

FARGO CITY COMMISSION AGENDA
Monday, January 11, 2021 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 28, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading, 12/28/20:
 - a. Rezoning Certain Parcels of Land Lying in Darling's First Addition.
 - b. Rezoning Certain Parcels of Land Lying in Keeney and Devitt's Second Addition, Oak Grove Addition and Lindsay's Addition.
- 2. Application for Games of Chance for K of C Council 11930 for a raffle and calendar raffle from 5/1/21 to 5/31/21.
- 3. Notice of Grant Award from the ND Department of Health for targeted testing for TB infection identification and treatment (#CFDA 93.116).
- 4. Notice of Grant Award from the ND Department of Health for funding to help Fargo Cass Public Health mitigate the spread of COVID-19 (CFDA #21.019).
- 5. Application by the Fargo Public Library to the Fargo Park District Foundation for a matching grant for the Community Education Garden project.
- 6. Second Amendment to Lease Agreement with BOAS Northport LLC for the Northport Library Branch (RSA16165 SSP21026).
- 7. Funding transfer for remaining housing assistance from Red River Task Force COVID-19 funds.
- 8. Subrecipient Agreement Between the City of Fargo and Afro American Development Association (on behalf of ESHARA Partners) to provide funding of \$143,000.00 for COVID-19 response efforts through 4/30/21.
- 9. Subrecipient Agreement Between the City of Fargo and New Life Center to provide funding of \$35,500.00 for equipment and staffing to enhance capacity at its original shelter through 4/30/21.
- 10. Solid Waste Management Agreement for Private Haulers in the City of Fargo with Dirt Dynamics.
- 11. Northwest Metro Transportation Plan (Project No. MS-19-F0).

13. Sole Source Procurement with Trillium Pumps USA, Inc. for Project No. WA2005 (SSP21020).
14. Sole Source Procurement with Core & Main for Project No. WA2005 (SSP21019).
15. Contracts and bonds for Project No. WA2012.
16. Bills.
17. Purchase Agreement with the Park District of the City of the Fargo for Improvement District No. BN-21-H1.
18. Create Improvement District No. FP-19-A.
19. Contract and bond for Improvement District No. BN-21-A.

REGULAR AGENDA:

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

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

- a. Hearing on a dangerous building located at 717 3rd Avenue North; continued from the 7/13/20 Regular Meeting.
 - b. Hearing on a dangerous building located at 1418 1st Avenue North.
 - c. Hearing on a dangerous building located at 1021 10th Street North; continued from the 12/28/20 Regular Meeting.
 - d. Plat of Huynh Kha Addition a plat of an unplatted portion of the Northeast Quarter of Section 12, Township 139 North, Range 49 West (1425 Main Avenue); approval recommended by the Planning Commission on 12/1/20.
 - e. Arcadia Park View Addition (18 and 20 8th Avenue North); approval recommended by the Planning Commission on 12/1/20:
 1. Zoning Change from SR-3, Single-Dwelling Residential to SR-4, Single-Dwelling Residential.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Arcadia Park View Addition.
 - f. Renaissance Zone Project for Craig Enclave OG, LLC for a new construction project at 6 and 10 6th Avenue North; 505 and 509 Oak Street North.
- 22. Resolution of Annexation** for property south of current Fargo city limits, west of I-29, along and east of 45th Street South and along and south of 64th Avenue South to support future sports complex, educational, commercial and residential development, street and drainage right of way and set the date for the Hearing on the sufficiency of protests for the 2/22/21 City Commission meeting.

23. Applications for Abatement or Refund of Taxes:
 - a. #4490 for Buena Vista Mobile Home Park at 4301 El Toro Boulevard South for the 2018 Tax Year.
 - b. #4491 for MHC Meadow Park, LLC at 3340 12th Avenue North for the 2018 Tax Year.
 - c. #4492 for MHC Meadow Park, LLC at 3220 12th Avenue North for the 2018 Tax Year.
 - d. #4493 for MHC Meadow Park, LLC at 3216 12th Avenue North for the 2018 Tax Year.
 - e. #4494 for the Fargo Doublewood Inn, LP at 3333 13th Avenue South for the 2018 Tax Year.
 - f. #4495 and #4496 for the Plains Art Museum Properties at 704 and 720 1st Avenue North for the 2018 Tax Year and that the classification for 2018 be changed to charitable.
24. Downtown Water Tower Improvements (Project WA1910):
 - a. Reject all bids for Contracts 1-4 due to costs exceeding engineer's estimate and authorize a value engineering effort and a rebidding of Project WA1910 to construct a new 2.5 million gallon Composite Elevated Storage Tank.
 - b. Review of Bid Alternate No. 1 for Water Tower Art Work.
25. COVID-19 update:
 - a. Fargo Cass Public Health update.
 - b. Mask mandate extension.
26. Applications for property tax exemptions for improvements made to buildings:
 - a. Edward and Susan Ankrum, 3307 West Prairiewood Drive South (3 year).
 - b. Dustin and Bridget Knudson, 2306 Victoria Rose Drive South (3 year).
 - c. Susan Quandt, 3414 21st Street South (3 year).
 - d. Bradley Jorgensen, 1529 10th Street South (5 year).
 - e. Robert and Tammy Brooks, 1505 5th Street South (5 year).
 - f. Emily and Timothy Wilcox, 1632 Flickertail Circle South (5 year).
 - g. Jason Jacobson, 718 11th Avenue North (5 year).
27. Commissioner Gehrig would like to discuss an amendment to the City's existing snowmobile Ordinance.
28. Legislative update.

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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

1a

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN DARLING'S FIRST ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on December 1, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 28, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Six (6), Block Two (2) of Darling's First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "LC", Limited Commercial, District and "MR-2", Multi-Dwelling Residential, District to "MR-2", Multi-Dwelling Residential, District.

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

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

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ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN KEENEY AND DEVITT'S SECOND ADDITION,
OAK GROVE ADDITION,
AND LINDSAY'S ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Kenney and Devitt's Second Addition, Oak Grove Addition, and Lindsay's Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on December 1, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 28, 2020,

WHEREAS, pursuant to Section 20-0804 of the Fargo Land Development Code (LDC) the Historic Preservation Commission has the power, among other powers and duties enumerated therein, to perform functions which may be assigned or delegated to it by the Board of City Commissioners; and,

WHEREAS, the Board of City Commissioners has found and deemed said certain parcels to be an area that has historic or cultural significance and, in accordance with LDC §20-0305, has determined that establishment of an H-O, Historic Overlay District, is appropriate;

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Four (4) through Eleven (11), Block Twenty-Nine (29); Lots Four (4) through Seven (7) and the North One-Half (½) of Lots Twenty-one (21) through Twenty-Five (25), Block Thirty (30); Lots Two (2) through Six (6), Block Thirty-Nine (39); and Blocks Forty (40) and Forty-One (41) of Kenney and Devitt's Second Addition to the City of Fargo, Cass County, North Dakota;

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Lots Thirteen (13) through Twenty-four (24), Block Two (2), and Blocks Three (3) and Four (4) of Lindsay's Addition to the City of Fargo, Cass County, North Dakota;

Lot One (1), Exc S 50 Ft, Lot Two (2), Less S 50 Ft & a Tract of Land in Lots Three (3) and Four (4), Block One (1), Oak Grove, Desc as follows: Beginning at NW corner of said Lot Three (3); then at an assumed Brg of N 71 Deg 51 Min 52 Sec E along N line of said Block One (1) a distance of 77.70 ft; then S 02 Deg 52 Min 45 sec E a distance of 113.75; then S 74 Deg 33 Min 56 Sec W a distance 76.81 Ft, more or less, to a point on W line of Lot Three (3); then N 02 Deg 52 Min 32 Sec W a distance of 110 Ft, more or less, to point of beginning, and Lot Eighteen (18), Block One (1) of Oak Grove Addition to the City of Fargo, Cass County, North Dakota;

Block Two (2) of Oak Grove Addition to the City of Fargo, Cass County, North Dakota;

and

Lots (1) and Two (2) and part of Lot Three (3) less part of Lot Two (2) Block Three (3) Desc as follows: Beginning at the Northeast corner of said Lot Two (2), then S 02°52'08" E along the Easterly line of said Lot Two (2) for a distance of 26.61 Ft, then N 65°40'34" W for a distance of 38.01 Ft to a point of intersection with the Northerly line of said Lot Two (2), then N 71°50'43"E along the Northerly line of said Lot Two (2) for a distance of 35.05 Ft to the point of beginning. Said tract contains 450 Sq Ft, more or less, Block Three (3) of Oak Grove Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned to apply a "H-O", Historic Overlay, District".

Said property shall be referred to as the Oak Grove Neighborhood Historic Overlay District.

Pursuant to LDC §20-0305.C, the following special development standards shall apply to all properties, new and existing, within the Oak Grove Neighborhood Historic Overlay District:

Oak Grove Neighborhood Historic Overlay District Special Development Standards

A. Authority

In accordance with Section 20-0305.C of the LDC, the following special development standards or regulations shall apply to all properties (new and existing) within the Oak Grove Neighborhood Historic Overlay District.

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B. Properties

Appendix A identifies all of the individual properties included in the Oak Grove Neighborhood Historic Overlay District. Each property is described by address, block number, type of building, style of architecture, and year built.

C. Definitions

1. **Historic Neighborhood Structure (HNS)** is a structure that was built within the Historic Overlay District boundaries at the time the original addition(s) was developed. For the purposes of this Historic Overlay, properties built before 1952 are considered a HNS. Houses built after 1952 that are doing exterior renovations should consider Section C.5. (Style) of this ordinance as a guide.
2. **Open Space** is defined in Section 20-1202(43) of the LDC as “an outdoor, unenclosed area, located on the ground or on a roof, balcony, deck, porch or terrace designed and accessible for outdoor living, recreation, pedestrian access or landscaping, but not including roads, parking areas, driveways or other areas intended for vehicular travel”.
3. **Principal Building** refers to the primary structure on a property, i.e., a house or commercial structure.
4. **Accessory Building or Structure** refers to a structure that is subordinate to the principal building, i.e., a garage, shed, or guest house.
5. **Style** is the vocabulary used to classify structures according to their appearance, structure, materials, and historic period. The styles of the Historic Neighborhood Structures within the Oak Grove Neighborhood Historic Overlay District are characterized by:
 - a. Overall scale and relationship of height to width;
 - b. Façade proportions and relationship of solids to voids;

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- c. Window/door size, design, and operation;
- d. Size, shape and proportions of entrances and porches;
- e. Materials, texture, and pattern;
- f. Roof forms;
- g. Orientation, spacing, and site coverage of structures; and
- h. Landscaping, walls, and fences.

Style Reference: A Field Guide to American Houses, Virginia and Lee McAlester, Alfred A. Knopf, Inc., 1984.

D. Certificate of Appropriateness

In accordance with Section 20-0912 of the LDC, no building permit shall be issued for the following until a Certificate of Appropriateness has been reviewed and approved in accordance with said Section 20-0912: (Note: A Certificate of Appropriateness is required only if a building permit is required)

- 1. Any change to the exterior appearance of any principal building, accessory building or structure. (Note: A Certificate of Appropriateness is not applicable for interior changes)
- 2. Any new construction of a principal building, accessory building or structure.
- 3. The demolition of any principal building, accessory building or structure.
- 4. The moving of any principal building, accessory building or structure.
- 5. Placement or construction of a sign.

E. Exemptions

1. Post-1952 Structures

With respect to residential structures built after 1952 and before the effective date of this ordinance, said structures shall be exempt from the requirement of obtaining a Certificate of Appropriateness prior to obtaining a building permit for any change to the exterior appearance of any principal building, accessory building, or structure. Owners or permittees of such structures are encouraged to conform with the style elements of this ordinance.

2. Government Agency Owned Property

Any property that is owned by a government agency will be exempt from this ordinance.

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3. **Flood Protection**

Any property that the City of Fargo purchases from high-risk, flood prone areas will be exempt from this ordinance. Property buyouts allow for a significantly stronger primary line of protection by reducing the number of emergency measures required to protect the people and property located in high-risk areas.

F. Special Development Standards – General

1. **Open Space**

At least 70% of a parcel's front yard shall be maintained as open space.

2. **Front Yard Parking**

Except for parking on driveways that run through the front yard to a garage, no parking is allowed in the front yard.

3. **Side Yard Fencing**

Stand-alone side yard fencing shall terminate a minimum of 2-feet behind the front façade of the principal structure.

G. Special Development Standards – Exterior Renovation

In conjunction with Section 20-0912.C(1) of the LDC, the City Planner shall consider the following criteria in review of a request for a Certificate of Appropriateness regarding the exterior renovation of a Historic Neighborhood Structure's principal building, accessory building, or structure. A request that satisfies all of the following criteria shall be approved. Substitute materials are permissible if matching the existing material is not technically or economically feasible.

1. **Principal Building**

a. **Exterior Cladding**

1. Exterior cladding shall match the original principal building in design, dimension, detail, texture, and pattern.
2. If the principal building is void of its original exterior cladding, full replacement cladding shall be of a design compatible with the historic style of structures located within the district. Repair or

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partial replacement of non-original exterior cladding shall be exempt from this regulation.

b. Windows and Doors

1. Windows and doors shall match the original principal building in design and operation.
2. If the principal building is void of its original windows or doors, replacement windows and doors shall be of a design compatible with the historic style of structures located within the district.
3. Window or door openings shall not be increased or decreased by more than 10% in dimension or total area. Any changes in dimension or area will require review by the Fargo Historic Preservation Commission.

c. Roofs

1. Roof functional and decorative features, such as roofing materials, cresting, dormers, chimneys, cupolas, vents, and gutters shall match the original in design, dimension, detail, texture, and pattern.
2. Skylights are prohibited on all roof planes parallel to and facing the street.

d. Entrances, Porches, and Decks

1. A renovated front entrance addition to the principal building shall have no fewer than four steps, or an equivalent ramp distance, from the ground level to the bottom of the front entrance door or shall have the first-floor plane in a style compatible with Historic Neighborhood Structure.

2. Accessory Buildings or Structures

- a. Alterations to accessory buildings and structures shall be compatible with the style of the principal building and shall be subordinate to the principal building.

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H. Special Development Standards - Additions

In conjunction with Section 20-0912.C(2) of the LDC, the Historic Preservation Commission shall consider the following criteria in review of a request for a Certificate of Appropriateness regarding an addition to a Historic Neighborhood Structure's principal building, accessory building or structure. A request that satisfies all the following criteria shall be approved. Substitute materials are permissible if matching the existing material is not technically or economically feasible.

1. Principal Building**a. Exterior Cladding**

1. Exterior cladding of the addition shall match the original principal building in design, dimension, detail, texture, and pattern.
2. If the principal building is void of its original exterior cladding, the cladding of the addition shall match the existing cladding of the principal structure.

b. Windows and Doors

1. Windows and doors of the addition shall match the original principal building in style, design and operation.
2. If the principal building is void of its original windows or doors, the window and doors of the addition shall match the existing principal building.
3. A garage door of an attached, front-yard entered garage addition shall not exceed 10 feet in width or 8 feet in height. A double-stall garage will require 2 doors.

c. Roofs and Dormers

1. The roof form of an addition to the principal building shall be consistent with the roof style and pitch of the principal building.
2. Flat roofs and shed roofs are prohibited, except on porches and where consistent with the roof form of the original principal building.
3. All gable roofs shall have a minimum pitch of 6:12. All hip roofs must have a minimum pitch of 3:12.

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4. The reconstruction or addition of dormers to an existing principal building, or the addition of dormers to an addition to a principal building, shall be consistent with the style of a Historic Neighborhood Structure.
5. Roof functional and decorative features, such as roofing materials, cresting, dormers, chimneys, cupolas, vents, and gutters shall match the original principal building in design, dimension, detail, texture, and pattern.
6. If the roof of the principal building is void of its original functional and decorative features, the roof of the addition shall match the existing roof of the principal structure.
7. Skylights are prohibited on all roofs parallel to and facing the street.

d. Entrances, Porches, and Decks

1. A new front entrance addition to the principal building shall face the street.
2. A new front entrance addition to the principal building shall have no fewer than four steps, or an equivalent ramp distance, from the ground level to the bottom of the front entrance door or shall have the first-floor plane in a style compatible with Historic Neighborhood Structure.
3. Reconstruction of an open or screened porch (not an enclosed porch which provides year-round living space) which was historically a part of the original principal building shall be allowed to be rebuilt, and as may be necessary to accurately reconstruct, shall be allowed to vary by right from any existing zone district setback standards of

the LDC. The burden of establishing that a porch was part of the original structure is the owner's burden to prove.

4. Decks are prohibited in front yards.
5. On corner lots, decks are allowed on street side yards with screening, either by fence or landscaping.

e. Height and Elevation

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1. The height of a new addition to a principal building shall not exceed the overall scale of a HNS with a maximum eave height of 25 feet.
2. The height of a new addition to the principal building shall not be greater than the height of the principal building, except in the case of a second story addition to a single-story principal building, the result of which is the creation of a two-story principal building consistent with a HNS.

2. Accessory Buildings or Structures

- a. Additions to existing accessory buildings or structures shall be subordinate in scale and compatible with the design and style of the principal structure.
- b. An addition to an existing accessory building that does not meet the dimensional setback standards of the LDC and does not increase in total floor area of the existing accessory building by more than 40%, is permissible by right, provided that: 1) the existing non-conforming setback is not increased; 2) the property line from which the non-conforming setback is determined is verified by a registered land surveyor; and 3) the new accessory building addition is limited in height to no more than one-story with 10-foot maximum sidewalls.

I. Special Development Standards - New Construction

In conjunction with Section 20-0912.C(2) of the LDC, the Historic Preservation Commission shall consider the following criteria in review of a request for a Certificate of Appropriateness regarding the new construction of a Historic Neighborhood Structure's principal building, accessory building or structure. A request that satisfies all of the following criteria shall be approved.

1. Principal Building

a. Proportion

1. The size and mass of the principal building in relation to open spaces, windows, door openings, porches, and balconies, must be

visually compatible with the structures and places to which it is visually related.

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2. The relationship of the width of the principal building to the height of the front elevation must be visually compatible with historic structures within the Oak Grove Neighborhood Historic District.

3. The relationship of solids to voids in the front facade of a principal building must be visually compatible with historic structures within the Oak Grove Neighborhood Historic District.

4. The relationship of the principal building to the open space between it and adjoining structures must be visually compatible with historic structures within the Oak Grove Neighborhood Historic District.

b. Exterior Cladding

1. The relationship of the materials, detail, and pattern of the facade of a principal structure must be visually compatible with structures and places to which it is visually related.

c. Windows and Doors

1. The relationship of the width of the windows and doors to the height of windows and doors in the principal structure must be visually compatible with historic structures within the Oak Grove Neighborhood Historic District.

2. Any garage door visible from the street shall not exceed 10 feet in width and 8 feet in height.

d. Roofs and Dormers

1. The roof shape of the principal building must be visually compatible with structures, to which it is visually related.

2. Flat roofs and shed roofs are prohibited, except on porches and where consistent with the roof form of a HNS.

3. All gable roofs shall have a minimum pitch of 6:12. All hip roofs must have a minimum pitch of 3:12.

4. Dormers of the principal building shall be consistent with the style of the structure.

5. Skylights are prohibited on all roofs parallel to and facing the street.

e. Entrances, Porches, and Decks

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1. The front entrance of the principal building shall face the street.
2. The front entrance to the principal building shall have no fewer than four steps, or an equivalent ramp distance, from the ground level to the bottom of the front entrance door or shall have the first-floor plane in a style compatible with Historic Neighborhood Structure.
3. Decks are prohibited in front yards.
4. On corner lots, decks are allowed on street side yards with screening, either by fence or landscaping.

f. Height and Elevation

1. The height of the principal building must be visually compatible with historic structures within the Oak Grove Neighborhood Historic District.
2. The height of the principal building shall not exceed the overall scale of HNS with a maximum eave height of 25 feet.
3. The principal building shall be constructed to have the first-floor plane in a style compatible with Historic Neighborhood Structure.

2. Accessory Buildings or Structures

- a. New accessory building or structures shall be subordinate in scale and compatible with the design and style of the principal building.
- b. Excluding Historic Neighborhood Structures designed with an attached garage, all garage structures shall be in the rear yard. Any garage door visible from the street shall not exceed 10 feet in width or 8 feet in height.
- c. Reconstruction (including its enlargement by up to 40% in total floor area) of an existing accessory building, which does not meet the dimensional setback standards of the LDC, is permissible by right, provided that: 1) the existing non-conforming setback is not increased; 2) the property line from which the setback is determined is verified by a registered land surveyor; and 3) the new accessory building is limited in height to no more than one-story with 10-foot maximum sidewalls.

J. Special Development Standards - Demolition

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In conjunction with Section 20-0912.C(2) of the LDC, the Historic Preservation Commission shall consider the following criteria in review of a request for a Certificate of Appropriateness regarding the demolition of a principal building, accessory building or structure. A request that satisfies the following criteria shall be approved.

1. The requested demolition is justified by the state of deterioration, disrepair and structural stability of the structure, or the building has been condemned.
2. The requested demolition is not detrimental to the overall style of the historic district.
3. The requested demolition is consistent with the purpose of the Comprehensive Plan and other adopted policies of the City.

K. Variance of Special Development Standards

To allow for a variance of hardships that may arise from the strict application of any of the foregoing Special Development Standards, the Historic Preservation Commission may consider requests to deviate from any applicable standard(s) and allow for an exception(s). A two-thirds vote of the Historic Preservation Commission is required for approval of any exception to the Special Development Standards.

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Oak Grove Neighborhood Historic Overlay District Boundary
Map



THE CITY OF
Fargo
FAR MORE

200
Feet

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APPENDIX A – List of Properties

Graphic above indicates overlay boundaries with blocks identified by letter. Block letters (A–L) correspond to “list of properties” that follows. The boundary includes 175 parcels.

