section 1. Ordinance No. 5140 of the City of Fargo is hereby amended to read as follows:

The following described property:

All of Diamond Willow Addition, a replat of Lots Fifteen (15) and Sixteen (16), Block

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

is hereby rezoned from “MR-3”, Multi-Dwelling Residential, District, to “MR-3”, Multi-Dwelling Residential with a PUD, Planned Unit Development Overlay and Master Land Use Plan, District consisting of modifications of front, rear and street side setbacks pertaining to said base zoning district as follows:

**Rear Setback:** The rear setback is reduced from 20 feet to 87 feet; and,

Interior Side Setback: Exempt per Alternative Development Options.

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.

(SEAL)

Timothy J. Mahoney, Mayor

Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:



**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17896 (02/2018)

400

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

Amending to add Fargo  
Full, Legal Name of Gaming Organization Horse Race North Dakota

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

Name of Location Labby's Bar & Grill			
Street 1100 19th Avenue North	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 9-10-2019	Ending Date(s) Authorized 6/30/2020	Number of twenty-one tables If zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted and played in the bar area, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 9/9/19
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

46

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

Full, Legal Name of Gaming Organization **North Dakota Association For The Disabled, Inc.**

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

Name of Location <b>Cowboy Jack's</b>			
Street <b>506 Broadway</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>9/1/19</b>	Ending Date(s) Authorized <b>6/30/20</b>	Number of twenty-one tables If zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Gaming will be conducted in the entire bar (excluding restrooms).</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

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

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

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

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>9/9/19</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

40

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

Full, Legal Name of Gaming Organization **Fraser LTD**

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

Name of Location <b>Golf Addiction ND LLC</b>			
Street <b>4474 23 Ave S</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>9/9/19</b>	Ending Date(s) Authorized <b>6/30/20</b>		Number of twenty-one tables if zero, enter "0": <b>1</b>
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire bar area excluding restroomsxx</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

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

Days of week of gaming operations (if restricted) \_\_\_\_\_ Hours of gaming (if restricted) \_\_\_\_\_

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

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>9-9-19</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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





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

Ad

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

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

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

Name of Location <b>Big Erv's at Rose Creek</b>			
Street <b>1500 E Rose Creek Pkwy</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>9/1/19</b>		Ending Date(s) Authorized <b>6/30/20</b>	Number of twenty-one tables if zero, enter "0": <b>/</b>
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Entire lounge area and banquet facilities</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known			

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

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

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>9/23/19</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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





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

4e

G - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **Boys & Girls Club of the Red River Valley**

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

Name of Location <b>Fargo Billiards and Gastropub</b>			
Street <b>3234 43rd Street South</b>	City <b>Fargo, ND</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>8/30/19</b>	Ending Date(s) Authorized <b>6/30/19</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Entire bar, restaurant, event rooms, and game area, excluding bathrooms and patio</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

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

Days of week of gaming operations (if restricted) \_\_\_\_\_ Hours of gaming (if restricted) \_\_\_\_\_

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

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	<b>9/9/19</b>

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL

SFN 9338 (08/2019)

Application for:



Local Permit



Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to <b>Jeremiah Program Fargo-moorhead</b>	Date(s) of Activity <b>10/18/2019 to 10/18/2019</b>	For a raffle, provide drawing date(s): <b>10/18/2019</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Whitney Wright</b>	Title <b>Event Manager</b>	Business Phone Number <b>(701) 793-5616</b>	
Business Address <b>3104 Fiechtner Dr S</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Holiday Inn</b>	Site Address <b>3803 13th Ave S</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <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 *			

## DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Trip to Italy	\$5,595.00			
			Total: (Limit \$40,000 per year) \$ 5,595.00		

Intended uses of gaming proceeds: Operating fund Childcare funding, Scholarship etc.Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ \_\_\_\_ . This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official 	Date <b>8/21/19</b>	Title <b>Event Manager</b>	Business Phone Number <b>701-588-9546</b>
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to <b>Dakota Medical Foundation - Lend A Hand Up</b>		Date(s) of Activity 9/28/2019 to 9/28/2019		For a raffle, provide drawing date(s): 9/28/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Mary Moen</b>		Title Ambassador		Business Phone Number (701) 271-0263	
Business Address 4141 28th Ave S		City Fargo		State ND	Zip Code 58104-8468
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>El Zagal</b>		Site Address 1429 3rd St N			
City Fargo		State ND	Zip Code 58102-2743	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input checked="" 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 *					

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Gift Certificate	\$930.00	Raffle	Baskets for kid	\$90.00
Raffle	HandCrafted Items	\$250.00	Raffle	Baskets	\$164.00
Raffle	HealthBeautyWell	\$910.00	Raffle	Business Merch	\$410.00
Raffle	Edibles	\$100.00			
Raffle	Alcohol	\$100.00			
Raffle	Artwork	\$80.00	Raffle Board	Proof Dist Bskt	\$250.00
Raffle	Sports Tickets	\$168.00	Raffle Board	Square One Kit	\$155.00
Raffle	Sports Memorabilia	\$300.00	Raffle Board	Bday party pkg	\$335.00
Raffle	Women's Access.	\$250.00	Raffle Board	Handmade Quilt	\$250.00
Total:					(Limit \$40,000 per year) \$ 4,742.00

Intended uses of gaming proceeds: Proceeds will be donated to Dakota Medical Foundation to benefit the Lend A Hand Up program.

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

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

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

Signature of Organization or Group's Top Official <i>Mary Moen</i>	Date 9/27/19	Title Exec Director	Business Phone Number 701.271.0263
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OFFICE OF ATTORNEY GENERAL  
SFN 9338 (08/2019)

50

\$25.00  
8-22-19

Name of Nonprofit Organization or group of people permit is issued to Jeff Maddock Benefit Softball Tournament		Date(s) of Activity 09/21/2019 to 09/21/2019		For a raffle, provide drawing date(s): 09/21/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income Kelli Guhlke		Title N/A		Business Phone Number 701-799-5157	
Business Address N/A Individual		City		State	Zip Code
Mailing Address (if different) 105 9th St SE		City Glyndon		State MN	Zip Code 56547
Name of Site Where Game(s) will be Conducted North Fargo Softball Complex		Site Address 6063 45th St N			
City Fargo		State ND	Zip Code 56547	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<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 *					

[illegible]


Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$40,000 per year) \$ \$4,000.00

Intended uses of gaming proceeds: Jeff Maddock was diagnosed with Chronic Myelomonocytic Leukemia & we are having a benefit to raise money for him & his family.

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

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

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

Signature of Organization or Group's Top Official 	Date 8/9/16	Title independent	Business Phone Number 707-282
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701-799-5157





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL

SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to <b>United Way Of Cass-clay</b>	Date(s) of Activity <b>9/24/2019 to 9/24/2019</b>	For a raffle, provide drawing date(s): <b>9/24/19</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Tiffany Mcshane</b>	Title <b>C.e. Director</b>	Business Phone Number <b>(701) 237-5050</b>	
Business Address <b>219 7th Street South</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103-0000</b>
Mailing Address (if different) <b>P.o. Box 1609</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58107-1609</b>
Name of Site Where Game(s) will be Conducted <b>Roers Companies</b>	Site Address <b>200 45th Street South, Suite 200</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103-0000</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" 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 *			

## DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Paddle Board	\$1,000.00			
Raffle Board	CWentz Signed FB	\$350.00			
			Total:		(Limit \$40,000 per year) \$ 1,350.00

Intended uses of gaming proceeds: United Way general funding - Bold Goal Initiatives
 Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240.

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

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

Signature of Organization or Group's Top Official 	Date <b>9/3/2019</b>	Title <b>President</b>	Business Phone Number <b>(701) 237-5050</b>
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to <b>North Dakota Dental Foundation</b>	Date(s) of Activity <b>9/19/2019 to 9/20/2019</b>	For a raffle, provide drawing date(s): <b>9/20/2019</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Michael Little</b>	Title <b>Executive Dir</b>	Business Phone Number <b>(701) 356-3132</b>	
Business Address <b>4141 28th Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58104-8468</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Delta Hotels by Marriott Fargo</b>	Site Address <b>1635 42nd St Sw</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103-3323</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <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 *			

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	NDSU Football	\$128.38			
Raffle	UND Jersey	\$158.33			
Raffle	4 Vikings tickets	\$561.00			
Raffle	Basketball	\$38.50			
Raffle	4 Larks tix/hats	\$168.00			
Total:					(Limit \$40,000 per year) \$ 1,054.21

Intended uses of gaming proceeds: Enter North Dakota Dental Foundation's general fund sponsoring programs to improve oral health and quality of life for North Dakotans in need.

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

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

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

Signature of Organization or Group's Top Official 	Date <b>8/21/2019</b>	Title <b>Executive Director</b>	Business Phone Number <b>(701) 356-3132</b>
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 9338 (08/2019)

Application for:

☒ Local Permit☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to <i>North Dakota Dental Hygienists Association</i>	Date(s) of Activity <i>9/20/19 to 9/20/19</i>	For a raffle, provide drawing date(s): <i>9/20/19</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Tara Fontaine</i>	Title <i>MODHA vice president</i>	Business Phone Number <i>(701) 640-5957</i>	
Business Address <i>151 Street SW</i>	City <i>Bismarck</i>	State <i>ND</i>	Zip Code <i>58103</i>
Mailing Address (if different) <i>3645 Valley View Drive, South</i>	City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58104</i>
Name of Site Where Game(s) will be Conducted <i>Delta by Marriott</i>	Site Address <i>1635 42nd St SW</i>		
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58103</i>	County <i>Cass</i>

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

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

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>Marathon</i>	<i>Dental Software</i>	<i>\$1299</i>			
<i>Lexicomp Dentistry</i>	<i>Dental Software</i>	<i>\$400</i>			
<i>Crown Seating</i>	<i>Dental Chair</i>	<i>\$11095</i>			
<i>Dental Codeology</i>	<i>Dental Codeology Membership</i>	<i>\$199</i>			
Total:			(Limit \$40,000 per year) \$ <i>1,893.00</i>		

Intended uses of gaming proceeds: *North Dakota Dental Hygienists Association is a non-profit organization. Proceeds will be used for dental related donations.*

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

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

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

Signature of Organization or Group's Top Official <i>Tara Fontaine</i>	Date <i>09-20-19</i>	Title <i>Vice president of MODHA</i>	Business Phone Number <i>(701) 640-5957</i>
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to <b>Ndsu Foundation And Alumni Association</b>		Date(s) of Activity <b>10/12/2019 to 10/12/2019</b>		For a raffle, provide drawing date(s): <b>10/12/2019</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Nicole Holden</b>		Title <b>Dir Of Events</b>		Business Phone Number <b>(701) 231-6804</b>	
Business Address <b>1241 University D. N</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102-2524</b>
Mailing Address (if different) <b>Po Box 5144</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58105-5144</b>
Name of Site Where Game(s) will be Conducted <b>Delta Hotels by Marriott Fargo</b>		Site Address <b>1635 42nd St Sw</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58103-3323</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input checked="" 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 *					

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Paddle Raffle	Diamond Earrings	\$6,990.00			
Paddle Raffle	Scheels GC	\$1,500.00			
Raffle Board	Mystery Trip	\$6,695.00			
Raffle	Premier Liquors	\$1,800.00			
			Total:		(Limit \$40,000 per year) \$ 16,985.00

**Intended uses of gaming proceeds:**

Academic scholarships for North Dakota State University students

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-328-9240.

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

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

Signature of Organization or Group's Top Official 	Date <b>9/3/2019</b>	Title <b>President/ceo</b>	Business Phone Number <b>(701) 231-6800</b>
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Name of Nonprofit Organization or group of people permit is issued to <b>Kappa Psi Fraternity</b>		Date(s) of Activity <b>12/21/19</b> to <b>10/21/19</b>		For a raffle, provide drawing date(s): <b>10/21/19</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Matthew Sash</b>		Title <b>Chair</b>		Business Phone Number <b>952-220-2241</b>	
Business Address <b>1345 University Dr N</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>University Lutheran Center</b>		Site Address <b>1241 13 Ave N</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<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 *					

Game Type	Description of Prize	Retail Value of Prize
Raffle	Gift Cards	300
Raffle	Coupons	200


Game Type	Description of Prize	Retail Value of Prize

Total:

(Limit \$40,000 per year)

\$ 500

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

Signature of Organization or Group's Top Official 	Date 9/4/11	Title President	Business Phone Number (651) 270-5549
--	----------------	--------------------	---



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to 57th Directors Staff		Date(s) of Activity 10/12/2019		For a raffle, provide drawing date(s): 10/12/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income Mike Hennebry		Title Bison ticket Gaming Chair		Business Phone Number (701) 238-3573	
Business Address 1429 3rd St N		City Fargo		State ND	Zip Code 58102-0000
Mailing Address (if different) 3565 Harrison St S		City Fargo		State ND	Zip Code 58104-0000
Name of Site Where Game(s) will be Conducted El Zagal Shrine Temple		Site Address 1429 3rd St N			
City Fargo		State ND	Zip Code 58102-0000	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" 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 *					

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Bison Football Tickets	\$110.00
Raffle board	Cash	Up to \$1000 <sup>00</sup>


Game Type	Description of Prize	Retail Value of Prize
Total:	(Limit \$40,000 per year)	\$ \$1110.00

**Intended uses of gaming proceeds:** Proceeds benefit the 57th Directors Staff of El Zagal.

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

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

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☐ No ☒ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ 12,000.00. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official 	Date 9/4/19	Title Gaming Chair	Business Phone Number 701-238-3573
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6

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR**

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

**DATE: SEPTEMBER 5, 2019**

**SUBJECT: DEVELOPMENT OF A FISCAL IMPACT MODEL**

Decisions on new development have a long-term fiscal impact on future City revenue and the cost of providing services. It's important for the City to understand the fiscal impact of different development options, and consider those fiscal impacts when making decisions on future land use and expansion of City facilities.

The City of Fargo received a proposal from Baker Tilly, the City's financial adviser, to prepare a fiscal impact model that will project the fiscal impact associated with the projected growth and development of the City in future years. The projected fiscal impacts include projected revenue from new growth and the costs of capital and operating expenses to support this growth.

The scope of services is attached and the cost is \$65,475. The Finance Committee recommended approval of the agreement, with the cost paid from the general support budget.

**RECOMMENDED MOTION:** Approve an agreement with Baker Tilly to develop a fiscal impact model for the City of Fargo.





now joined with  
Springsted and Umbaugh

Baker Tilly Municipal Advisors, LLC  
380 Jackson St., Ste 300  
St. Paul, MN 55101  
United States of America

T: +1 (651) 223 3000  
F: +1 (651) 223 3046  
bakertilly.com

**Work Plan  
City of Fargo, North Dakota**

**Development of a Fiscal Impact Model**

**June 13, 2019**

**OBJECTIVE**

To develop a fiscal impact model that will project the fiscal impacts associated with the projected growth and development of the City over a planning period of ten years. The projected fiscal impacts will include those City funds that receive property tax revenue including the General Fund, Debt Service Fund, Capital Projects Fund, City share of specials, and the Convention and Visitor's Bureau Fund. The project impacts will include the cost of constructing capital facilities to support the anticipated growth and development that are paid from the included funds identified.

**SCOPE OF SERVICES**

Baker Tilly will develop a Fiscal Impact Model that will address the projected fiscal impacts of residential and non-residential development. This proposal is made with the understanding we will be provided data relative to the land use, infrastructure, and other data needed for the fiscal impacts resulting from each scenario. We anticipate working with the City to further develop any additional needs based on a macro-level of detail. We have developed an efficient and effective process for these studies to yield all of the City's objectives.

Our approach is detailed in the tasks below.

**Task I - Gather and Review Background Information**

- Review background information and study assumptions:
  - o Review the City's historical financial performance and trends for the past three years for the included funds:
    - Revenues from all sources
    - Expenditures
    - Staffing levels
    - Levels of service and performance measures
    - Capital improvements and the funding sources used for the improvements
    - Housing unit development
    - Population and demographics

➤ Tax base

- City's capital improvement planning process, growth assumptions and anticipated future capital improvement needs
- City's current Capital Improvement Plan including anticipated funding sources and other policies for financing capital improvements
- Relevant City policies in finance, planning and development, service provision and capital infrastructure investment
- Existing land uses in the city and in the areas to be developed and proposed land uses over the planning period under current zoning
- Performance measurement information, service demand information, service level standards, and established efficiency targets/response time targets.
- Base-line City information related to the provision of services including, but not limited to, miles of streets maintained, miles of sanitary and storm sewer mains, annual police and fire calls, development approval, building permitting and inspection, parks and recreation acreage, etc.
- Current capacity of the City infrastructure identifying any existing deficiencies and/or excess capacity
- Current staffing levels in all departments and discuss anticipated additional staffing needs and increased operating costs resulting from development with department heads
- City's current and projected service capacity and identify and existing excess or deficiency capacity
- Anticipated rate and type of growth and development in the areas to be developed
- Any previous studies related to growth and development in the City

## Task II – Develop Fiscal Impact Model

- Analyze current City operating revenues by source for the funds included to project the amount likely to be generated by new residents and new employment resulting from growth and development
- Analyze City operating expenditures by major category to project the likely cost of providing services for the funds included to support new residents and new employment resulting from Development
- Develop a preliminary fiscal impact model based in Microsoft® Excel that will enable the projection of the fiscal impacts likely to result from the anticipated development of the City over the planning period for those funds included in the Fiscal Impact Model. These projections will include:
  - Annual residential and commercial growth and development based on current and historical trends in the City
  - Annual residential and commercial growth and development based on data provided for the future development anticipated
  - Cost of infrastructure needed to accommodate the anticipated development paid for from the include funds. For example:
    - Collector/arterial streets
    - Parks and open spaces
    - Recreational facilities
    - Library facilities

- Police facilities
- Fire/emergency medical services facilities
- Administrative facilities
- Public works facilities
- Parking facilities
- Cost of capital infrastructure replacement associated with providing services to the current residents and businesses paid for from the funds included
- Cost of providing services to anticipated City residents and businesses from the funds included
- Additional staffing needed to maintain current service levels throughout the City over the planning period
- Projected City property and sales tax revenue based on the proposed mix of land uses over the planning period

#### Task III – Present and Review Preliminary Fiscal Impact Model

- Baker Tilly will meet with the City in workshop session to present and review the preliminary fiscal impact model.
- •Based on our discussion and review of the preliminary fiscal impact model, Baker Tilly will make modifications or changes, incorporating the City's comments into the final model, as appropriate

#### Task IV - Present and Review Final Fiscal Impact Model

- Baker Tilly will meet with City staff in a workshop session to present the final fiscal impact model and to provide training in its use. Baker Tilly's training package will include 1) On-site training by Baker Tilly personnel for key City staff; 2) a written training manual; 3) for a period of 12 months, phone inquiry service with response by Baker Tilly staff within twenty-four hours of an initial inquiry; 4) Instructions for the operation of the model inserted into the model.
- Baker Tilly will provide the City with a digital copy of the fiscal impact model on a flash drive

### Outcomes

Baker Tilly will deliver the following:

- A Fiscal Impact Model developed in Microsoft® Excel.

### Completion dates

Baker Tilly will complete the work as described in this work plan within 12 – 14 weeks of receiving the notice to proceed provided that the City staff is available to meet as needed to keep the project on schedule, and that requested data is provided timely.

### Compensation

Baker Tilly will provide the above **Scope of Services** and **Outcomes** for a professional fee of \$65,475 which includes all direct and indirect costs.



## Additional work

Should the City of Fargo request and authorize additional work outside the scope of services described in this proposal we would invoice the City at either our standard hourly fees or at an agreed upon fee based on the additional scope requested. Additional work includes work outside the scope of services as described in this work plan including, but not limited to:

- Work related to a special request
- Additional on-site meetings (two included in scope) or presentations (one included in scope)
- Additional changes to the Fiscal Impact Model other than those agreed to at the review of the draft model

2019 Standard Hourly Fee Schedule	
Title	Rate
Partner & Firm Director	\$260
Director & Senior Manager	\$215
Manager & Professional Staff	\$160
Support Staff	\$ 75

The foregoing Work Plan is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly owned subsidiary of Baker Tilly Virchow Krause, LLP, an accounting firm. Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

⑦

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K1

Type: Change Order #10

Location: Rosewood Addition

Date of Hearing: 9/3/2019

RoutingDate

City Commission

9/9/2019

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #10 in the amount of \$42,518.71 for additional work.

Staff is recommending approval of Change Order #10 in the amount of \$42,518.71, bringing the total contract amount to \$3,837,399.02.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #10 to Industrial Builders, Inc.

RECOMMENDED MOTION

Approve Change Order #10 in the amount of \$42,518.71 to Industrial Builders, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

50% escrow deposit required

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.  
City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Roger E. Kluck, PE, CFM Civil Engineer II  
**CC:** Jody Bertrand, Brenda Derrig  
**Date:** August 28, 2019  
**Re:** Project #FM-15-K1 Rosewood Area Flood Risk Management Project Change Order #10

---

### **Background:**

Project FM-15-K1 bids were opened on May 30, 2018 and the project awarded by the City Commission to Industrial Builders on June 4, 2018. Construction began on June 25, 2018. This is a two-year project due to requirements to meet Federal Wetland Standards. The project completion date is October 18, 2019. The project continues construction of flood control on the north side of Rose Coulee across the Rosewood neighborhood.

During final grading of the Rose Coulee north bank, buried concrete and debris were found. It was determined that this debris should be removed and the remnant hole filled with clay and then top soiled to avoid future maintenance problems. KLJ has outlined the work in detail and their memo is attached. The cost for this work is \$42,518.71 and is reasonable according to the design engineer, and is being paid for with Sales Tax Funds-Flood Control-460. The requested change order item has been reviewed by engineering and is reasonable.

### **Recommended Motion:**

To approve the requested Change Order #10 for \$42,518.71.



3203 32nd Avenue South, Suite 201  
 Fargo, ND 58103-6242  
 701 232 5353  
 KLJENG.COM

August 28, 2019

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

**Re: FM-15-K1 – Rosewood Addition Flood Risk Management Project  
 Debris Removal Change Order**

Dear Roger:

This letter is in response to the discovery of concrete debris located within the existing levee for the referenced project. The City of Fargo requested for Industrial Builders, Inc (IBI) to remove this debris and over excavate by one additional foot replacing this cut with suitable clay to prevent the future surfacing of debris. KLJ has received a quote per ton along with a tonnage amount from IBI for \$53.16/ton to complete this work. A total tonnage of 663.80 tons was hauled off site and disposed of. This equates to a price of \$35,287.61. We are proposing the bid item "Relocate Stockpile" paid as a lump sum for the amount of \$35,287.61 to be added for completion of this work.

Along with this work, IBI over excavated the material and loaded it into trucks. This work will be paid at the unit price bid for "Excavation". To replace the excavated material, the quantity for "Fill-Haul" & "Fill-Impervious" will need to be increased as well. A total of 334 CY of material was excavated and hauled away to be replaced with hauled in fill material. We propose to use the existing bid items and overrun the quantity to achieve payment for portion work completed.

In total this change order will add \$42,518.71 to the contract. Please see the breakdown below:

Pay Item	Unit	Quantity	Unit Price	Total
Relocate Stockpile	LS	1	\$35,287.61	\$35,287.61
Excavation	CY	334	\$4.00	\$1,336.00
Fill-Impervious	CY	334	\$10.50	\$3,507.00
Fill-Haul	CY	334	\$7.15	\$2,388.10
<b>Total</b>				<b>\$42,518.71</b>

KLJ is requesting a formal change order for this work. If you have any questions or require any additional information, please feel free to contact me at 701.520.3304 or matthew.jennings@kljeng.com.

Sincerely,

**KLJ**



Matthew Jennings  
Project Inspector

Enclosure(s): Ticket Tonage  
Project #: 14415102  
cc: Troy Erikson, IBI



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Project No</b>	FM-15-K1	<b>Change Order No</b>	10
<b>Project Name</b>	Rosewood Area Flood Risk Management Project		
<b>Date Entered</b>	8/29/2019	<b>For</b>	Industrial Builders 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:** Remove buried debris and replace with clay fill

The Contractor encountered a buried junk pile of concrete and debris while final grading along Rose Coulee. It was determined to remove the debris and then backfill with clay to avoid future maintenance problems.

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 (\$)
Earthwork	53	Excavation	CY	14,118.00	0.00	14,118.00	334.00	14,452.00	4.00	1,336.00
	55	Fill - Impervious	CY	19,437.00	10,000.00	29,437.00	334.00	29,771.00	10.50	3,507.00
	83	Fill - Haul	CY	10,000.00	0.00	10,000.00	334.00	10,334.00	7.15	2,388.10
	94	Relocate Stockpile	LS	0.00	0.00	0.00	1.00	1.00	35,287.61	35,287.61
									<b>Earthwork Sub Total (\$)</b>	<b>42,518.71</b>

**Summary**

**Source Of Funding**

Sales Tax Funds - Flood Control - 460

**Net Amount Change Order # 10 (\$)**

42,518.71

**Previous Change Orders (\$)**

345,186.41

**Original Contract Amount (\$)**

3,449,693.90

**Total Contract Amount (\$)**

3,837,399.02

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

**CONTRACT TIME**

**Current Substantial Completion Date**

09/01/2019

**Current Final Completion Date**

09/12/2019

**Additional Days Substantial Completion**

0.00

**Additional Days Final Completion**

0.00

**New Substantial Completion Date**

09/01/2019

**New Final Completion Date**

09/12/2019

**Description**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

For Contractor

Title

VP of Engineering

APPROVED DATE

Department Head

Mayor

9/4/19

Attest



8

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SN-18-B2 Type: Negative Final Balancing Change Order #1

Location: Citywide Date of Hearing: 9/3/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/9/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Brandon Beaudry</u>

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Negative Final Balancing Change Order #1 in the amount of \$-63,040.00, bringing the total contract amount to \$277,450.00

Staff is recommending approval of Negative Final Balancing Change Order #1.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-63,040.00, bringing the total contract amount to \$277,450.00, to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

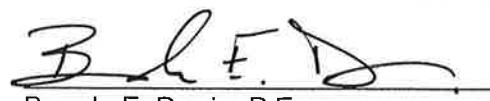
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	
Agreement for payment of specials required of developer	<u>N/A</u>	
50% escrow deposit required	<u>N/A</u>	

COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>Mark Williams</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

C: Kristi Olson



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Project No</b>	SN-18-B2	<b>Change Order No</b>	1
<b>Project Name</b>	New & Reconstruction of City Order Sidewalks		
<b>Date Entered</b>	8/20/2019	<b>For</b>	Master Construction 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:**

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

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 (\$)
Section 1 Property Owner Cost	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	544.00	0.00	544.00	-16.00	528.00	75.00	-1,200.00
	2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	0.00	20.00	12.00	32.00	110.00	1,320.00
	3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	20.00	0.00	20.00	25.00	45.00	110.00	2,750.00
	4	Remove Sidewalk 4" Thick Conc	SY	20.00	0.00	20.00	-20.00	0.00	20.00	-400.00
	5	F&I Sidewalk 4" Thick Reinf Conc	SY	1,659.00	0.00	1,659.00	-1,053.00	606.00	70.00	-73,710.00
	6	Sodding	SY	20.00	0.00	20.00	-20.00	0.00	20.00	-400.00
	23	* Crushed Concrete fill for egress windows along 1st Ave N	LS	0.00	0.00	0.00	1.00	1.00	3,200.00	3,200.00
<b>Section 1 Property Owner Cost Sub Total (\$)</b>										
Section 2 Reconstruction Approaches	7	Rem & Repl Curb & Gutter	LF	332.00	0.00	332.00	67.00	399.00	70.00	4,690.00
	8	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	297.00	0.00	297.00	21.00	318.00	75.00	1,575.00
	9	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	257.00	0.00	257.00	16.00	273.00	80.00	1,280.00
	10	Remove Sidewalk 4" Thick Conc	SY	6.00	0.00	6.00	-6.00	0.00	100.00	-600.00
	11	F&I Sidewalk 4" Thick Reinf Conc	SY	547.00	0.00	547.00	56.00	603.00	70.00	3,920.00
	12	F&I Sidewalk 6" Thick Reinf Conc	SY	40.00	0.00	40.00	-5.00	35.00	90.00	-450.00
	13	F&I Det Warn Panels Cast Iron	SF	424.00	0.00	424.00	8.00	432.00	55.00	440.00
	14	Casting to Grade - w/Conc	EA	4.00	0.00	4.00	-3.00	1.00	500.00	-1,500.00
	15	GV Box to Grade - w/Conc	EA	5.00	0.00	5.00	-5.00	0.00	175.00	-875.00



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Section 2 Reconstruction Approaches	16	Curb Stop Box to Grade	EA	5.00	0.00	5.00	-2.00	3.00	150.00	-300.00
	17	Seeding Type B	SY	1,645.00	0.00	1,645.00	-608.00	1,037.00	5.00	-3,040.00
	18	Mulching Type 1 - Hydro	SY	1,645.00	0.00	1,645.00	-608.00	1,037.00	5.00	-3,040.00
	19	Sodding	SY	20.00	0.00	20.00	-20.00	0.00	20.00	-400.00
	20	Topsoil - Import	CY	20.00	0.00	20.00	-20.00	0.00	50.00	-1,000.00
	22	* Crushed Concrete	LS	0.00	0.00	0.00	1.00	1.00	3,200.00	3,200.00
	24	* Miscellaneous Asphalt patching downtown Fargo.	LS	0.00	0.00	0.00	1.00	1.00	1,500.00	1,500.00
<b>Section 2 Reconstruction Approaches Sub Total (\$)</b>										<b>5,400.00</b>
<b>Grand Total (\$)</b>										<b>-63,040.00</b>

\* NC Items

**Summary**

**Source Of Funding**

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-63,040.00  
0.00  
340,490.00  
277,450.00

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

**CONTRACT TIME**

Current Substantial  
Completion Date

07/12/2019

Current Final Completion  
Date

Additional Days Substantial  
Completion

0.00

Additional Days Final  
Completion

0.00

New Substantial  
Completion Date

07/12/2019

New Final Completion  
Date

Description

APPROVED

For Contractor

Controller

APPROVED DATE

Department Head

Mayor

*[Signature]* 9/4/19



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Attest

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(9)

Project No. SR-19-A1

Type: Change Order #2

Location: Citywide

Date of Hearing: 9/3/2019

RoutingDate

City Commission

9/9/2019

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Change Order #2 in the amount of \$15,465.38, for additional sidewalk and approach reconstruction at various locations in City right of ways.

Staff is recommending approval of Change Order #2 in the amount of \$15,465.38, bringing the total contract amount to \$366,541.38.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$15,465.38, bringing the total contract amount to \$366,541.38, to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

50% escrow deposit required

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

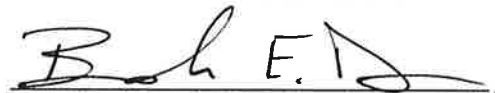
Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:



Brenda E. Derrig, P.E.

City Engineer

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC  
**From:** Brandon Beaudry, Project Inspector  
**Date:** August 21, 2019  
**Re:** Project No. SR-19-A1 – Change Order #2

---

**Background:**

Project No. SR-19-A1 – Reconstruction of City Order Sidewalks - various locations throughout the City.

The attached Change Order #2, in the amount of \$15,465.38, is due for additional sidewalk and approach reconstruction at various locations in City right of ways.

Original Contract:	\$	268,936.00
Change Order #1	\$	82,140.00
Change Order #2	\$	15,465.38
Total Contract:	\$	366,541.38

Sales tax have funded all costs for this project.

**Recommended Motion:**

Approve Change Order #2 to Key Contracting in the amount of \$15,465.38.

BGB/klb  
Attachment

C: Tom Knakmuhs  
Kristy Schmidt

CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Project No	SR-19-A1	Change Order No	2
Project Name	Reconstruction of City Order Sidewalks		
Date Entered	8/14/2019	For	Key Contracting Inc

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

EXPLANATION OF CHANGE: Storm Sewer Inlet, low profile Manhole casting

Storm Sewer Inlet to be relocated for installation of sidewalk along 16th St N between 19th Ave N and 21st Ave N. Low profile manhole casting is for ADA compliant ramps located at 19th Ave N and Elm St N in front of the VA.

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 (\$)
Section 2 City Cost	24	F&I Inlet - Round (RDI) Reinf Conc	EA	0.00	0.00	0.00	0.00	1.00	6,500.00	6,500.00
	25	F&I Casting - Std Manhole	EA	0.00	0.00	0.00	0.00	1.00	500.00	500.00
	26	F&I Feed Point	EA	0.00	0.00	0.00	0.00	1.00	8,465.38	8,465.38
Section 2 City Cost Sub Total (\$)										15,465.38

Summary

Source Of Funding	Sales Tax Funds - Infrastructure - 420
Net Amount Change Order # 2 (\$)	
Previous Change Orders (\$)	15,465.38
Original Contract Amount (\$)	82,140.00
Total Contract Amount (\$)	288,936.00
	366,541.38

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/06/2019	09/27/2019	0.00	0.00	09/06/2019	09/27/2019
Description					



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

For Contractor

Title

Cheryl Baiswanger  
Office Mgr 8.24.19

APPROVED DATE

Department Head

Mayor

Attest

1-*[Signature]* 9/4/19



(10)

September 4, 2019

Fargo City Commission  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their selection of SnapSports for the purchase of suspended modular tile sports flooring for use at FARGODOME.

Through a competitive RFP process, seven (7) proposals were submitted by three (3) vendors. The results are as follows:

<u>Firm</u>	<u>Total per Unit</u>
Dakota Playground – Mateflex Pro Gym Plank	\$ 92,000.00
Dakota Playground – Mateflex Pro Gym Tile	\$ 85,560.00
SnapSports – Revolution Tile	\$ 64,536.00
SnapSports – Revolution ShockTower Tile	\$ 72,632.00
SnapSports – 50-50 Tile	\$ 64,536.00
SnapSports – 50-50 ShockTower Tile	\$ 72,632.00
Sport Court - Response Tile	\$ 94,680.00

Upon review of all submissions by FARGODOME personnel, it was determined that all vendors met the specifications required and price was within the expected parameters. It was also determined that by purchasing the 50-50 tile, the court dimensions created with this tile would conform to both high school and NCAA size standards and would offer greater opportunity for FARGODOME to host additional events. Additionally, by purchasing the non-underlayment product, this greatly increases the efficiencies when installing and removing the flooring from the floor of FARGODOME. SnapSports met all parameters of the request for proposal

At their meeting on Tuesday, August 27, 2019, the Fargo Dome Authority voted to award this purchase to SnapSports. Funding for this purchase is budgeted within the 2019 FARGODOME Capital Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the recommendation to purchase 18,400 square feet of 50-50 ShockTower modular tile sports flooring from SnapSports for the amount of \$72,632.00 as accepted by the Fargo Dome Authority at their meeting on August 27, 2019.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik  
General Manager, FARGODOME

Attachment

FARGODOME - Suspended Modular Tile Sports Floor System - Bid Tabulation  
 FARGODOME  
 Fargo, North Dakota

Contractor	Base Bid #1 - Non-Underlayment System				Base Bid #2 - Underlayment System				Shipping	Bid Total	Comments	
	Flooring per Sq Ft cost	X	Flooring Sq Footage	= Total Flooring Cost	Flooring per Sq Ft cost	+	Underlayment per Sq Ft cost	X				Flooring Sq Footage
Dakota Playground - Mateflex Pro Gym Plank	\$ 5.00		18,400	\$ 92,000.00						\$ -	\$ 92,000.00	
Dakota Playground - Mateflex Pro Gym Tile					\$ 3.70		\$ 0.95		18,400	\$ 85,560.00	\$ 85,560.00	
SnapSports - Revolution					\$ 2.99		\$ 0.30		18,400	\$ 60,536.00	\$ 64,536.00	
SnapSports - Revolution ShockTower	\$ 3.73		18,400	\$ 68,632.00						\$ 4,000.00	\$ 72,632.00	
SnapSports - 50-50					\$ 2.99		\$ 0.30		18,400	\$ 60,536.00	\$ 64,536.00	
SnapSports - 50-50 ShockTower	\$ 3.73		18,400	\$ 68,632.00						\$ 4,000.00	\$ 72,632.00	
Sport Court - Response					\$ 3.90		\$ 1.05		18,400	\$ 91,080.00	\$ 94,680.00	+ \$19,420 to upgrade to Response HG with 5mm underlayment

+ \$19,420 to upgrade to Response HG with 5mm underlayment



(11)

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: KENT COSTIN, DIRECTOR OF FINANCE** *KC*

**RE: RESOLUTION CALLING FOR A PUBLIC HEARING ON HOST APPROVAL ON THE ISSUANCE OF REVENUE BONDS, SERIES 2019 (SANFORD) BY THE COLORADO HEALTH FACILITIES AUTHORITY**

**DATE: SEPTEMBER 4, 2019**

Sanford is in the process of refinancing some of their long-term debt on behalf of the Evangelical Good Samaritan Society. Certain facilities are located in Fargo, ND, and therefore, the Internal Revenue Service requires local approval of this debt issue and a public hearing.

A resolution calling for a public hearing is attached for your review and approval. They are requesting a hearing on September 23, 2019.

**Suggested Motion:**

Approve a public hearing on September 23, 2019 in the City Commission Chambers, 225 4<sup>th</sup> Street North at 5:15 p.m. relating to the issuance of refunding bonds by Sanford on behalf of the Good Samaritan Society.



Extract of Minutes of a Meeting of the  
City Commission of the City of  
Fargo, North Dakota

Pursuant to due call and notice thereof, a regular meeting of the City Commission of the City of Fargo, North Dakota was duly called and held at City Hall, 225 4th Street North, Fargo, North Dakota, on Monday, the \_\_ day of September, at 5:00 p.m. The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION CALLING FOR A PUBLIC HEARING ON HOST APPROVAL ON THE  
ISSUANCE OF REVENUE BONDS, SERIES 2019 (SANFORD)  
BY THE COLORADO HEALTH FACILITIES AUTHORITY AND  
AUTHORIZING THE PUBLICATION OF A NOTICE OF THE PUBLIC HEARING**

BE IT RESOLVED By the City Commission (the "Commission") of the City of Fargo, North Dakota (the "City"), as follows:

1. The Borrower and the Financing Purposes. Sanford (the "Borrower") has represented to the City that it, and its affiliate The Evangelical Lutheran Good Samaritan Society ("Good Samaritan"), is each a North Dakota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Borrower is proposing that the Colorado Health Facilities Authority (the "Issuer") assist with the financing and refinancing of various projects. As a part of this refinancing, the Borrower proposes to refinance debt originally issued to pay the costs of renovating the senior living facility owned and operated by Good Samaritan located at 4502 37<sup>th</sup> Avenue South in the City. The various projects identified in this Section are referred to herein as the "Financing Purposes."

