FARGO CITY COMMISSION AGENDA
Tuesday, June 1, 2021 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, May 17, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file an Ordinance Relating to Wildlife Management Program-Regulations.

2. 2nd reading and final adoption of the following Ordinances; 1st reading on 5/17/21:
   a. Rezoning a Certain Parcel of Land Lying in 220 Addition.
   b. Rezoning Certain Parcels of Land Lying in EOLA Addition.
   c. Rezoning Certain Parcels of Land Lying in Golden Valley Fifth Addition
   d. Rezoning Certain Parcels of Land Lying in Sanford Addition.

3. Findings of Fact, Order and Notice of Entry of Order for property at 1343 2nd Avenue South.

4. Findings of Fact, Order and Notice of Entry of Order for property at 1426 4th Avenue North.

5. Site Authorizations for Games of Chance:
   a. North Dakota Association for the Disabled, Inc. at Cowboy Jack's, O'Kelly's and Bulldog Tap.
   b. Metro Sports Foundation at Brewtus Clubhouse, Mexican Village, Radisson Blu, and Scheels Arena.
   c. Special Olympics of North Dakota at Rooters Bar.
   d. Sharehouse, Inc. at Ricks Bar, Bismarck Tavern, Baymont Inn/Alibi Lounge, The RoundUp Saloon and Woody's.

6. Applications for Games of Chance:
   a. Grand Chapter Order of the Eastern Star Foundation, Inc. for a raffle on 6/9/22.
   b. AO1 Foundation for a raffle on 6/26/21.

7. Policy on Storm Water Discharge and Treatment Requirements – April 2021.

8. License Agreement with Nichole's Fine Pastry, LLC for outdoor dining at 13 8th Street South.

9. Encroachment Agreement (Sidewalk Dining) with Block 9 Partners, LLC and Aparium Hotel Group, LLC for outdoor dining at 215 Broadway.

10. License Agreement with the Downtown Community Partnership for Al Fresco dining.

11. Amendment (First) to Right of Way Use Agreement with Great Plains 1001 Holdings, LLC and Bakken Contracting Co, LLC.

12. Bid award for the replacement of the Fire Alarm System at the FARGODOME (RFP21103).

13. Bid award for ticketing provider at the FARGODOME and the Civic Center (RFP21088).

14. State Water Commission request for cost reimbursement for the FM Metro Area Flood Risk Management Project for costs totaling $4,262,543.72.

15. Purchase of Service Agreement with Mapleton Public School District for the 2021-2022 school year.

16. Agreement for Services with Casey Hallwachs.

17. Agreement for Physician Services with Dr. Tracie Newman.

18. Agreement with Camila Van Dyke for the Contract Human Resources Manager position.

19. Set June 14, 2021 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 1033 5th Street North.

20. Owner Agreement with Elliott Place Four, LLLP to commit HOME Investment Partnership (HOME) Funds for a new construction project at 4462 30th Avenue South.

21. Rebate Grant Agreement with the North Dakota Department of Environmental Quality, Air Quality Division.

22. Bid award for Household Hazardous Waste Services (RFP21077).

23. Amendment to Joint Powers Agreement for Transit Support with NDSU and Agreement for Transit Services with NDSU.

24. Bid award for the GTC Exterior Renovation project (AFB21101).

25. North Dakota Department of Transportation Amendments to Contract Nos. 38190961A, 38190960C, 38190973A, 38190959A and 38190306A.

26. Contract and bond for Project No. FM-19-B1.

27. Bills.

28. Amended Engineer's Report for Improvement District No. PR-21-F.

29. Purchase Agreement with Dabbert Custom Homes LLC (Improvement District Nos. UN-20-B1 and PN-20-B1).

30. Easement (Temporary Construction Easement) with Riviera Heights, LLC Improvement District No. BN-20-A0.

31. Change Order No. 2 for an increase of $52,064.45 for Improvement District No. BN-20-L1.

32. Cost Participation, Construction and Maintenance Agreement with the ND Department of Transportation (Improvement District No. QN-23-A1).

33. Bid award for Improvement District Nos. AN-20-C1, BN-21-J1 and SL-21-B1.

34. Create Improvement District No. AN-21-A.

35. Contracts and bonds for Improvement District Nos. BN-21-B1 and PR-21-G1.

REGULAR AGENDA:

36. **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).**

37. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
    a. Amendments to 2020 Action Plan Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

    b. CONTINUE to 6/28/21 - Application for a Class "GH" Alcoholic Beverage License for Jay's Smokin BBQ, LLC d/b/a Jays Smokin BBQ to be located at 1322 Main Avenue.

    c. CONTINUE to 6/28/21 – Application for a Class "FA-Entertainment" Alcoholic Beverage License for TC Entertainment LLC d/b/a KingPinz to be located at 3485 Jacks Way.

38. ***Public Input Opportunity* -** Receive and file three Ordinances Relating to Public Safety, Morals and Welfare (Hate Crimes).

39. Introduction and update from the President of the Fargo Moorhead West Fargo Chamber of Commerce.

40. Presentation from the Benefactor Group on the Professional Fundraising Assessment for the proposed Performing Arts Center.

41. Recommendation for appointment of the Director of Diversity, Equity and Inclusion contract position.

42. Resolutions to authorize the filing of an application with the ND Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

43. Construction Update.

44. Recommended changes to the Property Tax Exemption Policies.

45. Recommendation from Commissioners Strand and Gehrig to conduct a review of the approved PILOT projects since 2015.

46. Recommendations for appointments and reappointments to the following Boards and Commissions:
    a. Board of Adjustment.
    b. Renaissance Zone Authority.

THE CITY OF Fargo FAR MORE

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Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

March 27, 2021

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

RE: An Ordinance Repealing Article 12-04 Relating to Wildlife Management Program Regulations

Dear Commissioners,

Enclosed for your approval is an ordinance repealing Article 12-04 relating to wildlife management program regulations. Mayor Mahoney asked Chief Zibolski to research and report on the efficiency of the program, which began in 2006. The program allowed 45 applicants to hunt deer and turkey within several identified areas adjacent to the Red River with the goal of reducing vehicular crashes due to the surplus of deer and turkeys. Chief Zibolski found that it was unlikely the program has had any significant impact on the number of deer and turkeys within city limits and is no longer an effective program for the following reasons:

- Harvest rates are low;
- An increase in city population now places many identified hunting areas within or adjacent to bike paths and a large number of people and pets; and
- Public safety responsibilities have increased due to the City's population growth, so law enforcement time could be spent elsewhere rather than on program oversight and compliance checks.

As a result of the Chief's report, Mayor Mahoney directed the City Attorney's Office to work with the Fargo Police Department to review and repeal the City's ordinance on this subject. As a result, I am remitting to you for your approval, an ordinance repealing Article 12-04 of the Fargo Municipal Code.

Suggested Motion: I move to receive and file an ordinance repealing Article 12-04 of Chapter 12 of the Fargo Municipal Code relating to wildlife management program regulations and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enc.
cc: Chief David Zibolski, Fargo Police Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING ARTICLE 12-04 OF CHAPTER 12 OF THE FARGO MUNICIPAL CODE RELATING TO WILDLIFE MANAGEMENT PROGRAM-REGULATIONS

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. Repeal.

Article 12-04 of Chapter 12 of the Fargo Municipal Code is hereby repealed in its entirety.

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.

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2a

AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN 220 ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed 220 Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on March 2, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 17, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

All of 220 Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-3", Multi-Dwelling Residential, District to "DMU", Downtown Mixed-Use, District.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

26

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

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 4, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 17, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

All of EOLA Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned to repeal the existing "C-O", Conditional Overlay, District established by Fargo Municipal Ordinance No. 4904 in its entirety and to retain the base zoning of "GC", General Commercial Zoning District, and to enact a "PUD", Planned Unit Development Overlay, District as follows:

A. Allowed Uses.
   1. In addition to the uses allowed within the "GC", General Commercial zoning district, residential use shall also be allowed.

B. Residential Density.
   1. The maximum residential density allowed shall be seventy (70) units per acre.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

C. Parking. The following parking requirements are as follows:
   1. 1.16 parking spaces per residential unit;
   2. 1 space per 230 square feet for commercial uses of retail, office, and restaurant;
   3. Parking can be located anywhere in the development; and
   4. All other parking requirements shall be governed by the Land Development Code;

D. Setbacks.
   1. A reduction to 10 feet on the front, side street, and rear setback.

E. Landscaping.
   1. The parking lot buffer requirement shall be waived.
   2. Perennial open space plant units shall be increased to a maximum of 40% of the requirement.
   3. Open space plant unit placed in the front and street side shall be reduced to 25%.
   4. Open space plant units may be located collectively within the development.
   5. For purposes of determining open space plant units, active recreation area square footages shall be excluded from calculations.
   6. At the final phase of development, all required open space plant units will be verified. Landscaping will increase with review of phased PUD Final Plans. Landscape plans will be submitted with each Final Plan for internal review.

F. Height.
   1. The maximum building height for the overall development and within the proximity of residentially zoned property shall be 85 feet.

G. Open Space.
   1. The development shall have a minimum of 20% open space.

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

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2. Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.

3. All building façades greater than 150 feet in length, measured horizontally, shall incorporate a varied material palette. The varied material palette shall be configured whereas the primary material and color shall not exceed 50% of the building façade, the secondary material and color shall not exceed 30% of the building façade, tertiary material and color shall not exceed 20% of the building façade, and any other materials and/or colors shall not exceed the percentage of the tertiary material. Material square footage shall be inclusive of all glazing and door openings as well as deck projections.

4. Ground floor façades that face public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than 60% of their horizontal length. If the façade facing the street is not the front it shall include the same features and/or landscaping in scale with the façade.

5. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view by parapets, including but not limited to the back of the structure. The average height of such parapets shall not exceed one third of the height of the supporting wall, and such parapets shall not be of a constant height for a distance of greater than 150 feet.

6. Loading facilities shall not be located at the front of structures where it is difficult to adequately screen them from view. All loading and service areas shall be screened from the view of adjacent public streets and public parks through a structure and/or landscaping.

7. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

8. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
   a. The primary entrance(s) to each commercial building, including pad site buildings.
   b. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.
   c. Parking areas or structures that serve each primary building.
   d. Connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access form the public sidewalks to the interior walkway network.
   e. Any public sidewalk system along the perimeter streets adjacent to the development.
   f. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office buildings.

1. The following uses are prohibited:
   a. Detention facilities;
   b. Adult entertainment center;
   c. Off-premise advertising signs;
   d. Portable signs;
   e. Vehicle repair;
   f. Industrial service;
   g. Manufacturing and production;
   h. Warehouse and freight movement; and
   i. Aviation/surface transportation

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(2)

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN GOLDEN VALLEY FIFTH ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on January 5, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 17, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Seven (7), Block One (1); Lots One (1) through Five (5), Block Two (2) of Golden Valley Fifth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "SR-2", Single-Dwelling Residential, District.

Section 2. The following described property:

Lot Eight (8), Block One (1); Lots Six (6) through Nine (9), Block Two (2) of Golden Valley Fifth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "SR-4", Single-Dwelling Residential, District, and "P/I", Public and Institutional, District, with a "C-O", Conditional Overlay, District, to "SR-4", Single-Dwelling

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Residential, District, repealing said "C-O", Conditional Overlay, District, in its entirety.

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

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

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2d

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

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on February 2, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 17, 2021,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) and Three (3), Block Two (2) of Sanford Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, District.

Section 2. The following described property:

Block One (1); Block Three (3); Block Four (4); Lot Two (2), Block Two (2) of Sanford Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "LC", Limited Commercial, District with a "C-O", Conditional Overlay, District as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1. This Conditional Overlay is intended to provide for a higher quality of design than is afforded by the City of Fargo Land Development Code regarding future development within the described property.

2. All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; EIFS (exterior insulation finishing system), glass, metal panes similar to 'Aluco Bond' and synthetic panels similar to 'Trespa'. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used. Horizontal metal lap siding and vertical metal batten shall be allowed on residential and commercial structures, but shall not exceed 75% of the building elevation for residential structures and 50% for commercial structures.

3. All building façades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least 3% of the length of the façade, and extending at least 20% of the length of the façade. No uninterrupted length of any façade shall exceed 150 horizontal feet. An articulated façade would emphasis elements on the face of a wall including change in setback, materials, roof pitch or height.

4. Ground floor façades that face public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50% of their horizontal length. If the façade facing the street is not the front, it shall include the same features and/or landscaping in scale with the façade.

5. Loading and/or service areas/facilities shall be located at the side or rear of buildings and screened from public streets by structures and/or landscaping, with a minimum opacity of 50%.

6. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on at least three (3) sides. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor; however, if the service side does not face any public right-of-way or residentially zoned property the metal gate shall not be required.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

7. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
    a. the primary entrance or entrances to each commercial building, including pad site buildings;
    b. any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development;
    c. parking areas or structures that serve such primary buildings;
    d. connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network;
    e. any public sidewalk system along the perimeter streets adjacent to the commercial development; and
    f. where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.

8. A minimum of 5% of the internal surface area of the parking lot shall be landscaped.

9. Of those permitted or conditionally permitted uses of the base zoning district, the following uses are prohibited:
    a. Detention Facilities;
    b. Adult Entertainment Center;
    c. Off-Premise Advertising Signs (directional signs that are less than 50 square feet in size are exempt from this prohibition);
    d. Portable Signs;
    e. Industrial Service;
    f. Manufacturing and Production;
    g. Warehouse and Freight Movement; and
    h. Aviation/Surface Transportation

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

THE CITY OF Fargo FAR MORE

(3)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 27th, 2021

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

RE: Dangerous Building located at 1343 2nd Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 1343 2nd Avenue South. At its May 17th, 2021 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

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

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson, Inspections Department

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

Property Address: 1343 2nd Avenue South, Fargo, North Dakota

Owner: Jeremy Kelly

A hearing was held before the Board of City Commissioners of the City of Fargo on the 19th day of April, 2021 regarding the property located at 1343 2nd Avenue South, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Jason Henderson, attorney representing the loan servicer [LoanCare, LLC] for the mortgage holder [Lakeview Loan Servicing, LLC] of the property, additionally appeared and provided testimony.

On May 17th, 2021, another hearing was held by the Board regarding the property located at 1343 2nd Avenue South, Fargo, North Dakota. City of Fargo Building Official, Bruce Taralson, appeared and provided testimony. Attorney for Lakeview Loan Servicing, LLC, Jason Henderson, additionally appeared and provided testimony.

The Board heard the testimony offered by the inspections department and the attorney for the mortgage holder, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

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

> Lot East 42.5 Feet of West 85 Feet of South 110 Feet of C, Block Fourteen (14) of the Eddy & Fullers Auditor Outlots Addition to the city of Fargo

The street address for which is: 1343 2nd Avenue South, Fargo, North Dakota, 58103.

2. That Jeremy Kelly, the owner of the property, passed away on March 3rd, 2020, and the subject property has been vacant ever since.

3. That on February 12th, 2021, Bill Thompson, Building and Rental Housing Inspector to the city of Fargo, inspected the property and found the building, consisting of a two-story, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and is a dangerous building in the following respects: (a) multiple broken windows; (b) electricity is turned off; (c) multiple extension cords connected to the neighbor to the east of the property; (d) tampering with electrical panel and meter; (e) multiple squatters; (f) numerous complaint calls to the Fargo Police Department; and (g) debris in rear yard.

5. Further, the City Commission finds that the following conditions exist with respect to the subject property:

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

b. The building it 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 Inspection Department stemming from various inspections of the property on or before February 12th, 2021 in respect to the subject property is hereby accepted as true and correct.

7. That the building located at 1343 2nd Avenue South, Fargo, North Dakota 58103, is hereby found to be a "dangerous building."

8. Notice of Dangerous Building was posted on the property on or about February 12th, 2021, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owners and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

9. The owner or anyone claiming to have an ownership interest in said building have not sufficiently presented cause why the "dangerous building" should not be demolished.

10. Despite being ordered that the building on the subject property should be demolished or necessary 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.

11. That Inspections Department may secure the removal of this building if the owner or anyone claiming an ownership interest in the property fails to comply with city ordinances and demolish the property by July 15th, 2021.

12. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Jeremy Kelly or anyone else claiming an ownership interest, shall demolish the "dangerous building" located at 1343 2nd Avenue South, Fargo, North Dakota by July 15th, 2021.

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 June, 2021.

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: JEREMY KELLY AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1343 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 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 July 15th, 2021.

DATED this _____ day of June, 2021.

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

(4)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 27th, 2021

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

RE: Dangerous Building located at 1426 4th Avenue North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 1426 4th Avenue North. At its May 17th, 2021 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

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

Sincerely,

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson, Inspections Department

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

Property Address: 1426 4th Avenue North, Fargo, North Dakota

Owner: Susan E. Schwartzbauer

A hearing was held before the Board of City Commissioners of the City of Fargo on the 17th day of May, 2021 regarding property located at 1426 4th Avenue North, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property.

The Board heard the testimony offered by the inspections department, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Susan E. Schwartzbauer 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 Eleven (11) of the Reeves Addition to the city of Fargo

The street address for which is: 1426 4th Avenue North, Fargo, North Dakota, 58102.