PARCEL NUMBER	PROPERTY ADDRESS	HOUSE STYLE	BLOCK	YEAR BUILT	TYPE
01-1760-00500-000	746 1 St N	Bungalow	A	1920	Single Family
01-1760-00490-000	110 8 Ave N	Gable Front	A	1922	Single Family
01-1760-00480-000	740 1 St N	Post Victorian	A	1908	Single Family
01-1760-00470-000	734 1 St N	Post Victorian	A	1920	Single Family
01-1760-00460-000	732 1 St N	Bungalow	A	1900	Single Family
01-1760-00450-000	730 1 St N	Post Victorian	A	1904	Single Family
01-1760-00440-000	728 1 St N	Cross Gabled	A	1900	Duplex
01-1760-00430-000	724 1 St N	Cross Gabled	A	1895	Triplex
01-1760-00420-000	718 1 St N	Post Victorian	A	1894	Single Family
01-1760-00410-000	716 1 St N	Bungalow	A	1892	Single Family
01-1760-00400-000	708 1 St N	Post Victorian	A	1916	Single Family
01-1760-00390-000	706 1 St N	Gable Front	A	1917	Single Family
01-1760-00380-000	111 7 Ave N	Gable Front	A	1915	Duplex
01-1540-03220-000	620 1 St N	Cross Gabled	B	1898	Single

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					Family
01-1540-03210-000	616 1 St N	Gable Front	B	1915	Single Family
01-1540-03200-000	612 1 St N	Bungalow	B	1915	Single Family
01-1540-03190-000	109 6 Ave N	Gable Front	B	1905	Single Family
01-1540-03180-000	111 6 Ave N	Cottage	B	1905	Single Family
01-1540-03170-000	107 6 Ave N	Post Victorian Hip Roof	B	1905	Single Family
01-1540-03160-000	604 1 St N	Post Victorian	B	1908	Single Family
01-1540-03150-000	101 6 Ave N	Bungalow	B	1905	Single Family
01-1540-02110-000	512 1 ST N	Post Victorian	C	1901	Single Family
01-1540-02120-000	516 1 ST N	Undefined	C	1985	Single Family
01-1540-02130-000	108 6 Ave N	Gable Front	C	1900	Single Family
01-1540-02135-000	104 6 Ave N	Bungalow	C	1931	Apartment
01-1540-02137-000	106 6 Ave N	Post Victorian Gable Front	C	1900	Single Family
01-1540-02100-000	510 1 St N	Cottage	C	1905	Single Family
01-1760-00510-000	747 1 ST N	Gable Front	D	1905	Single Family
01-1760-00520-000	745 1 ST N	Cross Gable	D	1880	Single
01-1760-00530-000	739 1 ST N	Post Victorian	D	1914	Single
01-1760-00540-000	733 1 ST N	Cross Gable	D	1914	Single
01-1760-00550-000	729 1 ST N	Cross Gable	D	1920	Single
01-1760-00560-000	725 1 ST N	Cross Gable	D	1915	Single
01-1760-00570-000	723 1 ST N	Gable Front	D	1882	Single
01-1760-00580-000	721 1 ST N	Contemporary	D	2015	Single
01-1760-00590-000	713 1 ST N	Cross Gable	D	1949	Single
01-1760-00600-000	707 1 ST N	Bungalow	D	1973	Single
01-1760-00610-000	703 1 ST N	Gable Front	D	1902	Single
01-1760-00620-000	701 1 ST N	Gable Front	D	1918	Single

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

01-1760-00660-000	710 OAK ST N	Bungalow	D	1922	Single
01-1760-00671-000	714 OAK ST N	Bungalow	D	1922	Single
01-1760-00671-000	712 OAK ST N	Hip Roof Cottage	D	1920	Single Family
01-1760-00680-000	716 OAK ST N	Cross Gable	D	1920	Single
01-1760-00690-000	720 OAK ST N	Cottage	D	1923	Single
01-1760-00700-000	724 OAK ST N	Gable Front	D	1920	Single Family
01-1760-00710-000	726 OAK ST N	Cross Gable	D	1914	Single
01-1760-00720-000	734 OAK ST N	Bungalow	D	1936	Single
01-1760-00730-000	740 OAK ST N	Cross Gable	D	1895	Single
01-1760-00740-000	744 OAK ST N	Cross Gable	D	1897	Single
01-1760-00640-030	702 OAK ST N UNIT C	Undefined	D	1966	Condo
01-1760-00640-060	702 OAK ST N UNIT F	Undefined	D	1966	Condo
01-1760-00640-050	702 OAK ST N UNIT E	Undefined	D	1966	Condo
01-1760-00640-010	702 OAK ST N UNIT A	Undefined	D	1966	Condo
01-1760-00640-020	702 OAK ST N UNIT B	Undefined	D	1966	Condo
01-1760-00640-080	702 OAK ST N UNIT H	Undefined	D	1966	Condo
01-1760-00640-040	702 OAK ST N UNIT D	Undefined	D	1966	Condo
01-1760-00640-070	702 OAK ST N UNIT G	Undefined	D	1966	Condo
01-1540-03270-000	71 6 AVE N	Gable Front	E	1897	Single
01-1540-03280-000	67 6 AVE N	Post Victorian	E	1910	Single
01-1540-03290-000	63 6 AVE N	Craftsman Bungalow (modified)	E	1923	Conversion
01-1540-03300-000	51 6 AVE N	Revival	E	1905	Single
01-1540-03310-000	59 6 AVE N	Post Victorian	E	1905	Single
01-1540-03320-000	55 6 AVE N	Post Victorian	E	1905	Single

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1	01-1540-03330-000	616 OAK ST N	Gable Front	E	1907	Single
2	01-1540-03340-000	618 OAK ST N	Post Victorian	E	1922	Single
3	01-1540-03355-000	74 7 AVE N	Post Victorian	E	1915	Single
4	01-1540-03357-000	64 7 AVE N	Post Victorian	E	1921	Single
5	01-1540-03360-000	615 1 ST N	Post Victorian	E	1910	Single
6	01-1540-01920-000	512 OAK ST N	Post Victorian Gable Front	F	1907	Single Family
7	01-1540-01930-000	514 OAK ST N	Post Victorian Gable Front	F	1907	Single Family
8	01-1540-01940-000	52 6 AVE N	Gable Front	F	1902	Duplex
9	01-1540-01950-000	60 6 AVE N	Hip Roof Cottage	F	1902	Single Family
10	01-1540-01960-000	521 1 ST N	Colonial Revival	F	1922	Single Family
11	01-1540-01970-000	517 1 ST N	Hip Roof Cottage	F	1914	Single Family
12	01-1540-01980-000	513 1 ST N	Hip Roof Cottage	F	1914	Single Family
13	01-1540-01990-000	509 1 ST N	Story Gable Front	F	1901	Conversion
14	01-1760-00750-000	747 OAK ST N	Gable Front	G	1954	3 Plex
15	01-1760-00760-000	743 OAK ST N	Cross Gable	G	1914	Single
16	01-1760-00770-000	737 OAK ST N	Bungalow	G	1959	Duplex
17	01-1760-00780-000	733 OAK ST N	Bungalow	G	1972	Duplex
18	01-1760-00790-000	727 OAK ST N	Gable Front	G	1905	Single
19	01-1760-00800-000	725 OAK ST N	Gable Front	G	1915	Single
20	01-1760-00810-000	711 OAK ST N	Gable Front	G	1914	Single
21	01-1760-00820-000	709 OAK ST N	Gable Front	G	1924	Single
22	01-1760-00830-000	707 OAK ST N	Cross Gable	G	1915	Single
23	01-1760-00840-000	705 OAK ST N	Gable Front	G	1895	Single
	01-1760-00850-000	703 OAK ST N	Gable Front	G	1916	Single
	01-1760-00860-000	701 OAK ST N	Gable Front	G	1908	Single
	01-1760-00870-000	702 ELM ST N	Gable Front	G	1917	Single
	01-1760-00880-000	706 ELM ST N	Cross Gable	G	1915	Single
	01-1760-00890-000	708 ELM ST N	Gable Front	G	1915	Single
	01-1760-00900-000	714 ELM ST N	Gable Front	G	1915	Single
	01-1760-00910-000	718 ELM ST N	Gable Front	G	1922	Single

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

01-1760-00920-040	722 ELM ST N	Undefined	G	1976	Apartment
01-1760-00921-010	730 ELM ST N	Undefined	G	1976	Apartment
01-1760-00922-070	746 ELM ST N	Undefined	G	1976	Apartment
01-1760-00922-020	746 ELM ST N UNIT C2	Undefined	G	1976	Condo
01-1760-00921-080	736 ELM ST N UNIT B8	Undefined	G	1976	Condo
01-1760-00921-020	730 ELM ST N UNIT B2	Undefined	G	1976	Condo
01-1760-00921-070	736 ELM ST N UNIT B7	Undefined	G	1976	Condo
01-1760-00921-040	736 ELM ST N UNIT B4	Undefined	G	1976	Condo
01-1760-00921-030	736 ELM ST N UNIT B3	Undefined	G	1976	Condo
01-1760-00922-080	746 ELM ST N UNIT C8	Undefined	G	1976	Condo
01-1760-00922-040	746 ELM ST N UNIT C4	Undefined	G	1976	Condo
01-1760-00922-030	746 ELM ST N UNIT C3	Undefined	G	1976	Condo
01-1760-00922-060	746 ELM ST N UNIT C6	Undefined	G	1976	Condo
01-1760-00922-050	746 ELM ST N UNIT C5	Undefined	G	1976	Condo
01-1760-00922-010	746 ELM ST N UNIT C1	Undefined	G	1976	Condo
01-1760-00920-080	722 ELM ST N UNIT A8	Undefined	G	1976	Condo
01-1760-00920-030	722 ELM ST N UNIT A3	Undefined	G	1976	Condo
01-1760-00920-070	722 ELM ST N UNIT A7	Undefined	G	1976	Condo
01-1760-00920-020	722 ELM ST N UNIT A2	Undefined	G	1976	Condo

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

01-1760-00920-060	722 ELM ST N UNIT A6	Undefined	G	1976	Condo
01-1760-00920-010	722 ELM ST N UNIT A1	Undefined	G	1976	Condo
01-1760-00920-050	722 ELM ST N UNIT A5	Undefined	G	1976	Condo
01-1760-00921-060	730 ELM ST N UNIT B6	Undefined	G	1976	Condo
01-1760-00921-050	730 ELM ST N UNIT B5	Undefined	G	1976	Condo
01-1540-03370-000	601 OAK ST N	Craftsman	H	1928	Duplex
01-1540-03380-000	9 6 AVE N	Bungalow	H	1922	Single Family
01-1540-03390-000	5 6 AVE N	Hybrid Contemporary (Art Moderne)	H	1927	3 Plex
01-1540-03400-000	616 ELM ST N	Contemporary Flat Roof	H	1930	Single Family
01-1540-03410-000	620 ELM ST N	Bungalow	H	1897	Single
01-1540-03420-000	10 7 AVE N	Gable Front	H	1897	Single
01-1540-03430-000	624 ELM ST N	Bungalow	H	1897	Single
01-1540-03440-000	619 OAK ST N	Gable Front	H	1895	Duplex
01-1540-03450-000	611 OAK ST N	Gable Front	H	1895	Single
01-1540-03460-000	609 OAK ST N	Post Victorian Gable Front	H	1895	Single Family
01-1540-03470-000	607 OAK ST N	Colonial Revival	H	1895	Single Family
01-2200-00758-000	2 NORTH	Undefined	I	1984	Apartment
01-2200-00759-000	2 NORTH	Undefined	I	1984	Apartment
01-2200-00760-000	6 NORTH TERRACE N UNIT 3	Undefined	I	1984	Condo
01-2200-00761-000	6 NORTH	Undefined	I	1984	Condo
01-2200-00762-000	6 NORTH TERRACE N UNIT 5	Undefined	I	1984	Condo

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

01-2200-00763-000	6 NORTH TERRACE N UNIT 6	Undefined	I	1984	Condo
01-2200-00350-000	3 NORTH TERRACE N	Craftsman	J	1921	Single Family
01-2200-00360-000	5 NORTH TERRACE N	Cottage	J	1938	Single Family
01-2200-00370-000	9 NORTH TERRACE N	Cottage	J	1929	Single Family
01-2200-00380-000	15 NORTH TERRACE N	Colonial Revival	J	1929	Single Family
01-2200-00390-000	17 NORTH TERRACE N	Cottage	J	1941	Single Family
01-2200-00400-000	21 NORTH TERRACE N	Cottage	J	1941	Single Family
01-2200-00410-000	25 NORTH TERRACE N	Cottage	J	1938	Single Family
01-2200-00420-000	29 NORTH TERRACE N	Gable Front	J	1924	Single Family
01-2200-00430-000	33 NORTH TERRACE N	Craftsman	J	1922	Single Family
01-2200-00440-000	37 NORTH TERRACE N	Gable Front	J	1922	Single Family
01-2200-00450-000	43 NORTH TERRACE N	Craftsman	J	1920	Single Family
01-2200-00460-000	47 NORTH TERRACE N	Craftsman	J	1921	Single Family
01-2200-00480-000	51 NORTH TERRACE N	Craftsman	J	1926	Single Family
01-2200-00490-000	57 NORTH TERRACE N	Cottage	J	1920	Single Family
01-2200-00500-000	59 NORTH TERRACE N	Colonial Revival	J	1921	Duplex
01-2200-00510-000	61 NORTH TERRACE N	Craftsman	J	1925	Single Family

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

01-2200-00520-000	65 NORTH TERRACE N	Craftsman	J	1922	Single Family
01-2200-00530-000	69 NORTH TERRACE N	Cottage	J	1922	Single Family
01-2200-00540-000	612 SHORT ST N	Colonial Revival	J	1952	Single Family
01-2200-00550-000	70 SOUTH TERRACE N	Bungalow	J	1927	Single Family
01-2200-00560-000	64 SOUTH TERRACE N	Craftsman	J	1927	Single Family
01-2200-00570-000	62 SOUTH	Hipped Roof	J	1917	Single
01-2200-00580-000	60 SOUTH TERRACE N	Gable Front	J	1915	Single Family
01-2200-00590-000	52 SOUTH TERRACE N	Bungalow	J	1916	Single Family
01-2200-00600-000	50 SOUTH TERRACE N	Bungalow	J	1917	Single Family
01-2200-00610-000	44 SOUTH TERRACE N	Gable Front	J	1915	Single Family
01-2200-00620-000	40 SOUTH TERRACE N	Gable Front	J	1955	Single Family
01-2200-00630-000	36 SOUTH TERRACE N	Gable Front	J	1926	Single Family
01-2200-00640-000	34 SOUTH TERRACE N	Gable Front	J	1920	Single Family
01-2200-00650-000	30 SOUTH TERRACE N	Gable Front	J	1914	Single Family
01-2200-00660-000	28 SOUTH TERRACE N	Gable Front	J	1895	Single Family
01-2200-00670-000	26 SOUTH TERRACE N	Gable Front	J	1920	Single Family
01-2200-00680-000	24 SOUTH TERRACE N	Gable Front	J	1920	Single Family
01-2200-00690-000	18 SOUTH TERRACE N	Gable Front	J	1919	Single Family

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

01-2200-00700-000	16 SOUTH TERRACE N	Gable Front	J	1946	Single Family
01-2200-00710-000	12 SOUTH TERRACE N	Gable Front	J	1919	Single Family
01-2200-00720-000	8 SOUTH TERRACE N	Bungalow	J	1919	Single Family
01-2200-00740-000	4 SOUTH TERRACE N	Post Victorian	J	1919	Single Family
01-2200-00010-000	1 SOUTH TERRACE N	Colonial Revival	K	1908	Single Family
01-2200-00035-000	7 SOUTH TERRACE N	Post Victorian	K	1911	Single Family
01-2200-00220-000	73 SOUTH TERRACE N	Gable Front	L	1914	Single Family

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.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



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: K of C Council 11930
 Date(s) of Activity: 5/1/21 to 5/31/21 For a raffle, provide drawing date(s): 5/20/21
 Person Responsible for the Gaming Operation and Disbursement of Net Income: Duane Zwinger
 Title: Chair
 Business Phone Number: 701-650-9697
 Business Address: 3790 25th Street S. #15
 City: Fargo
 State: ND Zip Code: 58104
 Mailing Address (if different):
 City: State: Zip Code:
 Name of Site Where Game(s) will be Conducted: Sts. Anne + Joachim Church
 Site Address: 5202 25th Street S.
 City: Fargo State: ND Zip Code: 58104 County: Cass
 Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.
☐ Bingo ☒ Raffle ☐ 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
Calendar Raffle	Cash	\$2,200

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit \$40,000 per year)
\$2,200

Intended uses of gaming proceeds:

help Newman Center at NDSUDoes 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

Duane Zwinger

Date

12/29/20

Title

Chair

Business Phone Number


701-650-9697



3

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 5, 2021

RE: ND DEPARTMENT OF HEALTH FOR INCREASING TB
INFECTION IDENTIFICATION AND TREATMENT FOR \$17,820,
CONTRACT NO. G19.1211 NO. 93.116

The attached grant from North Dakota Department of Health is for the targeted testing for TB infection identification and treatment.

If you have any questions please contact me at 241.1380.

Suggested Motion: Move to approve the TB infection and treatment grant

DF/ls
Enclosure



NOTICE OF GRANT AWARD – RESTRICTED FUNDING
NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 59920 (01-2020)

Grant Number G19.1211	CFDA Name Project Grants and Cooperative Agreements for Tuberculosis Control Programs		CFDA Number 93.116
FAIN Number NU52PS910216	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 1/1/2021	Grant End Date 12/31/2021
Federal Award Date 12/18/2020	Federal Awarding Agency Centers for Disease Control and		
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 TB Infection Identification and Treatment		North Dakota Department of Health (NDDoH) Project Code 2201 HLH3391-01	
Grantee Name Fargo Cass Public Health		Project Director Lindsey VanderBusch	
Address 1240 25th St S		Address 600 E Boulevard Ave Dept 301	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505	
Contact Name Desi Fleming		Contact Name Lindsey VanderBusch	
Telephone Number 701.241.1380		Telephone Number 701.328.4555	
Email Address dfleming@fargond.gov		Email Address lvanderbusch@nd.gov	
	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$17,820	\$0	\$17,820
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$17,820	\$0	\$17,820
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 agrees to: 1) direct TB screening activities ONLY to populations determined at high-risk* for TB within their jurisdiction; 2) provide appropriate referral and follow-up for persons identified with latent TB infection; 3) assure that at least 90% of persons identified with TB infection at the agency initiate and complete treatment; 4) conduct all activities in accordance with the Centers for Disease Control and Prevention (CDC) and the ND Department of Health's recommendations and guidelines; 5) conduct all activities with the involvement of health care professionals trained and/or with experience with TB screening procedures; and 6) submit request for reimbursement on a quarterly basis no later than 15 days after the end of each quarter and other documentation as requested by the TB program via the PRS system.			
Reporting Requirements Quarterly expenditure and progress reports are due 15 days after the end of each quarter. Reimbursement will be processed upon Department approval of expenditure and progress reports. Expenditure report for the period ending June 30, 2021 must be received by July 15, 2021. The final expenditure report ending December 31, 2021 must be received by February 15, 2022.			
Special Conditions Funding for this Grant is restricted to 25% of the total award until such time as the Federal Award is received and processed by the Department. During this restriction, Grantee expenditures will be limited to (ex: salaries and fringe, routine in-state travel, standard utilities and rent). Financial obligation of the Department is contingent upon funds being made available by the Centers for Disease Control and Prevention. 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 Purchase of Service Agreement for documentation. *High-risk populations: refugees, migrants, or recent arrivals from high incidence countries high-risk racial/ethnic populations within the jurisdiction the homeless; injection drug users; recent contacts of an active TB case. Residents of high-risk congregate settings (i.e. jail/prison populations, nursing homes (not employees) and other long-term care facilities for the elderly hospitals(not employees) and other health-care facilities (not employees), residential facilities and homeless shelters) and persons with clinical conditions that place them at high-risk (i.e. people living with HIV/AIDS, other immunosuppressive conditions, or persons with abnormal chest x-rays, etc.).			
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 [Fiscal Services 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 1/16/21	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, Disease Control & Forensic Pathology	
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.			




Public Health
Prevent. Promote. Protect.

Fargo Cass Public Health

4

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 5, 2021

RE: NOTICE OF GRANT AWARD AMENDMENT WITH THE NORTH
DAKOTA DEPARTMENT OF HEALTH FOR COVID-19
MITIGATION FUNDS, TOTAL SUM OF \$8,687,816 G.19.745A
CFDA 21.019

This is a request to approve the amendment for the grant award from the North Dakota Department of Health for funding to help Fargo Cass Public Health mitigate the spread of COVID-19. This amendment provides a no cost extension through June 30, 2021.

2021 Revenue		
CARES Funding – Health	101-0000-331-12-91	\$300,000

If you have questions please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the grant award from North Dakota Department of Health

DF/lis
Enclosure

**NOTICE OF GRANT AWARD**

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

Grant Number G19.745A	CFDA Name N/A	CFDA Number 21.019
FAIN Number N/A	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 5/25/2020
Federal Award Date March 1, 2020	Federal Awarding Agency US Department of the Treasury	Grant End Date 6/30/2021

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 COVID19 Funding for Local Public Health Units	North Dakota Department of Health (NDDoH) Project Code 1151 HLH0018-15
Grantee Name Fargo Cass Public Health	Project Director Brenda Weisz
Address 1240 25 th Street South	Address 600 East Boulevard Ave. Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck ND, 58505
Contact Name Desi Fleming	Contact Name Brenda Weisz
Telephone Number 701-241-1360	Telephone Number 701-328-4542
Email Address dfleming@fargond.gov	Email Address bmweisz@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$0	\$0.00	\$0
Previous Funds Awarded	\$8,687,816	\$0.00	\$8,687,816
Total Funds Awarded	\$8,687,816	\$0.00	\$8,687,816
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

This amendment provides for a no cost extension through June 30, 2021. The need to shift funding no longer requires prior approval from Grantor.

Reporting Requirements

Expenditure reports for the period June 30, 2021 must be received by July 15, 2021. All other reporting requirements of the original agreement remain the same.

Special Conditions

All special conditions of the original agreement remain the same.

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 1/6/21	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 Brenda M. Weisz, Chief Financial Officer	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		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.

5

January 11th, 2021

To: City Commission

From: Tim Dirks, Director
Fargo Public Library

30

The Fargo Public Library would like to apply for a matching grant from the Fargo Park District Foundation for the Community Education Garden project at the Dr. James Carlson Library. The total matching amount that the library would be responsible for is \$1,930.00.

Recommended motion:

To approve the application by the Fargo Public Library to the Fargo Park District Foundation for a matching grant for the Community Education Garden project.

Attachments:

Grant Application

Fargo Park District Foundation Matching Grant Program

*The Fargo Park District Foundation **Matching Grant Program** is intended to encourage partnerships between the Fargo Park District Foundation and organizations throughout the community by providing means to sponsor projects with the Fargo Park District. The purpose of the program is to advance recreational opportunities in the City of Fargo.*

WHO CAN APPLY: Associations, organizations, clubs, or individuals in the Fargo Park District who are interested in applying for a grant to sponsor a project may apply. Projects must be facility improvements and may include the purchase of recreation equipment.

SCHOOL DISTRICT PROPERTY: Projects on Fargo or West Fargo School District property must have a letter of support from the respective School District. Projects on School District property must have a three-way dollar for dollar match with the School District, School PTO and Fargo Park District.

APPLICATION OBTAINED AT: Applications can be obtained at the Fargo Park District offices at the Depot, 701 Main Avenue Fargo, ND 58103 or by emailing a request to foundation@fargoparks.com.

APPLICATION DEADLINES: Applications are accepted twice per year. Applications must be received by 5:00 pm on January 1 and July 1. If these dates fall on a weekend, applications will be accepted until 5:00 the following Monday.

FUNDS AVAILABLE: The Fargo Park Board shall determine how many funds, if any, will be available each budget year for matching funds and may change or make exceptions to the amount at any time.

APPLICATION REVIEW/INTERVIEW: Applications will be reviewed by the Fargo Park District Foundation Board and staff who will make recommendations to the Fargo Park Board for final approval

APPLICATION APPROVAL/DENIAL: Letters will be sent to all applicants, indicating the approval or denial of grant money. For those approved, an agreement will be sent to the successful project sponsors, which states the provisions of the grant funds.

FUNDING: Projects will be funded at no more than 50 percent of the total estimated cost, or up to a maximum of \$15,000, whichever is less. The Matching Grant Program provides a dollar-for-dollar match. The program does not consider matching funds for projects with in-kind expenses. The Fargo Park Board, at its discretion, may approve funding proposals of more than \$15,000. The minimum project size for this program is \$2,500.

SCHOOL PROJECT FUNDING: Projects on School District property will be funded up to 33 1/3 % or \$15,000, whichever is less.

PROJECT SPONSOR CERTIFICATION: The project sponsor must certify that they have the necessary funds for their share of the total estimated project's cost.

GREATEST CONSIDERATION: Projects that will receive the greatest consideration are as follows:

- Projects that fit into the Fargo Park District's strategic plan, mission and vision.
- Projects that serve a wide variety of people or large number of people, rather than to projects serving a limited group.
- Projects that can be used throughout the year -- more than one season.
- Projects that have a developmental plan approved or reviewed by Fargo Park District.
- Projects that are on Park District property.
- Projects with limited operational maintenance costs over an extended time period.
- Playground projects must comply with current playground standards and guidelines. Playgrounds that include a ramp with an accessible route will receive the highest consideration.

NO CONSIDERATION: Projects that will **NOT** receive consideration for funding:

- Projects on private property as fixed improvements that are not open to the public.
- Personnel, operations, consultants.
- Projects that have begun before grant approval.
- Projects that use in-kind expenses as a match for grant application.
- Any clothing or uniforms.

PROJECT COMPLETION: The approved projects must be completed in the year they are awarded unless other arrangements have been made.

INITIAL PROJECT REVIEW: Prior to submission and deadline, **Brian Arett, Foundation Director, must be contacted at 701-356-1420** to conduct an initial project review to make sure project meets minimum specifications.

RECOGNITION OF MATCHING GRANT: The approved projects shall have a recognition plaque, dedication, or some other recognition signifying the project is part of the Fargo Park District Foundation Matching Grant Program.