3. The Bonds. It is proposed the Financing Purposes will be financed through the issuance of the Issuer's Revenue Bonds, Series 2019 (Sanford), in the original aggregate amount of approximately \$480,000,000 (the "Bonds"). Under Section 147(f) of the Code and associated U.S. Treasury Regulations promulgated thereunder, the Issuer may issue revenue bonds to finance and refinance projects located in other jurisdictions, as long as the "host jurisdiction" for each project provides consent after a public hearing.

4. Public Hearing: Host Approval. Since one of the Financing Purposes is located within the City, it is necessary for this Commission to hold a public hearing to consider "host approval" of the proposal, pursuant to Section 147(f) of the Code. The public hearing is proposed to be held by this Commission at its regular meeting on September 23, 2019. A form of the Notice of Public Hearing for the Financing Purposes is on file with the City. The general nature of the Financing Purposes and an estimate of the aggregate principal amount of the Bonds will be described in the Notice of Public Hearing.

5. Notice of Public Hearing. The City is authorized and directed to cause notice of the public hearing to be published in the official newspaper of the City or a newspaper of general circulation available in the City not less than seven days prior to the date fixed for the public hearing.

This Resolution is hereby adopted by the City Commission of the City of Fargo, North Dakota on this \_\_\_\_ day of September, 2019.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

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STATE OF NORTH DAKOTA        )  
COUNTY OF CASS                )  
CITY OF FARGO                    )

I, the undersigned, being the duly qualified and acting Auditor of the City of Fargo, North Dakota, certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Commission of the City of Fargo, North Dakota, duly called and held on the date therein indicated, insofar as such minutes relate to a resolution calling for a public hearing on host approval related to the issuance of Revenue Bonds, Series 2019 (Sanford), by the Colorado Health Facilities Authority.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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City Auditor

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), will be held by the City of Fargo, North Dakota on September 23, 2019, at 5:15 pm local time, or as soon thereafter as the matter can be heard, at City Commission Chambers, 225 4<sup>th</sup> Street North, Fargo, North Dakota, regarding the proposed issuance by the Colorado Health Facilities Authority (the "*Authority*") of its revenue bonds in one or more series in an aggregate principal amount not to exceed \$480,000,000 (the "*Series 2019 Bonds*"). The proceeds of the Series 2019 Bonds will be loaned to Sanford, a North Dakota nonprofit corporation and an organization described in Section 501(c)(3) of the Code ("*Sanford*"). The proceeds of the Series 2019 Bonds will be applied, together with other available funds, (a) in a principal amount not to exceed \$65,000,000, to refund all or a portion of the outstanding \$70,565,000 original principal amount South Dakota Health and Educational Facilities Authority Revenue Bonds, Series 2009 (Sanford Health) (the "*Sanford Series 2009 Bonds*"); (b) in a principal amount not to exceed \$45,000,000, to refinance indebtedness of The Evangelical Lutheran Good Samaritan Society ("*Good Samaritan*"), a North Dakota nonprofit corporation and an organization described in Section 501(c)(3) of the Code (the "*Bank Loans*"); (c) in a principal amount not to exceed \$350,000,000, to refinance a portion of a loan (the "*Acquisition Bridge Loan*"), the proceeds of which were used by Sanford to acquire a controlling membership interest in Good Samaritan for an acquisition price in an amount necessary to redeem a portion of the (i) \$169,955,000 original principal amount Colorado Health Facilities Authority Health Facilities Revenue Bonds (The Evangelical Lutheran Good Samaritan Society Project) Series 2012 (the "*Series 2012 Bonds*"), (ii) \$63,675,000 original principal amount Colorado Health Facilities Authority Health Facilities Revenue Bonds (The Evangelical Lutheran Good Samaritan Society Project) Series 2013 (the "*Series 2013 Bonds*"), (iii) \$204,290,000 original principal amount Colorado Health Facilities Authority Health Facilities Revenue and Revenue Refunding Bonds (The Evangelical Lutheran Good Samaritan Society Project) Series 2015A (the "*Series 2015 Bonds*") and (iv) \$220,720,000 original principal amount Colorado Health Facilities Authority Health Facilities Revenue and Revenue Refunding Bonds (The Evangelical Lutheran Good Samaritan Society Project) Series 2017 Bonds (the "*Series 2017 Bonds*"), all previously issued for the benefit of Good Samaritan; (d) in a principal amount not to exceed \$10,000,000, to refund all or a portion of the outstanding \$9,309,427.76 original principal amount Morton County, North Dakota Nursing Facilities Revenue Refunding Bonds (Sanford Living Centers Project), Series 2014C (the "*Sanford Series 2014C Bonds*") and \$2,137,912.42 original principal amount Morton County, North Dakota Nursing Facilities Revenue Refunding Bonds (Sanford Living Centers Project), Series 2014E (the "*Sanford Series 2014E Bonds*") and, together with the Sanford Series 2014C Bonds, the "*Sanford Series 2014 Bonds*"), (e) in a principal amount not to exceed \$10,000,000, to finance or reimburse the cost of remodeling, renovating, furnishing and equipping certain of Sanford's or Good Samaritan's (or any tax-exempt affiliate thereof) health care and/or senior living facilities located in several jurisdictions throughout the United States, including in the City of Fargo; (f) to pay a portion of the interest on the Series 2019 Bonds, if deemed necessary or advisable by the Authority or Sanford; (g) to provide working capital, if deemed necessary or advisable by the Authority or Sanford; (h) to fund a debt service reserve fund, if deemed necessary or advisable by the Authority or Sanford; and (i) to pay certain expenses incurred in connection with the issuance of the Series 2019 Bonds (collectively, the "*Financing Purposes*").



Public approval by each local jurisdiction has been or will be obtained following a public notice and public hearing regarding the Series 2019 Bonds and the facilities financed and/or refinanced in that local jurisdiction. A portion of the proceeds of the Series 2019 Bonds (a) in a principal amount not to exceed \$6,000,000 will be used to refinance the Acquisition Bridge Loan, a portion of the proceeds of which were spent at Good Samaritan Society – Fargo (*“Good Samaritan Society – Fargo”*), a senior living facility owned by Good Samaritan and located at 4502 37<sup>th</sup> Avenue South in the City of Fargo, and (b) in a principal amount not to exceed \$2,000,000 will be used to finance or reimburse the costs of remodeling, renovating, furnishing and equipping Good Samaritan Society – Fargo.

The proceeds of the Series 2012 Bonds were used, among other things, to finance and refinance the costs of the acquisition, construction, improvement and equipping of certain skilled nursing facilities and other health care and senior living facilities owned and operated by Good Samaritan, fund a debt service reserve fund and pay costs of issuance.

The proceeds of the Series 2013 Bonds were used, among other things, to finance and refinance the costs of the acquisition, construction, improvement and equipping of certain skilled nursing facilities and other health care and senior living facilities owned and operated by Good Samaritan, fund a debt service reserve fund and pay costs of issuance.

The proceeds of the Series 2015 Bonds were used, among other things, to finance and refinance the costs of the acquisition, construction, improvement and equipping of certain skilled nursing facilities and other health care and senior living facilities owned and operated by Good Samaritan, including at Good Samaritan Society - Fargo described above, fund a debt service reserve fund and pay costs of issuance.

The proceeds of the Series 2017 Bonds were used, among other things, to finance and refinance the costs of the acquisition, construction, improvement and equipping of certain skilled nursing facilities and other health care and senior living facilities owned and operated by Good Samaritan, including at Good Samaritan Society - Fargo described above, fund a debt service reserve fund and pay costs of issuance.

The proceeds of the Sanford Series 2009 Bonds were used, among other things, to pay or reimburse Sanford and its affiliates for the payment of the costs of acquiring, constructing, renovating, remodeling and equipping certain of the health facilities owned and operated by Sanford or its affiliates.

The proceeds of the Sanford Series 2014 Bonds were used, among other things, to refinance indebtedness used to finance or reimburse the cost of the acquisition, construction, expansion, remodeling, renovation, furnishing and equipping of skilled nursing facilities owned and operated by Sanford Living Centers, an affiliate of Sanford.

The Bank Loans were used, among other things, to finance, refinance indebtedness used to finance, or reimburse the cost of the acquisition, construction, expansion, remodeling, renovation, furnishing and equipping of senior living facilities owned and operated by Good Samaritan or its affiliates.

All property and facilities to be financed or refinanced with the proceeds of the Series 2019 Bonds have been and will be owned and operated by Sanford, Good Samaritan or a tax-exempt affiliate thereof.

The Series 2019 Bonds will constitute special limited obligations of the Authority payable solely from amounts received by the Authority pursuant to a loan agreement between the Authority and Sanford. The City of Fargo will not issue the Series 2019 Bonds, nor will the City of Fargo nor the State of North Dakota have any liability with respect to the Series 2019 Bonds or the sale or offering thereof.

Interested persons wishing to express their views on the issuance of the Series 2019 Bonds or on the nature and location of the senior living facility in the City of Fargo proposed to be financed or refinanced may attend the public hearing or, prior to the time of the hearing, submit written comments. Subsequent to the public hearing, the members of the Board of City Commissioners will meet to consider approval of the execution and delivery of the Series 2019 Bonds.


Additional information concerning the above matter may be obtained from and written comments should be addressed to the City Auditor.

NOTICE DATED: September 16, 2019.

12

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING   
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 4, 2019

**RE:** AGREEMENT FOR SERVICES WITH AE2S  
COMMUNICATIONS FOR TOBACCO USE REDUCTION  
MEDIA CAMPAIGN NOT TO EXCEED \$95,000.  
RFP: 19131

The attached Contract Agreement with AE2S Communications is to provide marketing and communication for tobacco cessation activities, preventing initial tobacco use, including e-cigarettes and other vaping devices.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Contract Agreement with AE2S Communications.

DF/lls  
Enclosure

## CONTRACT AGREEMENT

**THIS AGREEMENT**, effective the 3<sup>rd</sup> day of September 2019, by and between Fargo Cass Public Health ("FCPH"); and Advanced Engineering and Environmental Services, Inc., dba AE2S Communications.

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of September 3, 2019 through June 30, 2020.
- B. Statement of Work:** A comprehensive marketing and communications campaign will be developed and implemented aimed at reducing tobacco-related disparities in special populations through tobacco cessation-related activities, preventing the initiation of tobacco use, including e-cigarettes and other vaping devices among youth and young adults, eliminating exposure to secondhand smoke, and promoting quitting among youth and adults.
- C. Reimbursement:** The contracting company, AE2S Communications, shall be reimbursed on an hourly basis according to the Hourly Fee Schedule (attached) and submit an invoice with reimbursement not to exceed \$95,000.
- D. Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The contracting companies agree 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 contracting company and shall not be deemed an employee of Fargo Cass Public Health for any other purpose.
- B.** The laws of the State of North Dakota shall govern this contract agreement. I hereby certify that the above assurances and provisions of responsibility have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

In Witness thereof, this contract agreement has been executed between AE2S Communications and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

By \_\_\_\_\_

*Desi Flemming, Director of Public Health*

Date \_\_\_\_\_

By \_\_\_\_\_

*Timothy J. Mahoney, Mayor, City of Fargo*

Date \_\_\_\_\_

**ADVANCED ENGINEERING AND  
ENVIRONMENTAL SERVICES, INC. DBA  
AE2S COMMUNICATIONS**

By \_\_\_\_\_

*Brian R. Bergantine,  
Operations Manager*

Date \_\_\_\_\_


*8-30-19*



(13)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING   
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 4, 2019

**RE:** AGREEMENT FOR SERVICES WITH SOUTHEAST  
HUMAN SERVICE CENTER FOR TOBACCO USE  
PREVENTION, CONTROL AND CESSATION ACTIVITIES  
NOT TO EXCEED \$30,200.

The attached Contract Agreement with Southeast Human Service Center for tobacco use, prevention, control and cessation activities is not to exceed \$30,200.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Contract Agreement with AE2S Communications.

DF/lls  
Enclosure





## CONTRACT AGREEMENT FOR SERVICES



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

THIS AGREEMENT, effective the 3rd day of September, 2019, by and between Fargo Cass Public Health (FCPH); and Southeast Human Service Center (Contractor).

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 September 3, 2019 through June 14, 2020.
- B. **Services to be provided by independent contractor:** Working in collaboration with FCPH, 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: group and individual counseling for tobacco cessation services, implement alternative activities in place of tobacco breaks, attend trainings to acquire relevant information and skills to properly dose nicotine replacement therapy and ongoing education on tobacco.
- C. **Reimbursement:** Contractor shall be reimbursed up to \$30,200. This includes \$26,200 for nicotine replacement therapy and \$4,000 for tobacco treatment specialist training. Invoices must be submitted monthly by the first Monday for the previous month. The final invoice being due on June 14, 2020.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** 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 Contractor in accomplishing stated goal/objectives. Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by the first Monday of each month, with the final report due on June 14, 2020.

### Special Considerations:


- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed an employee of Fargo Cass Public Health for any other purpose.
- B. The laws of the State of North Dakota shall govern this Service Agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed 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.





## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING   
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 4, 2019

**RE:** AGREEMENT FOR SERVICES WITH COBALT REHABILITATION  
HOSPITAL FOR FUNDS NOT TO EXCEED \$500.00.

The attached agreement is for services for breastfeeding friendly environment support for Cobalt Rehabilitation.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the agreement for Services for Cobalt Rehabilitation

DF/lls  
Enclosure



## AGREEMENT FOR SERVICES

**THIS AGREEMENT**, effective the 12<sup>th</sup> of August, 2019, by and between Fargo Cass Public Health ("FCPH"); and Cobalt Rehabilitation Hospital.

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

- A. **Term of Agreement:** Project plans must be implemented by August 31, 2020 after funds are received.
- B. **Statement of Work:** Support worksites in their efforts to provide a breastfeeding friendly environment for their employees. Provided the activities authorized under the statement of work and contract signed by the Recipient are eligible expenditures of Fargo Cass Public Health, the City agrees to provide an amount not to exceed \$500.00. Funds shall be disbursed upon a presentation of a signed agreement.
- C. **Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- D. **Accounts and Records:** The grant partner shall establish and maintain accurate and complete account and financial or other record in relation to the receipt and expenditure of all grant funds for the project so they adequately show that the grant funds were used exclusively for the purposes described in this agreement.

**Special Considerations:**

- A. It is understood and agreed that the relationship created by this Agreement shall be that of grant partner and shall not be deemed an employee of Fargo Cass Public Health for any other purpose.
- B. The laws of the State of North Dakota shall govern this contract agreement. I hereby certify that the above assurances and provisions of responsibility have been reviewed and our agency has agreed upon the conditions as set forth.
- C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this contract agreement has been executed between the Grant Partner and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

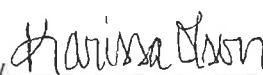
By   
Desi Fleming  
Director of Public Health

Date \_\_\_\_\_

By \_\_\_\_\_  
Timothy J. Mahoney  
Mayor, City of Fargo

Date \_\_\_\_\_

**PARTNER – Cobalt Rehabilitation Hospital**

By   
Karissa Olson  
CEO, Cobalt Rehabilitation Hospital

Date 8/29/19

Contract originator: Michelle Draxten Division: Health Protection and Promotion Sub category: Breastfeeding
---


07/23/2019



(15)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 4, 2019**

**RE: AGREEMENT FOR SERVICES FROM EMILY ALTSTADT FOR DEVELOPMENT, ADMINISTRATION AND INSTRUCTION OF CHILD CARE ACTIVITY HEALTH CODE TRAINING NOT TO EXCEED THE COST OF \$600.00**

The attached agreement is for Emily Alstadt to provide development, administration and instructions of child care activity health code training and provide data on the numbers attending. The cost will not exceed four hours or \$600.00.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the agreement for Services from Emily Altstadt

DF/lls  
Enclosure



**THIS AGREEMENT**, effective the 1st day of October 2019, by and between Fargo Cass Public Health ("FCPH"); and Emily Altstadt, (Independent Contracting Educator).

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

- A. **Term of Agreement:** The parties entered into a written agreement for the period of October 1st, 2019, through December 31, 2019.
- B. **Services to be provided by independent contractor:** Development, administration and instruction of Child Care Physical Activity Health Code training, and provide data on the numbers attending.
- C. **Reimbursement:** The contracting consultant shall be reimbursed \$150.00 per hour and submit an invoice, not to exceed 4 hours or \$600.00
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The contracting 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.

**Special Considerations:**

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B. This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.


**FARGO CASS PUBLIC HEALTH**

**CONSULTANT**

(16)

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 4, 2019**

**RE0: AGREEMENT FOR SERVICES WITH CHILD CARE  
AWARE OF NORTH DAKOTA FOR TRAINING OF COF  
AND WF LICENSED CHILD CARE CENTER STAFF TO  
MEET ANNUAL HEALTH CODE TRAINING  
REQUIREMENTS. THE ACTIVITIES WILL NOT EXCEED  
\$8,500.00.**

The attached Contract Agreement with Child Care Aware of North Dakota to work with FCPH to provide training for City of Fargo and City of West Fargo licensed child care center staff to meet their annual health code training requirements and it will not exceed the cost of \$8,500.00.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Contract Agreement with Child Care Aware of North Dakota.

DF/lls  
Enclosure



# CONTRACT AGREEMENT FOR SERVICES



**Public Health**  
Prevent. Promote. Protect.

Fargo Cass Public Health

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of October, 2019, by and between Fargo Cass Public Health ("FCPH"); and Child Care Aware® of North Dakota,

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of October 1, 2019, through September 30, 2020.
- B. Services to be provided by independent contractor:** Child Care Aware® of North Dakota will work with Fargo Cass Public Health by providing training opportunities for City of Fargo and West Fargo licensed Child Care center staff to meet their annual health code training requirements. Duties will include: administering the Step 2 Promoting Wellness e-learning modules, and facilitating Training-To-Go requests from licensed Fargo and West Fargo child care centers.
- C. Reimbursement:** The contracting consultant shall be reimbursed a contract total of \$8,500.00, and submit a monthly invoice. The contract will not to exceed \$8,500.00.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The contracting 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.

## Special Considerations:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B.** This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**Fargo Cass Public Health**

By Desi Fleming  
Desi Fleming, Director of Public Health

Date 9/4/19

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo

Date \_\_\_\_\_

**Child Care Aware of ND**

By Jessica Thomasson  
Jessica Thomasson, Director of Child Care Aware of ND

Date 8-27-19

## OFFICE USE:

Contract Originator: Cheryl Stetz  
Division: Health Protection and Promotion  
Sub Category:






(17)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING   
DIRECTOR OF PUBLIC HEALTH

**DATE:** SEPTEMBER 4, 2019

**RE:** MEMORANDUM OF UNDERSTANDING WITH NORTH DAKOTA  
DEPARTMENT OF HEALTH

The following memorandum of understanding between North Dakota Department of Health and Fargo Cass Public Health is to define Department responsibilities and authority in public health surveillance, investigation, enforcement and after action activities and to promote coordination and sound public health practices without duplication of services.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the MOU with North Dakota Department of Health

DF/ls  
Enclosure

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
NORTH DAKOTA DEPARTMENT OF HEALTH  
AND  
FARGO CASS PUBLIC HEALTH

**Section 1: Purpose**

The North Dakota Department of Health (Department) hereby enters into an agreement with Fargo Cass Public Health. The purpose of the agreement is to define Department responsibilities and authority in public health surveillance, investigation, enforcement and after action activities, and to promote coordination and sound public health practices without duplication of services.

**Section 2: Agreement**

Department of Health Surveillance, Investigation, and Enforcement Authority and Responsibilities:

1. The Department is the sole collection entity for all reportable public health disease and conditions. All surveillance sites, entities or organizations that have knowledge of or have obtained surveillance data, must report the information to the Department.
2. The Department will maintain a uniform statewide population-based surveillance database and case management system for the collection of data pertaining to designated reportable diseases and syndromic conditions in accordance with:
  - a. NDCC 23-07-01 State Department of Health- Collection of public health information
  - b. NDCC 23-07-02 Who to report reportable diseases
3. The Department will maintain and test a 24/7 contact system for disease and condition reporting for surveillance and situational awareness.
4. The Department is responsible for communicating with and providing training for specific statewide surveillance sites.
5. The Department's Division of Microbiology will provide laboratory support for testing human, animal or environmental samples for the detection of pathogens of public health significance. The Division of Microbiology will also provide molecular testing to support any needed molecular surveillance
6. The Department is responsible for oversight in conducting statewide disease outbreak, foodborne outbreaks, and cluster investigations and for providing analysis and reporting in accordance with:
  - a. NDCC 23-01-05 Health Officer
  - b. NDCC 23-09 Food, Lodging and Assisted Living Facilities
7. As provided by North Dakota Century Code sections 23-09-16, 23-01-35, 23-10-02.1 and 23-39-02, the Department's Division of Food and Lodging has entered into separate agreements (MOUs) with those LPHUs having jurisdiction to provide the

inspection, licensing, enforcement and educational programs relating to food, lodging, mobile home and RV parks, body art and tanning establishments.

8. In case of significant disease outbreak(s) and/or environmental hazard(s) impacting human health related investigations, the Department may request assistance from LPHU, depending on the disease and LPHU's capacity to collect data, specimens, conduct contact investigations, work with local media and provide vaccinations or treatment. The Department will work with the LPHU to determine needed services, education, necessary communication to the public and local partners and initiate active disease surveillance, as needed.
  - a. If the situation is elevated beyond capacity, the Department will follow emergency notification and response protocol and procedures.
    - i. Case Manager System
    - ii. Incident Command and Emergency Operations
    - iii. Statewide Response Team members are employed by local public health and serve as lead contacts, liaisons, planners and community subject matter experts in developing and implementing the statewide Emergency Operations Plans. Local annex templates are used when the situation arises.

### **Section 3: Disease Control Field Epidemiologist Responsibilities**

State field epidemiologists located at designated LPHUs around the state will cover multicounty areas that may overlap with the jurisdictions of multiple health units. The field staff's primary responsibilities are:

1. Coordinate disease surveillance activity at the regional level, assuring health care providers, laboratories and other required reporters are familiar with reporting requirements and processes.
  - a. Communicate surveillance activities with LPHU and provide reports of surveillance data received for the jurisdiction.
2. Serve as a liaison between LPHUs, healthcare providers and the Division of Disease Control.
  - a. State field epidemiologists, using disease surveillance data will provide needed situational awareness regarding disease outbreaks in the LPHU jurisdiction to designated LPHU staff through infectious disease updates, case statistics and other disease investigation information.
3. Investigate cases of reportable diseases and possible outbreaks to:
  - a. Determine the source of infection.
  - b. Determine possible spread of infection.
  - c. Make recommendations to reduce the risk of further illness.
  - d. Provide proper documentation of disease reports.
  - e. Inform LPHUs of the status of treatment and compliance.

4. Provide educational and technical support to providers and communities in their assigned region.
  - a. Inform LPHUs of trainings provided to surveillance sites regarding reporting requirements and reporting timeframes and provide an attendance report.

#### **Section 4: Compensation for Disease and Environmental Treatment and Response**

Department may enter into agreements with LPHUs to provide services, which may include diagnosis, treatment, evaluation, monitoring, investigation or case management of specific infectious or communicable diseases, such as TB and HIV.

Compensation for disease outbreaks, where LPHU is assisting with the state's disease investigation and response, in which no agreement exists, will be evaluated on a case by case basis.

#### **Section 5: Local Public Health Unit Responsibilities**

1. Under the authority of NDCC Chapter 23-35, LPHUs operate within their designated jurisdiction and function.
2. LPHU will follow the Department's protocols for disease outbreaks and environmental hazards impacting human health in accordance with:
  - a. Investigation of Infectious Disease Cases protocol and manual found at the this link:  
[http://www.ndhealth.gov/disease/Documents/Investigation\\_Of\\_Infectious\\_Disease\\_Cases.pdf](http://www.ndhealth.gov/disease/Documents/Investigation_Of_Infectious_Disease_Cases.pdf)
3. LPHU will assist the Department in public health investigations when requested. Both parties will work together on staffing needs to reduce the outbreak impact and transmission in the community. In the event of disease outbreaks, the Department is responsible for overall outbreak management, case management and investigation. LPHUs may assume responsibility of clinical management of cases and contacts.
4. LPHU will work with local partners to assist the Department in coordinating and implementing environmental health and disease control activities. Disease control activities may include, but are not limited to: collecting data, conducting contact investigations, collecting specimens, providing treatment, and working with local media to inform the public of any health risks or actions to take.
5. LPHU will assist the Department in notifying the public of statewide or jurisdictional disease and environmental health issues related to violations, enforcement and compliance, and trends and patterns.
6. As a surveillance site, LPHU will comply with reporting of diseases according to NDCC 23-07-02.

#### **Section 6: State Epidemiologist and Other Resources**

The State Epidemiologist will provide public health research, data analysis, surveillance and investigation technical expertise to LPHU staff. Additionally, the State Epidemiologist will serve as the liaison between public health and both North Dakota State University and University of North Dakota's Master of Public Health programs to provide additional resources such as data analysis, project development, and training.

- a. The State Epidemiologist serves as Administrator for the Department's Institutional Review Board (IRB). The IRB will review projects on behalf of the LPHUs as noted in policy <http://ndhealth.gov/IRB/Documents/InfoForResearchers.pdf>.
- b. The State Epidemiologist will provide an annual technical assistance session to educate local and tribal partners on the IRB process, to review IRB protocols, and to address needs and concerns.


### Section 7: Term of Agreement

This MOU shall be effective from the date of the final signature and shall remain in effect until June 30, 2021. Any additions or modifications to the terms of this MOU or the roles and responsibilities of either party must be agreed to by both parties. Such changes shall be incorporated in written amendments to this Memorandum of Understanding.

### Section 8: Termination

Either party may terminate this MOU upon a 30 days' written notice to the other party. The undersigned have read this MOU and will abide as outlined within this MOU.

**Fargo Cass Public Health**

  
\_\_\_\_\_  
Desi Fleming, Director of Public Health

9/4/2019  
\_\_\_\_\_  
Date

**City of Fargo**

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

\_\_\_\_\_  
Date

**North Dakota Department of Health**

\_\_\_\_\_  
Kelly Nagel, Systems and Performance Director

\_\_\_\_\_  
Brenda M. Weisz, CFO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date


18a



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

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 4, 2019**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA  
DEPARTMENT OF HEALTH FOR COMPREHENSIVE  
CANCER AND OBESITY PREVENTION IN CHILD CARE  
FOR \$8,525, GRANT G19.366, CFDA 93.898**

The attached notice of grant award with North Dakota Department of Health is to provide for comprehensive cancer and obesity prevention in child care for a total of \$8,525.

The budget adjustment for 2019 will be:

**Expense**

Contract Services	101-6035-451-38-11	\$6100
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**Revenue**

ND Comprehensive Cancer Control	101-0000-331-12-58	\$6710
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**Suggested Motion:**

Move to approve the award from North Dakota Department of Health with the budget adjustments for 2019.

DF/lls  
Enclosure





## NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 53771 (04-2019)

Grant Number G19.366	CFDA Name Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations		CFDA Number 93.898
FAIN Number NU58DP006282	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 9/23/2019	Grant End Date 6/22/2020
Federal Award Date 5/3/2019	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 Cancer and Obesity Prevention in Child Care	North Dakota Department of Health (NDDoH) Project Code 4521 HLH3210 03		
Grantee Name Fargo Cass Public Health	Project Director Jesse Tran		
Address 1240 25 <sup>th</sup> Street South	Address 600 E. Boulevard Ave., Dept. 301		
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200		
Contact Name Larry Anenson	Contact Name Jesse Tran		
Telephone Number 701-241-8575	Telephone Number 701-328-2419		
Email Address LAnenson@FargoND.gov	Email Address jtran@nd.gov		

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$8,525	\$0	\$8,525
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$8,525	\$0	\$8,525
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 %

**Scope of Service**  
Grantee will provide five, in-person physical activity trainings to licensed child care providers in Cass County which counts toward the Child Care Physical Activity Health Code ordinance requirement and document the trainings in the Growing Futures statewide registry and on ActiveChildCare.org. Grantee will develop an online, nutrition training module as outlined in the Child Care Physical Activity Health Code ordinance for licensed child care providers in Cass County and be approved as continuing education hours for Growing Futures.

**Reporting Requirements**  
Grantee will provide an interim written progress report of activities completed by December 31, 2019.  
Grantee will provide a final written progress report of activities completed by June 29, 2020.  
Grantee will submit an expenditure report at least quarterly via the Program Reporting System (PRS).  
Final expenditure report for the period ending June 22, 2020, must be received by July 10, 2020.  
Reimbursement will be processed upon Department approval of expenditure reports and progress reports of services completed.

**Special Conditions**  
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 NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 9/5/2019	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Susan M. Mormann, Director, Division of Community and Health Systems	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	


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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## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 4, 2019**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA  
DEPARTMENT OF HEALTH FOR COMPREHENSIVE  
CANCER AND OBESITY PREVENTION IN CHILD CARE  
FOR \$8,525, GRANT G19.366, CFDA 93.898**

The attached notice of grant award with North Dakota Department of Health is to provide for comprehensive cancer and obesity prevention in child care for a total of \$8,525.

The budget adjustment for 2020 will be:

### Expense

Contract Services	101-6035-451-38-11	\$1650
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### Revenue

ND Comprehensive Cancer Control	101-0000-331-12-58	\$1815
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### Suggested Motion:

Move to approve the award from North Dakota Department of Health with the budget adjustments for 2020.

DF/lls  
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 53771 (04-2019)

Grant Number G19.366	CFDA Name Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations		CFDA Number 93.898
FAIN Number NU58DP006282	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 9/23/2019	Grant End Date 6/22/2020
Federal Award Date 5/3/2019	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 Cancer and Obesity Prevention in Child Care	North Dakota Department of Health (NDDoH) Project Code 4521 HLH3210 03
Grantee Name Fargo Cass Public Health	Project Director Jesse Tran
Address 1240 25 <sup>th</sup> Street South	Address 600 E. Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Larry Anenson	Contact Name Jesse Tran
Telephone Number 701-241-8575	Telephone Number 701-328-2419
Email Address LAnenson@FargoND.gov	Email Address jtran@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$8,525	\$0	\$8,525
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$8,525	\$0	\$8,525
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 %

**Scope of Service**

Grantee will provide five, in-person physical activity trainings to licensed child care providers in Cass County which counts toward the Child Care Physical Activity Health Code ordinance requirement and document the trainings in the Growing Futures statewide registry and on ActiveChildCare.org. Grantee will develop an online, nutrition training module as outlined in the Child Care Physical Activity Health Code ordinance for licensed child care providers in Cass County and be approved as continuing education hours for Growing Futures.

**Reporting Requirements**

Grantee will provide an interim written progress report of activities completed by December 31, 2019.  
Grantee will provide a final written progress report of activities completed by June 29, 2020.  
Grantee will submit an expenditure report at least quarterly via the Program Reporting System (PRS).  
Final expenditure report for the period ending June 22, 2020, must be received by July 10, 2020.

Reimbursement will be processed upon Department approval of expenditure reports and progress reports of services completed.

**Special Conditions**

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 NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 9/5/2019	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Susan M. Mormann, Director, Division of Community and Health Systems	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	


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.



(180)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 4, 2019**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR INCREASING BREASTFEEDING RATES AND REDUCING OBESITY IN CHILDREN PROGRAMS FOR \$120,000 GRANT NUMBER G19.334, CFDA 93.994**

The following Notice of Grant Award for \$120,000 from the North Dakota Department of Health and Human Services is for the programs to increase the rate of breastfeeding and to reduce overweight and obese children in Cass County.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the award from North Dakota Department of Health and Human Services

DF/lls  
Enclosure



**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (04-2019)

Grant Number G19.334	CFDA Name Maternal and Child Health Block Grant to the States	CFDA Number 93.994	
FAIN Number	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2019	
		Grant End Date 9/30/2020	
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 Increasing Breastfeeding Rates/Reducing Overweight/Obesity		North Dakota Department of Health (NDDoH) Project Code 4561 HLH3139 05	
Grantee Name Fargo Cass Public Health		Project Director Mikaela Schlosser, Sarah Massey	
Address 1240 25 <sup>th</sup> Street South		Address 600 E. Boulevard Ave. Dept. 301	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0200	
Contact Name Larry Anenson		Contact Name Mikaela Schlosser, Sarah Massey	
Telephone Number 701-241-8575		Telephone Number 701-328-4529, 701-328-2722	
Email Address Lanenson@FargoND.gov		Email Address mlschlosser@nd.gov, smassey@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$120,000	\$90,000	\$210,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$120,000	\$90,000	\$210,000
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 agrees to carry out: 1) a program to increase breastfeeding rates at 6 months; and 2) a program to reduce overweight and obesity in children in Cass County, in accordance with the objectives, strategies and activities, stated in the action plan submitted by the Grantee dated August 23, 2019.			
Reporting Requirements Reimbursement will be processed upon Department approval of expenditures, data and progress reports. Reporting Requirements are further defined in Attachment A.			
Special Conditions Special Conditions are defined in Attachment B.			
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 NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting 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 NDDoH Acceptance	
Date 9/4/2019	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Colleen Pearce, Director, Division of Family Health & Nutrition	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
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.			

## ATTACHMENT A

### Reporting Requirements October 1, 2019 – September 30, 2020

#### Expenditure and Progress Reports

(Reports must be submitted at least quarterly but may be submitted more frequently)

Reporting Time Period	Due Date
October 1, 2019 – December 31, 2019	January 15, 2020*
January 1, 2020 – March 31, 2020	April 15, 2020
April 1, 2020 – June 30, 2020	July 15, 2020
July 1, 2020 – September 30, 2020	October 15, 2020*

\*Federal Data Reports due with Progress Report.

Conference Calls			
<b><u>January 17, 2020</u></b> Breastfeeding 9:00-10:00 am Childhood Obesity 10:00-11:00 am	<b><u>April 17, 2020</u></b> Breastfeeding 9:00-10:00 am Childhood Obesity 10:00-11:00 am	<b><u>July 17, 2020</u></b> Breastfeeding 9:00-10:00 am Childhood Obesity 10:00-11:00 am	<b><u>October 16, 2020</u></b> Breastfeeding 9:00-10:00 am Childhood Obesity 10:00-11:00 am



## ATTACHMENT B

### Special Conditions

- The Title V Maternal and Child Health (MCH) funds will be used primarily for preventive services such as those related to the identified state priorities. Title V MCH prohibits exclusion from participation, denial of benefits, or discrimination in any program or activity funded in whole or in part with Title V MCH monies on the basis of race, color or national origin, sex, age, religion or handicapping conditions.
- Before changing/carrying out any activities not in the approved action plan must be submitted to the Project Director for approval.
- Non-approved line items in budget must be submitted to the Project Director for approval before any purchases are incurred.
- Grantee has 25 percent budget flexibly for approved line items. Anything over 25 percent must be approved by Project Director.
- Grantee is required to use the following language (italicized below) when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.


*This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) grant, Maternal and Child Health Services. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.*



18d

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: AUGUST 29, 2019**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA DEPARTMENT  
OF HEALTH AND HUMAN SERVICES FOR THE IMPLEMENTATION  
OF A REGIONAL PUBLIC HEALTH OPIOID NETWORK FOR \$22,000  
GRANT NUMBER G19.381, CFDA 93.354**

The following Notice of Grant Award for \$22,000 from the North Dakota Department of Health and Human Services is for the implementation of a Regional Public Health Opioid Network.

**2019 Expense**

Mileage	101-6013-451-56-50	\$ 500
In State Travel	101-6013-451-56-60	\$ 1,000

**2019 Revenue**

Regional PH Network Opioid Response 101-0000-331.12-57 HE121-PH \$22,000

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the award from North Dakota Department of Health and Human Services

DF/lls  
Enclosure

**NOTICE OF GRANT AWARD - RESTRICTED FUNDING**  
NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 59920 (04-2019)


Grant Number G19.381	CFDA Name Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	CFDA Number 93.354	
FAIN Number NU90TP921974	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 9/15/2019	
Federal Award Date 8/29/2018	Grant End Date 11/30/2019		
Federal Awarding Agency Department of Health and Human Services			
<b>This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.</b>			
Title of Project/Program Regional Public Health Network Opioid Implementation		North Dakota Department of Health (NDDoH) Project Code 1151 HLH 3861-11	
Grantee Name Fargo Cass Public Health		Project Director Kelly Nagel	
Address 1240- 25 <sup>th</sup> Street South		Address 600 East Blvd Ave.- Dept. 301	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck ND 58505	
Contact Name Desi Fleming		Contact Name Kelly Nagel	
Telephone Number 701-241-1360		Telephone Number 701-328-4596	
Email Address dfleming@fargond.gov		Email Address kynagel@nd.gov	
Amount Awarded	NDDoH Cost Share \$22,000	Grantee Cost Share \$0.00	Total Costs \$22,000
Previous Funds Awarded	\$0.00	\$0.00	\$0.00
Total Funds Awarded	\$22,000	\$0.00	\$22,000
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 %
<b>Scope of Service</b> Grantee shall expand network planning, coordination and shared services to include opioid overdose prevention and response related activities based on the network's identified needs. In addition, the network will identify a staff person within the network who has experience implementing opioid overdose prevention and response related strategies to serve as the lead contact and coordinator.			
<b>Reporting Requirements</b> Grantee will submit monthly expenditure and progress reports in the Department's Program Reporting System. Final expenditure and progress report for the period ending November 30, 2019 must be received by December 15, 2019. Reimbursement will be processed upon Department approval of expenditures and progress report.			
<b>Special Conditions</b> Funding for this award is restricted to \$22,000 until such time as the Federal Award is updated to reflect a redirect of funds. The Department will reimburse expenses for scope of work performed as of September 15, 2019 once the restriction has been lifted. The Department will send notification when the restriction has been lifted. Financial obligation of the Department is contingent upon funds being made available by Centers for Disease Control through the Opioid Crisis Cooperative Agreement. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation.			
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 NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
<b>Evidence of Grantee's Acceptance</b>		<b>Evidence of NDDoH Acceptance</b>	
Date 8/29/2019	Signature 	Date	Signature
Desi Fleming/Director of Public Health		Typed Name/Title of Authorized Representative Kelly Nagel, Director, Systems and Performance	
Date	Signature	Date	Signature
Timothy J. Mahoney/Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
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.			