2. That the subject property is vacant and uninhabitable.

3. That on February 18th, 2021, Lynne Olson, Housing Inspector to the city of Fargo, inspected the property and found the building, consisting of a single story, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and is a dangerous building in the following respects: (a) foundation is buckling and previous bracing has failed; (b) amateur wiring on furnace in basement; (c) evidence of rodent and larger animal infestation; (d) evidence of squatters in building

and garage; (e) building is unsecured and multiple missing and boarded up windows; (f) garage roof is covered with a tarp; and (g) front porch is structurally unsound.

5. Further, the City Commission finds that the following conditions exist with respect to the subject property:

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

b. The building it 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 Inspection Department stemming from various inspections of the property on or before February 18th, 2021 with respect to the subject property is hereby accepted as true and correct.

7. That the building located at 1426 4th Avenue North, Fargo, North Dakota 58102, is hereby found to be a "dangerous building."

8. Notice of Dangerous Building was posted on the property on or about February 26th, 2021, 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 the building demolished within 30 days from the date of the notice.

9. The owner or anyone claiming to have an ownership interest in said building have not sufficiently presented cause why the "dangerous building" should not be demolished.

10. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owner or anyone claiming to have an ownership interest in said building has failed to do so.

11. That Inspections Department may secure the removal of this building if the owner or anyone claiming to have an ownership interest in said building fails to comply with city ordinances and demolish the property by July 15th, 2021.

12. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Susan E. Schwartzbauer or anyone else claiming an ownership interest, shall demolish the "dangerous building" located at 1426 4th Avenue North, Fargo, North Dakota by July 15th, 2021.

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 June, 2021.

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: SUSAN E. SCHWARTZBAUER AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1426 4th AVENUE NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact 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 July 15th, 2021.

DATED this _____ day of June, 2021.

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

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

ATTEST:

_____
Steven Sprague, City Auditor

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

5a

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

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

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

Name of Location: Cowboy Jack's			
Street: 506 Broadway	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (**required**): Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/1/2021
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

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

5a

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

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

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

Name of Location: O'Kelly's			
Street: 3800 Main Ave	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (**required**): Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

5a

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

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

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

Name of Location: Bulldog Tap			
Street: 4265 45th St S	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site **(required)**: Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

56

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

Full Legal Name of Gaming Organization
Metro Sports Foundation

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: Brewtus Clubhouse			
Street: 4400 Clubhouse Dr	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7-1-21	Ending Date(s) Authorized: 6-30-22		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**): East side of Bar middle wall between doors			
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: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

56

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

Full, Legal Name of Gaming Organization
Metro Sports Foundation

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			
Mexican Village			
Street: 3155 45th St S	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7-1-21	Ending Date(s) Authorized: 6-30-22	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)**: left wall of main entrance of bar			
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: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

56

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

Full, Legal Name of Gaming Organization
Metro Sports Foundation

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			
Radisson BIU			
Street: 201 5th st N	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7-1-21	Ending Date(s) Authorized: 6-30-22		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (**required**): South East Corner of Level 2 Bar on second floor			
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
- [x] Pull Tab Jar
- [ ] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [x] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

56

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

Full, Legal Name of Gaming Organization
Metro Sport Foundation

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
Scheels Arena

Street	City	ZIP Code	County
5225 31st AVE S	Fargo	58104	Cass

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of twenty-one tables if zero, enter "0":
7-1-21	6-30-22	0

Specific location where games of chance will be conducted and played at the site **(required)**
Lobby

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known
Fargo Force games & any other unscheduled raffles-drawings determined by mgr.

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
- [x] 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 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

50

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

Full, Legal Name of Gaming Organization: Special Olympics North Dakota

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

Name of Location: Rooters Bar			
Street: 107 Broadway	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/21	Ending Date(s) Authorized: 6/30/22	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (**required**): Entire Bar Restrooms			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

- ☐ 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: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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Telephone: 701-328-2329 **OR** 800-326-9240

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

52

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

Full, Legal Name of Gaming Organization
Sharehouse, Inc.

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

Name of Location			
Ricks Bar			
Street: 2721 Main Ave.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/2021	Ending Date(s) Authorized: 6/30/2022		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site **(required)**: conducted in SW corner of Building games played in entire bar area - Excluding Restrooms			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	**Date**
	6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

5cl

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

Full, Legal Name of Gaming Organization
Shorehouse, Inc

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

Name of Location: Bismarck Tavern			
Street: 522 Broadway	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/2021	Ending Date(s) Authorized: 6/30/2022		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (**required**): Conducted in NE and SW corners games played in entire bar Area - Excluding Rest Rooms			
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)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

51

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

Full, Legal Name of Gaming Organization
Sharehouse, Inc.

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

Name of Location: Baymont Inn/Alibi Lounge			
Street: 1340 21st Ave S	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/2021	Ending Date(s) Authorized: 6/30/2022		Number of twenty-one tables if zero, enter "0": 5
Specific location where games of chance will be conducted and played at the site **(required)**: Conducted in Sw Bar Area games played in entire Bar Area			
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)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

5d

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

Full, Legal Name of Gaming Organization
Sharehouse, Inc.

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

Name of Location: The Roundup Saloon			
Street: 4521 Urban Plains Dr	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/2021	Ending Date(s) Authorized: 6/30/2022		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site **(required)**: Conducted in NW Portion of Bar games played in entire Bar Area - Excluding Restrooms			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

- [x] Bingo
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- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
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- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [x] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [x] Paddlewheels with Tickets
- [x] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

50

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

Full, Legal Name of Gaming Organization
Sharehouse, Inc.

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

Name of Location			
Woody's			
Street: 1550 32nd Ave S	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/2021	Ending Date(s) Authorized: 6/30/2022		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site **(required)**: Conducted Along North Wall of Bar games played in Entire Bar Area - Excluding Restrooms			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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- [ ] Sports Pools
- [x] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [x] Paddlewheels with Tickets
- [x] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/1/2021
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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Bismarck, ND 58505-0040
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25.00 cc 5/11/21

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

Application for: [x] Local Permit *[ ] Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to	Date(s) of Activity	For a raffle, provide drawing date(s):
Grand Chapter Order Of The Eastern Star Foundation, Inc		6/9/2022

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Carolyn Paulsen	Grand Matron	(701) 789-1035

Business Address	City	State	Zip Code
13230 5th St NE	Finley	ND	58230
Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address		
Ramada Inn	3333 13th Ave S		
City	State	Zip Code	County
Fargo	ND	58103-0704	Cass

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

[ ] Bingo [x] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Quilt	$800.00
Raffle	Signet	$100.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 900.00

Intended uses of gaming proceeds: Quilt money will go to Service Dogs of America, Signet money will go to Great Plains Food Bank

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

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

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

Signature of Organizat	Date	Title	Business Phone Number
Carolyn A Paulsen	5/11/21	Worthy Grand Matron	701-789-1035

(66)

$25.00 CC 5/26

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to	Date(s) of Activity	For a raffle, provide drawing date(s):
Ao1 Foundation, Inc	6/26/2021 to 6/26/2021	6/26/21

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Zach Wentz	Executive Dir	(701) 391-5027

Business Address	City	State	Zip Code
4544 Timberline Trail	Whitestown	IN	46075-xxxx

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Newman Outdoor Field	1515 15th Ave N

City	State	Zip Code	County
Fargo	ND	58102-xxxx	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	2 Colts Game Tix	$400.00
Raffle	Signed FB Jersey	$400.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $40,000 per year) $ 800.00

Intended uses of gaming proceeds: AO1 Foundation's General Fund

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

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

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

Signature of Organization or Group's Top Official	Date	Title	Business Phone Number
	5/25/2021	Executive Director	(701) 391-5027

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE (7)

Type: Storm Water Discharge and Treatment Policy – April 2021

Location: Citywide

Date of Hearing: 5/24/2021

Routing	Date
City Commission	6/1/2021
PWPEC File	X
Project File	Jody Bertrand

The committee reviewed a communication from Division Engineer, Jody Bertrand, regarding updating the Storm Water Discharge and Treatment Policy.

In 2019, the Storm Water Discharge and Treatment Policy was rewritten to increase clarity and to identify design requirements for storm water retention and treatment for construction activities in the City of Fargo. The original document was developed in 2001 and various state and local standards had been modified over the years.

The policy was discussed and approved at the PWPEC meeting on May 10, 2021. Upon review for City Commission approval, it was determined that clarification needed to be made regarding the retention requirement associated with the Downtown Mixed Use (DMU) policy dated July 27, 2015, by City Commission.

At the time of the approval of the DMU policy in 2015, the DMU boundary was smaller. Since that time, the boundary has been expanding. With the expansion, we require the properties requesting to be zoned DMU to provide storm water retention per our policy.

The revised Storm Water Discharge and Treatment Policy has been revised to include the DMU boundary associated with the approved DMU policy in 2015. Staff is recommending approval of the Storm Water Discharge and Treatment Policy – April 2021 to include the DMU Zoning requirements.

On a motion by Bruce Grubb, seconded by Tim Mahoney, the Committee voted to approve the updated Policy.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Storm Water Discharge and Treatment Policy – April 2021 including the DMU zoning requirements.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

	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	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

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: Jody Bertrand, Division Engineer

Date: May 24, 2021

Re: Storm Water Discharge and Treatment Policy - April 2021 Update "Revised"

Background:

In 2019, the Storm Water Discharge and Treatment Policy was rewritten to increase clarity and to identify design requirements for storm water retention and treatment for construction activities in the City of Fargo. The original document was developed in 2001 and various state and local standards had been modified over the years.

This policy was discussed and approved at the last PWPEC meeting on May 10, 2021. Upon review for City Commission approval, it was determined that this document should include the previously approved Downtown Mixed Use (DMU) policy dated July 27, 2015, by City Commission. This revision includes the DMU approved policy to limit retention requirements to a pre versus post evaluation. A map of the DMU zoned parcels at the time of the policy adoption in July of 2015 is included as an attachment to this revised policy. As the DMU is expanded to additional parcels, the Storm Water Policy will be enforced for the standard retention requirements.

A revised copy of the policy is attached to this Memorandum.

Recommended Motion:

Recommend approval of Storm Water Discharge and Treatment Policy - April 2021 to include the DMU zoning requirements.

JRB\klb
Attachments

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

City of Fargo

Policy on Storm Water Discharge and Treatment Requirements

April 2021 Update

Table of Contents

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General Storm Water Requirements

Authority and Purpose

The City of Fargo operates a Municipal Separate Storm Sewer System (MS4) under authority of the North Dakota Department of Health Permit NDR04-0000 (Discharge Permit), and City of Fargo Code of Ordinances, Chapters 17 and 37. In compliance with this authority, Fargo has developed this Storm Water Policy (storm water policy). This policy establishes standards for storm water discharges and quality treatment for all development within City of Fargo jurisdiction.

Intent of the Policy

The intent of this policy is to provide guidance to those persons working with the City of Fargo **Storm Water Management Ordinance** and to establish uniform, simplified standards that work within the framework of the City's storm water infrastructure.

Target Audience

This policy is applicable to all development (ref Code of Ordinances, Chapter 37, Paragraph 37-0102 7.) falling under the jurisdiction of the City of Fargo.

Storm Water Management Plan

All previously undeveloped properties and subdivisions, re-plats of existing properties for purposes of development, or re-development of existing developed or un-developed lots one (1) acre in size or larger or part of a larger common development that is one (1) acre in size or larger shall provide a Storm Water Management Plan (plan) for the subject area. Submission and approval of the plan is required prior to plat approval. Plan requirements are discussed in **Appendix A**.

Storm Water Discharge Requirement/Limit

The maximum storm water discharge rate shall be as defined in **Appendix C** and shall apply to the following categories:

1. Newly Platted Ag Conversion that is (1) one acre in size or larger or is part of a common development 1 acre in size or larger

2. Re-plat of current parcel that is part of a common development that is (1) one acre in size or larger

3. Re-development of existing parcel that is part of a common development that is 1 acre in size or larger

Storm Water Management Plan

A Storm Water Management Plan, prepared by a Professional Engineer registered in the State of North Dakota, indicating compliance with the discharge rate and laying out in schematic form the storm sewer on site systems is required for all developments. Detention/retention volume requirements will be established by the discharge limitation and the water quality requirements.

Water Quality Treatment

Water quality treatment is required for all new developments or re-plats one (1) acre in size or larger, common developments collectively one acre or larger, and on existing parking lots receiving full re-construction (category 2 & 3 parking lot section above) that are (1) one acre in size or larger or part of a larger common development. Requirements are specified in **Appendix D**.

Storm Water Detention, Retention, and Discharge Pond Design

Appendix E outlines the requirements for storm water pond design.

Requirements within Special Zones

Appendix F outlines the design parameters and coverage area for special zone areas that have been developed into regional drainage areas.

Appendix G outlines the design parameters for areas of the Downtown Mixed Use properties (DMU)

APPENDIX A:

STORM WATER MANAGEMENT PLAN

1. All newly platted Ag Conversion properties, new lot Subdivisions within a larger common development, and infill projects within a larger platted development equal to or greater than 1.0 acre in size are required to have a storm water management plan that includes those Best Management Practices (BMPs) required for the Addition or Subdivision to meet storm water quality and quantity requirements. Approval of the regional storm water management plan is considered part of the plat approval process.

2. Previously platted lots less than one acre, that are part of a larger common development, will be required to have a storm water management plan when the lot is developed. This storm water management plan shall analyze the impact the addition of this newly improved lot will have on the overall storm water features of the common development. As a minimum, these lots shall drain to a common inlet that is connected to the City storm water system, while meeting the allowable release rate and water quality requirements.

3. Article 37-0201 of the City of Fargo Code of Ordinances states: "An owner must submit to the City Engineer a plan for storm water management and control including detention and retention facilities. The plan shall be submitted, and approval obtained from the City Engineer prior to the owner (a) obtaining approval of an application for a plat, pursuant to Section 20-0907 of the Land Development Code of the City, or (b) engaging in any land disturbing activity.

   The plan may include "in the discretion of the City Engineer, arrangements for further planning and implementation of permanent facilities for storm water management and control by subsequent owners of the property being platted or by the current owner at a later time." Delay in producing the storm water plan will be considered when extenuating circumstances dictate but will generally not be allowed.

4. The storm water management plan, at a minimum, shall consist of:

   a) A Storm Water Management Plan Report prepared using a "Storm Water Modeling System" that provides a modeling report similar in nature to "HydroCad". The report shall document the assumptions, methodologies, and analysis used in arriving at the selected storm water management solution. The report must be "global" in that it looks at the entire area to be developed as well as any impacts to the site created by neighboring areas. The report shall be conceptual in nature and include (1) a narrative describing the existing site conditions, proposed site conditions, types and locations of storm water BMPs proposed to be used, as well as (2) the model calculations for the post-development 2, 10, and 100-year storm events as identified under the most current NOAA Atlas 14 release storm event for Fargo.

b) Conceptual plan drawings and topographic maps noting all items covered in the report.

c) Conceptual Operations and Maintenance (O&M) plan for the system covering all requirements for keeping the system operating as planned.

d) The above-noted items shall be stamped and signed by a Professional Engineer registered in the State of North Dakota.

5. A regional storm water plan can use any combinations of BMPs, selected by the owner and their engineer, enabling the property to meet the storm water quantity and quality requirements. The plan may utilize regional or "on-site" detention/retention and water quality facilities however, per the Fargo Comprehensive Plan; the City desires to see storm water facilities constructed as regional amenities whenever possible. If a regional facility is used, the pond shall be located to facilitate capture of as much site storm water as possible determined by the city engineer, prior to discharging into the City storm water system.

6. The submitted conceptual storm water plan will be reviewed by the City's Engineering Department. The Engineering Department will evaluate the storm water plan and communicate change requirements or recommendations to the owner and their engineer. Changes made to the storm water plan prior to plat approval will be considered part of the original plan. If the plan is very complex, it may be brought before the City Commission for discussion and/or public comment prior to approval.

7. If a subdivided property is covered by a previously approved storm water plan, the previously approved plan shall be reviewed to determine if the subdivided property is still in compliance. A letter from a North Dakota Registered Professional Engineer can accomplish this with city engineer review and approval.

8. The approved plan will exist for the life of the subject property including any changes approved by the City Engineering Department. The final approved plan will be included with the amenities plan.

9. The plan may require dedication of storm water or access easements or additional right-of-way for the construction of storm water conveyance and/or storage facilities.

10. The plan must ensure the subject area conforms to the site specific performance requirements noted in Appendices C and D of this policy.

APPENDIX B:

EXISTING PARKING LOT STORM WATER REQUIREMENTS

Current parking lots that have existing gravel surfacing, asphalt surfacing, concrete surfacing, or are being expanded shall comply with the requirements outlined in this Appendix and shall follow the following categories.

1. Application of these requirements and whether or not City Storm sewer is available within a reasonable distance of the site shall be as determined by the City Engineer.

2. Parking lots that expand over time beyond the original grandfathered project may add enough impervious surface thru surfacing or added buildings to trigger storm water requirements.