ADMINISTRATION AND ACCOUNTING: Administration and accounting procedures are determined by agreement with approved parties. All approved projects on Park District property must follow Park District purchasing guidelines, local ordinances, and state laws. Upon completion of the projects on Park District property, Fargo Park District assumes ownership of the improvement or equipment, unless other arrangements are agreed upon.

2020 MATCHING GRANT APPLICATION

APPLICATION DEADLINE: 5:00 PM ON JANUARY 1 AND JULY 1

COMPLETE AND RETURN TO:

Fargo Park District Foundation • Attn: Brian Arett
701 Main Avenue • Fargo, ND 58103 • (701) 356-1420
barett@fargoparks.com

1. DATE OF APPLICATION: 12-04-2020
2. APPLICANT: Fargo Public Library – Dr. James Carlson Library

CONTACT PERSON: Lori West

ADDRESS: 2801 32nd Avenue South

CITY: Fargo

STATE/ZIP: 58103

TELEPHONE NUMBER: (H) 701-476-5977 (C) 701-541-0462

EMAIL ADDRESS: lwest@fargolibrary.org

3. PROJECT TITLE: FPL Education Garden
4. ESTIMATED PROJECT START DATE: 04/2021 COMPLETION DATE: 11/2021
5. DESCRIPTION OF PROPOSED PROJECT (INCLUDE LOCATION AND SITE MAPS WHERE APPLICABLE):

Location: The vegetable garden will be located to the northwest of the Dr. James Carlson Library, just outside the community room. Three 6'x12' beds will serve as the starting point for our community education garden space. A pollinator garden is also being installed on the south side of the property, next to Valley Senior Services. See blue markers in provided image.



6. JUSTIFICATION FOR PROJECT: We believe that the gardens complement the Fargo Park District's mission of improving the lifestyle of the community by encouraging environmental education, outside activity, and intergenerational togetherness. The project would serve all ages, with different activities of varying participation levels, and is planned to target different demographics. There is ample parking in the vicinity, and the gardens are easily accessible via the existing sidewalks. The gardens would be put to use in the spring, summer, and fall. With current COVID19 concerns, we feel that now is an opportune time to move forward in partnership with the Fargo Park District and Growing Together, as the project lends itself naturally to social distancing.
7. ESTIMATED NUMBER OF PEOPLE BENEFITED: Hundreds; over time, thousands
8. ESTIMATED AGE CATEGORIES BENEFITED: School Aged Children, Teens, Adults, and Senior Citizens
9. TOTAL ESTIMATED PROJECT COST (INCLUDE ANY PRICE QUOTES OR COST ESTIMATES RECEIVED): \$3,859
10. ASSISTANCE REQUESTED: \$1,930
11. APPLICANT'S CONTRIBUTION: \$1,930
12. OTHER SOURCES OF ASSISTANCE (NAME, TYPE, AMOUNT): Our contribution would come from the Fargo Public Library and/or The Friends of the Fargo Public Library (a separate 501c3 organization)
13. BY SIGNING OR TYPING MY NAME BELOW, I HEREBY CERTIFY THAT FUNDS IN THE AMOUNT OF (AT LEAST 50 PERCENT OF TOTAL ESTIMATED COSTS) ARE AVAILABLE FOR THE ABOVE STATED PROJECT: \$1,930

SIGNATURE: Lori West

TITLE: Branch Services Manager

DATE: 12-4-2020

PROJECT COST ESTIMATES

Project Item	Units	Unit Cost	Line Total
Pollinator Plants	1	\$200	\$200
Arrow Woodridge 10' x 8' Steel Shed	1	\$700	\$700
Arrow Storage Shed Floor Frame Kit	1	\$120	\$120
5/8" x 4' x 8' Plywood Sheathing	3	\$25	\$75
Padlock	1	\$12	\$12
AC2® 4" x 4" x 10' #2 Ground Contact Green Pressure Treated Timber – Sign Posts and Bed Supports	10	\$20	\$200
Pea Gravel	4	\$3	\$12
50 lb. Fast-Setting Concrete Mix	6	\$6	\$36
Digging Shovel	2	\$15	\$30
Transfer Shovel	2	\$15	\$30
Spade	2	\$15	\$30
Spading Fork	1	\$25	\$25
Tine Rake	2	\$20	\$40
Leaf Rake	1	\$15	\$15
Pruners and Shears - Mix	1	\$60	\$60
Garden Hoe	4	\$15	\$60
Garden Claw	2	\$25	\$50
Yardworks® Poly Utility Dump Cart - 1100 lb.	1	\$120	\$120
Yardworks® Steel Utility Cart - 900 lb.	1	\$100	\$100
Garden Glove - Multi Pack	1	\$50	\$50
Kneeling Pads	2	\$5	\$10
Hand Tool Set	2	\$50	\$100

Hose Reel	1	\$120	\$120
Garden Hose	4	\$20	\$80
Extension Hose	3	\$10	\$30
Soaker Hose	5	\$20	\$100
Nozzle	2	\$10	\$20
Irrigation Timer	1	\$30	\$30
Cattle Panels	6	\$30	\$180
Seed Starter Mix	4	\$40	\$160
2.5" Seed Peat Pots Case	1	\$130	\$130
2" x 10" x 16' Ground Contact Green Pressure Treated Lumber	2	\$32	\$64
2" x 10" x 12' Ground Contact Green Pressure Treated Lumber	6	\$30	\$180
2" x 10" x 8' Ground Contact Green Pressure Treated Lumber	2	\$20	\$40
2" x 10" x 6' Ground Contact Green Pressure Treated Lumber	6	\$18	\$108
1lb box 2" Star Drive Screws	2	\$8	\$16
Hanging Weight Scale	1	\$40	\$40
8' Steel Fence Studded T-Post for Tomato Trellis Support	10	\$6	\$60
6' Heavy Duty Steel Fence Studded T-Post for Arches	16	\$6	\$96
5' Heavy Duty Steel Fence Studded T-Post for Rabbit Fence	20	\$5	\$100
Poultry Fencing 36" tall	1	\$150	\$150
Outdoor Picnic Blanket Water-Resistant for Children's Activities	4	\$20	\$80
Total			\$3,859
Library Contribution			\$1,930
Fargo Park District Foundation			\$1,930

APPLICATION CHECKLIST

- ☐ Initial project review with Facilities and Programs Directors
- ☐ Application completed
- ☐ Project sponsor certification of funds available

SCHOOL PROJECTS:

- ☐ Letter of approval from School District
- ☐ Letter of approval from school principal



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January 11th, 2021

To: City Commission

From: Tim Dirks, Director
Fargo Public Library

TSD

The City of Fargo has a lease relationship with BOAS Northport LLC for the Northport Library Branch. The space continues to provide an optimal location for our north side location.

Recommended motion:

To approve the second amendment to the lease agreement with BOAS Northport LLC per the action of the City of Fargo Finance Committee.

Attachments:

Sole Source Procurement Form (SSP21026).

Second Amendment to Lease Agreement with BOAS Northport LLC (RSA16165).



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

BOAS Northport LLC

Estimated Dollar Amount of Purchase:

\$256,039.00

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

The service is the leased space in the Northport Shopping Center for the Northport Branch Library.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

The space in the Northport Shopping Center continues to be an optimal location for the Northport Branch Library and continues to meet the needs of the branch.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

While no formal investigation was conducted, the benefits of the current location and the considerable costs and disruption of moving provide significant reasons to continue the current relationship.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

--

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

--

Signature: _____
(Requestor)

Printed Name: Timothy S. Dirks, MLIS, MPA

Department: Library

Title: Director

Date: 12.4.20

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

(Requestor initials)

SECOND AMENDMENT TO LEASE AGREEMENT

This **SECOND AMENDMENT TO LEASE AGREEMENT** ("Amendment") is made by and between **BOAS NORTHPORT LLC**, a Delaware limited liability company ("Landlord"), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation ("Tenant"), as of this ____ day of December 2020 ("Effective Date"), with reference to the following:

- A. **WHEREAS**, Landlord and Tenant are parties to that certain Lease Agreement, dated October 21, 2005, as amended by that certain First Amendment to Lease Agreement, dated January [], 2014 (collectively, the "Lease"), pursuant to which Tenant leases those certain premises known as 2616 North Broadway, Fargo, North Dakota, as more particularly described in the Lease (the "Premises");
- B. **WHEREAS**, the term of the Lease expired October 31, 2020; and
- C. **WHEREAS**, Landlord and Tenant wish to amend the Lease pursuant to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Renewal Term; Minimum Rental.** Notwithstanding anything to the contrary in the Lease, the term of the Lease is hereby extended for a period of five (5) years ("Renewal Period"), commencing November 1, 2020 and expiring October 31, 2025. The minimum rent payable by Tenant to Landlord during the Renewal Period shall be as set forth in the schedule below:

Period	Annual Minimum Rental	Monthly Minimum Rental*
November 1, 2020 – October 31, 2021	\$49,200.00	\$4,100.00
November 1, 2021 – October 31, 2022	\$50,184.00	\$4,182.00
November 1, 2022 – October 31, 2023	\$51,187.68	\$4,265.64
November 1, 2023 – October 31, 2024	\$52,211.43	\$4,350.95
November 1, 2024 – October 31, 2025	\$53,255.66	\$4,437.97

*In addition, Tenant shall continue to be responsible for all pass-through expenses (Tenant's Proportionate Share of the Shopping Center's Maintenance Costs) and any other Additional Rental as required under the Lease.

2. **As-Is.** Tenant is in possession of the Premises and continues to accept the Premises in its "as is" condition. Tenant acknowledges and agrees that Landlord is under no obligation to refurbish the Premises or construct any improvements in the Premises or provide any improvement allowance to Tenant.

3. **Brokers and Agents.** Tenant warrants it has had no dealings with any broker or agent in connection with this Amendment nor is any other broker or agent entitled to any commission in connection herewith and covenants to defend, with counsel approved by Landlord, and hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to Tenant's dealings in connection with this Amendment.

4. **Status of Lease.** Tenant hereby certifies to Landlord that: (a) the Lease, as amended hereby, constitutes the entire agreement between Landlord and Tenant with respect to the Premises; (b) there have been no amendments to or modifications of the Lease except as specifically set forth herein; (c) the Lease is in full force and effect as of the date hereof; (d) there are no defaults under the Lease on the part of the Landlord; (e) there are no offsets, counterclaims or defenses of or by Tenant under the Lease against Landlord nor any events that would constitute a basis for such offsets, counterclaims or defenses against Landlord upon the lapse of time, the giving of notice, or both; and (f) Landlord has made no representations or warranties concerning the Lease or the

Tenant Initials _____

Landlord Initials _____

Premises.

5. **Entire Agreement.** This Amendment sets forth the entire agreement between Landlord and Tenant with respect to the matters set forth herein. This Amendment is incorporated into the Lease. There have been no additional oral or written representations or agreements. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control.

6. **Definitions.** All initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease, unless the context clearly indicates otherwise. From and after the date thereof, references to the Lease shall mean the Lease as amended hereby.

7. **Applicability of Lease; Effective Date.** Except as modified by this Amendment, the Lease, shall remain in full force and effect, and shall apply to the Premises upon all of the terms and conditions set forth therein and herein. This Amendment shall be effective upon execution and delivery by Landlord and Tenant. Landlord shall be authorized to insert the Effective Date upon execution of this Amendment by Landlord.

8. **Authorization.** Each individual or party executing this Amendment hereby represents and warrants that he, she, or it has the capacity set forth on the signature page(s) hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Amendment to the terms hereof.

9. **Counterparts; Delivery.** This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument. A facsimile, pdf or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof. This Amendment, when delivered by e-mail, shall be effective upon receipt of said e-mail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LANDLORD:

BOAS NORTHPORT LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT:

CITY OF FARGO,
a North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor

Tenant Initials _____

Landlord Initials _____

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR

DATE: JANUARY 7, 2021

RE: FUNDING TRANSFER FOR REMAINING HOUSING ASSISTANCE
FROM RED RIVER TASK FORCE COVID-19 FUNDS

On November 2, the City Commission approved an allocation of up to \$1.2 million in Red River Task Force (RRTF) COVID-19 funds for housing and utility assistance. This funding was to be administered by Southeastern North Dakota Community Action Agency (SENDCAA) and Presentation Partners in Housing (PPiH). The City of Fargo also utilized this funding for the Landlord Tenant Program. An additional \$1 million was approved by the City Commission on December 14, 2020.

The program has operated since mid-November and closed at the end of December 2020. Between our partners at SENDCAA and PPiH and the City's program, assistance was provided to over 800 qualified households over the course of eight weeks, preventing evictions and keeping people housed.

In order to process all remaining rental assistance requests received by the application deadline, staff seeks a reprogramming of \$66,477.36 in Red River Task Force (RRTF) COVID-19 funding. This amount has been recaptured from RRTF projects (funded as part of quarantine and isolation support) which did not utilize their entire award amount.

Recommendation:

Approve City of Fargo to reallocate \$66,477.36 in recaptured Red River Task Force COVID-19 funding to process the remaining requests for housing assistance administered by SENDCAA, Presentation Partners in Housing, and the City of Fargo's Landlord Tenant Program.

M E M O R A N D U M

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TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *N*

DATE: JANUARY 7, 2021

RE: 2021 ESHARA PARTNERS CONTRACT, CONTINUATION OF COVID-19 QUARANTINE AND SUPPORT ACTIVITIES

Since June, the Red River COVID-19 Task Force's education and awareness and quarantine support subcommittee, through the City of Fargo's State COVID-19 Grant allocation, has contracted with the ESHARA Partners (Ethnic-Self-Help Alliance for Refugee Assistance). For the past seven months, ESHARA has been providing family assistance, translation services, education, and case management to New American households directly and indirectly affected by COVID-19 and for people who might not have access to mainstream communications or supportive resources. ESHARA Partners have Community Response Team members who cover several languages and ethnicities, including Somali, Swahili, Dinka, Arabic, Nepali, and Kurdish. They have directly served hundreds of clients survive the pandemic.

In order to continue this partnership, ESHARA Partners is seeking \$143,000 to fund operations through April 30, 2021. This item was approved at the November 25 Finance Committee meeting. Funding is available through the City's CARES funding allocation.

Recommendation:

Approve executing attached agreement between the City of Fargo and the Afro American Development Association (on behalf of ESHARA Partners) to provide \$143,000 for Covid-19 response efforts through April 30, 2021.

Subrecipient Agreement

Between the City of Fargo & Afro American Development Association

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Subrecipient Agreement Between the City of Fargo & AADA

THIS AGREEMENT is entered into this 1st day of January, 2021, (the "Commencement Date") by and between the City of Fargo (the "City"), a North Dakota municipal corporation, and the Afro American Development Association, a North Dakota non-profit organization (the "Subrecipient").

WHEREAS, the City is willing to make available up to **\$143,000** from various sources, including its Social Service funds and/or any COVID-19 CARES grant funds, for the purposes outlined herein, in particular for low income and vulnerable populations; and

WHEREAS, the City wishes to engage the non-profit Subrecipient to respond to COVID-19, including addressing impacts of COVID-19, including family assistance, translation services, education, and case management to New American households directly and indirectly affected by COVID-19 and for people who might not have access to mainstream supportive resources.

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Program Delivery

As a condition of receiving this sub-award, the Subrecipient will administer funds in response to, preparation for, and in the prevention of the spread of COVID-19 as it relates to needs associated with quarantine, isolation, and public health of New Americans during the pandemic. The work performed shall be in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement. The Program will include the following activities:

1. Partner with public health consultants to provide training and technical assistance to our team of contracted professionals and other strategic New American leaders, who will form a Community Response Team
2. Fund a Community Response Team to aid in case management and sharing information about COVID-19 prevention and response services to the New Americans in Fargo.
3. Equip Community Response Team with technology support to communicate remotely with the New American communities.
4. Provide emergency assistance to New Americans for PPE, groceries, transportation assistance, and other basic needs.
5. Assist with the distance learning for New American families with school-age children
6. Help community members complete online unemployment benefits applications; communicate with benefits administrators; and connect them with the resources they need to survive the pandemic.

1. Criteria for Households Served

All beneficiaries must be directly or indirectly affected by Covid-19.

2. Levels of Accomplishment – Goals & Performance Measures

The Subrecipient will submit monthly benefit data reports to the City of Fargo, including the number of clients each ESHARA agency assisted through each program, as well as the amount of direct emergency financial assistance distributed.

3. Performance Monitoring

The City will monitor the performance of the Subrecipient against the requirements of this Agreement, including timeframes, goals, and performance standards. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after notification by the City, suspension or termination procedures will be initiated. If at any time the actual performance outcomes vary greatly from the goals, an amendment to either the goals or funding amount may be performed.

II. BUDGET & USE OF FUNDS

The funds shall be used according to the budget submitted by the Subrecipient. The Subrecipient may revise its City funds up to 10% of the total grant amount per category, excluding administrative fee. Anything more will require approval from City staff, in writing.

ESHARA COVID-19 Budget – January through April 2021

Item	Total
Emergency assistance for families	\$28,000
Community Response Team staffing	\$90,000
Public Health Professional Consultants	\$12,000
Administrative Fee	\$13,000
TOTAL	\$143,000

III. PAYMENT

A. General Payment Terms

1. Maximum Amount

The total amount to be paid by the City under this Agreement shall not exceed **\$143,000**. Indirect costs and travel expenses are not billable expenses for this project.

2. Requests for Payment

The Subrecipient will submit to the City requests for payments of activities under this Agreement and consistent with the approved budget. Requests for payment will be by reimbursement only. Categories will be outlined in the request or invoice. Requests for payment must include documentation for each expense payment is requested (e.g. receipts, invoices).

3. Payment

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient not to exceed the actual cash requirements. Payment requests for eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with applicable performance criteria. The Subrecipient must submit an invoice to the City of Fargo for reimbursement of expense within 90 days of expense. Payments will be made within 14 days of the City accepting an invoice. If the City requests any additional items or information regarding an invoice, payment may be delayed. The City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

B. Duplication of Benefits

In consideration of Subrecipient's funds from the City, the Subrecipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Subrecipient under this Agreement and that are determined in the sole discretion of the City to be a duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Subrecipient, which can be used to pay for the costs described under Section III. Budget & Use of Funds for the scope of work described in this agreement that are to be paid for by this grant.

Upon receiving any proceeds from other relief programs or loan programs for this scope of work, that were not already described in the grant application, Subrecipient agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

IV. GENERAL CONDITIONS

A. Indemnification & Hold Harmless

The Subrecipient agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting solely from the negligent acts or omissions of the Subrecipient, or the Subrecipient's contractors, successors, or assigns in connection with the

work on the property, and the Subrecipient will, at the Subrecipient's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such matter or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any reasonable attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein. Notwithstanding anything to the contrary contained herein, the Subrecipient's obligation hereunder shall not apply to the extent such liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property, are a result of the acts or omissions of the City.

B. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision.

C. Conflict of Interest

The Subrecipient agrees to the following:

- The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts.
- No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to City-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the City-assisted activity, or with respect to the proceeds from the City-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Subrecipient, or any designated public agency.

V. ADMINISTRATIVE REQUIREMENTS

A. Monthly Reports

The Subrecipient will submit monthly benefit data reports to the City of Fargo, including the number of clients each ESHARA agency assisted through each program, as well as the amount of direct emergency financial assistance distributed.

B. Procurement/Purchasing Requirements

Should the Subrecipient need to make any purchases with any portion of the City funds received under this Agreement, the following must be used.

1. Compliance

Per the City Purchase Policy's Emergency Purchase provision, the Subrecipient shall obtain at least one fair and reasonable quote for all purchases under \$150,000.

2. Assurances

The Subrecipient agrees to use grant funds for the purposes authorized by the City of Fargo. The Subrecipient further agrees to comply with the assurances, attached as Exhibit "B", and made a part of this agreement, which are required by the North Dakota Department of Health for all grants.

VI. ENTIRE AGREEMENT

The provisions as set forth in items I-VII, and all attachments of this agreement constitute the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

Subrecipient

SIGNED THE ____ DAY OF
_____, 20 ____.

**AFRO AMERICAN DEVELOPMENT
ASSOCIATION**

By: _____
Hukun Dabar
Its: Executive Director

City of Fargo

SIGNED THE ____ DAY OF
_____, 20 ____.

CITY OF FARGO, a North Dakota
municipal corporation

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

ATTEST:

VII. EXHIBIT B – Requirements & Subrecipient Assurances Agreement

REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT BETWEEN CITY OF FARGO AND SUBRECIPIENT FOR THE PERIOD JANUARY 1, 20201 THROUGH APRIL 30, 2021

SECTION ONE: REQUIREMENTS

1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING

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

2. AUTHORITY TO CONTRACT

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantors express written consent. Subrecipient may not enter into subcontracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

3. INDEPENDENT ENTITY

Subrecipient is an independent entity under this grant and is not a Grantor employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Subrecipient retains sole and absolute discretion in the manner and means of carrying out Subrecipient's activities and responsibilities under this Grant.

4. STATE AUDIT REQUIREMENTS

All records, regardless of physical form and the accounting practices and procedures of Subrecipient relevant to this Agreement are subject to examination by the North Dakota Department of Health, the North Dakota State Auditor, the Auditor's designee. or Federal auditors, if required. Subrecipient shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. Grantor, State Auditor. or Auditor's designee shall provide reasonable notice to Subrecipient prior to conducting examination.

5. RETENTION OF RECORDS

Subrecipient agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this agreement. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

6. TERMINATION

a) Termination by Mutual Agreement

This Grant may be terminated by mutual consent of both parties executed in writing.

b) Early Termination in the Public Interest

Grantor is entering into this Agreement for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Agreement

ceases to further the public policy of the State of North Dakota, Grantor, in its sole discretion, by written notice to SUBRECIPIENT, may terminate this Agreement in whole or in part. 2020 Notice of Grant Award Requirements Addendum and Subrecipient Assurances

c) Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this Agreement under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

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

d) Termination for Cause

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

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

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

7. CONTINGENT LIABILITY

During the term of this agreement, and for three years after this agreement expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

8. DELAY OR DEFAULT FORCE MAJEURE

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

9. NOTICE

All notice or other communication required under this grant must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

GRANTOR	SUBRECIPIENT
Tia Braseth, Planning Coordinator	Hukun Dabar
City of Fargo	Afro American Development Association
225 4th Street North	1902 3 rd Ave N
Fargo, ND 58102	Fargo, ND 58102

NOTE: This section is to be completed by the Subrecipient prior to returning to the Grantor.

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

10. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this grant did not contain that term.

11. COLLATERAL CONTRACTS

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

12. WORKS FOR HIRE

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

13. WORK PRODUCT

All work product or materials created for Subrecipient or purchased by Subrecipient under this Grant belong to Subrecipient and must be immediately delivered to Subrecipient at Subrecipient's request upon termination of this Grant.

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

Subrecipient understands that, in accordance with this agreement's Confidentiality clause, Grantor must disclose to the public upon request any records it receives from Subrecipient. Subrecipient further understands that any records obtained or generated by Subrecipient under this agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Subrecipient agrees to contact Grantor promptly upon receiving a request for information under the public records law and to comply with Grantor's instructions on how to respond to the request.

15. CONFIDENTIALITY

Subrecipient agrees not to use or disclose any information it receives from Grantor under this agreement that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant, or as authorized by state or federal laws, or as authorized in advance by Grantor. Grantor agrees not to disclose any information it receives from Subrecipient that Subrecipient has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Subrecipient and Grantor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Subrecipient and Grantor are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, N.D.C.C. ch. 44-04, Subrecipient and Grantor must disclose to the public upon request any records received from each other. Subrecipient and Grantor agree to contact the other immediately upon receiving a request for such information under state or federal law. The duty of Grantor and Subrecipient to maintain confidentiality of information under this section continues beyond the Term of this grant.

16. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this grant, and Grantor is the prevailing party, Subrecipient shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit, except **when** prohibited by N.D.C.C. § 28-26-04 or when Subrecipient is a governmental entity.