(18e)

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 4, 2019**

**RE: NOTICE OF GRANT AWARD FROM USDA AND NORTH DAKOTA  
DEPARTMENT OF HEALTH FOR SUPPLEMENTAL NUTRITION  
PROGRAM FOR \$525,800 GRANT NUMBER G19.344, CFDA 10.557**

The following Notice of Grant Award for \$585,800 from the North Dakota Department of Health and the USDA for special supplemental nutritional programs for Women, Infants and Children.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the award from North Dakota Department of Health & USDA.

DF/lls  
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 53771 (04-2019)

Grant Number G19.344	CFDA Name Special Supplemental Nutrition Program for Women, Infants and Children		CFDA Number 10.557
FAIN Number	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2019	Grant End Date 9/30/2020
Federal Award Date	Federal Awarding Agency U.S. Department of Agriculture		

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 Women, Infant and Children (WIC)	North Dakota Department of Health (NDDoH) Project Code 4561 HLH3150 01
Grantee Name Fargo/Cass Public Health WIC	Project Director Colleen Pearce
Address 1240 25th Street South	Address 600 East Boulevard Ave, Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Kim Vance	Contact Name Colleen Pearce
Telephone Number 701-277-1455	Telephone Number 701-328-2496
Email Address KVance@FargoND.gov	Email Address cpearce@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$525,800	\$0	\$525,800
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$525,800	\$0	\$525,800
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 make specific nutritionally desirable foods and nutrition education available for eligible pregnant women, infants and children within counties within the boundaries of the Grantee's service area in accordance with provisions of the Child Nutrition Act of 1966, 7 CFR, Part 246, FNS (and specific contract requirements noted in 246.6, see Attachment A), WIC Policy Memorandum and as detailed in the North Dakota WIC Policy and Procedure manuals. Grantee service provided, and expenditures will follow the approved plan and budget. Any major changes in the type of service delivery and training must be submitted to the State Department of Health for prior approval.

**Reporting Requirements**  
Grantee must submit monthly expenditure reports via the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2020 must be received by July 15, 2020. Final expenditure report for the period ending September 30, 2020, must be received by October 30, 2020. Reimbursement will be processed upon Department approval of state plan progress and expenditure reports.

**Special Conditions**  
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 NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 9/4/2019	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Colleen Pearce, Director, Division of Family Health & Nutrition	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
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.			





**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 4, 2019**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA DEPARTMENT  
OF HEALTH FOR INCREASING IMMUZATION RATES FOR LOCAL  
PUBLIC HEALTH UNITS FOR \$71,313 GRANT NUMBER G19.023,  
CFDA 93.268**

The following Notice of Grant Award for \$71.313 from the North Dakota Department of Health for increasing immunization rates for local public health units for \$71.313.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the award from North Dakota Department of Health & USDA.

DF/lls  
Enclosure



**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (04-2019)

Grant Number G19.023	CFDA Name Immunization Cooperative Agreements	CFDA Number 93.268
FAIN Number NH23IP000764	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2019
Federal Award Date	Grant End Date 6/30/2020	
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 Increasing Immunization Rates - LPHU	North Dakota Department of Health (NDDoH) Project Code H3319-06 (Pan Flu), H3319-08 (PPHF)
Grantee Name Fargo Cass Public Health	Project Director Molly Howell, Immunization Program Manager
Address 1240 – 25 <sup>th</sup> Street South	Address 2635 East Main Ave., PO Box 5520
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58506-5520
Contact Name Desi Fleming	Contact Name Molly Howell, Immunization Program Manager
Telephone Number 701-241-1360	Telephone Number 701-328-4556
Email Address dfleming@fargond.gov	Email Address mahowell@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$71,313	\$0.00	\$71,313
Previous Funds Awarded	\$0.00	\$0.00	\$0.00
Total Funds Awarded	\$71,313	\$0.00	\$71,313
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: See Attachment A, the Scope of Service Document. Required activities are in red.

Reporting Requirements: Quarterly Activity Reports are required to be electronically submitted in the Department of Health Program Reporting System (PRS). Reimbursement will be processed upon NDDoH approval of at-least quarterly activity reports and reimbursement requests in PRS. If requesting reimbursement more frequently than quarterly, then activity reports must be submitted more frequently along with requests for reimbursement in PRS. A required immunization activity report is included as Attachment B. Expenditure report for the period ending June 30, 2020 must be received by July 15, 2020.

Special Conditions: Financial obligation of the Department is contingent upon funds being made available by the U.S. Department of Health and Human Services. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation. Non-allowable expenses include: promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 200, 45 CFR Part 75, HHS Grants Policy Statement.

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 NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 9/4/2019	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Kirby Kruger, Section Chief, Medical Services Section	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial Officer	
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.			



## 2019 – 2024 North Dakota Local Public Health Unit Increasing Immunization Rates Grants Scope of Service

The objectives of this grant are in line with the 2019 – 2024 Centers for Disease Control and Prevention National Center for Immunization and Respiratory Diseases Immunization Program Operations Manual (IPOM).

**Activities:** Required activities are shown in RED.

**IPOM B1a. Describe geographic areas or population subgroups known or suspected to have low coverage for some or all vaccines, indicating a disparity may exist (e.g., residents of a county with a high number of uninsured, low-income children; rural adolescents; school district with low adherence to school entry vaccination requirements; pregnant women; high risk adults).**

- Utilize North Dakota Immunization Information System (NDIIS) and school immunization survey coverage rates for your jurisdiction and/or facility to determine baseline rates. Rates should include, but are not limited to:
  - Infants
    - 4:3:1:3:3:1:4 series
    - Influenza
  - Children (kindergarten entry)
  - Adolescents
    - Tdap
    - MCV4
    - HPV
    - Influenza
    - Varicella
  - Adults
    - PCV13
    - PPSV23
    - Zoster
    - Influenza
- Utilize baseline rates to establish immunization coverage goals for the one-year and five-year grant period.

**IPOM B2c. Prioritize one or more geographic regions or population subgroups identified in B1 for targeted programmatic activities to increase vaccination coverage.**

- Implement evidence-based activities to increase immunization coverage rates.
  - Evidence-based activities are described in The Community Guide.
  - Examples include, but are not limited to:
    - Reminder/recall for immunizations
    - Provider reminders (forecasting)
    - Vaccination programs in WIC settings
    - Implementation of school-located vaccination programs
    - Outreach through immunization coalitions
    - Worksite immunizations
- Report activities to increase immunization coverage rates on quarterly activity reports.
- Summarize evidence of impact or evaluation results, if available.

**E1b. Identify and collaborate with immunization coalitions, health care systems, public health programs (e.g., chronic disease, STD, WIC, HIV), community-based organizations, and other stakeholders to engage populations/communities (e.g., tribal, adult, adolescent, or other ethnic, racial, or cultural subpopulations).**

- Participate or host regular meetings with immunization stakeholders in your area in an effort to increase immunization coverage rates.
- Report the number of meetings hosted and/or attended on quarterly activity reports.

**E2a. Identify and collaborate with points-of-contact (POCs) from the jurisdiction's AI/AN communities, tribal governments, tribal organizations representing those governments, tribal epidemiology centers, or Alaska Native villages and corporations to improve vaccination coverage among AI/AN communities.**

- Convene meetings with tribal health and/or Indian Health Services about immunizations.
- Engage tribes in immunization activities.
- Report the number of meetings and/or contacts with American Indian organizations on the quarterly activity report.

**E4a. Implement educational programs for immunization providers and stakeholders.**

- Participate on NDDoH immunization Lunch and Learn webinars or other immunization-related webinars.
- Attend the North Dakota Immunization Conference (July 2020).
- Provide immunization-related educational opportunities to healthcare providers and other stakeholders in your area.
- Report the number of webinars and/or other educational opportunities held or attended on the quarterly activity report.

**G1b. Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are nationally notifiable and reportable in the jurisdiction in accordance with the *CDC Manual for the Surveillance of Vaccine-Preventable Diseases*.**

- If requested, assist the NDDoH with the investigation and/or response to vaccine preventable diseases.

**J2b. Collaborate with schools, school districts, early childhood facilities, and other stakeholders to improve vaccination coverage in child care and school settings.**

- Assist schools with determining the up-to-date status of students.
- Conduct school-located vaccination clinics.
- Educate schools about school immunization requirements.

**Chapter I: Pandemic Influenza Preparedness**

***(At least 10% of time must be devoted to this program area)***

**E-3: Work with new and existing partners to increase demand for seasonal influenza vaccine to improve preparedness for an influenza pandemic, including school-located vaccination. (Choose at least one of the following)**

- 1) Conduct school-located influenza vaccination clinics.
  - Activity reports on school-located clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
- 2) Conduct mass or off-site clinics for influenza vaccination.
  - Activity reports on mass clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
- 3) Work with new and existing partners, such as local authorities, health care institutions, medical providers, pharmacies, visiting nurse associations, community vaccinators, community outreach groups, advocacy groups, and/or local businesses, especially those who serve groups at high risk for complications from influenza infection and/or in underserved population groups, to increase demand for seasonal influenza immunization.
  - Report the number and types of partners engaged to promote seasonal influenza vaccination. Include the specific race/ethnicity/target groups focused on.

**Reporting Requirements:**

Quarterly Activity Reports are required to be submitted (electronically) in the North Dakota Department of Health Program Reporting System (PRS). Reimbursement will be processed upon NDDoH approval of at-least quarterly activity reports and reimbursement requests in PRS. A required immunization activity report will be provided by the NDDoH. **If requesting reimbursement more frequently than quarterly, then activity reports must be submitted more frequently with requests for reimbursement in PRS.**



Agency Name:		Contact Person:	
Telephone Number:	E-mail Address:		Reporting Period Dates:

Activities in Red are required.

<p><b>IPOM B1a.</b> Describe geographic areas or population subgroups known or suspected to have low coverage for some or all vaccines, indicating a disparity may exist (e.g., residents of a county with a high number of uninsured, low-income children; rural adolescents; school district with low adherence to school entry vaccination requirements; pregnant women; high risk adults).</p>	<p><b>Percent of Effort*:</b></p>
<p>Utilize North Dakota Immunization Information System (NDIIS) and school immunization survey coverage rates for your jurisdiction and/or facility to determine baseline rates.</p>	
<p><b>Baseline Immunization Rates</b> (describe below):</p>	



<p><b>IPOM B1a. Describe geographic areas or population subgroups known or suspected to have low coverage for some or all vaccines, indicating a disparity may exist (e.g., residents of a county with a high number of uninsured, low-income children; rural adolescents; school district with low adherence to school entry vaccination requirements; pregnant women; high risk adults).</b></p>	<p><b>Percent of Effort*:</b></p>
<p>Utilize baseline rates to establish immunization coverage goals for the one-year and five-year grant period.</p>	
<p><b>One-Year Immunization Coverage Rate Goals</b> (describe below):</p>	
<p><b>Five-Year Immunization Coverage Rate Goals</b> (describe below):</p>	
<p><b>IPOM B2c. Prioritize one or more geographic regions or population subgroups identified in B1 for targeted programmatic activities to increase vaccination coverage.</b></p>	<p><b>Percent of Effort*:</b></p>
<p>Implement evidence-based activities to increase immunization coverage rates. Report activities to increase immunization coverage rates. Summarize evidence of impact or evaluation results, if available.</p>	

**E1b. Identify and collaborate with immunization coalitions, health care systems, public health programs (e.g., chronic disease, STD, WIC, HIV), community-based organizations, and other stakeholders to engage populations/communities (e.g., tribal, adult, adolescent, or other ethnic, racial, or cultural subpopulations).**

**Percent of Effort\*:**

Report the number of meetings hosted and/or attended.

**E2a. Identify and collaborate with points-of-contact (POCs) from the jurisdiction's AI/AN communities, tribal governments, tribal organizations representing those governments, tribal epidemiology centers, or Alaska Native villages and corporations to improve vaccination coverage among AI/AN communities.**

**Percent of Effort\*:**

Report the number of meetings and/or contacts with American Indian organizations.

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<b>E4a. Implement educational programs for immunization providers and stakeholders.</b>	<b>Percent of Effort*:</b>
Report the number of webinars and/or other educational opportunities held or attended.	

<b>G1b. Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are nationally notifiable and reportable in the jurisdiction in accordance with the <i>CDC Manual for the Surveillance of Vaccine-Preventable Diseases</i>.</b>	<b>Percent of Effort*:</b>
Report assistance provided responding to VPDs.	

**J2b. Collaborate with schools, school districts, early childhood facilities, and other stakeholders to improve vaccination coverage in child care and school settings.**

**Percent of Effort\*:**

Report assistance provided to schools, childcares and other stakeholders.

*At least 10% of time must be devoted to the pandemic influenza program area*

**E-3: Work with new and existing partners to increase demand for seasonal influenza vaccine to improve preparedness for an influenza pandemic, including school-located vaccination.**

**Percent of Effort\* (must be 10% or greater):**

1) Conduct school-located influenza vaccination clinics.

- Activity reports on school-located clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.

- 2) Conduct mass or off-site clinics for influenza vaccination.
  - Activity reports on mass clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
- 3) Work with new and existing partners, such as local authorities, health care institutions, medical providers, pharmacies, visiting nurse associations, community vaccinators, community outreach groups, advocacy groups, and/or local businesses, especially those who serve groups at high risk for complications from influenza infection and/or in underserved population groups, to increase demand for seasonal influenza immunization.
  - Report the number and types of partners engaged to promote seasonal influenza vaccination. Include the specific race/ethnicity/target groups focused on.

### **Reporting Requirements:**

Quarterly Activity Reports are required to be submitted (electronically) in the North Dakota Department of Health Program Reporting System (PRS). Reimbursement will be processed upon NDDoH approval of at-least quarterly activity reports and reimbursement requests in PRS. A required immunization activity report will be provided by the NDDoH. **If requesting reimbursement more frequently than quarterly, then activity reports must be submitted more frequently with requests for reimbursement in PRS.**

\*Enter a number between 1 and 100. Total should equal 100, for 100% of effort.

**This activity report must be submitted with each request for reimbursement to the Program Reporting System (PRS).**

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**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING** *DF*  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: SEPTEMBER 4, 2019**

**RE: NOTICE OF GRANT AWARD AMENDMENT FROM NORTH  
DEPARTMENT OF HEALTH AND CDC FOR ENHANCING HARM  
REDUCTION FOR AN ADDITIONAL \$15,400 GRANT NUMBER  
G17.1224.A, CFDA 93.354**

The following Notice of Grant Award Amendment for an additional \$15,400 from the North Dakota Department of Health and the CDC for enhancing our harm reduction.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the award from North Dakota Department of Health & CDC.

DF/lls  
Enclosure





**NOTICE OF GRANT AWARD  
AMENDMENT**

**NORTH DAKOTA DEPT. OF HEALTH (NDDoH)**  
600 E BOULEVARD AVE, DEPT. 301  
BISMARCK, ND 58505-0200

SFN 59919 (1-2016)

CFDA NUMBER

START DATE

END DATE

G17.1224 A

Public Health Emergency Response

93.354

6/17/2019

11/30/2019

FEDERAL AWARD DATE

FEDERAL AWARDING AGENCY

FAIN NUMBER

CONTRACT TYPE: ACQUISITION or RESEARCH

8/29/2018

Centers for Disease Control & Prevention

1NU90TP921974

Acquisition

THIS CONTRACT IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS CONTRACT SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.

**TITLE OF PROJECT/PROGRAM**

Enhancing Harm Reduction

NDDoH PROJECT CODE

HLH3861-43 \$15400

**CONTRACTOR NAME**

Fargo Cass Public Health

PROJECT DIRECTOR

Lindsey VanderBusch

**ADDRESS**

1240 25th St S

ADDRESS

2635 E Main Ave

**CITY/STATE/ZIP**

Fargo, ND 58103

CITY/STATE/ZIP

Bismarck, ND 58506

**CONTACT NAME**

Desi Fleming

CONTACT NAME

Lindsey VanderBusch

**TELEPHONE NUMBER**

701 241.8575

TELEPHONE NUMBER

701.328.4555

**EMAIL**

dfleming@fargond.gov

EMAIL

lvanderbusch@nd.gov

**Amount Awarded**

\$0

NDDoH Cost Share

Contractor Cost Share

1

Total Costs

**Previous Funds Awarded**

\$15,400

\$0

\$0

\$15,400

**Total Funds Awarded**

\$15,400

\$0

\$0

\$15,400

**SCOPE OF SERVICE**

This amendment extends the award end date from August 31, 2019 to November 30, 2019. All other scope of service requirements of the original agreement remain the same.

**REPORTING REQUIREMENTS**

All reporting requirements of the original agreement remain the same.

**SPECIAL CONDITIONS**

The funding from grant code HLH 3861-43 must be expended by November 30, 2019. The final request for reimbursement for these funds must be received by December 15, 2019. All other special conditions of the original agreement remain the same.

This Purchase of Service Agreement is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum for Purchase of Service Agreements issued by the North Dakota Department of Health as signed by Contractor for the period of July 1, 2017 to June 30, 2019 (Accounting Use Only) Requirements received] and (2) applicable State and Federal regulations.

**EVIDENCE OF CONTRACTOR'S ACCEPTANCE**

**EVIDENCE OF NDDoH ACCEPTANCE**

DATE

9/4/19

SIGNATURE

Desi Fleming

DATE

SIGNATURE

TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE

TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE

Desi Fleming, Director of Public Health

Kirby Kruger, Section Chief, Medical Services Section

DATE

SIGNATURE

DATE

SIGNATURE

TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE

TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE

Timothy J. Mahoney, Mayor, City of Fargo

Brenda M. Weisz, CFO


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.



19

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**   
**DIRECTOR OF PUBLIC HEALTH**

**DATE: AUGUST 29, 2019**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA DEPARTMENT  
OF ENVIRONMENTAL QUALITY FOR PUBLIC WATER SUPPLY  
SUPERVISION PROGRAM, EPA BLOCK FOR \$1,600 GRANT  
NUMBER G19.012, CFDA 66.605**

The following Notice of Grant Award for \$1,600 from the North Dakota Department of environmental quality is for public water supply supervision program- EPA block.

If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the award from North Dakota Department of Environmental Quality

DF/lls  
Enclosure

**NOTICE OF GRANT AWARD – RESTRICTED FUNDING**

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY

SFN 61630 (05-2019)

Grant Number G19.012	CFDA Name Performance Partnership Grant	CFDA Number 66.605
FAIN Number 99861716	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 9/1/2019
Federal Award Date 9/29/2015	Grant End Date 6/30/2021	
Federal Awarding Agency Environmental Protection Agency		
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 Public Water Supply Supervision Program-EPA Block		North Dakota Department of Environmental Quality (NDDEQ) Project Code 5541-EQ3991-41
Grantee Name Fargo Cass Public Health		Project Director Greg Wavra
Address 1240 – 25 <sup>th</sup> Street South		Address 918 E Divide Ave-Third Floor
City/State/ZIP Code Fargo ND 58103-2367		City/State/ZIP Code Bismarck ND 58501-1947
Contact Name Grant Larson, Director of Environmental Health		Contact Name Greg Wavra
Telephone Number 701-241-1388		Telephone Number 701-328-5224
Email Address glarson@fargond.gov		Email Address gwavra@nd.gov
Amount Awarded	NDDEQ Cost Share \$1,600	Grantee Cost Share \$532
Previous Funds Awarded	\$0	\$0
Total Funds Awarded	\$1,600	\$532
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 shall conduct inspection of non-community public water systems within the Health District as identified by the NDDEQ as follows: <u>Non-seasonal public water systems</u> shall be inspected once per biennium. Non-seasonal inspections shall be conducted during year two of the biennium (during the period July 1, 2020-June 30, 2021).		
Reporting Requirements All payments will be processed upon Department receipt and approval of inspection and expenditure reports unless otherwise specified in the Special Conditions. At the end of each State fiscal year, the final expenditure report for the period ending June 30 <sup>th</sup> must be received by July 15 <sup>th</sup> of each year during the award period.		
Special Conditions Funding for this award is restricted to \$800.00 until such time as the Federal Award is received and processed by the Department. Financial obligation of the Department is contingent upon funds being made available by the Environmental Protection Agency. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation.		
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 NDDEQ as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Accounting 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 NDDEQ Acceptance
Date 8/29/2019	Signature <i>Desi Fleming</i>	Date
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health Fargo Cass Public Health		Signature
Typed Name/Title of Authorized Representative L. David Glatt, PE, Director, Department of Environmental Quality		
Date	Signature	Date
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor City of Fargo		Signature
Typed Name/Title of Authorized Representative		
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.		



20

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources *JM*

Re: Benefit Renewals

Date: September 5, 2019

We have several benefit plan renewals that will be occurring on January 1, 2020. The renewals and proposed changes are listed below:

Health Insurance

Our health insurance provider is Blue Cross Blue Shield of North Dakota (BCBSND). Their proposed renewal for the BlueAccess Grandfathered Plan for 2020 includes a 15% premium increase. This equates to a monthly increase of \$9.40 for employees enrolled in single and a monthly increase of \$45.50 for employees enrolled in family. The City of Fargo's increased contribution was included in the 2020 budget. The proposed health premiums are attached. The plan design (deductibles, co-payments and out-of-pocket maximums) remains essentially the same with only a few changes to items such as precertification, nutritional care services, etc. as outlined in the attached Summary of Benefit Plan Changes for Group Health Plans.

A non-grandfathered plan was explored as a part of the renewal process. While a non-grandfathered plan would provide enhanced wellness benefit coverage, the family premium would have increased by an additional 8.41% beyond the 15% increase. We will continue to explore enhanced benefit options during the 2021 renewal.

Dental Insurance

Our dental insurance provider is Blue Cross Blue Shield of North Dakota (BCBSND). Their proposed renewal for 2020 includes no increase to premiums. The City contributes the cost of the single premium for all full-time employees (pro-rated for benefited employees scheduled less than 40 hours per week) regardless of the level of coverage elected.

Vision Insurance

Our vision insurance provider is currently Superior Vision. The current premiums are guaranteed through December 31, 2022.

Life Insurance

Our current life insurance provider is Mutual of Omaha. The life insurance renewal for 2020 provides no increase to employee premiums, which are paid entirely by COF employees.

Long-Term Disability (LTD) Insurance

Our current long-term disability provider is Mutual of Omaha. There is no change to the plan, which has an elimination period of 120 days. The City of Fargo pays the LTD premium of .20% of insured income entirely.

Short-Term Disability Insurance

In conjunction with BlueConnect, the benefit enrollment platform, Unum will continue to be offered as an individual short-term disability plan. The plan is voluntary and the premium will be paid entirely by participating employees. The plan has an elimination period of 14 days and a benefit period of six months at 60% of base income.

Flexible Spending Accounts

The City of Fargo will continue to offer employees the opportunity to participate in flexible benefits administered by Discovery Benefits. Participants utilize pre-tax dollars to pay for eligible health and dependent care expenses.

**RECOMMENDED MOTION:** To approve the benefit renewals as outlined in this benefit renewal memo effective January 1, 2020.

**City of Fargo**  
**Blue Cross Blue Shield of North Dakota (BCBSND)**  
**Health Insurance Premiums**  
**Effective January 1, 2020**

Active Employees BCBSND BlueAccess							
		Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
<b>Full-time 40*</b> 2080 annual hrs	Single	\$ 36.11	\$ 221.84	\$ 72.22	\$ 443.68	\$ 515.90	\$ 6,190.80
	Family	\$ 174.76	\$ 449.39	\$ 349.52	\$ 898.78	\$ 1,248.30	\$ 14,979.60
<b>Full-time 30-39*</b> 1560-2017 annual hrs	Single	\$ 87.70	\$ 170.25	\$ 175.40	\$ 340.50	\$ 515.90	\$ 6,190.80
	Family	\$ 287.11	\$ 337.04	\$ 574.22	\$ 674.08	\$ 1,248.30	\$ 14,979.60
<b>Part-time 20-29*</b> 1040-1559 annual hrs	Single	\$ 128.97	\$ 128.98	\$ 257.94	\$ 257.96	\$ 515.90	\$ 6,190.80
	Family	\$ 399.45	\$ 224.70	\$ 798.90	\$ 449.40	\$ 1,248.30	\$ 14,979.60

\*Premiums apply to employees who are benefit eligible as defined in COF policy.

COBRA Rates	
	Monthly
COBRA Single	\$ 526.22
COBRA Family	\$ 1,273.27

Health Insurance is effective the 1st of  
the month following date of hire.





## 2020 Summary of Benefit Plan Changes for Group Health Benefit Plans

The following information is intended to provide a brief summary of benefit plan changes effective on your group's anniversary unless the effective date is noted otherwise. This summary should not be used to determine whether health care expenses will be paid. The written benefit plan governs the benefits available. Covered services are subject to your benefit plan cost sharing amounts, unless otherwise indicated.

This is a Grandfathered Benefit Plan under the Patient Protection and Affordable Care Act (PPACA).

### Precertification Process

The precertification list has been expanded to include these services effective January 1, 2020:

- Air ambulance (non-emergent)
- Chimeric antigen receptor (CAR) t-cell therapy
- Limb lengthening
- Molecular and genomic testing
- Positron emission tomography (PET) scan
- Proton beam therapy
- Repetitive transcranial magnetic stimulation (rTMS)
- Transplants, except cornea and kidney

Precertification may be required for ambulance services.

### Outpatient Nutritional Care Services

#### Feeding and Eating Disorders

The maximum benefit allowance of four office visits has been removed for anorexia nervosa and bulimia services.

### Celiac Disease and Nutritional Counseling

Benefits are available for celiac disease services provided by a Licensed Registered Dietician. The maximum benefit allowance is two office visits per member per benefit period.

### National Diabetes Prevention Program

Benefits through the Diabetes Prevention Program are available for members age 18 and older who meet certain criteria when enrolled through a Diabetes Prevention Provider. The program uses the Center for Disease Control's curriculum. The Definition section includes new definitions for the program and provider.

### Pulmonary Rehabilitation Services

The benefit has been expanded for pulmonary rehabilitation services. Services are no longer limited to three educational visits.

### Outpatient Prescription Medications and Drugs

Benefits have been expanded for diabetic supplies prescribed by a Health Care Professional.

### **Home Health Care Services**

Language has been updated to remove the term “essentially homebound” because it is no longer within the criteria to receive home health care services.

### **Transplant Services**

- Language has been updated to clarify benefits are not limited to only organ and tissue transplants.
- Language has been updated to clarify verification of other medical coverage is no longer required for the donor.

### **Teeth Extractions for Radiation Therapy**

Language has been added to clarify benefits are available for dental services related to teeth extractions in preparation for radiation treatment.

### **Definitions**

#### **Credentialed Providers for Therapy Services**

Language has been updated to clarify credentialed professional Health Care Providers for Behavioral Modification Intervention for Autism Spectrum Disorder (Including Applied Behavior Analysis (ABA)) therapy services.

#### **National Diabetes Prevention Program**

Definitions have been added:

- **Diabetes Prevention Program** - a 12-month lifestyle change program using the Centers for Disease Control’s research-based approved curriculum for members age 18 and older at a high risk of developing type 2 diabetes.
- **Diabetes Prevention Provider** - a Participating Health Care Provider, or an individual or entity affiliated or associated with a Participating Health Care Provider, using trained lifestyle coaches to provide a Diabetes Prevention Program.

### **Health Care Provider**

The definition has been expanded and includes the following providers:

- Licensed Assisted Behavior Analyst
- Licensed Certified Social Worker
- Licensed Professional Counselor

### **Telehealth Services**

Telehealth services include the use of interactive audio, video or other telecommunications technology delivered over a secure connection that complies with the requirements as determined by BCBSND. The definitions have been updated:

- **Distant Site** - a site at which a Health Care Provider or health care facility is located while providing medical services via interactive audio video telecommunications technology.
- **Originating Site** - a site at which a patient is located at the time health services are provided to the patient via interactive audio video telecommunications technology.

### **Exclusions**

#### **Storage of Embryos**

Language has been updated to clarify the storage of embryos is not a covered service.

#### **Integrative Medicine**

Language has been added to alternative treatment therapies including integrative medicine.

#### **Behavioral Modification Intervention for Autism Spectrum Disorder (Including Applied Behavior Analysis (ABA)) treatments that are not considered evidence based.**

Exclusion language has been removed to clarify benefits for ABA.

(21)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: AUGUST 27, 2019**

**RE: 2019 COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PARTNERSHIP FUNDS**

The City of Fargo has received allocations from the U.S. Department of Housing and Urban Development in the form of Community Development Block Grant (CDBG) and HOME Investment Partnership funds. Fargo will receive \$760,623 in CDBG (CFDA #14.218 – grant number B-19-MC-38-0001) and \$454,741 in HOME (CFDA #14.239 – grant number M-19-MC-38-0220) to be used to support housing, community and economic development activities, and assistance for low and moderate income and special needs populations.

**RECOMMENDED MOTION:** Accept the 2019 Community Development Block Grant and HOME Partnership allocations to the City of Fargo from the U.S. Department of Housing and Urban Development.

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**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: SEPTEMBER 4, 2019**

**RE: APPROVE CONTRACT FOR TDA CONSULTING, INC. TO DEVELOP 2020-2024 CONSOLIDATED PLAN & ASSESSMENT OF FAIR HOUSING (AFH) FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) & HOME PARTNERSHIP PROGRAMS**

The City of Fargo has received a proposal from TDA Consulting, Inc. in response to a Request for Qualifications that the Planning Department issued on August 5, 2019. The scope of services requested is to assist the Planning Department in the development of the City's Five Year Consolidated Plan and Assessment of Fair Housing (AFH) documents as required by HUD. As a HUD Entitlement Community, the documents that TDA Consulting, Inc. will provide are required by the United States Department of Housing and Urban Development (HUD). These documents will outline the community needs assessment and develop goals and priorities for the next five years of HUD programs (2020-2024). Documents are due to HUD by March 15, 2020.

No other proposals were received, most likely due to the short timeline and the fact that several cities across the country are also seeking these services at this time of year. The sole proposal received shows identical relevant work history, excellent professional capacity, good communication, and a strong team of four professionals plus administrative support.

Staff is seeking approval of the contract and scope of services for \$75,000. This majority of the amount is to be paid for by HUD program administration dollars with the remaining being paid for by Planning Services 2019 budgeted dollars.

**RECOMMENDED MOTION:** Approve and authorize Mayor to execute contract with TDA Consulting, Inc. to develop 2020-2024 Consolidated Plan & Assessment of Fair Housing (AFH) for HUD Community Development Block Grant (CDBG) & HOME Partnership Programs.

CITY OF FARGO/TDA CONSULTING, INC.

This Agreement is made and entered into as of the Effective Date, as defined below, by and between the City of Fargo, a North Dakota municipal corporation, herein referred to as the "City" and TDA Consulting, Inc., herein referred to as "Contractor."

Unless otherwise stated, the designees named below shall be the contact for all activities relating to the Services to be performed under this Agreement.

**City:**

City of Fargo  
Department of Planning and Development  
Attn: Tia Braseth  
225 Fourth Street North  
Fargo, ND 58102;

And,

City Auditor  
225 Fourth Street North  
Fargo, ND 58102

And,

**Contractor:**

TDA Consulting Inc.  
Dionne L Roberts  
President and CEO  
Ph: 202.486.4781  
Email: droberts@tdainc.org

**1. Agreement Purpose**

TDA Consulting will provide services to develop the City's 2020-2024 Consolidated Plan and Assessment of Fair Housing (AFH), which services will include the production and delivery by Consultant of the following documents:

1. Five Year Consolidated Plan 2020-2024
2. Assessment of Fair Housing (AFH)

in accordance with, and in compliance with, the Title 24 CFR Part 91.

**2. Term of Agreement**

This Agreement shall commence on the Effective Date hereof and extend to the earlier of the date upon which Consultant completes the services contemplated by this Agreement or July 30, 2020.



## CITY OF FARGO/TDA CONSULTING, INC.

**3. Scope of Services**

The Consultant shall provide the following scope of services:

**Assessment of Fair Housing (AFH):**

1. Historical and background research
2. Fair Housing law review and Analysis
3. Community Profiles
4. HMDA Analysis
5. Assessment of community attitudes
6. Analysis of current, housing policies
7. Review of possible fair housing barriers in developing policies
8. Identification of Fair Housing Impediments
9. Assessment and Analysis
10. Recommendations and Final Report

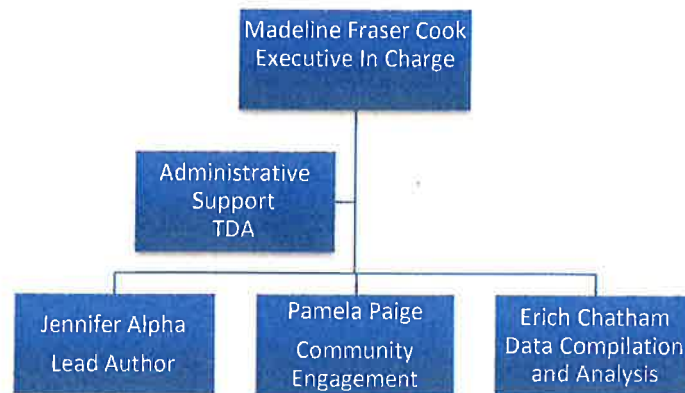
**Five-Year Consolidated Plan and First Year Action Plan Document:**

1. Citizen Participation Plan and Consultation
2. Executive Summary
3. Community Profiles
4. Housing Market Analysis and Housing Needs Assessment
5. Homeless Needs Assessment
6. Non-Homeless Special Needs Assessment
7. Community Development Needs
8. Housing and Community Development Five-Year Strategic Plan
9. First-Year Annual Action Plan
10. eCon Planning Suite

**4. Primary Assigned Staff**

The City's selection of the Contractor was made with specific reliance on the qualifications and experience of specific Contractor staff identified in the Contractor's response to the City's Request for Proposals, which response was submitted on the 23<sup>rd</sup> day of August, 2019, a copy of which is attached hereto as Appendix A and incorporated as if fully set forth herein. Unless substitutions are otherwise approved by the City's designee, Contractor agrees to assign specific staff members to this contract substantially in keeping with the roles articulated in the Contractor's response.



**PROFESSIONAL SERVICES AGREEMENT****CITY OF FARGO/TDA CONSULTING, INC.****5. Compensation**

In return for completed services as described herein, City shall pay Consultant the sum of \$74,649.00, or such portion thereof as Consultant has earned, as described below and payment shall be made upon approval by the City of invoices for progress payments for each milestone completed as follows:

- Public Engagement Completed and Initial Data Collection and Analysis– Thirty-Five Percent (35%)
- Initial Draft Consolidated Plan and AFH submitted to City – Thirty Percent (35%)
- Final Drafts of Consolidated Plan and AFH Submitted to City - Fifteen Percent (15%)
- Final Consolidated Plan and AFH Uploaded in IDIS – Fifteen Percent (15%)

Payments are due upon receipt.

**6. Amendments**

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

**7. Time is of the Essence**

Time is of the essence in the performance of all parties under this Agreement.

**8. Captions**

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

**9. Severability**

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

## CITY OF FARGO/TDA CONSULTING, INC.

**10. Execution and Counterparts**

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

**11. Compliance with Applicable Law**

Contractor shall comply with all applicable federal, state and local laws, rules, regulations, executive orders, codes and ordinances whether existing at the time the Agreement is executed, or amended, enacted or adopted subsequent thereto.

**12. Governing Law; Venue: Consent to Jurisdiction**

This Agreement shall be governed by the laws of the State of North Dakota without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the City and Contractor related to this Agreement shall be conducted exclusively within Cass County, North Dakota or, if necessary, the United States District Court for the District of North Dakota. In no event shall this provision be construed as a waiver by the City of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**13. Termination**

The City, in its sole discretion may terminate this Agreement for its convenience or for cause upon prior written notice by the City to Contractor; or immediately upon written notice if the City fails to receive necessary funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services of this Agreement; or immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Services under this Agreement is prohibited or the City is prohibited from paying for such Services from the planned funding source or further performing with respect to this Agreement.

**14. Insurance and Workers Compensation**

Contractor shall provide all necessary General Liability and Automotive insurance required by North Dakota Law to perform services under this Agreement and provide proof of coverage upon request of the City.

**15. Indemnity**

Contractor shall defend, save, hold harmless, and indemnify the City and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subrecipients, subcontractors, or agents under this Agreement. Nothing in this section requires the Contractor or its insurer to indemnify the City for any claims or losses caused by the negligence or misconduct of the Agency.

## CITY OF FARGO/TDA CONSULTING, INC.

**16. Role of Contractor**

Contractor shall perform all Services under this Agreement as an independent contractor. Contractor is not an officer, employee or agent of the City with respect to Services performed under this Agreement.

**17. Records Maintenance; Access**

Contractor agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. The City and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

**18. Effective Date.** This Agreement shall be effective as of the date last signed by the parties.

**19. Certification and Signature of Contractor's Authorized Representative.**

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;

B. By signature on this Agreement for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any North Dakota Tax Laws; and

C. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Agreement.

