FARGO CITY COMMISSION AGENDA
Monday, October 17, 2022 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, October 3, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 1st reading of an Ordinance Relating to the International Building Code (Child Care Facility Bathtub/Shower Requirements).

2. 2nd reading and final adoption of an Ordinance Relating to Impounded Animals-Procedure for Impounding; 1st reading, 10/3/22.

3. Resolution relating to the City Wildlife Management Program for the 2022-2023 season.

4. Findings of Fact, Conclusions and Order and Notice of Entry of Order for property located at 2315 2nd Avenue South.

5. Resolution relating to the qualifications of members and responsibilities of the Board of Health.

6. Gaming Site Authorization for Fargo Youth Hockey Association at Buffalo Wild Wings-42nd.

7. Applications for Games of Chance:
   a. Centennial Elementary PTO for bingo on 10/28/22.
   b. NDSU Dairy, Livestock and Meats Judging Team for a raffle on 3/4/23.
   c. River Keepers for a raffle on 10/20/22.
   d. St. John Paul II Catholic Schools for a raffle on 4/29/23.
   e. Homeward Animal Shelter for a raffle and raffle board on 10/28/22.

8. Extension of a Class "AC" Alcoholic Beverage License for Fargo Moorhead Community Theater d/b/a The Stage at Island Park until 4/1/23.

9. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement), Permanent Easement (Levee and Retaining Wall for Flood Control) and Permanent Easement (Storm Sewer) with Jake Kruse and Jackilyn L. Kruse (Project No. FM-19-C).

10. Bid award for Project No. UR-22-C1.

11. Change Order No. 12 in the amount of $20,457.27 for Project No. FM-16-A1.

12. Change Order No. 2 in the amount of $9,910.00 for Project No. UR-22-B1.

13. Change Order No. 2 in the amount of $47,375.00 and time extension to substantial and final completion dates to 10/24/22 and 11/14/22 for Project No. SR-22-B1.

14. Piggyback Contract with Sourcewell for the Purchase of one sewer cleaner truck in the amount of $335,834.00 (PBC101221-VTR23).

15. Bid award for Water Loop Service Valve Installation at the FARGODOME (RFP22171).

16. Receive and file General Fund – Budget to Actual through September 2022 (unaudited).

17. Agreement with Tanner Smedshammer.

18. Notice of Grant Award with the ND Department of Health for COVID-19 Preventative Services Recovery (CFDA #93.391).

19. Agreement for School Faculty Tobacco Prevention Coordinator with West Fargo Public School District.

20. Notice of Grant Award with the ND Department of Health and Human Services for regional public health network.

21. Financial Award with the ND Department of Commerce/DCS for the Gladys Ray Shelter Emergency Solutions Grant (CFDA #14.231).

22. Contract Agreement for Services with Southeast Human Service Center.

23. Set October 31, 2022 at 5:15 p.m. as the date and time for a Public Hearing on a dangerous building at 812 7th Street North.

24. Subrecipient Agreement with Cass Clay Community Land Trust.

25. Program – Funded State and Local Task Force Agreement with the United States Department of Justice, Drug Enforcement Administration (DEA).

26. Bid award for snow groomer equipment services (RFP22156).

27. Bills.

28. Change Order No. 6 in the amount of $8,104.25 for Improvement District No. BN-21-H1.

29. Change Order No. 3 in the amount of $990.00 for Improvement District No. BN-22-K1.

30. Change Order No. 2 in the amount of $34,308.25 and time extension to the Phase 3 completion date, and final and substantial completion dates to 10/7/22, 10/17/22 and 11/16/22 for Improvement District No. BR-22-B1.

31. Change Order No. 2 for a time extension to the substantial and final completion dates to 10/24/22 and 11/24/22 for Improvement District No. PR-22-F1.

32. Negative Final Balancing Change Order No. 1 in the amount of -$33,974.70 for Improvement District No. SL-21-B1.

33. Change Order No. 1 in the amount of $49,269.25 and time extension to the substantial and final completion dates to 10/7/22 and 10/28/22 for Improvement District No. UN-22-M1.

34. Agreement with West Fargo and Cass County for the 52nd Avenue South Reconstruction Project (Improvement District No. BN-23-A1).

35. Bid advertisement for Project No. FM-21-A2.

REGULAR AGENDA:

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).

36. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
    a. Special Assessment List for Business Improvement District (BID) fees.

    b. Special Assessment of unpaid utility bills.

    c. Appeal of a Board of Adjustment decision to uphold an Administrative Interpretation on a land use definition for a Change of Use Permit application filed by Gill Investments Ltd.

    d. CONTINUED TO 10/31/22 - Hearing on a dangerous building located at 509 21st Street North.

37. Introduction of North Dakota State University President.

38. Recommendation for appointment of a Solid Waste Utility Director.

39. Recommendations for appointments to the Fargo Youth Initiative.

40. Selection of an alternative for 1458 South River Road.

41. Request to acquire 714 12th Street North; delayed from the 10/3/22 Regular Agenda.

42. Recommendation to allow business owners who are non-residents to speak during the Resident Comment Period.

43. Recommendation to rescind the Deputy Mayor appointment.

44. Applications for Property Tax Exemptions for Improvements Made to Buildings:
    a. Stephen and Cheryl Hoffman, 217 15th Avenue North (5 year).
    b. James and Jean Jorgenson, 4834 Rose Creek Parkway South (5 year).
    c. Kenneth and Diana Thomas, 2810 1st Street North (5 year).
    d. Greg and Nancy Bjerke, 2973 Peterson Parkway North (5 year).

45. Liaison Commissioner Assignment Updates.

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

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21-0102
OF CHAPTER 21 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL BUILDING CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 21-0102 of Chapter 21 of the Fargo Municipal Code is hereby amended to read as follows:

Table 2902.1 is hereby amended to read as follows:

	Minimum Number of Required Plumbing Fixtures						
No.	Classification	Description	Water Closets	Lavatories	Bathtubs/ Showers	Drinking Fountains	Other
5	Institutional	Adult day care and child day care	1 per 15	1 per 15	1 *child day cares are exempt from this requirement.	1 per 100	1 service sink

(Balance of table remains unchanged.)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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:

(2)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 12-0106
OF ARTICLE 12-01 OF CHAPTER 12 OF THE FARGO MUNICIPAL CODE
RELATING TO IMPOUNDED ANIMALS - PROCEDURE FOR IMPOUNDING.

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

12-0106. - Impounded animals - procedure for impounding.

~~It shall be the duty of e~~Every police officer ~~or any~~ and other persons designated by the board of city commissioners ~~to~~ may apprehend any dog or cat found running at large contrary to the provisions of this article and ~~to~~ may impound such dog or cat in the city pound, if one is maintained, or other suitable place selected by the chief of police for the impounding of animals. The poundmaster or designated pound representative, upon receiving any dog or cat, shall make a complete registry, entering the breed, color, and sex of such dog or cat and whether licensed for the current year. If licensed, he shall enter the name and address of the owner and the number of the license tag. ~~Licensed animals shall be separated from unlicensed~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~animals.~~

Section 2. Effective Date.

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

_____
Dr. Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Nancy J. Morris

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

(3)

October 13, 2022

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

RE: Wildlife Management Program Resolution 2022-2023 Season

Dear Mayor and Commissioners,

Enclosed for your approval is a Resolution establishing the City Wildlife Management program parameters for the 2022-2023 season. As you know, Fargo Municipal Code was recently amended. This Resolution reflects the changed circumstances, including the further engagement of the Sandhills Archery Club, in conjunction with the Fargo Park District, for the purposes of confirming that all participants possess a North Dakota Game and Fish license for antlerless deer, completion of a proficiency examination, including a written portion confirming the understanding of the applicable rules, and assignment of permits for designated areas within the City of Fargo on property owned or managed by the Fargo Park District. Two maps are attached detailing the areas designated for the program.

Suggested Motion: I move to receive, approve and file the Resolution relating to the City Wildlife Management Program for 2022-2023.

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

Regards,

Nancy J. Morris

NJM/lmw

Enclosures

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

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

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

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, pursuant to authority granted to it under Home Rule, has adopted and approved City of Fargo Ordinance 12-04, Chapter 12 to establish a City Wildlife Management Program, including such rules and regulations as are necessary to carry out the City Wildlife Management Program; and

WHEREAS, the Board of City Commissioners desires to designate a season for the City's Wildlife Management Program for 2022-2023, to designate areas for inclusion within the 2022-2023 season, and to decide the number of deer which may be taken by each permit holder for the 2022-2023 season.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners hereby designates two Regions for the City Wildlife Management Program for 2022-2023. The City Wildlife Management Program deer season for each Region shall run from November 7, 2022 (upon receipt of permit(s) from the City Auditor) through ½ hour after sunset January 31, 2023. Legal shooting hours shall run concurrent with ND Game & Fish Department regulations (½ hour before sunrise to ½ hour after sunset).

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby authorizes issuance of a total of 90 permits to participate in the 2022-2023 City Wildlife Management season. Each license holder may initially secure two (2) permits for antlerless deer in their respective Region. After December 1, 2022, license holders may secure any of the remaining ninety (90) antlerless deer permits, issued on a first come, first served basis.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby requires that all participants in the City Wildlife Management Season secure a Proficiency Certificate or other indicia of the completion of proficiency training, including a written exam pertaining to the

rules and regulations of participation, to be offered by the Fargo Park District in conjunction with Sandhills Archery Club. The Fargo Park District or Sandhills Archery Club shall provide evidence of completion of the required Proficiency examination to the city of Fargo Auditor's Office in advance of permit issuance. The city of Fargo Auditor shall secure a copy of the hunter's North Dakota Game and Fish License, a North Dakota identification, and record all permits issued at the time of application approval.

BE IT FURTHER RESOLVED that the Board of City Commissioners that all minors (under 18 years of age) permitted to participate in the City Wildlife Management Season MUST be accompanied by an adult who has successfully completed the written portion of the Proficiency program conducted by the Sandhills Archery Club. The adult need not be a permit holder, provided the minor has all necessary licenses and permits required to participate in the City Wildlife Management Program.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby designates the following Regions within the city limits of Fargo to be included within the 2022-2023 City Wildlife Management Program and hereby also approves the associated number of permits for the designated areas (Fargo Park District Property and City of Fargo property under the control and direction of the Fargo Park District):

Region One- North Fargo (1A- 1I): **Deer Permits to be issued: 45**
Region Two- South Fargo (2A- 2H): **Deer Permits to be issued: 45**

The maps attached as Exhibits A and B more specifically identify the areas in each of the Regions where participation in the City Wildlife Management Program may occur. Permits received by the participants are specific to the location within the Region. Hunting is not permitted except in the permit designated locations.

Dated this ____ day of October, 2022.

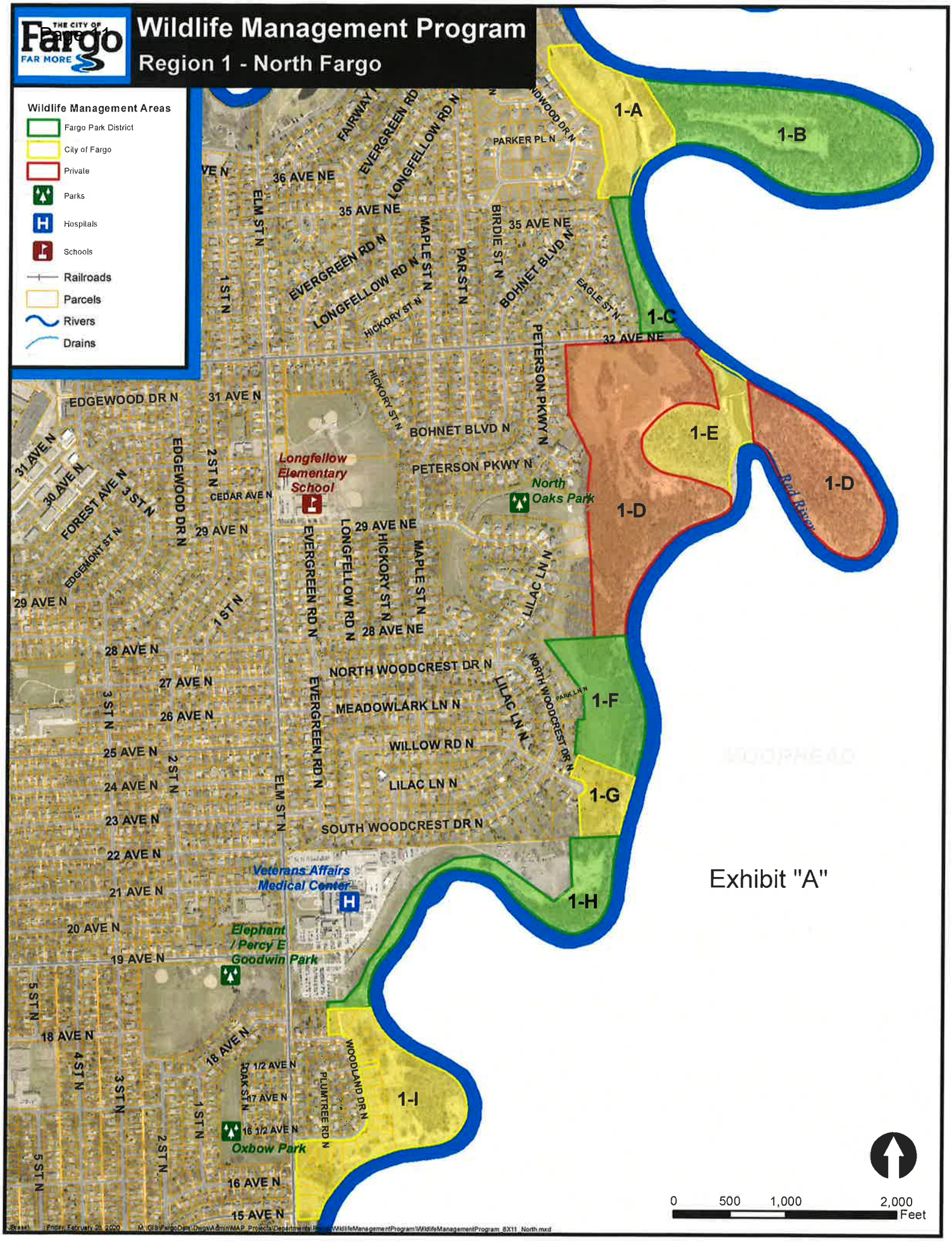
_____
Dr. Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

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

Wildlife Management Program
Region 1 - North Fargo



Friday, February 28, 2020 M:\GIS\FargoDataLibrary\Admin\MAP_Projects\Departments\Public\WildlifeManagementProgram\WildlifeManagementProgram_8X11_North.mxd

Wildlife Management Program
Region 2 - South Fargo

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Nancy J. Morris

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

4

October 13, 2022

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

RE: Dangerous Building located at 2315 2nd Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact, Conclusions and Order, and Notice regarding the dangerous building proceeding for the property at 2315 2nd Avenue South. At its October 3rd, 2022 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Conclusions and Order, and Notice.

Suggested Motion: I move to approve the Findings of Fact, Conclusions and Order, and Notice as presented.

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

FINDINGS OF FACT, CONCLUSIONS AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 2315 2nd Avenue South, Fargo, North Dakota

Property Owner: Sara Sabo

A hearing was held before the Board of City Commissioners of the City of Fargo on the 3rd day of October, 2022 regarding the property located at 2315 2nd Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. The property owner, Sara Sabo, additionally appeared and provided testimony.

The Board heard the testimony offered by Shawn Ouradnik and the property owner, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Sara Sabo is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

> Lot Seven (7), Block Seven (7) of Egbert, O'Neil and Haggarts Addition to the city of Fargo

Street address: 2315 2nd Avenue South, Fargo, North Dakota, 58103

[hereinafter "Subject Property"].

2. That on May 17, 2022 and June 17, 2022, Bill Thompson, Residential/Rental Building Inspector to the city of Fargo, inspected the Subject Property and found the building, consisting of a single-story structure with basement and attached 2-stall garage to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

3. That the building is unsafe and is a dangerous building in the following respects: (a)

furnace is inoperable; (b) northeast corner of basement wall has brace failure with significant movement; (c) unpermitted wiring; (d) extreme deterioration of overhead garage door header; (e) squirrel infestation of garage attic; (f) unpermitted work (basement bathroom); (g) loose bricks on the chimney; (h) deteriorated areas of the exterior (weather barrier); (i) junk; (j) graffiti; and (k) squatters.

4. That on August 12, 2022, Michael Splonskowski, Assessor to the city of Fargo, inspected the building and on August 15, 2022, he determined that the estimated cost to repair the building would less than fifty percent (50%) of the building value as established by the Fargo Assessment Department.

5. That the following conditions exist with respect to the Subject Property:

a. The structure has been damaged or deteriorated for less than fifty percent (50%) of its original value;

b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

c. The building is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspections Department stemming from various inspections of the property on or before May 17, 2022, June 17, 2022, and August 12, 2022, in respect to the Subject Property is hereby accepted as true and correct.

7. That the owner was properly served by certified mail with the Notice of Dangerous Building, dated June 29, 2022.

8. That Notice of Dangerous Building was posted on the property on or about June 29, 2022, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and remain vacated, and the building must be demolished within 30 days from the date of the notice. The notice also ordered that the building be secured on June 29, 2022 and remain secured to prevent any unauthorized entrance.

9. That the property owner has failed to keep the building secured since June 29, 2022.

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the building located at 2315 2nd Avenue South, Fargo, North Dakota 58103, is hereby found to be "dangerous building."
2. That the owner or anyone claiming to have an ownership interest in said buildings have not sufficiently presented cause why the "dangerous building" should not be demolished.
3. That despite being ordered that the building on the Subject Property should be demolished or necessary and valid permits be obtained within 30 days of the notice, the owner or anyone else claiming to have an ownership interest in said building have failed to do so.

IT IS HEREBY ORDERED that Sara Sabo or anyone else claiming an ownership interest, shall demolish the "dangerous building" located at 2315 2nd Avenue South, Fargo, North Dakota by November 14, 2022.

It is further ordered that if the owner fails to demolish said "dangerous building," the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the "dangerous building" to be demolished, and the cost of said demolition to be assessed against the Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of October, 2022.

BOARD of CITY COMMISSIONERS of the CITY OF FARGO,
a North Dakota Municipal Corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: SARA SABO AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 2315 2ND AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on the Subject Property may be demolished by the city of Fargo at any time on or after November 14, 2022.

DATED this _____ day of October, 2022.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal Corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Nancy J. Morris

(5)

SERKLAND LAW FIRM
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ASSISTANT CITY ATTORNEYS
Ian R. McLean • Alissa R. Farol • William B. Wischer

October 13, 2022

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

RE: Resolutions relating to the qualifications of members of the board of health and the responsibilities of the board of health.

Dear Commissioners:

Enclosed for your approval are two resolutions relating to the qualifications for the members of the board of health and the responsibilities of the board of health. In drafting these resolutions, I have met with Commissioner Preston, Mayor Mahoney, the Chair and Vice-Chair of the Board of Health, and the Director of Public Health, among others.

Fargo Municipal Code section 13-0204 provides that the board of health shall consist of one member of the Board of City Commissioners and other members shall be appointed with such qualifications as shall be determined by the board of city commissioners. The enclosed resolution seeks to set forth those qualifications.

The Fargo Municipal Code presently provides that the board of health is an advisory board and sets forth responsibilities of the board of health. Additionally, the board of health's current bylaws also set forth various responsibilities of the board of health. It is the City Attorney Office's position that the responsibilities of the board of health are best set forth by the Board of City Commissioners, instead of by the board of health in its own bylaws.

As such, I am remitting to you for your approval, the two enclosed resolutions setting forth the qualifications for members of the board of health and the responsibilities of the board of health.

Suggested Motion: I move to receive, approve and file the resolutions determining the qualifications for members of the board of health and setting forth the responsibilities of the board of health.

Sincerely,

Ian R. McLean

Assistant City Attorney

Enc.

cc: Desi Fleming, Director of Public Health
Chelsey Matter, Chair of the Board of Health

Commissioner _____ moved for the adoption of the following:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

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

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

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

WHEREAS, Chapter 23-25 and previously applicable sections of the North Dakota Century Code provide that the City may establish and appoint a board of health.

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, pursuant to authority granted to it under Home Rule and North Dakota Century Code, has established a board of health.

WHEREAS, Section 13-0204 of the Fargo Municipal Code provides that the board of health shall have a minimum of five members, which shall be appointed for three (3) year terms. One member of the board of health shall be a current member of the board of city commissioners. Other members of the board of health shall be appointed with such qualifications as shall be determined by the board of city commissioners.

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, has determined to set out the specific qualifications for members of the board of health.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSION,

1. The board of health shall consist of seven members.
2. One of these members shall be a current member of the board of city commissioners, Fargo.
3. One of these members shall be a current member of the board of the West Fargo City Commissioners.
4. One of these members shall be a current member of the Cass County Commissioners.
5. Four at-large members comprised of at least one healthcare provider, at least one behavioral health professional, and those with extensive experience in public health, environmental health, health education, or the healthcare industry.

6. All these members shall be appointed and approved by the board of city commissioners, Fargo.

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

Commissioner _____ moved for the adoption of the following:

RESOLUTION

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

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

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

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

WHEREAS, Chapter 23-25 and previously applicable sections of the North Dakota Century Code provide that the City may establish and appoint a board of health.

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, pursuant to authority granted to it under Home Rule and North Dakota Century Code, has established a board of health.

WHEREAS, Section 13-0203 of the Fargo Municipal Code provides that the board of health is to act as an advisory board for the public health department and provide leadership to the public health department as the public health department carries out specific functions. Section 13-0203 and 13-0210 also provides the board of health shall make recommendations to the board of city commissioners for appointment of a local health officer.

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, desires to provide further guidance on the duties and responsibilities of the board of health in its role as an advisory board.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSION,

1. The board of health is an advisory board for the public health department. In addition to any duties and responsibilities specifically set out by ordinance, the board of health shall:
    a. Be a community advocate for public health.
    b. Make recommendations to the Board of City Commissioners and Cass County Commission regarding public health issues ensuring policy and legislation is based on the most rigorous and current scientific evidence based on expert recommendations or evidence-based or promising practices.

c. Provide feedback on the performance evaluations on the Health Officer and the Director of Public Health positions if requested by City Administration.
d. Provide feedback on the public health department's strategic plan and provide guidance on goals and objectives, and ensure alignment with the health department's mission.
e. Assist in providing feedback in identifying and prioritizing programs using data highlighting community needs.
f. Review the annual budget and fiscal reports and provide a recommendation to support or revise.
g. Review and make recommendations regarding the public health department's policies and procedures involving significant changes.