17. ALTERNATIVE DISPUTE RESOLUTION —JURY TRIAL

By this award, Grantor does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

18. APPLICABLE LAW AND VENUE

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

19. SPECIAL CONDITIONS

Funding will be provided on a reimbursement basis up to the amount awarded in the agreement based on allowable expenditures as identified in section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as January 1, 2021.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Subrecipient agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 - Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Subrecipient agrees to timely file all required reports, make required payroll deductions, and timely pay all **taxes** and premiums owed, including

sales and use taxes, unemployment compensation and workers' compensation premiums. Subrecipient shall have and keep current at all times during the Term of this agreement all licenses and permits required by law. Subrecipient's failure to comply with this section may be deemed a

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

21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this agreement beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this grant. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the agreement will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the agreement as provided above.

22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS

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

23. EVALUATION

Grantor shall, throughout the effective dates on the agreement, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the award. Compliance with Contract Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and objectives.

SECTION TWO: SUBRECIPIENT ASSURANCES

24. ASSURANCES

In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following:

- a) Fair Labor Standards Act. Equal Pay Act of 1963,
- b) Titles VI and VII of the Civil Rights Act of 1964.
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967.
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.
- i) Section 504 of the Rehabilitation Act of 1973.
- j) Executive Order 13043, Increasing Seat Belt Use in the United States, k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),

- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

25. APPLICABLE COSTS

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

26. DEBARMENT/SUSPENSION

By signing this agreement, Subrecipient certifies that neither Subrecipient, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

27. APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Subrecipient must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

28. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement: or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Public Law No. 104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or grassroots lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or grass roots' lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

29. SMOKE FREE

Any Subrecipient that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 23-12-11. Further, if Subrecipient is not in North Dakota, Subrecipient will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

30. ENERGY AND ENVIRONMENTAL CONSERVATION

Subrecipient must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a)).

31. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247).

32. EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D. §200.313, title to equipment acquired under a grant will vest upon acquisition in the Subrecipient.

33. FEDERAL AUDIT REQUIREMENTS

Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this grant by reference.

**SUBRECIPIENT CERTIFICATIONS FOR REQUIREMENTS (SECTION ONE) AND SUBRECIPIENT ASSURANCES
(SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD JANUARY 1, 2021 THROUGH APRIL
30, 2021**

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum and Subrecipient Assurances applicable to funding received through all grants issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.

I certify that if my organization/agency receives \$750000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.

I certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 33 of the Subrecipient Assurances.

If my organization/agency has grant(s) in place that extend past June 30, 2021, I agree that this Requirements Addendum and Subrecipient Assurances will become a part of the grant(s).

Agency/Organization (Subrecipient) Afro American Development Association		
Name and Title: Hukun Dabar, Executive Director		
Address: 1350 32 nd St S		
City: Fargo	State: ND	9 Digit Zip Code: 58103
DUNS Number:	Federal Taxpayer Identification Number:	
Signature:		Date:

MEMORANDUM

9

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: JANUARY 7, 2021

RE: NEW LIFE CENTER 2021 FUNDING, CONTINUATION OF COVID-19 QUARANTINE AND SUPPORT ACTIVITIES

As part of the budget for COVID-19 quarantine support, prevention, preparation, and response approved at the August 24 City Commission meeting, the City of Fargo, through its State COVID-19 Red River Task Force grant, has been funding the New Life Center for the past four months to fit-up and operate a second emergency homeless shelter. The second building is vital to accommodating the increase in clients during the winter while adhering to Covid-19 capacity restrictions.

In order to continue this partnership through the winter, New Life Center is seeking \$139,080 to fund its secondary shelter operations through April 30, 2021. In addition, they are seeking \$35,500 to increase Covid-19 capacity and safety measures at its original shelter. Both these items were approved at the November 25 Finance Committee meeting. Funding is available through the City's CARES funding allocations.

Recommendation:

Approve executing attached agreements between the City of Fargo and the New Life Center to provide \$139,080 for its winter overflow shelter and \$35,500 for equipment and staffing to safely enhance capacity at its original shelter through April 30, 2020.



Subrecipient Agreement

Between the City of Fargo & New Life Center

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Subrecipient Agreement Between the City of Fargo & New Life Center

THIS AGREEMENT is entered into this 1st day of January, 2021, (the "Commencement Date") by and between the City of Fargo (the "City"), a North Dakota municipal corporation, and the New Life Center, a North Dakota non-profit organization (the "Subrecipient").

WHEREAS, the City is willing to make available up to **\$139,080** from various sources, including Social Service funds or any COVID-19 CARES grant funds, or additional COVID-19 federal stimulus funds for the purposes outlined herein, in particular to shelter low income and vulnerable populations; and

WHEREAS, the City wishes to engage the non-profit Subrecipient to respond to COVID-19, including addressing impacts of COVID-19, including funding staff and other operational costs (e.g., utilities, rent, security) necessary to operate the emergency overflow shelter.

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Program Delivery

As a condition of receiving this sub-award, the Subrecipient will administer funds in response to, preparation for, and in the prevention of the spread of COVID-19 as it relates to needs associated with emergency overflow shelter for people who are homeless during the pandemic. The work performed shall be in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement. The Program will include the following activities:

- **Activity One:** Hire staff to manage additional shelter space.
- **Activity Two:** Cover other operational costs including security, rent, and utilities.

1. Criteria for Households Served

All beneficiaries must be homeless or without safe shelter.

2. Levels of Accomplishment – Goals & Performance Measures

Activity One: Employ additional staff to meet demand through 4/30/21.

Activity Two: Cover additional operational expenses to meet demand through 4/30/21.

In addition, the New Life Center will continue to participate with metro-wide shelter coordination strategies to include emergency quarantine and isolation support.

3. **Performance Monitoring**

The City will monitor the performance of the Subrecipient against the requirements of this Agreement, including timeframes, goals, and performance standards. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after notification by the City, suspension or termination procedures will be initiated. If at any time the actual performance outcomes vary greatly from the goals, an amendment to either the goals or funding amount may be performed.

II. **BUDGET & USE OF FUNDS**

The funds shall be used according to the budget submitted by the Subrecipient. The Subrecipient may revise its City funds up to 10% of the total grant amount per category. Anything more will require approval from City staff, in writing.

New Life Center COVID-19 Budget

Item	Total
Labor	\$108,000
Security	\$16,400
Rent	\$8,000
Other Facility Expenses (utilities, etc.)	\$6,680

III. **PAYMENT**

A. **General Payment Terms**

1. **Maximum Amount**

The total amount to be paid by the City under this Agreement shall not exceed **\$139,080**. Indirect costs and travel expenses are not billable expenses for this project.

2. **Requests for Payment**

The Subrecipient will submit to the City requests for payments of activities under this Agreement and consistent with the approved budget. Requests for payment will be by reimbursement only. Categories will be outlined in the request or invoice. Requests for payment must include documentation for each expense payment is requested (e.g. receipts, invoices). See Exhibit A for invoice sample.

3. **Payment**

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any

approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient not to exceed the actual cash requirements. Payment requests for eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with applicable performance criteria. The Subrecipient must submit an invoice to the City of Fargo for reimbursement of expenses within 90 days of expense. Payments will be made within 14 days of the City accepting an invoice. If the City requests any additional items or information regarding an invoice, payment may be delayed. The City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

B. Duplication of Benefits

In consideration of Subrecipient's funds from the City, the Subrecipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Subrecipient under this Agreement and that are determined in the sole discretion of the City to be a duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Subrecipient, which can be used to pay for the costs described under Section III. Budget & Use of Funds for the scope of work described in this agreement that are to be paid for by this grant.

Upon receiving any proceeds from other relief programs or loan programs for this scope of work, that were not already described in the grant application, Subrecipient agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

IV. GENERAL CONDITIONS

A. Indemnification & Hold Harmless

The Subrecipient agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting solely from the negligent acts or omissions of the Subrecipient, or the Subrecipient's contractors, successors, or assigns in connection with the work on the property, and the Subrecipient will, at the Subrecipient's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such matter or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any reasonable attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein. Notwithstanding anything to the contrary contained herein, the Subrecipient's obligation hereunder shall not apply to the extent such liability,

damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property, are a result of the acts or omissions of the City.

B. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision.

C. Conflict of Interest

The Subrecipient agrees to the following:

- The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts.
- No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to City-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the City-assisted activity, or with respect to the proceeds from the City-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Subrecipient, or any designated public agency.

V. ADMINISTRATIVE REQUIREMENTS

A. Final Report

The Subrecipient shall submit a final report within 90 days of project completion, to include the number of beneficiaries served through April 30, 2021 and the number of new jobs created.

B. Procurement/Purchasing Requirements

Should the Subrecipient need to make any purchases with any portion of the City funds received under this Agreement, the following must be used.

1. Compliance

Per the City Purchase Policy's Emergency Purchase provision, the Subrecipient shall obtain at least one fair and reasonable quote for all purchases under \$150,000.

2. Assurances

The Subrecipient agrees to use grant funds for the purposes authorized by the City of Fargo. The Subrecipient further agrees to comply with the assurances, attached as Exhibit "B", and made a part of this agreement, which are required by the North Dakota Department of Health for all grants.

VI. ENTIRE AGREEMENT

The provisions as set forth in items I-VII, and all attachments of this agreement constitute the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

Subrecipient

SIGNED THE ____ DAY OF

_____, 20____.

New Life Center

By: _____

Rob Swiers

Its: Executive Director

Federal ID # 45-0228056

DUNS # 135269249

City of Fargo

SIGNED THE ____ DAY OF

_____, 20____.

CITY OF FARGO, a North Dakota
municipal corporation

By: _____

Timothy J. Mahoney, M.D.

Its: Mayor

ATTEST:

VII. EXHIBIT B – Requirements & Subrecipient Assurances Agreement

Please complete and sign.

**REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT BETWEEN CITY OF FARGO ACTING
THROUGH ITS NORTH DAKOTA DEPARTMENT OF HEALTH (Grantor) NOTICE OF GRANT AWARD
AND SUBRECIPIENT
FOR THE PERIOD JANUARY 1, 2021 THROUGH APRIL 30, 2021**

SECTION ONE: REQUIREMENTS

1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING

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

2. AUTHORITY TO CONTRACT

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantors express written consent. Subrecipient may not enter into subcontracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

3. INDEPENDENT ENTITY

Subrecipient is an independent entity under this grant and is not a Grantor employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Subrecipient retains sole and absolute discretion in the manner and means of carrying out Subrecipient's activities and responsibilities under this Grant.

4. STATE AUDIT REQUIREMENTS

All records, regardless of physical form and the accounting practices and procedures of Subrecipient relevant to this Agreement are subject to examination by the North Dakota Department of Health, the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Subrecipient shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. Grantor, State Auditor, or Auditor's designee shall provide reasonable notice to Subrecipient prior to conducting examination.

5. RETENTION OF RECORDS

Subrecipient agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this agreement. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

6. TERMINATION

a) Termination by Mutual Agreement

This Grant may be terminated by mutual consent of both parties executed in writing.

b) Early Termination in the Public Interest

Grantor is entering into this Agreement for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Agreement ceases to further the public policy of the State of North Dakota, Grantor, in its sole discretion, by written notice to SUBRECIPIENT, may terminate this Agreement in whole or in part. 2020 Notice of Grant Award Requirements Addendum and Subrecipient Assurances

c) Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this Agreement under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

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

d) Termination for Cause

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

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

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

7. CONTINGENT LIABILITY

During the term of this agreement, and for three years after this agreement expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

8. DELAY OR DEFAULT FORCE MAJEURE

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

9. NOTICE

All notice or other communication required under this grant must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

GRANTOR	SUBRECIPIENT
Tia Braseth, Planning Coordinator	Rob Swiers, Executive Director
City of Fargo	New Life Center
225 4th Street North	1902 3 rd Ave N
Fargo, ND 58102	Fargo, ND 58102

NOTE: This section is to be completed by the Subrecipient prior to returning to the Grantor.

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

10. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this grant did not contain that term.

11. COLLATERAL CONTRACTS

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

12. WORKS FOR HIRE

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

13. WORK PRODUCT

All work product or materials created for Subrecipient or purchased by Subrecipient under this Grant belong to Subrecipient and must be immediately delivered to Subrecipient at Subrecipient's request upon termination of this Grant.

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

Subrecipient understands that, in accordance with this agreement's Confidentiality clause, Grantor must disclose to the public upon request any records it receives from Subrecipient. Subrecipient further understands that any records obtained or generated by Subrecipient under this agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Subrecipient agrees to contact Grantor promptly upon receiving a request for information under the public records law and to comply with Grantor's instructions on how to respond to the request.

15. CONFIDENTIALITY

Subrecipient agrees not to use or disclose any information it receives from Grantor under this agreement that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant, or as authorized by state or federal laws, or as authorized in advance by Grantor. Grantor agrees not to disclose any information it receives from Subrecipient that Subrecipient has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Subrecipient and Grantor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Subrecipient and Grantor are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, N.D.C.C. ch. 44-04, Subrecipient and Grantor must disclose to the public upon request any records received from each other. Subrecipient and Grantor agree to contact the other immediately upon receiving a request for such information under state or federal law. The duty of Grantor and Subrecipient to maintain confidentiality of information under this section continues beyond the Term of this grant.

16. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this grant, and Grantor is the prevailing party, Subrecipient shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by N.D.C.C. § 28-26-04 or when Subrecipient is a governmental entity.

17. ALTERNATIVE DISPUTE RESOLUTION —JURY TRIAL

By this award, Grantor does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

18. APPLICABLE LAW AND VENUE

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

19. SPECIAL CONDITIONS

Funding will be provided on a reimbursement basis up to the amount awarded in the agreement based on allowable expenditures as identified in section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as January 1, 2021.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

required reports, make required payroll deductions, and timely pay all **taxes** and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Subrecipient shall have and keep current at all times during the Term of this agreement all licenses and permits required by law. Subrecipient's failure to comply with this section may be deemed a

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21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this agreement beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this grant. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the agreement will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the agreement as provided above.

22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS

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

23. EVALUATION

Grantor shall, throughout the effective dates on the agreement, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the award. Compliance with Contract Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and objectives.

SECTION TWO: SUBRECIPIENT ASSURANCES

24. ASSURANCES

In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following:

- a) Fair Labor Standards Act. Equal Pay Act of 1963,
- b) Titles VI and VII of the Civil Rights Act of 1964.
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967.
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.
- i) Section 504 of the Rehabilitation Act of 1973.

- j) Executive Order 13043, Increasing Seat Belt Use in the United States, k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

25. APPLICABLE COSTS

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

26. DEBARMENT/SUSPENSION

By signing this agreement, Subrecipient certifies that neither Subrecipient, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

27. APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Subrecipient must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

28. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement: or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Public Law No. 104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or grassroots lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or grass roots' lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

29. SMOKE FREE

Any Subrecipient that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 23-12-11. Further, if Subrecipient is not in North Dakota, Subrecipient will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

30. ENERGY AND ENVIRONMENTAL CONSERVATION

Subrecipient must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a)).

31. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247).

32. EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D. §200.313, title to equipment acquired under a grant will vest upon acquisition in the Subrecipient.

33. FEDERAL AUDIT REQUIREMENTS

Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this grant by reference.

**SUBRECIPIENT CERTIFICATIONS FOR REQUIREMENTS (SECTION ONE) AND SUBRECIPIENT ASSURANCES
(SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD JANUARY 1, 2021 THROUGH APRIL
30, 2021**

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum and Subrecipient Assurances applicable to funding received through all grants issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.

I certify that if my organization/agency receives \$750000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.

I certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 33 of the Subrecipient Assurances.

If my organization/agency has grant(s) in place that extend past June 30, 2021, I agree that this Requirements Addendum and Subrecipient Assurances will become a part of the grant(s).

Agency/Organization (Subrecipient) New Life Center		
Name and Title: Rob Swiers, Executive Director		
Address: 1902 3 rd Ave N		
City: Fargo	State: ND	9 Digit Zip Code: 58102
DUNS Number: 135269249	Federal Taxpayer Identification Number: 45 - 0228056	
Signature:		Date:

Subrecipient Agreement **Between the City of Fargo & New Life Center**

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Subrecipient Agreement Between the City of Fargo & New Life Center

THIS AGREEMENT is entered into this 1st day of January, 2021, (the "Commencement Date") by and between the City of Fargo (the "City"), a North Dakota municipal corporation, and the New Life Center, a North Dakota non-profit organization (the "Subrecipient").

WHEREAS, the City is willing to make available up to **\$35,500** from various sources, including its Social Service funds or any COVID-19 CARES grant funds, or federal stimulus funds for COVID-19 relief for the purposes outlined herein, in particular for low income and vulnerable populations; and

WHEREAS, the City wishes to engage the non-profit Subrecipient to respond to COVID-19, including addressing impacts of COVID-19, including funding staff and equipment costs necessary to improve its Covid-19 safety measures, especially during winter months when needs are highest.

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Program Delivery

As a condition of receiving this sub-award, the Subrecipient will administer funds in response to, preparation for, and in the prevention of the spread of COVID-19 as it relates to needs associated with shelter for people who are homeless during the pandemic, especially as need increases during winter months. The work performed shall be in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement. The Program will include the following activities:

- **Activity One:** Hire additional janitorial and kitchen staff to improve Covid-19 related health and safety.
- **Activity Two:** Purchase and install equipment used to improve Covid-19 related health and safety.

1. Criteria for Households Served

All beneficiaries must homeless or without safe shelter.

2. Levels of Accomplishment – Goals & Performance Measures

Activity One: Employ additional staff to meet demand and safety guidelines through 4/30/21.

Activity Two: Purchase and install equipment as proposed to improve Covid-19 related health and safety.

In addition, the New Life Center will continue to participate with metro-wide shelter coordination strategies to include emergency quarantine and isolation support.

3. **Performance Monitoring**

The City will monitor the performance of the Subrecipient against the requirements of this Agreement, including timeframes, goals, and performance standards. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after notification by the City, suspension or termination procedures will be initiated. If at any time the actual performance outcomes vary greatly from the goals, an amendment to either the goals or funding amount may be performed.

II. **BUDGET & USE OF FUNDS**

The funds shall be used according to the budget submitted by the Subrecipient. The Subrecipient may revise its City funds up to 10% of the total grant amount per category. Anything more will require approval from City staff, in writing.

New Life Center COVID-19 Budget

Item	Total
Equipment	\$12,300
Staff	\$23,200

III. **PAYMENT**

A. **General Payment Terms**

1. **Maximum Amount**

The total amount to be paid by the City under this Agreement shall not exceed **\$35,500**. Indirect costs and travel expenses are not billable expenses for this project.

2. **Requests for Payment**

The Subrecipient will submit to the City requests for payments of activities under this Agreement and consistent with the approved budget. Requests for payment will be by reimbursement only. Categories will be outlined in the request or invoice. Requests for payment must include documentation for each expense payment is requested (e.g. receipts, invoices). See Exhibit A for invoice sample.

3. **Payment**

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any

approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient not to exceed the actual cash requirements. Payment requests for eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with applicable performance criteria. The Subrecipient must submit an invoice to the City of Fargo for reimbursement of expenses within 90 days of expense. Payments will be made within 14 days of the City accepting an invoice. If the City requests any additional items or information regarding an invoice, payment may be delayed. The City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

B. Duplication of Benefits

In consideration of Subrecipient's funds from the City, the Subrecipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Subrecipient under this Agreement and that are determined in the sole discretion of the City to be a duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Subrecipient, which can be used to pay for the costs described under Section III. Budget & Use of Funds for the scope of work described in this agreement that are to be paid for by this grant.

Upon receiving any proceeds from other relief programs or loan programs for this scope of work, that were not already described in the grant application, Subrecipient agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

IV. GENERAL CONDITIONS

A. Indemnification & Hold Harmless

The Subrecipient agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting solely from the negligent acts or omissions of the Subrecipient, or the Subrecipient's contractors, successors, or assigns in connection with the work on the property, and the Subrecipient will, at the Subrecipient's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such matter or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any reasonable attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein. Notwithstanding anything to the contrary contained herein, the Subrecipient's obligation hereunder shall not apply to the extent such liability,

damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property, are a result of the acts or omissions of the City.

B. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision.

C. Conflict of Interest

The Subrecipient agrees to the following:

- The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts.
- No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to City-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the City-assisted activity, or with respect to the proceeds from the City-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Subrecipient, or any designated public agency.

V. ADMINISTRATIVE REQUIREMENTS

A. Final Report

The Subrecipient shall submit a final report within 90 days of project completion, to include the number of beneficiaries served through April 30, 2021 and the number of new jobs created.

B. Procurement/Purchasing Requirements

Should the Subrecipient need to make any purchases with any portion of the City funds received under this Agreement, the following must be used.

1. Compliance

Per the City Purchase Policy's Emergency Purchase provision, the Subrecipient shall obtain at least one fair and reasonable quote for all purchases under \$150,000.

2. Assurances

The Subrecipient agrees to use grant funds for the purposes authorized by the City of Fargo. The Subrecipient further agrees to comply with the assurances, attached as Exhibit "B", and made a part of this agreement, which are required by the North Dakota Department of Health for all grants.

VI. ENTIRE AGREEMENT

The provisions as set forth in items I-VII, and all attachments of this agreement constitute the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

Subrecipient

SIGNED THE ____ DAY OF

_____, 20____.

New Life Center

By: _____

Rob Swiers

Its: Executive Director

Federal ID # 45-0228056

DUNS # 135269249

City of Fargo

SIGNED THE ____ DAY OF

_____, 20____.

CITY OF FARGO, a North Dakota
municipal corporation

By: _____

Timothy J. Mahoney, M.D.

Its: Mayor

ATTEST:

VII. EXHIBIT B – Requirements & Subrecipient Assurances Agreement

Please complete and sign.

**REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT BETWEEN CITY OF FARGO ACTING
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Subrecipient understands that this grant is a one-time grant, and acknowledges that it has received no assurances that this grant may be extended beyond its expiration date.

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3. INDEPENDENT ENTITY

Subrecipient is an independent entity under this grant and is not a Grantor employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Subrecipient retains sole and absolute discretion in the manner and means of carrying out Subrecipient's activities and responsibilities under this Grant.

4. STATE AUDIT REQUIREMENTS

All records, regardless of physical form and the accounting practices and procedures of Subrecipient relevant to this Agreement are subject to examination by the North Dakota Department of Health, the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Subrecipient shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. Grantor, State Auditor, or Auditor's designee shall provide reasonable notice to Subrecipient prior to conducting examination.

5. RETENTION OF RECORDS

Subrecipient agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this agreement. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

6. TERMINATION

a) Termination by Mutual Agreement

This Grant may be terminated by mutual consent of both parties executed in writing.

b) Early Termination in the Public Interest

Grantor is entering into this Agreement for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Agreement ceases to further the public policy of the State of North Dakota, Grantor, in its sole discretion, by written notice to SUBRECIPIENT, may terminate this Agreement in whole or in part. 2020 Notice of Grant Award Requirements Addendum and Subrecipient Assurances

c) Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this Agreement under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

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

d) Termination for Cause

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

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

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

7. CONTINGENT LIABILITY

During the term of this agreement, and for three years after this agreement expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

8. DELAY OR DEFAULT FORCE MAJEURE

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

9. NOTICE

All notice or other communication required under this grant must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

GRANTOR	SUBRECIPIENT
Tia Braseth, Planning Coordinator	Rob Swiers, Executive Director
City of Fargo	New Life Center
225 4th Street North	1902 3 rd Ave N
Fargo, ND 58102	Fargo, ND 58102

NOTE: This section is to be completed by the Subrecipient prior to returning to the Grantor.

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

10. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this grant did not contain that term.

11. COLLATERAL CONTRACTS

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

12. WORKS FOR HIRE

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

13. WORK PRODUCT

All work product or materials created for Subrecipient or purchased by Subrecipient under this Grant belong to Subrecipient and must be immediately delivered to Subrecipient at Subrecipient's request upon termination of this Grant.

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

Subrecipient understands that, in accordance with this agreement's Confidentiality clause, Grantor must disclose to the public upon request any records it receives from Subrecipient. Subrecipient further understands that any records obtained or generated by Subrecipient under this agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Subrecipient agrees to contact Grantor promptly upon receiving a request for information under the public records law and to comply with Grantor's instructions on how to respond to the request.