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FARGO,  
a North Dakota municipal corporation

By: \_\_\_\_\_  
Timothy J. Mahoney  
Its: Mayor



# **City of Fargo, ND**

## **Planning Department**

**Response to:**

**Request for Proposals**

Professional Consulting Services for Development of Five-Year  
Consolidated Plan  
&  
Assessment of Fair Housing

***TECHNICAL PROPOSAL***

**Submitted Friday August 23, 2019 12:00pm**

**by**

**TDA Consulting, Inc. ("TDA")**



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## A. Cover Letter

August 22, 2019

City of Fargo  
Planning & Development  
City Hall – 2<sup>nd</sup> Floor  
225 4 St. N  
Fargo, ND 58193

**Attn: Ms. Tia Braseth**

Dear Ms. Braseth:

TDA Consulting, Inc., a small, minority, woman-owned business, founded in 1998, is a national consulting firm committed to promoting excellence and professionalism throughout the housing and community development field. TDA focuses on supporting our clients with their affordable housing and community development activities through competitively awarded contracts, as well as, providing support to the U.S. Department of Housing and Urban Development (HUD) through grant-funded projects. For the past 19 years, TDA has been providing training and technical assistance on a variety of housing and community development programs, including the full range of HUD Community Planning & Development (CPD) programs and the federal Low Income Housing Tax Credit (LIHTC) program.

TDA has developed Consolidated Plans for local communities including: Birmingham, AL; Lake County, IL; Lexington County, KY; Burlington, NC; Greenville, NC; Greensboro, NC; High Point, Richland County, NC; Wilmington, NC; NC; Luzerne County, PA; Charleston, SC; Charleston County, SC; Horry County, SC; Rock Hill, SC; Nashville-Davidson, TN; and San Antonio, TX; Additionally, TDA is currently under contract to produce a Consolidated Plan for the City of Lubbock, TX. In addition to those Consolidated Plans, TDA has completed fair housing studies for state and local jurisdictions, particularly Analyses of Impediments to Fair Housing. Most recently,

---

*California • Delaware • Georgia • Louisiana • Maryland • Massachusetts • Michigan • North Carolina • Pennsylvania • South Carolina • Texas • Vermont • Washington, DC*

Administrative Office: 131 Atkinson Street, Suite B, Laurinburg, NC 28352 910. 277.1275 • 910.277.2816 Fax • [www.tdainc.org](http://www.tdainc.org)





TDA has assisted the State of South Carolina, State of Michigan, Commonwealth of Pennsylvania, Contra Costa County, CA, and Charleston, SC.

Additionally, TDA has effectively assisted jurisdictions with fair housing studies for over 20 years. The TDA team provides cutting edge data analytics and mapping for its clients. We provide a seamless integration of in-depth understanding of fair housing laws and best practices for addressing fair housing concerns, meaningful community engagement, and data analysis and visual representation of that data. Our nationwide perspective is balanced with an understanding that all actions to address fair housing concerns must be tailored to the local environment.

Ms. Madeline Cook will serve as Executive-In-Charge for this project. If you have any questions, you may contact her at 617.304.4663 or [mcook@tdainc.org](mailto:mcook@tdainc.org). We look forward to working with the City of Fargo, ND. TDA Consulting Inc. will be responsible for all deliverables.

The signer of the RFP declares that the RFP is in all respects fair and in good faith without collusion or fraud, and that the signer of the RFP has the authority to bind the principal proposer – TD Consulting Inc.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dionne L. Roberts", is written over a faint, horizontal, wavy line.

Dionne L Roberts  
President and CEO



## Appendix A: Contact Summary Sheet

Page 9 of 10

### Appendix A: Contact Summary Sheet

Firm Name: TDA Consulting Inc

Firm Parent or Ownership: Corporation

Firm Address: 131 Atkinson Street, Ste. B, Laurinburg, NC 28352

Firm Telephone Number: 910.277.1275

Person responsible for direct contact with the City of Fargo and services required for this Request for Qualifications (RFQ):

Name: Madeline Cook Title: Executive In Charge

Telephone Number: 617.304.4663

Email: mcook@tdainc.org

Person responsible for day-to-day servicing of the account:

Name: Same Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: Affordable Housing Consulting, Economic Development,  
General Management Consulting, Department of Housing and Urban Development (HUD) Consulting.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

California • Delaware • Georgia • Louisiana • Maryland • Massachusetts • Michigan • North Carolina • Pennsylvania • South Carolina • Texas • Vermont •  
Washington, DC

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## B. Understanding Scope of Work and Calendar (Both)

### #1 Consolidated Plan/2020 Action Plan:

TDA will assist the City in preparing a Consolidated Plan acceptable to HUD based upon the firm's demonstrated experience and capabilities. Our extensive work with HUD, has enabled TDA to develop a consistent approach to assisting cities develop community plans that set realistic goals, are based on sound data, and are HUD-compliant.

Using a mix of qualitative and quantitative methods, we propose to deliver a high-quality Consolidated Plan that will provide new insights for the community profile to the City. TDA team members will coordinate closely with the City to develop a five-year Consolidated Plan through a series of meetings and workgroups. TDA encourages the participation of the Authority's representatives to the greatest extent possible to ensure that the final products meet the City's vision and priorities; and that staff has the information necessary to assess progress and evaluate impacts on the community. Based on recommendations by the TDA team, the City will make final decisions concerning strategies and actions the City will take to address community goals and needs and the performance measures used to gauge progress.

Descriptions of the major plan components that will be developed and compiled using the e-Con Planning Suite to deliver the City a timely, quality, and compliant Con Plan follow below:

- **Consultation/Coordination:** During the initial meeting, TDA will meet on-site with City to discuss the project, develop detailed schedules and collect necessary information, including, but not limited to, the City's existing Consolidated Plan, fair housing plan and other relevant information from City agencies. City representatives will be asked to identify and provide any other relevant data and information to ensure that all community needs, conditions and resources are considered.



- **Citizen Participation Process:** The consultant team will work with the City to schedule the required public meetings to gather information and feedback from the City's citizens discuss developing other approaches to soliciting feedback such as stakeholder interviews, focus groups and community surveys. The information obtained will also be used to update the Citizen Participation Plan for 2020 - 2024. TDA will assist the City staff in development and design of Citizen Participation Plan and can suggest additional actions the City may take to attract the most diversity in perspectives to ensure its plans are comprehensive and effective.
- **Housing Market Analysis:** In consultation with City, TDA will conduct a comprehensive housing market analysis that addresses housing availability, affordability, adequacy and accessibility.
- **Homeless Needs, Priorities and Strategies:** TDA will assist the City in providing a concise summary of the nature and extent of homelessness within the jurisdictions, (including rural homelessness and chronic homelessness where applicable), addressing separately the need for facilities and services for homeless persons and homeless families with children, both sheltered and unsheltered, and homeless subpopulations. The summary will include the characteristics and needs of low -income individuals and children, (especially extremely low income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered. In addition, the plan will include a description of the nature and extent of homelessness by racial and ethnic group. As part of the homeless need's assessment, the consultant team will identify area facilities and services in place to provide for the homeless population. This will include, at a minimum, the local Continuum of Care, all emergency shelters, any homeless outreach program(s) as well as available transitional and permanent housing options.
- **Housing Needs, Priorities and Strategies:** Additionally, the consultant team will work with the City to identify any additional data and information, including existing housing and/or homeless studies and information on special needs populations, etc., not previously



considered. After obtaining this information, the consultants will use it—along with the information gathered at the initial meeting, census data and other HUD resources—to develop a needs assessment for the City’s review and approval.

- **Public Housing Needs/Strategy:** The consultant team will provide an updated list of needs and strategies of publicly operated or otherwise subsidized housing facilities, to include LIHTC, Tax Exempt Bond Financing, Community Development Corporation (CDC), CHDO, Section 8 Housing Choice Voucher (HCV), and other subsidized housing facilities and programs.
- **Non-Housing Community Development Needs and Strategies:** TDA will identify the City’s priority non-housing community development needs eligible for assistance. This includes public facilities, public improvements, public services and economic development. This analysis will include a look at the homebuilding industry in the City, its current neighborhood development policies, and its economic development initiatives. This will include but be limited to the following; public libraries and museums, parks and community centers, health facilities, historic preservation, continuing education/adult education facilities, and any additional youth, adult or senior programs. This review will incorporate regional planning and economic development initiatives including but not limited to urban development, infrastructure, public safety, public transportation, employment training, and business attraction and retention.

It should be noted that Consortia Plans are submitted in IDIS will vary based on the CPD grants received. Entitlement consortium members will create multiple templates that the user can view the appropriate template based on whether the entity is the lead entity or an entitlement entity.

In consultation with the City and based on the data analysis, inter-agency consultation, and citizen participation process, the consultant will assist in developing a five-year strategic plan that addresses the following legislated components:

- affordable housing



- homelessness
- special needs housing
- non-housing community development
- barriers to affordable housing
- anti-poverty strategy
- coordination of the Consolidated Plan with other organizations
- public housing initiatives

TDA will also aid the City in developing an Annual Action Plan that supports the objectives and strategies outlined in the previous assessments and analyses. TDA will aid City staff in the selection of eligible activities in the development of the Action Plan. Specific benchmarks/performance measures will be developed so that the City and HUD will be able to assess and evaluate the City's progress in reaching its goals. The one-year Action Plan will be consistent with the requirements outlined in 24 CFR Part 91 as well as with other guidance issued by HUD. City representatives will review and provide comments on the draft of the Annual Action Plan, which TDA will incorporate into the final version. The Plan will be developed using HUD's new IDIS-based e-Con Planning Suite. Key team members are knowledgeable of and have experience developing Con Plans under the system and training grantees on how to use the system. The new Planning Suite provides streamlined data collection and a standardized template that provides grantees with greater certainty that their planning process adheres to HUD's guidelines and vision. TDA will utilize the eConPlan template to import all relevant data tables, narratives, charts, and maps into IDIS. CPD Maps will be used for spatial analysis and mapping, and where needed, ArcGIS will be utilized to create maps needed to supplement CPD Maps.





## #2 Assessment of Fair Housing

Over many years of assisting HUD grantees with fair housing issues, TDA has developed a proven methodology for developing sound recommendations to mitigate and address fair housing issues as shown in a step-by-step approach that is organized under three phases, including a set of related tasks:

### PHASE I – ORIENTATION

### PHASE II – ASSESSMENT

- Task A: Conduct Research and Data Analysis
- Task B: Review and Assess City Laws and Other Conditions that Affect Fair Housing
- Task C: Conduct Community Outreach and Consultation

### PHASE III – FAIR HOUSING PLANNING

- Task A: Develop Preliminary Findings and Recommendations
- Task B: Produce Final Analysis of Impediments and Related Documents

In addition to the required elements, TDA will guide preparation of an action plan that assists the City in implementing goals and priorities set in an AI over a 12-month period. This additional document will inform the Consolidated Plan and Annual Action Plan, including appropriate allocations of resources from HUD funding.

As a result of the services performed by TDA, the City will receive an AI that is fully compliant with HUD's new recent guidance on Affirmatively Furthering Fair Housing (AFFH) and that can form the basis for the City's ongoing fair housing obligations over the next several years.

### **Process for Completion of Analysis of Impediments**

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Assessing and ending barriers to fair housing in any community rely entirely on information; information that delivers a complete understanding of the extent of contributing factors that can lead to unfairness in housing choice.

TDA's proven methodology for developing sound recommendations to mitigate and address fair housing issues as shown in a step-by-step approach that is organized under three phases:

### **PHASE I – ORIENTATION**

This first phase begins with TDA obtaining applicable documents and project-related files from the City (including Consolidated Plans and Action Plans, past Fair Housing Studies, etc.) TDA arranges and conducts a kick-off meeting, usually onsite, to become acquainted with primary contacts, and to establish a mutual and complete understanding of the project's parameters based on affirmed needs and expectations. This includes exchanging contact information, details about the organization's clientele and customer base, and insight into any particular sensitivities that could impact the engagement. Both TDA and the client establish a firm understanding of the process, schedule and deliverables. As a result, this phase will ensure a solid start to the project.

### **PHASE II – ASSESSMENT**

The second phase follows with factual data gathering and research that provides a demographic profile, a thorough examination of laws and regulations, and an effective process of engagement with the community to determine factors that contribute to barriers to fair housing.



### **Task A: Conduct Research and Data Analysis**

Immediately after the kickoff meeting, TDA will define fair housing issues by collecting and then analyzing statistical data to create a current profile of the housing situation in the region with appropriate coverage of the City service areas.

To develop the profile, TDA reviews existing documents, including the jurisdiction's current Analysis of Impediments to Fair Housing Choice and the local jurisdiction's current Consolidated Plan. Based on findings in these documents, TDA develops updated demographic profiles of regional analysis areas including key regional highlights. The assessment analyzes the study area's population by race and ethnicity, household composition, age, and income; evaluates the area's demographics; takes an inventory of housing demand; reviews supply and market dynamics; and analyzes mortgage lending trends.

TDA develops a baseline housing assessment for the region that includes a detailed understanding of existing conditions and associated trends. Specifically, the research and analysis used in the most recent and relevant HUD data and information, which may or may not have been included in prior studies. In addition, TDA obtains information on fair housing complaints and enforcement actions from HUD's Fair Housing and Equal Opportunity office as well as applicable City and local agencies.

This task also explores housing-related issues on a more in-depth basis by looking at disproportionate housing needs, lending patterns and other factors that cause disparate impacts for minorities.

TDA will share data findings with the City and seek its assistance to ensure that officials actively participate in the identification of impediments to fair housing choice. This consultation is important as those officials will have unique perspectives on what may have caused demographic changes or areas of sensitivity.



## **Task B: Review and Assess City Laws and Other Conditions that Affect Fair Housing**

Once baseline information has been collected and reviewed, TDA will also assess City laws and policies, particularly identifying the framework for local jurisdictions' planning, zoning, building, transportation, and non-discrimination ordinances. Reviewing this framework helps TDA identify and define possible actions or omissions in the public sector (including public housing, community development, transportation, and community services) that may affect the location, availability, and accessibility of housing in the region. The review features an inclusive process to ensure the perspectives of the public sector, affected industry professionals, and members of each protected class are considered during the development of the AI.

TDA also reviews, to the extent this information is available, public sector policies and their possible impact upon equal housing choice and will place special attention on several categories of municipal activity, such as:

- Investment patterns relative to locally controlled HUD resources
- Planning and zoning practices and building codes (accessibility)
- Neighborhood revitalization
- Public and assisted housing
- Property tax policies

In some cases, these public-sector policies and frameworks may be identified as contributing factors to fair housing obstacles, and in other cases they may serve as catalysts for fair housing change. TDA will discuss the impact of these policies with the City and ensure that the fair housing goals that are developed in Phase III reflect the challenges, opportunities, and realities of the legal and policy environment that is unique to the area.



### **Task C: Conduct Community Outreach and Consultation**

HUD guidance contemplates an extensive public participation and community engagement process to ensure that a fair housing study includes all relevant perspectives. TDA proposes to accomplish these goals by providing substantial opportunities for engagement and outreach to those served by the City.

Specifically, this task includes outreach efforts, both interviews and community meetings held regionally, to obtain perspectives of various interested parties. Members of our team will conduct focus group meetings to fully engage stakeholders and support and hold a public meeting to gain public comment on the plan. The following traditional fair housing stakeholders in the City will be encouraged to participate:

- Advocacy groups (i.e., affordable housing, persons with disabilities, social justice)
- Faith-based organizations
- Affordable housing developers operating in the study area
- Banks and other financial institutions
- Educational institutions
- Continuum of Care Board
- Fair housing organizations
- Neighborhood associations or groups/general public within the study area
- Organizations and agencies that serve protected classes as well as low-income families
- Other stakeholder groups as identified by the City.

In order to address the particular challenges of the fair housing study, TDA's engagement and outreach involves a range of outreach methods:

- *Fair housing survey* – Web-based survey instruments, specifically designed for different types of stakeholders, will be distributed by TDA. TDA will coordinate closely with the



City to determine the methodology to be used to advertise and distribute the surveys but initially expects to promote the surveys through identified stakeholders. All the raw data collected will be provided to the City along with a summary of the results with themes appropriately highlighted.

- *Targeted stakeholder interviews* – To obtain additional more detailed perspectives, TDA will conduct telephone interviews with various stakeholders. Stakeholder interviews are intended to obtain “official positions” of various key constituencies such as planning officials and fair housing advocates (Fair Housing centers), etc.
- *Conduct focus groups and other consultation meetings* – To further provide opportunities for stakeholder, advocates, and members of the public to provide in-person input, TDA expects to hold a series of focus groups/public meetings. Each session may be promoted through the same channels noted in the survey description above or could be organized by invite to ensure a diverse representation at each session. The purpose of these focus groups is to more deeply explore issues that have been identified via the questionnaires and initial research by TDA, to allow different constituencies to engage one another’s perspectives, and to identify key regional variations. Community residents and other interested parties will be encouraged to participate in the public meetings, and TDA will facilitate an interactive dialog that helps to illuminate fair housing nuances that are not easily explored through the other methods of outreach.

TDA provides a list of individuals and groups participating in each engagement and outreach activity, develops a summary of activities and comments received, and provides a copy of agendas and sign in sheets. TDA expects that the City will provide or identify free spaces for meetings, assist in advertising the community meetings and surveys, and follow-up with stakeholders to confirm attendance at focus groups, etc. Subject to further consultation, TDA expects to hold four (4) meetings spread across the City at locations acceptable to the City.





- One (1) for advocacy groups
- One (1) for nonprofit service providers and affordable housing developers
- One (1) for fair housing-related organizations
- One (1) for governmental agencies

Our community outreach team is exceptionally well-positioned to carry out a meaningful community engagement process. Both Madeline Fraser Cook and Henry Alvarez have long track records of working with diverse communities across a broad range of geographies and cultural backgrounds. Ms. Fraser Cook is a native Spanish speaker who often translates her presentations into Spanish.

### **PHASE III – FAIR HOUSING PLANNING**

The third phase of TDA's approach helps determine whether policies, practices, programs, and activities restrict fair housing choice and access to opportunity. Where restrictions are identified, TDA assesses what factors are contributing to these barriers. This phase then enables those jurisdictions and agencies to develop a plan for addressing the restrictions.

#### **Task A: Develop Preliminary Findings and Recommendations**

Based on results of the research and public engagement efforts, TDA will identify fair housing issues in the community. Specifically, this step identifies the fair housing issues, disparities in access to opportunity, and disproportionate housing needs. It also examines fair housing issues related to publicly supported housing, disability and access, and fair housing enforcement, outreach capacity, and resources.

TDA provides a draft list of findings and conclusions to program participants. With guidance from City officials, TDA will assist in planning actions address impediments to fair



housing choice or access to opportunity and negatively impact fair housing or civil rights compliance.

TDA's recommendations are distinguished by the fact that they present meaningful actions drawn from the team's combination of (1) practical experience; (2) thorough understanding of HUD guidelines; and (3) careful consideration of the unique characteristics, challenges, and opportunities of the region. Strategies feature actions designed to achieve a material, positive change that affirmatively furthers fair housing, for example, increasing fair housing choice or decreasing disparities in access to opportunity. To assist its clients in implementing goals and priorities set in a study, TDA outlines strategies in a separate detailed action plan that serves as a road map of necessary actions to be taken by program participants.

#### **Task B: Produce Final AI and Related Documents**

Based on review and comment from program participants and the public, TDA will prepare the final Analysis of Impediments that includes all the required elements.



### C. References

#### Charleston, SC Consolidated Plan 2014 -2015 & Action Plan

<i>City of Charleston, SC Community Development Department</i>	<i>2014 - 2015</i>
<i>Geonna Johnson, Director Community Development</i>	<a href="mailto:jonsong@charleston-sc.gov">jonsong@charleston-sc.gov</a>
<i>145 King Street, Ste. 400, Charleston, SC 29401</i>	<i>843.724.3766</i>

#### Lake County, IL Consolidated Plan 2015 – 2019 & Action Plan

<i>Lake County, IL Community Development Department</i>	<i>2014 -- 2015</i>
<i>Jodi Gingiss, Community Development Administrator</i>	<a href="mailto:jgingiss@lakecountyil.gov">jgingiss@lakecountyil.gov</a>
<i>500 W Winchester Road, Unit 101</i>	<i>847.377.2139</i>
<i>Libertyville, IL 60048</i>	

#### City of Richmond, CA Consolidated Plan & Action Plan

<i>City of Richmond, CA Community Development Department</i>	<i>July 2014 – December 2014</i>
<i>James Goins, Acting Director</i>	<a href="mailto:james_goins@ci.richmond.ca.us">james_goins@ci.richmond.ca.us</a>
<i>440 Richmond, CA 94804</i>	<i>510.620.6935</i>

#### Contra Costa County Regional Analysis of Impediments

<i>Contra Costa County Department of Community Development</i>	<i>February 2016 – May 2017</i>
<i>Gabriel Lemus, Community Development Manager</i>	<a href="mailto:Gabriel.lemus@dcd.cccounty.us">Gabriel.lemus@dcd.cccounty.us</a>
<i>30 Muir Rd, Martinez, CA 94553</i>	<i>925-674-78822882</i>

#### Charleston, SC Regional Analysis of Impediments

<i>City of Charleston, SC Department of Housing and Community Development</i>	<i>October 2015 -- April 2016</i>
<i>Geona Johnson, Department Director,</i>	<a href="mailto:JOHNSONG@charleston-sc.gov">JOHNSONG@charleston-sc.gov</a>
<i>75 Calhoun Street, Third Floor, Charleston, SC 29401</i>	<i>843-724-3766</i>



#### D. Project Team Information & Qualifications

For this project, we have assembled a highly experienced team of recognized experts in the field. The TDA team has extensive experience evaluating both HUD data and maps while supplementing with other sources as necessary. Our quantitative research is tempered by the qualitative results of a robust community engagement process and a deep understanding of the practical realities facing local recipients of HUD funding. Together, this allows TDA to effectively assess a community's efforts in resolving issues identified in the AI and recommend realistic and achievable Plan strategies.

- Madeline Fraser Cook, TDA Project Manager – Executive in Charge (EIC), Team Lead, Assistant Author/Reviewer, and Community Engagement
- Jennifer Alpha, TDA Project Manager & Corporate Counsel, Primary Author/ Reviewer
- Pamela Paige, TDA Associate – Assist with Community Engagement, Data Collection and Analysis
- Erich Chatham, TDA Consultant – Data Analysis/Mapping
- Administrative Support (TBD)

TDA team bios give additional insight into the breadth of experience and expertise of the key staff proposed on this project. All proposed team members each have over a decade experience in this field.

- **Madeline Fraser Cook**, Project Manager, will serve as the Executive in Charge/Team Lead and will be responsible for the entire engagement and will assist with plan authorship and coordinate community outreach (contribute to the planned public surveys and participate in other aspects of the community engagement process such as stakeholder interviews). Ms. Cook will also provide guidance and expertise related particularly to the findings and recommendations. She has 18 years of experience working with diverse communities and local governments. As a native Spanish speaker, she has worked with Hispanic communities across the country in a variety of capacities, from translation services to community organizing. Being from a Hispanic background, having married into a Vietnamese family as well as having lived abroad extensively, Fraser Cook has a firm grasp of how important cultural aspects are to community projects and how to be respectful of them. She has experience meeting the specific community engagement requirements of the AFH process and has successfully conveyed the importance of community input in accurate analysis of fair

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housing needs. She brings the ability to combine the qualitative nature of the AFH community engagement research with the strictly quantitative data analysis required of the AFH submission. As a Project Manager at TDA Consulting, she provides technical assistance to HUD Community Planning and Development grantees and leads various research and training projects. Fraser Cook has extensive experience collecting and analyzing quantitative and qualitative data in the housing and community development field. She has previously worked on the local and housing studies and plans. Fraser Cook specializes in the intersection of housing and community development and sustainability. Her areas of expertise include green affordable housing, environmentally sustainable neighborhood planning, and resilience. She is particularly interested in bringing these concepts more fully into projects in communities of color. Fraser Cook graduated with degrees in Political Science and Economics from Swarthmore College, and holds a Masters of City Planning with a focus on Housing and Community Economic Development from the Department of Urban Studies and Planning at MIT where she was a HUD Fellow. She is a LEED Accredited Professional.

- Jennifer Alpha**, Project Manager and its Corporate Counsel. Alpha will act as the primary Plan author and reviewer, roles similar to what she is playing in Contra Costa County and has played in several other jurisdictions. Alpha has over 15 years of diverse experiences managing projects related to a range of affordable housing and community development initiatives. Formerly, as a partner at a law firm that represented public and nonprofit organizations, Alpha assisted clients with legal representation and transactional management of housing and community development programs, which included financing sources such as LIHTC, Public Housing Capital and Operating Funds, Section 8, HOME, CDBG, NSP, and Federal Home Loan Bank Affordable Housing Programs. She manages engagements for local governments, by providing regulatory and procedural guidance, data analysis, and assistance with working out troubled projects. Alpha also assists clients in the development of policies and procedures manuals, guidebooks, and needs assessment reports. With a background in both law and policy, she works with clients to meet program requirements while presenting meaningful recommendations based on sound analysis of each client's unique circumstances. Prior to TDA, Alpha also worked for the Government Accountability Office (GAO) where she managed the evaluation of federal housing programs with a special emphasis on LIHTC, TCAP, the Section 1602 program, and HUD-assisted housing programs. Based on these evaluations, she drafted reports to Congress as part of a team to inform Congress on how programs could be improved. This experience has sharpened Alpha's understanding of what federal regulators expect from grantees, what areas are prime targets for monitoring, and how grantees can more effectively comply with federal requirements. Alpha is a HOME Certified Specialist-Regulations and has provided trainings across the country on a range of HOME topics. She holds a J.D., University of Pittsburgh School of Law, and an MPA, Public Management & Policy, University of Pittsburgh.



- **Pamela Paige**, Senior Associate, has 15 years of experience as program manager within grassroots community development organizations working with residents and other stakeholders to increase community participation and self-advocacy to improve quality of life, self-sufficiency and economic outcomes. Paige has managed comprehensive community outreach and public engagement initiatives including multi-tiered outreach and public meetings. She has a history of developing a strong rapport with all levels of internal and external stakeholders. She has provided support for the AFH public participation and community engagement process including participating in stakeholder interviews and community meetings; collecting and documenting data; and populating the WASS system with all required documents developed during the AFH process. Paige has also managed private sector real estate development and property management/rental firms. She earned a Bachelor of Science in Business Management, concentrating in Accounting and Human Resources, from the University of Baltimore in Baltimore, Maryland.
- **Erich Chatham, Associate**, founding partner of Civitas, Inc., a community and economic development consulting firm based in Charleston, SC that regularly partners with TDA. Chatham will be primarily responsible for developing the demographic and housing profile for the AFH, a role similar to what he is performing on the Contra Costa County AI and other engagements. Chatham has been a key part of TDA's team across the country on regional and statewide AIs and more recently on AFHs. He has nearly 10 years' experience working on economic and community development projects with local governments, for-profits and nonprofits across South Carolina, North Carolina, Louisiana, Florida, Georgia, California and Texas. Chatham works with local governments on urban revitalization initiatives utilizing CDBG program funding. He also recently worked with several OneCPD grantees to overhaul HOME and CDBG policies and procedures manuals to conform to updated HUD regulations. Chatham also has extensive experience working with the new eCon Planning suite and serves as an IDIS trainer. Chatham holds an MPA from the College of Charleston and a BA in history from Oglethorpe University.

*Full resumes are attached.*

#### E. Cost

\$186.00 per hour (One Hundred Eighty Six Dollars and No Cents Per Hour)





## F. Work Samples

TDA has developed Consolidated Plans for local communities including: Birmingham, AL; Lake County, IL; Lexington County, KY; Burlington, NC; Greenville, NC; Greensboro, NC; High Point, Richland County, NC; Wilmington, NC; NC; Luzerne County, PA; Charleston, SC; Charleston County, SC; Horry County, SC; Rock Hill, SC; Nashville-Davidson, TN; and San Antonio, TX; Additionally, TDA is currently under contract to produce a Consolidated Plan for the City of Lubbock, TX. In addition to those Consolidated Plans, TDA has completed fair housing studies for state and local jurisdictions, particularly Analyses of Impediments to Fair Housing. Most recently, TDA has assisted the State of South Carolina, State of Michigan, Commonwealth of Pennsylvania, Contra Costa County, CA, and Charleston, SC.

### Consolidated Plans:

- **Client/Project: Charleston, SC Consolidated Plan & Action Plan**

**Description of services:** In 2014-2015, TDA prepared a Consolidated Plan for the City of Charleston using HUD's e-Con Planning Suite. The Consolidated Plan is a comprehensive document that describes the City's housing market conditions identified needs for affordable housing and community development and provided strategies to address the City's needs over the next five years.

**Point of contact:** Geona Johnson, Director, Community Development, 145 King Street Suite 400, Charleston, SC 29401, phone: (843) 724-3766, email: <mailto:JOHNSONG@charleston-sc.gov>

- **Client/Project: Lake County, IL Consolidated Plan 2015 -2019 & Action Plan**

**Description of services:** In 2014-2015, TDA prepared a Consolidated Plan for Lake County, IL (outside Chicago, IL) using HUD's e-Con Planning Suite. The Consolidated Plan is a comprehensive document that describes the urban county's housing market conditions identified needs for affordable housing and community development and provided new strategies to address the county's needs over the next five years. Marking a major change in direction, this plan better aligns the use of the County's grant funding with the community's needs.

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**Point of contact:** Jodi Gingiss, Community Development Administrator, 500 W. Winchester Road, Unit 101, Libertyville, IL 60048, phone: (847) 377-2139, email: [JGingiss@lakecountyil.gov](mailto:JGingiss@lakecountyil.gov)

- **Client/Project:** Knox County, TN, Consolidated Plan and Annual Action Plan

**Description of services:** In 2014-2015, TDA prepared a Consolidated Plan for Knox County, Tennessee using HUD's e-Con Planning Suite. The Consolidated Plan developed for Knox County, Tennessee was a comprehensive document that described the County's housing market conditions identified needs for affordable housing and community development and provided strategies to address the County's needs over the next five years. The resulting Consolidated Plan provided a unified vision for community development and housing actions with the primary goals of providing affordable housing, public facilities, revitalized target neighborhoods, preserve historic resources, support for homeless and special needs populations and building and maintaining existing infrastructure.

**Point of contact:** Rebecca Gibson, Director, Knox County Community Development, Columbus Consolidated Government County Building, Suite 630, 400 Main Street, Knoxville, TN 37902, Phone: (865) 215-3980, email: [Rebecca.gibson@knoxcounty.org](mailto:Rebecca.gibson@knoxcounty.org)

Sample Lake County, IL Consolidated Plan<sup>1</sup>

[https://tdainc4all-my.sharepoint.com/:b:/g/personal/halvarez\\_tdainc\\_org/EfQJTa0RNO1Nqk\\_LttNkof4BAC6jQpSeDE6rWylyTf0I9Q?e=i3hGMv](https://tdainc4all-my.sharepoint.com/:b:/g/personal/halvarez_tdainc_org/EfQJTa0RNO1Nqk_LttNkof4BAC6jQpSeDE6rWylyTf0I9Q?e=i3hGMv)

#### Analysis of Impediments:

- **Client/Project:** Contra Costa County Regional Analysis of Impediments

**Description of Services:** February 2016 through April 2017 TDA completed a regional Analysis of Impediments for Contra Costa County and 21 jurisdictions, including the City of Richmond. The Analysis of Impediments of Fair Housing Choice reviewed ordinances, laws, market conditions, demographic and housing market data, research on fair housing concerns in the region, and input from its community members. It assesses how these factors may impede fair housing opportunities and offers recommendations for overcoming those impediments. TDA had worked with the City of Richmond on the development of its Consolidated Plan and was under contract

<sup>1</sup> If link is disabled, please paste link into your browser window.



to develop an Analysis of Impediments for the City of Richmond. However, the City and Contra Costa County recognized the value in partnering to conduct a regional study, and so TDA expanded the scope of its services. The regional study analyzed the County as well as individual jurisdictions within the County to provide both a broad perspective on how issues are similar across the region and how they differ. This will allow the jurisdictions the ability to more effectively combine resources, where appropriate, and target resources, where necessary, to address obstacles to fair housing and fair housing choice.

**Point of Contact:** Gabriel Lemus, Community Development Manager, Contra Costa County, 30 Muir Rd, Martinez, CA 94553, phone: (925) 674-7882, email: [gabriel.lemus@dcd.cccounty.us](mailto:gabriel.lemus@dcd.cccounty.us)

- **Client/Project:** Charleston, SC Regional Analysis of Impediments to Fair Housing Choice

**Description of Services:** October 2015 through April 2016, TDA prepared a regional Analysis of Impediments to Fair Housing Choice (AI) for the City of Charleston, Charleston County and the City of North Charleston. The team worked closely with jurisdictions to update the AI. The update of the AI incorporated new data sets, a review of HMDA data, and updates to previous AI findings.

**Point of Contact:** Genoa Johnson, Housing and Community Development Director, City of Charleston, 75 Calhoun Street Third Floor, Charleston, SC 29401, phone: (843) 724-3766, email: [JOHNSONG@charleston-sc.gov](mailto:JOHNSONG@charleston-sc.gov)

- **Client/Project:** State of South Carolina Statewide Analysis of Impediments and Assessment of Fair Housing

**Description of Services:** October 2016 through present, TDA was recently selected to prepare the State of South Carolina's statewide Analysis of Impediments to Fair Housing Choice (AI) and then "upgrade" it as an Assessment of Fair Housing upon release of HUD's final State AFH Tool, if needed. The study will examine fair housing in all geographic regions of the state. It will provide a full assessment of demographics, community and stakeholder perspectives, fair housing complaint data, and recommendations that are uniquely tailored to the fair housing concerns and resources in each region as well as statewide. Because the State first requires an AI, but later wants the report to be submitted as an AFH, TDA will incorporate into the analysis the broader review of fair housing concerns stipulated by the AHHF. The team will draw upon team members' recent experience completing local AFHs in the Carolinas and TDA experience in completing statewide AIs for other states.



**Point of Contact:** Leanne Johnson, Application Manager, South Carolina Housing Finance Agency, 300-C Outlet Pointe Blvd., Columbia, SC 29210, phone: (803) 896-9248, email: [Leanne.johnson@schousing.com](mailto:Leanne.johnson@schousing.com)

- **Client/Project:** State of Michigan, Analysis of Impediments to Fair Housing

**Description of Services:** October 2015 through November 2016, TDA recently finalized a comprehensive, statewide Analysis of Impediments to Fair Housing Choice for the State of Michigan and its subrecipient jurisdictions with final publication expected in October 2016. The study reviewed ordinances, laws, market conditions, demographic and housing market data, research on fair housing concerns, and extensive community input. It assessed how various factors may impede fair housing opportunities and offers recommendations for overcoming those impediments statewide while providing analysis of unique regional differences. The analysis was based on a proven methodology developed by TDA over many years of supporting local communities in analyzing their impediments to fair housing choice. As with other recent AI clients, TDA has taken steps in its development of the AI to prepare the State for a future transition to the Assessment of Fair Housing process ensuring ongoing compliance with the requirements of 24 CFR 5.154 as these standards evolve.

**Point of Contact:** Scott Grammer, Michigan State Housing and Development Authority, 735 E. Michigan Avenue, Lansing, MI 48912, phone: (517) 373-4765, email: [grammers@michigan.gov](mailto:grammers@michigan.gov)

- **Client/Project:** Commonwealth of Pennsylvania, Analysis of Impediments to Fair Housing Choice and Fair Housing Plan

**Description of Services:** In 2014-2015, TDA prepared a comprehensive, statewide Analysis of Impediments to Fair Housing Choice for the Commonwealth and its subrecipient jurisdictions. The expansive study, entitled Assessment of Fair Housing for the Commonwealth of Pennsylvania, reviews ordinances, laws, market conditions, demographic and housing market data, research on fair housing concerns, and input from its community members. It assesses how these factors may impede fair housing opportunities and offers recommendations for overcoming those impediments both statewide and in regions of the state including 50 local non-entitlement jurisdictions.

**Point of Contact:** Joseph Meade, Department of Community & Economic Development, 400 North Street, 4<sup>th</sup> Floor, Harrisburg, PA 17120, phone: (717) 720-7407, email: [josomeade@pa.gov](mailto:josomeade@pa.gov)



Sample Clayton County Georgia AFH<sup>1</sup>

[https://tdainc4all-my.sharepoint.com/personal/halvarez\\_tdainc\\_org/\\_layouts/15/guestaccess.aspx?docid=1e0205b3f806248ba9b6d4886be5595f1&authkey=ARs-ZFmLw4aQD92JSLpg9-I](https://tdainc4all-my.sharepoint.com/personal/halvarez_tdainc_org/_layouts/15/guestaccess.aspx?docid=1e0205b3f806248ba9b6d4886be5595f1&authkey=ARs-ZFmLw4aQD92JSLpg9-I)

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<sup>1</sup> If link is disabled, please paste link into your browser window.