3. Existing Parking Lot maintenance or repairs that includes up to complete removal of asphalt or concrete surfacing, localized repair of gravel or subgrade, or surface treatments (spray coatings, chip/fog seals, crack sealing, striping) with no expansion of the current parking areas and result in no change in drainage will be exempt from the storm water requirements.

4. For existing parking lots that are (1) one acre to under (3) three acres and that involve full asphalt or concrete removal, or extensive gravel and subgrade modifications, or mill and overlays that result in modification of drainage patterns, the site shall be required to collect on-site storm water into inlets, add a water quality device, and convey storm water into the City storm water system. A pre versus post engineering drainage study shall be done. If the pre versus post flows are the same or less then no detention is required. If the pre versus post flows are larger then detention shall be required to mitigate the increase in flow only.

5. Existing parking lots (3) three acres or larger that involve full parking lot reconstruction (to include full pavement & base removal) shall be required to collect on-site storm water in inlets and convey storm water into the City storm water system and shall comply with storm water requirements contained in APPENDIX C & D for modeling, discharge rate control, and water quality for the existing parking lot being reconstructed and improved.

6. A pre-post storm water model shall be accomplished for any site, one acre or larger, on which a building addition/expansion is triggering expansion of the parking lot(s). If the post-construction model results in a greater 100-year storm discharge volume than the pre-construction model, discharge rate of the added volume shall meet City discharge rate requirements. If the new impervious area is over one acre, water quality requirements must also be met.

APPENDIX C:

SITE DEVELOPMENT - STORM WATER DISCHARGE REQUIREMENTS

1. The discharge rate for storm water discharging from any site, greater than 3 acres in size, into any drain system within City jurisdiction, shall be limited to 1 cfs/acre. For parcels between 1 and 3 acres the maximum discharge shall be per the following table:

Parcel Size (Acres)	Release Rate (cfs)
1.0	2.00
1.1	2.05
1.2	2.10
1.3	2.15
1.4	2.20
1.5	2.25
1.6	2.30
1.7	2.35
1.8	2.40
1.9	2.45
2.0	2.50
2.1	2.55
2.2	2.60
2.3	2.65
2.4	2.70
2.5	2.75
2.6	2.80
2.7	2.85
2.8	2.90
2.9	2.95
3.0	3.00

This table shall apply to all projects covered under this policy except existing parking lots, which are defined in Appendix B.

2. A storm water report, prepared using a "Storm Water Modeling Software" that provides a modeling report similar in nature to "HydroCad", is required for all developments one acre in size or greater or if part of a larger common development that is 1 acre or larger. The report must include hydrographs depicting flows into and out of all detention/retention facilities and note all flows into the City storm sewer system. In addition to the report, all site plans for sites requiring storm water infrastructure must include:
   - a summary table of post-construction flows for the 2, 10, and 100 year storm, as identified under the most current NOAA Atlas 14 release storm event for Fargo
   - a detail drawing of the outlet structure indicating maximum water elevations for the 2, 10, and 100 year storms, and
   - a written description of the proposed water quality treatment method

3. All sites except existing parking lots (as described in Appendix B) are required to comply with the State Water Quality Design Considerations. Water Quality Design Consideration information is included as **Appendix D** to this policy.

4. The discharge rate noted above will drive detention requirements for a particular site. Dry or wet ponds, oversized pipe, underground storm water storage facilities, or other methods can be used to achieve required storage volumes.

   If a "regional" detention system, as opposed to site-specific ponds, is chosen for the development area, all water shall be routed to the regional pond prior to discharge into the City system. The original, storm water conceptual plan (see Appendix A) must address the conveyance of storm water from all parcels in the development to the regional detention facility.

   If the City of Fargo storm water utility system provides conveyance to the regional facility, the 1.0 CFS/acre criteria shall be used unless otherwise planned for - if the owner requires larger flows to the regional facility, this must be considered/negotiated during the development of the original regional storm water plan and the original amenities plan (such as parallel storm sewer lines or open channel flow to existing ponds).

5. Discharge or overland flow of storm water onto a neighboring property shall not be allowed unless included in the regional plan (see Appendix A) and facilitated through the designation of required easements, dedications, or other methods allowing such conveyance.

6. The State of North Dakota Water Quality standards will be met, the method of treatment shall be selected by the design engineer from the options presented in Appendix D (Water Quality Design Considerations)

7. Construction of "rain gardens", "grassy swales", and other methods of achieving water quality are encouraged and will be evaluated on a case-by-case basis.

8. Criteria for construction of regional detention facilities is discussed in **Appendix E**.

9. Each plan set submittal requiring retention/detention shall include a storm system table identifying:

   - Lot size (acreage and square feet)
   - % impervious area
   - Required retention/detention volume (100 year storm event)
   - Supplied retention/detention volume (100 year storm event)
   - Water quality method being proposed including manufacturers data
   - Release rate allowable (cfs)
   - Release rate actual (cfs)

APPENDIX D:

MS4 REQUIREMENTS

The following information is taken directly from page 21 of the current North Dakota NDR04-0000 MS4 Permit, dated April 1, 2016.

Water Quality

A water quality treatment system is required in developments as defined under Appendix C Storm Water Discharge Requirements. The system at a minimum must meet the standards specified below.

The post-construction controls for managing water quality for reducing pollutants carried in the first flush of storm water runoff are outlined below.

The design considerations for treating a water quality volume for common post-construction controls are as follows:

Control	Water Quality Design Consideration
Wet Detention Ponds	Water Quality Volume (Vwq) **= 1800 cu-ft per impervious acre draining to the pond.** The drawdown time for the Vwq should be a minimum of 12 hours.
Dry Detention Ponds (w/Extended Detention)	Extended Detention / Water Quality Volume (Vwqed) = **1800 cu-ft per impervious acre draining to pond**. The drawdown time for the Vwqed should be a minimum of 24 hours and not more than 72 hours.
Infiltration	Water Quality Volume (Vwq) = 0.5 inches from impervious area. The volume captured in rain gardens, or passed through bio filters with under drains, would be grouped with infiltration for water quality treatment.
Flow-Through Treatment Devices	Size devices to treat the first 0.5 inches of runoff from impervious area.
Redevelopment / Retrofit	Incorporate water quality criteria by reducing impervious surface area and implementing controls to treat the first 0.5 inches of runoff from impervious areas.

The water quality criteria apply to on-site or regional systems for post-construction storm water management. The water quality considerations do not replace or substitute for water quantity or floodplain management for development. The water quality features may be incorporated into the design of structures for flow control; or water quality control may be achieved with separate features. Flow-Through Treatment devices such as "Defenders ™" shall provide as a minimum 80 percent removal of sediment with a particle size distribution equivalent to the standard OK-110 at a feed concentration of 300 mg/L. The treatment device design shall include a bypass for storm flows above the ½" rain event from the impervious area being served.

If it is impractical to meet the water quality criteria, alternative practices may be used (e.g., grassed swales, smaller ponds, or grit chambers). If a combination of practices is used, the water quality volume is accounted for on a percentage basis. Low impact development and/or green infrastructure practices may be used as an alternative to post-construction controls.

The selection and design of post-construction controls must consider clogging or obstructions, freeze- thaw cycles, effects on slope stability and groundwater, and the ability to effectively maintain the control. Design post-construction controls for ease of inspection and maintenance access (e.g., a stabilized access that allows equipment to enter a pond).

Recommended resources for planning and designing controls for urban storm water runoff are found in the "North Dakota Storm Water Criteria Manual"
https://www.dot.nd.gov/manuals/design/designmanual/designmanual.htm

The property owner is responsible to operate and maintain the water quality device in accordance with the manufacturer's recommendations. The property owner shall maintain records of maintenance of the water quality device and shall prepare an annual inspection report. These records are to be maintained with the property owner and shall be made available to the City if requested.

APPENDIX E:

STORM WATER DETENTION, RETENTION, AND DISCHARGE POND DESIGN

The following information shall apply to Standard Regional Pond Design. The City may take ownership of a storm water pond that is designed according to the following criteria.

Design Requirements:

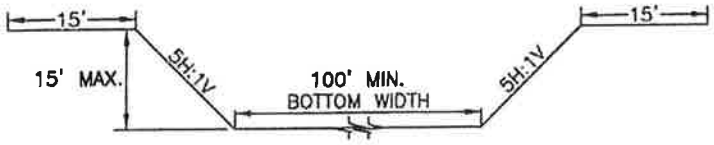
- Pond design shall be in conformance with the Current NDPDES permit.
- Minimum pond design shall be a 100-year rain event based upon the current NOAA Atlas 14 published data for Fargo and shall include one (1) foot free board. All design modeling shall be done using HydroCad or equal commercially available modeling software. The proposer shall provide to the City a hardcopy Drainage Report signed by a ND Professional Engineer and shall provide an electronic copy of the complete design drainage model.
- Drainage and pond modeling shall include 2 year, 10 year, and 100 year 24 hour rainfall events as part of the analysis model.
- To qualify as a "Regional Pond" for purposes of City ownership and maintenance the minimum pond size for a **"Dry Pond" shall be 7.5 acre-feet** with a minimum bottom width of 100' and the minimum pond size for a **"Wet Pond" shall be 15 acre-feet** with an average bottom width of 100'. However, the City will review on a case-by-case basis whether a pond qualifies as a "Regional Pond" for purposes of City maintenance if its size is smaller than the minimum size identified.
- Pond design shall include 15 feet minimum of level ground from the top of back slope of the pond to the property line.
- Dry Pond-slopes shall be 5:1 or flatter up to 15 foot of vertical depth, 6:1 or flatter if 15 foot of vertical depth or greater, 1.5% grade in pond bottom to low flow channel and 0.4% grade from pond inlet to pond outlet with channel liner and 1% grade from pond inlet to pond outlet without channel liner. Dry ponds do not require a safety bench and slope protection armoring if less than or equal to 10 feet deep. Dry ponds do require a safety bench and slope protection armoring if greater than 10 feet deep. Dry ponds do require a sloped pond bottom and an underdrain system sufficient to maintain a "dry" state.
- Wet Pond-slopes shall be 6:1 or flatter up to 15 foot depth. If the designer wishes, the pond to be deeper than 15 foot a geotechnical evaluation of the pond slope stability is required. If the pond backs up to residential homes or legal drains, a geotechnical evaluation of the pond slope stability is also required. The pond shall be designed with safety features such as edge plantings to deter entrance to

ponds and a safety ledge or bench at pond perimeter 1 foot to 2 foot below normal water level and extend out 10 feet before continuing on slope.

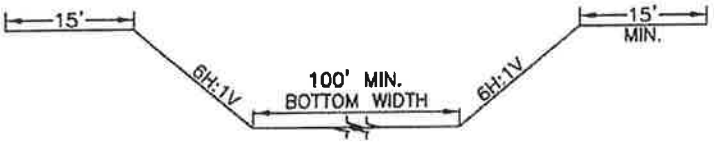
- Slope protection on wet ponds shall be installed to one foot below safety bench or 1 foot above and 1 foot below normal water level whichever is greater. The slope protection shall be riprap or turf reinforcement with seeding. The remainder of exposed slopes shall be turf reinforcement and seeded. Rip Rap shall meet City of Fargo standards and NDDOT standards.
- No fountains or bubblers shall be allowed within City owned regional wet ponds. All pond aesthetic features such as shape, side slopes, and vegetation that are proposed shall be identified on the plans and match the land area requirements identified in the Zoning Ordinance and project development master plan.
- A City owned "Regional Pond" should have sufficient right of way access for routine and special maintenance as determined by the City Engineer.
- The pond drawdown time criteria is outlined in Appendix D.
- The pond design shall include a control outlet structure with emergency over flow design. The over flow structure shall include provisions to prevent overflows from affecting adjoining properties. The out flow and over flow structure shall be designed to prevent plugging, be easily accessible to maintenance personnel, and shall require minimal maintenance. Maximum out flow to a City storm sewer shall be as defined in Appendix C. The release rate may be less depending on meeting water quality standards as defined in Appendix D. However, the minimum outlet orifice size shall be 3 inches and shall have a screen ahead of the orifice to prevent plugging.
- For ponds to be accepted by the City for maintenance and operation as a "Regional Pond" the features in general shall not result in unusual and/or costly future operation and maintenance as determined by the City Engineer. Bridges and box culverts if required shall meet the design criteria of the regulating authority and shall meet State and Federal safety standards.
- Ditches, swales, and channels may be designed for a variety of capacities depending on the protection required. When ditches serve as a primary water surface collector in the upper part of a drainage basin, they shall be designed per NDCC 89-14-01 except that as a minimum, shall convey the 10-year storm event without ponding in the roadway or adjacent private property. The City Engineer will ultimately decide if ditches, swales, or channels are allowed in lieu of conventional underground piping.

- The City of Fargo Storm Water Service Charge policy identifies credits that may be achieved through building of detention or retention ponds larger than as determined by this policy. Developers and designers are encouraged to familiarize themselves with the current Storm Water "Determination and Review Policy" for storm water fees.
- The minimum orifice size shall be 4 inches due to the likelihood of clogging. The engineer shall also look at the addition of a trash rack or other shield or guard installed within the control structure to aid in operation and maintenance.
- The following details shall provide minimum standards for pond design.

NOTES:
- 15' MAX. VERTICAL DEPTH
- MIN. POND SIZE = 7.5 ACRE/FEET
- MIN. 100' BOTTOM WIDTH
- MIN. 1' FREE BOARD FOR 100 YEAR EVENT
- NO BENCH REQUIRED



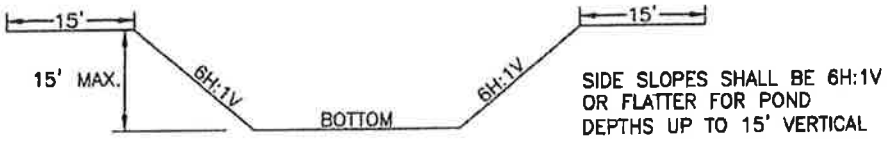
DRY POND
(15' MAX. VERTICAL DEPTH)



DRY POND
(GREATER THAN 15' VERTICAL DEPTH)

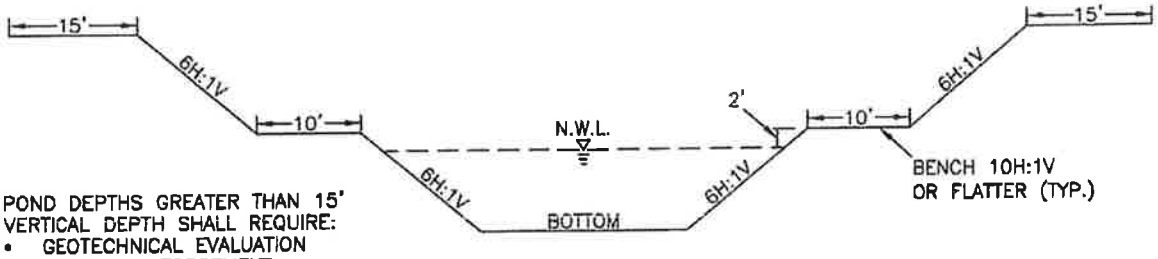
NOTE:
SIDE SLOPES DISPLAYED WITH 5X VERTICAL EXAGGERATION

THE CITY OF Fargo PAR MORE ENGINEERING DEPARTMENT	ORIGINAL: 2019	
	TYPICAL DRY STORM WATER POND DETAIL	
	APPROVED:	DATE:



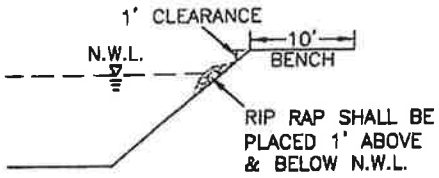
SIDE SLOPES SHALL BE 6H:1V OR FLATTER FOR POND DEPTHS UP TO 15' VERTICAL

WET POND
(15' MAX. VERTICAL DEPTH)



POND DEPTHS GREATER THAN 15' VERTICAL DEPTH SHALL REQUIRE:
- GEOTECHNICAL EVALUATION
- SLOPE REINFORCEMENT

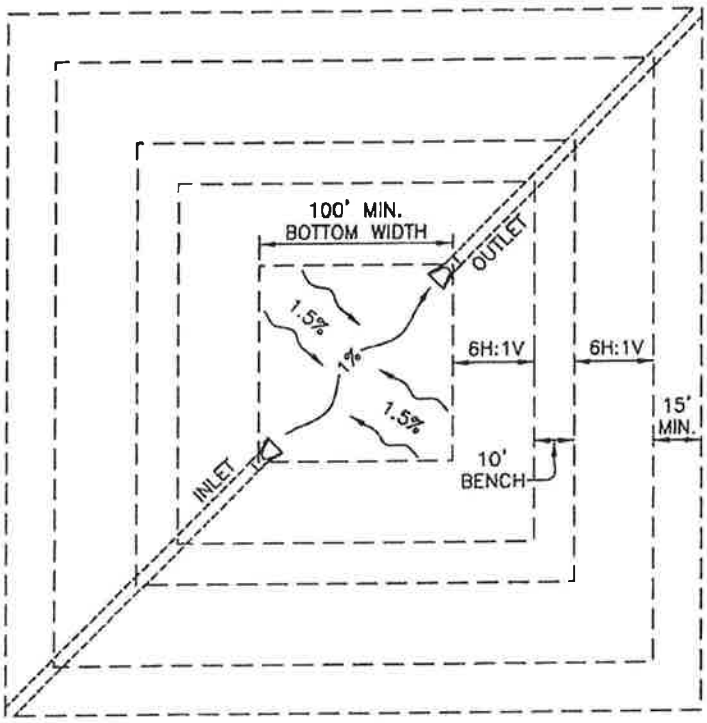
WET POND
(GREATER THAN 15' VERTICAL DEPTH)