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

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

(6)

G-_____(____)
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization: Fargo Youth Hockey Association

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

Name of Location: Buffalo Wild Wings-42nd			
Street: 1501 42nd St. SW	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 10/18/22	Ending Date(s) Authorized: 6/30/23		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (**required**): Within the bar area excluding bathrooms and hallways			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

- ☐ Bingo
- ☐ **ELECTRONIC** Quick Shot Bingo
- ☐ Raffles
- ☐ **ELECTRONIC** 50/50 Raffle
- ☐ Pull Tab Jar
- ☐ Pull Tab Dispensing Device
- ☒ **ELECTRONIC** Pull Tab Device
- ☐ Club Special
- ☐ Tip Board
- ☐ Seal Board
- ☐ Punchboard
- ☐ Prize Board
- ☐ Prize Board Dispensing Device
- ☐ Sports Pools
- ☐ Twenty-One
- ☐ Poker
- ☐ Calcuttas
- ☐ Paddlewheels with Tickets
- ☐ Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 10/17/22
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

$25.00 9.30.22 ✓

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

7a

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

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

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

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date	
Centennial Elementary PTO	10/28/2022		
Organization or Group Contact Person	**Title or Position**	**Telephone Number**	
Sarah Matcha	Secretary	507-358-6402	
Business Address	**City**	**State**	**ZIP Code**
4201 25th St S	Fargo	ND	58104
Mailing Address *(if different)*	**City**	**State**	**ZIP Code**
Site Name *(where gaming will be conducted)*			
Centennial Elementary			
Site Address	**City**	**ZIP Code**	**County**
4201 25th St S	Fargo	58104	Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Bingo	Food	$100
Bingo	Gift cards	$300
Bingo	Event tickets	$200
Bingo	Toys	$200

Add Row | Delete Row

Total *(limit $40,000 per year)*	$800

Intended Uses of Gaming Proceeds
Fundraiser for teacher supplies, classroom aides, music, PE, field trips, art supplies

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

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

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

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Sarah Matcha	Secretary	507 358 6402	sarahmatcha2014@gmail.com
Signature of Organization or Group's Top Official	**Title**		**Date**
Sarah Matcha	Secretary		9/30/2022

25.00
V2663
10/7/22

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

76

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

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

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

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

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

Name of Organization or Group of People permit is issued to NDSU Dairy, Livestock, and Meats Judging Team	Dates of Activity	If raffle, provide drawing date March 4	
Organization or Group Contact Person Jake Sanders	Title or Position Fundraising Chair	Telephone Number (701)-220-1885	
Business Address C/o NDSU Student Govt Po Box 6050 Dept 2837	City Fargo	State ND	ZIP Code 58105-0000
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)* Sheppard Arena			
Site Address 1350 Albrecht Blvd	City Fargo	ZIP Code 58105	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Yearling heifer (Beef cow)	$2100
	Total *(limit $40,000 per year)*	$2100

Intended Uses of Gaming Proceeds
Club travel/ equipment fund

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

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

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

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

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Jake Sanders	Fundraising chair	701-220-1885	jake.t.sanders@ndus.edu

Signature of Organization or Group's Top Official	Title	Date
Devin Cunningham	Club Advisor	9/29/2022

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

$25.00 9-29 cc

(TC)

Applying for *(check one)*								
☒ Local Permit	☐ Restricted Event Permit*							
Games to be Conducted	☐ Raffle by a Political or Legislative District Party							
☐ Bingo	☒ Raffle	☐ Raffle Board	☐ Calendar Raffle	☐ Sports Pool	☐ Poker*	☐ Twenty-One*	☐ Paddlewheels*	

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

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

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date	
River Keepers		10/20/22	
Organization or Group Contact Person	Title or Position	Telephone Number	
River Keepers, Christine Holland	Executive Director	701.306.6181	
Business Address	City	State	ZIP Code
1120 28th Ave. N., Ste. B	Fargo	ND	58102
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)*			
Gate City Bank			
Site Address	City	ZIP Code	County
500 2nd Ave. N.	Fargo	58102	Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	13 items - baskets, succulents, River Keepers apparel	$350.00
	Total *(limit $40,000 per year)*	350.00

Intended Uses of Gaming Proceeds

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

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

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

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

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address	
Christine C Holland	Executive Director	701.306.6181	christine@riverkeepers.org	
Signature of Organization or Group's Top Official		Title		Date
Christine C Holland		Executive Director		9/29/2022

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

$25.00 CC 10-4-22

(7d)

Applying for *(check one)*
[X] Local Permit [ ] Restricted Event Permit*

Games to be Conducted
[ ] Bingo [X] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker* [ ] Twenty-One* [ ] Paddlewheels*

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

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date
St. John Paul II Catholic Schools		April 29, 2023

Organization or Group Contact Person	Title or Position	Telephone Number
Liz Bassett	Special Events Coord.	701-893-3242

Business Address	City	State	ZIP Code
5600 25th St. South	Fargo	ND	58104

Mailing Address *(if different)*	City	State	ZIP Code

Site Name *(where gaming will be conducted)*
Delta Hotel

Site Address	City	ZIP Code	County
1635 42nd St SW	Fargo	58103	Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Catholic Tuition	$7,000

Total *(limit $40,000 per year)*	7,000

Intended Uses of Gaming Proceeds
For supplemental funding, including scholarships, supplies, technology

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

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

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

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Liz Bassett	Special Events Coord.	701-893-3242	liz.bassett@p2schools.org

Signature of Organization or Group's Top Official	Title	Date
	Special Events Coordinator	10/3/2022

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

V 119
25.00
10/13/22

Applying for *(check one)*	☒ Local Permit ☐ Restricted Event Permit*
Games to be Conducted	☐ Raffle by a Political or Legislative District Party
☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*	

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

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

Name of Organization or Group of People permit is issued to Homeward Animal Shelter	Dates of Activity 10/28/2022	If raffle, provide drawing date 10/28/2022	
Organization or Group Contact Person Natalie Perhus	Title or Position Events Coordinator	Telephone Number 7013713193	
Business Address 1201 28th Avenue North	City Fargo	State ND	ZIP Code 58102
Mailing Address *(if different)*	City	State	ZIP Code
Site Name *(where gaming will be conducted)* El Zagal Shrine			
Site Address 1429 3rd Street North	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	$5,000
~~Ring Toss~~ Raffle	Wine or Liquor Bottle	$150
Gift Card Board	Gift Card	$150
	Total *(limit $40,000 per year)*	$5,300

Intended Uses of Gaming Proceeds
All proceeds will go to the care of the homeless cats and dogs of Homeward Animal Shelter.

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

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

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

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

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Natalie Perhus	Events Coordinator	701-371-3193	nperhus@homewardonline.org
Signature of Organization or Group's Top Official		Title Executive Director	Date 10/13/2022

THE CITY OF Fargo FAR MORE

8

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

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Extension – Fargo Moorhead Community Theater (FMCT)

DATE: October 16, 2022

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from Fargo Moorhead Community Theater (FMCT) d/b/a The Stage at Island Park until April 1, 2023

As you may be aware, FMCT's building located in Island Park has been closed, as it is no longer safe to occupy. The City Commission previously approved a temporary relocation of the liquor license to 6 Broadway. FMCT is now relocating to Moorhead until a future date when they would like to return to Fargo. FMCT holds a Club liquor license with the City of Fargo and would like to retain the license for future use. FMCT has agreed to continue paying the associated fees and attend the required meetings.

Please see the attached email from FMCT.

Please approve an extension of 25-1512 for Fargo Moorhead Community Theater d/b/a The Stage at Island Park until April 1, 2023.

Recommended Motion:
Move an extension of the requirements of 25-1512 to FMCT, The Stage at Island Park until April 1, 2023.

Steve Sprague

From: Lucas Rutten <lucas@fmct.org>
Sent: Monday, October 3, 2022 3:53 PM
To: Steve Sprague
Cc: Judy Lewis
Subject: FW: FMCT Letter

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

Hi Steve,

It's October!

I'm sending the email request that FMCT's liquor license with the City of Fargo continue its suspension for another six months beginning November 1, 2022, while we work toward having a permanent address in Fargo once more.

I am currently in my final week at FMCT, and I am including our Executive Director Judy Lewis (judy@fmct.org) on the message, as she will be in the one in communication with you moving forward.

Please include Judy's email address on your list to receive notice about server training as well. We have several people interested in taking the class.

Please let me know if you need anything else from us to continue our temporary license extension.

Thank you for working with us!
--
Lucas Rutten
General Manager
Fargo Moorhead Community Theatre
202 1st Ave. N, Moorhead, MN 56560

FMCT FARGO/MOORHEAD COMMUNITY THEATRE

From: Steve Sprague <SSprague@FargoND.gov>
Date: Tuesday, April 19, 2022 at 10:26 AM
To: Lucas Rutten <lucas@fmct.org>
Subject: RE: FMCT Letter

Lucas – after reviewing the Liquor Board agenda our attorney is recommending we follow the method of suspending a license that we have used in the past, we suspend for 6 months at a time, so this request will be to suspend until November 1, sometime in October you will need to send me an email request to suspend for another 6 months. The reason for this is so we stay abreast of any changes, the Commission doesn't want to go beyond 6 months. Hopefully that makes sense.
Let me know if you have any questions
Steve

Steven Sprague | City Auditor | City of Fargo | PO Box 2471 Fargo, ND 58108
225 4th Street North, Fargo ND 58102-4817
O: 701-241-1301 | F: 701-241-8184 | ssprague@fargond.gov

From: Lucas Rutten <lucas@fmct.org>
Sent: Friday, April 1, 2022 10:14 AM
To: Steve Sprague <SSprague@FargoND.gov>
Subject: FMCT Letter

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

Hi Steve,

Thank you again for your guidance regarding the status of our liquor license. I really appreciate you walking me through our options yesterday. The written notice from FMCT is attached to this message. Please let me know if you have any questions for me.

Thank you!
--
Lucas Rutten
General Manager
Fargo Moorhead Community Theatre
202 1st Ave. N, Moorhead, MN 56560

FMCT FARGO/MOORHEAD COMMUNITY THEATRE

THE CITY OF Fargo
FAR MORE

(9)

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

October 5, 2022

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

Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements - Project #FM-19-C

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easements in association with Project #FM-19-C. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **Jake & Jackilyn L. Kruse** in association with Project #FM-19-C and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris
Kasey McNary
Nathan Boerboom

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
FM-19-C	Cass	01-4060-00570-000
Landowner	Jake & Jackilyn L Kruse	
Mailing Address	137 South Woodcrest Drive N Fargo, ND 58102	

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

See enclosed easement exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 80,565.45 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	$	
Easement and Access Control	$	80,565.45
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer	$	80,565.45

*Description of Damages to Remainder are as follows:

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

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

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **JAKE KRUSE AND JACKILYN L. KRUSE,** whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration ($1.00), to him in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE **CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of levee and storm sewer construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 10, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 103.71 feet to the true point of beginning; thence North 56°30'15" East for a distance of 89.84 feet to a point of intersection with the easterly line of said Lot 10; thence North 33°24'07" West, along the easterly line of said Lot 10, for a distance of 7.19 feet; thence South 53°44'27" West for a distance of 53.97 feet; thence North 33°22'55" West for a distance of 12.57 feet; thence South 55°58'08" West for a distance of 35.90 feet to a point of intersection with the westerly line of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 16.82 feet to the true point of beginning.

Said tract contains 928 square feet, more or less.

Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

Grantor, his successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, his successors and assigns, further agrees they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on June 30, 2024.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set her hand and caused this instrument to be executed this 5 day of Oct, 2022.

GRANTORS:

Jake Kruse

Jackilyn L. Kruse

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

On this 5 day of Oct., 2022, before me, a notary public in and for said county and state, personally appeared Jake Kruse and Jackilyn L. Kruse, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

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

Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2022.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVE SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

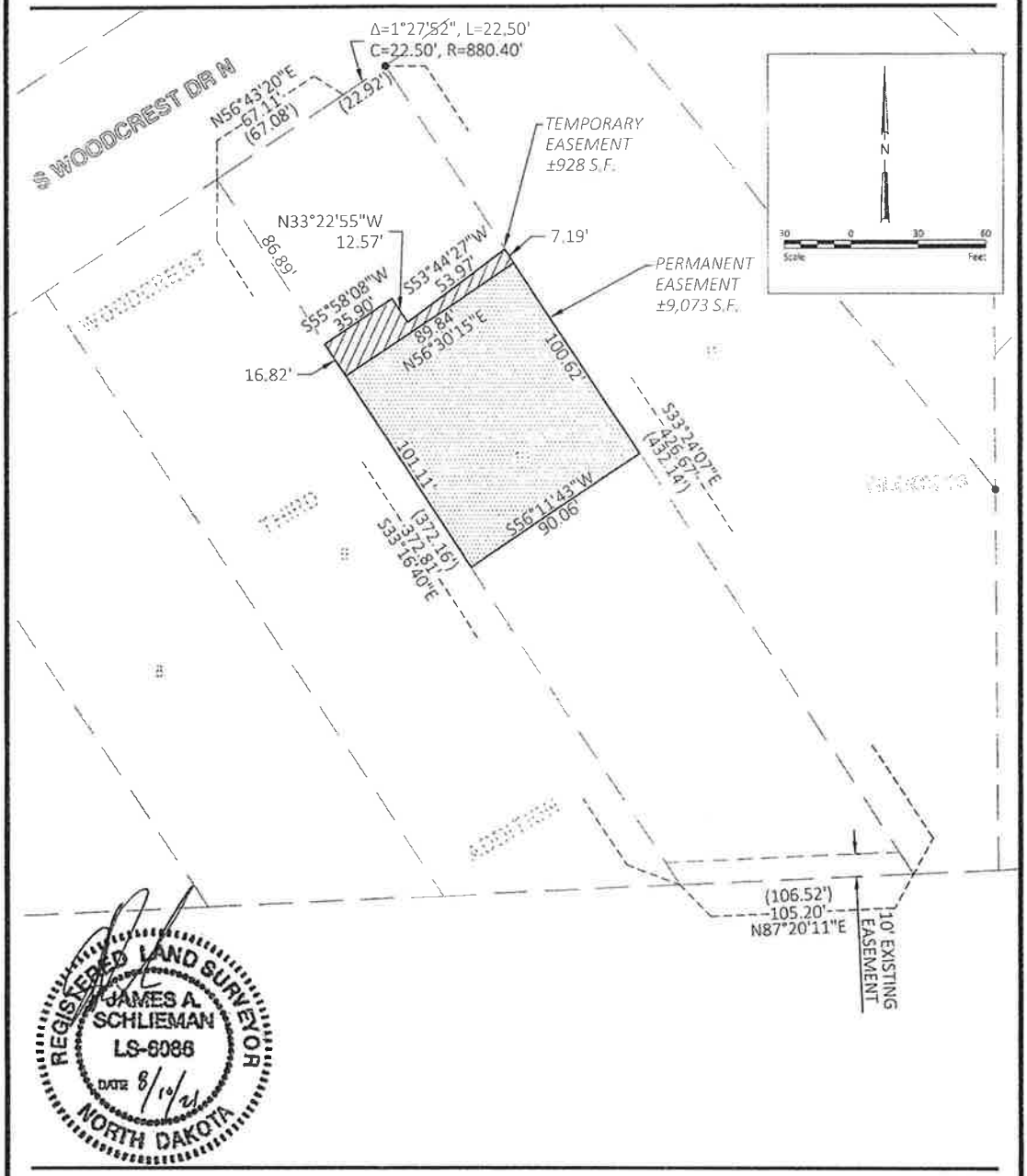
(SEAL)

The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

This document was prepared by:
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

"Exhibit A"

PART OF LOT 10, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 8/10/21
NORTH DAKOTA

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

H:\JBN\6000\6059\6059_0165\CAD\Easements\Lot 10 Rich Easement Exhibit.dwg-Sheet 1-8/10/2021 3:17 PM-(tkarel)

"Exhibit A"

PART OF LOT 10, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

Description - Permanent Easement:

That part of Lot 10, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 103.71 feet to the true point of beginning; thence North 56°30'15" East for a distance of 89.84 feet to a point of intersection with the easterly line of said Lot 10; thence South 33°24'07" East, along the easterly line of said Lot 10, for a distance of 100.62 feet; thence South 56°11'43" West for a distance of 90.06 feet to a point of intersection with the westerly line of said Lot 10; thence North 33°16'40" West, along the westerly line of said Lot 10, for a distance of 101.11 feet to the true point of beginning.

Said tract contains 9,073 square feet, more or less.

Description - Temporary Easement:

That part of Lot 10, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 103.71 feet to the true point of beginning; thence North 56°30'15" East for a distance of 89.84 feet to a point of intersection with the easterly line of said Lot 10; thence North 33°24'07" West, along the easterly line of said Lot 10, for a distance of 7.19 feet; thence South 53°44'27" West for a distance of 53.97 feet; thence North 33°22'55" West for a distance of 12.57 feet; thence South 55°58'08" West for a distance of 35.90 feet to a point of intersection with the westerly line of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 16.82 feet to the true point of beginning.

Said tract contains 928 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 8/10/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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PERMANENT EASEMENT
(Levee and Retaining Wall for Flood Control)

KNOW ALL MEN BY THESE PRESENTS that **JAKE KRUSE AND JACKILYN L. KRUSE,** hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, **HEREBY GRANT UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, under, upon and in the land hereafter described for the purpose of constructing and maintaining an earthen dike and retaining wall, together with any and all other appurtenant structures or devices, said tracts of land being more particularly described as follows:

That part of Lot 10, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 103.71 feet to the true point of beginning; thence North 56°30'15" East for a distance of 89.84 feet to a point of intersection with the easterly line of said Lot 10; thence South 33°24'07" East, along the easterly line of said Lot 10, for a distance of 100.62 feet; thence South 56°11'43" West for a distance of 90.06 feet to a point of intersection with the westerly line of said Lot 10; thence North 33°16'40" West, along the westerly line of said Lot 10, for a distance of 101.11 feet to the true point of beginning.

Said tract contains 9,073 square feet, more or less.

Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may, at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further understands and agrees that they will not disturb, injure, molest or in any manner interfere with said earthen dike or retaining wall as constructed and the customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises. Grantor, its successors and assigns, further expressly warrants and states that no buildings, trees, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract in any manner which may interfere with said earthen dike or retaining wall.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 5 day of Oct, 2022.

GRANTORS:

Jake Kruse

Jackilyn L. Kruse

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 5 day of Oct., 2022, before me, a notary public in and for said county and state, personally appeared Jake Kruse and Jackilyn L. Kruse to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

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

Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2022.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVE SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

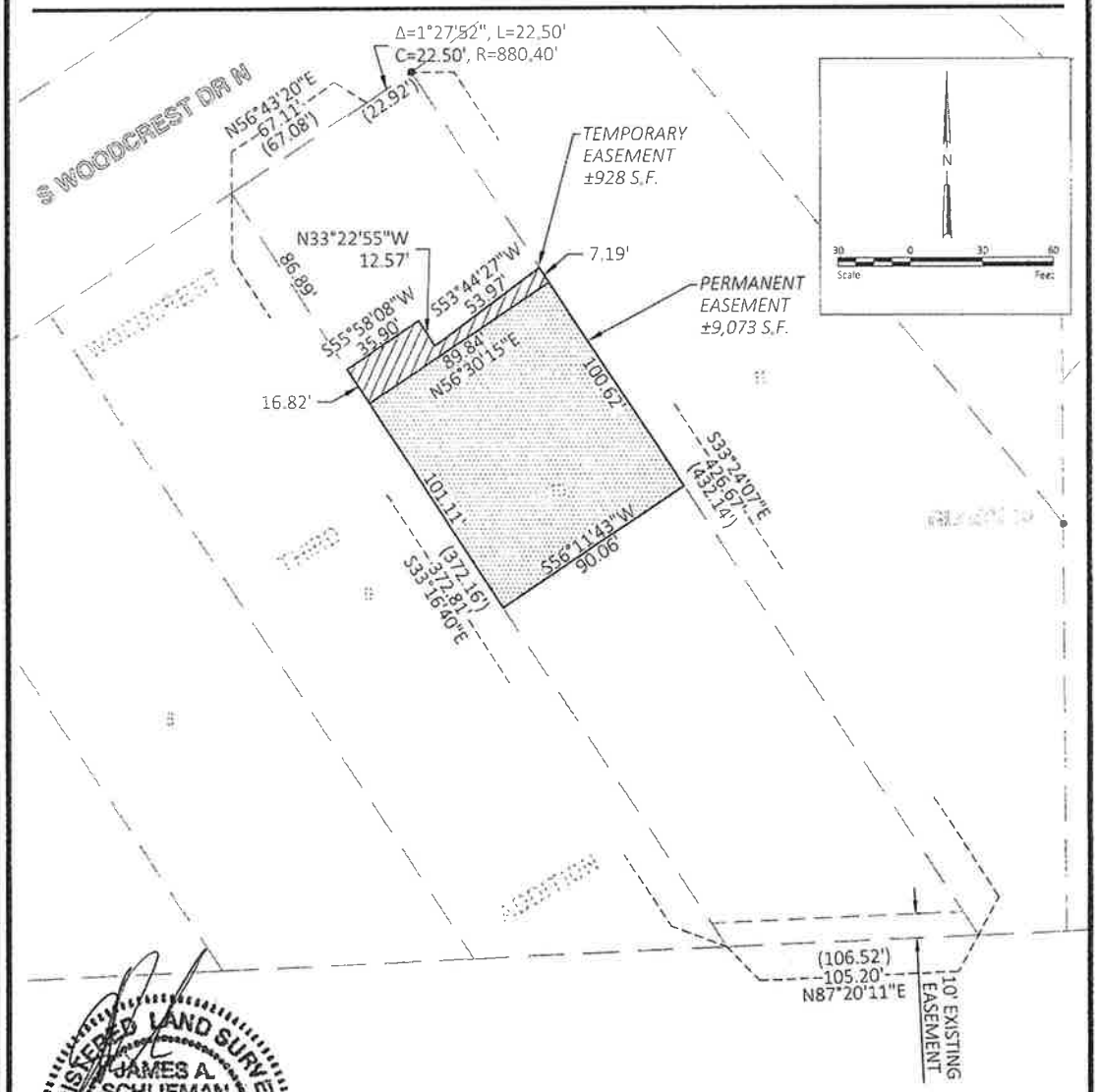
(SEAL)

The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

This document was prepared by:
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

"Exhibit A"

PART OF LOT 10, BLOCK 16
WOODCREST THIRD ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 8/10/21
NORTH DAKOTA

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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STATE OF NORTH DAKOTA

Description - Permanent Easement:

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Commencing at the northwest corner of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 103.71 feet to the true point of beginning; thence North 56°30'15" East for a distance of 89.84 feet to a point of intersection with the easterly line of said Lot 10; thence South 33°24'07" East, along the easterly line of said Lot 10, for a distance of 100.62 feet; thence South 56°11'43" West for a distance of 90.06 feet to a point of intersection with the westerly line of said Lot 10; thence North 33°16'40" West, along the westerly line of said Lot 10, for a distance of 101.11 feet to the true point of beginning.

Said tract contains 9,073 square feet, more or less.

Description - Temporary Easement:

That part of Lot 10, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 103.71 feet to the true point of beginning; thence North 56°30'15" East for a distance of 89.84 feet to a point of intersection with the easterly line of said Lot 10; thence North 33°24'07" West, along the easterly line of said Lot 10, for a distance of 7.19 feet; thence South 53°44'27" West for a distance of 53.97 feet; thence North 33°22'55" West for a distance of 12.57 feet; thence South 55°58'08" West for a distance of 35.90 feet to a point of intersection with the westerly line of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 16.82 feet to the true point of beginning.