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### Additional Information

***A list of Similar Services to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.***

CUSTOMER/ORGANIZATION NAME	ADDRESS	DESCRIPTION OF SERVICES
Tucson, AZ	P.O Box 27450, Tucson, AZ 85726	Training for Housing and Community Development
Contra Costa County, CA	30 Muir Rd, Martinez, CA 94553	Consolidated Plan, Action Plan and Analysis of Impediments
State of South Carolina	300-C Outlet Pointe Blvd., Columbia, SC 29210	Assessment of Fair Housing
Clayton County, GA	7994 N. McDonough St., Jonesboro, GA 30236	Assessment of Fair Housing
ABT Associates	450 Montgomery Ave. Ste. 800, North Bethesda, MD 20814	Develop materials-CDBG
Mobile County, AL	205 Government Street, Mobile, AL 36644	Remote technical assistance-HOME Program, Consolidated Plan
Dept. of Housing & Urban Development (HUD)		HUD 2015 and 2016 Community Compass Awards
Los Angeles, CA CDC	700 W. Main Street, Alhambra, CA 91801	Grants Management counseling services
Collaborative Solutions	PO Box 130159, Birmingham, AL 35213-0159	Remote training, assessments of peer network for Rural Capacity Building project
South Dakota HDA	PO Box 1237, Pierre, SD 57501	On-site Sessions on HOME Rental Agreement & Compliance
Housing Services, Inc.	1160 Galicia Lane, Dallas, TX 75217	On-Call Remote TA for HOME Program
Montgomery, AL	25 Washington Ave. Montgomery, AL 36104	Project Review Affordable Rental Housing, Remote & On-site Training Financial Mgmt. and Rental Underwriting
Georgia DCA	60 Executive Park S, NE, Atlanta, GA 30329	On-Call Remote TA for HOME Program Mgmt.
Groundworks USA	22 Main Street, Yonkers, NY 10701	Webinars, Working Groups, On-line Resource Materials, Direct TA
Snohomish County, WA	3000 Rockefeller Avenue, M/S 3 Everett, Washington 98201	Consulting & On-site Training HOME Agreement Boilerplate Review Project
Community Housing Network	570 Kirts Blvd., Troy, MI 48084	Review of CHN's Space & Rent Calculations
Gainesville, FL	633 NW 8th Avenue, Gainesville, FL 32601	Remote TA for HOME Homebuyer Assistance
Fresno, CA	Silvercrest Inc. 1331 Fulton Mall Fresno, CA 93721-1630	Consulting Services for CDC Capacity Building
Charleston, SC	Accounts Payable, PO Box 853 Charleston, SC 29402	Consulting Services for AI to Fair Housing and Consolidated Plan
Oregon CHS	725 Summer St., Ste.B Salem, Oregon 97301-1266	Review & Revise HOME Program Documents; On-Call Consulting Services for HOME Program Mgmt.
State of Michigan	MSHDA 735 East Michigan Avenue, Lansing, MI 48912	Consulting for Fair Housing Impediments
West Virginia HDF	5710 MacCorkle Ave., SE Charleston, WV 25304	Evaluate & Recommend HOME Policies & Procedures
Housing Services Inc.	1160 Galicia Lane, Dallas, TX 75217	Home Training
National Council of State Housing Agencies	444 North Capitol, NW Suite 438 Washington, DC 20001	HOME Training
Lake County, IL	18 North County 9th floor, Waukegan, IL 60085	Consolidated Plan

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Richmond, CA	P.O. Box 4046, Richmond, CA 94804-0046	Consolidated Plan
Fall River, MA	1 Government Center Fall River, MA 02722	Housing Market Study
NCDIA	211 Bridge Avenue Murfreesboro, TN 37129	Training
State of Hawaii	50 Wailuku Drive Hilo, HI 96720	IDIS Training
Washington DOC	Dept. of Commerce, 1011 Plum St. SE Olympia, WA 98504	Review of HOME Written agreements and On Call Consulting Services
Florida Housing Finance Corp	227 N. Bronough Street Tallahassee, FL 32301	Consulting
State of Connecticut	505 Hudson St., Hartford, CT 06106	Technical Assistance
State of Pennsylvania	PO Box 69180, Harrisburg, PA 17106	Analysis of Impediments
Knox County	400 Main Street, Ste. 630 Knoxville, TN 37902	Consolidated Plan
Hattiesburg, MS	Dept. of F&S Prog, PO Box 1898 Hattiesburg, MS 39403-1898	HOME Training
Cardinal Engineering	1015 North Broadway Oklahoma City, OK 73102	CDBG Consulting
City of Passaic, NJ	330 Passaic Street, Passaic, NJ 07055	Consulting
Capital Access	325 Chestnut Street, Ste. 917 Philadelphia, PA 19106	NY State Disaster Recovery
Dallas County, TX	2377 N. Stemmons Freeway #724 Dallas, TX 75207	Technical Assistance
City of Irving, TX	825 W. Irving Blvd. Irving, TX 75060	Consulting
City of East Orange, NJ	44 City Hall Plaza, E. Orange, NJ 07019	Training
Housing Assistance Council	10100 Ambassador Drive Ste. 310 Kansas City, MO 64153	Training
Hartford County, MD CDCD	319 South Main Street, Bel Air, MD 21014	Training
Columbia, MD	Daniel Boone Bldg. 701E. Broadway Columbia, MO 65201	Training
Daly City, CA	333-90th St., Daly City, CA 94015-1895	HOME Training
Elizabeth, NJ	City of Elizabeth 50 Winfield Scott Plaza Elizabeth, NJ 07201-2462	Training
City of Passaic, NJ	330 Passaic Street, Passaic, NJ 07055	Consolidated Plan
Greenville, NC	201 W. Fifth Street, Third FL. Greenville, NC 27834	Training
Greater Lansing Housing Coalition	600 West Maple St., Lansing, MI 48906	Training
State of Maryland DHCD	100 Community Place Crownsville, MD 21032	Training
City of Peoria	419 Fulton, Ste. 207, Peoria, IL 61602	Consolidated Plan
McKeesport PHA	2901 Brownlee Avenue, 2nd Floor McKeesport, PA 15132	Training
Baltimore County, MD	400 Washington Avenue Room 148 Towson, MD 21204-4665	Training IDIS
Toledo, OH LISC	245 N. Superior St. 2nd Floor Toledo, OH 43604	Training
ACE - Affordable Community Environment	PO Box 61446, Vancouver, WA 98666	Training

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## RESUMES

**MADELINE FRASER COOK  
PROJECT MANAGER, TDA**

**Professional Summary**

Madeline Fraser Cook, TDA Project Manager, is a national expert in providing technical assistance to community-based organizations on a variety of housing and community development topics. She specializes on green design and sustainable community development techniques. She is a LEED accredited professional and has extensive experience with incorporating smart growth strategies into community development plans with an emphasis on equity issues. She also has experience in community process and issue-based organizing related to neighborhood planning as well as non-profit fundraising, organizational networking, and information dissemination. In addition, Ms. Fraser Cook has extensive experience working with community-based organizations on engagement processes that ensure active, meaningful involvement from community members.

**Professional Experience*****Affordable Housing and Community Development***

- **Project Manager, TDA Consulting** – Provide technical assistance to HUD grantees on a variety of topics including financial management, specific HUD programs (e.g. CDBG, CDBG-DR, HOME) and provide assistance to HUD's Office of Economic Resilience through their Better Buildings Challenge program. Develop curricula for various HUD programs and offices including the latest Financial Management Curriculum and the Small Contractor Initiative Curriculum.
- **Analyst, Abt Associates, Inc.** - Implemented program management for HOPE VI grants and assisted housing authorities with HOPE VI HUD Expeditor projects. Also, developed viability assessments of housing authorities' public housing stocks, and conducted interim assessment of EZ/EC national program design features and experiences of the individual EZ/EC sites.
- **Consultant, Oxfam America** - Logistics Coordinator and member of the Design Team for the Oxfam America U.S. Program National Conference held in May 2000. Participated in the design of session content for the workshops on housing, health, poverty issues and workers' rights in the context of globalization and coordinated travel and accommodations for all participants.
- **Intern, The Community Builders** - Assisted in operating cost analysis for affordable housing developments. Goal was to establish a benchmark per unit operating cost figure

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for different types of developments. Conducted a social services needs assessment of Heritage Common, Lawrence, MA. Helped organize residents of Heritage Common into a tenants group in order to improve communications with management.

- **Intern, Working Capital** - Researched different types of minority owned small businesses in Lawrence, MA. Interviewed entrepreneurs in Spanish to determine how they financed their businesses and what the incentives were for going into business on their own. Wrote a report for use in a foundation evaluation of the program.
- **Principal/Financial and Data Consultant, Triad Resources** - Analyzed, developed, and implemented strategic applications and plans for financial and real estate markets. Member of a team of specialists that developed technological and web-based applications. Conducted on-line and institutional research.
- **Data Analyst, Hamilton Securities Group** - Assisted in the procurement of data and place-based information, and the creation of tools to analyze and model results and impacts of policy changes. Wrote business plans and pro formas for small businesses. Provided information to Hamilton decision-makers on issues related to current projects and contracts.

### ***Education***

- **Translator/Interpreter, Fairfax County Public Schools** - Translated in English and Spanish for parent/teacher conferences. Arranged meetings between school staff and interpreters of various languages. Conducted data entry for the home schooling department. Translated documents from English to Spanish and interpreted for Latino students during developmental testing.
- **Teacher, Fox Valley School** - Taught Spanish to pre-K - 12th grade students with learning disabilities and behavioral problems. Also taught sixth grade English.

### ***Environmental Sustainability***

- **Program Director, Green Development Center, Local Initiatives Support Corporation** - Headed the Green Development Center which provided technical and financial resources to LISC local offices and their community partners around affordable housing and community development. Advocated for national policies that facilitate implementation of green development. Forged national partnerships to bring experts on sustainability and smart growth to the table around community development projects. Coordinated fundraising efforts for the GDC as well as partnerships with other LISC national programs and local offices.
- **Vice President, New Ecology, Inc.** - Managed greening of affordable housing developments, shepherding developers through the Leadership in Energy and Environmental Design (LEED) certification process. Developed, coordinated and presented training seminars on costs and benefits of greening affordable housing.

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Designed and built web-based social networking and information dissemination tools. Supervised research initiative and co-authored *Costs and Benefits of Green Affordable Housing* report, an international resource for community developers. Co-directed New Ecology's strategic planning and research initiatives. Planned, administered, and implemented fundraising efforts.

- **Director of Special Projects, New Ecology, Inc.** - Director of NEI's Green CDCs Initiative. Initiated statewide educational efforts around green affordable housing and sustainable development targeted at community developers. Project work focused on green affordable housing, community development, community organizing, public health and environmental policy.

### **Education and Professional Certifications**

- Masters of City Planning, Department of Urban Studies and Planning, Housing and Community Economic Development Program Group, Massachusetts Institute of Technology, HUD Fellow
- B. A., Swarthmore College, Swarthmore, PA, Political Science and Economics
- Leadership in Energy and Environmental Design (LEED) Accredited Professional

### **Employment History**

- Project Manager, TDA, Belmont, MA – 2012 to Present
- Program Director, Green Development Center, Local Initiatives Support Corporation, Boston, MA – 2008 to 2012
- Vice President, New Ecology, Inc., Cambridge, MA – 2004 to 2008
- Director of Special Projects, New Ecology, Inc., Cambridge, MA – 2001 to 2004
- Analyst, Abt Associates, Inc., Cambridge, MA – 2000 to 2001
- Consultant, Oxfam America, Boston, MA - 2000
- Intern, The Community Builders, Boston, MA – 1999 to 2000
- Intern, Working Capital, Cambridge, MA - 1998
- Principal/Financial and Data Consultant, Triad Resources, Alexandria, VA – 1997 to 1998
- Data Analyst, Hamilton Securities Group, Washington, D.C. – 1996 to 1997
- Translator/Interpreter, Fairfax County Public Schools, VA – 1995 to 1996
- Teacher, Fox Valley School, Bethesda, MD - 1995

### **Professional Memberships**

- Board member, Conservation Law Foundation, MA Board, Boston, MA – 2012 to present

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- Board member, Smart Growth America, Washington, D.C. – 2010 to Present
- Member, Town of Belmont, MA Energy Committee – 2013 to 2014
- Board member, Emerald Cities Collaborative, Washington, D.C. – 2010 to 2012
- Board member, ZUMIX, Inc., Boston, MA – 2004 to 2010
- Board member, Boston GreenSpace Alliance, Boston, MA – 2003 to 2005



**JENNIFER ALPHA**  
**PROJECT MANAGER, TDA**

**Professional Summary**

Ms. Alpha has 18 years of diverse experiences in affordable housing and community development. Ms. Alpha assists clients in improving communities through the use of many housing and community development programs, including the Low Income Housing Tax Credit (LIHTC) program, HOME, CDBG, NSP, the Affordable Housing Program, the Self-Help Housing Program, Public Housing Capital and Operating Funds, Section 8, and others. Ms. Alpha has worked with clients across the country on the development of affordable housing using private, federal, state, and local funds, all of which combined complex financing mechanisms and layered subsidies. Ms. Alpha's work includes assisting with structuring legal, financial, and social development projects; providing guidance to clients on a range of federal regulatory issues; and analyzing housing issues and developing reports; and working as a liaison between diverse stakeholders. Ms. Alpha formerly was a partner in a DC-based law firm that represented public and nonprofit organizations engaged in affordable housing and community development transactions. She also worked in the federal government on the analysis and evaluation of federal housing programs.

**Professional Experience**

***Technical Assistance and Training***

- **TDA/ In Person Training Deliveries** - Ms. Alpha is a HOME-Certified Specialist-Regulations and has delivered trainings across the country to HUD grantees and their subrecipients. Training topics have included Building HOME, Financial Management for Participating Jurisdictions, HOME Income Determination, Effective Written Agreements, and the Disaster Recovery Grant Reporting system
- **TDA/ Needs Assessments and TA Delivery** – Ms. Alpha participates on the One CPD and NSP technical assistance teams to assess grantee capacity related to compliance with regulatory requirements, establishment of policies & procedures, project development skills, management & staffing, and organizational resources. Ms. Alpha also engages in onsite and remote delivery of targeted technical assistance with emphasis on written agreements, cross cutting federal requirements, and project structuring.
- **TDA/ Neighborhood Stabilization Grant Closeout and Coordination** – Ms. Alpha assist HUD with the coordination of the NSP closeout efforts and has co-authored procedural guidance to assist grantees with closeout. Ms. Alpha works directly with grantees to understand closeout criteria, assess readiness for closeout, and clear obstacles that may prevent closeout. She serves on the NSP Ask-A-Question pool and frequently presents webinars on a range of NSP topics.

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### ***Housing Analysis***

- **TDA/ Fair Housing Analysis**– Ms. Alpha has led TDA teams in the coordination and development of Analysis of Impediments to Fair Housing for city, county, and state clients. Her work in this area includes data analysis to reveal trends that affect fair housing choice; public outreach and stakeholder engagement to collect on-the-ground information about obstacles and opportunities in fair housing; review and analysis of fair housing complaints; and development of findings to illustrate fair housing concerns; and consultation with clients to develop recommendations that most effectively address findings within a client’s available resources.
- **TDA & GAO/ Housing Data Analysis**- Ms. Alpha spent two years at the U.S. Government Accountability Office where she reviewed housing programs including the Low Income Housing Tax Credit program, the Neighborhood Stabilization Program (NSP), and the Public Housing Program. Through these reviews, she collected original data on housing development outcomes and analyzed existing data collected by HUD and Treasury to assess progress toward program goals. This experience provided a unique insight into how both federal agencies and Congress use, evaluate, and value data on outcomes related to housing and community development programs.

### ***Affordable Housing and Community Development***

- **TDA/ Program Design and Implementation** – Ms. Alpha provides assistance to state and local governments, nonprofit organizations, and other agencies in the design, structure, finance, and implementation of housing and community development programs. She assists with structuring of written agreements, rental housing compliance, and coordination of HUD resources with Low Income Housing Tax Credit (LIHTC) transactions.
- **TDA and GAO/ Regulatory Compliance Review** – Ms. Alpha has reviewed a range of housing and community development programs for compliance with regulations and internal policies and procedures at the federal and local level. She has evaluated program performance and developed recommendations for achieving outcomes. Further she assists clients in structuring monitoring systems to ensure ongoing compliance and proper documentation of review.
- **Reno & Cavanaugh/ Mixed Income, Mixed Finance, Mixed Use** – Ms. Alpha has worked on complex transactions that combine a range of financing sources into single projects that provide diverse living environments as well as on-site amenities. These projects often provide the important retail and community resources that were previously lacking in a distressed community. In addition to ensuring affordability requirements for low income residents, incorporating these features into residential construction requires careful legal and planning considerations to protect the rights of tenants, establish the responsibilities of the parties, and ensure proper documentation of agreements. Ms. Alpha has also helped structure mixed-income, integrated condominium projects involving rental public

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housing, affordable rental and homeownership units, and market rate for-sale units, with a bifurcated construction/operations ownership structure and phased regulatory releases.

- **Reno & Cavanaugh/ Public Housing Administration** – Ms. Alpha has worked with public housing agencies across the country to help them understand HUD’s rules for the use of public housing operating subsidies, the Section 8 Housing Choice Voucher program, and the Moving to Work program. In this capacity, she has assisted clients in problem solving and managing programs to comply with federal requirements.
- **Reno & Cavanaugh/ HOPE VI Across the U.S.** - Ms. Alpha assisted public housing authorities across the country in a dozen states from California to Connecticut with the structuring and implementation of their HOPE VI grants to improve neighborhoods through leveraging public and private funds. This assistance has included guidance on financing mechanisms and private financing options, local government approvals and participation, resident engagement, HUD-assisted housing program requirements, and federal cross cutting requirements such as Davis Bacon and Environmental Review.
- **Reno & Cavanaugh/ Chicago’s Plan for Transformation** - Ms. Alpha served as special counsel to the Receiver of the Chicago Housing Authority to assist with the legal and program management of the largest and most comprehensive redevelopment of public housing in the nation’s history involving the planned redevelopment of 25,000 units and nine public housing sites into revitalized, mixed-income communities. Using the HOPE VI program as a catalyst for redevelopment, the Plan for Transformation brought together stakeholders across the city and the country to effect changes in distressed neighborhoods. As special counsel, Ms. Alpha managed the affordable housing development teams consisting of dozens of public and private partners; negotiated and drafted transactional documents, including documents required by the LIHTC, HOME, CDBG, and Federal Home Loan Bank programs; assisted in developing the terms for the use public housing operating subsidies; and guided transactions through the HUD approval processes.

#### **Education and Professional Certifications**

- J.D., University of Pittsburgh School of Law, 2001
- M.P.A, Public Management & Policy, University of Pittsburgh Graduate School of Public and International Affairs (GSPIA), 2001
- Certification in Nonprofit Management, University of Pittsburgh, GSPIA, 2001
- B.A., Political Science/English Writing, University of Pittsburgh, 1996
- HOME Certification- Regulations

#### **Employment History**

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- TDA, Project Manager & General Counsel - 2011 to Present
- U.S. Government Accountability Office, Senior Analyst, Financial Markets & Community Investments – 2009 to 2011
- Reno & Cavanaugh, Associate – 2001 to 2006; Partner – 2006 to 2009
- Allegheny County Housing Authority, Researcher – 1999 to 2001
- Wilksburg Intra-Community Network, Consultant – 1999



**PAMELA J. PAIGE**  
**SENIOR PROJECT ASSOCIATE, TDA**

**Professional Summary**

Pamela Paige has over fifteen years of experience as program manager within a variety of organizations including grassroots community development organizations dedicated to improving quality of life. Responsibilities evolved into expertise in project management, project support, capacity building, and public engagement. Managed comprehensive community outreach and public engagement initiatives including multi-tiered outreach and public meetings. Spent twenty years managing tenant relations for real estate rental businesses.

**Professional Experience**

***Project Support***

- **TDA, Inc.** – Currently in the seventh year of conducting activities to support HUD grant contract compliance for billing and reporting; providing support for technical assistance projects including populating the HUD online database (WASS) for the AFHs; providing logistical and registration management for HUD trainings and workshops; and managing assignments for HUD Ask-A-Question database.
- **Greater Northwest Community Coalition, Inc.** - As only paid staff for three years, prepared the federal, state, local, and foundation grant reports, published monthly newsletter, compiled and distributed Board of Directors and committee agendas, reports, and minutes. Worked with federal and state auditors. Responded directly to hundreds of people per year.
- **Paige Real Estate Management** – For nearly 20 years, managed accounts receivable and accounts payable, drafted and monitored asset management budgets, worked with tax preparer. Managed tenant lease processes and relations.

***Public Engagement***

- **TDA, Inc.** – Provided support during focus groups and stakeholder interviews for the Clayton County, GA Assessment of Fair Housing project.
- **Greater Northwest Community Coalition, Inc.** – Managed two-year comprehensive Strategic Neighborhood Action Plan Initiative, provided administrative, marketing, and logistical support, which covered quality of life, academic, economic development, and housing. Facilitated collaboration of 26 neighborhoods associations, 300 community members, business partners, and government officials during a combined 50 forum, committee, and neighborhood meetings. Managed the moveable parts; worked with a diverse population of volunteers; researched best methods for holding various types of

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public meetings to ensure desired outcomes, planned and facilitate events; made attendees feel confident that their voices will be heard and that their suggestions will be considered as part of the process. Practiced public advocacy as representative during neighborhood, city/state and funding agency meetings.

- **Making The Connection** – Contracted with Baltimore City Public Schools to provide Family Engagement Services to a middle school challenged with low parent and family participation, and high truancy and discipline rates.
- **Coppin State University** – As an Adult Learning Instructor, developed four computer-based workforce development courses and delivered them free to adult students during forty public training sessions.

#### ***Capacity Building***

- **Greater Northwest Coalition** - Developed proposals that secured funding; administered federally, state and privately funded public safety, neighborhood revitalization, and senior housing repair programs.
- **TuTTie's Place** – Developed and implemented strategies for increasing the organization's image and online presence, seeking funding, developing youth-based programs, applying for grants, and seeking donations from individuals and businesses.

#### **Education and Professional Certifications**

- Bachelor of Science, Business Management, University of Baltimore, Maryland

#### **Employment History**

- Senior Project Associate, TDA Consulting, Inc. – 2010 to Present
- Program Director, Making The Connection – 2010 to Present
- Adult Learning Instructor, Coppin State University – 2010 to 2013
- Marketing Specialist, TuTTie's Place – 2006-2009
- Program Director, Greater Northwest Community Coalition, Inc. – 2002-2005
- Secretary/Treasurer, Paige Real Estate Management – 1993-2005
- Administrative Specialist, Garwyn Oaks Housing, Inc. – 2001-2002
- Technical Support Manager, St. Paul Companies, Inc. – 1980-1999

#### **Professional Affiliations and Awards**

- Baltimore Cash Campaign, Financial Coach, 2 years



**ERICH CHATHAM**  
TDA ASSOCIATE

**Professional Summary**

**Erich Chatham**, managing partner of Civitas, a community and economic development consulting firm based in Charleston, SC, that regularly partners with TDA, has been a key part of TDA's team across the country on regional and statewide AIs and more recently on AFHs. He has gained nearly 10 years' experience working on economic and community development projects with local governments, for-profits and nonprofits across South Carolina, North Carolina, Louisiana, Florida, Georgia, California and Texas. Chatham works with local governments on urban revitalization initiatives utilizing CDBG program funding. He also recently worked with several OneCPD grantees to overhaul HOME and CDBG policies and procedures manuals to conform to updated HUD regulations. Chatham also has extensive experience working with the new eCon Planning suite and serves as an IDIS trainer. Chatham holds an MPA from the College of Charleston, and a BA in history from Oglethorpe University.

**Professional Experience**

- Managing Partner, Civitas, LLC – 2008 to Present: As Managing Partner Erich has served a wide range of client's technical assistance needs including:
- Training and Development Associates (TDA) Subcontract technical assistance providers for national level HUD One CPD programs including CDBG, HOME, NSP, eCon Planning, DRGR, IDIS, & ESG.
- Consolidated Planning & Analysis of Impediments to Fair Housing Choice
- NALCAB – National Association for Latino Community Asset Builders to Subcontract technical assistance providers for national level HUD One CPD programs including CDBG, HOME, NSP, eCon Planning, DRGR & IDIS
- The NRP Group Low Income Housing Tax Credit (LIHTC) project development
- Multi-family Residential Development Feasibility
- Front Porch Strategies Affordable Housing Development Consulting
- HUD One CPD program monitoring and grantee technical assistance including IDIS training
- City of Spartanburg, South Carolina Consolidated Planning, Analysis of Impediments to Fair Housing Choice HOME & CDBG policies and procedures development.

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Administrative Office: 131 Atkinson Street, Suite B, Laurinburg, NC 28352 910. 277.1275 • 910.277.2816 Fax • [www.tdainc.org](http://www.tdainc.org)





- Horry County, South Carolina o Consolidated Planning & Analysis of Impediments to Fair Housing Choice
- Waccamaw Regional Council of Governments Consolidated Planning, Regional Housing Needs Assessment O Analysis of Impediments to Fair Housing Choice
- Charleston County, SC & City of North Charleston, SC Consolidated Planning Assistance & Data Collection
- Myrtle Beach Housing Authority NSP project monitoring and compliance reporting
- Grand Strand Housing & CDC HOME & LIHTC rental housing project development
- Town of Bluffton, SC NSP project monitoring and compliance reporting
- Homes of Hope
- HOME rental housing project development Charleston County, SC & City of North
- Graduate Intern, Urban Land Institute South Carolina – 2008
- Graduate Assistant, College of Charleston – 2006 to 2007
- Teacher, Economics & Government, Department Chair and Head Coach, Our Lady of Mercy Catholic High School – 2002 to 2006

#### **Education and Professional Certifications**

- M.P.A., The College of Charleston
- B.A., History, Oglethorpe University
- Georgia Secondary Education Certificate, Social Studies, Oglethorpe University
- Member, National Association of Housing & Redevelopment Officials
- GIS Technician & Analyst
- HUD - Certified Housing Counselor (as certified by The Association of Housing Counselors)
- HUD – HOME Program Certified Specialist: Rules & Regulations



23

**MEMORANDUM**

**TO: Board of City Commissioners**

**From: Donald Kress, current planning coordinator** 

**Date: September 5, 2019**

**RE: Correction by resolution of The Edge Addition plat**

The Edge Addition plat was approved by the City Commission on May 7, 2018 and recorded on May 16, 2018. This plat created two lots. Lot 1 is currently owned by DFI AU LLC. Lot 2 is currently owned by The Edge Artist Flats, LLC. Subsequent to recordation of the plat, the owners of both lots discovered that two easements were incorrectly depicted and included in the plat. After thoroughly investigating options for correcting the errors, both owners determined the most effective means of correcting the errors is through a corrected plat as provided in North Dakota Century Code (NDCC) Section 40-50.1-07 et seq. The Edge Artist Flats, LLC has paid for the cost of preparing the corrected plat and will pay for all other costs associated with processing and recording the corrected plat.

Attached is a resolution prepared by the City Attorney's office with information prescribed by NDCC 40-50.1-07 et. seq., which declares that the plat is in error and that it is necessary to correct the plat.

Planning staff recommends your Commission adopt this resolution, which sets the date for the hearing on any objections to the plat correction procedure for the October 7, 2019 City Commission agenda, in order to begin the plat correction process stated in the NDCC.

The corrected plat is being reviewed by the City Engineering Department, and must be signed by the City Engineer before it can be recorded. A copy of the plat is attached.

**RECOMMENDED MOTION:**

Adopt the attached resolution for correction of The Edge Addition plat, scheduling the hearing for objections to the plat correction process for the October 7, 2019 City Commission agenda.

**ATTACHMENTS:**

1. Resolution of correction
2. The Edge Addition corrected plat

Commissioner \_\_\_\_\_ moved for the adoption of the following:

**RESOLUTION**

[regarding proposed corrected plat of  
The Edge Addition to the City of Fargo]

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

**WHEREAS**, at its regular meeting of May 7, 2018, the Board of City Commissioners of the city of Fargo, North Dakota, approved a subdivision plat of a certain parcel of land within the city of Fargo entitled "The Edge Addition" which parcel is situate in the County of Cass and State of North Dakota, more fully described as:

The Edge Addition to the city of Fargo

[hereinafter the "Affected Property"] and the plat for which was filed and recorded with the Office of the Recorder, Cass County, North Dakota, on the 16th day of May, 2018, as Document No. 1537236; and,

**WHEREAS**, it has been determined that said plat contains two errors, as follows: (1) it improperly includes on the pictorial portion a private easement that had been terminated prior to plat recording; and (2) said plat improperly dedicated to the public certain cross access easements shown on the pictorial portion of the plat that were created and intended only as private--not public--easements; and,

**WHEREAS**, a proposed corrected plat: (1) omits the private easement that was terminated prior to plat recording and (2) does not dedicate to the public cross-access easements, but instead includes a reference by document number on the pictorial portion of the plat for the instrument that created the private cross-access easements; and,

**WHEREAS**, N.D.C.C. §40-50.1-06 *et seq.* provides a procedure by which a an incorrect or deficient plat may be corrected by preparation of, approval of, and recording of a corrected plat thereof; and,

**WHEREAS**, The Edge Artist Flats, LLC, being the owner of Lot Two (2), Block One (1) of The Edge Addition to the City of Fargo has agreed to pay the cost of preparing the corrected plat and, in fact, has already paid such cost, and has agreed to pay for all other costs associated with processing and recording the corrected plat; and,

**WHEREAS**, a land surveyor designated to make such corrections has already completed a proposed completed plat—said completed plat being a corrected plat of The Edge Addition—

and said land surveyor having filed said completed plat with the chief administrative officer of the City;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of City Commissioners of the City of Fargo, North Dakota:

1. That the above-described plat of The Edge Addition to the city of Fargo is in error, as described in the above-stated recitals, making said plat incorrect or deficient and it is therefore necessary for said plat to be corrected by approval and recording of a corrected plat of The Edge Addition.
2. The Edge Artist Flats, LLC, being the owner of Lot Two (2), Block One (1) of The Edge Addition to the City of Fargo, by agreement thereof, will pay all costs of preparing the corrected plat including all other costs associated with processing and recording the corrected plat.
3. **The Board of City Commissioners of the city of Fargo will meet in the City Commission Room, Fargo City Hall, 225 4<sup>th</sup> Street North, Fargo, on October 7, 2019 at 5:15 p.m. to hear and consider:**
  - a. any written objections that have been filed with the City by any interested owner of the Affected Property as to the proposed plat-corrective work or to its cost; and,
  - b. any objections by any interested party or parties who, after having viewed the proposed corrected plat that has been filed with the City and is available for viewing at the Department of Planning and Development, Fargo City Hall.
4. Written objections must be filed with the Department of Planning and Development, Fargo City Hall.
5. This RESOLUTION shall be published in the official newspaper for the City at least ten (10) days prior to the above-stated hearing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER \_\_\_\_\_, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS \_\_\_\_\_ and \_\_\_\_\_. The following

were absent and not voting: \_\_\_\_\_, and the following voted against the same:  
\_\_\_\_\_, whereupon the resolution was declared duly passed and adopted.



CERTIFICATE

STATE OF NORTH DAKOTA    )

) ss.

COUNTY OF CASS                )

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on\_\_\_\_\_, 20\_\_, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Auditor

(SEAL)



24

September 5, 2019

Honorable Board of City Commissioners  
City of Fargo  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

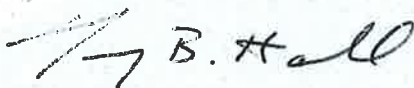
**Subject:** Advertisement for Bid – Water Towers 4 and 7 Reconditioning

Dear Commissioners:

Water Utility staff is seeking approval to advertise bidding for a Water Towers 4 and 7 Reconditioning project. Please see attached a draft Advertisement for Bid. The project number is yet to be determined. The Water Towers 4 and 7 Reconditioning project is in the Water Utility Capital Improvement Plan (CIP) and will be paid for using Fund 450 (Infrastructure Sales Tax). This recondition project is a line item in the proposed 2020 budget. Bid opening is scheduled for October 9, 2019, after formal budget approval. In order to get the best bid prices and a qualified contractor, our consultants recommend bidding the project this fall. The construction work will take place next summer.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall  
Water Utility Director

C: Bruce Grubb, City Administrator

**SUGGESTED MOTION:**

Approve the Advertisement for Bid of the Water Towers 4 and 7 Reconditioning project.

**SECTION 00 11 13 – ADVERTISEMENT FOR CONSTRUCTION BIDS**

**Fargo Water Tower Nos. 4 and 7 Reconditioning  
CITY OF FARGO Project NO. WAXXXX**

NOTICE IS HEREBY GIVEN, that the City of Fargo, North Dakota, will receive sealed Bids at the Auditor's Office until October 9, 2019 at the hour of 11:30 a.m. local time, for the purpose of furnishing all materials, labor, equipment, and skill required for the construction of the Fargo Water Tower Nos. 4 and 7 Reconditioning, and incidental items, for said City, as is more fully described and set forth in the Plans and Specifications which are now on file in the office of the City Engineering Department. Bids will be opened in the Meadowlark Room, located on the 2<sup>nd</sup> floor at 225 4th Street North, shortly after the bid deadline and read aloud.

Bids shall be mailed or delivered to the City Auditor, City of Fargo, 225 4<sup>th</sup> Street North, Fargo, ND 58102.

The Work is comprised of a single Contract: Contract No. 1 – General Construction. The Work for is generally described as follows:

**Contract No. 1: General Construction:**

The Fargo Water Tower Nos. 4 and 7 Reconditioning project generally includes the following work for both Water Tower No. 4 (a 500,000 gallon capacity single pedestal water tower) and Water Tower No. 7 (a 1,000,000 gallon capacity single pedestal water tower): interior structural repairs and improvements; exterior structural repairs and improvements; surface repairs; interior paint coating removal and replacement; exterior paint coating removal and replacement; interior and exterior water tower facility containment system and hazardous waste handling and disposal requirements; the application of logos; removal of a chain link fence and installation of a vinyl fence; and miscellaneous surface restoration and seeding.

All bids shall be contained in a sealed envelope plainly marked showing that such envelope contains a Bid for the Project. Also refer to Section 00 21 13 for preparation of bid information.

All Bids shall be prepared according to the Instructions to Bidders contained within the Project Manual. Each Bid shall be accompanied by a separate envelope containing a Bid Security in the form of a Bidder's Bond executed by the Bidder as principal and by a surety company authorized to do business in the State of North Dakota, payable to the City of Fargo, in a sum equal to five percent (5%) of the full amount of the Bid. A certified check in lieu of a surety company in the amount of 5% of the total project cost **will not** be accepted. This is to serve as a guarantee that the successful Bidder will enter into a Contract within fifteen (15) days of Notice of Award, in accordance with the terms of the principal's Bid and Contractor's Bond as required by law and regulations and determinations of City of Fargo for the performances of such Work. Only Bids that are accompanied by such a Bond will be considered.

Contracts shall be awarded on the basis of the low Bid submitted by a qualified, responsible, and responsive Bidder deemed most favorable to the City's interest.

The City of Fargo reserves the right to reject any and all Bids, to waive any informality in any Bid,



to hold all Bids for a period not to exceed forty-five (45) days from the date of opening Bids.

A pre-bid conference will be held at the Fargo City Hall, Meadowlark Room, located on the 2<sup>nd</sup> floor at 225 4th Street North, followed by a site visit to each project sites, on Thursday, September 26, 2019 at 2:00 pm, at which time the Owner's Representatives, Bidders, and Subcontractors will discuss the project.

All Work shall be performed in accordance with the Bidding Documents on file in the Office of City of Fargo, ND where they may be seen and examined. Bidders must be licensed for the full amount of the Bid as required by North Dakota Century Code 43-07-05. Each Bid shall contain a copy of the Contractor's license or certificate of renewal thereof issued by the Secretary of State. All Bids must be submitted on the Bid Form furnished by the Engineer. No Bid will be read or considered that does not fully comply with the above provisions and other provisions contained within the Bidding Documents, and any deficient Bid submitted will be returned to the Bidder unopened.

Contracts shall be awarded on the basis of the low Bid submitted by a responsible and responsive Bidder deemed most favorable to the Owner's interest.

All Bids shall be contained in a sealed envelope plainly marked showing that such envelope contains a Bid for the Project. In addition, the Bidder shall place upon the exterior of such envelope the following information:

1. Project Name and Work covered by the Bidder (General).
2. The name of the Bidder.
3. Acknowledgement of all Addenda.
4. Separate envelope containing Bid Bond and a copy of Contractor's License or Renewal Certificate.

Complete digital project Bidding Documents are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for Thirty Dollars (\$30.00) by inputting Quest project #6496482 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information.

Copies of the Bidding Documents may also be seen and examined at the office of the Engineer, **Advanced Engineering and Environmental Services, Inc.**, 4170 28<sup>th</sup> Avenue South, Fargo, ND 58104. The Bidding Documents are available in the form of printed plans and specifications and/or PDF compact discs (CDs) from Advanced Engineering and Environmental Services, Inc. The costs are \$40.00 for CDs and \$200.00 for printed documents, for each set of Documents obtained. Payment for Bidding Documents is NON-REFUNDABLE. All Work shall be done according to the Bidding Documents. Bidding Documents may also be examined at the offices of AE2S in Bismarck, Grand Forks, and Williston, ND; Maple Grove, MN, and Builders' exchanges in Grand Forks, Bismarck, Minot, Grand Forks, and Fargo, ND, in Rapid City, SD, and in Minneapolis, MN.

The work for each contract must be completed no later than the following:

Interim Substantial Completion Milestone:

The Work associated with Water Tower No. 7 shall be substantially completed (water tower shall be returned to service in the distribution system) on or before July 1, 2020. Water Tower No. 4 may not be taken out of service until Water Tower No. 7 is returned to service.

Substantial Completion:  
Final Completion:

November 1, 2020  
November 30, 2020

All Bids will be made on the basis of cash payment for such work. After Bid opening, the Owner will return Bid security of all except the three lowest responsible Bidders. When the Contract is awarded, the remaining unsuccessful Bidder's Bonds will be returned. The Owner reserves the right to reject any or all Bids, and further reserves the right to award the Contract in the best interests of the Owner. The Owner reserves the right to hold the three (3) low Bids for a period of forty-five (45) days after the date of the Bid opening to complete financial arrangements.

Dated this 2<sup>nd</sup> day of September 2019.

By: /s/ Steve Sprague, City Auditor  
Fargo, North Dakota



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

26

Improvement District No. PN-18-C1

Type: Change Order #2 &amp; Time Extension

Location: Laverne's Addition

Date of Hearing: 9/3/2019

Routing

City Commission

Date

9/9/2019

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, regarding Change Order #2 in the amount of \$26,915.00, for additional work requested by Engineering, along with the associated time extension to the Substantial and Final Completion Dates.

Staff is recommending approval of Change Order #2 and the time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised Change Order #1	Revised This Memo
Substantial – August 15, 2019 Final – September 15, 2019	Substantial – September 3, 2019 Final – October 3, 2019	Substantial – September 23, 2019 Final – October 23, 2019

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 & time extension as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$26,915.00, bringing the total contract amount to \$1,781,661.26, and the time extension to the Substantial and Final Completion Dates to Northern Improvement.

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

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

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

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson

B. E. Derrig

Brenda E. Derrig, P.E.