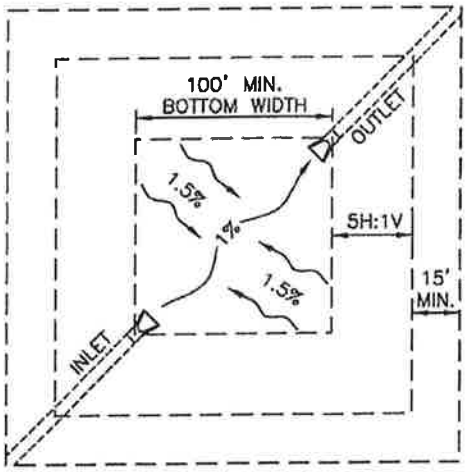
TYPICAL RIP RAP
PLACEMENT

NOTE:
SIDE SLOPES DISPLAYED WITH 5X VERTICAL EXAGGERATION

THE CITY OF Fargo FAR MORE ENGINEERING DEPARTMENT	ORIGINAL: 2019 **TYPICAL WET STORM WATER POND DETAILS** APPROVED: DATE:



POND BOTTOM PLAN VIEW
(GREATER THAN 15' VERTICAL DEPTH)



POND BOTTOM PLAN VIEW
(15' MAX. VERTICAL DEPTH)

THE CITY OF Fargo FAR MORE ENGINEERING DEPARTMENT	ORIGINAL: 2019 **TYPICAL POND BOTTOM DETAIL**	
	APPROVED:	DATE:

APPENDIX F:

Special Zones

1. Southwest Metro Storm Water Design Parameters and Pond Coverage

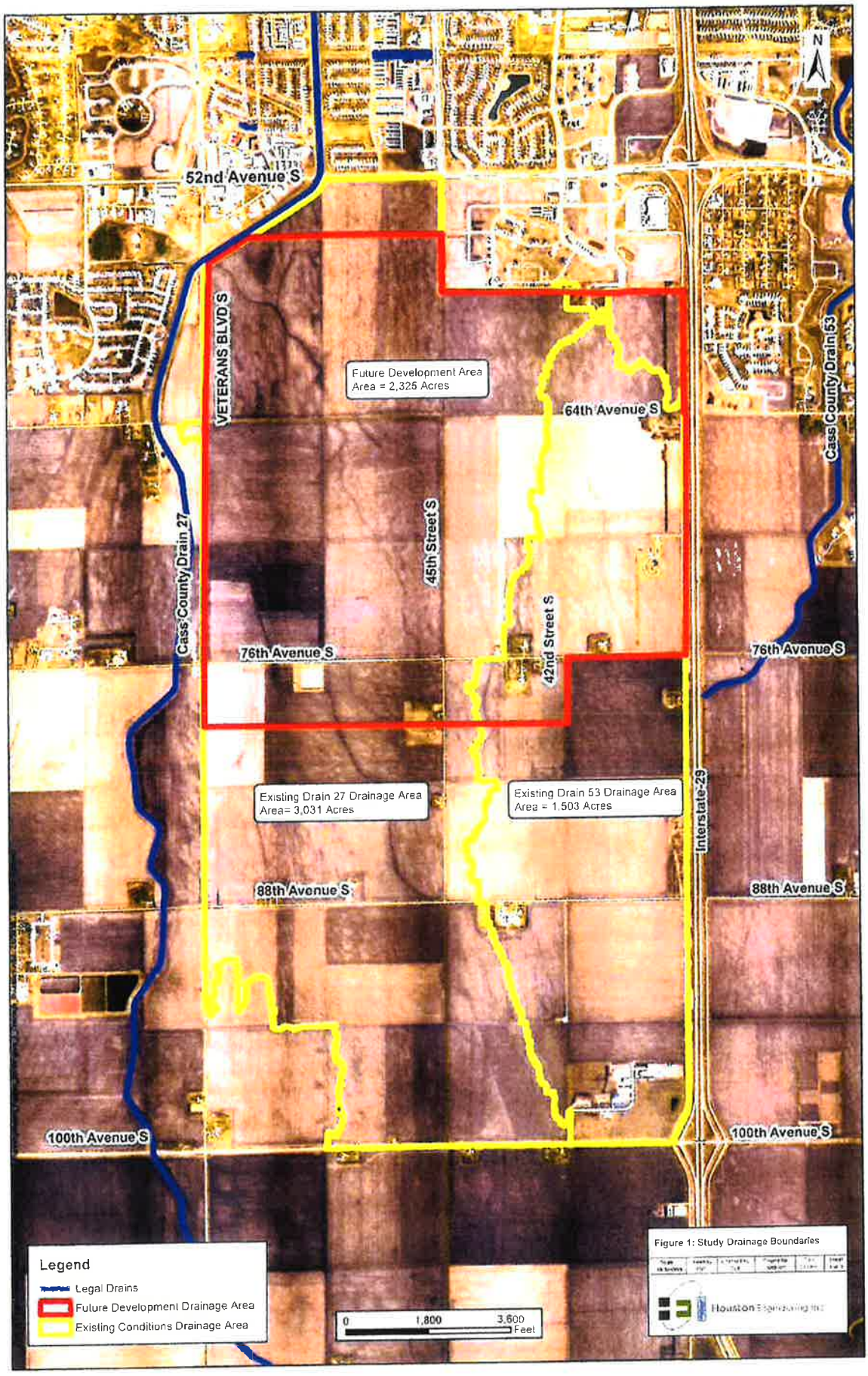
The following information shall apply to the coverage area for the new southwest Metro Storm Water Pond. Properties that develop in the area shown will have regional storm water detention and storm water quality coverage managed by the City of Fargo. Maps of the drainage boundaries and conceptual design are found in this Appendix. Fargo is moving forward in 2021 to construct the Lift Station and the first phase of the Southwest Metro Storm Water Pond. Drainage ditches and storm sewer piping within public right of ways and easements will be installed as properties and streets develop. Interim measures may be necessary to be constructed, while the larger system is being fully designed and developed due to proposed improvement parcel's location and distance from current completed conveyance system components. This storm water master planning will allow properties within the area outlined, to build without requirements for meeting discharge and water quality requirements outlined in this Design Policy. However, developing properties will need to be aware that the City of Fargo designs their street storm sewers for a 2-year rainfall event on local streets and 5-year rainfall event on arterial streets and developing properties shall design their sites to account for the limited street conveyance of storm water if not directly discharging to the conveyance ditch system or the pond.

2. Downtown Mixed Use Zoning (DMU) Requirements

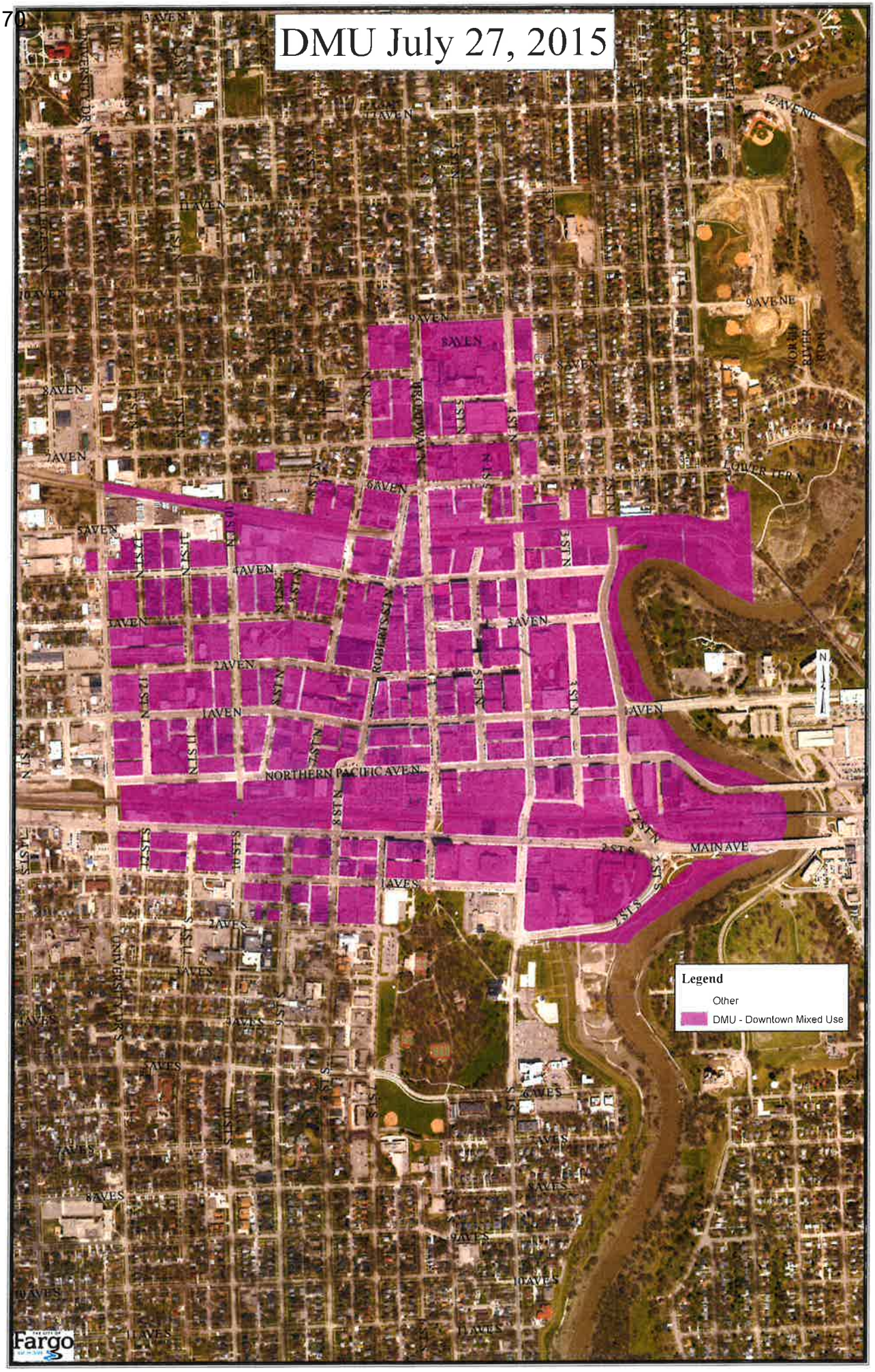
A modification to the storm water retention policy for the existing areas classified as within the downtown mixed use zoning district as of July 27, 2015 and approved by City Commission, this policy is as follows: Any development on a parcel one acre in size or larger within the DMU shall be allowed a maximum storm water runoff rate that is not greater than the existing conditions runoff rate from the parcel for the 2, 10 & 100 year, 24 hour synthetic rainfall events. No storm water retention will be required on the parcel unless necessary to maintain the runoff rate below the existing (pre-development) runoff rate. Lots under 1 acre are exempt from the retention requirements.

This change in policy does not affect the North Dakota Department of Health's water quality requirements. All development of any parcels within the DMU would still be required to follow, as applicable, these water quality requirements set by the Department of Health.

For parcels completing a zoning change to DMU after the effective date of July 27, 2015, property improvements will meet all storm water retention standards per the policy.


N
52nd Avenue S
VETERANS BLVD S
Future Development Area
Area = 2,325 Acres
64th Avenue S
Cass County Drain 53
45th Street S
Cass County Drain 27
42nd Street S
76th Avenue S
76th Avenue S
Existing Drain 27 Drainage Area
Area= 3,031 Acres
Existing Drain 53 Drainage Area
Area = 1,503 Acres
Interstate-29
88th Avenue S
88th Avenue S
100th Avenue S
100th Avenue S
Legend
Legal Drains
Future Development Drainage Area
Existing Conditions Drainage Area
0
1,800
3,600
Feet
Figure 1: Study Drainage Boundaries


PRELIMINARY
Not for Construction
OPTION 2
STORMWATER MASTER PLAN
PROJECT FM-XX-XX
SEAL
Figure 3
Houston Engineering
CITY OF Fargo
SECTION NO. 1
SHEET NO. 2 of 2
INTERSTATE I-29
52ND AVE S
PHASE 1 AREA
64TH AVE S
45TH ST S
76TH AVE S
VETERANS BLVD
20' BOTTOM
8:1 SIDE SLOPES (TYP)


DMU July 27, 2015
Legend
Other
DMU - Downtown Mixed Use
NORTHERN PACIFIC AVE N
MAIN AVE
ROBERTS ST N
UNIVERSITY DR S
Fargo

8

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Outdoor Dining License Agreement

Location: 13 8th Street South

Date of Hearing: 5/24/2021

Routing	Date
City Commission	6/1/2021
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a request from Nichole Hensen to use a portion of the boulevard for outdoor dining.

Nichole's previous License Agreement for outdoor dining has expired and does not meet current guidelines for a permit under the Outdoor Dining Ordinance. Staff are currently working on updating Municipal Code 18-0313 – Outdoor Dining and creating an Outdoor Dining Policy for dining requests that cannot meet the new Ordinance.

Staff is recommending approval of this License Agreement between the City of Fargo and Nichole's Fine Pastry.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the License Agreement with the Nichole's Fine Pastry for outdoor dining at 13 8th Street South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the License Agreement with Nichole's Fine Pastry for outdoor dining at 13 8th Street South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

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: Kristy Schmidt, CE II

CC: Nichole Hensen, Nichole's Fine Pastry

Date: May 19, 2021

Re: Nichole's Fine Pastry, 13 8th Street South Outdoor Dining

---

Nichole Hensen has submitted a request to continue the use a portion of the boulevard for outdoor dining. The previous license agreement with Nichole's for outdoor dining has expired. Since it is not continuous with the building, it does not meet current guidelines for a permit under the Outdoor Dining Ordinance.

Staff is currently working on updating Municipal Code 18-0313 – Outdoor Dining and creating an Outdoor Dining policy for dining requests that cannot meet the new Ordinance. We hope to have these two items presented to this committee in the next couple of months for your review. We would like to implement the new Outdoor Dining Ordinance and policy prior to dining season 2022.

All materials will be removed during inclement weather similar to a dining encroachment. There will be no impact to pedestrian walkway or vehicle parking with her proposal of chair, tables, fencing, and planters.

Staff is recommending approving this license between the City of Fargo and Nichole's Fine Pastry and forwarding the agreement to the City Commission for approval.

Recommended Motion:

Approve the license agreement for outdoor dining at 13 8th Street South.

Attachment



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

13 8th St S

1:1,399

5/19/2021 2:25 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

THE CITY OF Fargo FAR MORE

Nichole's
FINE PASTRY

13 South 8th Street
Fargo ND 58103
701-232-6430

May 19, 2021

Donald Kress
Planning Coordinator
City of Fargo
DKress@FargoND.gov

Kristy Schmidt
Civil Engineer II
City of Fargo
KSchmidt@FargoND.gov

RE: Request for a renewal on parklet agreement

During the spring/summer of 2019 I made some changes to my outdoor seating. At that time, I was told to request a parklet agreement from the City of Fargo to accommodate. The outside dining area provides seating for guest enjoyment from approximately Memorial Day to Labor Day. Prior to 2019 I had an 'old style' barrier constructed from a metal fence mechanism that was taken in and out each day. Along with carrying in the fence my staff would bring in the tables and chairs each night AND take them back out in the morning. The 'new planter' style system would remain outdoors thru the summer months but taken indoors for the fall and winter months. The tables and chairs would continue to be taken in each night. In 2019 I extended the seating area to the south—just beyond the tree. That space is adequate for two tables and a few chairs.

The fall of 2019 the tree had to be cut down. Earlier this year I asked the forestry department if by chance they would consider not replacing it. I believe the pictures clearly show it's a bit in the way. I wish that they would have considered moving it to the north half of this block as there are no trees there. I also have a light pole and a fire hydrant in front of my building.

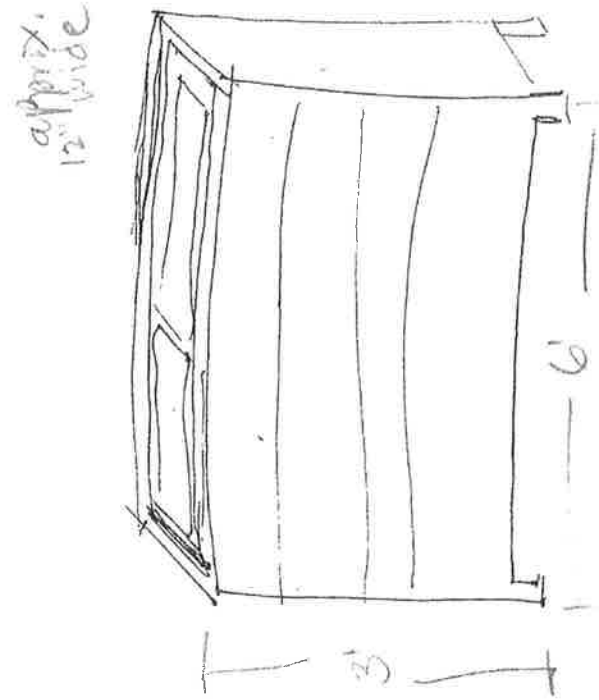
The planter system was very much enjoyed by my customers. I have included a few pictures to show the full affect.