Said tract contains 928 square feet, more or less.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-8086
DATE 8/10/21
NORTH DAKOTA

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **JAKE KRUSE AND JACKILYN L. KRUSE,** hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA,** a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tract being more particularly described as follows:

That part of Lot 10, Block 16, Woodcrest Third Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 10; thence South 33°16'40" East, along the westerly line of said Lot 10, for a distance of 103.71 feet to the true point of beginning; thence North 56°30'15" East for a distance of 89.84 feet to a point of intersection with the easterly line of said Lot 10; thence South 33°24'07" East, along the easterly line of said Lot 10, for a distance of 100.62 feet; thence South 56°11'43" West for a distance of 90.06 feet to a point of intersection with the westerly line of said Lot 10; thence North 33°16'40" West, along the westerly line of said Lot 10, for a distance of 101.11 feet to the true point of beginning.

Said tract contains 9,073 square feet, more or less.

Said parcel is pictorially represented in Exhibit "A" hereto and made a part hereof.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 5 day of Oct, 2022.

GRANTORS:

Jake Kruse

Jackilyn L. Kruse

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

On this 5 day of Oct., 2022, before me, a notary public in and for said county and state, personally appeared Jake Kruse and Jackilyn L. Kruse described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

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

(SEAL)

Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2022.

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVE SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
James A. Schlieman
Registered Land Surveyor
LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102
(701) 237-5065

This document was prepared by:
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

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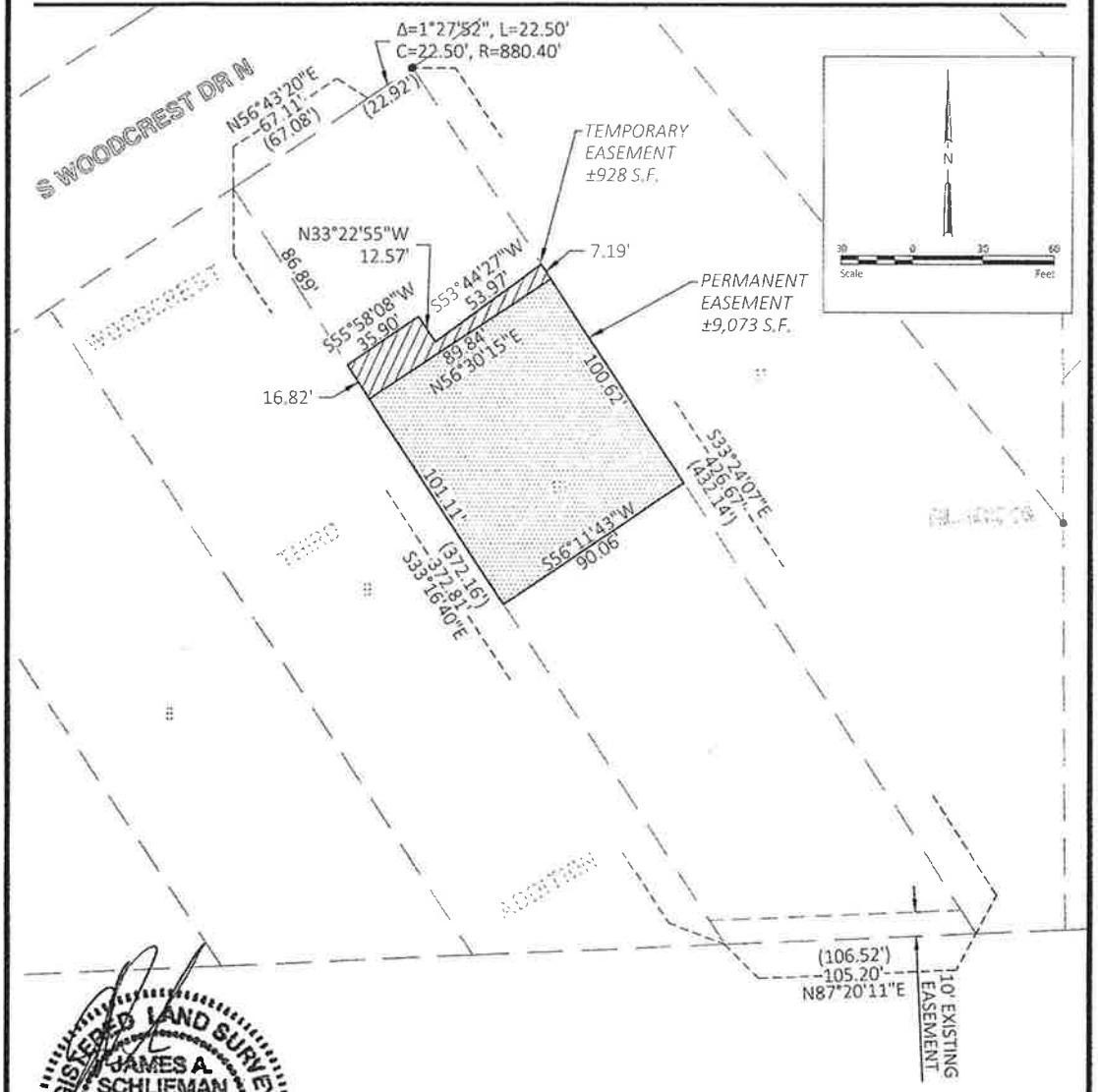
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 8/10/21
NORTH DAKOTA

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
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HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

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Said tract contains 9,073 square feet, more or less.

Description - Temporary Easement:

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Said tract contains 928 square feet, more or less.

HOUSTON ENGINEERING INC.

EASEMENT EXHIBIT

PROJECT NO. 6059-0165	WOODCREST AREA FLOOD RISK MGMT PROJECT CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

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THE CITY OF Fargo FAR MORE

(10)

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

October 12, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-22-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, October 12th 2022, for Sanitary Sewer Repair & Incidentals, Project No. UR-22-C1, located 3700 Block of University Drive South.

The bids were as follows:

Key Contracting Inc	$157,900.00
Engineers Estimate	$144,150.00

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Key Contracting Inc. in the amount of $157,900.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer

THE CITY OF Fargo FAR MORE

Engineer's Statement Of Cost
Project # UR-22-C1
Sanitary Sewer Repair & Incidentals

3700 Block of University Drive South

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:

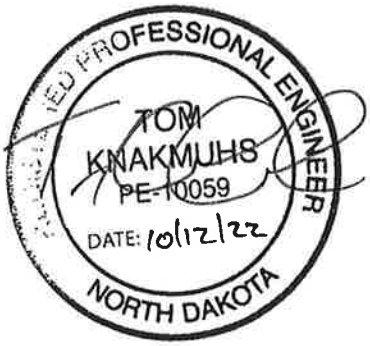
Sanitary Sewer Repair & Incidentals Project # UR-22-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer					
1	Mobilization	LS	1.00	10,000.00	10,000.00
2	Remove Manhole	EA	2.00	5,000.00	10,000.00
3	Remove Pipe All Sizes All Types	LF	38.00	200.00	7,600.00
4	F&I Manhole 5' Dia Reinf Conc	EA	1.00	75,000.00	75,000.00
5	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	30.00	250.00	7,500.00
6	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	8.00	250.00	2,000.00
7	Connect Pipe to Exist Pipe	EA	1.00	2,500.00	2,500.00
8	Remove Sidewalk All Thicknesses All Types	SY	95.00	50.00	4,750.00
9	F&I Shared Use Path 5" Thick Reinf Conc	SY	95.00	150.00	14,250.00
10	Boulevard Grading	SY	600.00	12.00	7,200.00
11	Seeding Type C	SY	600.00	3.00	1,800.00
12	Mulching Type 1 Hydro	SY	600.00	3.00	1,800.00
13	Traffic Control - Type 1	LS	1.00	2,000.00	2,000.00
14	Stormwater Management	LS	1.00	1,500.00	1,500.00
15	Inlet Protection - Existing Inlet	EA	2.00	500.00	1,000.00
16	Remove Tree	EA	2.00	3,500.00	7,000.00
17	F&I Decid Tree 2" Dia	EA	2.00	1,000.00	2,000.00
				Sanitary Sewer Total	**157,900.00**
				Total Construction in $	**157,900.00**

Engineering	10.00%	15,790.00
Admin	4.00%	6,316.00
Legal	3.00%	4,737.00
Interest	4.00%	6,316.00
Contingency	5.00%	7,895.00
Total Estimated Costs		**198,954.00**
Utility Funds - Wastewater - 521		198,954.00
Unfunded Costs		**0.00**

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

Date: 10/12/2022



Thomas Knakmuhs

Assistant City Engineer

(11)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-16-A1

Type: Change Order #12

Location: 45th Street & 64th Avenue North

Date of Hearing: 10/10/2022

Routing	Date
City Commission	10/17/2022
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Change Order #12, in the amount of $20,457.27, for additional work.

Staff is recommending approval of Change Order #12 in the amount of $20,457.27, bringing the total contract amount to $9,514,027.17.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #12 to Key Contracting.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #12 in the amount of $20,457.27, bringing the total contract amount to $9,514,027.17 to Key Contracting.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☑	☑	☐	

B. h E. D.

Brenda E. Derrig, P.E.
City Engineer

ATTEST:

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, CFM Civil Engineer II – Storm Sewer & Floodplain

Date: October 4, 2022

Re: Project No. FM-16-A1 - Change Order No. 12
North Side Flood Risk Management Levee

Background:

The project was advertised in August 2020, the project was awarded to Key Contracting in September 2020, and construction began shortly thereafter. The lift station went full operational in February 2022 ahead of the heavy spring runoff. This change order covers items to complete the project.

During the process to finish the project, items were added to the project to modify the control gates manual operators to accept Public Works power tools to more efficiently raise and lower the gates, to reimburse the Contractor for added mobilization due to schedule changes by XCEL, to remove black dirt next to two sides of the lift station and replace with gravel to minimize maintenance and improve access for maintenance equipment, to add gravel and blading of township roads ahead of maintenance turnover to township, clean up garbage left by the public along a township road being returned to the township, and add posts to support ground wires for future generator so the wires will not be damaged by snow maintenance.

The Consultant recommends approval of these changes and so does Engineering. Funding for this project will come from the Flood Sales Tax Fund 460, but this will be a no cost change order.

Recommended Motion:

Approve Change Order #12 in the amount of $20,457.10.

REK/klb

Attachment

C: Jody Bertrand, Division Engineer
Nathan Boerboom, Division Engineer

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-16-A1	**Change Order No**	12
Project Name	North Side Flood Risk Management Levee		
Date Entered	10/4/2022	**For**	Key Contracting Inc

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

EXPLANATION OF CHANGE: Misc end of project revision/restoration items

As the Contractor was finishing the project several items were added. Public works asked for revisions to the control gate wheel to allow adaptation to public works tools. Demolition of the existing lift station required an extra trip for the electricians due to coordination issues with XCEL. To provide for maintenance access and to minimize maintenance, topsoil on 2 sides of the lift station was replaced with fabric and gravel. Extra gravel and blading was required to meet township requirements for return of access roads to the township for maintenance. The generator install for the lift station will occur as part of a future project. Locator posts were added to suspend the ground wires to avoid winter damage.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Miscellaneous	105	Modify Lift Station	EA	0.00	0.00	0.00	1.00	1.00	3,267.10	3,267.10
	106	Mobilization	LS	0.00	0.00	0.00	1.00	1.00	400.00	400.00
	107	Site Grading	SY	0.00	0.00	0.00	422.23	422.23	21.60	9,120.17
	108	Site Grading	LS	0.00	0.00	0.00	1.00	1.00	6,545.00	6,545.00
	109	Clean Site	LS	0.00	0.00	0.00	1.00	1.00	550.00	550.00
	110	F&I Lift Station Electrical	LS	0.00	0.00	0.00	1.00	1.00	575.00	575.00
									Miscellaneous Sub Total ($)	20,457.27

Summary

Source Of Funding	Sales Tax Funds - Flood Control - 460	
Net Amount Change Order # 12 ($)		20,457.27
Previous Change Orders ($)		282,033.60
Original Contract Amount ($)		9,211,536.30
Total Contract Amount ($)		9,514,027.17

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

CONTRACT TIME

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/01/2022	09/15/2022	0.00	0.00	09/01/2022	09/15/2022

Description Key Contracting

APPROVED Steve Carr

For Contractor

Title VP

APPROVED DATE

Department Head Tree

Mayor

Attest

(12)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-22-B1 Type: Change Order #2

Location: Citywide Date of Hearing: 10/10/2022

Routing	Date
City Commission	10/17/2022
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #2 in the amount of $9,910.00 for additional work.

Staff is recommending approval of Change Order #2 in the amount of $9,910.00, bringing the total contract amount to $339,115.00.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #2 to Key Contracting.

RECOMMENDED MOTION
Concur with recommendations of PWPEC and approve Change Order #2 in the amount of $9,910.00, bringing the total contract amount to $339,115.00 to Key Contracting.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Storm Sewer Utility

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, CFM Civil Engineer II – Storm Sewer & Floodplain

Date: October 4, 2022

Re: Project No. UR-22-B1 - Change Order #2
Utility Rehab/Reconstruction of Various Sites

Background:

This project was bid on July 20, 2022 and was awarded to Key Contracting. The project is planned to repair storm sewer pipe or storm sewer structures at various sites. In August, Engineering was notified by Public Works that four new sites had sinkholes and needed repair. Change Order #1 covered two of the new sites that needed immediate attention. Public Works repaired one of the new sites.

New Site 11, which is 2622 23rd Avenue South, was looked at for repair options with the Contractor. This site has a considerably deep sinkhole next to the street and the sidewalk. The most cost effective solution is to repair the interior of the existing inlet and backfill the sinkhole. The price submitted by Key Contracting for this work is $9,910.00.

Engineering believes the price from Key Contracting for Site 11 is reasonable and recommends approval to allow the repair to take place. Funding for this project will come from the Storm Sewer Utility Fund.

Recommended Motion:

Approve Change Order #2 in the amount of $9,910.00.

REK/klb

Attachment

C: Jody Bertrand, Division Engineer

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT

UTILITY REHAB/RECONSTRUCTION

PROJECT NO. UR-22-B1

SITE 1: 2701 1 AVE N; SITE 2: 4020 12 AVE N; SITE 3: DAKOTA DR N-DRAIN 3 OUTLET REPAIR; SITE 4: 3402 43 AVE S; SITE 5: 4475 7 AVE N LS 12; SITE 6: 3201 & 3202 4 AVE S; SITE 7: 3 AVE N & 45 ST N LS 50; SITE 8: 9 AVE S & 45 ST S LS 51; SITE 9: 40 AVE S & 66 ST S LS 69

Change Order No	2	**Change Order Date**	10/3/2022
Contractor	Key Contracting Inc		

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

EXPLANATION OF CHANGE Change Order # 2

Repair inlet at 2622 23 Ave S

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Change Order 2	110	Mobilization	LS	-1	1	0	1	1	$2,500.00	$2,500.00
	111	Repair Inlet	EA	0		0	1	1	$4,400.00	$4,400.00
	112	Topsoil - Strip & Spread	LS	0	1	0	1	1	$400.00	$400.00
	113	Site Grading	LS	0		0	1	1	$2,010.00	$2,010.00
	114	Inlet Protection - Existing Inlet	EA	0	2	0	2	2	$200.00	$400.00
	115	Traffic Control - Type 1	LS	-1	1	0	1	1	$200.00	$200.00
								Change Order 2 Sub Total		**$9,910.00**

Summary

	Storm Sewer Utility
Source Of Funding	
Net Amount Change Order # 2 ($)	$9,910.00
Previous Change Orders ($)	$36,148.00
Original Contract Amount ($)	$293,057.00
Total Contract Amount ($)	$339,115.00

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

APPROVED Key Contracting
For Contractor Steve Carr
Title VP

APPROVED DATE
Department Head T-Lee
Mayor
Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE (13)

Project No. SR-22-B1 Type: Change Order #2 & Time Extension

Location: Citywide Date of Hearing: 10/10/2022

Routing	Date
City Commission	10/17/2022
PWPEC File	X
Project File	Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Change Order #2 in the amount of $47,375.00, for additional work along with the associated time extension as described below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – September 23, 2022 Final – October 14, 2022	- -	Substantial – October 24, 2022 Final – November 14, 2022

Staff is recommending approval of Change Order #2 and the associated time extension.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #2 and the associated time extension as described above to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of $47,375.00, bringing the total contract amount to $646,928.50 and the associated time extension to the Substantial and Final Completion Dates, bringing them to October 24, 2022 and November 14, 2022 to Master Construction.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Brandon Beaudry, Project Inspector

Date: September 23, 2022

Re: Project No. SR-22-B1 - Change Order #2 and Time Extension
Sidewalk & Shared Use Path Rehab/Reconstruction

Background:

Project No. SR-22-B1 is for Sidewalk & Shared Use Path Rehab/Reconstruction. This change order is for additional spot repair sidewalk added to the contract through public complaints. The repairs are located at various areas Citywide.

The attached change order in the amount of $47,375, which increases the total contract amount to $646,928.50, is for additional work as shown on Change Order #2. A description of the additional work can be seen on the attached change order.

Master Construction is requesting a 31-day time extension to complete the additional sidewalk reconstruction work added to the contract.

This Project is being funded by Sales Tax and Special Assessments.

Recommended Motion:

Approve Change Order #2 in the amount of $47,375 with a 31-day time extension to Master Construction.

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – September 23, 2022 **Final – October 14, 2022**	- -	**Substantial – October 24, 2022** **Final – November 14, 2022**

BGB/klb

Attachment

C: Tom Knakmuhs
Kristy Schmidt

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-22-B1
VARIOUS AREAS CITY WIDE

Change Order No 2 **Change Order Date** 9/23/2022
Contractor Master Construction Co Inc

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

EXPLANATION OF CHANGE Change Order # 2
Quantity added regarding additional spot repairs for North Fargo sidewalk project. Also time extension regarding concrete shortage and supply issues.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Assessed	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	94		94	200	294	$110.00	$22,000.00
	2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	40		40	36	76	$150.00	$5,400.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	3967		3967	145	4112	$75.00	$10,875.00
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	20		20	48	68	$100.00	$4,800.00
								Assessed Sub Total		**$43,075.00**
City Cost	21	Mulching Type 1 Hydro	SY	3200		3200	430	3630	$5.00	$2,150.00
	22	Seeding Type B	SY	3200		3200	430	3630	$5.00	$2,150.00
								City Cost Sub Total		**$4,300.00**

Summary

Source Of Funding	Assessment/Sales Tax Infrastructure
Net Amount Change Order # 2 ($)	$47,375.00
Previous Change Orders ($)	$37,227.50
Original Contract Amount ($)	$562,326.00
Total Contract Amount ($)	$646,928.50

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

CONTRACT DATES

Current Substantial Completion Date

9/23/2022

Additional Days Substantial Completion

31

New Substantial Completion Date

10/24/2022

Current Final Completion Date

10/14/2022

Additional Days Final Completion

31

New Final Completion Date

11/14/2022

Interim Completion Dates

APPROVED
For Contractor
Title

Jake Antony
Controller

APPROVED DATE
Department Head
Mayor
Attest

T-Lee

THE CITY OF Fargo FAR MORE

PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

October 10th, 2022

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

RE: 2023 Sewer Cleaner Truck Purchase (PBC101221-VTR23)

Commissioners:

A cost evaluation process was started in 2022 for the purchase of a new Sewer Cleaner Truck. Multiple vendors were contacted and proposals evaluated. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The Sourcewell Purchasing agency has contract number 101221-VTR (Combination Sewer Cleaners, Catch Basin Cleaners and Water Jetters) available that meets all of the City of Fargo purchasing guidelines.

The review committee, consisting of Ben Dow and Tanner Smedshammer, determined which proposals met the specifications required. Finance Committee has approved this purchase at the September 26th, 2022, meeting. A proposal synapses is attached for your clarification and consideration. It is our recommendation to purchase from Sanitation Products of Fargo using the Sourcewell Buying contract. A 2-year lease will be procured at the time the vehicle is delivered to the City of Fargo. Funding for this project is included in the 2023 Vehicle Replacement Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Vactor Ramjet Sewer Cleaner Truck through Sourcewell for the total amount of $335,834.00. A 2-year lease will be procured for the full cost at the time the vehicle is received by the City of Fargo.

Respectfully Submitted,

Tanner Smedshammer
Purchasing Manager

SANITATION PRODUCTS INC.

Sanitation Products
PO Box 166
Fargo, North Dakota 58107-0166

Sales Order

Sales Order# SO-00011

Bill To
Fargo, City of
402 23rd St N
Fargo, ND 58102

Ship To
402 23rd St N
Fargo, ND 58102

Order Date : Sep 16, 2022

Ref# : Sourcewell Contract: 101221-VTR / Member #48664

#	Item & Description	SN	VIN	Qty	Rate	Amount
1	Vactor Ramjet	TBD		1.00	325,339.00	325,339.00
2	Freightliner M2-106		TBD	1.00 Each	0.00	0.00
3	VANGUARD SYSTEM VANGUARD SYSTEM			1.00 Each	8,995.00	8,995.00
4	Install			1.00	1,500.00	1,500.00
					Sub Total	335,834.00
					Total	**$335,834.00**

Terms & Conditions

Authorized Signature _____ Date _____

FARGODOME

15

October 10, 2022

Fargo City Commission
225 4th Street North
Fargo, ND 58102

RE: FARGODOME Water Loop Service Valve Installation – RFP22171

Commissioners:

The Fargo Dome Authority requests your approval of their selection of Peterson Mechanical, Inc. as the contractor for the installation of service valves on the water loop systems surrounding FARGODOME.

Through an RFP process, three (3) proposals were submitted by vendors. The results are as summarized below:

Firm	Amount
Peterson Mechanical	$70,400.00
Midwest Ironworks	$83,800.00
Wrigley Mechanical	$143,050.00

Upon review of all submissions, it was determined that all contractors met the specifications required and price was within the range of expected parameters.