City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Jason Satterlund, Project Manager  
**Date:** August 28, 2019  
**Re:** Improvement District No. PN-18-C1 – Change Order #2 & Time Extension

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**Background:**

Improvement District No. PN-18-C1 is for new construction concrete paving for Laverne's Addition on 43<sup>rd</sup> Street North between 19<sup>th</sup> and 28<sup>th</sup> Avenue North, 24<sup>th</sup> Avenue North between 41<sup>st</sup> and 43<sup>rd</sup> Street North, and an extension of 41<sup>st</sup> Street North up to 24<sup>th</sup> Avenue North.

Northern Improvement Co. is the Contractor for this project.

Change Order #2 includes a time extension request from Northern Improvement due to weather related delays, change in schedule due to delayed start, and an Engineering initiated request for installation of an additional storm sewer run with inlets to alleviate disruption of existing drainage patterns due to development (\$26,015.00). The Contractor has asked for a 2 working day extension for the additional work.

Northern Improvement Co. has submitted a request for a time extension due to weather related delays. They have identified 17 working days with weather related delays. Based on our daily records, we concur with the Contractor. The project completion was calculated based on an assumed 11 working days lost due to weather. Engineering is recommending a 6 working day time extension to both Substantial and Final Completion dates for the weather related delays.

Change Order #1 extended the Substantial and Final Completion dates by 19 calendar days due to delays on the underground project UN-18-C1, which were beyond control of this contract. During the preconstruction meeting, the Contractor expressed concern the delay on Improvement District UN-18-C1 may cause overlap between a previous paving commitment and this project. There was a 6 working day delay where the Contractor was ready to pave on this project but was otherwise committed.

**Recommended Motion:**

Approve Change Order #2 in the amount of \$26,915.00 for the additional work as requested by Engineering and add 14 working days (20 calendar days) to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised Change Order #1	Revised This Memo
Substantial – August 15, 2019 Final – September 15, 2019	Substantial – September 3, 2019 Final – October 3, 2019	Substantial – September 23, 2019 Final – October 23, 2019



**NORTHERN  
IMPROVEMENT COMPANY**

HOME OFFICE  
FARGO, NORTH DAKOTA  
4000 12th Avenue N.W.  
58108-2846  
P.O. Box 2846  
Phone 701-277-1225  
Fax 701-277-1510

OFFICE AT  
BISMARCK, NORTH DAKOTA  
58502-1254  
P.O. Box 1254  
Phone 701-223-6695  
Fax 701-224-0937

OFFICE AT  
DICKINSON, NORTH DAKOTA  
58802-1035  
P.O. Box 1035  
Phone 701-225-5197  
Fax 701-225-0207

**Thomas McCormick, President/CEO**  
**Steve McCormick, Executive Vice-President**

DATE: 7/30/2019

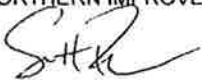
TO: City Of Fargo Engineering

RE: PN-18-C1 Added Pipe Run

Northern Improvement Company is requesting that additional compensation be paid base on the following:

Description	Qty.	Unit	Unit Price	Price
Relocate Inlet	1.00	EA	\$825.00	\$825.00
F&I Pipe 15" Dia HP Storm	470.00	LF	\$52.00	\$24,440.00
F&I RDI	1.00	EA	\$1,650.00	<u>\$1,650.00</u>
			Total:	\$26,915.00

Respectfully Submitted,  
NORTHERN IMPROVEMENT COMPANY

  
Scott J. Pederson  
Estimator/Project Manager



Home Office  
Fargo, North Dakota  
4000-12<sup>th</sup> Avenue North  
58102-2910  
PO Box 2846  
58108-2846  
Phone 701-277-1225  
Fax 701-277-1516

Office  
Bismarck, North Dakota  
PO Box 1254  
58502-1254  
Phone 701-223-6695  
Fax 701-224-0937

Office  
Dickinson, North Dakota  
PO Box 1035  
58602-1035  
Phone 701-225-5197  
Fax 701-225-0207

## IMPROVEMENT COMPANY

Thomas M<sup>c</sup>Cormick, President/CEO  
Steve M<sup>c</sup>Cormick, Executive Vice-President

August 28, 2019

Jason Satterlund  
City of Fargo Engineering Department  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: City of Fargo Imp Dist PN-18-C1

Dear Jason:

Northern Improvement Company respectfully requests a time extension on the above-referenced project based on the following issues:

### Time Extension Requests

#### Added Work

By e-mail dated June 24, you requested and approved pricing for the additional rear yard inlets for the John Deere plant east of 43<sup>rd</sup> Street. We request 2 additional days for this added work.

#### Above-Average Rainfall

Through Monday, August 26, we have lost 17 days due to rain on this project. Based on your following calculation of 11 anticipated days lost due to rain, we request 6 additional days for lost time due to weather. The 11 anticipated days are summarized below:

2.5 days for the 2<sup>nd</sup> half of June;  
4 days for July;  
3 days for August; and  
1.5 days for the 1<sup>st</sup> half of September

#### Impact of Prior Site Access Delays on our Concrete Paving Schedule

NIC also requests 6 additional working days for the time our concrete paving crew was in Bismarck, ND paving at the airport August 12-17 (includes mobilization). During our May 24 preconstruction meeting, I mentioned my concern that KPH's delays would prevent completion by the proposed substantial completion date. KPH's delayed completion and our resulting delayed start did in fact cause the two paving schedules to overlap, which delayed our Fargo paving operation.

[www.nicnd.com](http://www.nicnd.com)  
**Highway - Heavy - Municipal Contractor**  
We are an Equal Opportunity Employer



Summary

To summarize, we request a total of 14 working days (2 pipe + 6 weather + 6 paving schedule conflict) be added to the substantial completion date, changing it to Monday, September 23.

Please contact me if you have any questions or want to discuss these issues in additional detail.  
Thank you.

Sincerely,

NORTHERN IMPROVEMENT COMPANY

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

Scott Pederson  
Project Manager



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	PN-18-C1	<b>Change Order No</b>	2
<b>Project Name</b>	PC Concrete Paving & Incidentals		
<b>Date Entered</b>	8/3/2019	<b>For</b>	Northern Improvement Co

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:** Time Extension Request and Installation of Storm Sewer

Time Extension Request and Installation of Inlet run to alleviate disruption of existing drainage patterns.

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 (\$)
Miscellaneous	36	Modify Manhole	EA	0.00	0.00	0.00	1.00	1.00	825.00	825.00
	37	F&I Pipe 15" Dia	LF	0.00	0.00	0.00	470.00	470.00	52.00	24,440.00
	38	F&I Inlet - Round (RDI) Reinf Conc	EA	0.00	0.00	0.00	1.00	1.00	1,650.00	1,650.00
<b>Miscellaneous Sub Total (\$)</b>									<b>26,915.00</b>	

**Summary**

<b>Source Of Funding</b>	Special Assessments
<b>Net Amount Change Order # 2 (\$)</b>	26,915.00
<b>Previous Change Orders (\$)</b>	0.00
<b>Original Contract Amount (\$)</b>	1,754,746.26
<b>Total Contract Amount (\$)</b>	1,781,661.26

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/03/2019	08/22/2019	20.00	62.00	09/23/2019	10/23/2019
<b>Description</b>					





CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

*[Signature]*

For Contractor

*Norcross Improvement Company*

Title

*Vice President*

APPROVED DATE

Department Head

*[Signature]*

Mayor

*9/4/19*

Attest

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. DN-18-A1

Type: Change Order #4 &amp; Time Extension

Location: Grayland 1<sup>st</sup> Addition

Date of Hearing: 9/3/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/9/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding Change Order #4 in the amount of \$30,411.70, for additional work, along with the associated time extension to the Substantial and Final Completion Dates.

Staff is recommending approval of Change Order #4 and a 14-day time extension adjusting the Substantial and Final Completion Dates to September 15, 2019 and October 15, 2019, respectively.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #4 & time extension to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$30,411.70, bringing the total contract amount to \$1,966,457.02, and the 14-day time extension to the Substantial and Final Completion Dates to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility Funds & Special Assessments

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


COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC

**From:** Roger E. Kluck, PE, CFM Civil Engineer II

**Date:** August 28, 2019

**Re:** Improvement District No. DN-18-A1 – Change Order #4 & Time Extension  
Drain Improvements & Incidentals

---

**Background:**

Improvement District No. DN-18-A1 was bid on September 5, 2018, with the bid awarded on September 13, 2018. The project began the week of September 24, 2018. The project documents identified a Substantial Completion Date for all work except cleanup and punch list items for September 1, 2019. Key Contracting, Inc. was awarded the project and subsequently given a notice to proceed. Change Order #4 covers several unexpected items on the project that required changes. They are described in detail in the attached memorandum from AE2S. Change Order #4 is for \$30,411.70 and is based upon the pricing provided by Key Contracting and has been reviewed and approved by the City's consultant AE2S and by the Water Utility Manager. Additionally, a 14-day time extension has been granted due to the explained changes and due to the unseasonably wet summer. Key Contracting has had to deal with runoff from the adjoining land development, as well as the 52<sup>nd</sup> Avenue reconstruction project adding drainage flows to this new system. Engineering recommends approval of Change Order #4 & the time extension.

This project is funded by Water Utility Funds and Special Assessments.

**Recommended Motion:**

Approve Change Order #4 in the amount of \$30,411.70, for the additional work, and a 14-day time extension to the Substantial and Final Completion Dates.

REK/klb  
Attachments

C: Jody Bertrand, Division Engineer  
Tom Knakmuhs, Assistant City Engineer



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Improvement District No	DN-18-A1	Change Order No	4
Project Name	Drain Improvements & Incidentals	For	Key Contracting Inc
Date Entered	8/28/2019		

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:** Miscellaneous added costs due to rain, added earthmoving, and accommodations for adjoining land owner  
Please see attached memo from AE2S project manager

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 (\$)
Excavation, Filling and Sub-grade Preparation	39	Excavation	CY	63,150.00	0.00	63,150.00	1,126.00	64,276.00	4.75	5,348.50
	79	Fill - Import Special	CY	0.00	0.00	0.00	2,000.00	2,000.00	-1.50	-3,000.00
	81	Topsoil - Import	CY	0.00	0.00	0.00	888.00	888.00	4.75	4,218.00
	82	Site Grading	LS	0.00	0.00	0.00	1.00	1.00	1,305.00	1,305.00
<b>Excavation, Filling and Sub-grade Preparation Sub Total (\$)</b>										
Water Mains	69	F&I Fittings Ductile Iron	LB	3,894.00	0.00	3,894.00	390.00	4,284.00	15.53	6,056.70
<b>Water Mains Sub Total (\$)</b>										
Miscellaneous	76	Temp Pumping	HR	0.00	0.00	0.00	31.00	31.00	78.00	2,418.00
	78	Site Grading	LS	0.00	0.00	0.00	1.00	1.00	3,265.00	3,265.00
<b>Miscellaneous Sub Total (\$)</b>										
Concrete Paving and Curbs & Gutters	77	F&I Edge Drain 4" Dia PVC	LF	0.00	0.00	0.00	390.00	390.00	12.50	4,875.00
	83	F&I Sidewalk 7" Thick Reinf Conc	SY	0.00	0.00	0.00	54.00	54.00	72.00	3,888.00
<b>Concrete Paving and Curbs &amp; Gutters Sub Total (\$)</b>										
Traffic Control	80	Traffic Control - Minor	LS	0.00	0.00	0.00	1.00	1.00	687.50	687.50
<b>Traffic Control Sub Total (\$)</b>										
Storm Sewers	84	Repair Pipe 18" Dia	EA	0.00	0.00	0.00	1.00	1.00	1,350.00	1,350.00
<b>Storm Sewers Sub Total (\$)</b>										



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

**Summary****Source Of Funding**

Special Assessments, Utility Funds - Water - 501

**Net Amount Change Order # 4 (\$)**

30,411.70

**Previous Change Orders (\$)**

516,811.82

**Original Contract Amount (\$)**

1,419,233.50

**Total Contract Amount (\$)**

1,965,457.02

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/01/2019	10/01/2019	14.00	14.00	09/15/2019	10/15/2019

**Description**

Time for completion has been revised due to excessive rain and due to finding of sand veins in channel excavation requiring added work to remedy

**APPROVED****For Contractor****Title**

*Steve Carr*  
VP

**APPROVED DATE**

Department Head

Mayor

*J. K. Lee*  
9/4/19

Attest



August 27, 2019

Attn: Mr. Roger Kluck  
City of Fargo – Engineering Department  
200 N 3<sup>rd</sup> St  
Fargo, ND 58102

**Re: City of Fargo Improvement District DN-18-A1, Water Utility Project No. WA1852  
Construction Change Order No. 4**

Dear Mr. Kluck:

Enclosed please find a cost proposal (herein after referred to as Change Order. No. 4) from Key Contracting, Inc. for the above referenced project for your review and considerations. Change Order No. 4 generally consists of the following key components:

1. Additional dewatering to prevent backups into Greyland Addition.
2. Added 4-inch drain tile behind curb on 63<sup>rd</sup> Street.
3. Permit fee for offloading equipment on 63<sup>rd</sup> Street as directed by City.
4. Cost credit for clay hauled offsite and utilized for 52<sup>nd</sup> Avenue reconstruction.
5. Additional traffic control for 4-way stop along County Road 17 as directed by City.
6. Added 24-inch water main fitting to make field required alignment adjustment.
7. Additional excavation and import from onsite stockpile to address unexpected sand vein and unworkable material along bottom of drainage channel, including a 14-day contract extension.
8. Replaced existing gravel approach with concrete apron to meet City standards for construction while maintaining farmer access to field.
9. Additional fill and grading to match Greyland Addition backyard grades.
10. Lowering of existing 16-inch storm pipe to accommodate proposed channel grade.

Change Order No. 4 would result in an increase of \$30,405.00 to the contract and modify the contract completions dates as shown below:

- Proposed New Substantial Completion Date: September 15, 2019
- Proposed New Final Completion Date: October 15, 2019



**Key Contracting, Inc.**

245 7th Avenue NE

West Fargo, North Dakota 58078

Phone: (701) 238-8192

Fax: (701) 356-0166

Internet: keycontracting.com

**CHANGE ORDER REQUEST # 6**

Submitted To: AE2S  
 Attention: Brian Gaddie  
 Date: 8/26/2019  
 Project: City of Fargo DN-18-A1  
 Description: Temp Dewatering

Key Contracting, Inc., hereby submits an estimate for all labor and materials for:

Description	Measure	Quantity	Unit Price	Amount
Pump Set Up, Tear Down and Monitoring	hourly	31	\$ 78.00	\$ 2,418.00
4" perforated PVC drain tile	lf	390	\$ 12.50	\$ 4,875.00
Extra Permit Fee	LS	1	\$ 3,265.00	\$ 3,265.00
<b>Credit for Clay</b>	<b>cy</b>	<b>-2000</b>	<b>\$ 1.50</b>	<b>\$ (3,000.00)</b>
Extra Traffic Control	LS	1	\$ 687.50	\$ 687.50
<del>1/2 of aluminum hatch</del>	<del>LS</del>	<del>1</del>	<del>\$ 941.23</del>	<del>\$ 941.23</del>
Add 11.25 MJ SWC eligible	LS	1	\$ 6,050.00	\$ 6,050.00
Extra <b>excavation</b> to place black dirt from stations 21+00 to 40+00.	cy	888	\$ 4.75	\$ 4,218.00
Extra <b>import from stockpile</b> to place black dirt from stations 21+00 to 40+00.	cy	888	\$ 4.75	\$ 4,218.00
Extra <b>import from stockpile</b> for Genzler around hydrant approx. stations 2+00.	cy	60	\$ 4.75	\$ 285.00
Cut swale for Genzler near hydrant approx. stations 2+00.	hourly	3	\$ 145.00	\$ 435.00
7" crossing plate and approach for Genzler	sy	54	\$ 72.00	\$ 3,888.00
Extra Earthwork at Genzler Approach	hourly	6	\$ 145.00	\$ 870.00
Extra <b>import from stock pile</b> to match backyard house grades approx. stations 4+00 to 12+00.	cy	178	\$ 4.75	\$ 845.50
Lower 16" pipe from existing MH at 26+00 to ditch.	hourly	3	\$ 450.00	\$ 1,350.00

~~\$ 31,346.23~~

\$30,405

All materials are guaranteed as specified.  
 All work shall be completed in a workman like manner and according to standard practice.

Mr. Roger Kluck, PE  
City of Fargo

**Re: Construction Change Order No. 4**

August 27, 2019

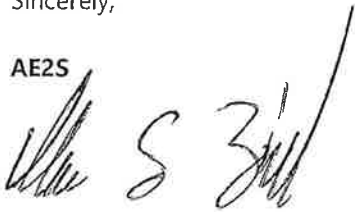
Page 2 of 2

Upon the City's review and approval of Change Order No. 4, please scan an executed copy of the change order to my attention. AE2S will forward an executed copy to the North Dakota Department of Health for approval as required by the DWSRF program. If you have any questions or need additional information, please do not hesitate to contact me.

AE2S greatly appreciates the opportunity to assist the City with construction phase services for the project. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

AE2S

A handwritten signature in black ink, appearing to read "Clarence Zimmer", is written over the printed name.

Clarence Zimmer  
Construction Services Engineer

Attachment

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(28)

Improvement District No. PR-19-F1

Type: Change Order #1 &amp; Time Extension

Location: Citywide

Date of Hearing: 9/3/2019

RoutingDate

City Commission

9/9/2019

PWPEC File

X

Project File

Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Change Order #1 in the amount of \$76,915.00, for additional work, along with the associated time extension to the Substantial and Final Completion Dates.

Staff is recommending approval of Change Order #1 and the time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised This Memo
Substantial – August 30, 2019 Final – September 30, 2019	Substantial – September 10, 2019 Final – October 11, 2019

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 & time extension as described above to FM Asphalt.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$76,915.00, bringing the total contract amount to \$1,628,541.10, and the time extension to the Substantial and Final Completion Dates to FM Asphalt.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehabilitation Funds & Special Assessments

Developer meets City policy for payment of delinquent specials

Yes No

Agreement for payment of specials required of developer

N/A

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

N/A

N/A

COMMITTEE

Present Yes No Unanimous

Tim Mahoney, Mayor

☐ ☐ ☐

Nicole Crutchfield, Director of Planning

☒ ☒ ☐

Steve Dirksen, Fire Chief

☒ ☒ ☐

Bruce Grubb, City Administrator

☒ ☒ ☐

Ben Dow, Director of Operations

☒ ☒ ☐

Steve Sprague, City Auditor

☒ ☒ ☐

Brenda Derrig, City Engineer

☒ ☒ ☐

Kent Costin, Finance Director

☒ ☒ ☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Hoogland, Project Manager  
**Date:** August 27, 2019  
**Re:** Improvement District No. PR-19-F1 – Change Order #1 & Time Extension

---

**Background:**

Improvement District No. PR-19-F1 is a project to mill & overlay asphalt streets in the City of Fargo. With this project, the Contractor replaces some curb & gutter sections that have broken or do not drain properly, as well as raise manhole and water valves before putting a new asphalt surface on the streets. This Improvement District is paid for by 50% Special Assessments and 50% Street Rehabilitation Funds.

FM Asphalt is the Prime Contractor for this project.

Change Order #1 adjusts the Remove and Replace Curb & Gutter quantity for two sections of the project and includes a time extension for the additional work.

FM Asphalt has submitted a request for a time extension for the additional curb & gutter quantity. They have asked for 16-calendar days. Based on the Contractor's rate of replacement of curb & gutter, we believe that the Contractor was delayed 11-calendar days for this work. Therefore, we are recommending approval of an additional 11-calendar days to the Substantial and Final Completion Dates.

**Recommended Motion:**

Approve Change Order #1 in the amount of \$76,915.00, for the additional work as requested by Engineering, and an 11-calendar day time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised This Memo
Substantial – August 30, 2019 Final – September 30, 2019	Substantial – September 10, 2019 Final – October 11, 2019

Improvement District No	PR-19-F1	Change Order No	1
Project Name	Asphalt Mill & Overlay & Incidentals	For	FM Asphalt LLC
Date Entered	8/20/2019		

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:** Quantity adjustment & time extension

Section 3 Remove and replace curb quantity adjustment.  
Section 7 Remove and replace curb quantity adjustment.

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 (\$)
Section 3	39	Rem & Repl Curb & Gutter	LF	1,500.00	0.00	1,500.00	1,017.00	2,517.00	45.00	45,765.00
Section 3 Sub Total (\$)										45,765.00
Section 7	116	Rem & Repl Curb & Gutter	LF	2,000.00	0.00	2,000.00	700.00	2,700.00	44.50	31,150.00
Section 7 Sub Total (\$)										31,150.00

**Summary**

Source Of Funding

Special Assessments, Street Rehabilitation Funds - 401

Net Amount Change Order # 1 (\$)

76,915.00

Previous Change Orders (\$)

0.00

Original Contract Amount (\$)

1,551,626.10

Total Contract Amount (\$)

1,628,541.10

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/30/2019		11.00	11.00	09/10/2019	

**Description**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

For Contractor

Title

*M. J. Schuster*  
*Pres. Cont*

APPROVED DATE

Department Head

Mayor

*T. Lee* 9/4/19

Attest





August 15, 2019

Jason Hoogland  
Fargo Engineering Department  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Improvement District PR-19-F1  
Asphalt Mill And Overlay & Incidentals

Dear Jason:

We are requesting a time extension until September 15, 2019 to complete Improvement District PR-19-F1. There was a large quantity of curb and gutter replacement added to the project which has caused delays in getting the milling and paving operations moving forward. There was approximately 1,000 LF added to Section #3 and approximately 700 LF added to Section #7. These significant overrun quantities along with some minor ones in some of the other sections has caused the project to get behind and will cause us to miss the original completion date.

Thank you in advance for your consideration of our request.

Sincerely,

  
Mark Pieterick

(29)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-19-B1

Type: Change Order #2

Location: Grayland Addition

Date of Hearing: 9/3/2019

RoutingDate

City Commission

9/9/2019

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, regarding Change Order #2 in the amount of \$65,726.27, which corrects quantities that were estimated during the bidding process.

Staff is recommending approval of Change Order #2 in the amount of \$65,726.27, bringing the total contract amount to \$858,716.65.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$65,726.27, bringing the total contract amount to \$858,716.65, to Dakota Underground.

PROJECT FINANCING INFORMATION:

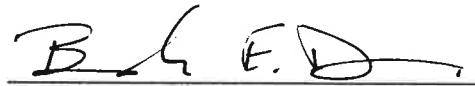
Recommended source of funding for project: Cass Rural WUD Funds & Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Satterlund, Project Manager  
**Date:** August 27, 2019  
**Re:** Improvement District No. BN-19-B1 – Change Order #2

---

**Background:**

Improvement District No. BN-19-B1 provides new development infrastructure for the second and final phase of Grayland Addition. It consists of underground utilities, concrete curb and gutter, asphalt paving, and street lighting on 54<sup>th</sup> Avenue South west of 66<sup>th</sup> Street and on Grayland Drive from 55<sup>th</sup> Avenue South to a cul-de-sac located approximately 500' north of 54<sup>th</sup> Avenue.

Dakota Underground, Inc. is the Prime Contractor for this project.

Change Order #2 has been initiated by Engineering.

The items on the Change Order were incorrectly estimated during the bidding process. The error was not discovered until the quantities were measured in the field. This Change Order is to correct the quantities prior to the Final Balancing Change Order.

No additional days were required.

**Recommended Motion:**

Approve Change Order #2 in the amount of \$65,726.27 for the additional quantities as measured in the field by Engineering staff.

JTS/klb  
Attachments

<b>Improvement District No</b>	BN-19-B1	<b>Change Order No</b>	2
<b>Project Name</b>	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
<b>Date Entered</b>	8/24/2019	<b>For</b>	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:** Adjustment to under estimated bid quantities  
Adjustment of under estimated bid quantities prior to Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Cass Rural Water	16	F&I Gate Valve 6" Dia	EA	3.00	0.00	3.00		1.00	1,275.00	1,275.00
	18	F&I Pipe 1" Dia Water Service	LF	1,550.00	0.00	1,550.00		71.00	14.00	994.00
	19	Connect Water Service	EA	28.00	0.00	28.00		2.00	525.00	1,050.00
<b>Cass Rural Water Sub Total (\$)</b>										
Storm Sewer	20	F&I Manhole 4' Dia Reinf Conc	EA	4.00	0.00	4.00		2.00	2,775.00	5,550.00
	23	F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	0.00	6.00		1.00	2,075.00	2,075.00
	24	F&I Inlet - Round (RDI) Reinf Conc	EA	10.00	0.00	10.00		-1.00	1,325.00	-1,325.00
<b>Storm Sewer Sub Total (\$)</b>										
Paving	36	Fill - Haul	CY	2,500.00	0.00	2,500.00		1,224.00	5.75	7,038.00
	45	F&I Sidewalk 4" Thick Reinf Conc	SY	142.00	0.00	142.00		88.25	42.00	3,706.50
	46	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	0.00	10.00		10.00	50.50	505.00
	49	F&I Aggregate for Asph Pavement FAA 43	TON	1,125.00	0.00	1,125.00		582.80	44.47	25,917.12
	50	F&I Asphalt Cement PG 58-34	GAL	14,665.00	0.00	14,665.00		6,916.60	2.63	18,190.66
	51	Casting to Grade - Blvd	EA	10.00	0.00	10.00		3.00	250.00	750.00
	<b>Paving Sub Total (\$)</b>									56,107.27

**Summary**

**Source Of Funding**

Cass Rural WUD Funds, Special Assessments

Net Amount Change Order # 2 (\$)	65,726.27
Previous Change Orders (\$)	2,200.00
Original Contract Amount (\$)	790,790.38
Total Contract Amount (\$)	858,716.65

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

**CONTRACT TIME**


Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/07/2019	09/07/2019	0.00	0.00	08/07/2019	09/07/2019

**Description**

**APPROVED**

For Contractor  
  
Title **PRESIDENT**

**APPROVED DATE**

Department Head  
  
Mayor  
Attest  
9/4/19

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(30)

Improvement District No. BR-18-F1

Type: Change Order #2

Location: Roberts St from 2<sup>nd</sup> – 4<sup>th</sup> Ave N  
5<sup>th</sup> St from 3<sup>rd</sup> Ave N to approx. 150' s of 3<sup>rd</sup> Ave N

Date of Hearing: 9/3/2019

<u>Routing</u>	<u>Date</u>
City Commission	9/9/2019
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Change Order #2, in the amount of \$13,740.00, for upsizing the planned tree plantings.

Staff is recommending approval of Change Order #2 in the amount of \$13,740.00, bringing the total contract amount to \$1,580,853.22.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$13,740.00, bringing the total contract amount to \$1,580,853.22, to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds, Sales Tax & Special Assessments

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
Brenda E. Derrig, P.E.  
City Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Scott Olson, Project Engineer  
**Date:** August 26, 2019  
**Re:** Improvement District No. BR-18-F1 – Change Order # 2

---

### **Background:**

Improvement District #BR-18-F1 is for the replacement of the water main, street reconstruction and incidentals on Roberts Street from 2<sup>nd</sup> Avenue North to 4<sup>th</sup> Avenue North and 5<sup>th</sup> Street from 3<sup>rd</sup> Avenue North to approximately 150 feet south of 3<sup>rd</sup> Avenue North.

Master Construction is the Prime Contractor for Improvement District #BR-18-F1.

A total of 17 trees are planned to be installed in September of this year; 8 Common Hackberry and 9 Princeton American Elms. Change Order #2 is for upsizing the tree plantings from the planned 1.5" diameter to:

Common Hackberry – 2"  
Princeton American Elm – 2.5"

The cost of up-sizing for the Common Hackberry would be \$750.00 per tree, and \$860.00 per tree for the Princeton Elm. The total cost for up-sizing is \$13,740.00. We believe the larger diameter tree would better suit each corridor.

### **Recommended Motion:**

Approve Change Order #2 in the amount of \$13,740.00, bringing the total contract amount to \$1,580,853.22

SEO/klb  
Attachment

C: Thomas Knakmuhs



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	BR-18-F1	<b>Change Order No</b>	2
<b>Project Name</b>	Water Main Replacement, Street Reconstruction & Incidentals		
<b>Date Entered</b>	8/20/2019	<b>For</b>	Master Construction 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:** Up-size Tree Plantings

Change the size of the tree plantings on the project from planned 1.5" diameter to:

2" Diameter for Common Hackberry

2.5" Diameter for Princeton American Elm.

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	132	Extra - Landscaping/Trees	LS	0.00	0.00	0.00	1.00	1.00	13,740.00	13,740.00
<b>Paving Sub Total (\$)</b>									<b>13,740.00</b>	<b>13,740.00</b>

**Summary**

**Source Of Funding**

Sales Tax Funds - Infrastructure - 420

**Net Amount Change Order # 2 (\$)**

13,740.00

**Previous Change Orders (\$)**

30,054.22

**Original Contract Amount (\$)**

1,537,059.00

**Total Contract Amount (\$)**

1,580,853.22

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

**CONTRACT TIME**

**Current Substantial Completion Date**

10/26/2018

**Current Final Completion Date**

0.00

**Additional Days Substantial Completion**

0.00

**Additional Days Final Completion**

0.00

**New Substantial Completion Date**

10/26/2018

**New Final Completion Date**

**Description**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

APPROVED DATE

For Contractor

*Jason Winter*

Title

Project Manager

Department Head

*[Signature]*

Mayor

9/4/19

Attest

**Scott Olson**

---

**From:** Jason Winter <Jason@master-construction.net>  
**Sent:** Tuesday, August 20, 2019 8:48 AM  
**To:** Scott Olson  
**Cc:** Jake Antony; Tyler Hofer; gsholy@sandslandscaping.com  
**Subject:** FW: BR18F1 Tree Plantings  
**Attachments:** Pages from BR-18-F1\_Plans&Specs\_Rev05\_20180828.pdf; ATT00001.htm

Scott-

It appears as though it is possible. The new prices would be as follows.

- 2.5" Princeton American Elm - \$860.00 / EA
- 2" Common Hackberry - \$750.00 / EA

Please let me know as soon as possible.

**From:** Fred Schlanser <Fred@master-construction.net>  
**Sent:** Monday, August 19, 2019 3:29 PM  
**To:** Jason Winter <Jason@master-construction.net>  
**Subject:** Fwd: BR18F1 Tree Plantings

Sent from my iPhone

Begin forwarded message:

**From:** Scott Olson <[solson@FargoND.gov](mailto:solson@FargoND.gov)>  
**Date:** August 19, 2019 at 2:11:32 PM CDT  
**To:** Fred Schlanser <[Fred@master-construction.net](mailto:Fred@master-construction.net)>  
**Subject:** BR18F1 Tree Plantings

Fred,

For the trees on Roberts St and 5<sup>th</sup> Street that are to be installed this fall as part of BR18F1 I was curious if it would be at all possible this late in the game to upsize them. After speaking with the forester I would like to know (if it's even doable) what the cost increase would be to upsize the currently bid 1.5" trees to:

- 2.5" Princeton American Elm
- 2" Common Hackberry

Interested in the feasibility. Let me know.

Scott Olson, PE  
Civil Engineer II  
City of Fargo  
Engineering Department

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(31)

Improvement District No. BR-19-A1  
 NDDOT Project # CPU-NHU-8-010(041)939

Type: CPM Agreement with NDDOT

Location: Main Ave – Broadway to University Dr.

Date of Hearing: 9/3/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/9/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding approval of the Cost Participation and Maintenance (CPM) Agreement with NDDOT for the reconstruction of Main Avenue from Broadway to University Drive. Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, State DOT Funds, Local Funds, and Special Assessments.

Federal Highway Funds	\$ 10,722,912
State DOT Funds	\$ 1,201,740
Local Funds	\$ 2,000,000
<u>Special Assessments</u>	<u>\$ 2,355,196</u>
<b>Total Estimated Project Cost</b>	<b>\$ 16,279,848</b>

This project is set to be bid in Bismarck on Friday, November 8, and the project is scheduled to have a substantial completion date of October 16, 2020.

On a motion by Bruce Grubb, seconded by Tim Mahoney, the Committee voted to recommend approval of the Cost Participation and Maintenance Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the CPM Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: NDDOT Regional Highway System (federal), Water Main Repl. Funds, Water/Sewer Utility Funds, Sales Tax (local) & 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
<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  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Brenda Derrig, City Engineer  
 Kent Costin, Finance Director

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer – Transportation  
**Date:** August 29, 2019  
**Re:** Approval of Cost, Participation and Maintenance (CPM) Agreement with NDDOT for  
Main Avenue Construction Project – Broadway to University Drive  
City Improvement District No. BR-19-A  
NDDOT Project No. CPU-NHU-8-010(041)939

---

### Background:

I have attached a CPM Agreement from the Local Government Division of the NDDOT for this project on Main Avenue. This project is for the pavement reconstruction of Main Avenue from Broadway to University Drive. It provides for the replacement of the existing water main, sanitary sewer, storm sewer, traffic signals, street lighting, sidewalks and roadway, as well as landscaping improvements.

Main Avenue is an arterial street that services Fargo and is part of the NDDOT Regional Highway System. The existing street section is deteriorated and in need of replacement. The sewer and water main replacement portions of the project will replace deteriorated mains and service piping that will be located under the new street section. We have planned to include an incentive clause in the contract for early completion of the first phase, and the overall completion of the project, with a maximum payout of \$500,000.

Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, Water Main Replacement Funds, Water Utility Funds, Sewer Utility Funds, Special Assessments and Sales Tax Funds (Local). The project's funding summary is estimated as follows:

Federal Highway Funds	\$10,722,912
State DOT Funds	\$ 1,201,740
Water Utility Funds	\$ 750,000
Wastewater Utility Funds	\$ 750,000
Street Sales Tax	\$ 500,000
Special Assessments	\$ 2,355,196
 Total Estimated Project Cost	 \$16,279,848

This project is set to be bid in Bismarck on Friday, November 8 and the project is scheduled to have a substantial completion date of October 16, 2020.

### Recommended Motion

I recommend approval of the CPM Agreement.

JMG/jmg  
Attachments



**North Dakota Department of Transportation  
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

**Federal Award Information – to be provided by NDDOT**

CFDA No: 20.205

CFDA Title: Highway Planning &amp; Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Striefel, Ardin L.

Telephone: 328-2559

**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.

**Project No.CPU-NHU-8-010(043)940****Location:** FARGO MAIN AVENUE (WEST OF UNIVERSITY TO BROADWAY)**Type of Improvement:** Concrete Pavement, Curb & Gutter, Storm Sewer, Sanitary Sewer, Watermain, Sidewalk, Street Lighting, Landscaping, Traffic Signals, and Incidentals**Point of Beginning:** Sta 2089+02.16 or RP 939.565**Point of Ending:** STA 2118+84.05 or RP 940.130**Type of Improvement:** Landscaping**Point of Beginning:** Sta 2118+84.05 or RP 940.130**Point of Ending:** STA 2140+96.39 or RP 940.548

In consideration of the mutual benefits to be derived therefrom, it is agreed 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 the Local Public Agency (LPA) of Fargo, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 10 percent of the cost of rights of way and easements acquired for the project; and
- b. Will pay 10 percent of the total cost of all items which are determined eligible for funding participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and
- c. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items as requested by the LPA for items determined to be non-participating or ineligible for federal aid.
- d. Will pay 100 percent of the project incentive for early completion of the project.

**PART I**

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.



2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$15,779,848, with the LPA's estimated share being \$3,855,196.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

## PART II

### Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

## PART III

### Maintenance

The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.



1. The LPA is responsible for all maintenance activities. The LPA is also responsible for restoring to original condition any cuts in surface initiated by the LPA for utilities, etc. The LPA is responsible for all maintenance on service roads to include maintenance seals, signing, striping, snow plowing, and snow removal. Limits of the LPA's responsibilities are shown on the attached map.
2. The LPA will maintain the striping for parking and any striping located on side streets.
3. The LPA will be responsible to provide a local match for the cost of the initial seal following this project, and any future seals. The local match percentage will be the same as identified in this agreement.

#### **PART IV**

##### **General:**

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility 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.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Executed by the LPA of City of Fargo, at Fargo,  
North Dakota, the last date below signed.

APPROVED:

LPA of City of Fargo

Erik Johnson

LPA ATTORNEY (TYPE OR PRINT)

Dr. Timothy J. Mahoney

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

\* Mayor

TITLE

DATE

ATTEST:

Steve Sprague

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,  
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

\*Mayor or President of Commission

CLA 17058 (Div. 38)

L.D. Approved 10-17, Rev. 08-18; C.M. 07/03/2019



**CERTIFICATION OF LOCAL MATCH**

It is hereby certified that the LPA of City of Fargo will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

Infrastructure Sales Tax, Water Utility Funds, Wastewater Utility Funds, and

Special Assessment Funds

Executed at Fargo, North Dakota, the last date below signed.

**ATTEST:**

Steve Sprague

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

**APPROVED:**

LPA of City of Fargo

Dr. Timothy J. Mahoney

NAME (TYPE OR PRINT)

SIGNATURE

\* Mayor

TITLE

DATE

\*Mayor or President of Commission

CLA 17058 (Div. 38)

L.D. Approved 02-18; Rev. 08-18; C.M. 07/03/2019



**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).



## Appendix A

## CPU-NHU-8-010(041)939 Cost Estimate and Funding Breakdown - Fargo Main Avenue

Cost Estimate:	Total	Federal	State	City
Mainline	\$7,764,260 =	\$6,283,616	\$704,218	\$776,426
Storm Sewer	\$295,480 =	\$239,132	\$26,800	\$29,548
Subtotal =	\$8,059,740 =	\$6,522,748	\$731,018	\$805,974
Construction Engineering =	\$805,974 =	\$652,275	\$73,102	\$80,597
Preliminary Engineering (Phase I & II) =	\$3,404,955 =	\$2,755,630	\$308,829	\$340,496
Watermain, Sanitary Sewer, and Landscaping =	\$2,083,677 =	\$0	\$0	\$2,083,677
City of Fargo Parks Work =	\$446,558 =	\$0	\$0	\$446,558
Right of way (Phase I & II) =	\$935,000 =	\$756,696	\$84,805	\$93,500
Subtotal =	\$15,735,904 =	\$10,687,348	\$1,197,754	\$3,850,802
Railroad Flagging =	\$43,944 =	\$35,564	\$3,986	\$4,394
Total of Engineer's Estimate =	\$15,779,848 =	\$10,722,912	\$1,201,740	\$3,855,196 *

\*Note: The costs above are estimated.