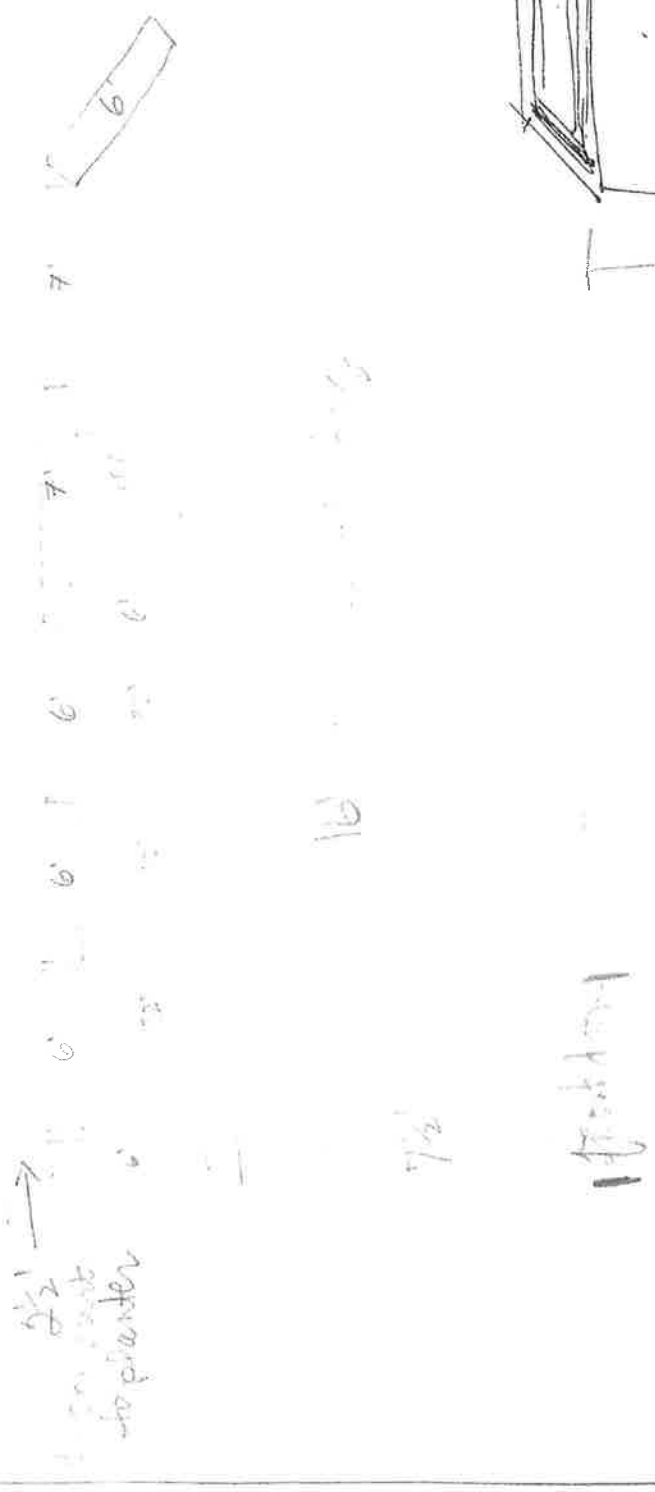
I look forward to hearing from you!

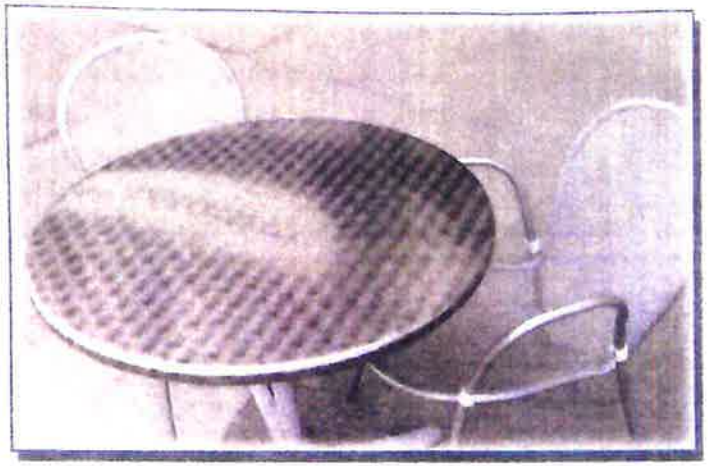
Sincerely,

Nichole Hensen

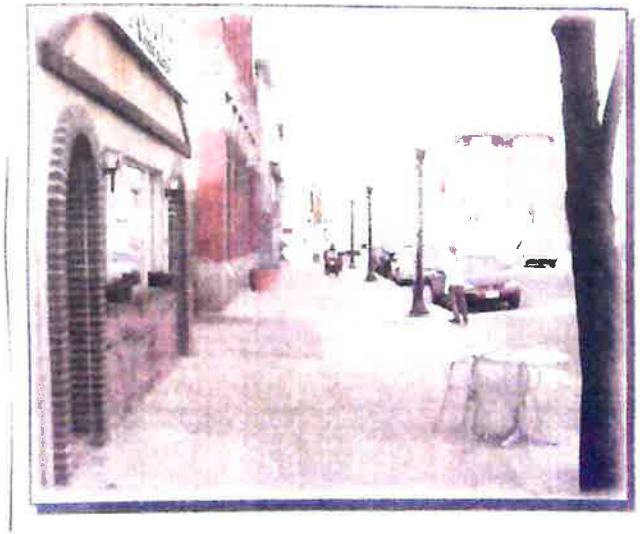
Nichole Hensen


approx. 12" wide
6'
3'





tables and chairs used



view from the south



new planter






MOLER
WALK-INS WELCOME


PEAN & AMERICAN STYLE
espresso • wine • cake • pastry
Nichole's

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of this 26th day of May, 2021 (the "Effective Date"), by and between the City of Fargo, a North Dakota municipal corporation (City) a North Dakota Corporation, Nichole's Fine Pastry, LLC ("Nichole's Fine Pastry), 13 8th Street South, Fargo, ND 58107.

WHEREAS, City has right of way interests in 8th St South, a public street; and

WHEREAS, City has general control of all public ways within its boundaries, including but not limited to 8th Street South; and

WHEREAS, City has the authority to regulate the design, use and activities on certain portions of 8th Street South between the sidewalk and the curb; and

WHEREAS, City seeks to implement a pilot project wherein the area located adjacent to 8th Street and the traveled sidewalk (with appropriate improvements) will be used for a public (Parklet); and

WHEREAS, Nichole's Fine Pastry has requested permission to install a Parklet in the boulevard space between the parking lane and the pedestrian travel path located on 8th Street South immediately adjacent to Nichole's Fine Pastry(Space), as shown on Exhibit A attached hereto; and

WHEREAS, the City wishes to grant to Nichole's Fine Pastry a license to temporarily use the Space for a Parklet, as further described in this Agreement, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, the City and Nichole's Fine Pastry agree as follows:

1. Grant of license.

The City hereby grants Nichole's Fine Pastry an exclusive, non-transferable license to enter upon and use the Space to create a Parklet and provide a dining space. Nichole's Fine Pastry shall make no other use of the Space without first obtaining the written permission of City. This License gives Nichole's Fine Pastry the right to add dining tables and planters, and transform the Space into Parklet. These rights are inferior to the City's right of entry.

2. Right of entry.

The City shall retain the right to enter upon, inspect, maintain, or repair the Space at all times during the term of this License Agreement. If the City determines in its sole discretion that it needs to enter

the Space for any reason, Nichole's Fine Pastry, at its expense, shall dismantle any and all improvements it has added to the Space as is necessary for the City to complete its work. In the event of an emergency as determined by City in its sole discretion, City may dismantle the Parklet or remove any of the improvements comprising the Parklet from the Space. The City shall not be liable for any damage to the Parklet should such an emergency situation occur.

3. City Ordinances.

Nichole's Fine Pastry acknowledges that all city ordinances shall apply to the Parklet. This includes, but is not limited to, alcohol ordinances, public performance ordinances, smoking ordinances and noise ordinances. No alcohol shall be permitted to be removed from the licenses premises, and shall not be permitted in the Parklet Space. Nichole's Fine Pastry shall be allowed to place chairs, planters and other seating arrangements and tables as it deems necessary within the boulevard in such a manner as to not impede the pedestrian pathway or parking.

4. Design of Parklet.

The Parklet shall be designed to fit between the pedestrian pathway and the parked vehicles. It is the intention of Nichole's Fine Pastry to make the space function as a dining area. The Parklet shall have multiple raised planters along 8th Street South, along with planter pots, to provide a barrier between vehicles and pedestrians. The planters shall be placed in consultation with the City Public Works Department. The Parklet shall also contain other seating with tables or benches.

5. Maintenance of Parklet.

Nichole's Fine Pastry shall keep the Space, including all elements of the Parklet, clean and in good repair at Nichole's Fine Pastry's sole expense. Nichole's Fine Pastry shall remove all garbage, leaves, etc. from, around and under the Parklet at least once per week, and more as necessary. At the termination of this License, Nichole's Fine Pastry shall restore the Space to the condition it was in immediately prior to this License. In the event the Space is damaged, Nichole's Fine Pastry, at its sole expense, shall repair or restore the Space, as deemed necessary or prudent by the City.

6. Term and termination.

The license granted herein begins on the Effective Date of this License, and terminates on December 31, 2020, unless extended in writing by mutual agreement, or terminated in accordance with this paragraph. Nichole's Fine Pastry shall return the Space to its original condition on the termination date. This includes removing the items from the Parklet and any other items installed in conjunction with the Parklet. Notwithstanding the foregoing, the City shall have the right, in its sole discretion, to revoke or suspend the License granted at such times as the City deems necessary or appropriate. Should the City revoke or suspend this license, Nichole's Fine Pastry shall have 48 hours to remove the Parklet and all accompanying items.

7. Indemnification.

Nichole's Fine Pastry shall indemnify and hold the City, its officers, agents, employees, servants, and contractors harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and/or occupancy of the Parklet or the Space, or negligent or willful misconduct by Nichole's Fine Pastry, its officers, agents, employees, servants or contractors.

8. Insurance.

(a) Nichole's Fine Pastry shall obtain and maintain during the term of this Agreement a policy of commercial general liability insurance with bodily injury limits of $1,000,000.00 for injury or death to one person, $2,000,000.00 per occurrence, and property damage insurance with a limit of $1,000,000.00, with the City named as an additional insured consistent with the additional insured status.

(1) Nichole's Fine Pastry may satisfy the limits required in this section with the combination of primary and excess/umbrella liability insurance policies naming the City as additional insured.

(2) Nichole's Fine Pastry shall provide the City with a certificate of insurance and appropriate endorsements showing the City named as an additional insured on said commercial general liability policy, automobile policies, excess/umbrella policies and any related coverages.

9. Governing Law.

This Agreement shall be governed by the laws of the State of North Dakota, and the parties agree that the venue for the resolution of any disputes will be in the courts of the State of North Dakota.

10. Severability.

If any term or provision of this Agreement is determined by a court to be invalid or unenforceable, such finding will not affect the remaining terms and provisions of this Agreement, which shall remain in full force and effect.

11. Modification.

This Agreement may not be waived, modified or amended, unless in writing signed by both parties hereto.

12. Assignment

Nichole's Fine Pastry shall not make any assignment or transfer of any of its rights, obligations or duties to a third party without the express written permission of the City.

WITNESS our hands and seals the day and year first above written.

CITY OF FARGO, NORTH DAKOTA

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

ATTEST:

_____
Steve Sprague, City Auditor

Nichole's Fine Pastry,

By: Nichole Hensen
Nichole Hensen

Its: _____

Michelle Nitschke
Dated 5-26-2021

MICHELLE NITSCHKE
Notary Public
State of North Dakota
My Commission Expires Jan. 3, 2024

(9)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Outdoor Dining License Agreement

Location: 215 Broadway

Date of Hearing: 5/24/2021

Routing	Date
City Commission	6/1/2021
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a request from Kilbourne Group, on behalf of Jasper Hotel, to use a portion of the boulevard for outdoor dining and to leave the dining furnishings and planter barriers out over night during warm weather.

Staff is recommending approval of this license as a pilot for dining furnishings left out overnight.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee recommended to approve the License Agreement with Jasper Hotel for outdoor dining at 215 Broadway to include leaving furnishings out overnight.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the License Agreement with Jasper Hotel for outdoor dining at 215 Broadway to include leaving furnishings out overnight.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

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: Kristy Schmidt, CE II

Date: May 20, 2021

Re: Jasper Hotel Outdoor Dining License Request, 215 Broadway

---

Heather McCord, Kilbourne Group, has submitted a request for outdoor dining on behalf of Jasper Hotel at 215 Broadway. Their request is to leave the dining furnishing and planter barriers out over night during warm weather. This would allow a 6'-7" pedestrian walkway available for the public.

In discussions with departments that approve Outdoor Dining Permits, they thought this would be a good pilot project to see if would be any issues with dining furniture left out overnight.

Staff is currently working on updating Municipal Code 18-0313 – Outdoor Dining and creating an Outdoor Dining policy for dining requests that do not meet the proposed updated Ordinance. We hope to have these two items presented to this committee in the next couple of months for your review. We would like to implement the new Outdoor Dining Ordinance and policy prior to dining season 2022.

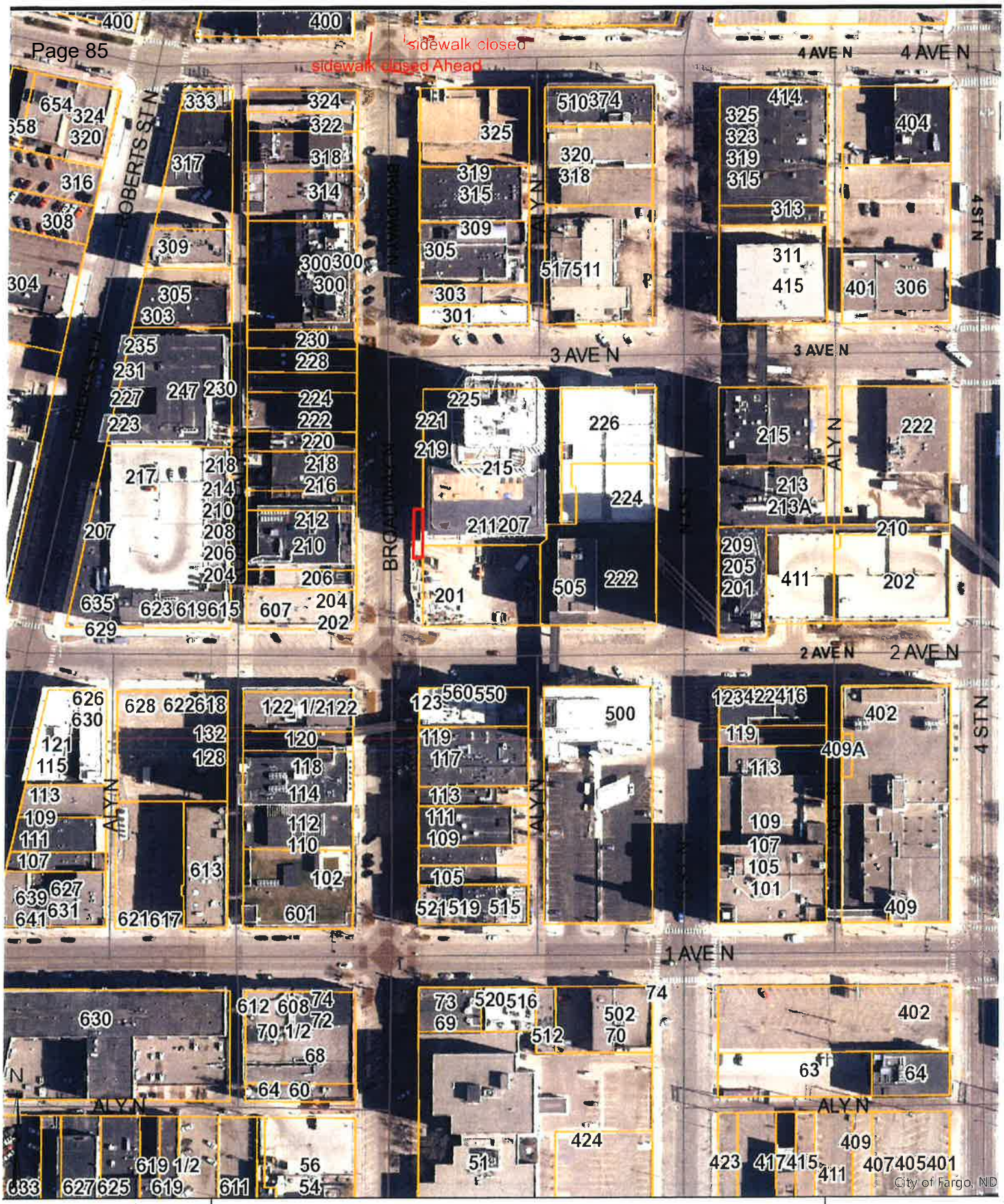
All materials will be removed during inclement weather similar to an Outdoor Dining permit.