At their meetings on Wednesday, September 21, 2022, and Tuesday, September 27, 2022, the FDA Finance and Building Committees and the Fargo Dome Authority, voted to award the project to Peterson Mechanical. Funding for this project is budgeted within the FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the selection of Peterson Mechanical to install service valves on the water loop systems at FARGODOME for the amount of $70,400.00 as accepted by the Fargo Dome Authority, at their meeting on September 27, 2022.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

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CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH SEPTEMBER 2022
(UNAUDITED)

	2022 BUDGET	2022 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 35,592,112	$ 35,085,548	$ (506,564)
Licenses & Permits	4,671,017	5,226,797	555,780
Fines & Traffic Tickets	1,742,179	1,123,334	(618,845)
Intergovernmental Revenue	15,254,225	13,918,560	(1,335,665)
Charges for Services	10,514,449	10,403,656	(110,793)
Interest	1,694,988	2,166,195	471,207
Miscellaneous Revenue	2,733,493	888,254	(1,845,239)
Transfers In	10,389,542	6,898,318	(3,491,224)
Total Revenues	**$ 82,592,005**	**$ 75,710,662**	**$ (6,881,343)**
EXPENDITURES:			
City Administrator	$ 6,819,603	$ 6,770,592	$ 49,011
Finance	6,619,939	6,519,080	100,859
Planning & Development	4,067,460	3,280,400	787,060
Public Works	13,525,751	13,990,830	(465,079)
Fire Department	11,847,286	11,843,986	3,300
Police	18,826,959	17,187,434	1,639,525
Health	9,453,699	10,879,707	(1,426,008)
Library	3,823,099	3,700,348	122,751
Commission	591,635	567,265	24,370
Social Services	556,100	382,884	173,216
Capital Outlay	1,199,694	696,806	502,888
Vehicle Replacement/IT	-	(14,676)	14,676
Contingency	(1,390,262)	(12,187)	(1,378,075)
Transfers Out	3,156,694	2,759,596	397,098
Total Expenditures	**$ 79,097,657**	**$ 78,552,065**	**$ 545,592**
Excess of Revenue Over (Under) Expenditures	**$ 3,494,348**	**$ (2,841,403)**	**$ (6,335,751)**

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AGREEMENT

POSITION TITLE

THIS AGREEMENT made and entered into effective the 19th day of September 2022, by and between Tanner Smedshammer, (hereinafter referred to as Smedshammer and the CITY OF FARGO, a municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the City desires to fill the position of Purchasing Manager within the City of Fargo Finance Department as a contracted employee; and,

WHEREAS, the City desires to appoint Smedshammer to perform the duties and services of Purchasing Manager and for purposes of the City's budgeting process, to recognize a contract employment relationship for a period beginning September 19, 2022 and ending December 31, 2023, but which is still an "at-will" employment relationship, terminable by either party with or without cause,; and,

WHEREAS, Smedshammer has agreed to accept such appointment to perform the duties and services of Purchasing Manager on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint Smedshammer for the purpose of performing the duties and services of Purchasing Manager as described in Exhibit A attached hereto.

2. Term. The term of this agreement shall be for the period beginning September 19, 2022, extending through December 31, 2023, but may be terminated by

either party at any time, upon written notice to the other party. This relationship is an "At-will" relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate Smedshammer in the amount of 43.79 per hour for any and all duties and services performed as Purchasing Manager during the year 2022. If the City Commission awards a 2023 Cost of Living Adjustment (COLA), Smedshammer is eligible to receive a COLA adjustment. To the extent this agreement is still in effect, beginning in years 2022 and thereafter, Smedshammer compensation shall be adjusted annually, at the time of his step increase date, as well as adjusted in an amount equal to the Cost of Living Adjustment the City of Fargo approves for its employees.

4. In addition to the terms of compensation listed above, the City shall pay the employer's share of the following:

(a) Social Security (FICA)
(b) Workers Compensation
(c) Unemployment Insurance
(d) Federal Withholding (income tax)
(e) State Income Tax
(f) Medicare

5. Smedshammer will be full time and will be eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending and will be covered under the City's long-term disability and North Dakota Public Employee Retirement System (NDPERS). In addition, Smedshammer will accrue annual and sick leave.

6. During the term of this agreement, Smedshammer agrees to comply with all employee policies of the City of Fargo and the Finance Department, including all safety rules and procedures.

7. The parties hereto understand and agree that Smedshammer shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J Mahoney, Mayor

ATTEST:

_____
Steven Sprague, City Auditor

Finance Department

By: _____
Terri L. Gayhart, Finance Director

_____
Tanner Smedshammer

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 12, 2022

RE: NOTICE OF GRANT AWARD FUNDING WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR COVID-19 PREVENTATIVE SERVICES RECOVERY.
G21.1097 CFDA 93.391
FUNDS: $100,000
EXPIRES: 5/23/2023

This is a request to approve the grant award from the North Dakota Department of Health for funding to help Fargo Cass Public Health building back preventative and outreach services that were impacted from COVID-19.

No budget adjustments are needed.

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/lls
Attachment

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (09-2022)

Grant Number	CFDA Name		CFDA Number
G21.1097	Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises		93.391
FAIN Number NH75OT000095	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 10/1/2022	Grant End Date 5/31/2023
Federal Award Date 5/28/2021	Federal Awarding Agency United States Department of Health and Human Services		

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program COVID-19 Preventive Services Recovery	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4511 HLH 4903 51
Grantee Name Fargo Cass Public Health	Project Director Kelly Nagel
Address 1240 25th Street South	Address 600 East Boulevard Ave, Dept. 325
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Desi Fleming	Contact Name Kelly Nagel
Telephone Number 701-241-1360	Telephone Number 701-328-4596
Email Address dfleming@fargond.gov	Email Address kjnagel@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$100,000	$0	$100,000
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$100,000	$0	$100,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of 10%	☐ Negotiated/Approved rate of ____%

Scope of Service

Grantee will provide outreach and capacity building preventive service activities that were reduced during the COVID-19 response to a specific impacted disparate population. The activities will focus on Nurse Family Partnership Program outreach and training, and mobile outreach and partnership building for homeless support. Grantee will determine specific measures and outcomes to demonstrate performance and impact of the services or program and track for reporting.

Reporting Requirements

See Attachment A and Attachment B for Reporting Requirements.

Special Conditions

See Attachment A for Special Conditions.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Finance Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/12/22	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Kelly Nagel, Unit Director, Systems and Performance	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	

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.

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

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Public Health
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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 12, 2022

RE: AGREEMENT WITH WEST FARGO PUBLIC SCHOOLS DISTRICT FOR PROVIDING FOUR SCHOOL FACULTY TOBACCO PREVENTION COORDINATORS.
MAXIMUM OF $4,500 ($1,500 PER COORDINATOR)
EXPIRES: APRIL 30, 2023

The attached agreement is with West Fargo Public Schools District for providing funding for up to three school faculty tobacco prevention coordinators to assist Fargo Cass Public Health in their goal of tobacco use prevention. Fargo Cass Public Health received grant funds for the promotion of Tobacco Control Programs that will be used to fund this agreement.

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

Suggested Motion: Move to approve the agreement with West Fargo Public School District.

DF/lls
Attachment

AGREEMENT FOR SCHOOL FACULTY TOBACCO PREVENTION COORDINATOR

This Agreement, made by and between the West Fargo Public Schools District (hereinafter "WFPS") and the city of Fargo, a North Dakota municipal corporation, by and through Fargo Cass Public Health, a department of the city of Fargo (hereinafter collectively "FCPH").

Recitals

1. FCPH has received grant funds for the promotion of Tobacco Control Programs. Funded activities must be based on the CDC Best Practices for Comprehensive Tobacco Control Programs 2014 and be included in the North Dakota Comprehensive Tobacco Prevention and Control State Plan ("TPCP").

2. FCPH's TPCP uses CDC Best Practice activities to work on during the fiscal year for each appropriate goal area. The four goal areas of the State Plan (and therefore, FCPH's) include:
   1. Preventing the Initiation of Tobacco Use among Youth and Young Adults;
   2. Eliminating Exposure to Secondhand Smoke;
   3. Promote Quitting Tobacco Use; and
   4. Building Capacity and Infrastructure to Implement a Comprehensive Evidence-Based Tobacco Prevention and Control Program.

3. WFPS and FCPH wish to work together to employ the grant funds to their best use by working with qualified, trained faculty tobacco prevention coordinators to provide the programs most likely to serve the stated goals.

Agreement

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

1. TERM OF AGREEMENT: This agreement shall begin September 1, 2022 and end April 30, 2023. This agreement may be terminated with or without cause upon thirty (30) days written notice.

2. SCOPE OF SERVICE: WFPS agrees to provide up to four school faculty tobacco prevention coordinators (hereinafter WFPS Coordinator).

3. COMPENSATION: FCPH agrees to provide the funding for up to three professional school faculty tobacco prevention coordinators provided by WFPS. The total sum not to exceed the amount of **$4,500 ($1,500 per coordinator)** for the services referenced in the Scope of Services, during the term of this agreement. FCPH's funding of the positions does not create an employment relationship between the coordinators and FCPH.

   A. FCPH reserves the right to discontinue its association with any coordinator found to be in violation of any terms.

ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

18. POWER TO EXECUTE AGREEMENT. Each individual executing this Agreement, on behalf of one of the parties, represents that they are duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

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

20. EFFECTIVE DATE. The effective date of this Agreement is the date of final signature by the undersigned entities.

Fargo Cass Public Health

Timothy J. Mahoney, Mayor, City of Fargo

Dated: _____

Desi Fleming, Director of Public Health

Dated: 10/12/2022

West Fargo Public Schools District

Beth Slette, Superintendent

Dated: 10-7-2022

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 12, 2022

RE: NOTICE OF GRANT AWARD WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR REGIONAL PUBLIC HEALTH NETWORK IMPLEMENTATION STRATEGIES
NO. G21.1088
FUNDS: $20,000
EXPIRES: 9/30/2023

The attached notice of grant award with the North Dakota Department of Health is for providing administrative duties related to the implementation of the Regional Public Health Network strategies for our region.

Please feel free to call me if you have any questions. No budget adjustment is required for this contract.

Suggested Motion: Move to approve the grant award with the North Dakota Department of Health for Regional Public Health Network Implementation.

DF/lls
Attachment

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (09-2022)

Grant Number G21.1088	CFDA Name Preventive Health and Health Services Block Grant		CFDA Number
FAIN Number NB01OT009270	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 11/1/2022	Grant End Date 9/30/2023
Federal Award Date 8/31/2022	Federal Awarding Agency Centers for Disease Control and Prevention		

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 Regional Public Health Network	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4511 HL H5142 51
Grantee Name Fargo Cass Public Health	Project Director Kelly Nagel
Address 1240 25th Street South	Address 600 East Boulevard Avenue- Dept. 325
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Desi Fleming	Contact Name Kelly Nagel
Telephone Number 701-241-1360	Telephone Number 701-328-4596
Email Address dfleming@fargond.gov	Email Address kjnagel@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$20,000	$0	$20,000
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$20,000	$0	$20,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will perform administrative duties related to planning and implementation of the Regional Public Health Network strategies. Members of the network will develop a strategic plan consisting of measurable objectives to build capacity to achieve a common goal(s) identified to meet the needs of the communities the network serves. The plan must be received by December 31, 2022. Funding can be used for planning and implementation of the strategies.

Reporting Requirements

Grantee will submit at a minimum, quarterly expenditure and progress reports in the Department's Program Reporting System.
Expenditures for the period ending June 30, 2023, must be received by July 14, 2023.
Final expenditure and progress report for the period ending September 30, 2023 must be received by October 31, 2023.
Reimbursement will be processed upon the Department approval of expenditures, progress report and submitted strategic plan.
The strategic plan will be reviewed to ensure it is responsive to the community needs.

Special Conditions

None.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDDHHS as signed by Grantee for the period of July 1, 2021 to June 30, 2023 [Finance Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/12/2022	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Director of Public Health		Typed Name/Title of Authorized Representative Kelly Nagel, Unit Director, Systems and Performance	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

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(21)

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 22, 2022

RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS FOR GLADYS RAY SHELTER EMERGENCY SOLUTIONS GRANT
NO. 5111-ESG22 CFDA 14.231
FUNDS: 10,019
EXPIRES: 05/23/2023

The attached Notice of Grant Award from the North Dakota Department of Commerce is for the Gladys Ray Shelter for assisting the unhoused in our community.

No budget adjustment is required.

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

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

DF/lls
Attached

FINANCIAL AWARD
NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS
SFN 4623 (05/02)

PART I
BASIC INFORMATION & SIGNATORY SHEET

PROJECT TITLE
Emergency Solutions Grant

INSTRUMENT TYPE
☑ Grant ☐ Contract ☐ Cooperative Agreement

INSTRUMENT NUMBER
5111-ESG22

RECIPIENT NAME AND ADDRESS
Gladys Ray Shelter - City of Fargo
1519 1st Avenue South, Suite A
Fargo, ND 58103

GRANTOR
ND Department of Commerce
Division of Community Services
1600 East Century Ave, Suite 6, PO Box 2057
Bismarck, ND 58502-2057
Phone: (701) 328-5300

RECIPIENT FEDERAL IDENTIFICATION NUMBER
K2QJQZVH5PM6

BUDGET/PROJECT PERIOD
7/1/22 - 5/31/23

DATE
09/16/22

RECIPIENT TYPE
☐ State Government ☐ Indian Tribal Government
☐ Local Government ☐ Individual
☐ Education ☐ For Profit Organization
☐ Hospital ☑ Other Nonprofit Organizations
☐ Other (Specify)_____

FUNDING SOURCE
☐ Federal $_____
☑ State $ 10,019.00
☐ Other $_____

FEDERAL AUTHORIZING LEGISLATION
P.L. 101-625

TYPE OF AWARD
☑ New ☐ Renewal ☐ Amendment No. _____

FEDERAL GRANT NUMBER
E-22-DC-38-0001

CFDA NUMBER
14.231

ADMINISTERING AGENCY
Gladys Ray Shelter

PROJECT ADMINISTRATOR
Jan Eliassen

TELEPHONE
(701) 364-0116

PROCUREMENT METHOD (CONTRACTS)
☐ Formal Bid ☐ Noncompetitive Negotiation ☐ Small Purchase ☐ Competitive Negotiation

FUNDING AUTHORIZATION

1. DCS Funds Awarded This Action	$ 10,019.00	
2. DCS Carryover Funds Authorized	$	
3. DCS Previous Awards This Project Period	$	
4. DCS Previous Deauthorizations This Project Period	$	
5. Current DCS Funds Authorized		$ 10,019.00
6. Recipient Share of Budget	$ 10,019.00	
7. Total Approved Budget		$ 20,038.00

REMARKS
All funds must be expended by May 31, 2023.

This award agreement is entered into by the *RECIPIENT* and *GRANTOR* specified above. The *RECIPIENT* agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.

EVIDENCE OF RECIPIENT ACCEPTANCE				EVIDENCE OF GRANTOR ACCEPTANCE	
DATE	NAME	TITLE	Signature	NAME	
10/12/22	Jan Eliassen	Director of Harm Reduction		Maria Effertz Hanson	
10/12/22	Desi Fleming	Director of Public Health		TITLE Director	
	Timothy J. Mahoney	Mayor, City of Fargo		SIGNATURE X	DATE

PART II
General Assistance Terms & Conditions
Updated 6/17/19

A. AVAILABILITY OF FEDERAL FUNDS - If disclosed on Part I, funds to be disbursed under this Award have been appropriated pursuant to the enabling federal legislation cited in Part I of this Award. Should federal funds become limited by the awarding federal agency, this grant may be amended accordingly.

B. STATE APPROPRIATION AUTHORITY - Funds authorized under this Award are subject to State Appropriation Authority.

C. SCOPE OF WORK - All work and activities authorized by this Award will be performed in accordance with the terms and conditions and work program attached, described, or referenced in this agreement. In addition, if a work or grant proposal was submitted, all work will comply with that which was described and requested in the work proposal unless otherwise noted as changed.

D. LIMITATIONS ON EXPENDITURES - The total cost of performing the tasks under this Award must not exceed the total funds authorized in Part I, Basic Information and Signatory Sheet, and will be limited to and in accordance with those delineated in the budget plan attached to this Award.

E. AMENDMENTS AND MODIFICATIONS - When necessary, the Recipient may request changes in the scope of services to be provided in this Award to include changes in the attached budget. These requests must be made in writing and supported with appropriate documentation. Such changes must not be undertaken until incorporated by written amendments to this Award.

F. RECORD RETENTION AND ACCESS - The DCS and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Recipient and of persons or organizations the Recipient may contract with which involve transactions related to this Award. The Recipient shall retain all documents, papers, records and books that are pertinent to this Award for a period of five (5) years following the submission of the final Financial Status Report or until all audit findings have been resolved, whichever is later unless otherwise stated in this agreement.

G. SUBCONTRACTING - The Recipient shall not assign, transfer, or subcontract professional service responsibilities (excluding approved construction and rehabilitation services) covered under this Award without prior written approval of the DCS.

H. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION - The assistance provided under this Award shall not be used in the payment of any bonus or commission for the purpose of the preparation of and/or activities associated with obtaining approval of the work proposal.

I. TERMINATION - The Recipient and the DCS may terminate this Award agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. Unless otherwise noted in Part III of this award, the other party must receive such notice at least thirty (30) days before the effective date of termination. Cause for termination may include nonperformance of specified work activities and noncompliance with the terms and conditions of this Award. The DCS shall be liable only for work performed or services provided under this Award prior to the effective date of termination.

J. DEFAULT - If the Recipient fails to comply with the terms of this Award or fails to use the Award for only those purposes set forth herein, the DCS may, unless otherwise noted in Part III of this award:

1. After notice to the Recipient, suspend the award and withhold further payment or prohibit the Recipient from incurring additional obligations of grant funds, pending corrective action by the Recipient.

2. Terminate the Award in whole, or in part, at any time before the final award payment is made. The DCS shall promptly notify the Recipient in writing of the determination to terminate, the reason for such termination, and the effective date of the termination.

K. NONDISCRIMINATION - The Recipient agrees that it will be subject to and will comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended by the Executive Orders 11375 and 12086, the Age Discrimination Act of 1975, and Title VIII of the Civil Rights Act of 1968. Under these acts, no person shall on the grounds of race, color, religion, sex, national origin or age be excluded from participation in, be denied the benefits or be otherwise subject to discrimination under this program.

L. SECTION 504 - The Recipient agrees that it will be subject to and will comply with Section 504 of the Rehabilitation Act of 1973. Under this act no person shall solely by reason of disability be excluded from participation in, be denied the benefits of or be subjected to discrimination under this program.

M. CODE OF CONDUCT - Recipients shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the Award and administration of contracts supported by federal funds. No employee, officer or agent of the Recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;

2. Any member of his immediate family;

3. His or her partner; or

4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Recipient's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Recipient's officers, employees, or agents, or by contractors or their agents.

PART III - PROGRAMMATIC TERMS AND CONDITIONS
Emergency Solutions Grants (ESG)
Updated – 9/7/2022

Funds provided under this award are federal funds received from the Department of Housing and Urban Development (HUD) under Emergency Solutions Grant Number E-22-DC-38-0001 dated 6/28/22. Funds provided under this award are subject to the ESG Interim Rule 24 CFR Parts 91 and 576.

The Department of Commerce, Division of Community Services (DCS), as grant recipient for grant number E-22-DC-38-0001, subgrants the amount shown in Part I of this agreement to the subrecipient.

1. The grantee must obligate all grant funds within the award timeline of this Financial Award. At least one Request for Funds must be submitted to the DCS not less than once during each quarter of the program year. Failure to obligate or request reimbursement as specified may result in the termination of this award.

2. The grantee must submit a mid-term and final progress report to the DCS. The mid-term report is due January 31, 2023. Within 30 days following project completion, end of day May 31, 2023 at the latest, a final progress report and final Request for Funds must be submitted. Expenditure of funds must be reported by activity funded - Renovation; Rehabilitation or Conversion; Operational; and/or Essential Services. The Financial Status Report must reflect both federal and other funds, both cash and noncash.

3. Environmental Review Per 24 CFR 576.407(d): HUD-assisted projects are required to comply with the National Environmental Policy Act (NEPA) by conducting an environmental review to determine the potential environmental impacts of a project or, if applicable, by documenting it categorical exclusion or exemption from this requirement.

   DCS will provide an Environmental Review form to each grantee. The grantee must complete and return the form, along with the appropriate backup documentation, to DCS with the Request for Funds. This is the only action the grantee is required to take in order to be in compliance with the Environmental Review requirement.

4. The grantee must submit to DCS, within 60 days, verification of ownership of the property by the subgrantee or a lease agreement giving the subgrantee control of the property at <u>least</u> until the end of the project. (For rehab projects only).

5. Grantees providing emergency shelter in hotels or motels or other commercial facilities must certify that leases have been negotiated which provide that the living space will be rented at substantially less than the daily room rate otherwise charged by the facility, and that the grantee has considered using other facilities as emergency shelter and has determined that the use of the hotel or motel provides the most cost effective means of providing emergency shelter for the homeless in its jurisdiction.

6. The grantee is required to be readily accessible to and usable by persons with disabilities in accordance with Section 504 of the Rehabilitation Act and implementing regulations at 24 CFR Part 8; the Fair Housing Act and implementing regulations at 24 CFR Part 100; and Title II of the Americans with Disabilities Act and 28 CFR Part 35; where applicable.

7. Grantees, with the exception of Domestic Violence assistance providers, must input client data into the HMIS system as required by the Grantor and the Department of HUD. Domestic Violence assistance providers must use a comparable database.

   Grantees are required to upload their HMIS or comparable database year end report to SAGE by end of day June 30, 2023.

   Grantees are required to submit the return to homelessness measurements, housing retention measurements, and job and income growth measurements by end of day June 30, 2023.

8. Grantees, with the exception of Domestic Violence assistance providers, must use the centralized or coordinated assessment system.

9. The grantee must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the grantee, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. If unable to meet the requirement above, it must develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. This involvement may include employment or volunteer services.

10. The Grantee must comply with provisions contained in 24 CFR 576.23 and Executive Order 13559 regarding faith-based organizations as outlined in Attachment A of this award.

11. Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services. Unaccompanied youth aged 24 and under or families headed by youth aged 24 or under who are living in unsafe situations may be served by youth-serving providers.

12. The Grantee will maintain its Unique Entity Identifier (UEI) number and SAM registration throughout the term of this agreement.

13. Payment of ESG funds will be completed as a reimbursement. To ensure ESG funds are being utilized and subrecipients are meeting the required expenditure deadline, subrecipients must request reimbursement at least once each quarter, following the ESG Drawdown Schedule. Requests must be submitted for $1,000 or more in a format approved by DCS, and must include a detailed breakdown of expenses incurred and ESG funds requested. Copies of all expenses and documentation of payment must be submitted for verification purposes. Lack of documentation or explanation may result in a delay in payment.

ESG Drawdown Schedule		
Quarter	**Dates**	**Percentage Drawn**
1	July 1 – September 30	25%
2	October 1 – December 31	50%
3	January 1 – March 31	75%
4	April 1 – June 30	100%

14. Grantees will read the ESG Program Distribution, the Written Standards for ESG and CoC Programs, and the ESG Admin Manual before the first Request for Funds is submitted.

PART IV
SCOPE OF WORK AND PROJECT BUDGET
7/29/13

Name of Grantee Gladys Ray Shelter					Instrument Number 5111-ESG22					
Activity	CDBG	HOME	ESG	NDHG	HOPWA	Other Federal	State/ Local	Private	Other*	Total
Shelter Operations										
Operations			10,019.00							10,019.00
Essential Services			0.00							0.00
Match Funds									10,019.00	10,019.00
Administration										0.00
TOTAL	0.00	0.00	10,019.00	0.00	0.00	0.00	0.00	0.00	10,019.00	20,038.00

*Source of Other Funds See Application

PART V – ESG and NDHG
STATEMENT OF ASSURANCES
Updated 6/24/19

Emergency Solutions Grant (ESG) and North Dakota Homeless Grant (NDHG)
Certifications by the Chief Executive Officer

I, Jan Eliassen, Chief Executive Officer of Gladys Ray Shelter, Fargo Cass Public Health, certify that the grantee will ensure the matching supplemental funds required by the regulation at 24 CFR Parts 91 and 576. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the grantee will comply with 24 CFR Parts 91 and 576 Emergency Solutions Grants Program Interim Regulations (see attached).