15. CONFIDENTIALITY

Subrecipient agrees not to use or disclose any information it receives from Grantor under this agreement that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant, or as authorized by state or federal laws, or as authorized in advance by Grantor. Grantor agrees not to disclose any information it receives from Subrecipient that Subrecipient has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Subrecipient and Grantor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Subrecipient and Grantor are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, N.D.C.C. ch. 44-04, Subrecipient and Grantor must disclose to the public upon request any records received from each other. Subrecipient and Grantor agree to contact the other immediately upon receiving a request for such information under state or federal law. The duty of Grantor and Subrecipient to maintain confidentiality of information under this section continues beyond the Term of this grant.

16. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this grant, and Grantor is the prevailing party, Subrecipient shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit, except **when** prohibited by N.D.C.C. § 28-26-04 or when Subrecipient is a governmental entity.

17. ALTERNATIVE DISPUTE RESOLUTION —JURY TRIAL

By this award, Grantor does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

18. APPLICABLE LAW AND VENUE

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

19. SPECIAL CONDITIONS

Funding will be provided on a reimbursement basis up to the amount awarded in the agreement based on allowable expenditures as identified in section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as January 1, 2021.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Subrecipient shall have and keep current at all times during the Term of this agreement all licenses and permits required by law. Subrecipient's failure to comply with this section may be deemed a

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

21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this agreement beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this grant. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the agreement will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the agreement as provided above.

22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS

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

23. EVALUATION

Grantor shall, throughout the effective dates on the agreement, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the award. Compliance with Contract Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and objectives.

SECTION TWO: SUBRECIPIENT ASSURANCES

24. ASSURANCES

In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following:

- a) Fair Labor Standards Act. Equal Pay Act of 1963,
- b) Titles VI and VII of the Civil Rights Act of 1964.
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967.
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.
- i) Section 504 of the Rehabilitation Act of 1973.

- j) Executive Order 13043, Increasing Seat Belt Use in the United States, k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

25. APPLICABLE COSTS

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

26. DEBARMENT/SUSPENSION

By signing this agreement, Subrecipient certifies that neither Subrecipient, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

27. APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Subrecipient must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

28. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement: or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Public Law No. 104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or grassroots lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or grass roots' lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

29. SMOKE FREE

Any Subrecipient that conducts business in North Dakota will abide by N.D.C.C., § 23-12-09 through N.D.C.C. § 23-12-11. Further, if Subrecipient is not in North Dakota, Subrecipient will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

30. ENERGY AND ENVIRONMENTAL CONSERVATION

Subrecipient must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a)).

31. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247).

32. EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D. §200.313, title to equipment acquired under a grant will vest upon acquisition in the Subrecipient.

33. FEDERAL AUDIT REQUIREMENTS

Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this grant by reference.

**SUBRECIPIENT CERTIFICATIONS FOR REQUIREMENTS (SECTION ONE) AND SUBRECIPIENT ASSURANCES
(SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD JANUARY 1, 2021 THROUGH APRIL
30, 2021**

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum and Subrecipient Assurances applicable to funding received through all grants issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.

I certify that if my organization/agency receives \$750000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.

I certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 33 of the Subrecipient Assurances.

If my organization/agency has grant(s) in place that extend past June 30, 2021, I agree that this Requirements Addendum and Subrecipient Assurances will become a part of the grant(s).

Agency/Organization (Subrecipient) New Life Center		
Name and Title: Rob Swiers, Executive Director		
Address: 1902 3 rd Ave N		
City: Fargo	State: ND	9 Digit Zip Code: 58102
DUNS Number: 135269249		Federal Taxpayer Identification Number: 45 - 0228056
Signature:		Date:

January 6, 2021

Honorable Board of City Commissioners
City of Fargo
200 3rd Street North
Fargo, ND 58102

(10)

RE: Solid Waste Management Agreement with Dirt Dynamics

Dear Commissioners:

Attached for your approval is a Solid Waste Management Agreement between the City of Fargo and Dirt Dynamics. The Agreement outlines the provisions of being a Private Hauler within the City of Fargo and governs the collection and delivery of waste generated within the City. The agreement also outlines the approved billing procedures, and provides a detailed list of any waste that is prohibited at the Fargo Landfill Facility.

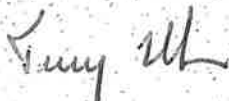
Prior to the Agreement application process, the applicant did meet the Waste Hauler provisions of the North Dakota Department of Environmental Quality and the Commercial Hauler permit provision by the City of Fargo Auditor's Office. The Agreement shall have an initial term of ten years, renewable for an additional period of five years by mutual agreement.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION

Approve The Solid Waste Management Agreement between the City of Fargo and Dirt Dynamics, effective January 11, 2021.

Respectfully Submitted,



Terry Ludlum
Solid Waste Utility Director

cc: Scott Anderson, Fargo Landfill
Sharon Johnson, Solid Waste Office Manager

**SOLID WASTE MANAGEMENT AGREEMENT
FOR PRIVATE HAULERS IN THE CITY OF FARGO**

PARTIES

THIS AGREEMENT is entered into this 11th day of January, 2021, by and between the CITY OF FARGO (A City), a political subdivision of the State of North Dakota and Diat Dynamics, (A Private Hauler), collectively referred to as the parties.

RECITALS:

WHEREAS, the Solid Waste Management Rules of North Dakota, NDCC Chapter 23-29 and NDAC Article 33-20, as amended require the City to establish a solid waste management program; and

WHEREAS, the City wishes to assure the protection of the environment and protect against environmental liability by insuring the proper operation of the program and solid waste facilities for its citizens; and

WHEREAS, the North Dakota legislature has established reduction goals in an effort to reduce the waste stream volumes entering municipal solid waste (MSW) landfills; and

WHEREAS, it is the desire of the City to reduce the volume of solid waste generated in the City by ensuring that the fees charged for solid waste disposal better reflect the true long term costs of waste disposal, and to reuse or recycle certain components of such solid waste to the maximum extent appropriate; and

WHEREAS, the City is operating a MSW landfill and related recycling programs for the purpose of (1) disposal of residential, commercial and industrial solid waste, and (2) diverting certain wastes for recycling purposes; and

WHEREAS, the City finds that the most effective means to protect residents and businesses of the City of Fargo from liability under state and federal environmental statutes is to ensure that solid waste generated in the City comes under the control of the City, and is disposed of in an appropriate location, including, without limitation, in the City-supervised and operated MSW landfill; and

WHEREAS, the Private Hauler is in the business of collecting solid waste in the City and desires to voluntarily enter into this Solid Waste Management Agreement governing its collection of solid waste generated within the City; and

WHEREAS, entering into this Agreement will be mutually beneficial to both the Private Hauler and the City; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, and in order to permit the City to accomplish the goals and objectives set out in the Rules, it is agreed to by the parties hereto as follows:

**ARTICLE I
DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION**

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise;

Acceptable Waste means materials generally referred to as residential, commercial, or industrial waste as defined in Article 13-0501 of the Fargo Municipal Code, which have traditionally been disposed of in a solid waste landfill, consistent with City solid waste ordinances and which are not prohibited wastes.

Agreement means this Solid Waste Management Agreement, as it may hereafter be amended or supplemented.

Generators means the residential, commercial and industrial generators within the City of Fargo.

Landfill means the City of Fargo Municipal Solid Waste Landfill.

Private Hauler means any person or entity, including the Private Hauler, licensed to collect or transport waste from residential, commercial, or industrial property.

Prohibited Waste means Prohibited Waste as defined in Exhibit A hereto.

Self-Hauler means a person or entity who transports municipal waste generated by that person or entity or another person or entity without compensation.

Solid Waste Ordinances means the ordinances found in Article 13-05 of the Fargo Municipal Code adopted by the City and amended from time to time.

Tipping Fee is the charge for the use of the Landfill for the disposal of Acceptable Waste as set by City of Fargo Solid Waste Ordinances.

Unforeseen Circumstance means any act, event or condition that has had, or will have a material adverse effect on the rights or obligations of the Private Hauler or the City under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

- (a) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

- (b) The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit license, consent, authorization or approval essential to the operation of the Landfill; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith or any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action of inaction of such party; and
- (c) The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Landfill site which are required for and essential to the operation of the Landfill.

Waste means all waste as defined in Article 13-1501 of the Fargo Municipal Code delivered or caused to be delivered to the Landfill.

Section 1.2. References. All references in this Agreement to designated Articles, Sections and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as executed. The words herein, hereof, hereunder and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context clearly indicates otherwise.

Section 1.3. Other References. The terms defined in Section 1.1 include the plural as well the singular, and the use of any gender refers to all genders. All accounting terms are in accordance with generally accepted accounting principles. All computations provided for herein shall be made in accordance with generally accepted accounting principles.

Section 1.4. Representations by the Private Hauler. The Private Hauler makes the following representations as the basis of its covenants herein:

- (1) The Private Hauler, if a corporation, is duly incorporated, and is in good standing under the laws of the State of North Dakota, has power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement.
- (2) The Private Hauler, if a partnership, is a validly formed and existing partnership, has power to enter into this Agreement and by proper action of the partnership has authorized the execution and delivery of this Agreement.
- (3) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Private Hauler, if it is a corporation, or of the partnership agreement, if the Private Hauler is a partnership, or of any restriction or of any agreement or instrument to which the Private Hauler is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Private Hauler contrary to the terms of any instrument or agreement.

- (4) The Private Hauler is duly licensed to collect Waste within the City; the Private Hauler has obtained all requisite approvals of the State of North Dakota and other federal, state, regional and local government bodies for the collection of the Waste it collects.
- (5) The Private Hauler has or will obtain all equipment and personnel necessary to fulfill its obligation under this Agreement and will maintain all accounting and billing systems necessary to fulfill its obligations under this agreement and applicable ordinances, and will, further, fully comply with all applicable licenses, permits, laws or ordinances.
- (6) The Private Hauler is able to deliver to the Landfill all Acceptable Waste collected by it from all of its present and future customers in the City in accordance with the terms of this Agreement.
- (7) To the extent that the Private Hauler with regard to Section 3.6 is the legal successor to prior commercial Haulers, the Private Hauler has obtained the irrevocable right to fully and unconditionally release claims against the City on their behalf.
- (8) The Private Hauler understands that this Agreement does not include, and does not apply to, the collection of Waste generated outside the geographic boundaries of the City of Fargo, except as expressly provided herein.

Section 1.5 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: Prohibited Waste

Exhibit B: City of Fargo Waste Management Credit Policy

The City may from time to time during the term of this Agreement amend or modify the provisions of these exhibits, subject to advance notice to and input from the Private Haulers.

ARTICLE II DELIVERY OF WASTE

Section 2.1. Private Hauler Status, Collection and Billing Procedures. Execution of this Agreement by the City constitutes the substitute contract waiver of the limitation on private haulers as set forth in Article 13 of the City's ordinance providing for organized collection. As such, the agreement entitles the Private Hauler to continue to provide collection and hauling services, and bill directly, to all customers currently being serviced by the Private Hauler at the time of the execution of this agreement, and compete for new or additional accounts and customers so long as the Private Hauler is in compliance with the provisions of this Agreement.

Notwithstanding any other provision of this Agreement, the City retains the absolute right to provide waste collection and disposal services exclusively to all residential accounts. In addition, the City may provide service directly to those commercial accounts it obtains as part of its own proprietary commercial hauling operations provided directly by the City, or by contracting with a private hauler.

Section 2.2. Collection and Delivery of Acceptable Waste. The Private Hauler hereby agrees to collect and promptly deliver to the City at the Landfill, in accordance with the terms of this Agreement and with such collection and delivery procedures as the City may from time to time prescribe, commencing on the effective date of this Agreement and continuing thereafter during the term of this Agreement, the total quantity of Acceptable Waste generated in the City of Fargo collected by the Private Hauler, subject to the terms and conditions of this Agreement.

Section 2.3. Delivery of Prohibited Waste. The Private Hauler agrees to use its best efforts to deliver only Acceptable Waste to the Landfill. The City shall not be required to accept any Waste which does not constitute Acceptable Waste. The City shall have the right, but not obligation, to inspect all vehicles delivering Waste to the Landfill. No inspection by the City shall limit the obligation of the Private Hauler to deliver only Acceptable Waste to the Landfill. If the City in the exercise of its reasonable judgement determines that a vehicle contains any Prohibited Waste, as defined in Exhibit A, the City may reject the entire delivery and the Private Hauler shall forthwith remove such entire delivery from the Landfill for disposal at a specified Facility. All costs of such removal and disposal shall be borne by the Contact Hauler. In addition, a sum equal to the disposal fee provided in Section 2.6 and as adjusted, together with all costs including special handling fees if applicable, incurred by the City, shall be charged to the Contact Hauler for each ton of Waste delivered by the Private Hauler and rejected by the City.

The Private Hauler shall have the sole responsibility to remove from the Landfill, Prohibited Waste it has delivered and pay the resulting cost, notwithstanding any prior acceptance of such Waste as Acceptable Waste by the City. Such removal shall be accomplished promptly after notice, verbal or written, is received by the Private Hauler from the City that any Waste previously delivered by the Private Hauler is Prohibited Waste. In the event the Private Hauler refuses to or unreasonable delays its removal of Prohibited Waste, (i.e. delays by more than 24 hours), the City may remove and dispose of the Prohibited Waste and charge the costs of such removal and disposal to the Private Hauler on the next monthly invoice to the Private Hauler.

Section 2.4. Delivery Conditions. The Private Hauler agrees that all Acceptable Waste shall be delivered in accordance with the following terms and conditions:

- (a) Hours and Days of Delivery. The City, unless it notifies the Private Hauler otherwise, shall accept deliveries from the Private Hauler during the operating hours as posted at the Landfill.
- (b) Final Disposal Location. Once annually, during the term of this agreement, the Private Hauler shall inform each customer in writing of the final disposal location(s) of the Solid Waste collected from the customer. The Private Hauler shall make the same report in writing to The City of Fargo.

- (c) Origin of Waste. The Private Hauler, acting through its drivers, shall state the origin by municipality of collected Waste on the Landfill scale ticket at time of delivery to the Landfill.
- (d) Commingling of Waste: The Private Hauler, acting through its drivers, shall not commingle Waste generated inside the geographic boundaries of the City of Fargo with waste generated outside the geographic boundaries of the City of Fargo, unless and until a separate contract agreement for the outside waste has been entered into between the Private Hauler and the City of Fargo.
- (e) Differential Tipping Fees: The Private Hauler understands that the City reserves all rights to charge a different tipping fee at the Landfill for the disposal of Waste generated outside the geographic boundaries of the City of Fargo than for Waste generated inside the geographic boundaries of the City of Fargo.
- (f) Transportation to Landfill. The Private Hauler shall be solely responsible for the provision, at its expense, of all personnel and equipment necessary to transport all Waste to be delivered under this Agreement and to deliver the same to the Landfill in accordance with such regulations relating to the manner of delivery as the City may from time to time establish.
- (g) Equipment. All equipment used by the Private Hauler for collection and transportation of Waste for delivery pursuant to this Agreement shall be licensed pursuant to and comply with all ordinances and regulations which may from time to time be enacted with respect thereto, and shall comply with such equipment specifications as may be established by the City or other regulatory agencies. The City may reject any delivery of Waste delivered by equipment in violation of this paragraph. In the event of such a rejection, a sum equal to the special handling fee, if applicable, as adjusted shall be charged to the Private Hauler for each ton of Waste, or part thereof, delivered by the Private Hauler and rejected. The Private Hauler shall maintain with the City such information concerning equipment of the Private Hauler as may be requested from time to time by the City.
- (h) Landfill Rules. The Private Hauler will comply with all reasonable rules and regulations posted at the Landfill.

Section 2.5. Tipping Fee Remittance. The tonnage of Waste hereunder shall be determined as provided in section 2.7. The Tipping Fees remitted by the Private Hauler to the City for each ton of Waste delivered to the Landfill shall comply with Section 4.5.

Section 2.6. Monthly Statements; Payments. The City shall, within ten (10) days following the last day of each month subsequent to the effective date of this Agreement and within ten (10) days following the expiration of the term or termination of this Agreement, submit to the Private Hauler a statement of the total tonnage of Acceptable Waste delivered to the Landfill during the preceding month or other applicable period and the amount which the Private Hauler is required to remit to the City pursuant to this Agreement. The charge for each month during the term of the Agreement shall be computed on the basis of the tipping fees as noted in Section 4.5. The City of Fargo reserves the right to audit the

accounts receivable and other records of the Private Hauler as necessary to verify the accuracy of the accounts receivable and other records of the Private Hauler. City staff or appointed representatives will perform the audit at no cost to the Private Hauler except in the event where material discrepancies and/or violations are noted or the Private Hauler's records are incomplete or incorrect, the City may calculate the correct remittances due the City and charge the cost of necessary work to the Private Hauler. Remittances for each month's deliveries shall be paid according to the City of Fargo's Waste Management Credit Policy as set out in Exhibit B. Such audit shall be subject to the applicable laws of the State of North Dakota.

Section 2.7. Weighing at Facility. The City shall maintain at the landfill certified truck-weighing scales operated by a scale operator. The tonnage of Acceptable Waste delivered at the Landfill shall be determined by the deduction of the tare weight of the vehicle from the total loaded weight of the vehicle. The tare weight of the vehicle is determined after the contents of each vehicle load is disposed of at the Landfill. The City or Private Hauler shall have the right at any time to reweigh any vehicle. The City shall provide to the driver of each vehicle making a delivery to the Landfill a receipt signed by the scale operator, which shall also be signed by the driver of the vehicle, setting forth the gross weight, tare weight, date, time, truck identification, total tonnage and origin of Acceptable Waste determined to have been delivered to the Landfill by such Vehicle. Whenever any Waste is not accepted, the outgoing vehicle shall be weighed and receipted in a like manner. All such receipts shall be prepared in triplicate, with the City retaining one copy or a suitable machine record. Such receipts shall be used by the City, as the basis for determining the remittances required by Section 2.6 and Section 2.7. The Private Hauler through its authorized representatives, shall have the right from time to time to audit, at the Private Hauler's sole cost, the weight records of the Landfill, provided such audits are made at reasonable times and upon prior written notice and in accordance with applicable laws of the State of North Dakota and do not in any way interfere with the orderly operation of the Landfill.

ARTICLE III COVENANTS OF THE PRIVATE HAULER

Section 3.1. Indemnification. The Private Hauler shall take all precautions necessary to protect the public against injury and shall defend, indemnify and save the City harmless from all damages and claims of damages that may arise by reason of any negligence on the part of the Private Hauler, its agents, employees, or independent contractors, while engaged in the performance of this Agreement including, but not limited to damages and claims of damages caused by hot loads delivered by the Private Hauler, fires caused by hot loads after delivery, driver-caused damage to any part of the Landfill and the cost of clean up of Waste contaminated by the Private Hauler, and against any and all claims, liens and claims of liens for labor performed or material or services furnished or subcontracted for by the Private Hauler with or without authorization of the City. The Contact Hauler shall also defend, indemnify and save the City harmless from and against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses of the City), causes of action, suits, claims, demands and judgements of any nature arising from violation of any representation, agreement, warranty, covenant or condition of this Agreement. The City shall indemnify the Private Hauler for any damages, including costs of defense, for the negligence of itself, its employees or agents arising from the violation of any representation, agreement, warranty, covenant or condition of this Agreement.

Section 3.2. Insurance. The Private Hauler shall obtain and furnish to the City evidence of all insurance required under City of Fargo Solid Waste Ordinances, covering all vehicles to be used and all operations to be performed by the Private Hauler, its subcontractors and independent contractors in performing this Agreement. Such insurance may be provided by the Private Hauler and separately by the individual subcontractors and independent contractors; or, in the alternative, the Private Hauler may furnish evidence of such insurance covering itself as well as all of its subcontractors and independent contractors as additional insureds. The Private Hauler shall ensure that the City of Fargo is included as an additional insured in all policies required under this Section.

Section 3.3. Nondiscrimination. The Private Hauler agrees that it shall not, within the State of North Dakota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or sex, and will include a provision prohibiting such discrimination in all subcontracts entered into for the performance hereof.

Section 3.4. Notice of Default. The parties will give to the other prompt notice of any condition or event that constitutes an Event of Default.

Section 3.6. Continuing Existence and Qualification. The Private Hauler will remain duly qualified to do business in the State of North Dakota and licensed to operate as a Private Hauler in the City of Fargo.

Section 3.6. Waiver of Liability and Covenant Not to Sue. The Private Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of City ordinances, resolutions, policies, contracts, or other actions controlling or attempting to control, the collection, disposal or other handling of Waste. The waiver specifically extends to any predecessor individuals, partnerships, corporations or other entities, of the Private Hauler. The Private Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any City ordinance related thereto is unconstitutional or illegal and should any other individual establish such in any court of law that the Private Hauler will not claim any damages.

Section 3.7. Charge for Collection. The Private Hauler agrees to charge for collection of Waste based upon the usual industry standards.

Section 3.8. Independent Contractor. The Private Hauler shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Private Hauler as the agent, representative, or employee of the City of Fargo for any purpose or in any manner whatsoever. The Private Hauler is to be and shall remain an independent contractor with respect to all the services performed under this Agreement. The Private Hauler represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Private Hauler or other persons while engaged in the performance of any work or services required by the Private Hauler under this Agreement shall have no contractual relationship with the City of Fargo, and shall not be considered employees of the City of Fargo. Any and all claims that may or might arise under Chapter 52-01, et seq., N.D.C.C.

of the State of North Dakota on behalf of said personnel, arising out of employment or alleged employment, including without limitation, claims of discrimination against the Private Hauler, its officers, agents, contractors, or employees, shall in no way be the responsibility of the City of Fargo. The Private Hauler shall defend, indemnify, and hold the City of Fargo, its officers, agents, and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever, from the City of Fargo, including, without limitation, tenure rights, hospital and medical care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay, and PERA.

ARTICLE IV COVENANTS OF CITY

Section 4.1. City's Duty to Accept Waste. For the term of this Agreement, the City shall accept from the Private Hauler all Acceptable Waste delivered by the Private Hauler to the Landfill or to such other location as the City shall specify, in accordance with the terms of this Agreement.

Section 4.2. Failure to Accept Waste at Landfill. If at any time the City is unable to receive all or any part of the Private Hauler's Acceptable Waste at the Landfill for any reason, then the City shall verbally notify the Private Hauler's truck operator or dispatcher and any other responsible party designated by the Private Hauler for notification, such notification to be followed by written confirmation to the Private Hauler. The City shall also station an individual or post a sign during normal waste receiving hours to notify truck operators of the suspension of operations. The Private Hauler shall be authorized to haul the waste to any State approved waste processing or disposal facility, as determined by the City of Fargo Solid Waste Operations Manager. All costs of such transportation and disposal shall be borne by the Private Hauler. The City shall give at least 48 hours verbal notice to the Private Hauler when operations at the Landfill will resume. If such 48-hour notice is given, then the Private Hauler shall deliver waste to the Landfill in accordance with this Agreement when operations resume. If such advance notice is not given, then the Private Hauler shall begin delivery of Waste to the Landfill within 48 hours of having received notice from the City.

Section 4.3. Proper Disposal of Waste. The City shall dispose of all Acceptable Waste delivered to it in accordance with the terms of this Agreement and all applicable laws and regulations.

Section 4.4. Enforcement of Similar Agreements and Solid Waste Ordinances. The City shall exercise its best efforts to enforce all similar agreements and related Solid Waste Ordinances. The City agrees that it will not extend preferential rates or privileges to any individual Private Hauler, unless such rates or privileges are offered to all Private Haulers. However, the City may continue preferential rates to single-family residential accounts. The City reserves the right to enter into similar contracts with other Private Haulers, waste generators or governmental bodies with the same rates and privileges.