An Incentive maybe included at 100% City Cost. The Incentive limit is \$500,000.

7/3/2019

DESIGN DATA				
Traffic		Average Daily		
Current	2015	Pass: 20,070	Trucks: 410	Total: 20,480
Forecast	2040	Pass: 21,619	Trucks: 441	Total: 22,060
Clear Zone Distance: 14'		Design Speed: 30 MPH		
Minimum Sight Dist. for Stopping: 200'		Bridges: HL-93		
Pavement Design Life 30 (years) Concrete, 20 (years) HBP				
Design Accumulated One-way Heavy Trucks: 4,869,260; One-way Flexible ESALs: 1,969,049				

JOB # XX  
NORTH DAKOTA

## DEPARTMENT OF TRANSPORTATION

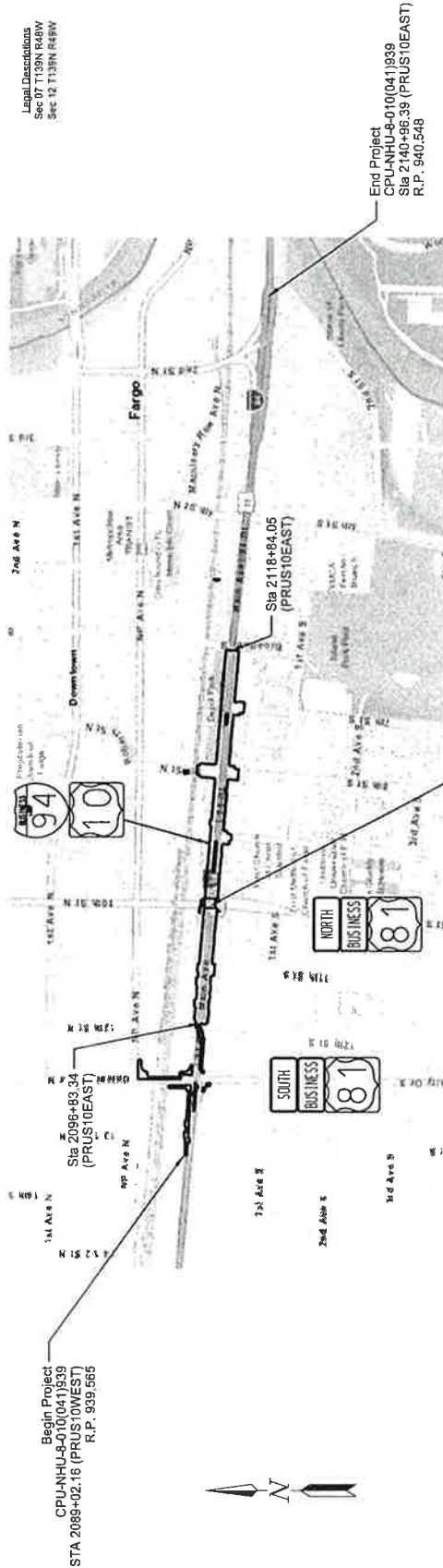
CPU-NHU-8-010(041)939

City of Fargo Improvement District No. BR-19-A1  
Fargo Main Avenue From University Drive to Broadway

Cass County  
Portland Cement Concrete Pavement, Curb & Gutter, Storm Sewer  
Sanitary Sewer, Watermain, Sidewalk, Street Lighting, Landscaping, Traffic Signals & Incidentals

**GOVERNING SPECIFICATIONS:**  
2014 Standard Specifications adopted by the North Dakota  
Department of Transportation and the Supplemental Specifications  
effective on the date the project is advertised.

<u>PROJECT NUMBER \ DESCRIPTION</u>	<u>NET MILES</u>	<u>GROSS MILES</u>
CPU-NHU-8-010(041)939	0.983	0.983



DESIGNER
Jacob Folkertinga
DESIGNER
Adrian Potter
DESIGNER
Steve McHenry
DESIGNER
Nichole Schiepp
DESIGNER
Joshua Olson
DESIGNER
Eric Laidley
DESIGNER
Devin Power
DESIGNER
Edo Hunker

STATE COUNTY MAP

per:led-up-bendley.com/qa/Document/Projects/82876010539\_0411Design-Pkg001STS\_001\_Fine.dgn

7/1/2019	8:34:58 AM	bleddley
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**SRF CONSULTING GROUP, INC.**

CITY OF FARGO

ND DEPARTMENT OF TRANSPORTATION  
OFFICE OF PROJECT DEVELOPMENT

This document is preliminary and not for construction or implementation purposes.

## REPORT OF ACTION

(32)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-20-A0 Type: Amendment #1  
 Location: University Dr N, 32<sup>nd</sup> – 40<sup>th</sup> Ave N Date of Hearing: 9/3/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/9/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Transportation Division Engineer, Jeremy Gorden, regarding Amendment #1 in the amount of \$29,586.00, for additional tasks outside of the original scope of work.

Staff is recommending approval of Amendment #1 to Apex Engineering Group.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #1.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve Amendment #1 in the amount of \$29,586.00, bringing the total contract amount to \$212,586.00, to Apex Engineering Group.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed, Utility Funds, Sales Tax & Special Assessments

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

COMMITTEE

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC

**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer – Transportation

**Date:** August 26, 2019

**Re:** Improvement District #BN-20-A0 – Amendment #1 to Professional Services Agreement with Apex Engineering Group for Design Services for Street Reconstruction Project North University Drive – 32<sup>nd</sup> Avenue North to 40<sup>th</sup> Avenue North

---

### **Background:**

Attached, from Matt Kinsella with Apex Engineering Group, is proposed Amendment #1 to the Professional Services Agreement. The proposed Amendment covers additional services associated with the North University Drive improvements project whose limits are 32<sup>nd</sup> Avenue North to 40<sup>th</sup> Avenue North. This project will be bid in 2020.

This proposed Amendment is for \$29,586.00; the Amendment is necessary to address additional work requested of Apex that was outside the original scope of work. The additional requested work includes preliminary work on an additional roadway section, an additional roadway layout, the completion of a "Runway Protection Zone" (RPZ) analysis for the FAA, preparation of a full-blown Traffic Operations Report for the NDDOT, and documentation of three cultural resources. In addition to the additional work, there were two contract deducts; one for property owner meetings and one for public information meeting. I have attached the Amendment No. 1 Agreement with scope of services and fee estimate for your review.

The original contract with Apex Engineering Group was \$183,000.00. With this Amendment, in the amount of \$29,586.00, the contract amount will become \$212,586.00.

### **Recommended Motion:**

Approve Amendment #1 in the amount of \$29,586.00 to Apex Engineering Group.

JMG/klb  
Attachment





Water | Transportation | Municipal | Facilities

701.373.7980  
4733 Amber Valley Parkway  
Fargo, ND 58104

**Engineering Services Agreement**  
**Amendment No. 1**  
**City of Fargo Project No. BN-20-A0**

**Project:** North University Drive Reconstruction – 32<sup>nd</sup> Avenue North to 40<sup>th</sup> Avenue North  
City of Fargo Project No. BN-20-A0  
Apex Project No. 18.103.0107

**Client:** City of Fargo (Engineering Department)  
Attn: Ron Solberg  
Civil Engineer II

**Background/Description of Work:**

Apex Engineering Group, Inc. was hired by the City of Fargo to provide engineering services for the above project on 09/05/18. The following Scope of Services tasks are added or expanded with this Amendment request:

- **Preliminary Design: Conceptual Layouts-Typical Sections** – The original scope included development of one (1) typical section for the corridor. In actuality, the project is moving forward with two (2) build alternative cross sections – 2 lane and 3 lane. In addition, there were several iterations of the 2-lane section that Apex evaluated, including one with the alignment shifted 5' east of the section line, and one with the alignment centered on the section line. **Amended Task = 3.02**
- **Preliminary Design: Conceptual Layouts-Geometrics** – The original scope included development of one (1) build alternative layout for the corridor. In actuality, as mentioned above Apex originally designed and modeled a 5' shifted alternative (as agreed with the City), which was reviewed at a 01/28/19 Design Meeting with the City. At that time, the City directed Apex to revise the design to include two (2) alternatives which would both be centered on the section line. This required Apex to go back and re-design and re-model the alternatives to work with these changes and within the existing ROW. **Amended Task = 3.02**
- **Prepare and Submit RPZ Analysis Document to FAA** – Apex's original scope of services assumed coordination with FAA and preparation of FAA Form 7460, however the remaining details of the required FAA permitting were unknown at that time. Once the project started and meetings were held with the Airport Authority and FAA, it was made known that Apex would need to prepare and submit a Runway Protection Zone (RPZ) Analysis Document to FAA for review. **New Task = 3.07**
- **Prepare NDDOT Traffic Operations Report** – For this project, Stonebrooke had previously prepared Intersection Control Evaluation (ICE) Reports for the 32nd Ave N and 40th Ave N intersections. In a 02/26/19 email, Seng Marohl from NDDOT indicated that NDDOT would require a full traffic operations report for this project, to be prepared in accordance with the NDDOT Traffic Operations Manual. Apex/Stonebrooke consulted with the City on this matter, and the City agreed that this report should be prepared. **New Task = 5.13**
- **Recording and Documenting 3 Cultural Resources (Juniper)** – Per Apex's 11/20/18 email to the City, included in Attachment #5. **Amended Subconsultant Task**
- **DEDUCTIONS: The following hours and cost were deducted as part of this amendment request:**
  - Task 4.01 Property Owner Meeting – deduction of 15 hours and \$1,680
  - Task 5.03 Public Info Meeting – deduction of 47 hours and \$6,160

The additional scope and cost for these added or expanded tasks are represented in the following attachments:

1. Attachment #1 - Apex Scope of Services for Amendment No. 1
2. Attachment #2 - Apex Fee Estimate for Amendment No. 1
3. Attachment #3 - Stonebrooke Scope of Services for Amendment No. 1
4. Attachment #4 - Stonebrooke Fee Estimate for Amendment No. 1
5. Attachment #5 - Email describing Juniper cultural resource work additional cost



**Fee Amendment Request:**

The total fee for work expected to be completed as part of this Amendment:

Amendment No. 1 = \$29,586.00

**Contract Terms & Conditions:**

Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above described Amendment No. 1 and additional services described herein, including attachments, to be completed under the same Terms & Conditions of the Original Agreement signed by both parties and approved by the City of Fargo on September 5, 2018.

City of Fargo Authorization:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Consultant:

Signature: Matthew T. Kinsella  
Matthew T. Kinsella

Title: Vice President

Date: 6-10-19

**Attachment #1  
Amendment No. 1  
Scope of Services  
For  
Preliminary Engineering and Environmental Document  
North University Drive Reconstruction – 32<sup>nd</sup> Avenue North to 40<sup>th</sup> Avenue North  
City of Fargo Project No. BN-20-A0**

Apex Engineering Group, Inc.  
Client: City of Fargo

**AMENDMENT NO. 1 – SCOPE OF SERVICES**

**TASK 3: PRELIMINARY ENGINEERING AND DESIGN**

**3.02 Conceptual Layouts (AMENDED TASK):**

- **Develop Typical Roadway Sections (AMENDED SUB-TASK):** The original scope stated, “Apex will work with the City of Fargo to develop the typical roadway section for the project. For this Scope of Services, it is assumed that one (1) typical section will be developed for the entire corridor.”

In actuality, the project is moving forward with two (2) build alternative cross sections – 2 lane and 3 lane. In addition, there were several iterations of the 2-lane section that Apex evaluated, including one with the alignment shifted 5' east of the section line, and one with the alignment centered on the section line. Additional hours are requested for this extra work (refer to Attachment #2).

- **Develop Preliminary Roadway Geometrics, Profiles, and Layouts (AMENDED SUB-TASK):** The original scope stated, “Apex will prepare preliminary layouts for one (1) build alternative for the project. Preliminary layouts will include horizontal geometry, vertical profile, turn lanes, and pavement marking. This task includes layout of one (1) roundabout alternative at the 40th Ave N intersection.”

In actuality, as mentioned above Apex originally designed and modeled a 5' shifted alternative (as agreed with the City), which was reviewed at a 01/28/19 Design Meeting with the City. At that time, the City directed Apex to revise the design to include two (2) alternatives which would both be centered on the section line. This required Apex to go back and re-design and re-model the alternatives to work with these changes and within the existing ROW. Additional hours are requested for this extra work (refer to Attachment #2).

- 3.07 Prepare and Submit RPZ Analysis Document to FAA (NEW TASK):** Apex's original scope of services assumed coordination with FAA and preparation of FAA Form 7460, however the remaining details of the required FAA permitting were unknown at that time. Once the project started and meetings were held with the Airport Authority and FAA, it was made known that Apex would need to prepare and submit a Runway Protection Zone (RPZ) Analysis Document to FAA for review. This task includes Apex's time to prepare and submit the document, including one (1) round of FAA comments and re-submittal. The document ended up being 58 pages long, with 10 pages of text description and analysis, and 48 pages of exhibits and cross sections.

#### **TASK 4: PROPERTY OWNER MEETING**

- 4.01 Property Owner Meeting (1 Meeting) (DEDUCTION):** The original scope of services included one (1) property owner meeting. This meeting was not needed; however, Apex did conduct coordination with the owner of Riviera Heights Mobile Home Park on several occasions. Therefore, this task is modified from the original scope, and a deduction of 15 hours is included with this amendment request (reducing the original 23 hours down to 8 hours).

#### **TASK 5: ENVIRONMENTAL DOCUMENT**

- 5.03 Public Information Meeting (1 total) (DEDUCTION):** The original scope of services included both a Public Input Meeting and a Public Information Meeting. The Public Input Meeting was held on 02/26/19; however, the City and Apex decided in February that a 2<sup>nd</sup> public meeting would not be required as part of the environmental phase. Therefore, this task is deleted from the scope of services, and a deduction of 47 hours is included with this amendment request (reducing the original 47 hours down to 0 hours).
- 5.13 Prepare NDDOT Traffic Operations Report (NEW TASK):** For this project, Stonebrooke had previously prepared Intersection Control Evaluation (ICE) Reports for the 32<sup>nd</sup> Ave N and 40<sup>th</sup> Ave N intersections. In a 02/26/19 email, Seng Marohl from NDDOT indicated that NDDOT would require a full traffic operations report for this project, to be prepared in accordance with the NDDOT Traffic Operations Manual. Apex/Stonebrooke consulted with the City on this matter, and the City agreed that this report should be prepared.

Refer to included Attachments #3 and #4 for Stonebrooke Engineering Scope of Services and Hours/Cost for this new task.

**Subconsultant Additional Work (Juniper LLC): Recording and Documenting Three (3) Cultural Resources (AMENDED TASK):** Per Apex's 11/20/18 email to the City (attached): In the original cost proposal for this project, subconsultant Juniper LLC estimated \$3,950 for the Class I and Class III inventories required. They also noted that an additional cost of \$550 per cultural resource would be incurred (if they encountered any cultural resources). During the work, Juniper ended up finding 3 cultural resources, which they needed to record and document @ \$550 each. The invoice is included in Attachment #5, where you can see this additional cost of \$1,650 as well as the \$3,950 lump sum for the work.

The additional cost of \$1,650 was not in the original cost proposal, and is therefore included in this amendment request. Refer to Attachment #5 for further information.

Task No.	Classification	Senior Engineer \$185.00			Lead Engineer \$192.00			Design Engineer \$131.00			Project Engineer \$172.00			Graduate Engineer \$106.00			Sr. Survey Crew Chief \$134.00			Survey Tech \$82.00			Sr. Exp Tech \$115.00			Total Hours	Total Labor Cost
		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost		Hours	Cost			
Task 3: Preliminary Engineering and Design																											
3.02	Conceptual Layouts	0	\$1,320				\$0				120	\$13,440			\$0							40	\$4,800	168	\$19,360		
3.07	Prepare and Submit RPZ Analysis Document to FAA	0	\$1,320				\$0				80	\$8,960			\$0							16	\$1,840	104	\$12,120		
4.01	Task 4: Property Owner Meeting (1 Mph)-DEDUCTION		\$0				\$0				(15)	(\$1,680)			\$0								(15)	(\$1,680)			
Task 5: Environmental Document																											
5.03	Public Information Meeting (1)-DEDUCTION	(16)	(\$2,640)				\$0				(15)	(\$1,680)			\$0							(16)	(\$1,840)	(47)	(\$5,160)		
Total Costs		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$19,040	0	\$0	0	\$0	0	\$0	0	\$0	40	\$4,800	210	\$23,640			
		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$19,040	0	\$0	0	\$0	0	\$0	0	\$0	40	\$4,800	210	\$23,640			
		Subconsultants:																									
		Sloanebrook Juniper \$4,296 \$1,650																									
		Total Amendment No. 1 Estimate = \$29,686																									
		Ases Pgs. No 18, 103, 9103																									

ATTACHMENT #3

**Stonebrooke Engineering**

**Amendment No. 1 – Scope of Services**

**BN-20-A0 North University Drive Reconstruction – 32<sup>nd</sup> Ave N to 40<sup>th</sup> Ave N**

**City of Fargo and Apex Engineering Group**

**Task 5.13 – Prepare NDDOT Traffic Operations Report (*NEW TASK*)**

For this project, Stonebrooke had previously prepared Intersection Control Evaluation (ICE) Reports for the 32<sup>nd</sup> Ave N and 40<sup>th</sup> Ave N intersections. In a 02/26/19 email, Seng Marohl from NDDOT indicated that NDDOT would require a full traffic operations report for this project, to be prepared in accordance with the NDDOT Traffic Operations Manual. Apex/Stonebrooke consulted with the City on this matter, and the City agreed that this report could be prepared.

This task includes the work to prepare the additional sections of the document required for the Traffic Operations Report; to complete the NDDOT Signal Warrant Analysis forms (SFN 7924); and to compile the draft and final reports.

**Deliverables:** Electronic PDF of Draft Traffic Operations Report; Electronic PDF and signed original of Final Traffic Operations Report.





ATTACHMENT #5

**Matt Kinsella**

---

**From:** Matt Kinsella  
**Sent:** Tuesday, November 20, 2018 10:00 AM  
**To:** Ron Solberg; Jeremy Gorden  
**Cc:** Dain Miller (Dain.Miller@apexenggroup.com)  
**Subject:** BN-20-A0 N University Drive - Juniper Cultural Resource Billing  
**Attachments:** Juniper\_City of Fargo-North University Dr- 32nd Ave N - 40th Ave N.PDF; 1043\_Invoice Apex NorthUniversityAveProject.pdf

Ron and Jeremy,

In our original cost proposal for the N University Drive project, our subconsultant Juniper estimated \$3,950 for the Class I and Class III inventories required. They also noted that an additional cost of \$550 per cultural resource would be incurred (if they encountered any cultural resources). I've attached their cost proposal for your reference, if you refer to Page 4 you will see these notations. Apex included the \$3,950 amount in our total cost proposal to the City, since at that time we did not know if they would encounter cultural resources.

Now that Juniper has completed the work, they ended up finding 3 resources, which they needed to record and document @ \$550 each. I have attached their invoice where you can see this additional cost of \$1,650 as well as the \$3,950 lump sum for the work.

I just wanted to notify the City of this additional cost of \$1,650 that was not included in the original cost proposal. I think for now we can continue along and see if this cost can be absorbed in the budget, but if we run out of budget at the end of the project, I just wanted to have this email on record so Apex could be reimbursed for this. Let me know if this is acceptable or if the City would prefer a different approach.

Please call or email with any questions or concerns, thank you.

**Matt Kinsella, PE**  
Project Manager

**Apex Engineering Group**  
4733 Amber Valley Parkway South  
Fargo, North Dakota 58104

Office: 701-373-7980  
Direct: 701-373-7987  
Cell: 701-306-8499  
Email: [matt.kinsella@apexenggroup.com](mailto:matt.kinsella@apexenggroup.com)  
Website: [www.apexenggroup.com](http://www.apexenggroup.com)

*This communication and any documents or files transmitted with it are confidential and are intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this communication is strictly prohibited. If you received this in error, please immediately notify Matt Kinsella at 701-373-7987.*

Date	Invoice #
11/19/2018	1043

To

---

Mr. Matt Kinsella, PE  
Project Manager  
Apex Engineering Group  
4733 Amber Valley Parkway South  
Fargo, ND 58104

For:
Cultural Resource Management Services North University Drive City of Fargo Project No. BN-20-A NDDOT Project No. SU-8-984(165), PCN 2229

P.O. #	Revision #	Vendor #	Contact Name	Contact #
			JO	

Description		Amount
Cultural Resource Management Services for North University Drive in Fargo From 32nd Ave N. To 40th Ave N. City of Fargo Project No. BN-20-A0, NDDOT Project No. SU-8-984(165), PCN 22292		
Class I Archival Literature Review, Class III Intensive Pedestrian Inventory of a 300' Wide and Approximately 1 Mile Long Corridor, Overall Project Documentation, and Consultation with the NDSHPO		3,950.00
Recording, Updating, and Documentation of Three Cultural Resources @ \$550.00/resource		1,650.00
Final Invoice		
<b>Total</b>		<b>\$5,600.00</b>

Thank you for your business! Questions please call (701) 223-6306

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(33)

Improvement District No. BR-18-A1

Type: Time Extension (CO #4)

Location: Main Ave, 2<sup>nd</sup> St - Broadway

Date of Hearing: 9/3/2019

Routing

City Commission

Date

9/9/2019

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, regarding a time extension (CO #4) requested by Dakota Underground. The reconstruction of the roundabout on Main Avenue and 2<sup>nd</sup> Street has a stipulation of needing to be completed within 75 consecutive calendar days. Due to a flood control project that Industrial Builders is constructing adjacent to the roundabout, we allowed Dakota Underground to close the intersection for 1 day to allow IBI to make a storm sewer connection.

Staff is recommending approval of the time extension (CO #4) for a 1-calendar day extension to be completed non-concurrently towards the 75-days allowed during Phase 1 of this project.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension (CO #4) as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #4) for a 1-calendar day extension, to be completed non-concurrently, toward the allowed 75-days for Phase 1 of the project.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy, NDDOT, Water Utility, Sales Tax & 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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<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

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

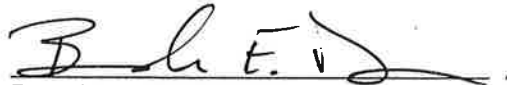
Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Project Manager  
**Date:** August 28, 2019  
**Re:** Improvement District #BR-18-A1 – Change Order #4 (Time Extension)

---

### **Background:**

Improvement District BR-18-A1 is a cost participating project between the North Dakota Department of Transportation and the City of Fargo for the reconstruction of Main Avenue from 2<sup>nd</sup> Street to Broadway. Portions of this project including the Water Main, Sanitary Sewer, and the Landscaping Structural Soil are 100% City funds.

Dakota Underground is the prime contractor.

### **Change Order #4 – Phase 1 Incentive Start/Suspension of Days:**

Phase 1 is for the reconstruction of the roundabout on Main Avenue at 2<sup>nd</sup> Street and has the stipulation of being completed within 75 consecutive calendar days. Due to the adjacent FM Diversion/City of Fargo flood control project that Industrial Builders Inc. (IBI) is constructing, we allowed Dakota Underground to close the intersection for 1 day, and then reopen. This storm sewer connection was necessary so that work on the IBI project could continue with little or no delay to that project. Once the intersection was closed to traffic again for the reconstruction calendar days resumed towards the 75 Days allowed.

There is no cost to this Change Order, this change will allow one day of work to happen non-concurrently towards the allowed 75 days as part of Phase 1 on this project.

### **Recommended Motion:**

Approve Change Order #4 for the adjustment of phasing special provision for Improvement District BR-18-A1.

Attachment

C: Thomas Knakmuhs

# North Dakota Department of Transportation

## Change Order

Change Order No: 4

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 3 CITY WATERMAIN, SANITARY SEWER, AND LANDSC: County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB &amp; GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY  
 4001 15TH AVE N  
 FARGO, ND 58102-2832

Original Contract Amount:  
 \$10,295,720.11

Date Created: 08/02/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
		ADDED CONTRACT ITEM						
		NON-PARTICIPATING (FARGO CITY FUNDS)						
108	9000	PHASE 1 INCENTIVE START/SUSPENSION OF DAYS	DAY	0.00	0.00	0.000		
Net Increase or Decrease to Date			Part	61,850.60	Non-Part	TOTALS		
						NON-PARTICIPATING		
						PARTICIPATING		

Due to This Change, the Contract Time:  
 NO CHANGE.

**Classification**

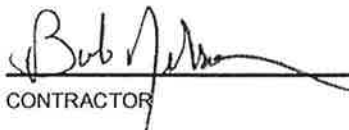
Administrative Change

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

See attached Sheets.

None

 8/14/19  
 CONTRACTOR DATE

( ) Approval Recommended  
 PROJECT ENGINEER

( ) Approved  
 DATE

CITY/COUNTY/OTHER OFFICIAL DATE

( ) Approval Recommended  
 DISTRICT ENGINEER

( ) Approved  
 DATE

REPRESENTING DATE

( ) Approval Recommended  
 OFFICE OF OPERATIONS

( ) Approved  
 DATE

CHANGE ORDER #4

CPU-NHU-8-010(043)940 – PCN 22352

This project has a Special Provision for Contract Time for Completion-Incentive for early completion of the four traffic control phases. (See the attached copies of the Contract time for Completion-Incentive SP and plan note 704-P01.)

The City of Fargo has requested that Dakota Underground (Main Ave. Project) start and suspend Phase 1 work. This request is for Dakota Underground to tie into the new storm lift station that IBI (Industrial Builders Inc.) has installed for the adjacent FM Diversion-City of Fargo project so drainage is uninterrupted. The old lift station is ready to be decommissioned. Completing this work in Phase 1 of the Main Ave. project is necessary for competing the adjacent FM Diversion-City of Fargo project. The FM Diversion-City of Fargo project also needs to be completed for the Main Ave. project to be completed. (See the attached e-mail from the City of Fargo Engineering Department.) The FM Diversion-City of Fargo project consists of flood wall, storm lift station and 2<sup>nd</sup> street south of Main Ave. Dakota Underground is currently working on Phases 2 through 4 and would not be starting Phase 1 for several weeks.

This would start and suspend the calendar days for the possible incentive for Phase 1. The Special Provision "Contract Time for Completion-Incentive" states that if Phase 1 is completed in 75 consecutive calendar day or less, an incentive per calendar day will be given etc.

This work will use one day of the 75-day Phase 1 completion stipulation.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

Revised 2/20/19

**SPECIAL PROVISION****CONTRACT TIME FOR COMPLETION-INCENTIVE****CPU-NHU-8-010(043)940 - PCN 22352****DESCRIPTION**

This provision outlines the contract time provisions on the above referenced project. Also included are requirements for earning an incentive for early completion of the project.

**CONTRACT TIME FOR COMPLETION**

If the project is not complete by October 18, 2019 liquidated damages will be charged for each calendar day after October 18, 2019 that the work remains incomplete in accordance with Standard Specification 108.07.

**INCENTIVE FOR EARLY COMPLETION OF THE PROJECT**

If Phases 2-4 are completed prior to September 15, 2019 an incentive payment of \$10,000 per calendar day for each day before, and including September 15, 2019 that phases 2-4 are complete. The maximum incentive payment for phases 2-4 will be \$300,000. Holidays and Sundays will be counted as calendar days for application of the incentive.

If Phase 1 is completed in 75 consecutive calendar days or less, an incentive of \$10,000 per calendar day up to a maximum of \$200,000 for Phase 1. Holidays and Sundays will be counted as calendar days for application of the incentive. Consecutive calendar days for this phase will start when the SB to EB and WB to NB traffic movements are closed at the 2<sup>nd</sup> St and Main Avenue intersection.

Any changes in the work, including but not limited to changed conditions, added items of work, increased quantities, or increased calendar days will not result in adjustments to either incentive date, or other incentive stipulations. The elimination of work items, decreases in quantities, or changes resulting in a reduction of the scope of work may result in the incentive date being moved to an earlier date, and changes to the incentive stipulations.

**LIQUIDATED DAMAGE FOR LATE COMPLETION OF TRAFFIC CONTROL PHASES**

If the work on Main Avenue identified for any phase (1-4) of the plans is not completed within the days stated in Plan Note 704-P01, liquidated damages will be charged. The liquidated damage charge will be at a rate of \$1,500 per calendar day for each calendar day after the calendar days allowed for application of the liquidated damage. There is no limit on the amount of liquidated damage which may be charged.

**BASIS OF PAYMENT**

Any incentive payment will be addressed as a lump sum item on the progressive estimate. Any incentive that is earned will not be paid until signal and electrical inspections are completed and all work outlined in the inspection is completed to the satisfaction of the engineer.

If a progress estimate or final estimate, including incentives, indicates that the NDDOT has overpaid the contractor an amount exceeding the retainage the contractor shall submit a certified check for the amount of the overpayment to the NDDOT within 30 calendar days of the payment notice.

**Carlstrom, Duane R.**

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**From:** Scott Olson <solson@FargoND.gov>  
**Sent:** Thursday, July 25, 2019 4:24 PM  
**To:** Carlstrom, Duane R.  
**Cc:** Aaron Nelson; Thomas Knakmuhs; Rick Larson; Peyerl, Joe X.  
**Subject:** 60-inch storm connection

Duane,

As we have discussed the last couple days regarding the 2<sup>nd</sup> Street storm sewer connection;

Industrial Builders (IBI) has completed their portion of the work on the Storm Sewer Lift Station for FM Diversion project WP42E and are ready to decommission the old lift station near 2<sup>nd</sup> Street. To complete this work Dakota Underground (Dakota) is required under contract to connect the new storm sewer infrastructure on 2<sup>nd</sup> St to the new left station so that drainage is uninterrupted. Once IBI relinquishes control, Dakota has/had 14 days to complete the work, as stated in General Note 100-P01:

**100-P01 COORDINATION OF PROJECTS:** The FM Diversion WP42E project consists of work to a Flood Wall, Storm Lift Station, and 2<sup>nd</sup> St south of Main Avenue. This project will be occurring simultaneously by others. During the 2019 construction season the WP42E contractor (Industrial Builders, Inc) will control 2<sup>nd</sup> St S from the removable flood wall north to Main Ave until July 31<sup>st</sup>, 2019. On August 1<sup>st</sup>, 2019 the WP42E contractor will relinquish control of 2<sup>nd</sup> St S north of the floodwall. The existing storm lift station and outfall, in the southeast quadrant of 2<sup>nd</sup> Street and Main Avenue, will remain operational until July 31<sup>st</sup>, 2019. On August 1<sup>st</sup>, 2019 the new WP42E storm lift station and outfall, in the southwest quadrant of 2<sup>nd</sup> Street and Main Avenue, will be operational. Installation of storm sewer in the 2<sup>nd</sup> St intersection under this contract will occur in such a manner so that drainage is uninterrupted, and traffic is not unnecessarily impeded with closures.

Industrial Builders has indicated the new WP42E storm lift station could be operational as early as July 10, 2019. If Industrial Builders completes their work early and relinquishes control prior to July 31, 2019, the Contractor must commence work in the area prior to August 1, 2019 contingent upon Engineer approval.

Dakota has indicated they would be able to mobilize into 2<sup>nd</sup> Street to complete this storm sewer connection tomorrow and estimates the work to take **1 ½ -days**. The connection requires traffic be closed at 2<sup>nd</sup> Street. As stated in General Note 704-P01, traffic closure in Phase 1 will begin the 75-day window to substantially complete the phase:

- 2. Phase 1:** Phase 1 includes all work on 2<sup>nd</sup> St and all work on Main Ave from approximately Sta. 2134+25 to Sta. 2142+64. See note 714-P07 for temporary stormsewer connection. The Contractor is required to maintain the westbound to northbound and southbound to eastbound traffic movement on 2<sup>nd</sup> Street. The Contractor will have 75 calendar days to substantially complete the work in Phase 1 once westbound to northbound and southbound to eastbound traffic movement is eliminated.

It is of mutual benefit to all parties that this connection be made as soon as possible. The City of Fargo and Dakota have discussed a temporary closure of traffic at 2<sup>nd</sup> Street (Phase 1) to complete this connection, and once completed Dakota would install an asphalt surface that would allow traffic to re-open. The City recommends that Dakota be allowed to perform the storm sewer work as soon as they are able and that the time taken, in full-day increments, to complete the

work be counted against the 75-day Phase completion stipulation. If Dakota completes the work in 1 ½ days as estimated they would lose 1 calendar day in the Phase 1 substantial completion stipulation.

Once the underground work is completed the day "count" will be halted until a full traffic closure to resume work in Phase 1 is in place.

Please let me know if there are any questions.

Scott Olson, PE  
Civil Engineer II  
City of Fargo  
Engineering Department  
Office: (701) 476-6628  
Cell: (701) 730-8694  
[solson@FargoND.gov](mailto:solson@FargoND.gov)

STATE	PROJECT NO.	SECTION NO.
ND	CPU-NHU-8-010(043)940	6

Keyways will only be allowed when placing concrete in forms. Keyways will not be allowed when concrete is slip-formed. Pour curb & gutter separate from adjacent concrete pavement.

TRAFFIC CONTROL SUPERVISOR: Provide a Traffic Control Supervisor.

TRAFFIC CONTROL PHASING: The traffic control details, as indicated in the plans, have been developed based on the premise that the project will be constructed in four phases. The traffic control devices list includes the required number of devices for each phase. Enough traffic control devices have been included to construct each phase independently; however it is anticipated that multiple phases will be constructed concurrently. Include all costs to remove and reset traffic control devices in the contract unit price for each item.

The project does not require that construction occur in sequential order of Phases 1, 2, 2A, 3 and 4. All Phases may be constructed concurrently with the exception of Phase 2 and Phase 4.

General Traffic Control Phasing and Interim Completion Requirements:

1. At no time will the intersections of Broadway (Phase 4) and 4<sup>th</sup> St (Phase 2A) be closed simultaneously.
2. Phase 1: Phase 1 includes all work on 2<sup>nd</sup> St and all work on Main Ave from approximately Sta. 2134+25 to Sta. 2142+64. See note 714-P07 for temporary stormsewer connection. The Contractor is required to maintain the westbound to northbound and southbound to eastbound traffic movement on 2<sup>nd</sup> Street. The Contractor will have 75 calendar days to substantially complete the work in Phase 1 once westbound to northbound and southbound to eastbound traffic movement is eliminated.
3. Phase 2: Phase 2 includes all work on 4<sup>th</sup> St and all work on Main Ave from approximately Sta. 2126+20 to approximately Sta. 2134+25. The Contractor will have 100 calendar days to substantially complete the work in Phase 2 and Phase 2A.
4. Phase 2A: Phase 2A includes all work on 4<sup>th</sup> St and all work on Main Ave from approximately Sta. 2126+20 to approximately Sta. 2127+50. The Contractor will have 55 calendar days to substantially complete the work in Phase 2A. Phase 2A is a sub-phase of Phase 2 and must be completed within the time constraints of Phase 2.
5. Phase 3: Phase 3 includes all work on Main Ave from approximately Sta. 2120+00 to approximately Sta. 2126+20. The Contractor will have 75 calendar days to substantially complete the work in Phase 3.
6. Phase 4: Phase 4 includes all work on Broadway and all work on Main Ave from Sta. 2118+30 to approximately Sta. 2120+00. The Contractor will have 75 calendar days to substantially complete the work in Phase 4.

Days are counted from the time that construction traffic control devices are set up to restrict the public from the work zone until the work has met substantial completion and the construction

This document was originally issued and sealed by Christopher S. D. Registration Number PE-8256 on 02/06/19 and original documents is stored at the North Dakota Department of Transportation

NOTES

Traffic control devices are removed allowing the public to resume activity.

PORTABLE CHANGEABLE MESSAGE SIGN: Install two portable changeable message signs in advance of the project limits, one west of Broadway and one East of 2<sup>nd</sup> Street, two weeks prior to beginning construction. Location of portable changeable message signs may change depending upon active construction phase at the discretion of the Engineer.

PEDESTRIAN FACILITIES AND ACCESS: Provide pedestrian access to all businesses along Main Avenue unless access to the property is approved by the business owner. Leave 5' of the existing sidewalk in place for pedestrian use while constructing the road. Separate the sidewalk from the construction zone with longitudinal barriers. Only remove sidewalk where it is necessary to install utilities until all work on the roadway is complete. Provide temporary non-skid, hard surface, ADA compliant path and transitions for all temporary obstructions of the sidewalk. Include costs for the installation and maintenance of transitions in the contract unit price for "Sidewalk Concrete Rein".

Provide a temporary delineated path on the roadway, exclusive for pedestrian use, prior to sidewalk removal. Provide temporary pedestrian detectable edges, and pedestrian longitudinal barriers. Locate the temporary path directly in the middle of the road so that the Contractor has room to work adjacent to the curb and gutter to remove and replace the sidewalk. Maintain the pedestrian path until pedestrian traffic can return to the sidewalk. Include all cost for installation, removal, labor, materials, and maintenance of the temporary pedestrian facilities in the contract unit prices for "Pedestrian Longitudinal Barricade", and "Temporary Curb Ramp".

See section 100 plans for additional details.

TEMPORARY PEDESTRIAN ACCESS ROUTE: Provide a minimum, continuous, clear width of 48", free of obstructions. Where the clear width of a temporary pedestrian access route is less than 60", provide pass spaces with minimum dimensions of 60"x60" at intervals of 200' or less.

Use pedestrian channeling devices to close sidewalks and to delineate an alternate route. When used to close a sidewalk, cover the entire width of the sidewalk with the device. When channelizing devices are combined in a series, maintain a maximum gap of 1" between devices. Provide crashworthy pedestrian channelizing devices when exposed to vehicular traffic.