I further certify that the grantee will not:

1. Conduct renovation, major rehabilitation, or conversion of any building; listed on the National Register of Historic Places; located in a historic district; immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;

2. Conduct any such activity taking place in a 100-year floodplain designated by map by the Federal Emergency Management Agency;

3. Conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the Department of the Interior's Fish and Wildlife Service, or by the Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such a species;

Additionally, I certify that use of emergency solutions grant amounts will comply with the following additional requirements:

1. ***Nondiscrimination and Equal Opportunity***

   a. The requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601-19 and implementing regulations; Executive Order 11063 and implementing regulations at 24 CFR Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C.2002d) and implementing regulations issued at 24 CFR Part 1;

   b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794);

c. The requirements of Executive Order 11246 regarding anti-discrimination in employment decisions on the basis of race, color, religion, sex or national origin, and the regulations issued under the Order at 41 CFR Chapter 60; and

d. The requirements of Section 3 of Housing and Urban Development Act of 1968, 12 U.S.C. 170lu (see Section 570.607(b) of this Chapter); and

e. The requirements of Executive Orders 11625 and 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the grantee must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part.

2. ***Applicability of OMB Circulars***. The policies, guidelines, and requirements of OMB Circular 2 CFR Part 200 Uniform Guidance as it relates to the acceptance and use of emergency solutions grant funds.

3. ***Uniform Federal Accessibility Standards***. For major rehabilitation or conversion, the Uniform Federal Accessibility Standard at 24 CFR Part 40, Appendix A.

4. ***Lead-based paint***. The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4821-4846) and implementing regulations at 24 CFR Part 35. In addition, the grantee (or in the case of States, the State recipient) must also meet the following requirements relating to inspection and abatement of defective lead-based paint surfaces:

   a. Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and

   b. Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

5. ***Conflicts of Interest***. In addition to conflict of interest requirements in OMB 2 CFR Part 200 Uniform Guidance, no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, State recipient, or nonprofit recipient (or of any designated public agency) that receives emergency solutions grants amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities; or (2) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

6. **Use of debarred, suspended, or ineligible contractors**. The provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

7. ***Flood Insurance***. No site proposed on which renovation, major rehabilitation, or conversion of a building is to be assisted under this part, other than by grant amounts allocated to the State, may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR Parts 59-79) or less than a year has passed since FEMA notification regarding such hazards, and the grantee will ensure that flood insurance on the structure is obtained in compliance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4401 et seq.).

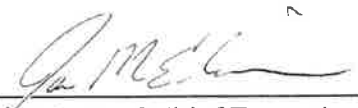
8. ***Audit***. The financial management system used by a State, unit of general local government or nonprofit organization that is a grantee or State recipient shall provide for audits in accordance with Subpart (F) of 2 CFR Part 200 Uniform Guidance.

9. ***Coastal Barriers***. In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.

10. ***Intergovernmental Review***. The requirements of Executive Order 12372 and the regulations issued under the order at 24 CFR Part 52, to the extent provided by FEDERAL REGISTER notice in accordance with 24 CFR 52.3.

11. ***Displacement***. A grantee or State or nonprofit recipient may not expend ESG grant funds for any activities that would result in the displacement of persons or businesses.

I further certify that the submission of an application for an Emergency Solutions Grant/North Dakota Homeless Grant is authorized under State and/or local law and that the grantee possesses legal authority to carry out Emergency Solutions Grant/North Dakota Homeless Grant activities in accordance with the conditions of this award.

Jan Eliassen	Director of Harm Reduction Services
(Name)	(Title)
	10/12/2022
(Signature of Chief Executive Officer)	(Date)

Attachment A

EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM
NORTH DAKOTA HOMELESS GRANT (NDHG)

Provisions for Inclusion in ESG/NDHG Agreements with Grant Recipients that are faith based organizations or that may contract with faith based organizations in accordance with 24 CFR 576.23.

1. The Recipient may not discriminate against an organization on the basis of the organization's religious character or affiliation.

2. Organizations that are directly funded under this award may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of its programs or services funded under this award. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this award, and participation must be voluntary for the beneficiaries or the programs or services provided under this award.

3. A religious organization that receives ESG/NDHG funds will retain its independence from governmental entities and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use ESG/NDHG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG/NDHG funded services, without removing religious art, icons, scriptures, or other religious symbols. The faith-based organization may retain its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

4. The Recipient will not discriminate against program beneficiaries or prospective program beneficiaries on the basis of religion or religious belief.

5. ESG/NDHG funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds may be used for the rehabilitation of structures that are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with applicable cost accounting circulars. Sanctuaries,

chapels, or other rooms that an ESG/NDHG funded religious organization uses as its principal place of worship are ineligible for ESG/NDHG funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

Homeless Certification for the North Dakota Homeless Grant (NDHG) And Emergency Solutions Grant (ESG)

I certify that all individuals served by the North Dakota Homeless Grant are eligible beneficiaries that meet at least one of the definitions of homeless, homeless individual or homeless person as defined in Section 103 of 42 USC 11302.

UNDER THE ACT – the term "homeless", "homeless individual", and "homeless person" means –

	Category 1	Literally Homeless	(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
	Category 2	Imminent Risk of Homelessness	(2) Individual or family who will imminently lose their primary nighttime residence, provided that: (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.
	Category 3	Homeless under other Federal statues	(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers.
	Category 4	Fleeing/ Attempting to Flee DV	(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing.

Signature

10/22/2022
Date

Jan Eliassen
Printed Name

Director of Harm Reduction Services
Title

1519 1st Ave South
Address

Gladys Ray Shelter/Fargo Cass Public Health
Agency Name

Fargo, ND, 58103
City, State, Zip Code

701.476.4117
Phone # (including area code)

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.241.1366
www.FargoCassPublicHealth.com

22

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 12, 2022

RE0: AGREEMENT FOR SERVICES WITH SOUTHEAST HUMAN SERVICE CENTER.
MAXIMUM OF $19,550
RFP19132

The attached agreement with Southeast Human Service Center is for working with FCPH to implement tobacco prevention, control and cessation activities.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the agreement for services with Southeast Human Service Center.

DF/lls
Attachment

CONTRACT AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of September 2022, by and between Fargo Cass Public Health (FCPH); and Southeast Human Service Center (Independent Contractor).

NOW, THEREFORE, it is hereby agreed by and between the parties here to as follows:

A. **Term of Agreement:** The parties entered into a written Agreement for the period of September 1, 2022, through June 12, 2023.

B. **Services to be provided by independent contractor:** Working in collaboration with FCPH, the Independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include making inroads on tobacco cessation treatment with staff that work with youth, providing education materials and interventions, continuing to expand tobacco treatment with the adult population, providing nicotine replacement therapy to tobacco users, coordinating tobacco cessation activities, and having staff go through tobacco treatment specialist training.

C. **Reimbursement:** The Independent Contractor shall be reimbursed up to $19,550. This includes $10,000 for nicotine replacement therapy, $2,000 for environmental education, $2,500 for contingency management, $3,750 for tobacco treatment specialist training, $1,000 for staff working with youth, and $300 for YMCA passes. Invoices must be submitted monthly by the first Monday for the previous month. The final invoice being due on June 12, 2023.

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days' written notice.

E. **Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any individually identifiable health information or other confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

F. **Progress Reports:** FCPH shall, throughout the effective dates of this Agreement, conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by the first Monday of each month, and quarterly with the final report due on June 12, 2023.

Special Considerations:

A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed an employee of FCPH for any other purpose.

B. The laws of the State of North Dakota shall govern this Agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

In Witness thereof, this Agreement has been executed between the Independent Contractor and Fargo Cass Public Health on the date-executed below.

Fargo Cass Public Health

By: Desi Fleming

Name: Desi Fleming

Title: Director of Public Health

Date: 10/12/2022

By:

Name: Timothy J. Mahoney

Title: Mayor, City of Fargo

Date:

Southeast Human Service Center

By:

Name: Alanna Zeller

Title: Assistant Regional Director

Date: 10-10-2022

THE CITY OF Fargo FAR MORE

Fargo Inspections
City of Fargo
225 Fourth Street North
701-241-1561
Fax: 701-476-6779

(23)

MEMORANDUM

TO: Board of City Commissioners

FROM: Inspections Director Shawn Ouradnik,

DATE: October 12, 2002

SUBJECT: Dangerous Building Notice and Order at 812 7 St N.

The property owner of 812 7 St N., Fargo has failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, a hearing date is scheduled for Monday, October 31, 2022.

RECOMMENDED MOTION: Request a Public Hearing for Monday, October 31, 2022 for the property located at 812 7 St N.

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

(24)

TO: Board of City Commissioners

FROM: Nicole Crutchfield, Planning Director NC

RE: Core Neighborhoods Plan – Housing Reinvestment Program, Cass Clay Community Land Trust

DATE: October 13, 2022

In April 2022 the City Commission approved ARP (American Rescue Plan) Metro Cities Funding for Core Neighborhoods Capital. The purpose was to begin implementation of the housing reinvestment program as referenced in the recently adopted Core Neighborhoods Plan. At Finance Committee on August 29th, staff brought forward a recommendation to subaward an allocation of $400,000 to Cass Clay Community Land Trust (CCCLT). These funds would be used for acquisition of seven homes and provide administration of $50,000 to address blighted residential investment properties located in the Core Neighborhoods study boundary.

The Planning Department is in the process of developing the contractual agreements subject to Federal and Local financial standards related to this new federal funding source, which has a unique set of rules. As such, the draft agreement is in this packet. Staff is asking for approval subject to the final review and approval of Finance Director and City Attorney. Please reference the attached materials included with this memo.

Recommendation: Approve the spending of $400,000 to the Cass Clay Community Land Trust, and authorize the Mayor to execute a subrecipient agreement subject to the technical review by Finance Director and City Attorney.

EQUAL HOUSING OPPORTUNITY

Subrecipient Agreement

Between the City of Fargo and Cass Clay Community Land Trust

THIS AGREEMENT is entered into this ___day of October ___, 2022, (the "Commencement Date") by and between the City of Fargo (the "City"), a North Dakota municipal corporation, and the Cass Clay Community Land Trust, a North Dakota non-profit organization (the "Subrecipient").

WHEREAS, the City is willing to make available up to **$400,000** from the revenue loss eligible use category under the American Rescue Plan funding;

WHEREAS, the City wishes to engage the Subrecipient to own, rehabilitate, remove dangerous building and sites, and integrate these properties as part of their management and operations, in keeping with the goals of the Core Neighborhoods Plan and housing programs to stabilize housing and encourage home ownership;

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 and Scope of Work

As a condition of receiving this sub-award, the Subrecipient will administer funds to acquire and manage seven properties that are blighted, vacant or dangerous.

1. Levels of Accomplishment – Goals & Performance Measures

Bring properties into safe and habitable conditions compliant with building and property maintenance codes.

2. Performance Monitoring

The City will monitor the performance of the Subrecipient against the requirements of 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.

3. Scope of Work

The subreipient will prepare a report of findings upon acquisition

II. PAYMENT

A. General Payment Terms

1. Maximum Amount

The total amount to be paid by the City under this Agreement shall not exceed $400,000.

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. Upon receipt of settlement agreements and invoices the City will process payments. Requests for payment will be for purchase of properties and to fund administrative support for managing funds and properties.

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. The Subrecipient must submit an invoice to the City of Fargo for reimbursement of expenses within 90 days of expense. 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 I. 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.

III. 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.

IV. ADMINISTRATIVE REQUIREMENTS

A. Final Report

The Subrecipient shall submit a final report within one year of administration of funds, to include the improvements and activities on individual properties.

B. Procurement/Purchasing Requirements

The City of Fargo's source of funds is from the federal allocation of Coronavirus State and Local Fiscal Recovery Funds (SLFRF). These funds are reported to US Treasury as Revenue Loss and Replacement Funds. Monitoring and Reporting Guidance is referenced as the Uniform Guidance, 2 C.F.R. Part 200, and apply to SLFRF awards other than such provisions as Treasury may determine are inapplicable to the award and subject to such exceptions as may be otherwise provided. The 2022 Compliance Supplement also provided that the requirements of 2 C.F.R. Part 200 are applicable unless stated otherwise. As such, recipients are required to follow Subparts A, B, C, and F of the Uniform Guidance for expenses categorized under Expenditure Category 6 "Revenue Replacement." However, given the purpose and very broad scope of eligible uses of the revenue replacement funds, only a subset of the requirements in Subparts D and E of the Uniform Guidance apply to recipients' use of such funds. The applicable requirements are listed below. In general, these requirements provide that recipients should not deviate from their established practices and policies regarding the incurrence of costs, and that they should expend and account for the funds in accordance with laws and procedures for expending and accounting for the recipient's own funds. 6 Recipients' use of revenue replacement funds remains subject to the other applicable requirements of the SLFRF program, including among other things the deadlines for obligations and expenditures and the application of federal antidiscrimination requirements.

Uniform Guidance Subpart D and E Requirements Applicable to Revenue Loss Funds Used for the Provision of Government Services

Subpart D Post Federal Award Requirements
- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.
- Record Retention and Access (2 C.F.R. 200.334 – 200.338)
- Remedies for Noncompliance (2 C.F.R. 200.339 – 200.343)

Subpart E – Cost Principles
- 200.400(a) - (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

The listing and reference above is not conclusive; the subrecipient is expected to reference the US Treasury's Uniform Guidance for the above for further reference and resource information.

V. ENTIRE AGREEMENT

The provisions as set forth in items I-V, 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___.

Cass Clay Community Land Trust, a North Dakota non-profit corporation

By:_____
Trenton Gerards
Its: Executive Director

Federal ID # 83-4077611

DUNS # 111505065

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:

_____

MEMORANDUM

TO: **FINANCE COMMITTEE**

FROM: **NICOLE CRUTCHFIELD, PLANNING DIRECTOR**

DATE: **AUGUST 24, 2022**

SUBJECT: **CORE NEIGHBORHOOD PLAN – HOUSING REINVESTMENT, CASS CLAY COMMUNITY LAND TRUST**

The Planning Department received a request from the Cass Clay Community Land Trust (CCLT) for assistance in purchasing seven dilapidated single family houses located within the Core Neighborhoods study boundary. Currently these seven homes are owned by one estate. A representative of this estate approached the CCLT to investigate their interest in the purchase of these homes.

Each of these houses have an opportunity to eventually be converted or enhanced to make them market ready. As part of the ARP Funds proposed in the 2022 budget, $750,000 funds were assigned to the reinvestment program. I am proposing that a portion of these funds, $400,000 be utilized for the purchase of these houses. Currently these homes are assessed at $680,000. As part of the Planning Department's experience with the CCLT, we have understanding that the CCLT is a property owner that will ensure good communication with both the surrounding property owners, neighborhoods and city representatives as their work on these properties evolves.

Recommended motion:

In support of the Core Neighborhood Plan, recommend the allocation of $400,000 to the CCLT for the acquisition and management of seven single family properties located in the Core Neighborhoods.

Cass Clay
COMMUNITY LAND TRUST

109 ½ BROADWAY, #203
FARGO, ND 58102

August 23, 2022

Director Crutchfield:

Cass Clay Community Land Trust recently entered into a partnership with a Fargo developer to acquire many of the J.P. Sabo properties throughout our metro area.

The developer has extended an offer to purchase nine of the properties within their larger acqusition. Of these nine parcels, seven (six rental properties, one vacant lot) are within Fargo's Core Neighborhoods. We intend to work with you to develop these properties and implement the City's comprehensive plans. We will rehabilitate where possible or demolish and construct new when needed with the end-goal of strategically developing affordable, owner-occupied homes for families who would otherwise be unable to own a home of their own.

We request the City's support of this undertaking with a financial contribution of $400,000. This contribution will be used to purchase the seven Fargo parcels and expand our organization's capacity to immediately address the community hazard and nuisance issues they present. The seven parcels are currently assessed at $680,000 and will be purchased for $350,000. This contribution will also allow for rental and property management to ensure current residents are not displaced and all properties are secured and maintained per City ordinance.

The average assessed value of these six houses is $82,400. While rental properties like these often continue to decline in value, our plans to rehabilitate and build new will only increase the tax values. This return on investment for the City not only demonstrates financial aptitude, but also

sophisticated understanding of how partnerships like this can strategically benefit our Core Neighborhoods.

With your total support of $400,000, together we will transform these blighted rental units into "forever affordable," owner-occupied homes. Residents within the Core Neighborhoods will gain peace of mind *knowing* their neighbor, not facing the consequences of absentee landlords.

Please contact me for additional information or with any questions the City may have. Please note, we have entered into a non-disclosure agreement with our partner and are unable to provide specific property information at this time.

Sincerely,

Trenton Gerads
Executive Director
Cass Clay Community Land Trust
TRENTON.GERADS@CASSCLAYCLT.ORG
701-540-8028

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

August 17, 2022

RE: Housing Reinvestment Program – Core Neighborhood Plan, property acquisitions

Dear Trenton;

Thank you for the opportunity to explore the discussion with you as Cass Clay Community Land Trust (CCCLT) consider property acquisitions as they come to your attention. In summary, our discussion included the fact that you've been approached by a developer who may be interested in selling seven properties within the Core Neighborhoods or in close proximity to the Core Neighborhoods.

As you are aware the City of Fargo City Commissioners allocated funds for the Core Neighborhood Plan allocations to the City of Fargo Planning Department to administer as part of the American Relief Plan (ARP) allocations. It is the Planning Department's opinion that purchasing properties as you've identified with the developer may be a logical method to proceed towards implementation of the Core Neighborhood Plan. An allocation of $350,000, ($50,000 per property) is being requested from the City. Below lies a process for proceeding toward the distribution of these funds to the CCCLT:

1) Planning Department will bring CCCLT's proposal to the Finance Committee and City Commission at the end of August and early September.
2) A developer's agreement or sub-recipient agreement would proceed to be developed between CCCLT.
3) As part of the sub-recipient agreement, monitoring, funding plans, and annual financial plans would be needed and CCCLT would be subject to monitoring and audit requirements that are subject to the ARP funds.
4) Costs for boarding and securing buildings, and keeping properties clean and in compliance with the International, Property Maintenance Code would be required as part of your operations. If additional funds are needed in these regards, please include that in your total funds requested.
5) Redeveloping these properties and repurposing these properties would be subject to all applicable ordinances and master plans as adopted by the City of Fargo and as typically required by any land owner or developer.

I look forward to hearing how this development project progresses.

Sincerely,

Nicole B. Crutchfield, ASLA, AICP
Planning Director

EQUAL HOUSING OPPORTUNITY

(25)

FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: Kember Anderson

From: Chief David B. Zibolski DZ

Date: October 12, 2022

RE: Item for consent agenda

Kember,

I would like to include the following for the consent agenda for the October 17, 2022 City Commission Meeting:

- Request for renewal of the cooperative agreement with the United State Department of Justice, Drug Enforcement Administration (DEA), which reimburses the Department for overtime for our DEA Taskforce Officer. A copy of the agreement is included for your review and signatures.

Please contact my office if you have questions or need any additional information.

Thank you.

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Fargo Police Department ORI# ND0090200 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the North Dakota area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of North Dakota, the parties hereto agree to the following:

1 The Fargo Resident Office Task Force will perform the activities and duties described below:

   a. disrupt the illicit drug traffic in the North Dakota area by immobilizing targeted violators and trafficking organizations;

   b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

   c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of North Dakota.

2 To accomplish the objectives of the Fargo Resident Office Task Force, the parent agency agrees to detail one (1) experienced officer(s) to the Fargo Resident Office Task Force for a period of not less than two years. During this period of assignment, the parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3 The parent agency officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4 The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC § 878.

5 To accomplish the objectives of the Fargo Resident Office Task Force, DEA will assign five (5) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officer(s). DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officer(s) assigned to the Task Force. This support

will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6 During the period of assignment to the Fargo Resident Office Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal

funds will be awarded to the parent agency by DEA until the completed certification is received.

12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

_____ _____

Justin C. King
Special Agent in Charge

Date

For the Fargo Police Department:

_____ _____

David B. Zibolski
Chief

Date

_____ _____

Dr. Timothy Mahoney
Mayor

Date

_____ _____

Steve Sprague
City Auditor

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Fargo Police Department, 105 25 St N, Fargo, ND 58102 45-6002069

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

David Zibolski, Chief of Police, Fargo, ND

4. Typed Name and Title of Authorized Representative

David S. Zibolski 10-06-22

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014

THE CITY OF Fargo FAR MORE | PUBLIC WORKS

(26)

FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

October 11, 2022

The Honorable Board of City Commissioners
City of Fargo
225 N 4th St.
Fargo, ND 58102

RE: RFP22156, Award Contract for Snow Groomer Equipment Services RFP with Midwest Snow Services LLC. For 2022/2023 Winter Season

Commissioners:

On September 29, 2022, a total of two (2) proposals were received for the Request for Proposals for Snow Groomer Equipment Services (RFP22156). The contracted service will provide snow groomer services to assist Public Works operations to efficiently pile snow at the snow retention locations. See attached bid tabulation.

The proposals were evaluated and Midwest Snow Services provided the lowest cost. Public Works staff recommends selection of Midwest Snow Services LLC for the 2022/2023 winter season contract.

RECOMMENDED MOTION:
RFP22156: I/we suggest motion to award contract for Snow Groomer Equipment Services with Midwest Snow Services LLC. for the 2022/2023 season under the terms and conditions of RFP22156.

Respectfully submitted,

Paul Fiechtner
Services Manager
Fargo Public Works

Bid Tabulation for Snow Groomer Equipment Services
City of Fargo RFP 22156
Bids Received Septemer 29th, 2022

Proposer	Quanitity	2011 BisonX Prinsoth 14' Blade	Quanitity	2012 BisonX Prinsoth 14' Blade	Quanitity	2004 Bombardier BR350 14' Blade
Midwest Snow Services LLC	1	$230.00	1	$230.00	1	$220.00
Glacier Snow Management	1	$245.00	1	$245.00	-	-

SERVICES AGREEMENT

SNOW GROOMER EQUIPMENT SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Midwest Snow Services LLC (Contractor) to provide snow groomer equipment services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2023. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide two (2) Snow Groomers for purposes of moving snow to assist and supplement the City's snow removal operations. The Snow Groomer service will pile snow that has been hauled to the City snow retention location. Contractor must ensure that all equipment is properly insured, registered and inspected. Contractor is responsible for the condition of the equipment, and if unsatisfactory to the sole discretion of City, the equipment will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers/operators are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the equipment, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $230.00 Snow Groomer 2011 Prinoth Bison X,
- $230.00 Snow Groomer 2012 Prinoth Bison X,

Commencing at the time of arrival of each piece of equipment at the location and start time designated by the City, until such time the equipment is released by the City, to the nearest ½ hour. Absolutely no payment will be made for time lost due to equipment breakdowns, maintenance or repairs, lunch or dinner periods, or any other reasons that take the equipment out of service. Equipment cost will include operator, fuel, maintenance, repairs, transportation to and from City of Fargo snow retention areas, and all other associated costs of operation.