Section 4.5. Establishment of Tipping Fees. The City agrees to establish the following Tipping Fees effective JANUARY 1, 2020:

\$ 46⁰⁰ per ton - Fargo Waste /MSW * 41⁰⁰ per ton - INHAUL WASTE

The City reserves the right to adjust the Tipping Fees subject to the following:

- (1) Public notice of the intent to adjust the Tipping Fee will be given and a public hearing of the City Commission will be held on the adjustment;
- (2) Any increase in the Tipping Fee will be based on and directly related to increased capital or operational costs of the Solid Waste Division, including any increase in maintenance costs in addition to the anticipated costs, or decreased revenue from the operation of the Landfill; and
- (3) No such adjustment will be made during the first 3 years after the effective date of this Agreement. Thereafter, adjustments shall be made not more than once annually and shall also be reflected in the City's commercial fee matrix.

In addition to the Tipping Fees, the Private Hauler will pay all applicable taxes and other fees established by the State of North Dakota or other governmental body other than the City.

Section 4.6. No Waiver of Immunity: Nothing in this Agreement shall constitute a waiver or diminution by the City of Fargo of any immunities or statutory limitations on liability.

ARTICLE V EVENTS OF DEFAULT REMEDIES

Section 5.1. Events of Default. Any of the following events shall constitute an Event of Default:

- (a) The failure to delivery any Acceptable Waste as required by Section 2.1; or
- (b) If the Private Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law, [or makes any general assignment for the benefit of its creditors without complying with the provisions in Section 6.4 regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Private Hauler which prevents or impairs the Private Hauler's ability to perform all terms and conditions of this Agreement; or

- (c) The failure to perform or observe any other of the covenants, agreements or conditions on the part of the Private Hauler or the City in this Agreement, including the failure to make punctual payment of any amounts due pursuant to Section 2.5, and such default shall have continued for a period of fifteen (15) days after written notice thereof given by the other party to defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to its expiration for such longer period as reasonable diligence may require to remedy the same, with such an extension to be reasonably granted by the non-defaulting party.

Section 5.2. Other Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. In addition, upon the occurrence of an Event of Default, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party. The City retains the right to enforce against the Private Hauler all applicable ordinances, regulations, statutes or permits.

Section 5.3. Manner of Exercise. Unless otherwise stated, no remedy by the terms of this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law or in equity or by statute.

ARTICLE VI GENERAL TERMS

Section 6.1. Terms and Termination. This Agreement shall become effective on January 11, 2021, if and only if on or before that date the City has given the Private Hauler notice that contracts identical to this Agreement (except with regard to the name of the Private Hauler) have been executed by a sufficient number of Private Haulers to justify the waiver from the organized collection provisions, such justification to be in the sole and complete discretion of the City. If such notice is not given on or before January 11, 2021, this Agreement shall be null and void. The Agreement shall have an initial term of ten years from January 11, 2021, renewable for an additional period of 10 years by mutual agreement of the parties provided that the Private Hauler shall provide final, binding notice of intent to renew no later than December 11, 2030, provided City has given notice of the same 30 days prior thereto.

This Agreement shall also terminate:

- (a) If the City permanently ceases the operation of its Landfill; or
- (b) If this Agreement is terminated by the non-defaulting party after an Event of Default, as provided in Section 5.1; or
- (c) If the City lawfully terminates its solid waste management program; or
- (d) By mutual agreement of the parties.

Section 6.2. Private Hauler's Obligations Unconditional. Without limiting any of the other provisions of this Agreement, all obligations of the Private Hauler to make Tipping Fee remittances and other payments due to the City under this Agreement shall be absolute and unconditional, and the Private Hauler shall not be entitled to any abatement, diminution, set off, abrogation, waiver or modification thereof, nor to any termination of this Agreement by any reason whatsoever, except as expressly provided herein, regardless of any rights of set off recoupment or counterclaim that the Private Hauler might otherwise claim against the City or any other party or parties and regardless of any contingency, event or cause whatsoever and notwithstanding any circumstances or occurrence that may arise or take place before, during or after the effective date of this Agreement, except during the pendency of an Unforeseen Circumstance.

Section 6.3. Disposal of Waste other than for Private Hauler. The Private Hauler recognizes that the Landfill will be operated for the purpose of receiving Waste from a number of sources. The Private Hauler agrees that the City shall have the right to accept Waste at the Landfill delivered by joint powers, authorities or public agencies, municipal or other private corporations, individuals or partnerships, and other Private Haulers. The City may accept Waste on a first come first served basis, and set tipping fees for waste received from non-Private Haulers in any manner it deems appropriate. The Private Hauler agrees that the City shall not be liable to the Private Hauler for any costs or expenses incurred by the Private Hauler in connection with delivery of Waste to the Landfill whether such costs or expenses are attributed to waiting time, temporary shutdown of the Landfill or any other cause whatsoever.

Section 6.4. Successors and Assignment. This Agreement shall be binding upon any successor or assignee of the Private Hauler and the Private Hauler agrees that any transfer of assignment by any means or in any manner of any right, title or interest in the business of Private Hauler will provide that the transferee or assignee agrees to be bound by this Agreement. The transfer or assignment of the rights and/or obligations of the Private Hauler under this Agreement shall be effective upon (i) written acknowledgment to the City by the transferee or assignee that the transferee or assignee is bound by all the terms and conditions of this Agreement, and (ii) the issuance of a Private Hauler license by the City to the transferee or assignee. A Private Hauler license is not transferable. Transferees or assignees must apply for a Private Hauler license to do business in the City of Fargo.

Section 6.5. Voluntary Agreement. The parties hereto have voluntarily entered into this Agreement because of the mutual benefits to be derived by each.

Section 6.6. Relationship of the Parties. Except as provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. This Agreement does not create any fiduciary relationship between the parties or any relationship of employer-employee.

Section 6.7. Representatives. The authorized representative of the City for purposes of this Agreement shall be the City of Fargo Solid Waste Operations Manager.

761-430-1699 The authorized representative of the Private Hauler for purposes of this Agreement shall be: Larson Holt. Either party may change its representative upon five (5) days written notice to the other party.

Section 6.8. Notices. All notices, consents and other communications required or permitted by this Agreement unless otherwise specified, are required to be in writing and shall be deemed delivered when tendered to the other party by hand to such party's designated representative, or, if mailed shall be deemed to have been given when dispatched by certified mail, return receipt requested, postage paid, and addressed as follows:

If to the City: Operations Manager
City of Fargo
Solid Waste Division
2301 8th Avenue North
Fargo ND 58102

If to a Private Hauler: Dirt Dynamics
8206 3rd ave N
Fargo, ND 58102

or to such other addresses as either party hereto may, from time to time, designate in writing by notice to the other party.

Section 6.9. Entire and Complete Agreement. This Agreement constitutes the entire and complete Agreement of the parties, exclusive of all prior or contemporaneous understandings, arrangements and commitments, all of such, whether oral or written, having been merged herein.

Section 6.10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or enforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 6.11. Applicable Law. The laws of the State of North Dakota shall govern the validity, interpretation construction and performance of this Agreement. Nothing in this Agreement shall be deemed to relieve the Private Hauler of any obligation under the Rules, the Solid Waste Ordinances or any other law.

Section 6.12. Unforeseen Circumstance. The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF FARGO, NORTH DAKOTA
A municipal corporation

By _____
Its Mayor

Attest:

City Auditor

Approved as to form and execution.

City Attorney

Date:

PRIVATE HAULER:

Dirt Dynamics
By *Landen Holt* _____
_____, Site Manager

EXHIBIT A
Fargo Landfill Facility
Prohibited Waste

- 1. Hazardous Waste**
(other than normal household quantities)
Including:
 - a. Ignitables (solvents, fuels, paints, etc.)
 - b. Corrosives (acids and alkalis)
 - c. Reactives (hypochlorites - swimming pool chemicals, cyanides, etc.)
 - d. Toxicity Characteristic wastes
 - e. Other listed hazardous wastes
- 2. Industrial Waste**
(Nonhazardous waste generated by industrial or manufacturing processes)
MSW Landfills may accept an amount of up to ten percent of the total weight of MSW received per month if the industrial waste is identified in the industrial waste management procedures contained in the approved operating plan.
- 3. Lead Acid Batteries**
- 4. Liquids**
(other than normal household quantities)
- 5. Animal Manure**
- 6. Septic Tank Pumpings**
- 7. Tires**
- 8. Major Appliances**
(refrigerators, washers, etc.)
- 9. Municipal Waste Incinerator Ash**
- 10. Pesticide Containers**
(other than normal household quantities or triple rinsed and punctured)
- 11. PCB Waste and PCB Oils**
(transformers and capacitors)
- 12. Sludges**
(raw or digested sewage sludges, lime sludges, grit chamber cleanings bar screenings, oil sludges and other sludges unless approved by the NDDH)
- 13. Regulated Infectious**
(other than normal household quantities)
MSW landfills may accept regulated infectious waste from hospitals, nursing homes, etc. If incinerated or autoclaved and sharps rendered "non-sharp" with NDDH approval.

14. Waste Oil

15. Special Waste

(nonhazardous solid wastes generated by energy conversion facilities; crude oil and natural gas exploration and production; mineral and ore mining; beneficiation and extraction; and surface coal mine operations)

16. Other Waste

(toxic or adverse characteristics potentially impacting public health or environmental resources)

EXHIBIT B
City of Fargo
Waste Management Credit Policy

PURPOSE:

It is a financial policy of the City to selectively use available capital in a way that will best serve our taxpayer=s interest. We feel we do this best by using our money to provide efficient services to the taxpayers, rather than using it to finance customer accounts receivable beyond regular terms or accounts that are uncollectible.

To protect the taxpayer=s best interest, the Board of Commissioners has adopted a general credit policy; and individual division policies where necessary. The following guidelines apply to all services provided by the Division of Solid Waste:

Interest:

Interest will be charged to all accounts over 30 days at the annual rate equal to 1.5% per month or 18% per annum. Periodically the interest rate will be reviewed to ensure that is not too high or too low.

Past due accounts:

Past due accounts will be pursued by the Division or designated individual as approved by the Commission. If a receivable is determined to be uncollectible, it may be written off as follows:

- a. A/R Supervisor has authority to write off accounts that have been through the collections policy for amounts up to \$1,000 per account.
- b. Director of Finance approves write offs from \$1,000 to \$5,000.
- c. Amounts greater than \$5,000 to be approved by the Finance Committee

Effective date of Commission Action: May 1, 2004 Changes effective: Same

(11)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-19-F0

Type: Transportation Plan

Location: Citywide

Date of Hearing: 12/7/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/11/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding the Northwest Metro Transportation Plan completed by Metro COG.

Staff is recommending approval of the Northwest Metro Transportation Plan.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval the Northwest Transportation Plan completed by Metro COG.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Northwest Transportation Plan completed by Metro COG.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


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

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: December 3, 2020

Re: Project No. MS-19-F0 - Approval of the Northwest Metro Transportation Plan

Background:

I have attached the draft Northwest Metro Transportation Plan that is nearing completion by Metro COG and KLJ, Inc.

This plan covers a large land area, almost 20 full sections of land, and includes Fargo, West Fargo, Reile's Acres, and Cass County. The plan did a good job projecting 'most likely' future land uses and the future transportation system within this area. This area is unique in that there are quite a few natural constraints as well as man-made constraints to work and plan around. By that, I am referring to the Sheyenne River, as well as the Sheyenne Diversion, the future Red River Diversion, the drainage swale that runs west of Reile's and through Lake Shure, County Drain 3 and 40, the Prosper Sub on the BNSF line, the BNSF KO sub near Main Avenue, electrical sub-stations, the West Fargo airport and lagoons, and I-29 and I-94.

For decades we've debated what to do with 45th Street as it extends north of 19th Avenue North and into the Reile's Acres ET, and this plan is recommending that when development continues in this area, that 45th Street turn to the west and run parallel to the BNSF Prosper Sub to meet up with 57th Street and then head north. For our portion of this plan, this concept is the most meaningful component of it.

The plan will be a very good tool to use when this area becomes less flood prone upon completion of the Red River Diversion, and will be referenced by both Planning and Engineering staff as development occurs in the future.

I have attached the executive summary for your review. The full 116-page plan is available at http://fmmetroco.org/application/files/1516/0467/8586/NW_MetroTransPlan_Final_Draft110320_r.pdf.

Adam Altenburg from Metro COG will be present at our meeting to discuss the plan and to provide a PowerPoint presentation.

Recommended Motion:

Approve the Northwest Metro Transportation Plan being completed by Metro COG and send to the City Commission for final approval.

JMG/klb
Attachment



Fargo-Moorhead Metropolitan
Council of Governments

Case Plaza Suite 232 | One 2nd Street North
Fargo, North Dakota 58102-4807
p: 701.532.5100 | f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Fargo City Commission
From: Adam Altenburg, Metro COG
Date: January 4, 2021
Re: **Northwest Metro Transportation Plan**

The Northwest Metro Transportation Plan is a strategic planning study developed in cooperation between the City of West Fargo and the City of Fargo. This joint plan provides a long-range blueprint for expansion needs of the regional transportation network within the northwestern growth area of the Fargo-Moorhead metropolitan area, as well as coordination activities to support future regional planning decisions on behalf of local and state jurisdictions.

The study includes an emphasis on different land development intensities and designing a strong mobility system for future employers, residents, and activity-friendly environments. The plan also includes an assessment of several transportation-related scenarios and how different planning concepts may impact future traffic patterns and capacity needs.

The final plan identifies transportation needs for future development within the study area, including recommendations for future street capacity, traffic controls, and multimodal facilities, along with high-level planning estimates for infrastructure costs associated with future transportation facilities.

The Northwest Metro Transportation Plan can be viewed on Metro COG's website:

<http://www.fmmetrocog.org/projects-rfps/nwmetro-transportation-plan>

EXECUTIVE SUMMARY

Summary

The Northwest Subarea provides the unique opportunity to reinvent how land use and mobility should be planned in the metropolitan area. The primarily agricultural area has the potential to increase the metropolitan area's population by a staggering 25 percent, given the density priorities established by the Cities of Fargo and West Fargo. This density required an alternative view of how people and freight moved through the area.

The Northwest Subarea Study leveraged sketch-level land use planning, detailed computer forecasting modeling, and scenario analysis to understand the potential needs of the subarea. While this growth area will certainly evolve many times before it reaches full build out, likely more than 50 years into the future, this planning document provides the basis to support a transportation system that is built on community values and initiatives, tested through a rigorous scenario assessment and alternatives analysis. The final product should provide value to each community as they approve developments and plan for roadways into the future. **Figure 1.**

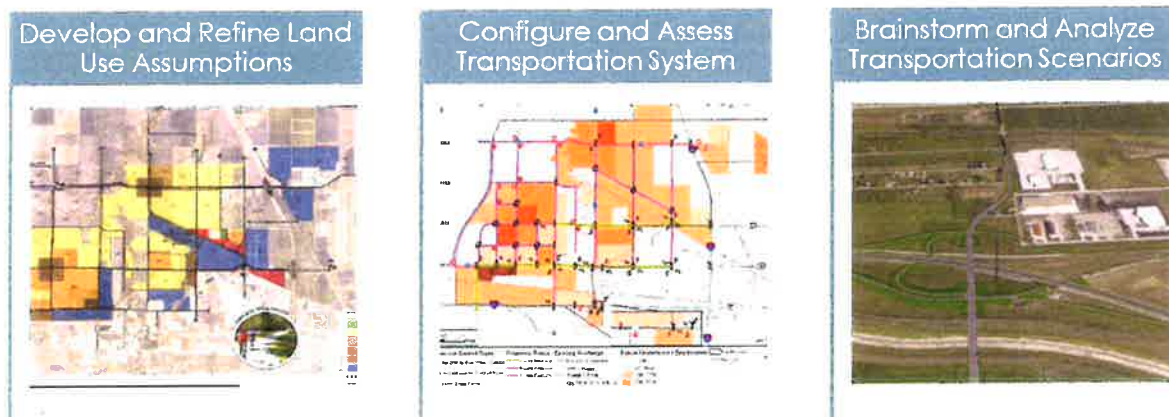


Figure 1 – Study Process

The primary products of this report includes the following key outputs. Each output is represented by a map below. Each map speaks for itself but supporting documents can be found in the referenced chapters .

- ✦ Land Use Plan. The land use plan establishes the primary land use typologies throughout the study area and establishes the primary transportation network. **Figure 2** shows the primary output. More details can be found in Chapter 2.
- ✦ Capacity and Traffic Control. As part of the Transportation Network Assessment and Transportation Alternatives, the recommended roadway capacity and traffic control for full build out was established. **Figure 3** shows the primary output. More details can be found in Chapter 3 and Chapter 4.
- ✦ Multimodal Facilities. As part of the Transportation Network Assessment and Transportation Alternatives, a comprehensive multimodal network for full build out was established. **Figure 4** shows the primary output. More details can be found in Chapter 3 and Chapter 4.
- ✦ Roadway Costs. The total infrastructure costs for roadway capacity, traffic control, and multimodal facilities were estimated for the full build out. **Figure 5** shows the primary output. More details can be found in Chapter 3 and Chapter 4.



* Unlikely to be commercial land use.