Staff is recommending approving this license as a pilot for dining furnishing left out overnight between the City of Fargo and Jasper Hotel and forwarding the agreement to the City Commission for approval. The license will be similar to Nicole's license.

Recommended Motion:

Approve the license agreement for outdoor dining at 215 Broadway for Jasper Hotel.

Attachment



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

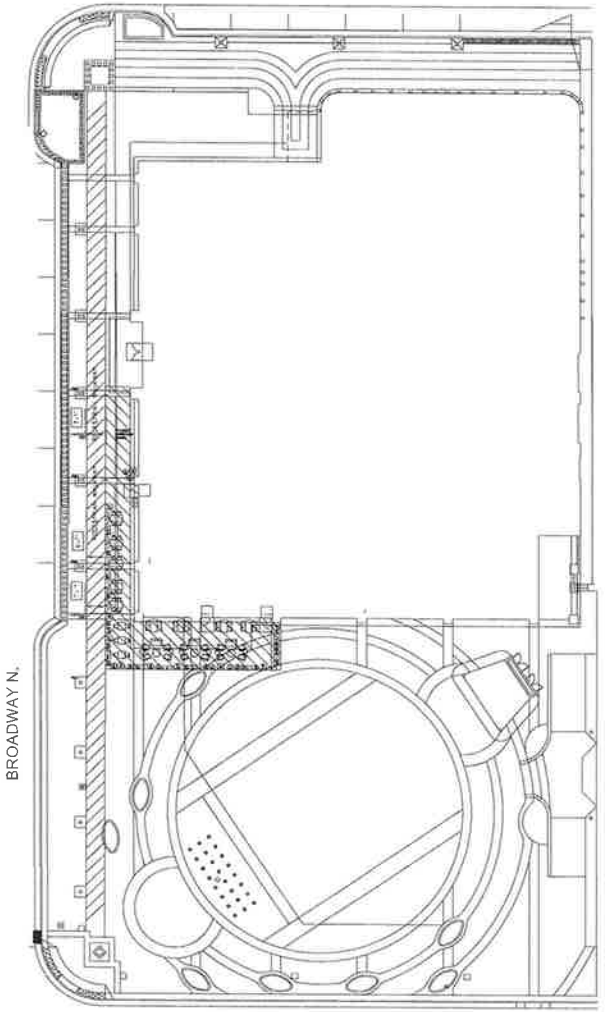
Jasper Hotel Dining

1:2,798

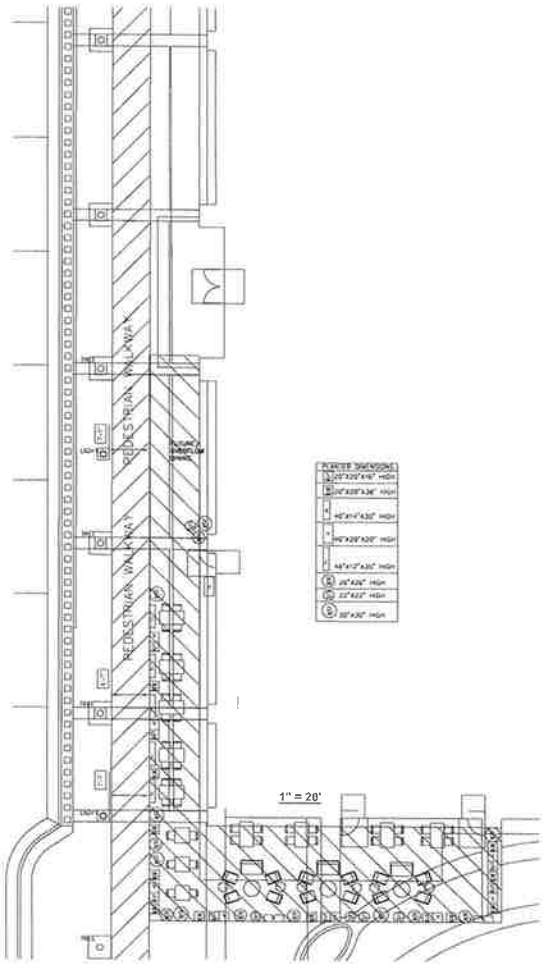
5/20/2021 11:52 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

THE CITY OF Fargo FAR MORE



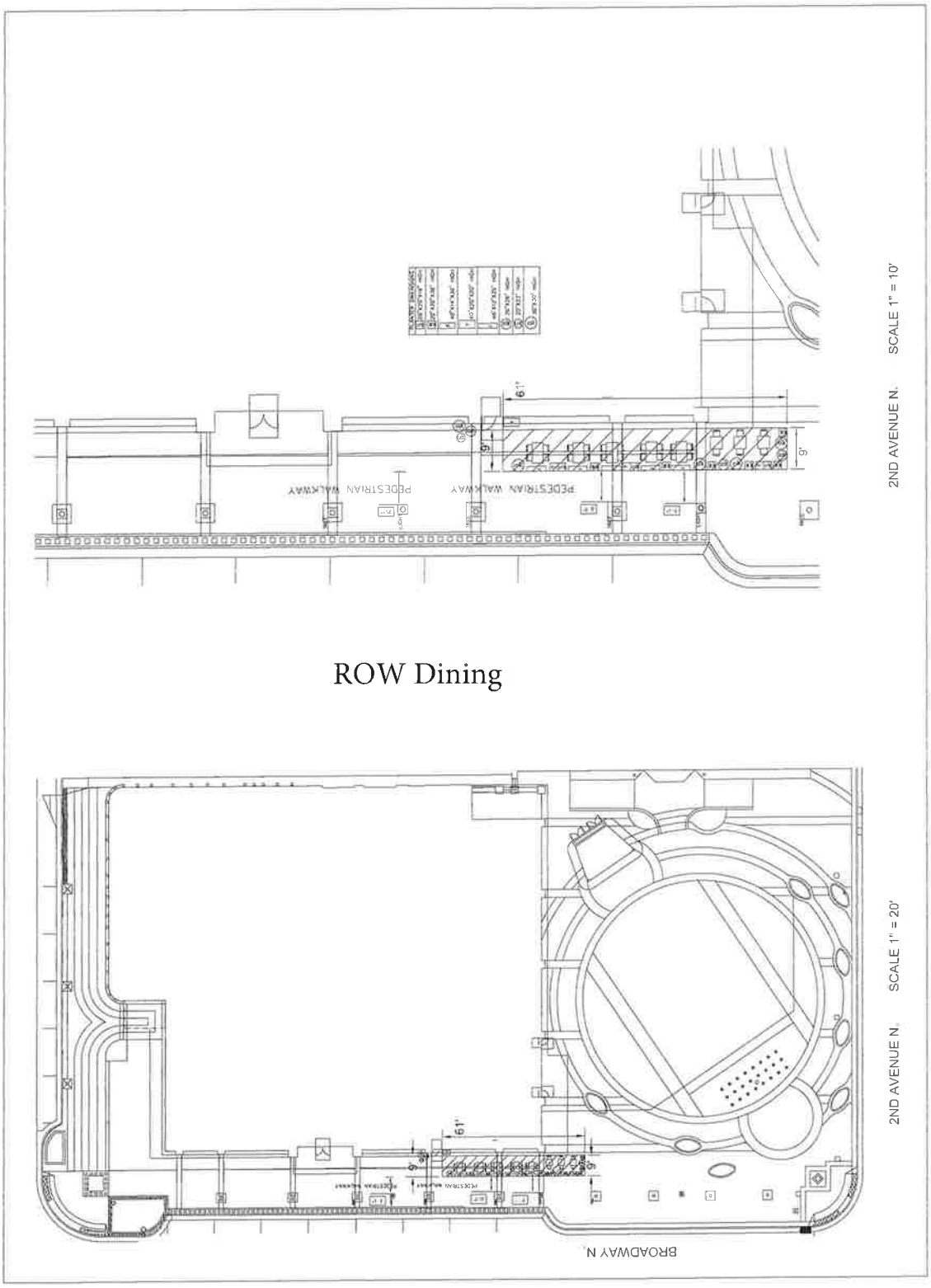
2ND AVENUE N. SCALE 1" = 20'



2ND AVENUE N. SCALE 1" = 10'

DINING
ENCROACHMENT

215 BROADWAY OUTDOOR DINING PLAN



ROW Dining

ENCROACHMENT AGREEMENT
(Sidewalk Dining)

THIS ENCROACHMENT AGREEMENT ("Encroachment Agreement") is made by and between the City of Fargo, a North Dakota municipal corporation ("City"), Block 9 Partners, LLC, a North Dakota limited liability company ("Block 9 Partners"), and Aparium Hotel Group, LLC d/b/a Jasper Hotel ("Jasper Hotel"), manager and operator of the restaurant on the property.

WHEREAS, Block 9 Partners owns the property legally described as follows:

All of Lots 14 through 20, together with a portion of Lots 7 through 13, and a portion of Lot 21, and a portion of the vacated alley, all in Block 9, Keeney and Devitt's Addition to the City of Fargo, Cass County, North Dakota, and all being more particularly described as follows: COMMENCING at the Southeast Comer of said Block 9; thence South 87°07'23" West (assumed bearing), along the southerly line of said Block 9, for a distance of 149.96 feet; thence North 02°51 '30" West for a distance of 102.31 feet to the TRUE POINT OF BEGINNING; thence South 87°05'59" West for a distance of 149.97 feet to a point of intersection with the westerly line of said Block 9; thence North 02°51 '30" West, along the westerly line of said Block 9, for a distance of 197.75 feet to the Northwest Corner of said Block 9; thence North 87°07'24" East, along the northerly line of said Block 9, for a distance of 177.29 feet; thence South 02°54' 12" East for a distance of 172.25 feet; thence South 86°59'36" West for a distance of 19.45 feet; thence South 02°51 '30" East for a distance of 18.00 feet; thence South 44°23'00" West for a distance of 10.90 feet to the TRUE POINT OF BEGINNING (hereinafter referred to as "Property").

WHEREAS, Jasper Hotel intends to operate a restaurant on the property located at street address 215 Broadway North, Fargo, North Dakota ("Restaurant"); and

WHEREAS, Jasper Hotel seeks permission to encroach on a portion of the City right-of-way ("ROW") on the west side of the Restaurant adjacent to Broadway, said encroachment area as shown in Exhibit "A" (hereinafter "Encroachment Area"); and

WHEREAS, Jasper Hotel intends to utilize the Encroachment Area for outdoor dining as permitted in Fargo Municipal Code §18-0313; and

WHEREAS, Jasper Hotel's plans include the installation of raised planters serving as a fence enclosure; and

WHEREAS, Jasper Hotel seeks permission to leave the fixtures and furnishings in the ROW on a continuous basis, deviating from the terms of the sidewalk dining ordinance and thus necessitating this Encroachment Agreement in accordance with its terms; and

WHEREAS, City staff has recommended approval for a Pilot program, thus allowing the encroachment for the 2021 outdoor dining season on a trial basis.

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

1. Block 9 Partners and Jasper Hotel, their successors and assigns, are hereby granted the right to encroach upon the sidewalk on the west side of the Property, said encroachment being for the purpose of an outdoor dining area.

2. A pedestrian travel path of no less than 6' wide must be maintained between the Encroachment Area and the curb and/or any other obstructions in the ROW, including trees and grating, at all times. The travel path must be compliant with the American Disabilities Act ("ADA"). Block 9 Partners and Jasper Hotel are responsible for the assurance of this condition, and shall clear the travel path from any debris or plant matter for the entire space, as shown on Exhibit "A" attached hereto.

3. Block 9 Partners and Jasper Hotel may utilize City ROW for the purpose of installation of a raised planter enclosure, as shown on Exhibit "A" attached hereto.

4. If the sidewalk is damaged, or becomes damaged over time, Block 9 Partners and Jasper Hotel shall be responsible for the replacement of the sidewalk to restore it to its previously

existing condition. Block 9 Partners and Jasper Hotel understand and agree that if the ROW damage repair is necessitated by its activity in the ROW, the repairs must be completed in accordance with City Standards and Specifications. Failure to do so may result in City making such repairs., in accordance with law, at Block 9 Partners sole cost and expense.

5. Jasper Hotel shall be permitted to affix a canopy that when extended shall partially cover the Encroachment Area. The canopy shall be installed in accordance with the Building Code requirements, and shall be no lower than 8' at its lowest point when fully extended. The canopy shall be retracted when not in use over the Encroachment Area, and secured to the building in such a manner as to protect the public.

6. This Encroachment Agreement is specifically subject to Block 9 Partners and Jasper Hotel obtaining all necessary approvals including, but not limited to, building code requirements, building permits, health code requirement, liquor license requirements, and approval of the same by the Sidewalk Marketing Review Committee. The obtaining of said approvals constitutes a specific condition precedent to the effectiveness of this Encroachment Agreement.

7. City shall not be responsible for any damage to the items permitted to be placed in the ROW, for any reason.

8. Jasper Hotel shall be responsible for the security of the Encroachment Area, and for the control of the space from trespassers and others, as permitted by law.

9. The parties agree that this Encroachment Agreement will begin when signed by all necessary parties and all necessary condition precedents are met, and this Encroachment Agreement shall terminate on November 24, 2021, unless extended in writing signed by both parties, snow conditions do not warrant continued use of the ROW, or otherwise terminated in

accordance with this Agreement. Upon termination, all items permitted herein must be removed from the ROW and the ROW restored to its prior condition.

10. Block 9 Partners and Jasper Hotel, their successors and assigns, agree to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, and any other municipal improvements by reason of the use of the ROW permitted by this Encroachment Agreement.

11. Block 9 Partners and/or Jasper Hotel shall obtain and maintain during the term of this Agreement a policy of commercial general liability insurance with bodily injury limits of $1,000,000.00 per occurrence, $2,000,000.00 aggregate, and property damage insurance with a limit of $1,000,000.00, with the City named as an additional insured.

12. This Encroachment Agreement shall be binding upon the heirs, administrators, successors and assigns of the parties hereto. The parties specifically understand that this Encroachment Agreement will not be recorded, and will end by its terms on November 24, 2021.

13. It is specifically understood and agreed that upon the giving of fifteen (15) days' notice, the City may require Jasper Hotel to remove its property from the ROW, thus allowing the City to re-take and to use the ROW, said notice to be given at any time at the City's sole discretion. However, in the event of an Emergency, as determined by City in its sole discretion, Jasper Hotel shall remove the permitted encroachment items from the ROW immediately.

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

15. NOTICE shall be given by regular or email sent to the following:

As to City:

Kristy Schmidt
225 4th Street North
Fargo, ND 58102
feng@fargond.gov
701-241-1571

As to Jasper Hotel:

Mary Orlando
mary@jasperfargo.com
215 Broadway
Fargo, ND 58102
847-337-2809

As to Block 9 Partners:

Mark Johnson
Mark@kilbournegroup.com
210 Broadway Suite 300
Fargo, ND 58102
701-261-8706

Dated this ___ day of _____, 2021.

Aparium Hotel Group, LLC d/b/a Jasper Hotel, a _____ limited liability company

By: _____
Its:

Dated this ____ day of _____, 2021.

Block 9 Partners, LLC, a North Dakota limited liability company

_____

By:
Its:

Dated this ___ day of _____, 2021.

CITY OF FARGO, NORTH DAKOTA, a North Dakota municipal corporation

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

ATTEST:

_____
Steve Sprague, City Auditor

(10)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: 2021 Downtown Al Fresco Dining Areas

Location: Central Business District

Date of Hearing: 5/24/2021

Routing	Date
City Commission	6/1/2021
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a request from the DCP to install one Al Fresco dining location.

The DCP has asked permission to install one Al Fresco dining location in the right of way in the southeast corner of Broadway and 1st Avenue North. Staff is seeking approval of the License Agreement for 2021 and details for the installation including tabletop signing.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee recommended to approve the License Agreement with the DCP for Al Fresco dining to include notification of adjacent properties on the southeast corner of Broadway and 1st Avenue North.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the License Agreement with the DCP for Al Fresco dining to include notification of adjacent properties on the southeast corner of Broadway and 1st Avenue North.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

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: Kevin Gorder, Division Engineer

Date: May 20, 2021

Re: Al Fresco Dining for 2021

DCP has asked for permission to install one Al Fresco dining location in the right of way in the SE corner of Broadway and 1st Avenue North. This item was presented at PWPEC a few weeks ago and was approved as a pilot project for the summer of 2021. Attached is the license agreement for 2021 and details for the installation including table top signing. DCP has this agreement and will return a signed copy prior to submitting to Commission.