Contractor shall receive no less than $5,000 per snow groomer contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the equipment and operator when properly noticed

shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of $1,000,000 per person, $500,000 per accident, and property damage in the amount of $300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth herein including Request for Proposal, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 10-10-2022

CONTRACTOR

Midwest Snow Services

By: _____

Its: CO Owner

Date: _____

CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation

_____

Dr. Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-21-H1 Type: Change Order #6

Location: 24th Ave S, east of 45th St Date of Hearing: 10/10/2022

Routing	Date
City Commission	10/17/2022
PWPEC File	X
Project File	Matthew Jennings

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, for Change Order #6 in the amount of $8,104.25 for landscaping wood mulch.

Staff is recommending approval of Change Order #6 in the amount of $8,104.25, bringing the total contract amount to $2,382,944.72.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #6 to Dakota Underground.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #6 in the amount of $8,104.25, bringing the total contract amount to $2,382,944.72 to Dakota Underground.

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

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Matthew Jennings, Project Manager

Date: October 5, 2022

Re: Improvement District No. BN-21-H1 – Change Order #6

Background:

Improvement District No. BN-21-H1 on 24th Avenue South, east of 45th Street.

Dakota Underground is the Prime Contractor on this project.

This Change Order is for the additional time traffic control that was in place for 1 additional week for the 45th Street concrete patching requested by the Engineer and 3 additional weeks used for traffic control during the installation of the traffic control system for the total amount of $7,040.00.

Additionally, this Change Order will add a bid item for landscaping wood mulch. Previously this has been provided at no cost to the Contractor by the City landfill. The City landfill is no longer completing their own mulching and Cougar Tree Service is selling the supply of wood mulch for this project for a total amount of $1,064.25.

The attached Change Order in the amount of **$8,104.25** (0.35% of the original contract), which increases the total contract amount to $2,382,944.72 for additional work as shown on Change Order #6.

Recommended Motion:

Approve Change Order #6 in the amount of $8,104.25 for Improvement District No. BN-21-H1.

MCJ/klb

Attachment

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-21-H1
ON 24TH AVENUE SOUTH AND ON 26TH AVENUE SOUTH, EAST OF 45TH STREET SOUTH.

Change Order No 6 **Change Order Date** 10/3/2022
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 6

This change order is for the additional time traffic control was in place for 1 additional week of 45th St concrete patching requested by the engineer and 3 additional weeks used for traffic control during the installation of the traffic control system for the amount of $7,040.00. Additionally this change order will add a bid item for landscaping wood mulch. Previously this has been provided at no cost to the contractor by the city landfill. The city landfill is no longer completing their own mulching and cougar tree service is selling the supply of wood mulch for our project for a total amount of $1,064.25.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Change Order 6	156	Traffic Control - Minor	LS	0		0	1	1	$7,040.00	$7,040.00
	157	F&I Rock Mulch	Ton	0		0	1	1	$1,064.25	$1,064.25
								Change Order 6 Sub Total		**$8,104.25**

Summary

Source Of Funding	General Infrastructure Funds (TIF-401) & Special Assessments
Net Amount Change Order # 6 ($)	$8,104.25
Previous Change Orders ($)	$86,614.48
Original Contract Amount ($)	$2,288,225.99
Total Contract Amount ($)	$2,382,944.72

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

APPROVED	Jared Heller, PE	APPROVED DATE	
For Contractor	Dakota Underground Company	Department Head	
Title	Project Manager	Mayor	
		Attest	

Jared Heller

From: jon Hager <jon@prolandscapersnd.com>
Sent: Thursday, September 22, 2022 7:27 AM
To: Jared Heller
Subject: H1 Change Order

Jared the Change Order for the wood mulch that we had to buy from Cougar Tree Service since City of Fargo's grinder went down $967.50.

GC Markup (10%) = $96.75

Total Change Order = $1064.25

Regards,
Jon Hager
Pro Landscapers LLC
2901 40th Ave N
Fargo, ND 58102
Office 701-277-7001
Fax 701-297-7748
Cell 701-261-7725

NOTICE - CONFIDENTIAL INFORMATION
The information in this communication is proprietary and strictly confidential. It is intended solely for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, any dissemination, distribution, copying or other use of the information contained in this communication is strictly prohibited. If you have received this communication in error, please first notify the sender immediately and then delete this communication from all data storage devices and destroy all hard copies.

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-22-K1

Type: Change Order #3

Location: Crossroads Dr, 42nd St – 41st St S & 23rd Ave S – Crossroads Dr

Date of Hearing: 10/10/2022

Routing	Date
City Commission	10/17/2022
PWPEC File	X
Project File	Matthew Jennings

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, for Change Order #3 in the amount of $990.00 for additional epoxy paint for covering the bullnose concrete entering the roundabout from the north.

Staff is recommending approval of Change Order #3 in the amount of $990.00, bringing the total contract amount to $2,182,407.68.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #3 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of $990.00, bringing the total contract amount to $2,182,407.68 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo
FAR MORE

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

Memorandum

To: Members of PWPEC

From: Matthew Jennings, Project Manager

Date: October 5, 2022

Re: Improvement District No. BN-22-K1 – Change Order #3

Background:

Improvement District No. BN-22-K1 is for the new construction of underground utilities, concrete pavement and incidentals on Crossroads Drive South and 41st Street South.

Dakota Underground is the Prime Contractor on this project.

This Change Order is to add epoxy paint for covering the bullnose concrete entering the roundabout from the north.

The attached Change Order in the amount of **$990.00** (0.05% of the original contract), which increases the total contract amount to $2,182,407.68 for additional work as shown on Change Order #3.

Recommended Motion:

Approve Change Order #3 in the amount of $990.00 for Improvement District No. BN-22-K1.

MCJ/klb

Attachment

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-22-K1
ON CROSSROADS DRIVE FROM 42 ST S TO 41 ST S AND ON 41 ST S FROM 23 AVE S TO CROSSROADS DRIVE.

Change Order No 3 **Change Order Date** 10/3/2022
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 3
This change order is to add epoxy paint for covering the bullnose concrete entering the roundabout from the north.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Change Order 3	45	Paint Epoxy Message	SF	0		0	45	45	$22.00	$990.00
								Change Order 3 Sub Total		**$990.00**

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 3 ($)	$990.00
Previous Change Orders ($)	$84,341.81
Original Contract Amount ($)	$2,097,075.87
Total Contract Amount ($)	$2,182,407.68

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

APPROVED	Jared Heller, PE	APPROVED DATE	
For Contractor	Dakota Underground Company	Department Head	T-Lee
Title	Project Manager	Mayor	
		Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

30

Improvement District No. BR-22-B1

Type: Change Order #2 & Time Extension

Location: 7th Ave N, from 1st St N – Elm St N & Oak St N from 5th Ave N to 8th Ave N

Date of Hearing: 10/10/2022

Routing	Date
City Commission	10/17/2022
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, regarding Change Order #2 in the amount of $34,308.25, for additional work, along with the associated time extension as described below:

Current Completion Dates	Revised This Memo
Phase 3 – September 29, 2022 Substantial – September 23, 2022 Final – October 23, 2022	Phase 3 – October 7, 2022 Substantial – October 17, 2022 Final – November 16, 2022

Staff is recommending approval of Change Order #2 and the associated time extension.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #2 and the time extension as described above to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of $34,308.25, bringing the total contract amount to $2,367,621.35 and the associated time extension to Phase 3 completion dates, as well as the Final and Substantial Completion Dates bringing them to October 7, 2022, October 17, 2022, and November 16, 2022, respectively, to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW, Water, Storm, Traffic/Street Light Utility, Sales Tax & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo
FAR MORE

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

Memorandum

To: Members of PWPEC

From: Will Bayuk, Project Engineer

Date: October 5, 2022

Re: Improvement District No. BR-22-B1 – Change Order #2 & Time Extension

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Background:

Improvement District No. BR-22-B1 is for the Rehab/Reconstruction 7th Avenue North from 1st Street North to Elm Street North, and Oak Street North from 5th Avenue North to 8th Avenue North.

Key Contracting Inc. is the Prime Contractor for this project.

Change Order #2

The following items were encountered throughout the construction of Phase 3 and Phase 4:

1. FM Asphalt placed extra asphalt wedges at the City's direction on August 4 and 9 outside of the project limits. FM's request is attached. Requesting $4,348.08 and 2 extra working days.
2. Strata did extra work at the City's direction at the Oak Street Lift Station and at 7th Avenue North and Broadway. Strata's Request is attached. Requesting $3,455.67 and 1 extra working day.
3. NorthStar Safety installed extra signs at the City's direction for Stop and No Parking. NSI's request is attached. Requesting $654.50.
4. Key performed 3 extra spot repairs with gravel backfill at 6th Avenue North. Authorization attached. Requesting $19,500.00 and 2 extra working days.
5. Key installed an 8" sanitary service to the apartment building on the south side of the project limits. Requesting $7,450.00 and 2 extra working days.
6. Key shut down the gate valve at 6th Ave and Oak and the entire Oak Grove Neighborhood was without water. The situation was resolved with intervention of the City Engineer's office. Requesting 2 extra working days.
7. On July 6, Key hooked several Xcel natural gas lines that were buried only 4-6" under 7th Avenue North. Xcel took time to clear the site and resolve the gas line issue in that location. Requesting 5 extra working days.
8. On September 19, Key was sawing the roadway for removal on phase 4 and cut a natural gas line. The gas line was only 2" below the existing road surface. Xcel took time to clear the site and resolve the gas line issue in that location. Requesting 2 extra working days.

Key Contracting is requesting a total of $35,408.25 and a total time extension of 16 working days.

Recommended Motion:

Approve Change Order #2 for $34,308.25, and grant a 6 working day time extension to the Phase 3 Interim Completion, and a 16 working day time extension to the Substantial Completion as shown below:

Current Completion Dates	Revised This Memo
Phase 3 – September 29, 2022 Substantial – September 23, 2022 Final – October 23, 2022	Phase 3 – October 7, 2022 Substantial – October 17, 2022 Final – November 16, 2022

WRB/klb

Attachments

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-22-B1

ON 7TH AVENUE NORTH FROM 1/2 BLOCK EAST OF 2ND STREET TO ELM STREET. ON OAK STREET NORTH FROM THE BNSF RAIL ROAD TRACKS TO 8TH AVENUE NORTH.

Change Order No 2 **Change Order Date** 10/4/2022

Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 2

The following items were encountered throughout the construction of Phase 3 and Phase 4. 1. FM Asphalt placed extra asphalt wedges at the City's direction on August 4 and 9 outside of the project limits. 2. Strata did extra work at the City's direction at the Oak Street Lift Station and at 7th Ave N and Broadway. 3. NorthStar Safety installed extra signs at the City's direction for Stop and No Parking. 4. Key performed 3 extra spot repairs with gravel backfill at 6th Ave N. Authorization attached. 5. Key installed an 8" sanitary service to the apartment building on the south side of the project limits. 6. Key shut down the gate valve at 6th Ave and Oak and the entire Oak Grove Neighborhood was without water. The situation was resolved with intervention of the City Engineer's office. 7. On July 6, Key hooked several Xcel natural gas lines that were buried only 4-6" under 7th Ave N. Xcel took time to clear the site and resolve the the gas line issue in that location. 8. On September 19, Key was sawing the roadway for removal on phase 4 and cut a natural gas line. The gas line was only 2" below the existing road surface. Xcel took time to clear the site and resolve the the gas line issue in that location. Time Extension of 6 working days to Phase 3 Interim Completion Date, and 16 working days to the Substantial and Final Completion Dates. Revised Completion Dates: Phase 3 - 10/7/22, Substantial - 10/17/22, Final - 11/16/22.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Sanitary Sewer	4	Spot Repair Pipe w/GB	EA	2		2	3	5	$6,500.00	$19,500.00
	8	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	44		44	60	104	$95.00	$5,700.00
	13	Connect Sewer Service	EA	33		33	1	34	$650.00	$650.00
								Sanitary Sewer Sub Total		**$25,850.00**
Change Order 2	16	F&I Pavement Mix Wear Course Asph	Ton	0		0	1	1	$4,348.08	$4,348.08
	17	Construction Signing	SF	0		0	1	1	$654.50	$654.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
	18	Modify Traffic Signal System	LS	0		0	1	1	$3,455.67	$3,455.67
								Change Order 2 Sub Total		**$8,458.25**

Summary

Source Of Funding	Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales Tax Funds, Special Assessments
Net Amount Change Order # 2 ($)	$34,308.25
Previous Change Orders ($)	$0.00
Original Contract Amount ($)	$2,333,313.10
Total Contract Amount ($)	$2,367,621.35

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

CONTRACT DATES

Current Substantial Completion Date	**Current Final Completion Date**
9/23/2022	10/23/2022
Additional Days Substantial Completion	**Additional Days Final Completion**
24	24
New Substantial Completion Date	**New Final Completion Date**
10/17/2022	11/16/2022

Interim Completion Dates

APPROVED
For Contractor
Title

Key Contracting, Inc.
thomas martin
President

APPROVED DATE
Department Head
Mayor
Attest

Key Contracting, Inc.
245 7th Avenue NE
West Fargo, North Dakota 58078
Phone: (701) 238-8192
Fax: (701) 356-0166
Internet: keycontracting.com

CHANGE ORDER REQUEST

Request:	3
Date:	9/20/2022
Project:	BR-22-B1 - Oak and Elm
Project Location:	Fargo, ND
Request for:	Various

Narrative: This Change Order Request has several parts:

1. FM Aaphalt placed extra asphalt wedges at the City's direction on August 4 and 9 outside of the project limits. FM's request is attached. Extra dollars requested. 2 extra working days requested.
2. Strata did extra work at the City's direction at the Oak Street Lift Station and at 7th Ave N and Broadway. Strata's Request is attached. Extra dollars requested. 1 extra working day requested.
3. NorthStar Safety installed extra signs at the City's direction for Stop and No Parking. NSI's request is attached. Extra dollars requested. No extra working days required.
4. Key performed 3 extra spot repairs with gravel backfill at 6th Ave N. Authorization attached. Extra dollars requested. 2 extra working days requested.
5. Key installed an 8" sanitary service to the apartment building on the south side of the project limits. Extra dollars requested. 2 extra working days requested.
6. Key shut down the gate valve at 6th Ave and Oak and the entire Oak Grove Neighborhood was without water. The situation was resolved with intervention of the City Engineer's office. No extra dollars requested. 2 extra working days requested.
7. On July 6, Key hooked several Xcel natural gas lines that were buried only 4-6" under 7th Ave N. Xcel took time to clear the site and resolve the the gas line issue in that location. No extra dollars requested. 5 extra working days requested.
8. On September 19, Key was sawing the roadway for removal on phase 4 and cut a natural gas line. The gas line was only 2" below the existing road surface. Xcel took time to clear the site and resolve the the gas line issue in that location. No extra dollars requested. 2 extra working days requested.

Item	Description	Measure	Unit Price	Amount
1	FM Asphalt Extra Plus 10%	LS	$ 4,348.08	$ 4,348.08
2	Strata Extra Plus 10%	LS	$ 3,455.67	$ 3,455.67
3	NSI Extra Plue 10%	LS	$ 654.50	$ 654.50
4	3 Spot Repairs (Line Item 4 Price)	EA	$ 6,500.00	$ 19,500.00
5	60' 8" SDR 35 (Line Item 8 Price)	LF	$ 85.00	$ 5,100.00
5	Saddle Y	EA	$ 650.00	$ 650.00
5	Connect to Existing (Line Item 12)	EA	$ 1,500.00	$ 1,500.00
5	Cap	EA	$ 200.00	$ 200.00
			Total $	$ 35,408.25

Key Contracting, Inc.

Total Days 16

September 12, 2022

FM ASPHALT LLC

Tom Martin
Key Contracting, Inc.
245 7th Avenue East
West Fargo, ND 58078

Re: Fargo District BR-22-B1
7th Avenue North
Fargo, ND

Dear Tom:

At the request of Tom Paschke, FM Asphalt LLC placed asphalt wedges at several intersections on 2 separate occasions to facilitate the opening of 7th Avenue North to traffic again. This work was done on August 4, 2022 and August 9, 2022. This work was above and beyond the scope of our contract which was for full depth asphalt pavement. I am requesting a change order in the following amount:

August 4, 2022		
Unit #4-29 Tractor	2 Hrs @ $125.00/Hr =	$ 250.00
Unit #3-44 Tri Axle Truck	2 Hrs @ $100.00/Hr =	$ 200.00
Labor – 6 Men @ 3 Hrs Each	18 Hrs @ $ 85.00/Hr =	$1,530.00
Asphalt Material	7.28 Tns @ $ 60.00/Tn =	$ 436.80
		$2,416.80
August 9, 2022		
Unit #4-29 Tractor	1 Hrs @ $125.00/Hr =	$ 125.00
Unit #3-44 Tri Axle Truck	1 Hrs @ $100.00/Hr =	$ 100.00
Labor – 6 Men @ 2 Hrs Each	12 Hrs @ $ 85.00/Hr =	$ 1,020.00
Asphalt Material	4.85 Hrs @ $ 60.00/Hr =	$ 291.00
		$1,536.00
Grand Total		$3,952.80

Please process a change order for this additional asphalt patching at your earliest convenience.

Sincerely,

Mark Pieterick

PO Box 857
Moorhead, MN 56561

STRATA CORPORATION
SINCE 1910

Proposal Submitted To:	Submitted by:	Phone:	Date:
City of Fargo	Tyler Loomer	701-885-5254	8/31/2022

Strata 102 12th Ave NW
West Fargo, ND, 58078

Job Name: BR-22-B1
Job Location: 7th Ave North

JOB DESCRIPTION:

Installation of a FDP panel (City provided) and terminating 4 singlemode LC connectors at Oak Street Lift Station. Installation of a large splice case and removal of old case, associated splicing and cable prep on 7th ave N and Broadway. 7th Ave and Broadway $2,441.74 – Oak Street Lift Station - $699.78

We propose, to furnish labor and materials in complete accordance with the above specifications

Proposed Cost: $ 3141.52

Acceptance of Proposal: The above prices and specifications are satisfactory and are hereby accepted.

Date 09/01/2022

Signature

Jacob Rick

Thomas Martin

From: Tom Paschke <tomp@keycontracting.com> on behalf of Tom Paschke
Sent: Monday, August 29, 2022 3:58 PM
To: Thomas P. Martin
Subject: Fwd: BR-22-B1 7th Ave N

---------- Forwarded message ---------
From: **Stephan Lindemann** <SLindemann@northstarsafety.com>
Date: Mon, Aug 29, 2022, 11:32 AM
Subject: BR-22-B1 7th Ave N
To: Tom Paschke <tomp@keycontracting.com>
Cc: Justin Buchholz <JBuchholz@northstarsafety.com>

Tom,

NSI is requesting an additional payment of $595.00 for the stop and no parking signs requested and delivered on 8/24/22. Please submit for payment.

Thank you,

Stephan C. Lindemann

Vice President | NorthStar Safety, Inc.

794 West Main Avenue | West Fargo, ND 58078

O: 701-282-2110 | F: 701-281-1400 | C: 701-219-1731

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245 7th Avenue NE
West Fargo, North Dakota 58078
Phone: (701) 238-8192
Fax: (701) 356-0166
Internet: keycontracting.com

PROJECT Elm & Oak
CONTRACTOR Key Contracting
ARCHITECT

PROJECT NO. BR-22-B1
CONTRACT NO.
DATE 8-18-2022

CHANGE PROPOSAL NO.

1) Work to be Preferred: Digging up 10" water main tie in and spot repair North of the manhole in 6th Ave.
spot repair - dug hole 8x16x6, repair already done - 1.5hr to dig and backfill
east hole 10" water main - 13x12x6 - 1hr to dig and backfill
west hole 10" water main - 8x5x5 - 1hr to dig and backfill

2) Breakdown of Materials: excavator 3.5 hrs
gravel - class 3 - 8x16x6 - 35 yds
13x12x6 - 42 yds
8x5x5 - 9 yds

Eq Hourly Rate

Contractor
Date 8-18-22

Engineer
Date 9-7-22

(31)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-22-F1 Type: Time Extension (Change Order #2)

Location: Citywide Date of Hearing: 10/10/2022

Routing	Date
City Commission	10/17/2022
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding a time extension (Change Order #2) requested by Border States Paving. This time extension to the Substantial and Final Completion Dates and is needed due to a delay in delivery of materials.

Staff is recommending approval of the time extension (Change Order #2) as shown below:

Original Completion Dates:	Revised This Memo:
Substantial Completion: September 24, 2022 Final Completion: October 24, 2022	Substantial Completion: October 24, 2022 Final Completion: November 24, 2022

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of the time extension (Change Order #2) as described above to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #2) to the Substantial and Final Completion Dates to October 24, 2022 and November 24, 2022 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: City Funds & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jason Hoogland, Project Manager

Date: October 4, 2022

Re: Improvement District No. PR-22-F1 – Time Extension (CO #2)

Background:

Improvement District No. PR-22-F1 is an asphalt mill & overlay of streets in seven different areas of the City.

Border States is the Prime Contractor on this project.

Border States is requesting a time extension to the Substantial and Final Completion Dates, due to them not being able to get some of their materials is a timely manner. They are asking for a 30-day extension.

Recommended Motion:

Approve Change Order #2 for a time extension to the Substantial and Final Completion Dates as shown below:

Original Completion Dates	Revised Completion Dates
Substantial – September 24, 2022 Final – October 24, 2022	Substantial – October 24, 2022 Final – November 24, 2022

JMH/klb

Attachments

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-22-F1

SECTION 1 - RIVERWOOD ADDITION, SECTION 2 - NORTH OF THE DOWNTOWN, SECTION 3 - 28TH ST S & 9TH AVE S, SECTION 4 - LEMKE ADDITION, SECTION 5 - ROSE CREEK, SECTION 6 - GREENFIELD'S ADDITION, SECTION 7 - RIVER VILI ADDITION

Change Order No 2 **Change Order Date** 10/5/2022

Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 2

Time Extension of 30 days for delays in material delivery. Concrete is the primary item that has experienced delivery days.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
									Sub Total	**$0.00**

Summary

Source Of Funding	special assessment/city funds
Net Amount Change Order # 2 ($)	$0.00
Previous Change Orders ($)	$4,400.00
Original Contract Amount ($)	$4,184,885.60
Total Contract Amount ($)	$4,189,285.60

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

CONTRACT DATES

Current Substantial Completion Date
9/24/2022

Current Final Completion Date
10/24/2022

Additional Days Substantial Completion
30

Additional Days Final Completion
30

New Substantial Completion Date
10/24/2022

New Final Completion Date
11/23/2022

Interim Completion Dates

New Interim Completion Date #1
8/23/2022

Current Interim Completion Date #1

APPROVED
For Contractor
Title

Joel Paur
Border States Paving Inc
Area Manager

APPROVED DATE
Department Head
Mayor
Attest

- **Place orders**
- **Chat with your dispatchers**
- **Track trucks**

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Holcim / Aggregate Industries - Midwest Region
800 Holiday Dr, Suite 240
Moorhead, MN 56560
Phone: 701-371-1039
Fax: 218.236.5660

This e-mail is confidential and intended for the use of the above named addressee. If you have received this e-mail in error, please delete it immediately and notify us by e-mail or telephone.

Dear Valued Customer,

We wanted to send you a quick update to help you understand the market situation that we are experiencing in the ready mix business in our region. As you probably are well aware, the entire industry got off to a very late start with the cold and wet spring. Most of our customers are telling us that they are 4 - 6 weeks behind in their scheduled project dates. When you combine that with the increased demand, reduced labor force, supply chain issues and many other challenges, it has added delays to most projects.