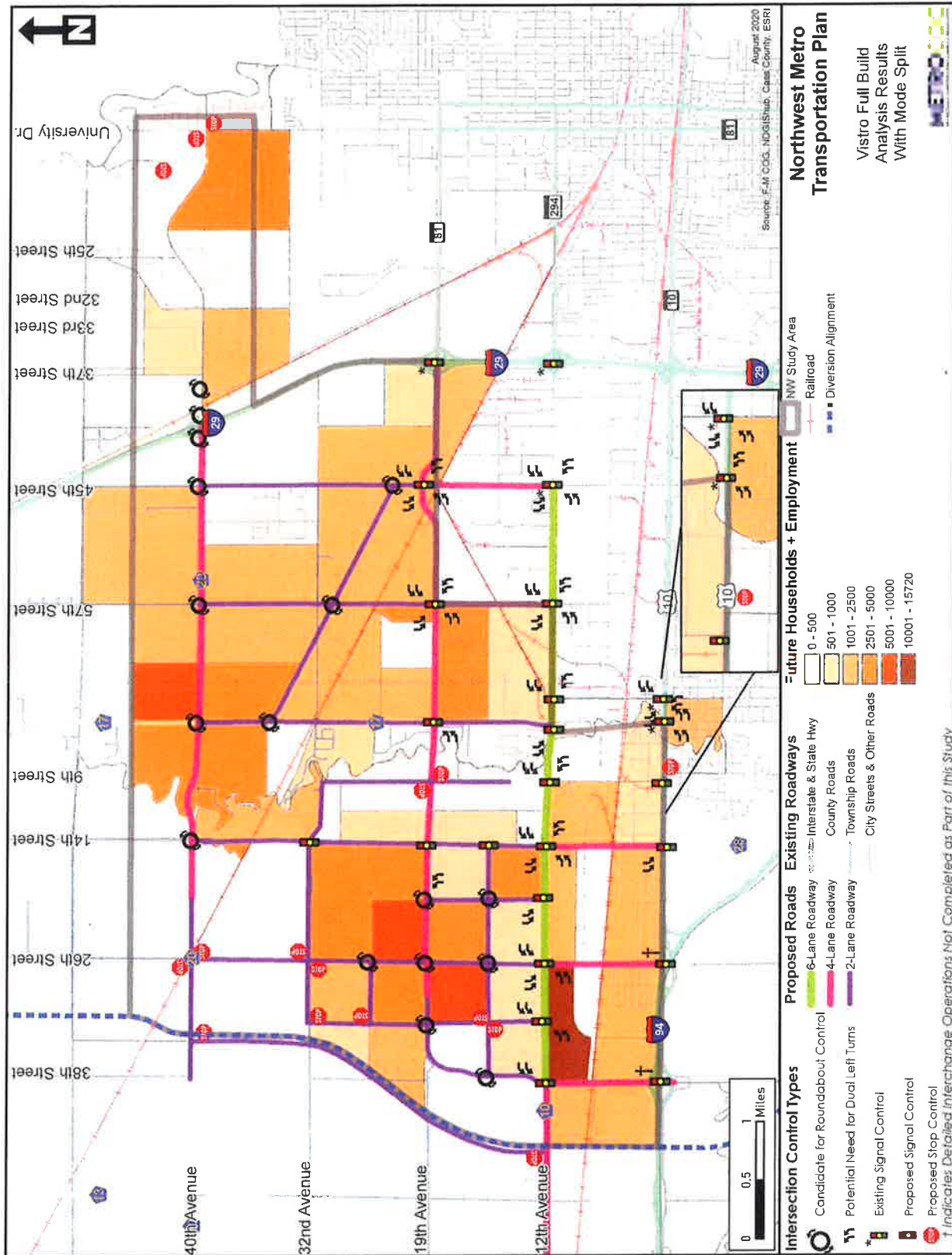


Figure 3 – Capacity and Traffic Control

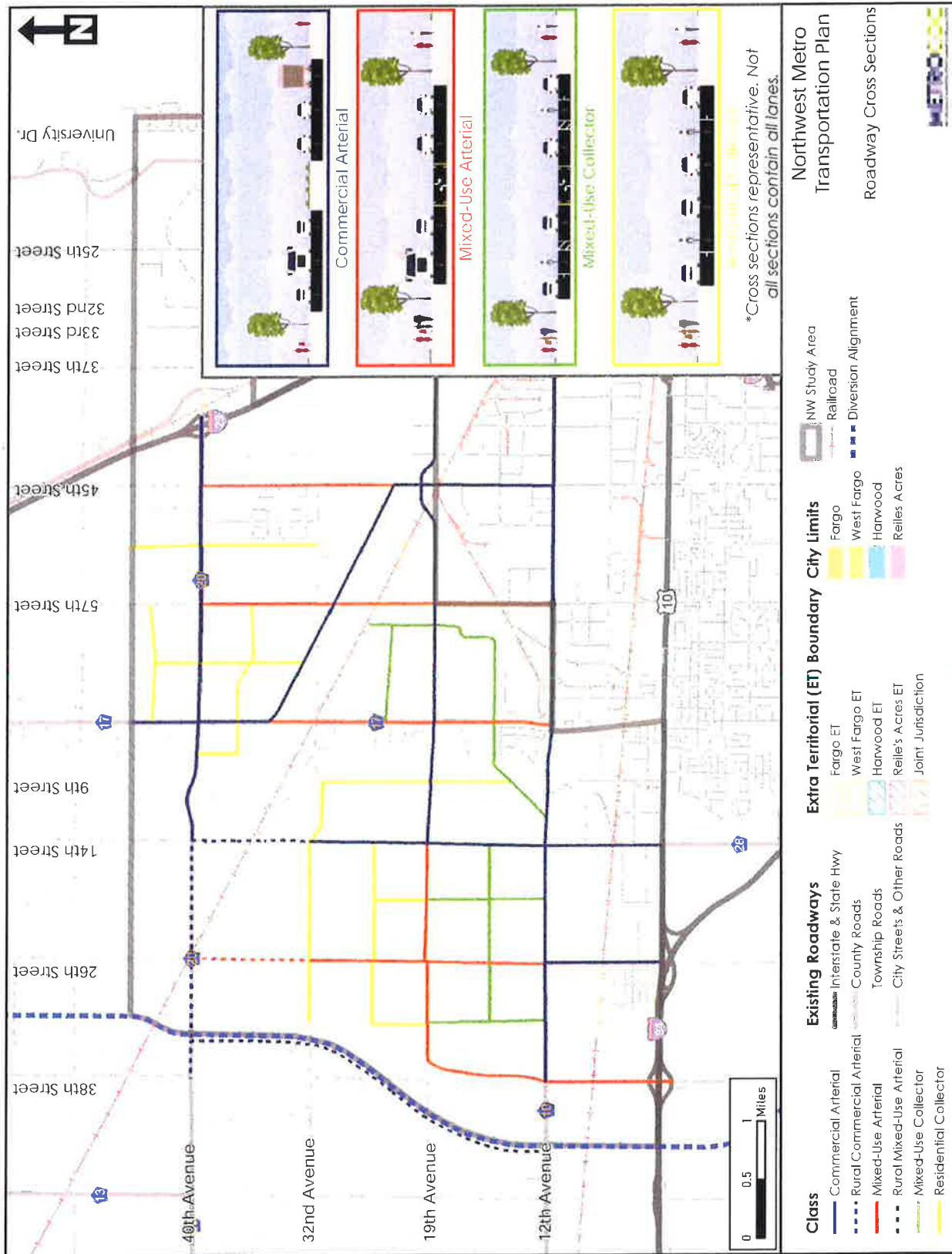


Figure 4 – Multimodal Facilities

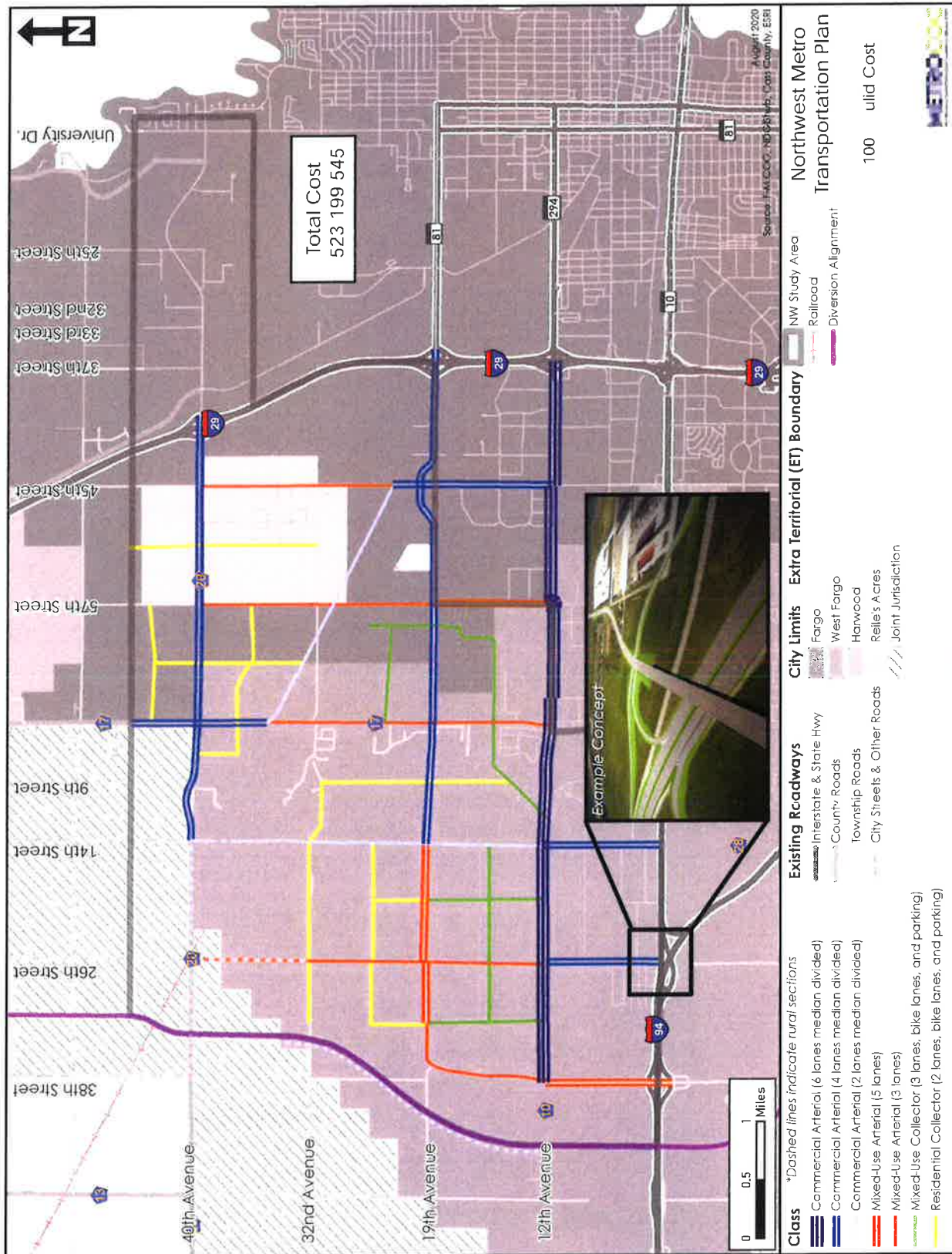


Figure 5 – Roadway Costs

Public and Stakeholder Engagement

The development of the Northwest Metro Transportation Plan was done with significant consultation with the public and key stakeholders, as detailed below.

Study Review Committee Meetings

The Study Review Committee provided the overall guidance to the land use and transportation planning process for this plan. Included on this committee include representatives from Cass County, City of West Fargo, City of Fargo, and Metro COG. This committee met four times throughout the study to provide guidance on the four key deliverables (Existing Conditions, Land Use Plan, Transportation Network Assessment, and Transportation Alternatives).

Study Area Workshops

KLJ met with the planning, engineering, and public works staff from the City of Fargo, City of West Fargo, and Cass County on two occasions early in the planning process. These meetings allowed for the development of a full build land use plan for the study area. These meetings assisted in the development of growth staging and phasing assumptions used later in the transportation planning process. Meetings also focused on identification of key existing transportation issues and limitations within the study area. Following both sessions, joint findings were presented as part of the first full Study Review Committee meeting for the Study. Outcomes of these meetings provided the foundations for developing the overall transportation planning process.

Stakeholder Outreach

KLJ and Metro COG staff coordinated in the development of outreach sessions with key stakeholders during the development of the planning concepts. Key stakeholders engaged included the following:

- North Dakota State University
- Fargo Airport Authority
- Reile's Acres
- Reed Township
- Raymond Township
- Riverwood Citizens Group

These meetings allowed key stakeholders to understand existing conditions in the study area as well as view an early blueprint for overall future land use and generalized transportation needs in the study area. Feedback from stakeholders was integrated into the development of the transportation planning process.

Public Input Meetings

In July of 2019, KLJ held two open house public meetings, one in North Fargo and one in West Fargo, to give residents and interested persons an opportunity to review existing conditions and future land use concepts for the study area. Direct notifications were sent to all property owners in the study area, including appointed and elected officials.

At the conclusion of the planning process, KLJ and Metro COG hosted a virtual public meeting. Details will be added once complete.

Plan Implementation & Coordination

The Northwest Metro Transportation Plan is a subarea wide evaluation of a set of long-range transportation related infrastructure needs. A significant number of details are still unknown about the study area. Thoughtful implementation of this plan requires a series of coordination actions on the part of the City of West Fargo, City of Fargo, Cass County, NDDOT, and Metro COG. What follows is a more detailed framework to assist with advancing key concepts discussed in the plan and to support short-range land use and transportation planning decision making.

Relationships to Local Comprehensive and Land Use Plans

The Northwest Metropolitan Transportation Plan is an aggregated generalization of locally developed land use and comprehensive and related infrastructure planning documents. This plan provides a regionally developed reference point to ensure that land use, density, roadway capacity, and cross-section needs are understood as local units of government consider future growth and development in the study area. Key elements of this report can be pulled forward to support and inform more localized land use decision making. Local land use and comprehensive plan level decision making need to pay special attention to critical corridor connections and improvements required to fully implement a comprehensive transportation network in the study area.

Continue to Refine Concepts

The planning level concepts development in this document have not factored in the potential challenges that come with the detailed design and environmental analysis. Several concepts should be continually advanced when it makes sense to refine programming allocations and identify potential environmental barriers.

- Consider development of a more detailed corridor level analysis along 40th Avenue/CR20 between 25th Street and CR 20. This would support future jurisdictional alignment considerations on the western edge of this corridor.
- Continue to refine and develop consent on details to support corridor preservation for the diagonal corridor between 45th Street and 57th Street, south of Reile's Acres.
- Further advance potential modifications and changes to the Interstate Highway System as part of upcoming analysis of the Interstate system through the FM Area. Included would be potential modifications to the junction of I-94 and US Highway 10; the Raymond Interchange (Exit 342); and future reliver/perimeter corridor concept supported by Cass County which generally parallels the outside of the FM Diversion corridor.

Maintain Lines of Communications

The study area includes the convergence of many jurisdictions and key stakeholders/property owners: Fargo, West Fargo, Reed Township, Raymond Township, Cass County, NDDOT, Reile's Acres, Hector International Airport, North Dakota State University, and others. The complex jurisdictional mosaic in the study area requires the need for ongoing communication between multiple jurisdictions and stakeholders. As discussed earlier, this plan should be a reference point for future decision making to ensure harmony between local decisions and larger subarea dynamics.

- Metro COG should annually add an agenda item to its Transportation Technical Committee (TTC) and Policy Board to allow for "project updates" on ongoing trends and conditions in the study area as a preemptive effort to stay ahead of projects requiring regional level coordination.
- Metro COG should champion future discussions to account for the need to continually consider issues of jurisdictional roadway alignment and the need to use its Unified Planning Work Program (UPWP) to support further evaluation of corridor level needs within the study area.
- The City of Fargo and Reile's Acres should integrate key finds of this study into existing ongoing boundary discussions and considerations.

Jurisdictional Alignment

Transition of corridor ownership and management between either Cass County, Reed Township, and Raymond Township over to either the City of Fargo or City of West Fargo will be a key consideration as the study area develops.

- Corridors such as CR 17 and CR 20 will urbanize over the next several years. Consideration is needed to prepare appropriate framework for the conversion of these corridors from the County to the either City of Fargo or City of West Fargo.
- Given boundaries changes related to Reile's Acres, consideration is needed on how best to handle jurisdictional control for segments of CR 20 directly north of Reile's Acres.
- Future infrastructure and boundary agreements between the City of Fargo and Reile's Acres must clarify final ownership of segments of 45th Street and 57th Street which are with existing Reile's Acres city limits or their extraterritorial (ET) area.
- Transition of 19th Avenue to a city street between CR 17 and 57th Avenue is a high priority consideration for the City of Fargo and West Fargo.
- Cass County should put 38th Street (I-94 south frontage road to CR 10) on the County system to ensure preservation of this critical corridor which provides access to I-94 and the study area.

Future Functional Class

This plan pulls forward and expands on a more flexible and dynamic system of functional class. This approach was previously evaluated only within the MPO Urban area. This new functional class framework for the study area should be pulled forward into future functional class updates considered by Metro COG and NDDOT.

Urban Area Boundary

Following the 2020 Census, Metro COG should consider growth trends discussed in this study to help identify expansion of its Urban Area Boundary (UAB) to include recent and near-term development in the study area. Most importantly would be inclusion of the areas south and east of the intersection of CR 17 and CR 20.

(12)

January 7, 2021

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

Subject: Advertisement for Bid – Project WA2005 – Red River Pump Station Improvements

Dear Commissioners:

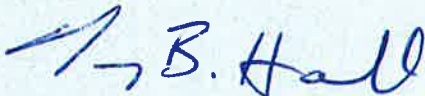
Water Utility staff is seeking approval to advertise bidding for Project WA2005: Red River Pump Station Improvements. The project will include the following:

- Flood Project for the Red River Pump Station (75% FEMA Grant Funded)
- Improvements to Increase Pumping Capacity (60% State Water Commission Grant Eligible)
- Zebra Mussel Mitigation Improvements
- Early-Warning Raw Water Monitoring Instrumentation to Analyze Water Chemistry
- Other Features to Improve Pump Station Operation & Maintenance

The FEMA funding for the project is in the amount of \$3.565 million. The remaining balance for the State Water Commission Regionalization grant is \$887,270.45 to be utilized in two (2) different capacity improvement projects by June 30, 2021. Bid opening for Project WA2005 is expected in February, 2021 and will likely begin advertising later this month.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA2005, Red River Pump Station Improvements



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

(13)

January 7, 2021

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

Subject: Sole Source – Trillium Pumps USA, Inc. to Procure Pump Repair Parts for Project WA2005 (SSP 21020)

Dear Commissioners:

Water Utility staff is seeking approval of a sole source with Trillium Pumps USA, Inc. (Trillium) for pump rehabilitation parts in Project WA2005: Red River Pump Station Improvements. This sole source request is in the amount of \$106,140 and was approved by the Finance Committee on December 28, 2020 (see attached sole source form).

The pump rehabilitation will improve capacity at the Red River Pump Station, which supplies raw water to both Water Treatment Plants (WTPs). The capacity increase will support regional water service to West Fargo and also the treatment capacity increase with the Membrane WTP now operational. The parts from Trillium will be 60 percent cost-share (grant) eligible from the State Water Commission under a 'Regionalization' grant. Under the SWC agreement, the grant funding needs to be fully utilized by June 30, 2021. Trillium will deliver the repair parts by May 15, 2021 under the proposal to rehabilitate two pumps with 5 million gallons per day capacity. The May delivery will allow installation of parts in advance of peak water demands next summer and allow costs to be submitted to the SWC for reimbursement ahead of the grant deadline.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source with Trillium Pumps USA, Inc. to procure pump rehabilitation parts for Project WA2005 in amount of \$106,140.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Trillium Pumps USA, Inc.

Estimated Dollar Amount of Purchase:

\$106,140

The project/service is required to:

Purchase and install repair parts for two (2) Red River Pump Station (RRPS) pumps. Each of these pumps are five (5) million gallons per day (MGD) capacity.

Funding for this project will be from Project WA2005: RR Pump Station Improvements. This work is eligible for 60% cost-share (grant) reimbursement from the North Dakota State Water Commission (SWC) with local share paid by Fund 450 (Infrastructure Sales Tax). These repairs fit into the long range capacity needs from the pump station. Water Utility staff and consultants determined it was sufficient to repair existing pumps for the 5 MGD need instead of buying new pumps.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Floway large-capacity pumps have been successfully used for over 20 years with no required maintenance in at least nine (9) Water Utility locations. There have been maintenance and warranty issues in using some other manufactures of large-capacity pumps. There are two (2) Red River Pump Station (RRPS) pumps at five (5) million gallons per day (MGD) capacity. These two Floway pumps have been the work horses of the RRPS since startup in the mid-1990s. Due to loss of capacity (not mechanical failure), these two (2) pumps need to be refurbished with new parts for the Project WA2005. Due to past success, Water Utility personnel are recommending the use of Floway parts for this refurbishing project even though the cost of part is \$35,000 higher than the lowest proposal. Please keep in mind that the State Water Commission will contribute \$21,000 (of the added \$35,000) toward the parts through our 'Regionalization' grant.

Water Utility staff and consultants received proposals from three (3) representatives/manufacturers for the repair parts, but the total cost is greater than \$50,000 with any option. Water Treatment Plant (WTP) staff thought it appropriate to sole source because of recommending a higher cost proposal. Below are the three (3) proposal costs for the repair of two (2) pumps:

Water Smith: \$40,176 per pump (or \$80,352 total)
 General Repair: \$35,656 per pump (or \$71,312 total)
 Van Bergen & Markson, Inc (Trillium Floway): \$53,070 per pump (or \$106,140 total)

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

Water Utility personnel and consultants communicated with multiple repair companies regarding the refurbishment of the two (2) raw water pumps. This communication has taken place over several months to make sure the exact repair needs and project time lines are met. Water Utility staff is not recommending the lowest cost repair option due to past maintenance experience and the total cost is over \$50,000 when considering the repair parts for both pumps. The refurbishing project was not advertised for bid. Therefore, sole source approval is needed.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

Floway large-capacity pumps have been successfully used for over 20 years with no required maintenance in at least nine (9) Water Utility locations. There have been maintenance and warranty issues in using some other manufactures of large-capacity pumps. There are two (2) Red River Pump Station (RRPS) pumps at five (5) million gallons per day (MGD) capacity. These two Floway pumps have been the work horses of the RRPS since startup. Water Utility advises paying some added cost to improve the chances of long-term reliability.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

N/A

Signature: T.B. Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 12/24/2020

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

TBH (Requestor initials)

23 Dec 2020

ALL BIDDERS

Quotation number: 1214979

Revision:

Attn:

Project: DPP C/O# 11521

Your reference: City of Fargo ND.

Thank you for the opportunity to quote the above referenced project. We are pleased to provide this information for your consideration.

The following is a firm price summary for this quotation. Please see item specific pages for more details.

FLOWAY® PUMPS					
Item number	Service	Size	Unit Price	Qty	Extended Price
003 - Bowl and Column Assembly, Less Disch (BCC)	Same length as original pump	18MKH - 1 Stage Product Lube - Sump Pump	\$ 53,070	2	\$ 106,140
Grand Total					\$ 106,140

COMMENTS: PUMP COMMENTS/CLARIFICATIONS:

This is a bowl and column assembly only.

Reference S/N#: 11521-1

The attached quote package has been quoted as an DPP pump per ANSI/H.I. 2.1-2.2-2014 definitions below.

2.1 .6 General information**2.1.6.1 Duplicate performance pump (DPP)**

A duplicate pump is one in which the performance characteristics are the same as another pump, within the variations permitted by the Test Standards (ANSI/HI 14.6), and parts are of the same type; but by reason of improved design and/or materials, mounting dimensions and parts are not necessarily interchangeable.

PRICES QUOTED ARE FOB FRESNO, CA, FREIGHT NOT INCLUDED

Our quote was prepared with the following specifications:

SECTIONS:

PLEASE NOTE: Any requirements not outlined in the referenced sections above will not be the responsibility of Floway.

OUR QUOTE DOES NOT INCLUDE:

Motor
Oil or Grease

Gauges
Valves
Anchor Bolts
Soleplates
Controls
Variable Frequency Drives
Transformers
Power Factor Correction Capacitors
Spare Parts
Sales Tax
Freight
Seismic Analysis
Torsional Analysis
Vibration Test
Start-up, Training, or Installation Supervision
Export Boxing or Crating for Long Term Storage

SHIPMENT AND FREIGHT TERMS: Shipment is quoted with freight term: FOB Factory, Fresno, CA (UCC), US final destinations only. At time of shipment, Seller loads the goods onto the carrier designated by the Buyer at the Seller's premises. Buyer assumes title to goods, risk of transportation, arranges for and pays the freight from the Seller's door and files any loss claims with the carrier. If possible, the Buyer should name the carrier on the purchase order so as not to delay processing of order or shipment. Partial shipment allowed. Shipment & invoicing will occur upon shipment of equipment. Shipment schedules are based on factory loading at time of order. Should shipment be postponed due to project or site delays Trillium Pumps USA will invoice and hold the shipment. Shipment delays exceeding 30 days from the completed date may be subject to reasonable storage charges.

LEADTIME: Shipment will be approximately 21 weeks after order receipt, which includes order review and acceptance within 10 business days of receipt. Orders will be accepted subject to buyer's credit approval and subject to Trillium Pumps USA, Inc.'s Terms and Conditions of Sale. Shipment lead time is an estimate at time of quotation and is subject to change based on quote validity. All quoted lead times do not include holidays.

SCOPE OF SUPPLY: Please note any requirements not outlined in the referenced specification sections as noted on the cover page of this quotation will not be the responsibility of Trillium Pumps USA. Any separate specifications made reference to within the noted specifications, whether in part or whole, will not be considered in this quotation.

Trillium Pumps USA, Inc. Terms and Conditions of Sale per attached will apply to this quotation. If this is not acceptable, mutually agreeable terms and conditions may be negotiated at time of order placement.

SPECIFICATIONS: Written request. No detailed specifications received.

VALIDITY: This offer is valid for 30 days from date issued. Quoted prices will be held firm thru shipment if order is released for manufacture within 60 days from order entry date. Otherwise, a price adjustment may be applied.

In the event that Trillium Pumps USA, Inc. is successful in the tender based on this Scope Letter, please issue the formal

Purchase Order to the following address:

Trillium Pumps USA, Inc.
2494 S. Railroad Ave.
Fresno, CA 93706

PRICE: Quoted prices will be held firm through shipment if order is released for manufacture within 60 days from order entry date, and approved for shipment within the leadtime quoted. Otherwise, a price adjustment may be applied. Price quoted is for all items purchased and shipped at one time. In the event of a partial order, we will review and adjust the freight price accordingly. Freight charges will be those in effect at time of shipment. Due to volatility in the commodities markets, Trillium Pumps USA reserves the right to add a material surcharge on pipe, plate, and other materials in line with the commodity indices. Cost surcharges must be agreed to prior to order acceptance.

PAYMENT TERMS: Orders & contracts are subject to approval by Trillium Pumps USA prior to acceptance. Standard terms for orders \leq \$150,000 are net thirty (30) days from date of invoice. For orders \geq \$150,000, progress payments will apply. Trillium Pumps USA's standard progress payment schedule is attached for consideration. Letter of Credit is applicable. Please note: L/C terms must be approved by Trillium Pumps USA's credit department prior to order acceptance. Letter of Credit must be irrevocable and confirmed by a U.S.A. Bank. Beneficiary must be Trillium Pumps USA, Inc. Confirmation charges should be paid by Buyer and L/C expiration date should be minimum 21 days after the latest shipment date.

PACKAGING: For domestic shipment via commercial carrier. Export boxing and documentation requirements are an option with price adder.

START-UP: Start-up/assistance not included.

QUALITY STANDARDS: All our manufacturing locations are ISO 9001-2008 certified.

TERMS AND CONDITIONS: This quotation is based solely upon the terms and conditions set forth herein including attachments. They supersede and reject any conflicting terms and conditions of Purchaser. Any other terms and conditions that Purchaser may propose are subject to requotation.

We hope you find our quotation in line with your requirements. However, if you have any questions, please do not hesitate to contact us.

Sincerely,

Vatche Baharian
Trillium Pumps USA, Inc.

January 7, 2021

(14)

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

Subject: Sole Source – Core & Main to Procure Large-Diameter Valves for Project WA2005

(SSP 21019)

Dear Commissioners:

Water Utility staff is seeking approval of a sole source with Core & Main to procure large-diameter valves for Project WA2005: Red River Pump Station Improvements. This sole source request is in the amount of \$130,535 and was approved by the Finance Committee on December 28, 2020 (see attached sole source form).

Capacity improvements at the Red River Pump Station – which supplies raw water to both Water Treatment Plants (WTPs) – requires new piping and valves because pipe routing out the building is changing in the overall project. The capacity increase will support regional water service to West Fargo and also the treatment capacity increase with the Membrane WTP now operational. With Covid-19, equipment delivery is requiring much more time. To expedite the overall project timeline for WA2005, WTP staff has been working with consultants to order some project equipment in advance of the contractor bid opening, expected to take place in February, 2021.

The valves from Core & Main will be 60 percent cost-share (grant) eligible from the State Water Commission under a 'Regionalization' grant. Under the SWC agreement, the grant funding needs to be fully utilized by June 30, 2021. Upon order, Core & Main will deliver the valves in 8-10 weeks, allowing a SWC reimbursement request to be submitted in advance of the SWC deadline. The Core & Main delivery is much faster than proposals from other manufacturers/representatives (see attached AE2S explanation).

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source with Core & Main to procure large-diameter valves for Project WA2005 in amount of \$130,535.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Core & Main

Estimated Dollar Amount of Purchase:

\$130,535.00

The project/service is required to:

Purchase valves with long delivery times ahead of contractor bids for Project WA2005, Red River Pump Station Improvements. Timing for this project is important for both pump capacity in 2021 with West Fargo as a regional customer and to receive grant funding from the State Water Commission set to expire on June 30, 2021.

Funding for the valves (capacity portion of Project WA2005) will be from the State Water Commission under a 'Regionalization' grant with Infrastructure Sales Tax (Fund 450) covering the local share. There are essentially two major parts of Project WA2005: Pump Capacity Increase and Flood Protection.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Per the attached letter from AE2S and bid tabulation sheet, the prices and lead time were received from four manufacturers/representatives. Due to the project time line, the lead time for valve manufacture and delivery is very critical. Core & Main provided a lead time that supported the project critical path even though the prices were higher compared to other manufacturers/representatives. Per the attached AE2S letter, the Water Utility will pay an extra \$12,902 to receive the valves in time to increase the pump station capacity by early-summer 2021.

We did have significant pump capacity concerns in the summer of 2020 with the Red River Pump Station. The summer was managed without imposing mandatory water restrictions, but there was discussion of doing so. We operated with all pumps on and wide open for a significant portion of last summer. Part of Project WA2005 is to gain some capacity increase by next summer to reduce the potential water capacity stress even though the overall project will not be fully complete until fall.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

AE2S requested pricing and delivery time line from five (5) different manufacturers/representatives for valves needed in Project WA2005, Red River Pump Station Improvements. There were four (4) responses. Core & Main can provide the valves within the time line needed for project construction and is the recommended proposal even though there is a cost increase of \$12,902. Delivery date is very important because increased pump capacity needs to be increased by next summer and the deadline for collecting State Water Commission (SWC) grant funding is June 30, 2021. After a SWC reimbursement request currently being submitted, there is \$1.377 million remaining to be used by June 30, 2021.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

The shorter lead time for delivery from Core & Main was a significant factor in this selection for sole source.