Recommended Motion:

Recommend approval of Al Fresco Dining for 2021.

Attachment

Exhibit A



PROPOSED LOCATION: SOUTH OF INTERSECTION AT 1ST AVE N AND BROADWAY

Alfresco Islands

PROPOSAL

MAY-AUGUST 2021

- USE 3 PARKING SPACES ON BROADWAY
- PROVIDE EXTRA GARBAGE CAN
- PROVIDE BARRICADES IN THE FORM OF HEAVY PLANTER BEDS
- 3 TABLES WILL BE PLACED INCLUDING 2 THAT ARE WHEELCHAIR ACCESSIBLE
- DCP WILL PROVIDE ACCESSIBLE RAMP FROM CURB TO TABLES
- BID WILL BE CONTRACTED TO PROVIDE REGULAR MAINTENANCE + WATER PLANTS
- DCP WILL PROVIDE PROOF OF INSURANCE
- DCP WILL REMOVE IF ANY ISSUES ARISE THAT CANNOT BE RESOLVED
- THIS ISLAND WOULD BE SIGNED(SEE ATTACHED)

Table Top Signing



This project made possible by:

interstate PARKING

Downtown COMMUNITY PARTNERSHIP

THE CITY OF Fargo FAR MORE

Equipment used for the Alfresco Island









LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of this 26 day of May, 2021 (the "Effective Date"), by and between the City of Fargo, a North Dakota municipal corporation (City) and Downtown Community Partnership, a North Dakota Corporation, d.b.a. Downtown Community Partnership, (DCP) 207 4th Street N, Fargo, ND 58102.

WHEREAS, the City has right of way interests in the south westerly corner of Broadway and 1st Avenue North (Alfresco Island), a public street; and

WHEREAS, the City has general control of all public ways within its boundaries, including but not limited to the Alfresco Island; and

WHEREAS, the City has the authority to regulate the design, use and activities on certain portions of the Alfresco Island between the driving lane and the curb; and

WHEREAS, the City seeks to implement a pilot project wherein the area located adjacent to Broadway and 1st Avenue North (with appropriate improvements) will be used for a public gathering area and

WHEREAS, DCP, has requested permission to install an Alfresco Island in the parking spaces located on the southwest corner of Broadway and 1st Avenue North (Space), as shown on Exhibit A attached hereto; and

WHEREAS, the City wishes to grant to DCP a license to temporarily use the Space for an Alfresco Island, as further described in this Agreement, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, the City and DCP agree as follows:

1. Grant of license.

The City hereby grants DCP an exclusive, non-transferable license to enter upon and use the Space to create an Alfresco Island and provide a public gathering area. DCP shall make no other use of the Space without first obtaining the written permission of the City. This license gives DCP the right to place planter bed, tables, and ADA devices to ensure ADA compliance planter bed and transform it into a gathering space or Alfresco Island.

2. Right of entry.

The City shall retain the right to enter upon, inspect, maintain, or repair the Space at all times during the term of this License Agreement. If the City determines in its sole discretion that it needs to enter the Space for any reason, DCP, at its expense, shall dismantle any and all improvements it has added to the Space as is necessary for the City to complete its work. In the event of an emergency, the City may dismantle the Alfresco Island or remove any of the improvements comprising the Alfresco Island from the Space if the City determines in its sole discretion that such action is necessary to address the emergency situation. The City shall not be liable for any damage to the Alfresco Island should such an emergency situation occur.

3. City Ordinances.

DCP acknowledges that all city ordinances shall apply to the Alfresco Island. This includes but is not limited to the alcohol ordinances, public performance ordinances, smoking ordinances, amplified sound, and noise ordinances DCP shall be allowed to place chairs, planters and other seating arrangements and tables as it deems necessary within the planter bed.

4. Design of Alfresco Island.

The Alfresco Island shall be designed to fit within three parking spaces. It is the intention of the DCP to make the space function as a gathering space. The Alfresco Islands shall also contain other seating with tables or benches. In addition, DCP must install any devices at their expense to meet ADA requirements. The Alfresco Island shall have raised planters along Broadway along with planter pots to provide a barrier between vehicles and pedestrians. The planters shall be placed in consultation with the City Public Works Department. The City is not responsible for any damage to the installed devices while performing typical street maintenance activities. Examples include but are not limited to street sweeping, garbage trucks, or underground utility maintenance.

5. Maintenance of Alfresco Island.

DCP shall keep the Space, all elements of the Alfresco Island clean and in good repair at DCP's sole expense. At a minimum, garbage shall be removed daily, including leaves, etc. from around and under the Alfresco Island. At the termination of this Agreement, DCP shall restore the Space to the condition it was in immediately prior to this Agreement. In the event the Space is damaged, DCP at its sole expense shall repair or restore the Space, as deemed necessary or prudent by the City. City will inspect the Space at the time of termination and determine if any repairs are needed to the Space. City will coordinate all needed repairs and invoice the DCP for the cost of repairs. Payment will be made within 30 days or interest at a rate of 1 ½% monthly will apply until full payment is made.

6. Term and termination.

The license granted herein begins on the Effective Date of this Agreement and terminates on September 30, 2021. DCP shall return the Space to its original condition on or before the termination date. This includes removing the items from the Alfresco Island and any other items installed in conjunction with the Alfresco Island. Notwithstanding the foregoing, the City shall have the right, in its sole discretion, to revoke or suspend the license granted under this Agreement at such times as the City deems necessary or appropriate. Should the City revoke or suspend this license, DCP shall have 48 hours to remove the Alfresco Island and all accompanying items.

7. Indemnification.

DCP shall indemnify and hold the City, its officers, agents, employees, servants, and contractors harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and/or occupancy of the Alfresco Island or the Space or willful misconduct by DCP, its officers, agents, employees, servants or contractors.

8. Insurance.

(a) DCP shall obtain and maintain during the term of this Agreement a policy of commercial general liability insurance with bodily injury limits of $1,000,000.00 for injury or death to one person, $2,000,000.00 per occurrence, and property damage insurance with a limit of $1,000,000.00, with the City named as an additional insured consistent with the additional insured status.

(1) DCP may satisfy the limits required in this section with the combination of primary and excess/umbrella liability insurance policies naming the City as additional insured.

(2) DCP shall provide the City with a certificate of insurance and appropriate endorsements showing the City named as an additional insured on said commercial general liability policy, automobile policies, excess/umbrella policies and any related coverages.

9. Governing Law.

This Agreement shall be governed by the laws of the State of North Dakota, and the parties agree that the venue for the resolution of any disputes will be in the courts of the State of North Dakota.

10. Severability.

If any term or provision of this Agreement is determined by a court to be invalid or unenforceable, such finding will not affect the remaining terms and provisions of this

Agreement, which shall remain in full force and effect.

11. Modification.

This Agreement may not be waived, modified or amended, unless in writing signed by both parties hereto.

12. Assignment

DCP shall not make any assignment or transfer of any of its rights, obligations or duties to a third party without the express written permission of the City.

WITNESS our hands and seals the day and year first above written.

CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J. Mahoney, MD, Mayor

ATTEST:

_____
Steve Sprague, City Auditor

Downtown Community Partnership

By: _____

Its: Shelly K Gompf

11

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Alley Reconstruction Agreement

Location: 1001 NP Avenue

Date of Hearing: 5/24/2021

Routing	Date
City Commission	6/1/2021
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding Kilbourne's request for alley reconstruction at 1001 NP Avenue.

Kilbourne is current constructing a new multi-use building at this location and has submitted a petition to reconstruct this alley as part of their project and has requested the alley be reconstructed yet this year. Engineering is willing to accommodate this request but wanted assurance and an agreement between all parties that the private development would not hinder or delay the reconstruction of the alley.

Staff is recommending approval of the Agreement and to start the process for alley reconstruction.

On a motion by Bruce Grubb, seconded by Tim Mahoney, the Committee recommended to approve the Agreement with Kilbourne for alley reconstruction.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Agreement with Kilbourne for alley reconstruction.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

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: Kevin Gorder, Division Engineer

Date: May 20, 2021

Re: 1001 NP (Nestor) Alley Reconstruction Agreement

Kilbourne is currently constructing a new multi-use building at this location and has submitted a petition to reconstruct this alley as part of their project. Kilbourne has requested the alley be reconstructed yet this year. Engineering is willing to accommodate this request but wanted assurances and an agreement between all parties that the private development would not hinder or delay the reconstruction of the alley. Attached you will find an agreement between the Developer, Contractor, and the City outlining the conditions required to reconstruct this alley concurrent with the private development.

Recommended Motion:

Approve the Agreement and start the process for alley reconstruction.

Attachment

KILBOURNEGROUP

Kilbourne Group
210 Broadway, Suite 300
Fargo, ND 58102
p: (701) 237-2279
e: info@kilbournegroup.com
www.kilbournegroup.com

LETTER OF TRANSMITTAL

May 17, 2021
Kevin Gorder
Department of Engineering
225 4th Street N
Fargo, ND 58102

RE: 1001 Amendment (First) to Right of Way Use Agreement

Dear Kevin Gorder,

Enclosed is the signed Amendment (First) to Right of Way Use Agreement for the 1001 NP Project. The document is signed by the Owner and Contractor. We look forward to the amendment being reviewed and approved by the City Commission.

Thank you,

Deb Wendel Daub
Senior Project Manager
Kilbourne Group

deb@kilbournegroup.com
(701) 237-2279

Amendment (First) to Right of Way Use Agreement

This Amendment (First) amends the Right of Way Use Agreement dated November 2, 2020 and amended December 14, 2020 between GREAT PLAINS 1001 HOLDINGS, LLC, a North Dakota limited liability company ("Owner"), BAKKEN CONTRACTING CO, LLC, a North Dakota limited liability company, a/k/a BC CONTRACTING ("Contractor"), and the City of Fargo, a North Dakota municipal corporation ("City").

WHEREAS, the parties recognize a need to further describe and detail the work that may be completed in the Right of Way, as the construction progresses and the designs are finalized; and

WHEREAS, it is necessary to outline and describe the parties' responsibilities with respect to reconstruction of the "L" shaped alley located adjacent to the Development Property.

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

1. Owner and Contractor shall backfill the excavated portions of the alley to the elevation existing prior to starting work. As required by the City of Fargo Standard Specifications, all

backfill material shall be gravel backfill and compacted to a minimum density of 95% of Standard Proctor Density.

2. City agrees to present Owner's petition to establish the alley reconstruction project ("Project") signed by a majority of property owners and create the alley project for construction in 2021, in accordance with the terms of this amendment.

3. The parties shall schedule the Project at a mutually agreeable time, to be constructed in three phases starting at the north end of the alley and continuing south and west to 11th St. Exhibit "A" attached hereto details the general limits of each phase. The City will include instructions in the bid plans for alley reconstruction that the City contractor will only be allowed to work in one phase at a time. The City contractor will not be allowed to start a phase until the previous phase is complete and accessible by the Owner and Contractor. The City will also include instructions requiring a minimum of three days' notice prior to moving to the next phase.

4. City will design and construct the Project to coordinate elevations between the alley and the development. Owner has accepted the bid plans for the Project as compatible with the development. Owner and Contractor agree that any costs associated with requested changes will be the responsibility of the Owner and/or Contractor.

5. The parties agree that the Project shall be funded pursuant to the current Infrastructure Funding Policy. Owner shall be responsible for the actual engineering consultant costs to design the Project incurred by City that exceed 4% of the project cost. The City will provide survey and inspection and the Project will be assessed 6% as per the current Infrastructure Funding Policy for the Survey and Inspection costs, and all benefiting properties for the alley reconstruction project will be assessed. City will submit a bill to Owner and Owner agrees to make payment

within 30 days of billing. If payment is not received, interest in the amount of 1 ½% monthly will be charged until payment is made.

6. Owner and Contractor agree City, its agents and contractors, shall have unrestricted access to the alley starting August 23rd and continuing until completion. This amendment will provide the Owner and Contractor approximately three months' notice as required in the Right of Way Use Agreement. Owner and Contractor understand and agree that if unrestricted access if not provided, Owner and Contractor will be responsible for any delay costs incurred relating to not providing unrestricted access.

7. In accordance with the existing agreement, Owner and Contractor shall construct the storm sewer in the alley in accordance with City Standards and Specifications. Owner and Contractor shall notify City 7 Days prior to starting storm sewer installation in the alley. Storm sewer construction cannot start without City representatives on site. Owner agrees to hire a testing firm approved by the City and pay all costs for testing as per City Specifications.

8. All other terms and conditions of the Right of Way Use Agreement shall remain in full force and effect.

(Signatures on following pages)

Dated this 17 day of May 2021.

Great Plains 1001 Holdings, LLC

a North Dakota Limited Liability Company

By: Mike Allmendinger

Its: President

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

On this 17 day of May, 2021, before me personally appeared Mike Allmendinger of Great Plains 1001 Holdings, LLC, a North Dakota Limited Liability Company that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

KARREN THOMPSON
Notary Public
State of North Dakota
My Commission Expires July 22, 2022
(SEAL)

Notary Public
Cass County, ND

Dated this 21 day of May, 2021.

Bakken Contracting Co, LLC

A North Dakota Limited Liability Company

Justin Fleck

By: Justin Fleck

Its: Project Engineer

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

On this 21 day of May, 2021, before me personally appeared Justin Fleck of Bakken Contracting Co., LLC, a North Dakota Limited Liability Company that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

Megan Todd

Notary Public
Cass County, ND

(SEAL)

MEGAN TODD
Notary Public
State of North Dakota
My Commission Expires Mar 21, 2023

Dated this ___ day of ____, 2021.

City of Fargo, a North Dakota
Municipal Corporation

_____

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

ATTEST:

_____

Steve Sprague, City Auditor

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

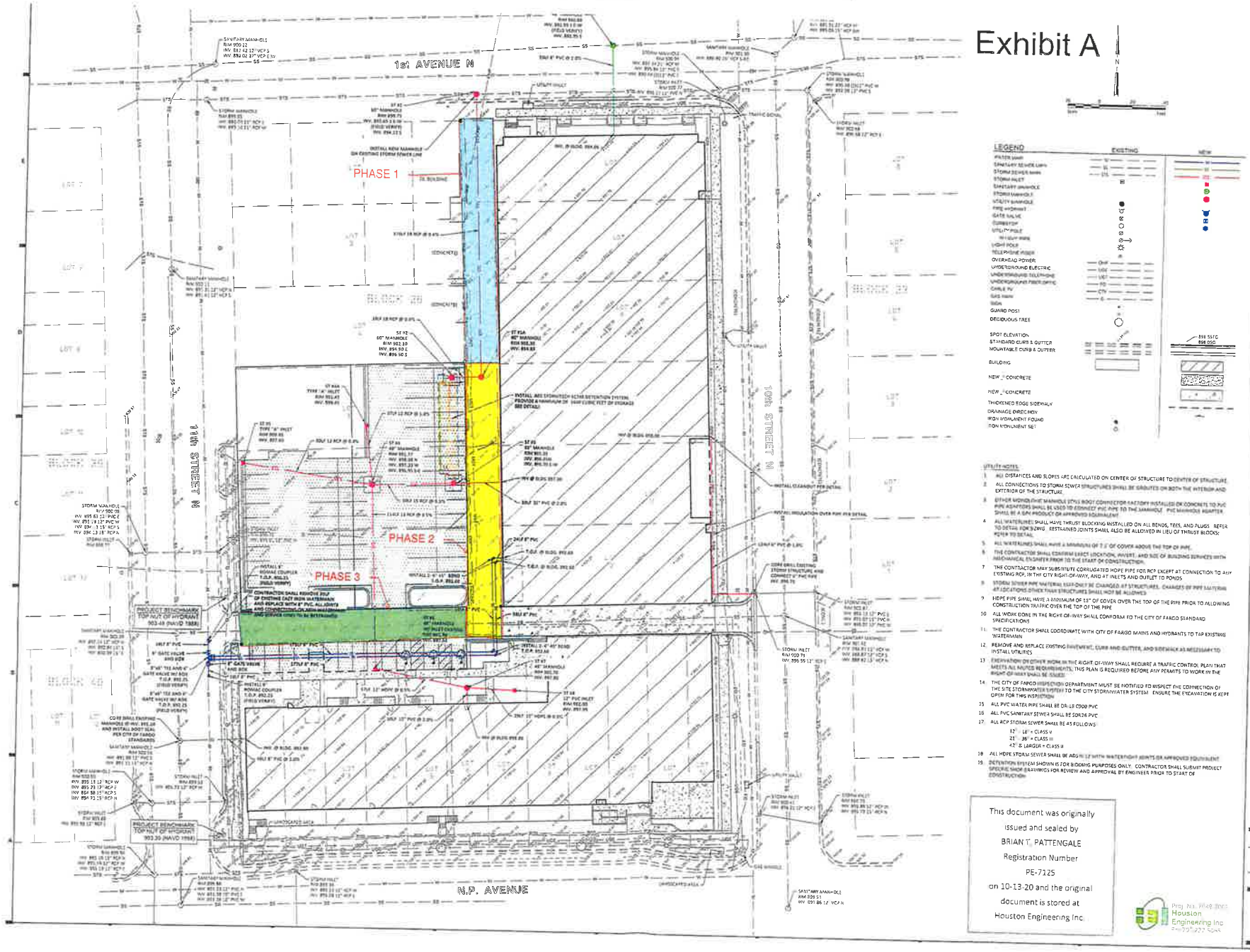
On this ____ day of _____, 2021, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A



This document was originally issued and sealed by BRIAN T. PATTENGALE Registration Number PE-7125 on 10-13-20 and the original document is stored at Houston Engineering Inc.