Our supply and capacity has remained steady and actually increased in many markets this year, but it is not growing as fast as the demand has. We will continue to supply the market with as much concrete as possible in the upcoming months. We will hope for optimum weather to help prolong the concrete pouring season.

Thanks again for your patience and your business. Feel free to contact me if you have any questions about upcoming projects.

Brad Maczkowicz
Aggregate and Ready-Mix, Sales Manager

Aggregate Industries

800 Holiday Dr Unit 240
Moorhead, USA
Phone 218-331-5672
brad.maczkowicz@holcim.com
www.holcim.us

A member of Holcim Group

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BUILDING PROGRESS FOR PEOPLE AND THE PLANET.

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MASTER CONSTRUCTION

Fargo	Bismarck	Dickinson	Grand Forks
1572 45th St. NW	4000 Fuller Ave.	836 38th Ave. E	5624 1st Ave. N
Fargo, ND 58102	Bismarck, ND 58501	Dickinson, ND 58601	Grand Forks, ND 58201
P: 701-237-4950	P: 701-751-6380	P & F: 701-483-2818	P: 701-566-3307
F: 701-237-5027	F: 701-751-6381		F: 701-757-4404

September 13, 2022

Joel Paur
Border States Paving
4101 32nd St N
Fargo, ND 58102

Time Extension Request PR-22-F1:

Master Construction has faced supply chain issues with Aggregate Industries ability to supply concrete and gravel. This has really affected the productivity of this and almost all our jobs. Whether it is getting the amount of concrete needed for that pour that day, or getting concrete or aggregate at all. See the attached email from Aggregate Industries regarding the supply chain issues Master Construction has faced this year which effects our ability to finish projects in an efficient manner. All year we have tried to get material from all available suppliers and have not been successful anywhere as this supply issue isn't localized to Aggregate Industries alone. These supply chain issues are out of Master Construction's control therefore we are asking for an extension of 30 days to the substantial and final completion dates. Please let me know if you have any questions or if you would prefer this request in letter form as well.

Fred Schlanser
President.

BORDER STATES PAVING INC.

Highways to Driveways

ASPHALT PAVING CONTRACTORS

EQUAL OPPORTUNITY EMPLOYER

4101 32nd Street North
PO Box 2586
Fargo, N.D. 58108-2586
Office: 701.237.4860
Fax: 701.237.0233
www.borderstatespaving.com

9/29/2022

Jason Hoogland
City of Fargo Engineering Department
225 4th St N
Fargo, ND 58102
RE: PR-22-F1

Mr. Hoogland,

Border States Paving Inc. is requesting an extension on the PR-22-F1 project. I have attached letters from Aggregate Industries and Master Construction detailing their material supply issues. The inability of not receiving Concrete Redi Mix on time and when needed has been a major issue this construction season and has delayed multiple projects in our area.

Border States Paving Inc. has put major effort towards completing this project on time and the concrete availability has delayed us from not completing this project on time. BSP is requesting an additional 30 days to the substantial and final completion dates due to this concrete availability issue.

If you have any questions or concerns, please feel free to call or email me anytime.

Thanks,

Joel Paur
Area Manager
Border States Paving Inc.
701-866-0410
jpaur@borderstatespaving.com

NAPA

32

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. SL-21-B1 Type: Negative Final Balancing Change Order #1

Location: Citywide Date of Hearing: 10/10/2022

Routing	Date
City Commission	10/17/2022
PWPEC File	X
Project File	Dave Helland

The Committee reviewed the accompanying correspondence from Project Manager, Dave Helland, for Negative Final Balancing Change Order #1 in the amount of -$33,974.70, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of -$33,974.70, bringing the total contract amount to $982,061.60.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Fargo Electric Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -$33,974.70, bringing the total contract amount to $982,061.60 to Fargo Electric Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	SL-21-B1	**Change Order No**	1
Project Name	Street Lighting & Incidentals		
Date Entered	7/26/2022	**For**	Fargo Electric Const Inc

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

EXPLANATION OF CHANGE: Final Balancing Change Order #1

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Street Lighting 27 to 32 Ave N and Bdwy to Elm	1	Remove Street Light	EA	64.00	0.00	64.00	1.00	65.00	275.00	275.00
	3	Remove Feed Point	EA	9.00	0.00	9.00	-1.00	8.00	1,000.00	-1,000.00
	5	Remove Base	EA	64.00	0.00	64.00	1.00	65.00	400.00	400.00
	6	F&I Conductor #6 USE Cu	LF	89,462.00	0.00	89,462.00	25.00	89,487.00	1.30	32.50
	7	F&I Innerduct 1.5" Dia	LF	30,238.00	0.00	30,238.00	21.00	30,259.00	6.40	134.40
	11	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	0.00	100.00	-97.75	2.25	210.00	-20,527.50
	12	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	265.00	-13,250.00
								Street Lighting 27 to 32 Ave N and Bdwy to Elm Sub Total ($)		-33,935.60
Street Lighting 11 and 12 St, 14 -1/2 to 15-1/2 Ave S	24	F&I Conductor #6 USE Cu	LF	8,262.00	0.00	8,262.00	-291.00	7,971.00	1.30	-378.30
	25	F&I Innerduct 1.5" Dia	LF	2,754.00	0.00	2,754.00	53.00	2,807.00	6.40	339.20
								Street Lighting 11 and 12 St, 14-1/2 to 15-1/2 Ave S Sub Total ($)		-39.10

Summary

Source Of Funding	
Net Amount Change Order # 1 ($)	-33,974.70
Previous Change Orders ($)	0.00
Original Contract Amount ($)	1,016,036.30

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Total Contract Amount ($)	982,061.60

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/15/2021		0.00	0.00	10/15/2021	

Description

APPROVED

For Contractor Fargo Electric Construction

Title Project Manager

APPROVED DATE

Department Head

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(33)

Improvement District No. UN-22-M1

Type: Change Order #1 & Time Extension

Location: 51st Avenue South

Date of Hearing: 10/10/2022

Routing	Date
City Commission	10/17/2022
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, regarding Change Order #1 in the amount of $49,269.25, for additional work, along with the associated time extension as described below:

Original Completion Dates	Revised This Memo
Substantial – September 30, 2022 Final – October 28, 2022	Substantial – October 7, 2022 Final – October 28, 2022

Staff is recommending approval of Change Order #1 and the associated time extension.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of Change Order #1 and the time extension as described above to Dirt Dynamics.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of $49,269.25, bringing the total contract amount to $1,304,685.07 and the associated time extension to the Final and Substantial Completion Dates bringing them to October 7, 2022 and October 28, 2022 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass Rural Water & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Michael Redlinger, Interim City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Brenda Derrig, City Engineer	☑	☑	☐	Tom Knakmuhs
Terri Gayhart, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jason Satterlund, Project Manager

Date: October 5, 2022

Re: Improvement District No. UN-22-M1 – Change Order #1 & Time Extension

---

Background:

Improvement District No. UN-22-M1 is for new utility infrastructure for the new West Fargo elementary school on 51st Avenue South in Rocking Horse Addition.

Dirt Dynamics is the Prime Contractor for this project.

Items included with Change Order #1 are related to additional sewer services as requested by the Developer, flush valves required by ND Department of Health, upsize an existing storm sewer manhole, and correcting alignment on an existing storm sewer stub.

Dirt Dynamics has requested a two-week time extension to the Substantial Completion Date to complete the water main coliform bacteria sampling. The sampling has been delayed due to the storm sewer installation being held up from a three-week delay in delivery of a storm sewer manhole that was added to the project by Engineering. The sampling was the only item not complete by the original completion date. Dirt Dynamics completed the coliform bacteria sampling Wednesday 10/5/2022.

Recommended Motion:

Approve Change Order #1 in the amount of $49,269.25 and the time extension shown below:

Original Completion Dates	Revised This Memo
Substantial – September 30, 2022 Final – October 28, 2022	Substantial – October 7, 2022 Final – October 28, 2022

JTS/klb

Attachments

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
NEW UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. UN-22-M1
ROCKING HORSE FARM 6TH ADDITION

Change Order No 1 **Change Order Date** 9/14/2022
Contractor Dirt Dynamics

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

EXPLANATION OF CHANGE Change Order # 1
Additional Sanitary services as requested by the Developer, Flushing capabilities as requested by NDDOH, Storm sewer and drainage revisions required by existing conditions.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Sanitary Sewer	5	F&I Pipe SDR 26 - 6" Dia PVC	LF	42		42	205	247	$46.25	$9,481.25
								Sanitary Sewer Sub Total		**$9,481.25**
Storm Sewer	23	F&I Manhole Type E Reinf Conc	EA	3		3	1	4	$19,100.00	$19,100.00
	33	Connect Pipe to Exist Structure	EA	1		1	2	3	$2,200.00	$4,400.00
	39	F&I Pipe 30" Dia Reinf Conc	LF	325		325	8	333	$134.00	$1,072.00
	40	F&I Pipe 48" Dia	LF	423		423	7	430	$286.00	$2,002.00
	46	Embankment	CY	512		512	456	968	$7.00	$3,192.00
								Storm Sewer Sub Total		**$29,766.00**
Change Order 1	57	Connect Sewer Service	EA	0		0	4	4	$1,182.00	$4,728.00
	58	F&I Pipe 2" Dia Water Service	LF	0		0	40	40	$28.00	$1,120.00
	59	F&I CS & Box 2" Dia	EA	0		0	2	2	$981.00	$1,962.00
	60	Connect Water Service	EA	0		0	2	2	$386.00	$772.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
	61	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	0		0	8	8	$180.00	$1,440.00
									Change Order 1 Sub Total	**$10,022.00**

Summary

Source Of Funding	Special Assessments & Cass Rural Water
Net Amount Change Order # 1 ($)	$49,269.25
Previous Change Orders ($)	$0.00
Original Contract Amount ($)	$1,255,415.82
Total Contract Amount ($)	$1,304,685.07

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

CONTRACT DATES

Current Substantial Completion Date	**Current Final Completion Date**
9/30/2022	10/28/2022
Additional Days Substantial Completion	**Additional Days Final Completion**
7	0
New Substantial Completion Date	**New Final Completion Date**
10/7/2022	10/28/2022

Interim Completion Dates

APPROVED

For Contractor

Title estimate

APPROVED DATE

Department Head

Mayor

Attest

From: Wade Hanson <wahanson@ymail.com>
Sent: Friday, September 30, 2022 10:21 AM
To: Jason Satterlund
Subject: UN-22-M1

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

Jason,

Dirt Dynamics is requesting a time extension for this project. We feel that with the unforeseen addition of manhole St 1.1, which took 3 weeks to get built, this added to the delay of the project. The only item left to finish is the bacteria test on a potion of the waterline. We have rechlorinated and will take another test Monday Oct 3. If the test passes Tuesday I feel confident we will pass a 2nd time. If it fails again we will need to chlorinate again which would then take us into the following week, this is why we are asking for 14 days.

Thanks

Wade Hanson
Dirt Dynamics, LLC
701-367-4038

THE CITY OF Fargo
FAR MORE

34

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

October 12, 2022

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

Re: Joint Powers Agreement with Cass County and the City of West Fargo regarding the 52nd Avenue S Street Construction Project – 63rd Street to Sheyenne Street
City of Fargo Improvement District No. BN-23-A1
NDDOT Project No. SU-8-984(170)

I have attached the Joint Powers Agreement that staff has worked out with representatives from Cass County and the City of West Fargo in regards to the 52nd Avenue S Construction Project slated for bid next month and to be under construction next year. This agreement is also being brought to the Cass County Board of Commissioners and the Board of West Fargo City Commissioners this month as well.

This project is being completed in partnership with the City of Fargo, the City of West Fargo, and Cass County and will urbanize 52nd Avenue South (Sheyenne Street/County Road 17 to west of 63rd Street South) from a rural asphalt roadway section to a divided urban concrete street section with curb and gutter, storm sewer, bridge over the Sheyenne River and pedestrian systems.

This project will urbanize the existing roadway and install necessary infrastructure for the continued growth of the City of Fargo, West Fargo, and Cass County. The new bridge over the Sheyenne River will include features necessary for the operation of the water intake structure just south of the new bridge. This project will also install important pedestrian upgrades along the corridor and make improvements to the roundabout at the intersection of Sheyenne St/County Road 17 and 52nd Avenue South.

The project will be funded by a combination of Federal Funds, City of Fargo Infrastructure Sales Tax, funds from the City of West Fargo, funds from Cass County, and Special Assessments to the benefiting properties. Special Assessments will be applied per City policy.

Recommended Motion
Approve the Joint Powers Agreement with Cass County and the City of West Fargo for the 52nd Avenue South Construction Project BN-23-A1.

Respectfully,

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

Attachment

AGREEMENT

52nd Avenue S Reconstruction

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between the City of Fargo, the City of West Fargo, and Cass County (the "Project Partners"). This Agreement outlines the mutually developed responsibilities between the Project Partners regarding the reconstruction of 52nd Avenue South (aka Cass County Highway 6) between 63rd Street South and County Road 17 (Sheyenne Street) (the "Project").

WHEREAS, Cass County Highway 6 is currently owned and maintained by Cass County from County Rd 17 east to Interstate 29, a distance of three miles; and

WHEREAS, funding formulas for distribution of the State Highway Distribution Funds and Federal highway funds in North Dakota are based on the premise that county highways have traditionally been turned over to the larger cities as the land adjacent to the highways is annexed; and

WHEREAS, these formulas are population based, resulting in increased city funding and decreased county funding as annexations take place; and

WHEREAS, counties have no authority to levy special assessments for highway improvements within an incorporated area; and

WHEREAS, the 2022-2025 Metropolitan Transportation Improvement Program (TIP) includes the Project; and

WHEREAS, the Project Partners agree elements of project development will be cooperatively developed in coordination with the NDDOT as follows; and

WHEREAS, the Project Partners agree that the Project will be developed through a project steering committee composed of the Project Partners, and NDDOT; and

WHEREAS, the Project Partners agree that the construction for the Project will be administered through the use of an engineering consulting firm (the "Construction Administration Consultant") procured through a publicly advertised "Request for Proposal"; and

WHEREAS, the Project Partners agree that ownership of the project corridor, also known as Cass County Highway 6, will transfer upon completion of the reconstruction project; and

WHEREAS, the estimated total cost of the Project is $19,664,845; and

WHEREAS, the Project will be funded partially with Federal funds provided by the North Dakota Department of Transportation (NDDOT) through the Surface Transportation Program (STP), in the amount of $9,000,000; and

WHEREAS, the Project Partners agree to split the remaining Project costs, the non-Federal share, according to the terms of this Agreement; and

WHEREAS, the Project Partners are interested in working in a cooperative manner to undertake the Project pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. This Agreement is made pursuant to N.D.C.C. § 54-40-1, which authorizes the joint and cooperative exercise of power common to the contracting parties. The intent of this Agreement is to increase efficiencies with respect to the Project, and to prevent delays with respect to the scheduling of work for the Project. This Agreement does not create a separate political subdivision.

2. Term. The term of this Agreement is for ten (10) years beginning on the Effective Date of this Agreement and ending ten (10) years after the Effective Date (the "Original Term"). Thereafter, this Agreement will automatically be extended by one (1) additional ten (10) year term, unless either party gives written notice to the other party a minimum of ninety (90) days prior to the expiration of the Original Term. The parties by mutual agreement may terminate this Agreement at any time or extend this Agreement for additional terms.

3. Process. The City of Fargo will work cooperatively with the City of West Fargo and Cass County to refine the recommended alternative for construction during environmental documentation phase and prior to completion of design plans. The City of Fargo will be the lead agency for the Project.

4. Procedures. Fargo will undertake the Project pursuant to and in accordance with Chapter 40-22 of the North Dakota Century Code. Fargo will be responsible for inspection, review and observation of work performed on the Project.

5. Transfer of Ownership and Maintenance Responsibility. The City of West Fargo will assume ownership of Cass County Highway 6 from the intersection with County Rd 17 (Sheyenne Street), east to the centerline of the Sheyenne River, and the City of Fargo will assume ownership of Cass County Highway 6 from the centerline of the Sheyenne River east to Interstate 29. The transfer of all ownership, liability and maintenance responsibility will occur upon the substantial completion of the Project. All future maintenance and costs for the intersection of Sheyenne St S and 52nd Ave S will be split with 75% to the City of West Fargo and 25% to Cass County. The east-west section line between Sections 32 and 5 and Sections 31 and 6 serve as the line of responsibility for maintenance work on the roundabout. As per Cass County's agreement (see attached agreement, Exhibit A) with the City of Horace signed on March 1st, 2021, when County Rd 17 is transferred to the City of Horace, the City of Horace will assume all maintenance responsibilities for County Rd 17.

6. Apportionment of Costs related to the Project. The Project will be partially funded with Federal funds provided by the North Dakota Department of Transportation (NDDOT) through the Surface Transportation Program (STP), along with a non-Federal share of contributions from the Project Partners. The Project Partners agree to split the non-Federal share of the Project as represented in the Engineer's Report attached hereto as Exhibit B, to be revised upon award of the Bid for the Project. The amounts to be paid by the parties shall be trued up at the completion of the Project, costs to be shared as follows:

Engineer's Estimated Construction Cost Exhibit B.
(Included in this cost is a 20% inflation markup, a 10% construction contingency, a 4% Fargo administration fee, 4% Fargo interest fee, and 3% Fargo legal/miscellaneous fee)

Bridge Portion (excluding City of Fargo Water Plant Gates on Bridge Structure)
Local funding breakouts: 25% WF, 25% Fargo, 50% Cass County

Roadway west of Bridge (including roundabout modifications)
Local funding breakouts: 50% WF, 50% Cass County

Roadway east of Bridge
Local funding breakouts: 40% Fargo, 40% WF, 20% Cass County

City of Fargo Water Plant Gates on Bridge Portion
Local funding breakouts: 100% Fargo

City of Fargo Watermain on east Portion
Local funding breakouts: 100% Fargo

Estimated Cost for NEPA, Preliminary and Final Engineering Design, Construction Administration Services, Right of Way, and Utility Relocations
Overall project funding breakouts: 46% Fargo, 27% West Fargo, 27% Cass County

7. Project Costs. Each of the Project Partners will be responsible for obtaining financing for its own portion of the costs of the Project, as set forth above. This responsibility includes any and all costs related to creation of any special assessment district and bonding related to the Project.

8. Cass County Contribution. Cass County shall make payment to Fargo to the project based on the bid amount as follows: Cass County will submit a check for half of the total amount due to the City of Fargo on or before October 1, 2023. The remaining amount will be paid to the City of Fargo following certification of costs.

9. Processing of Pay Requests and Change Orders. The Construction Administration Consultant will approve contractor payments from the NDDOT. The NDDOT will then invoice the City of Fargo for the local share of the contractor payments. The City of Fargo will invoice the City of West Fargo the contractor expenses incurred in the responsible bid items.

10. Final Punch List. The City of West Fargo and the City of Fargo will coordinate with respect to developing a final punch list.

11. Right of Way. This Project required the acquisition of both temporary construction easements and permanent right of way; as such, each party will be responsible for acquisition of right of way within that party's jurisdiction. The costs of acquiring property will be the sole responsibility of the party responsible for the property acquisition.

12. No Stacking of Claims Permitted. For the purposes of N.D.C.C. § 32-12.1-03 the employees and officers of a party are deemed to be employees of that party. Under no circumstances shall a party, irrespective of whether it may have waived the limit on liability set forth in N.D.C.C. § 32-12.1-03, be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1-03 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.

13. Waiver of Jury Trial/Venue/Selection. FARGO AND WEST FARGO HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS CONTRACT, OR IN ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS CONTRACT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR FARGO AND WEST FARGO ENTERING INTO THIS CONTRACT. THE PARTIES STIPULATE AND AGREE THAT THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA, SHALL BE THE SOLE AND EXCLUSIVE VENUE FOR ANY LAWSUIT PERTAINING TO THIS CONTRACT AND CONSENT TO THE PERSONAL JURISDICTION IN SAID COURT IN THE EVENT OF ANY SUCH LAWSUIT.

14. Merger Clause. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

15. Previous Agreements Superseded. This Agreement supersedes any previous agreement between any of the parties hereto regarding the items addressed herein.

16. Written Amendment Required. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this Agreement.

17. Grammatical Construction. Whenever the singular number is used herein, the same includes the plural where appropriate, and the words of any gender include any other genders where appropriate.

18. Default. Upon the occurrence of any non-performance of any party's obligations under this Agreement which has not been cured within thirty (30) days after notice to the breaching party, a non-breaching party may take any one or more of the following remedial steps: (a) terminate this Agreement; (b) suspend the non-breaching party's performance under this Agreement until it receives assurances from the breaching party satisfactory to the non-breaching party that the breaching party will cure such Event of Default and perform its obligations under this Agreement; (c) commence legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement or obligation of the breaching party.

19. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

20. Force Majeure. No party will be liable to any other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party claiming the delay must undertake reasonable action to notify the other party of the same.

21. Notice. All notices, certificates or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to West Fargo:	City Administrator City of West Fargo 800 4th Avenue East West Fargo, ND 58078
If to Fargo:	City Administrator City of Fargo 225 4th Street N Fargo, ND 58103
If to Cass County:	County Administrator Cass County P.O. Box 2806 Fargo, North Dakota 58108-2806

22. Agreement Binding on Successors. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

23. North Dakota Law Applies. This Agreement will be controlled by the laws of the State of North Dakota.

24. Execution in Counterparts. This Agreement may be executed in counterparts with each Project Partner having a fully-executed counterpart.

Signature page for the agreement between the City of Fargo, the City of West Fargo, and Cass County regarding the reconstruction of 52nd Avenue South (Cass County Highway 6) between 63rd Street South and County Road 17 (Sheyenne Street):

CITY OF FARGO, A NORTH DAKOTA MUNICIPAL CORPORATION

BY: _____ Date: _____
Dr. Timothy J. Mahoney, M.D.
Mayor

ATTEST: _____ Date: _____
Steven Sprague
Auditor

Signature page for the agreement between the City of Fargo, the City of West Fargo, and Cass County regarding the reconstruction of 52nd Avenue South (Cass County Highway 6) between 63rd Street South and County Road 17 (Sheyenne Street):

CITY OF WEST FARGO, A NORTH DAKOTA MUNICIPAL CORPORATION

BY: _____ Date: _____
Bernie Dardis
President of the Board of
City Commissioners

ATTEST: _____ Date: _____
Tina Fisk
City Administrator

Signature page for the agreement between the City of Fargo, the City of West Fargo, and Cass County regarding the reconstruction of 52nd Avenue South (Cass County Highway 6) between 63rd Street South and County Road 17 (Sheyenne Street):

COUNTY OF CASS, STATE OF NORTH DAKOTA

BY: _____ Date: _____
Rick Steen
Commissioner

ATTEST: _____ Date: _____
Robert Wilson
Administrator

Exhibit A

MEMORANDUM OF UNDERSTANDING REGARDING CASS COUNTY HIGHWAY 6 TO INCLUDING 76TH AVENUE SOUTH FROM 45TH STREET SOUTH TO 81ST STREET SOUTH AND CASS HIGHWAY 17 FROM 52ND AVENUE SOUTH TO CASS 14 (100TH AVENUE SOUTH)

This Memorandum of Understanding ("MOU") is entered into between the City of Horace, a North Dakota municipal corporation whose address is 215 Park Drive East, Horace, North Dakota 58047 ("City" or "Horace"), and Cass County, North Dakota, a North Dakota political subdivision, whose address is 211 9th Street South, Fargo, North Dakota 58103 ("Cass County").