Per the attached letter from AE2S and bid tabulation sheet, the prices and lead time were received from four manufacturers/representatives. Due to the project time line, the lead time for valve manufacture and delivery is very critical. Core & Main provided a lead time that supported the project critical path even though the prices were higher compared to other manufacturers/representatives. Per the attached AE2S letter, the Water Utility will pay an extra \$12,902 to receive the valves in time to increase the pump station capacity by early-summer 2021.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

N/A

Signature: Troy B. Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 12/18/2020

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

TBH (Requestor initials)



December 4, 2020

Mr. Troy Hall
Water Utility Director
City of Fargo
435 14th Ave S
Fargo ND 58103-4306

**Re: Fargo Red River Pump Station Improvements
Engineer's Request for Proposals Review and Purchase Order Recommendation**

Dear Mr. Hall:

AE2S has been retained by the City of Fargo for the design services for improvements to the City's Red River Pump Station including replacement of existing pumps, raising the operating floor, installing new discharge piping, fittings, and valves, a chemical feed system to address zebra mussels, an air burst system to address frazil ice, new electrical equipment, and incorporation of a floodwall to complete a portion of the City's flood protection system at the pump station site. It is highly desirable to complete a significant portion of the work prior to the summer peak water demand period in July. To accomplish this relatively aggressive construction schedule, the design team has recommended the pre-procurement of both the new pumps as well as the new valves and major electrical equipment for the project to ensure that the equipment is ordered, shipped, delivered, and installed in-time to meet the July timeline to have the new equipment in operation. The pumps have been pre-procured. The major electrical equipment will be pre-procured soon. This letter is to summarize the pre-procurement process for the major process valves, proposals received, and make a recommendation for the selection of valves to purchase for the project.

The valves that are being pre-procured include a 42-inch butterfly valve, two 14-inch butterfly valves, four 20-inch butterfly valves, two 14-inch swing check valves, and four 20-inch swing check valves. Requests for proposals were sent out to five valve manufacturers/representatives and quotes were received from four of them. The proposals requested pricing and lead-times for all of these valves. After additional consideration, it was decided to obtain a quote and lead-time for the air release valves that would be installed after each of the six vertical turbine pumps and also on the main discharge header as the lead-times for these valves is also lengthy.

The attached spreadsheet presents the proposals received from the four valve manufacturers/representatives. As shown in the spreadsheet, the lowest total price for the valves was submitted by Vessco, Inc. (total price of \$90,473.00), followed by Flow Control Automation, Inc. (\$91,667.00), followed by Core & Main, Inc. (\$103,375.00). Jasper Engineering, Inc. did not submit a quote for the check valves. For the lead-times, both Vessco, Inc. and Flow Control Automation, Inc. provided lead-times of 23 to 26 weeks for the 14-inch and 20-inch swing check valves. Core and Main, however, included a lead-time of just 10-12 weeks for the swing check valves and 8-10 weeks

Mr. Troy Hall
Water Utility Director

**Re: Red River Pump Station Improvements
Engineer's Request for Quotes Review and Purchase Order Recommendation**

December 4, 2020

Page 2 of 2

for all of the butterfly valves. Since a lead-time of 23-26 weeks is not acceptable (26 weeks from December 1, 2020 would be June 1, 2021) from a construction standpoint to allow sufficient time to have the improvements complete and the pump station operational by July, it is preferred to select Core and Main as the valve supplier even though the price is slightly higher. It is felt that the \$12,902.00 higher cost is very beneficial to the City to ensure that the valves are delivered approximately 12 weeks after the approved purchase order which will allow the pump station improvements to be completed by the summer peak demand period in July. The cost submitted by Core and Main for the combination air and vacuum valves amounts to \$27,160.00 and is also presented in the attachment. Therefore, it is the recommendation of AE2S, that the City of Fargo approve a purchase order with Core and Main to pre-procure the major process valves for the project in the amount of \$130,535.00. It is recommended to proceed with a purchase order as soon as possible to get the valves on-order.

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the valve solicitation proposals or the project in general, please do not hesitate to contact me at (701) 364-9111.

Respectfully Submitted,

AE2S

Kevin Johnson

Kevin M. Johnson, PE
Project Engineer

Attachment



Bid Proposal for Red River Pump Station Imp. Valve Package Import

CITY OF FARGO WATER TREATMENT
Job Location: Fargo, ND

Bid Date: 11/20/2020 04:00 p.m.

Core & Main 1567853

Core & Main

4900 19th Avenue, North

Fargo, ND 58102

Phone: 701-219-7480

Fax: 701-282-2565

Seq#	Qty	Description	Units	Price	Ext Price
20		IMPORT VALVE PACKAGE			
30	1	42" BUTTERFLY VALVE PRATT 10-12 WEEKS	EA	18,067.00	18,067.00
60	2	14" BUTTERFLY VALVE PRATT 8-10 WEEKS	EA	2,405.00	4,810.00
90	4	20" BUTTERFLY VALVE PRATT 8-10 WEEKS	EA	4,326.00	17,304.00
120	2	14" SWING CHECK VALVE PRATT 8-10 WEEKS	EA	7,571.00	15,142.00
150	4	20" SWING CHECK VALVE PRATT 8-10 WEEKS	EA	12,013.00	48,052.00
		TOTAL IMPORT PACKAGE			103,375.00
190		COMBINATION AIR VALVE			
200	4	WAVASD60-150F-N-FS-2FII-HW PRATT 6" FLG DUAL-BODY COMBINATION AIR VALVE W/INLET SURGE CHECK, FLG AWWA BF VALVE W/GO & HW, INCLUDES GASKET & SS BOLT KIT.	EA	4,480.00	17,920.00
260	2	WAVASD40-150F-N-FS-2FII-HW PRATT 4" FLG DUAL-BODY COMBINATION AIR VALVE W/INLET SURGE CHECK, FLG AWWA FB VALVE W/GO & HW, INCLUDES GASKET & SS BOLT KIT.	EA	4,285.00	8,570.00
320	1	WAR20-2364-150-FS PRATT 2" NPT AIR RELEASE VALVE (23/64" ORIFICE, 1/2" OUTLET)	EA	480.00	480.00
350	1	2" 304SS BALL VALVE KIT	EA	190.00	190.00



Bid Proposal for Red River Pump Station Imp. Valve Package Import

Bid #: 1567853

Seq#	Qty	Description	Units	Price	Ext Price
				SUBTOTAL	27,160.00
				Sub Total	130,535.00
				Tax	0.00
				Total	130,535.00

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Vessco, Inc.				Flow Control Automation, Inc.				Jasper Engineering, Inc.				Core & Main, Inc.				
Valves - AIS Compliant	Lead Time (weeks)	Quantity	Price (each)	Price Total	Lead Time (weeks)	Quantity	Price (each)	Price Total	Lead Time (weeks)	Quantity	Price (each)	Price Total	Lead Time (weeks)	Quantity	Price (each)	Price Total
42" Butterfly Valve	12	1	\$23,662.50	\$23,662.50	23-25	1	\$17,433.00	\$17,433.00	16-20	1	\$29,540.00	\$29,540.00	24-36	1	\$25,146.00	\$25,146.00
14" Butterfly Valve	10	2	\$3,425.00	\$6,850.00	23-25	2	\$1,978.00	\$3,956.00	16-20	2	\$2,560.00	\$5,120.00	16-18	2	\$3,146.00	\$6,292.00
20" Butterfly Valve	12	4	\$5,820.00	\$23,280.00	23-25	4	\$2,626.00	\$10,504.00	16-20	4	\$4,910.00	\$19,640.00	16-18	4	\$5,417.00	\$21,668.00
14" Swing Check Valve	26	2	\$15,575.00	\$31,150.00	23-25	2	\$10,417.00	\$20,834.00		2	\$0.00	\$0.00	16-18	2	\$9,531.00	\$19,062.00
20" Swing Check Valve	26	4	\$27,610.00	\$110,440.00	23-25	4	\$15,417.00	\$61,668.00		4	\$0.00	\$0.00	16-18	4	\$15,987.00	\$63,948.00
			\$53,792.50	\$195,382.50			\$31,893.00	\$114,395.00			\$54,300.00	\$54,300.00			\$53,106.00	\$136,116.00
Valves - Non-AIS Compliant	Lead Time (weeks)	Quantity	Price (each)	Price Total	Lead Time (weeks)	Quantity	Price (each)	Price Total	Lead Time (weeks)	Quantity	Price (each)	Price Total	Lead Time (weeks)	Quantity	Price (each)	Price Total
42" Butterfly Valve	12	1	\$16,975.00	\$16,975.00	23-25	1	\$17,433.00	\$17,433.00	14-16	1	\$15,830.00	\$15,830.00	10-12	1	\$18,067.00	\$18,067.00
14" Butterfly Valve	9	2	\$2,075.00	\$4,150.00	23-25	2	\$1,872.00	\$3,744.00	14-16	2	\$1,670.00	\$3,340.00	8-10	2	\$2,405.00	\$4,810.00
20" Butterfly Valve	10	4	\$3,942.00	\$15,768.00	23-25	4	\$2,488.00	\$9,952.00	14-16	4	\$3,130.00	\$12,520.00	8-10	4	\$4,326.00	\$17,304.00
14" Swing Check Valve	26	2	\$10,850.00	\$21,700.00	23-25	2	\$5,269.00	\$10,538.00		2	\$0.00	\$0.00	8-10	2	\$7,571.00	\$15,142.00
20" Swing Check Valve	26	4	\$18,985.00	\$75,940.00	23-25	4	\$12,500.00	\$50,000.00		4	\$0.00	\$0.00	8-10	4	\$12,013.00	\$48,052.00
			\$36,893.00	\$134,533.00			\$31,129.00	\$91,667.00			\$31,690.00	\$31,690.00			\$40,181.00	\$103,375.00
Valves - Non-AIS Compliant Alternate	Lead Time (weeks)	Quantity	Price (each)	Price Total	Lead Time (weeks)	Quantity	Price (each)	Price Total	Lead Time (weeks)	Quantity	Price (each)	Price Total	Lead Time (weeks)	Quantity	Price (each)	Price Total
42" Butterfly Valve	12	1	\$16,975.00	\$16,975.00												
14" Butterfly Valve	9	2	\$2,075.00	\$4,150.00												
20" Butterfly Valve	10	4	\$3,942.00	\$15,768.00												
14" Swing Check Valve	26	2	\$5,990.00	\$11,980.00												
20" Swing Check Valve	26	4	\$10,400.00	\$41,600.00												
			\$36,893.00	\$90,473.00				\$0.00				\$0.00				\$0.00

Summary:

AIS Compliant Valves: Least Expensive is Flow Control Automation for \$114,395.00 but Lead-Time is 23-25 weeks.

Non-AIS Compliant Valves: Least Expensive is Vessco for \$90,473.00 but Lead-Time is 26 weeks for check valves.

Non-AIS Compliant Valves: Shortest Lead-Time is Core and Main at 8-12 weeks and total cost is \$103,375.00.

The additional cost of \$12,902.00 is value to shorten the lead-time and have the valves prior to construction.

Summary of Core and Main Proposal (includes air valves, butterfly valves, and check valves)

Fargo Red River Pump Station
Valve Pre-Procurement Bid Tab
December 2, 2020

Core and Main, Inc.			
Air and Vacuum Valves	Lead Time (weeks)	Quantity	Price (each)
WAVASD60-150F-N-FS-TD-2FH-L 6"	18-20	4	\$4,480.00
WAVASD40-150F-N-FS-TD-2FH-L 4"	18-20	2	\$4,285.00
WARD20-2364-150-FS- 2" & SS Ball Valve	1-2	1	\$670.00
			\$27,160.00

Valves - Non-AIS Compliant	Lead Time (weeks)	Quantity	Price (each)	Price Total
42" Butterfly Valve	10-12	1	\$18,067.00	\$18,067.00
14" Butterfly Valve	8-10	2	\$2,405.00	\$4,810.00
20" Butterfly Valve	8-10	4	\$4,326.00	\$17,304.00
14" Swing Check Valve	8-10	2	\$7,571.00	\$15,142.00
20" Swing Check Valve	8-10	4	\$12,013.00	\$48,052.00
				\$103,375.00

Total Purchase Order Amount = **\$130,535.00**

January 6, 2021

(17)

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

**Re: Park District of the City of Fargo
Purchase Agreement – Improvement District #BN-21-H1**

Dear Commissioners:

Enclosed and delivered to the City Commission office are (2) original Purchase Agreement documents for the acquisition of property in association with Improvement District #BN-21-H1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of property from the Park District of the City of Fargo in association with Improvement District #BN-21-H1.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Brenda Derrig
Jeremy Gorden
Nancy J. Morris



January 6, 2021

Nancy J. Morris
Assistant City Attorney - Fargo
505 N. Broadway, Suite 206
Fargo, ND 58102

Re: Purchase Agreement – ROW at Anderson

Dear Nancy:

Enclosed is two original signed copies of a Purchase Agreement between the Fargo Park District and City of Fargo regarding ROW at Anderson.

Please have the original copies signed and return one duly signed copy to our offices for safekeeping to my attention.

If you have any questions, feel free to reach me via email at tnielsen@fargoparks.com or at 701-499-6077.

Sincerely,

Tara Nielsen
Director of Finance
Fargo Park District

Enclosure

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of January, 2021, by and between **PARK DISTRICT OF THE CITY OF FARGO**, a North Dakota political subdivision, hereinafter called "Seller", whether one or more, and the **CITY OF FARGO NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer" or "City".

WHEREAS, Seller is the owner of the following described property:

That part of Lot 4, Block 1 of ANDERSON PARK SECOND ADDITION to the City of Fargo, according to the recorded plat thereof on file and of record in the office of the County Recorder of Cass County, North Dakota, describe as follows:

Commencing at the northwest corner of said Lot 4; thence South 02 degrees 28 minutes 18 seconds East, on the east right-of-way line of 45th Street South a distance of 164.51 feet to the point of beginning; thence North 87 degrees 31 minutes 42 seconds East a distance of 839.96 feet to the east line of said Lot 4; thence South 02 degrees 28 minutes 18 seconds East, along said east line, 73.00 feet; thence South 87 degrees 31 minutes 42 seconds West a distance of 839.96 feet to said east right-of-way line; thence North 02 degrees 28 minutes 18 seconds West, on said east right-of-way, 73.00 feet to the point of beginning.

Containing 61,317 square feet, more or less.

WHEREAS, Buyer desires to purchase the above described property.

WHEREAS, the City and Seller have negotiated fair and just compensation for the interests in Seller's Property desired by the City; and

WHEREAS, upon the terms and conditions of this Agreement, Seller has agreed to sell the Property to the City.

NOW, THEREFORE, in consideration of the mutual covenants promises and agreements of the parties, it is hereby agreed as follows:

1. **Purchase.** Seller agrees to sell, and Buyer agrees to purchase the above described property, together with all improvements, hereditaments, appurtenances and fixtures attached thereto, subject to the terms of this Agreement.

2. **Purchase Price.** As and for the purchase price, the City shall pay to Park District the sum of \$8.24/square foot for an estimated 61,317 square feet, for a total purchase price of \$505,252.08.

3. **Closing and Title.** Seller shall provide City an abstract of title. City shall assure itself as to title, all costs to be borne by City. At closing, Seller shall deliver to Buyer a warranty deed in recordable form. Possession of the property shall be on the date of closing. The closing shall be on or before January 12, 2021.

3. **Attorney Fees.** It is understood and agreed that as part of this purchase, each of the parties shall pay their own attorney's fees.

4. **Inspection and Photographs.** Prior to Closing, Seller agrees to allow City to enter the premises and upon the land for purposes of inspection, including but not limited to soil testing, including soil borings, and all other testing means necessary to determine suitability of the property for the intended purposes.

5. **Contingency and Simultaneous Closing of Surrounding property with EOLA Landholdings, LLC.** The closing of this Agreement is contingent upon Park District of the City of Fargo closing on the sale surrounding property. Attached to this Agreement by reference is a copy of the purchase agreement between Park District of the City of Fargo and EOLA Landholdings, LLC. Should the purchase agreement between Park District of the City of Fargo and EOLA Landholdings, LLC fail to close, the Park District of the City of Fargo shall not be obligated to close on this Agreement and this agreement shall be null and void. The closing on

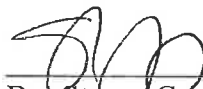
this Agreement shall happen simultaneously with the closing on the Agreement between Park District of the City of Fargo and EOLA Landholdings, LLC.

6. **Entire Agreement.** This agreement contains the entire agreement between the parties and shall be binding on the parties, their successors and assigns.

DATED this 5th day of January, 2021.

SELLER:

Park District of the City of Fargo



By: Stacey Griggs, President



By: Jeff Gunkelman, Clerk

DATED this ____ day of _____, 2021.

BUYER:

City of Fargo, North Dakota

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

ATTEST:

Steven Sprague, Auditor

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of January, 2021, by and between **PARK DISTRICT OF THE CITY OF FARGO**, a North Dakota political subdivision, hereinafter called "Seller", whether one or more, and the **CITY OF FARGO NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer" or "City".

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Containing 61,317 square feet, more or less.

WHEREAS, Buyer desires to purchase the above described property.

WHEREAS, the City and Seller have negotiated fair and just compensation for the interests in Seller's Property desired by the City; and

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2. **Purchase Price.** As and for the purchase price, the City shall pay to Park District the sum of \$8.24/square foot for an estimated 61,317 square feet, for a total purchase price of \$505,252.08.

3. **Closing and Title.** Seller shall provide City an abstract of title. City shall assure itself as to title, all costs to be borne by City. At closing, Seller shall deliver to Buyer a warranty deed in recordable form. Possession of the property shall be on the date of closing. The closing shall be on or before January 12, 2021.

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this Agreement shall happen simultaneously with the closing on the Agreement between Park District of the City of Fargo and EOLA Landholdings, LLC.

6. **Entire Agreement.** This agreement contains the entire agreement between the parties and shall be binding on the parties, their successors and assigns.

DATED this 5th day of January, 2021.

SELLER:

Park District of the City of Fargo



By: Stacey Griggs, President



By: Jeff Gunkelman, Clerk

DATED this ____ day of _____, 2021.

BUYER:

City of Fargo, North Dakota

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

ATTEST:

Steven Sprague, Auditor

COVER SHEET
CITY OF FARGO PROJECTS

(18)

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

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

Southwest Regional Pond Phase 1

Improvement District No. FP-19-A

Call for Bids January 11, 2021

Advertise Dates January 20 & 27, 2021

Bid Opening Date February 17, 2021

Substantial Completion Date September 15, 2021

Final Completion Date June 15, 2022

N/A PWPEC Report (Attach Copy) **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Rob Hasey

Phone No. (701) 476-4041

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
SOUTHWEST REGIONAL POND PHASE 1
IMPROVEMENT DISTRICT NO. FP-19-A

Nature & Scope

This project is for the new construction of underground utilities, concrete pavement and incidentals for the southwest regional pond located south of 52nd Avenue South and between 57th Street South and 45th Street South.

Purpose

This project is to provide infrastructure for new residential and commercial properties.

Feasibility

The estimated cost of construction is \$6,195,466.50.

The costs for the Improvement District are estimated as follows:

Underground & Paving Costs		\$ 6,195,466.50
Plus 1.53% Engineering Fee:		\$ 94,546.65
Plus 8.47% Outside Engineering Fee:		\$ 525,000.00
Plus Land Acquisition Cost:		\$ 4,520,406.00
Plus 4% Administration Fee:		\$ 247,818.66
Plus 3% Legal Fee:		\$ 185,864.00
Plus 4% Interest Fee:		\$ 247,818.66
Plus 5% Contingency:		\$ 309,773.32
Total Estimated Cost:		\$ 12,326,693.79
Underground & Paving Amount Special Assessed:		\$ 12,326,693.79

Project Funding Summary		
Special Assessments	100.00%	\$ 12,326,693.79
Total Estimated Project Cost		\$ 12,326,693.79

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

**SOUTHWEST REGIONAL POND
PHASE 1**

IMPROVEMENT DISTRICT NO. FP-19-A

LOCATION:

An area of land located between 52nd Avenue South, west of Interstate 29, ¼ of a mile south of 76th Avenue South and east of 57th Street South.

COMPRISING:

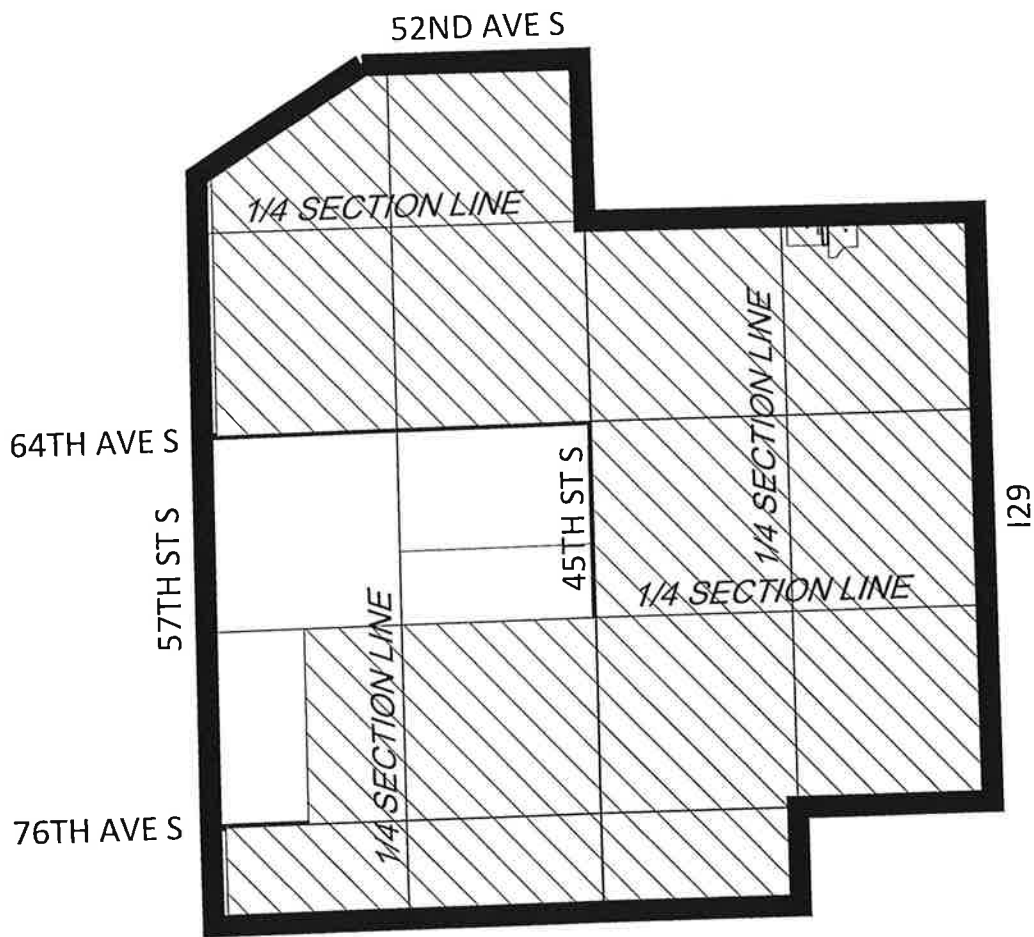
Bound on the north by 52nd Avenue South.

Bound on the east by Interstate 29.

Bound on the south a distance of ¼ of a mile south of 76th Avenue South.

Bound on the west by 57th Street South.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota and its Extra-Territorial Area.



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

SOUTHWEST REGIONAL POND PHASE 1

IMPROVEMENT DISTRICT NO. FP-19-A



FUTURE BENEFITING AREA OUTSIDE CITY LIMITS