Provide pedestrian channelizing devices with continuous bottom and top surfaces. Maintain the lower edge of the bottom portion no higher than 2" above the walkway with the top edge of the bottom portion at least 8" above the walkway. Maintain a smooth top surface to optimize hand-trailing with the top at least 32" above the walkway. A Hand-Trailing Edge is the upper rail on a pedestrian channelizing device but is not a weight bearing railing. Maintain both upper and lower surfaces within a common vertical plane. When not exposed to traffic, use 6" minimum sheeting or other contrasting materials to provide an alternating pattern of light and dark colors on the upper surface of the Pedestrian Channelizing device. Non-reflective materials may be used on the pedestrian side of the Pedestrian Channelizing device.

TEMPORARY CURB RAMPS: Provide curb ramps with a firm, stable, non-slip surface the same width (48" minimum) as the Temporary Pedestrian Access Route (TPAR). Maintain a clear space above and below the curb ramp of at least 48"x48".



## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. VF-19-C1 Type: Selkirk Place First Addition Developer's Agreement

Location: Selkirk Place First Addition Date of Hearing: 8/19/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/9/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Brenda Derrig</u>

The Committee reviewed the attached draft of a Developer's Agreement for the private construction of the development known as Selkirk Place First Addition. Staff is seeking approval to carry this document forward after review and acceptance by the Developer for Commission approval. This would be contingent upon there being no material changes to the agreement with the Developer's review.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to recommend approval of the Developer's Agreement associated with the private installation of public utilities in Selkirk Place First Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Selkirk Place First Addition Developer's Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & 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

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

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"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E.  
 Assistant City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Brenda Derrig, City Engineer  
**Date:** August 15, 2019  
**Re:** Developers Agreement for Selkirk Place First Addition

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### **Background:**

Attached you will find a request from Earleyne Hector and R. Scott Carey, Developer, requesting that the infrastructure improvements for Selkirk Place First Addition be installed privately. They are looking to complete the infrastructure this year and this cannot be accomplished through the public bidding process.

Attached you will find a draft Developer's Agreement. We are currently completing review of the document with the Developer, but need to keep it moving so the appropriate approvals can be completed to keep their project moving.

### **Recommended Motion:**

Approve the Developer's Agreement for Selkirk Place First Addition utilities and paving.



# Rose Creek Development

RS Carey Land Company

August 14, 2019

Re: Selkirk First Addition – Request to Install Improvements

Brenda,

Please consider this letter and the included exhibit as our official request to fund and construct the infrastructure improvements for the initial phase of Selkirk First Addition. The attached exhibit shows the proposed improvement locations. We are requesting approval to construct the improvements for the following locations:

- Robins Lane South
- Selkirk Drive South from 64<sup>th</sup> Avenue South to approximately 100 feet south of 66<sup>th</sup> Avenue South including the Cul-de-Sac east of Robins Lane South
- 66<sup>th</sup> Avenue South
- 33<sup>rd</sup> Street South
- 32<sup>nd</sup> Street South

We are requesting to start construction on this project as soon as possible. Thank you for your considerations.

Sincerely,

Earleyne L. Hector  
Rose Creek Development  
4440 Carrie Rose Lane  
Fargo, ND 58104

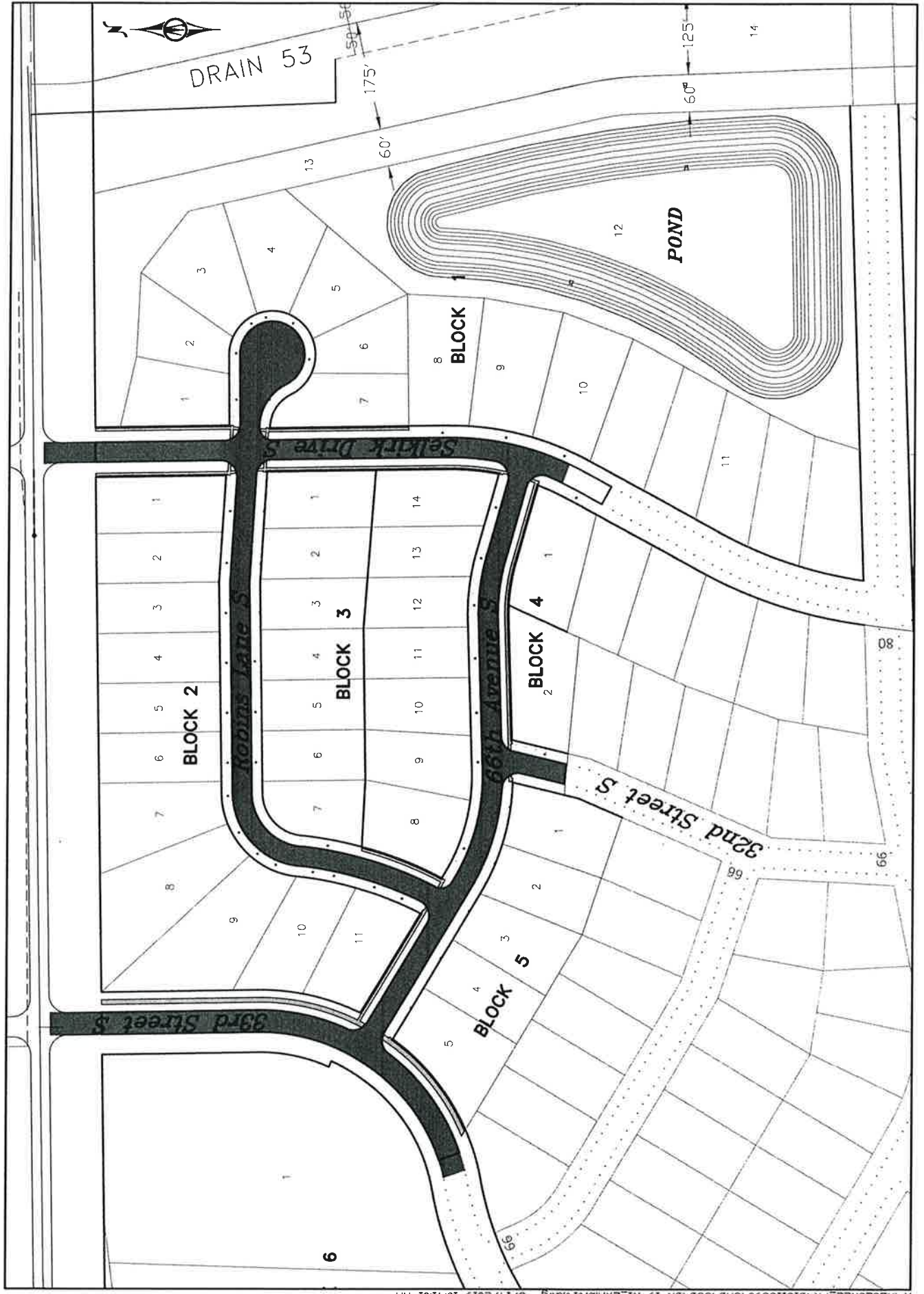
R Scott Carey  
R S Carey Land Company  
1615 SE Main Avenue  
Moorhead, MN 56560  
218-979-6099  
scott@rscareyland.com

Selkirk Addition - Improvement District BN-19-K1

City of Fargo

Figure #: 1

07-2019



### **Selkirk Place First Addition Development and Assessment Agreement**

This agreement, made and entered into between Rose Creek Development Corp. a North Dakota Corporation, “Developer”, the City of Fargo, a North Dakota municipal corporation, “City”, and Cass Rural Water Users District, a North Dakota political subdivision, (“Cass Rural Water”), for the purpose of cooperative development of infrastructure, including installation of public improvements for Selkirk Place First Addition (“Project”) an unplatted portion of the North Half of Section 11, T138N, R49W and a Replat of Auditors Lot 1 and a Portion of Auditors Lot 2 and a Replat of Lots 1, 2, 3, 17, 18 & 19 of South Haven Subdivision (A Major Subdivision), “Development Property”.

1. Developer holds all right, title and interest in the Development Property.
2. Developer intends to privately fund installation of certain public improvements, namely underground utilities, paved roads, street lighting, detention pond excavation, water service infrastructure, and flood risk reduction features (“Infrastructure Improvements”).
3. City and Cass Rural Water support privately funded Infrastructure Improvements and will both provide design and construction oversight.
4. Developer hereby gives City and Cass Rural Water, and those parties’ officers, employees, agents, representatives and contractors, license and right of entry and access upon, over, across and through the Development Property for the purposes stated herein, at all times, until such time as the stated purpose is completed.
5. Developer will directly contract for engineering and construction services for the Infrastructure Improvements, and will make direct payment for the services. Developer’s contractor(s) and engineer (s) must be licensed under the laws of the State of North Dakota, and otherwise be responsible bidders as determined by City.
6. Developer shall be responsible for compliance with all City construction standards and specifications, including but not limited to compliance with the City of Fargo Requirements for Engineering Services on Public Construction Projects, dated April 2015, as modified from time to time by the City Engineering.
7. City and Cass Rural Water shall have no obligation, liability, or responsibility for any payment arising from Developer’s work under this Agreement. In no event will City or Cass Rural Water be responsible for any payments, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work. Notwithstanding the foregoing, the City shall reimburse

the Developer for the additional cost associated with the oversized storm sewer on Selkirk Drive and the additional depth of the retention pond to support the arterial drainage of 64<sup>th</sup> Avenue South. The City shall also reimburse the Developer for the additional cost of the sanitary sewer on 31<sup>st</sup> Street that supports future development south of the development property to 76<sup>th</sup> Avenue South. These shall be determined as follows:

- a. Storm Sewer pipe – Additional cost from 36” to 54” at \$95 a linear foot, 48” to 54” Flared End Section at \$2,025 and upsize of Storm Sewer Manholes 1(\$3,000), 2(\$0), 19(\$6,900), 20(\$6,900), 21(\$5,200), and 22(\$6,900) at \$28,500. City agrees to pay a 3% design fee for each additional cost as indicated herein in an amount not to exceed \$4,000.
- b. Retention Pond – Additional depth associated with the added runoff from the arterial 64<sup>th</sup> Avenue South drainage. The City agrees to pay developer \$2.30 a cubic yard estimated at 19,935 CY, which sum represents excavation, hauling and stockpiling of additional material. City agrees to pay a 3% design fee for the additional cost as indicated herein in an amount not to exceed \$6,500.
- c. Sanitary Sewer pipe – Additional cost from 12” to 15” at \$52 a linear foot and additional manhole depth at \$265 for Sanitary Sewer Manhole 1, 2, 4, and 5 and \$400 for Sanitary Sewer Manhole 3.
  - i. These costs shall be allocated in accordance with the City special assessment policy, to include the Development Property, the unplatted annexed, and unannexed benefitting property. The City shall reimburse for the cost allocated to the unannexed benefitting property.
- d. Any change orders associated with the above items must be agreed upon by both parties for developer to receive payment.

All work must comply with the City Standard Specifications for Construction.

The City of Fargo - Standard Specifications for Construction

8. Developer and City agree that the costs associated with assessment amount paid to the developer by the City of Fargo for Lot 1 Block 6 (Fire Department Lot) shall be calculated using the City of Fargo’s assessment policies and procedures. The costs to be allocated includes all of the project costs associated with the development of the land less the allowable regional assessment amounts refunded to the Developer.
9. Developer will make an Infrastructure Request for preliminary acceptance of the Infrastructure Improvements prior to construction. All design and construction work completed is done so at the Developer’s sole risk.

10. City agrees it will assume all operation and maintenance requirements in public right of way for sanitary sewers, lift stations, flood risk reduction features, streets, street lights, and signage only upon final acceptance by the City; Cass Rural Water will assume all operation and maintenance requirements regarding water service infrastructure following proper installation and construction.
11. City agrees to accept the Infrastructure Improvements, with the exception of the water service infrastructure, located within the public right of way and or easements provided design and construction are compliant with all terms, conditions and limitations set forth herein. Cass Rural Water will accept the water service infrastructure and easements for those improvements only following proper installation and construction.
12. Developer agrees to pay City 4% of the actual cost of the Infrastructure Improvements as an oversight fee.
13. Developer understands and agrees that City and Cass Rural Water (regarding water service infrastructure) shall have final approval for all Infrastructure Improvements, and sole discretion to accept the Infrastructure Improvements upon completion. Developer proceeds at its own risk that the Infrastructure Improvements may not be accepted by City or Cass Rural Water. Neither City nor Cass Rural Water will accept any responsibility for the Infrastructure Improvements until final approval.
14. City and Cass Rural Water reserve the right to reject the Infrastructure Improvements. City and Cass Rural Water agree to identify the deficiencies, and Developer agrees to correct and/or repair the Infrastructure Improvements to City's or Cass Rural Water's satisfaction within 90 days from City's or Cass Rural Water's notice of rejection, unless a longer time is agreed to in writing. City and Cass Rural Water reserve the right to remedy the Infrastructure Improvements deficiencies and assess the Development Property for the cost, in accordance with the terms herein.
15. Developer agrees to furnish to City and Cass Rural Water plans for Infrastructure Improvements for review at specified intervals. City and Cass Rural Water shall review the plans for consistency and compliance with City Standard Specifications for Construction. City and Cass Rural Water shall further make design suggestions as appropriate. Review by the City and Cass Rural Water shall not be construed as an endorsement of the design; design is Developer's sole responsibility.
16. City and Cass Rural Water shall conduct inspections throughout the construction process to gage compliance with City Standard Specifications for Construction. Developer remains primarily responsible for inspection services.



17. Developer agrees to indemnify, release and hold harmless City and Cass Rural Water for any and all design and construction deficiencies, and any damages arising as result thereof, including consequential and foreseeable damages resulting from the City's or Cass Rural Water's rejection of the Infrastructure Improvements.
18. Developer shall require Developer's licensed contractor to name City and Cass Rural Water as an additional insured, and shall provide City and Cass Rural Water with proof of such insurance before commencing any construction activities.
19. Start of work. Developer's inspector shall notify the City Engineer and Cass Rural Water no later than 48 hours prior to the commencement of work. The City and Cass Rural Water shall further be notified 48 hours in advance of the commencement of underground utilities, and be provided the opportunity to inspect installations prior to backfilling occurring.
20. All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices.  
[http://mutcd.fhwa.dot.gov/pdfs/2009/pdf\\_index.htm](http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm)
21. Hours of Work. Developer is directed to be cognizant of the noise level associated with construction activities, and encouraged to curtail especially loud construction activities before 7:00 a.m. and after 7:00 p.m.
22. Reports. Developer's Engineer reports shall be filed in the City Engineer's office bi-weekly.
23. Testing.
  - a. Certification: Testing performed by the Developer or a testing company for the Developer shall be done under the supervision of a Registered Professional Engineer and certified by the same. Testing shall be done in accordance with appropriate ASTM; AASHTO or other recognized Standards.
  - b. Test Results: Results of all field tests shall be recorded on the daily inspection report. The inspection report shall note any samples taken for laboratory tests and the location that said samples were taken and any field or visual inspections made on said samples when they were taken.
  - c. Testing Requirements: Developer shall submit a proposed testing schedule to the City Engineer. The schedule shall designate the testing firm responsible for



performing the necessary tests. Developer shall designate the number and types of tests necessary to ensure compliance.

24. City shall conduct a televised video inspection and report of all gravity sanitary and storm sewer installed within the Development Property. Paving may not commence until City accepts the underground Infrastructure Improvements.
25. Building permits will be issued only when the Infrastructure Improvements are fully and finally accepted by City along with the Letter of Map Revision Documents. In accordance with the following agreed upon phases of construction:

Phase I – Selkirk Drive S, Robins Lane and 66th Ave S, to include the lots in Blocks 1, 2 and 3 of the plat.

Phase II - The remaining utilities and streets in the plat, to include 33rd Street S, the remainder of 66th Avenue S and 32nd Street S, Blocks 4, 5 and 6

When the privately funded infrastructure is accepted and LOMR documents received for Phase I, building permits may be issued for all lots in Blocks 1, 2 and 3.

When the privately funded infrastructure is accepted and LOMR documents received for the remainder of Selkirk First Addition, all lots in the remainder of Selkirk First Addition may be issued.

26. Acceptance Procedures and Requirements of Final Acceptance. Upon completion of the Infrastructure Improvements, Developer shall submit a written final inspection request, indicating substantial completion. Developer shall include as-built plans and specifications, shall note any deficiencies and indicate intended course and timing of resolution.

City will schedule a final inspection. The Infrastructure Improvements shall be clean and free of debris at the time of inspection. Water valve boxes, curb stops, manholes and inlets shall be exposed. The condition of paving, boulevards, street lights, signing and all other public infrastructure shall also be assessed. A thorough inspection of any lift stations will be conducted. City Engineer and Cass Rural Water, with the aid of the Street and Water Departments, will complete a listing of items requiring remedial action (punch list) noted during the inspection.

27. Inspection Report. A report shall be compiled, bound, and submitted to the City Engineer and Cass Rural Water. The report shall include sequential copies of all daily

reports, weekly reports, material tests, field diaries and survey notes. The report shall also include a copy of the final inspection report and indication that punch list items have been completed and accepted. City shall provide a Certificate of Acceptance letter upon final acceptance of the Infrastructure Improvements.

28. Developer shall deliver to City and Cass Rural Water all Operations and Maintenance manuals and/or Maintenance Crew Training Specifics in advance of final acceptance.
29. Warranty. Contractor remains responsible for maintenance, repair, and deficiency corrections during the warranty period. Developer shall assign all warranties to City and Cass Rural Water at the time of final acceptance.
30. Developer agrees that failure to secure acceptance from City of the Infrastructure Improvements may result in the establishment of a special assessment district for the purpose of financing the completion of the Infrastructure Improvements to City's approval standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of cost thereof to the Development Property. Developer further waives its right to protest the amount, benefit or any other assessment attribute related to the installation and construction of the Infrastructure Improvements. Project costs which may be assessed against the Development Property include all costs of completing the construction of the Infrastructure Improvements.
31. Cass Rural Water Users District will have exclusive jurisdiction to provide water service to the Development Property in accordance with 7 U.S.C. § 1926(b) and N.D. Cent. Code §6-09.4-22. All portions of the Development Property are subject to Cass Rural Water Users District's membership and water service guidelines, rules, regulations, policies, rates, fees, and requirements in effect as of the date of this Agreement, as may be amended. Developer will not seek or obtain water service from any other providers regarding any portion of the Development Property.
32. During construction it is anticipated there may be limited access to the site for fire and police protection. Developer assumes all risks associated with such limited access, and agrees to release, indemnify, defend and hold City harmless from any and all damages, liability and claims as a result thereof, including attorney's fees.

33. The Developer shall be responsible for completing the levee application with the State Water Commission. No permanent levee work shall be completed until the permit is received. In the event of a Flood in the Spring of 2020, Developer understands and agrees that flood protection along the south line of the Improvements on the Development Property shall be the Developer's responsibility. City agrees to assist in the planning of the temporary flood protection and agrees to construct the temporary levee along Drain 53.
34. Developer expressly agrees to release, hold harmless, defend, and indemnify City and Cass Rural Water, and those parties' officers, employees, agents, representatives, and contractors from any and all liability, losses, damages, claims, demands, actions, judgments, and executions in any way arising out of or regarding the Project, including the manner of the creation of the special assessment district. Developer's duties to release, hold harmless, defend, and indemnify City and Cass Rural Water, and those parties' officers, employees, agents, representatives, and contractors as described above include, but are not limited to, any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to the Developer, or Developer's officers, agents, representatives, employees, or contractors and/or to claims, demands, actions, causes of action, or claims for relief for contribution and/or indemnity for injury alleged to the person or property of any other person or party, whether natural or not, other than the Developer. Developer agrees to reimburse City and Cass Rural Water, and those parties' officers, employees, agents, representatives, and contractors for any costs or expenses, including reasonable attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, for any alleged action or omission of City and Cass Rural Water, or any those parties' officers, employees, agents, representatives, and contractors, or in any way arising out of or regarding the Project, the manner of the creation of the special assessment district described above, and including any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement. The defense and indemnification provisions of this agreement do not apply to claims based upon the negligence of the City, its employees, contractors, subcontractors or agents.
35. Developer will not transfer or assign this Agreement or any of the Developer's rights or obligations under this Agreement without the express written consent of City, including upon any sale of the Development Property or any portion of the Development Property.

36. Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
37. No Forbearance. The failure or delay of City or Cass Rural Water to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City or Cass Rural Water to enforce each and every term of this Agreement.
38. Survival of Agreement. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
39. Time is of the Essence. Time is of the essence of all of the Developer's obligations under this Agreement.
40. Entire Agreement. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
41. Modifications. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.



City of Fargo, a North Dakota  
Municipal Corporation

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

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

ATTEST:

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

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

(SEAL)



CASS RURAL WATER  
USERS DISTRICT

---

Jon Zuther, President

ATTEST:

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Barry Bowman, Secretary

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said County and State, personally appeared Jon Zuther and Barry Bowman, known to me to be the President and Secretary-Treasurer, respectively, of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.

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Notary Public, Cass County, ND  
My Commission Expires:

(SEAL)

**MEMORANDUM OF AGREEMENT**  
**REGARDING DEVELOPMENT AGREEMENT**

**THIS IS A MEMORANDUM OF AN AGREEMENT**, made and entered by and between Rose Creek Development Corp., “Developer”, the City of Fargo, a North Dakota municipal corporation, “City”, and Cass Rural Water Users District, a North Dakota political subdivision, (“Cass Rural Water”), for the purpose of cooperative development of infrastructure, including installation of public improvements for Selkirk Place First Addition (“Project”) located (Legal) “Development Property”, more fully described in Exhibit “A.”

The parties have entered into an Agreement Regarding Selkirk Place First Addition Development and Assessments dated as of the \_\_\_\_ day of \_\_\_\_\_, 2019, (hereinafter referred to as the “Agreement”) concerning certain property situate in the City of Fargo, Cass County, North Dakota, more fully described in Exhibit “A” attached hereto (“Development Property”).

1. As a part of said Agreement, Developer will design and construct Infrastructure Improvements in the Development Property.

2. As a further part of the Agreement, Developer agrees to assessment of the Development Property, as follows:

Developer agrees that failure to secure acceptance from City of the Infrastructure Improvements may result in the establishment of a special assessment district for the purpose of financing the completion of the Infrastructure Improvements to City's approval standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of cost thereof to the Development Property. Developer further waives its right to protest the amount, benefit or any other assessment attribute related to the installation and construction of the Infrastructure Improvements. Project costs which may be assessed against the Development Property include all costs of completing the construction of the Infrastructure Improvements.

3. This Memorandum Agreement incorporates by reference all the other terms and provisions of the Agreement above-described, a copy of said Agreement being on file at the office of the City Auditor, Fargo City Hall, 225 North Fourth Street, Fargo, North Dakota.
4. The property that is the subject of the Agreement is the Development Property, above-described.
5. As provided in said Agreement, all provisions of said Agreement shall be deemed binding upon the successors and assigns of the parties hereto, including any Purchaser of any of the Development Property, in accordance with the terms thereof. Developer agrees to apprise any buyers or intended assigns of the existence and content of the Agreement.

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

Its:

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for said county and state, personally appeared \_\_\_\_\_, to me known to be the persons described in and that executed the within and foregoing instrument.

Notary Public  
Cass County, ND

City of Fargo, a North Dakota  
Municipal Corporation

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

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

ATTEST:

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

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

(SEAL)

CASS RURAL WATER  
USERS DISTRICT

---

Jon Zuther, President

ATTEST:

---

Barry Bowman, Secretary

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said County and State, personally appeared Jon Zuther and Barry Bowman, known to me to be the President and Secretary-Treasurer, respectively, of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.

---

Notary Public, Cass County, ND  
My Commission Expires:

(SEAL)



## City of Fargo Engineering Letterhead

(Date)

Developer \_\_\_\_\_

Address

Pursuant to the terms of the \_\_\_\_\_ Development and Assessment Agreement dated \_\_\_\_\_ (date), this letter constitutes notice of the City of Fargo's final acceptance of the Infrastructure Improvements. The contractor's warranty shall be assigned to the city of Fargo.

Signed City Engineer or Designee



September 5, 2019

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

Re: Land Swap Agreement

Dear Commissioners:

On April 29, 2019, the Finance Committee approved the land swap between the City of Fargo and Earlyne Hector within the proposed Selkirk Place First Addition for a future Fire Station site.

Attached you will find the ROA from Finance Committee along with the supporting documentation and the Land Exchange Agreement associated with the land swap.

**RECOMMENDED MOTION:**

Approve the Land Exchange Agreement with Earlyne Hector within the proposed Selkirk Place First Addition.

Respectfully,

Brenda E. Derrig, P.E.  
City Engineer

BED/klo  
Attachments

REPORT OF ACTION**FINANCE COMMITTEE****Project:** Land Swap**Type:** Land Swap for future Fire Station**Location:** Selkirk Place First Addition**Date of Hearing:** April 29, 2019

<u>Routing</u>	<u>Date</u>
City Commission	September 9, 2019
Project File	<u>                    </u>

Chief Dirksen reviewed a proposal to swap City owned land just west of Drain 53 and south of 64<sup>th</sup> Avenue south with a proposed lot further west that will be platted in Selkirk Place First Addition. The developer is interested in the land swap that is mutually beneficial for the development of the land south of 64<sup>th</sup> Avenue south and east of Interstate 29. He explained that the parcels of land are similar and the new location would be preferable. He also stated that an ambulance garage could be co-located on this parcel of land. The Committee approved the request.

**MOTION:**

On a motion by Bruce Grubb, seconded by Michael Redlinger, the Finance Committee voted to approve the land swap.

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

Kent Costin  
Finance Director

# CITY OF Fargo Fire Department

## MEMORANDUM

**TO:** FINANCE COMMITTEE

**FROM:** FIRE CHIEF STEVE DIRKSEN

**DATE:** APRIL 23, 2019

**SUBJECT:** LAND SWAP ALONG 64<sup>TH</sup> AVE. S

The City of Fargo currently owns a parcel of land located just west of Drain 53 and south of 64<sup>th</sup> Ave. S. This location was identified several years ago as a potential site for the next fire station. Recently a developer has been working with the Planning Department to develop the land south of 64<sup>th</sup> Ave. S. and east of Interstate 29 up to Drain 53.

In the process of working through site development for annexation and development, discussion came to what was going to happen with the land that is owned by the City of Fargo. The developer was told that the Fire Department was interested in the City owned land for a future fire station. The developer contacted me to discuss plans for their development. I told the developer that I was hopeful that the land could be used for a future fire station. The developer asked if it would work to swap the land that the City owns for a similar sized piece of land further to the west. I indicated that it would work from my perspective.

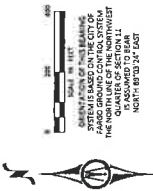
The developer then had a plat drawn that shows the swap and commitment to setting aside a lot in the development for a future fire station. The current plat shows approximately a 4 acre site for the future fire station in the development along 33<sup>rd</sup> St S. During the planning phase it was indicated that the City would need some additional right of way along 64<sup>th</sup> Ave. S. for bike facilities. This would require a reduction in the lot size dedicated for a future fire station.

By allowing this land swap the City of Fargo would have a site secured for a future fire station for the growing area of South Fargo. This swap would also provide for the best access and would allow the City to have a preference in where the future fire station would be built. The swap would require no additional funds to be expended for purchase of land when a new fire station would get built and would be a substantial savings, meaning the City of Fargo would not have pay a per square foot price for commercial development.

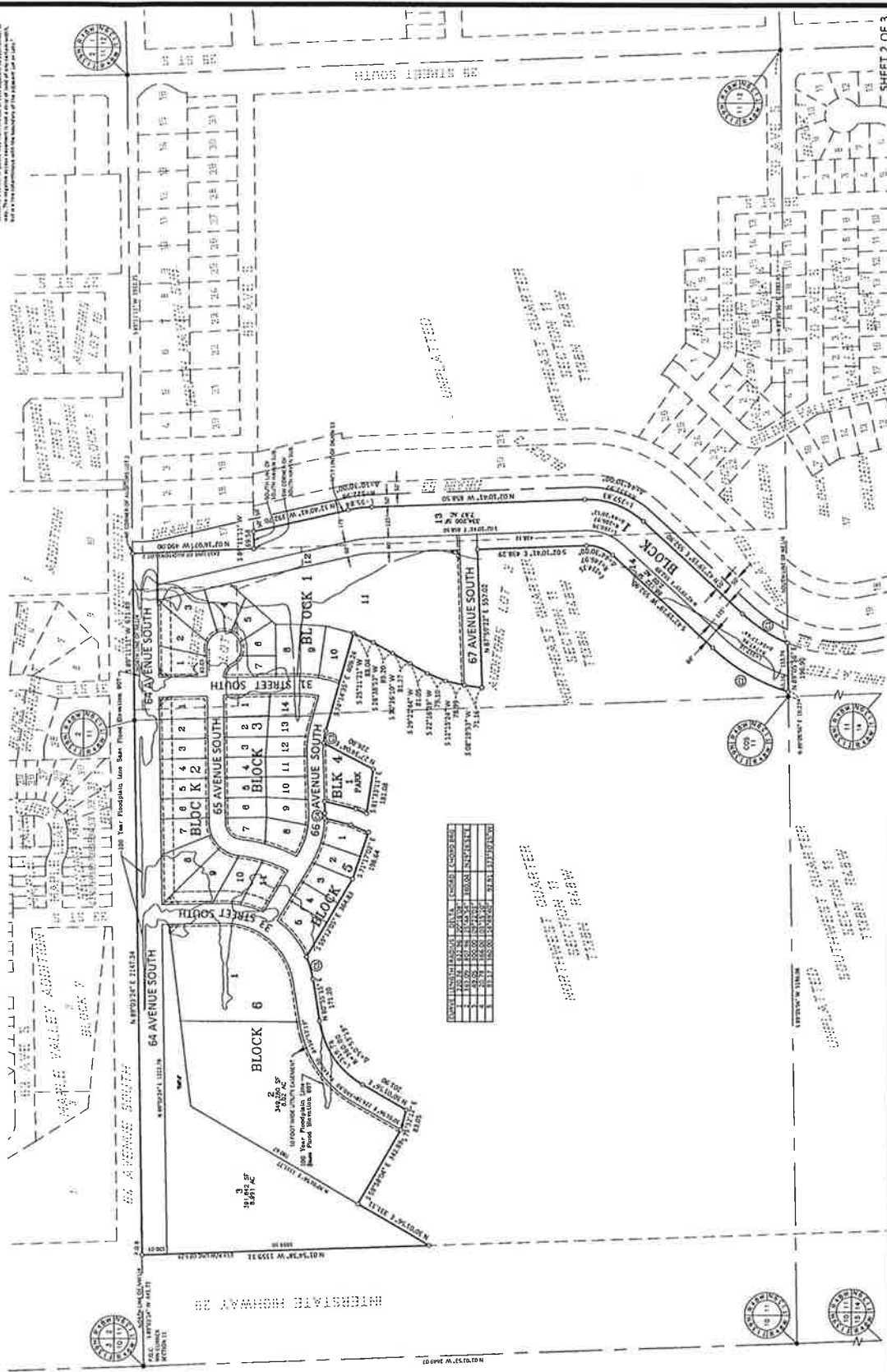
**RECOMMENDED MOTION:** Direct the Fire Chief, City Engineer, Director of Planning and the City Attorney to complete the steps necessary for a land swap along 64<sup>th</sup> Ave. S.

Enclosure

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
AN UNPLATTED PORTION OF THE NORTH HALF OF SECTION 11, T138N, R49W  
(A MAJOR SUBDIVISION)



## LEGEND

[illegible]

**METHODS**

**BENCHMARK**  
CITY OF FARGO BENCHMARK 336001, THE NORTHEAST  
FLANGE BOLT OF FIRE HYDRANT LOCATED AT THE  
INTERSECTION OF 8-SHOPS BOULEVARD/21ST STREET  
SOUTH AND 54TH AVENUE SOUTH



**BOLTON  
& MENK**

## LAND EXCHANGE AGREEMENT

This Land Exchange Agreement ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Earlyne Hector**, an Individual (hereafter referred to as "Hector") and the **City of Fargo, North Dakota**, a North Dakota municipal corporation ("City").

**WHEREAS**, Hector is the owner of the real property legally described as follows:

That part of the Northwest Quarter of Section 11, Township 138 North, Range 49 West, Cass County, North Dakota described as follows: Commencing at the northwest corner of said Northwest Quarter; thence North 89 degrees 03 minutes 24 seconds East, assumed bearing, along the north line of said Northwest Quarter 445.73 to the east line of Interstate Highway 29; thence South 01 degree 54 minutes 38 seconds East, along said east line, 100.01 feet to a line drawn parallel with and 100.00 feet south of the north line of said Northwest Quarter, as measured at a right angle; thence North 89 degrees 03 minutes 24 seconds East, along said parallel line, 1048.05 feet to the point of beginning of the land to be described; thence continue North 89 degrees 03 minutes 24 seconds East, along said parallel line, 264.73 feet; thence South 00 degrees 56 minutes 36 seconds East 248.75 feet; thence southwesterly along a tangential curve concave to the west having a radius of 270.00 feet and a central angle of 25 degrees 00 minutes 37 seconds a distance of 117.86 feet; thence South 65 degrees 55 minutes 58 seconds East, radial to said curve, 10.00 feet; thence southwesterly along a curve concentric to the last described curve having a radius of 280.00 feet and a central angle of 55 degrees 43 minutes 43 seconds a distance of 272.34 feet; thence southwesterly along a reverse curve concave to the southeast having a radius of 600.00 feet and a central angle of 13 degrees 42 minutes 00 seconds a distance of 143.47 feet; thence North 01 degree 44 minutes 20 seconds East, not tangent to said curve, 557.90 feet; thence North 83 degrees 03 minutes 19 seconds East 72.01 feet to the point of beginning.; and

**WHEREAS**, the City is the owner of the real property legally described as follows:

Auditor's Lot One, of the Northeast Quarter of Section Eleven, in Township One Hundred Thirty-eight North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota; and

A portion of Auditor's Lot Two of the Northeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the North Quarter corner of said Section 11; thence South 90°00'00" East on and along the North line of said Section 11 for a distance of 42.13 feet to the Northwest corner of Auditor's Lot One; thence South 01°22'10" East on and along the West line of Auditor's Lot One for a distance of 418.43; thence North 90°00'00" West parallel with the North line of said Section 11 for a distance of 42.13 feet, more or less, to the West line of said Northeast Quarter; thence North 01°22'10" West on and along the West line of said Northeast Quarter for a distance of 418.43 feet, more or less, to the point of beginning; and

A portion of Auditor's Lot Two of the Northeast Quarter Section 11, Township 138 North,



Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows: Commencing at the Northeast corner of Auditor's Lot One of said Northeast Quarter, thence North 89°11' 11" East along the North line of said Northeast Quarter a distance of 145.65 feet to the Northeast corner of said Auditor's Lot Two; thence South 02°16'07" East along the Easterly line of said Auditor's Lot Two, said Easterly line being parallel with the East line of said Northeast Quarter, a distance of 682.58 feet; thence South 85°35'09" West a distance of 75.00 feet; thence North 20°02'29" West a distance of 283.23 feet to a point on the Southerly line of said Auditor's Lot One; thence North 89°11' 11" East along the Southerly line of said Auditor's Lot One a distance of 15.00 feet to the Southeasterly corner of said Auditor's Lot One; thence North 02°09'44" West along the Easterly line of said Auditor's Lot One a distance of 418.43 feet to the point of beginning.

**WHEREAS**, the City and Hector wish to exchange their properties under the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS. Parcel 1 and Parcel 2 are sometimes individually referred to hereinafter as the "Exchange Property" or collectively as the "Exchange Properties."

A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

2. THE EXCHANGE TERMS. Hector and the City acknowledge that Parcel 1 and Parcel 2 are of like kind and equal value. Pursuant to Section 1031 of the Internal Revenue Code, Hector will convey Parcel 1 to the City and the City will convey Parcel 2 to Hector at Closing. At Closing, Grantor Party will execute and deliver a general warranty deed conveying marketable title to the Exchange Property to Grantee Party. Hector shall convey Parcel 1 to the City together with any easements or restrictions of record which do not interfere or prevent the City from utilizing it, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed. The City shall convey Parcel 2 to Hector together with any easements or restrictions of record, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed.

3. DEDICATIONS AND EASEMENTS. After the date of this Agreement, Hector shall sign the plat so that it can be recorded, which will dedicate all required right of way easements.

4. TAXES. Real estate taxes on the Exchange Property prior to the date of Closing shall be paid by Grantor Party. Real estate taxes on the Exchange Property after the date of Closing shall be paid by Grantee Party. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

5. CLOSING. Closing shall occur within forty-five (45) days from the date of this Agreement.

6. RISK OF LOSS. Risk of loss or damage to the Exchange Property shall rest with Grantor Party until the time of delivery of possession.

7. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

8. CONDITION OF EXCHANGE PROPERTY. Grantor Party acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

9. DEFAULT. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

10. NON-FOREIGN STATUS. At the date of Closing, Hector shall deliver to the City the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

11. RIGHT TO EFFECTUATE EXCHANGE. The City acknowledges that Hector may undertake an additional Internal Revenue Code Section 1031 tax deferred exchange of their interest in all or any portion of the Exchange Property. Hector's rights and obligations under this Agreement may be assigned to facilitate such exchange. The City agrees to cooperate with Hector and any assignee of Hector to enable it to qualify for such exchange; provided that such cooperation shall not require the City to incur any additional costs or liability and the City shall be able to realize all intended benefits of this Agreement.

12. ASSIGNMENT. In the case of the assignment of this Agreement by either of the parties, prompt notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

13. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Hector and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and efficient development sites for both Hector and the City.

15. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

16. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

17. NON-MERGER. All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

19. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated above.

20. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

21. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of North Dakota.

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

23. TIME IS OF THE ESSENCE. The parties agree time is of the essence under this Agreement.

City of Fargo, a North  
Dakota municipal  
corporation

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

ATTEST:

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

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

(SEAL)

Earlyne Hector, an Individual

\_\_\_\_\_  
STATE OF NORTH DAKOTA     )  
  ) ss.

COUNTY OF CASS )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a notary public in and for said county and state, personally appeared Earlyne Hector, to me known to be the persons described in and that executed the within and foregoing instrument.

(SEAL)

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Notary Public  
Cass County, ND