WHEREAS, North Dakota Century Code § 40-05.1-06 and Article 3 of Horace's Home Rule Charter authorizes Horace to enter into contracts; and

WHEREAS, North Dakota Century Code § 11-09.1-05 and Article 2 of Cass County's Home Rule Charter authorizes the Cass County to enter into contracts; and

WHEREAS, Development in Horace and the West Fargo School District has resulted in the need for expanded use of existing Stanley Township roads of 76th Avenue South and 45th Street South. Modifications to the road to accommodate the increased traffic anticipated from such expansion is required and Stanley Township does not have the financial capacity to improve these road segments; and

WHEREAS, Cass County Highway 6 currently continues west of Cass County Highway 17 on 76th Avenue South. Cass County Highway 6 east of Cass County Highway 17 along 52nd Avenue will be turned over to the Cities of Fargo and West Fargo; and

WHEREAS, Cass County will coordinate with Stanley Township to take over control of 76th Avenue from the Horace city limits to 45th Street South and of 45th Street South from 76th to 64th Avenue S. Cass County will coordinate with Horace to take over ownership of 76th Avenue within the Horace city limits. These road segments will be renamed as Cass County Highway 6 ("Cass Highway 6"); and

WHEREAS, City constructed a concrete four lane roadway on 76th Avenue South from the round about on Cass Highway 17 east approximately 2700 feet to just east of 63rd Street.

WHEREAS, City and County wish to enter into this Agreement for the purpose of establishing the parties' responsibilities with respect to 76th Avenue from the Horace city limits at 57th Street South to Cass Highway 17, future transfer of control and operations of Cass Highway 6 west of Cass Highway 17 to 81st Street South and Cass Highway 17 from 52nd Avenue South to the Metro Flood Diversion Project approximately 0.5 miles south of 112th Avenue South. To permit the City to exercise a greater level of responsibility and control from along these roadways prior to full transfer of control of the easements or right of way along these County highways. In anticipation of the future growth of Horace above a population of 5,000 residents; and

WHEREAS, County Commission Policy 9.35 "County Highways within Annexed Cities" states that in cities with populations over 5,000, County highways should be targeted to be turned

over to the city within two years. The policy recognizes that segments should be turned over with logical termini and Cass County should work cooperatively with the cities to accomplish an orderly transfer of ownership. This policy supports interim partnership arrangements during transitional periods to provide for logical and efficient delivery of government services; and

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

1. Future Turnover Date for Cass Highways 6 and 17. Full turnover of ownership, maintenance, operations, and control of Cass Highway 6 from 57th Street South to 81st Street South and Cass Highway 17 from 52nd Avenue South to the Metro Flood Diversion Project approximately 0.5 miles south of 112th Avenue South will occur on the January 1st after two full years (730 days) have passed after the City's population exceeds 5,000.

2. Maintenance, Striping and Signage. The parties agree that Cass County will be responsible for the maintenance, striping and signage until turnover to the City of:

a. 76th Avenue South within the City limits from 57th Street South west to 81st Street South.

b. Cass Highway 17 within the City limits from 52nd Avenue South to the Metro Flood Diversion Project limits approximately 0.5 miles south of 112th Avenue South

3. Drainage. The parties agree that Cass County remains responsible for drainage maintenance associated with Cass County Highways 6 and 17 until turnover to the City.

4. Snow Removal. The parties agree that Cass County shall be primarily responsible for snow removal on Cass County Highways 6 and 17 until turnover to the City. The City shall have the ability to assist Cass County in snow removal as they deem necessary or as available such as when the City snowplows are traveling on County highways. There shall be no remuneration for snow removal completed by either party.

5. Highway and Bridge Regrading, Reconstruction, Paving, and Maintenance - Cass County Responsibility (see Exhibit A). The parties agree that Cass County shall be responsible for funding and executing the following improvements or maintenance:

a. 76th Avenue South approximately 2,600 feet from immediately east of 63rd Street South to 57th Street South, Cass County will pay for the initial regrading, graveling, and paving.

b. 76th Avenue South from Cass Highway 17 east approximately 2,700 feet to 63rd Street South, Cass County will complete Concrete pavement maintenance and sealing.

c. Cass Highway 6 from Cass Highway 17 west to 81st Street South, Cass County will complete an asphalt overlay.

d. Intersection of Cass Highway 17 and 64th Avenue South, Cass County will construct a roundabout.

e. Cass Highway 17 Sheyenne River bridge approximately 2,800 feet south of 52nd Avenue South, Cass County will reconstruct this bridge and approach roadways.

f. 52nd Avenue South Sheyenne River bridge approximately 250 feet east of Cass Highway 17, Cass County, in conjunction with the Cities of Fargo and West Fargo, will reconstruct this bridge and approach roadways.

g. Cass Highway 17 from 52nd Avenue South continuing south to the Metro Flood Diversion Project approximately 0.5 miles south of 112th Avenue South, Cass County will complete an asphalt overlay.

h. Cass County also agrees to complete crack sealing and chip sealing two years after any asphalt paving.

i. Cass County also agrees to complete a second crack sealing and chip sealing 10 years after the first chip seal. However, should turnover take place prior this second chip seal, the City will take over and incur the costs to complete the crack sealing, chip sealing, or other maintenance of Cass Highways 6 and 17.

6. Highway and Bridge Regrading, Reconstruction, Paving, and Maintenance – City of Horace Responsibility (see Exhibit A). The parties agree that the City shall be responsible for:

a. 76th Avenue South approximately 2,600 feet from immediately east of 63rd Street South to 57th Street South, the City will pay for underground City utilities, street lighting, shared use paths, and other City requested features outside of the normal road reconstruction, to include the storm sewer arch pipe.

b. 76th Avenues South from Cass Highway 17 east approximately 2,700 feet to 63rd Street South, the City will maintain the underground City utilities, street lighting, and shared use paths.

c. Cass Highway 6 from Cass Highway 17 west to 81st Street South, the City will be responsible for any underground City utilities, or future street lighting and shared use paths

d. Intersection of Cass Highway 17 and 64th Avenue South, the City will pay for underground City utilities, street lighting, shared use paths, and other City requested features outside of the normal road reconstruction of a roundabout.

e. Cass Highway 17 Sheyenne River bridge approximately 2,800 feet south of 52nd Avenue South, the City will pay for underground City utilities, street lighting, shared use paths, and other City requested features outside of the normal road/bridge reconstruction.

f. 52nd Avenue South Sheyenne River bridge approximately 250 feet east of Cass Highway 17, the City will pay for underground City utilities, street lighting, shared use paths, and other City requested features outside of the normal road/bridge reconstruction..

g. Cass Highway 17 from 52nd Avenue South continuing south to the Metro Flood Diversion Project approximately 0.5 miles south of 112th Avenue South, the City will be responsible for any underground City utilities, or future street lighting and shared use paths.

7. Access Control. The parties agree that once the City reaches a population of 5,000 and starts the two year timeline for turnover, the City will assume responsibility for reviewing and approving all new access points on Cass Highway 6 from 57th Street South to 81st Street South and Cass Highway 17 from 52nd Avenue South to the Metro Flood Diversion Project approximately 0.5 miles south of 112th Avenue South. The determination on acceptable access locations shall be made by the City in accordance with its Land Development Code. All costs associated with designing and constructing all new access points in the previously described highway segments shall be the City's responsibility. Any turnlanes or additional traffic control measures needed due to the City's approved access points shall be the City's responsibility. The City shall provide completed designs to Cass County thirty (30) days in advance of bid advertisement for concurrence of the design specifications. If Cass County fails to make any timely design comments within such period, the City shall provide written notice to Cass County of such failure to respond. If Cass County fails to provide design comments within ten (10)

business days following such notice from the City, the design shall be deemed to be approved. Cass County agrees to maintain the road improvements installed by City until the road is turned over to the City. Upon full turnover of Cass Highways 6 and 17, the City will have full responsibility for access control without review by Cass County.

8. Utility Permitting. Cass County will remain responsible for all utility permitting associated with and adjacent to Cass Highway 6 from 57th Street South to 81st Street South and Cass Highway 17 from 52nd Avenue South to the Metro Flood Diversion Project approximately 0.5 miles south of 112th Avenue South with the purpose of reviewing and approving locations of both private and public utilities. Any fees and costs collected by Cass County associated with utility permitting shall remain with Cass County. Upon full turnover of Cass Highways 6 and 17, the City will have full responsibility for utility permitting without review by Cass County.

9. Streetlights and Traffic Signals. The parties agree to permit City to design and install streetlights and/or traffic signals within Cass Highway 6 and 17 rights of way and appropriate access points thereto. The City shall be responsible for all installation and maintenance costs of all new or existing streetlights and traffic signals installed. The locations of any streetlights or traffic signals shall be at the sole discretion of the City. The City shall provide completed designs to Cass County thirty (30) days in advance of bid advertisement for concurrence of the design specifications. If Cass County fails to make any timely design comments within such period, the City shall provide written notice to Cass County of such failure to respond. If Cass County fails to provide design comments within ten (10) business days following such notice from the City, the design shall be deemed to be approved. Cass County agrees to maintain the road improvements installed by City until the road is turned over to the City. The City agrees to pay all electrical costs or fees for the any streetlights or traffic signals.

10. Speed Limits. The parties agree that the County will retain authority to establish the appropriate speed limit on Cass Highways 6 and 17 until turnover. Cass County shall undertake an appropriate traffic study and provide the data to the City for review of the proposed speed limit modifications. Cass County agrees to provide approved speed limit signage in accordance with applicable standards.

11. Transfer of County Lots along Cass Highway 17. Cass County will quit claim the properties located at:

Immediately north of the Casey's gas station on Cass 17 at 314 Main Street North, Rud's Addition Lot 4 Block 1, to the City for the sole purpose of use as a public street corridor.

Property south of 52nd Avenue South to the Sheyenne River on the west side of Cass 17 at 5358 County Road 17 S. This property would be for the sole purpose of public land for park or recreation use with a sole access at the far south end of the property.

This property transfer will occur once an approved re-plat has been recorded that includes platting of this lot as a street corridor. The City must include Cass County in planning and platting discussions of this property during the platting approval process.

12. Dispute Resolution.

a. Horace and Cass County will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the elements identified in this MOU which may be in dispute or requiring agreement under the terms of this Agreement. Such representatives may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the scheduling of maintenance and repairs.

b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

13. Easements or Right of Way. Each party will grant to the other party any and all necessary easements or right of way to enable the other party to perform their obligations under the terms of this Agreement. Upon the transfer of control and operations of Cass Highway 6 from 57th Street South to 81st South and Cass Highway 17 from 52nd Avenue South to the Metro Flood Diversion Project 0.5 miles south of 112th Avenue South, Cass County will quit claim all deeded right of way and easements from Cass County to the City.

14. Term. The term of this Agreement will be twenty (20) years, with an expiration date of March 31, 2041 unless the City reaches a population of 5,000 triggering the turnover process outlined in this agreement. This Agreement will automatically renew for successive periods of twenty (20) years until turnover.

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

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

If to Horace:

City of Horace
ATTN: City Administrator
Horace City Hall
215 Park Drive East
Horace, ND 58047

If to Cass County:
ATTN: County Administrator
211 9th Street South
Fargo, ND 58103

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

17. Time is of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.

18. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

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

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

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

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

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

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

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

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

(Signatures appear on the following pages)

Dated this _____ day of February, 2021.

CITY OF HORACE, NORTH DAKOTA, a municipal corporation

By: _____
Kory Peterson, Mayor

ATTEST:

_____
Brenton Holper, City Administrator

Dated this 1st day of ~~February~~ March, 2021.

CASS COUNTY, NORTH DAKOTA

Chad M. Peterson, Board Chairman

ATTEST:

Mike Montplaisir, Finance Director

Exhibit A

HORACE AREA TRANSPORTATION IMPROVEMENTS

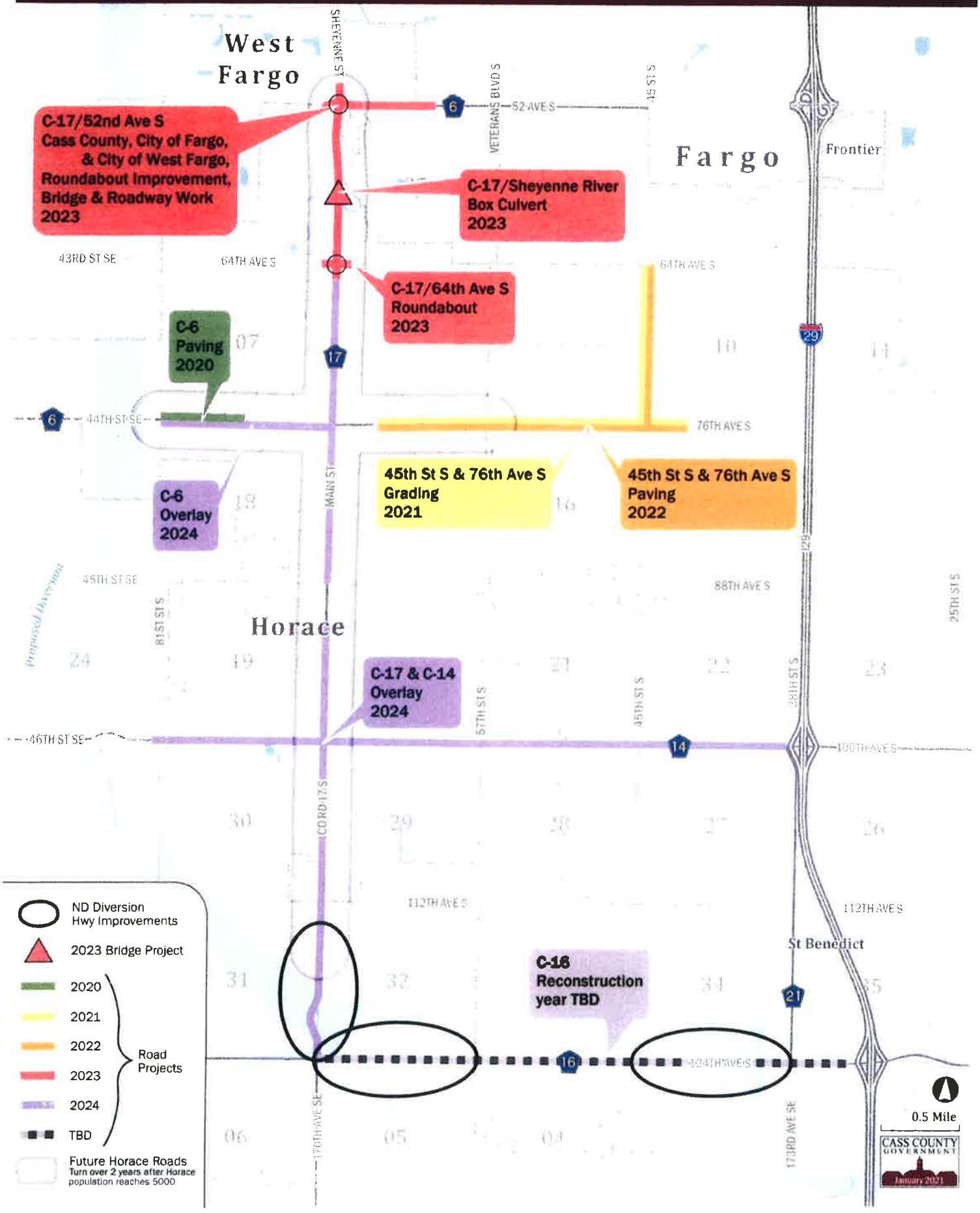


Exhibit B

ENGINEER'S REPORT

NEW PAVING AND UTILITY CONSTRUCTION

IMPROVEMENT DISTRICT NO. BN-23-A

Nature & Scope

This project is being completed in partnership with the City of Fargo, the City of West Fargo, and Cass County and will urbanize 52nd Avenue South (Sheyenne Street/County Road 17 to west of 63rd Street South) from a rural asphalt roadway section to a divided urban concrete street section with curb and gutter, storm sewer, bridge over the Sheyenne River and pedestrian systems.

Purpose

This project will urbanize the existing roadway and install necessary infrastructure for the continued growth of the City of Fargo, West Fargo, and Cass County. The new bridge over the Sheyenne River will include features necessary for the operation of the water intake structure just south of the new bridge. This project will also install important pedestrian upgrades along the corridor and make improvements to the roundabout at the intersection of Sheyenne St/County Road 17 and 52nd Avenue South.

The project will be funded by a combination of Federal Funds, City of Fargo Infrastructure Sales Tax, funds from the City of West Fargo, funds from Cass County, and Special Assessments to the benefiting properties. Special Assessments will be applied per City policy.

Feasibility

The estimated cost of construction is $ 16,148,736.95. The cost breakdown is as follows:

Project area west of the bridge		$	1,632,814.99
Amount Federally Funded		$	1,025,242.33
Amount Locally Funded		$	607,572.66
Plus 4% Administration Fee:		$	24,302.91
Plus 3% Legal Fee:		$	18,227.18
Plus 4% Interest Fee:		$	24,302.91
Plus 10% Contingency:		$	60,757.27
Total Estimated Cost:		**$**	**735,162.92**
City of Fargo:	0.00%	$	-
City of West Fargo:	75.00%	$	551,372.19
Cass County:	25.00%	$	183,790.73

Bridge structure (not including water intake portion)		$	7,087,624.80
Amount Federally Funded		$	4,450,310.06
Amount Locally Funded		$	2,637,314.74
Plus 4% Administration Fee:		$	105,492.59
Plus 3% Legal Fee:		$	79,119.44
Plus 4% Interest Fee:		$	105,492.59
Plus 10% Contingency:		$	263,731.47
Total Estimated Cost:		**$**	**3,191,150.83**
City of Fargo:	25.00%	$	797,787.71
City of West Fargo:	25.00%	$	797,787.71
Cass County:	50.00%	$	1,595,575.42

Water intake portion of the bridge structure		$	1,781,943.60
Amount Federally Funded		$	-
Amount Locally Funded		$	1,781,943.60
Plus 4% Administration Fee:		$	71,277.74
Plus 3% Legal Fee:		$	53,458.31
Plus 4% Interest Fee:		$	71,277.74
Plus 10% Contingency:		$	178,194.36
Total Estimated Cost:		**$**	**2,156,151.76**
City of Fargo:	100.00%	$	2,156,151.76
City of West Fargo:	0.00%	$	-
Cass County:	0.00%	$	-

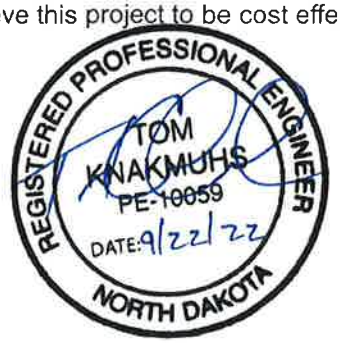
Water Mains		$	33,270.00
Amount Federally Funded		$	-
Amount Locally Funded		$	33,270.00
Plus 4% Administration Fee:		$	1,330.80
Plus 3% Legal Fee:		$	998.10
Plus 4% Interest Fee:		$	1,330.80
Plus 10% Contingency:		$	3,327.00
Total Estimated Cost:		**$**	**40,256.70**
City of Fargo:	100.00%	$	40,256.70
City of West Fargo:	0.00%	$	-
Cass County:	0.00%	$	-

Project area east of the bridge		$	5,613,083.56
Amount Federally Funded		$	3,524,447.60
Amount Locally Funded		$	2,088,635.95
Plus 4% Administration Fee:		$	83,545.44
Plus 3% Legal Fee:		$	62,659.08
Plus 4% Interest Fee:		$	83,545.44
Plus 10% Contingency:		$	208,863.60
Total Estimated Cost:		**$**	**2,527,249.50**
City of Fargo:	40.00%	$	1,010,899.80
City of West Fargo:	40.00%	$	1,010,899.80
Cass County:	20.00%	$	505,449.90

Miscellaneous Costs		
Right-of-Way and Easements:	$	250,000.00
Utility Relocation	$	150,000.00
Outside Engineering:	$	1,679,825.00
Incentive	$	-
Total Miscellaneous Costs:	**$**	**2,079,825.00**
City of Fargo:	$	956,719.50
City of West Fargo:	$	561,552.75
Cass County:	$	561,552.75
Federal Funds:	$	-

Project Funding Summary			
Special Assessments - City of Fargo	11.02%	$	2,174,857.22
Special Assessments - Cass Rural Water	0.20%	$	40,256.70
Special Assessments - Water Utility	10.93%	$	2,156,151.76
City of Fargo - Infrastructure Sales Tax	2.99%	$	590,549.78
City of West Fargo	14.81%	$	2,921,612.45
Cass County	14.43%	$	2,846,368.80
Federal Funds	45.62%	$	9,000,000.00
Total Estimated Project Cost		**$**	**19,729,796.71**

We believe this project to be cost effective.



Tom Knakmuhs, P.E.
Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

35

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

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

Flood Risk Management

Project No FM-21-A2

Call For Bids October 17, 2022

Advertise Dates October 19, 26, Nov 2, 2022

Bid Opening Date November 9, 2022

Substantial Completion Date May 15, 2024

Final Completion Date June 15, 2024

N/A PWPEC Report **(Part of 2022 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)

N/A Notice to Property Owners (Dan Eberhardt)

X **WIFIA (460 Fund)** Language Included

Project Engineer Roger E. Kluck, PE, CFM

Phone No (701) 241-1537

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

N/A Assessment Map (Attach Copy for Auditor's Office Only)

THE CITY OF Fargo FAR MORE

ENGINEER'S REPORT
FLOOD RISK MANAGEMENT
PROJECT NO. FM-21-A
RED RIVER EROSION PROTECTION & BANK STABILIZATION UNIVERSITY DR S AND 52ND AVE S

Nature & Scope

To Stabilize the shoreline on the Red River along University Dr S and North of 52nd Ave S

Purpose

To provide an interim stabilization of the river shoreline slope adjoining a flood control wall to prevent further shoreline slope movement.

Feasibility

The estimated cost of construction is $2,440,683.50. The cost breakdown is as follows:

Sales Tax Funds-Flood Control-460

Construction Cost		$2,440,683.50
Fees		
Contingency	10%	$244,068.35
Total Estimated Cost		**$2,684,751.85**
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	$2,684,751.85

Miscellaneous Costs

Outside Engineering		$193,500.00
Total Miscellaneous Costs		**$193,500.00**
Funding		
Sales Tax Funds - Flood Control - 460	100.00%	$193,500.00

Project Funding Summary

Sales Tax Funds - Flood Control - 460	100.00%	$2,878,251.85
Total Estimated Project Cost		**$2,878,251.85**

This project does not have any alternate or optional containers.

We believe this project to be cost effective.

Thomas Knakmuhs, PE
Assistant City Engineer