Houston Engineering Inc

JLG

PRELIMINARY
NOT FOR CONSTRUCTION

REVISION SCHEDULE

KILBOURNE GROUP
1001 NP MIXED USE
FARGO, ND

06/12/20
CONSTRUCTION DOCUMENTS

19121

C300
UTILITY PLAN

FARGODOME

(12)

May 26, 2021

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

RE: FARGODOME Fire Alarm System Replacement – RFP 21103

Commissioners:

The Fargo Dome Authority requests your approval of their selection of JDP Electric as the contractor to perform the replacement of the Fire Alarm System at FARGODOME. Through an RFP process, three (3) proposals were submitted by vendors. The results are summarized below and included on the attached Bid Tabulation sheet:

	Bidder	JDP Electric	Rickard Electric	Parsons Electric
	Base Bid (Simplex)	$208,700	$319,250	$512,800
Alternate Manufacturer	Alt Bid 1A (FCI)	ADD $5,000	SUB $7,925	ADD $33,400
	Alt Bid 1B (EST)	ADD $55,000	ADD $40,100	ADD $89,800
Graphic User Interface	Alt Bid 2 (Simplex)	ADD $11,400	ADD $12,650	ADD $10,800
	Alt Bid 2A (FCI)	ADD $21,200	ADD $24,865	ADD $20,250
	Alt Bid 2B (EST)	ADD $35,200	ADD $39,000	ADD $34,500

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

At their meeting on Tuesday, May 25, 2021, the Fargo Dome Authority voted to accept the bid of JDP Electric for the Base Bid using the Simplex manufactured system, along with Alternate Bid 2 for the Simplex Graphic User Interface. 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 JDP Electric's base bid of $208,700 and Alt Bid 2 of $11,400 to perform the specified replacement of the Fire Alarm System at FARGODOME for the amount of $220,100 as accepted by the Fargo Dome Authority, at their meeting on May 25, 2021.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

FARGODOME – FIRE ALARM REPLACMENT

BID TABULATION

Bid Date: May 6, 2021

	Bidder	JDP Electric 803 28th St S Fargo, ND 58103	Rickard Electric 1220 41st St N Fargo, ND 58102	Parsons Electric 3451 S Univ Dr Fargo, ND 58104
	Bid Bond	x	x	x
	Contractor License	x	x	x
	Addendum Rec'd	1	1	1
	BASE BID (Simplex)	$208,700	$319,250	$512,800
Alternate Manufacturer	**Alt. Bid 1A** (FCI)	+$5,000	-$7,925	+$33,400
Alternate Manufacturer	**Alt. Bid 1B** (EST)	+$55,000	+$40,100	+$89,800
Graphic User Interface	**Alt. Bid 2** (Simplex)	+$11,400	+$12,650	+$10,800
Graphic User Interface	**Alt. Bid 2A** (FCI)	+$21,200	+$24,865	+$20,250
Graphic User Interface	**Alt. Bid 2B** (EST)	+$35,200	+$39,000	+$34,500

FARGODOME

(13)

May 26, 2021

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

RE: FARGODOME/Fargo Civic Center Ticketing Provider (RFP 21088)

Commissioners:

The Fargo Dome Authority requests your approval of Ticketmaster as the computerized ticketing provider for FARGODOME and Fargo Civic Center events for a five-year term starting on January 1, 2022, with the opportunity for contract extensions under mutually agreeable terms.

The RFP process began in 2020, but was suspended due to COVID complications with multiple postponed FARGODOME concerts' tickets sold and managed through the current ticketing system. Upon resolution of those issues, the RFP process was re-started in January 2021. FARGODOME staff representing ticketing, sales and marketing, finance, and customer service reviewed the three received Request for Proposal responses. Based upon RFP Responses, subsequent inquiry responses, 2020 presentations, and working knowledge of our existing provider, the group unanimously endorsed Ticketmaster as the best solution for current and future ticketing and ticket sales needs. Criteria considered in the selection include the following items:

- Quality, reliability, and overall **functionality** of the vendor's product:
  - Clear and simple applications regarding event builds, event management, and event reporting for Fargo city venues' ticketing staff;
  - Demonstrated and ongoing commitment to current applications necessary to successfully implement ever-changing tour and promoter ticketing requirements;
  - Integration solutions to aid in event marketing and sales analytics; and
  - Ease of use for ticket-buying patrons.

- The vendor's ability to provide the necessary **support** in regards to:
  - Equipment/Technology - implementation, ongoing maintenance, timely upgrades;
  - City venues' ticketing and marketing staff – initial training, ongoing development, thorough and timely response to inquiries; and
  - Ticket-buying patrons – ease of account self-management, simple and informative online purchasing experience, and accessible and responsive customer service.

- The vendor's **experience** in providing integrated ticketing and marketing solutions for buildings similar in nature to Fargo city venues.
- **Cost effectiveness** of the solution.
- The vendor's ability to **meet the implementation date** required, and facilitate a **smooth transition** to their system (if applicable).
- Overall **business and financial viability** of the vendor.
- **Clarity and completeness** of the vendor's response to the RFP.

At their meeting held on May 25, 2021, the Fargo Dome Authority approved the selection of Ticketmaster as the computerized ticketing provider.

Requested Motion: The Fargo City Commission moves to approve Ticketmaster as the computerized ticket provider for FARGODOME and Fargo Civic Center effective January 1, 2022 for a five-year term, with opportunities for extensions at mutually-agreeable terms, and directs FARGODOME staff to execute a contract with Ticketmaster as per RFP requirements and responses.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

THE CITY OF Fargo FAR MORE

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

14

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE

RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL

DATE: May 18, 2021

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

Suggested Motion:

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling $4,262,543.72.

THE CITY OF Fargo FAR MORE

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

May 18, 2021

Garland Erbele, P.E.
North Dakota State Water Commission
900 East Boulevard Avenue, Dept 770
Bismarck, ND 58505-0850

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #115 pursuant to the terms and conditions of House Bill 1020 for costs incurred from March 1, 2021 to April 30, 2021 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is $4,262,543.72.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
$ 354,500,000.00	$ 299,271,073.87	$ 8,525,087.43	50%	$ 4,262,543.72	$ 50,966,382.42

Project Narrative, this request:

Project Number	Project Description
V01701	Land purchases for homeowners living in various areas of the diversion project
V01701	Residential relocation assistance for homeowners living in the project area. Also includes commercial relocation assistance for a business in the phase II channel area
V02503	Pay application #2 for digital ortho aerial photography and LiDAR mapping
V02825	Pay Application #16 for WP42E – 2nd St S and Main Ave Flood Mitigation
V04204	Asphalt patching for temporary CR17 bypass & diversion inlet structure
V07701	Wetland mitigation project – utility relocation
V07801	Interstate 29 grade raise project – utility relocation
V05408	Land purchase for the Royal Oaks flood risk management project

Engineering, Legal, and Admin Expense Summary, this request:

Expense Type	Amount
Construction Management	2,183,739.66
Engineering Services	1,376,280.16
Legal Services	1,050,373.59
Consulting Services	169,689.32
Financial Advisor	159,986.20
Property Holding Costs	123,197.11
Appraisal Services	58,700.00
Legal Publications	17,766.15
Total Eligible Expense	5,139,732.19

We certify that $101,279,534 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in SB 2020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,

/Kent Costin

Kent Costin
Director of Finance, City of Fargo
Metro Flood Diversion Authority

Required Local Approvals:

_____
City of Fargo

_____
Cass County Commission

_____
Cass County Joint Water Resource Dist.

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
March - April 2021

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7915-429.38-99	4/27/2021	JB04210010	CITY OF FARGO-AUDITORS OFFICE	69,530.67	QUANTUM SPATIAL INC	V02503	2020 DIGITAL IMAGERY PROJ
			Total ND Construction - Other Services	**69,530.67**			
790-7930-429.67-11	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	26,615.75	PHYLLIS JOHNSON	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,365.00	RON'S REPAIR	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	4,209.31	RON AND PAT DUVAL	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	4,847.68	TWO MEN AND A TRUCK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	14,496.61	JEREMY & NICHOLE HOLCK	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Residential Relocation Assistance	**52,534.35**			
790-7930-429.67-11	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	72,731.61	BLACK POWDER FIREWORKS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	410,553.28	NEWMAN SIGNS INC	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.67-11	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	14,675.72	PRAIRIE SCALE SYSTEMS INC	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Commercial Relocation Assistance	**497,960.61**			
790-7930-429.71-30	3/2/2021	4600	CITY OF FARGO-AUDITORS OFFICE	(1.15)	K-F FARM	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	779,100.00	CHARLES F. COSTER REAL ESTATE TRUST	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	19,163.49	MARTIN & KAREN KRUSE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	7,664.59	LARRY & LEONE ROTH	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	870,684.48	HEIDEN FAMILY LLLP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	542,196.90	JEREMY & NICHOLE HOLCK	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	16,115.00	IDEAL AG CORPORATION	V01701	ND LAND PURCH-OUT OF TOWN
790-7950-429.71-30	3/26/2021	JB03200008	CITY OF FARGO-AUDITORS OFFICE	350,364.80	DENAE SWALSTAD	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7930-429.71-30	4/1/2021	JB15200030	CITY OF FARGO-AUDITORS OFFICE	3,100.00	LANCE FREIER	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Land Purchases	**2,588,388.11**			
790-7950-429.73-52	4/15/2021	310940	INDUSTRIAL BUILDERS INC	15,045.01	2 ST S & MAIN AV MITIGATI	V02825	2ND ST S FLOOD MITIGATION
			Total ND Construction - Flood Control	**15,045.01**			
790-7950-429.73-59	3/11/2021	310243	CASS COUNTY FINANCE	11,610.12	ASPHALT PATCHING	V04204	CR17 - PAVING BYPASS ROAD
			Total ND Construction - Street & Roadway System	**11,610.12**			
790-7950-429.73-70	4/1/2021	310668	DAKOTA CARRIER NETWORK	147,523.86	UTILITY RELOCATION	V07801	UTILITY RELOCATION
790-7950-429.73-70	4/1/2021	310722	XCEL ENERGY	2,762.51	51-0013467405-3 ENERGY	V07701	GAS LINE POTHOLING
			Total ND Construction - Utilities	**150,286.37**			
790-7915-429.33-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,080.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429.33-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	180.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429.33-05	3/11/2021	310359	HOUSTON-MOORE GROUP LLC	16,525.50	DRAFT OPERATIONS	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	3/18/2021	310379	AECOM TECHNICAL SERVICES, INC	13,356.50	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	3/18/2021	310431	HOUSTON-MOORE GROUP LLC	19,969.50	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	3/25/2021	310565	HOUSTON-MOORE GROUP LLC	22,115.25	GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN
790-7915-429.33-05	3/25/2021	310565	HOUSTON-MOORE GROUP LLC	2,770.00	TASK ORDER #22	V01622	MITIGATION SUPPORT SRVCS
790-7915-429.33-05	3/25/2021	310565	HOUSTON-MOORE GROUP LLC	8,970.50	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
790-7915-429.33-05	4/1/2021	310644	AECOM TECHNICAL SERVICES, INC	3,846.25	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	180.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429.33-05	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	990.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7915-429.33-05	4/1/2021	310682	HOUSTON-MOORE GROUP LLC	25,388.50	TASK 26 WORK IN KIND	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	23,386.00	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	18,663.43	PERMIT SUBMITTAL & PREP	V01616	PERMIT SUBMITTAL PREP

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
March - April 2021

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7915-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	20,114.00	GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN
790-7915-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	10,564.50	TASK ORDER #22	V01622	MITIGATION SUPPORT SRVCS
790-7915-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	28,135.63	WORK IN KIND	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	7,358.50	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
790-7920-429.33-05	3/11/2021	310359	HOUSTON-MOORE GROUP LLC	55,799.47	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
790-7920-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	53,478.04	DIVERSON PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
790-7930-429.33-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	7,719.25	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7930-429.33-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,367.00	ULTEIG ENGINEERS	V01201	Cass Joint Water ROE
790-7930-429.33-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	18,871.53	PROSOURCE TECHNOLOGIES LL	V01201	Cass Joint Water ROE
790-7930-429.33-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	31,835.18	HDR ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7930-429.33-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	62,505.01	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	3/25/2021	310509	ADVANCED ENGINEERING INC	172,657.19	JAN ENGINEERING SERVICES	V00302	PROGRAM MGMT SERVICES
790-7930-429.33-05	3/25/2021	310565	HOUSTON-MOORE GROUP LLC	56,440.68	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7930-429.33-05	3/25/2021	310565	HOUSTON-MOORE GROUP LLC	13,013.92	PROP STRUCTURE MITIGATION	V01630	PROPERTY STRUCTURE MITGTN
790-7930-429.33-05	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	22,295.83	PROSOURCE TECHNOLOGIES LL	V01201	Cass Joint Water ROE
790-7930-429.33-05	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	34,445.59	HDR ENGINEERING INC.	V01201	Cass Joint Water ROE
790-7930-429.33-05	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	69,976.52	SRF CONSULTING GROUP, INC	V01201	Cass Joint Water ROE
790-7930-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	49,698.59	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7930-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	25,315.20	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
790-7930-429.33-05	4/15/2021	310874	ADVANCED ENGINEERING INC	272,454.24	FEB ENGINEERING SERVICES	V00302	PROGRAM MGMT SERVICES
790-7950-429.33-05	3/26/2021	JB03200008	CITY OF FARGO-AUDITORS OFFICE	35,036.48	City of Fargo	V05408	FLOOD MIT-ROYAL OAKS AREA
790-7952-429.33-05	3/25/2021	310565	HOUSTON-MOORE GROUP LLC	11,837.05	CONST SERV WORK PKG #43	V01623	CONSTRUCTN/BID SVCS WP43
790-7952-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	12,736.46	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
790-7955-429.33-05	3/25/2021	310565	HOUSTON-MOORE GROUP LLC	9,732.90	CONST SERV WORK PKG #48	V02806	CONSTRUCTION SVCS WP42
790-7955-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	8,019.97	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
790-7990-429.33-05	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	370.00	MOORE ENGINEERING, INC.	V01201	Cass Joint Water ROE
790-7990-429.33-05	4/1/2021	310682	HOUSTON-MOORE GROUP LLC	73,665.25	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
790-7990-429.33-05	4/8/2021	310799	HOUSTON-MOORE GROUP LLC	51,414.75	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
			Total Engineering Services	**1,376,280.16**			
790-7910-429.33-25	3/11/2021	310312	OXBOW, CITY OF	175.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
790-7910-429.33-25	4/5/2021	851	P CARD BMO	103,740.90	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7910-429.33-25	5/5/2021	856	P CARD BMO	119,485.25	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	164.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	120.00	OHNSTAD TWICHELL, P.C.	V01202	Cass Joint Water DPAC
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	12,867.10	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	48.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,223.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,055.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	11,099.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	13,593.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,667.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,995.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	504.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,694.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,989.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,694.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	97.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	268.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,288.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
March - April 2021

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	177.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	923.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,180.40	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,299.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,079.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,014.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,815.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,160.34	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	988.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,173.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,015.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,130.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,255.30	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,614.34	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,984.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,825.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,369.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	4,326.80	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,154.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,148.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,929.84	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,314.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,967.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,340.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	31.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,030.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,029.04	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	948.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	200.03	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,580.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	12,176.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,477.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	319.36	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	331.47	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,022.21	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	632.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,701.86	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	197.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	4,700.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,752.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	4,056.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	316.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	4,543.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,540.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,678.50	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	3/25/2021	310543	ERIK R JOHNSON & ASSOCIATES	375.00	1/26-2/25 METRO FLOOD	V00103	General & Admin. LERRDS
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	100.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	11,948.38	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	1,689.15	OHNSTAD TWICHELL, P.C.	V01203	Cass Joint Water OHB
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	1,023.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
March - April 2021

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	2,811.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	14,880.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	13,294.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	2,297.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	678.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	8,268.32	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	405.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	442.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	102.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	48.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	646.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	191.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	310.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	224.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	166.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	710.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	82.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	127.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	220.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	389.71	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	882.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	146.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	1,831.20	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	2,967.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	3,117.50	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	11,147.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	735.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	3,484.00	OHNSTAD TWICHELL, P.C.	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	401.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	622.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	424.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	1,538.19	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	9,954.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	623.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	866.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	3,710.00	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	668.50	LARKIN HOFFMAN ATTORNEYS	V01201	Cass Joint Water ROE
790-7930-429.33-25	4/15/2021	310915	ERIK R JOHNSON & ASSOCIATES	250.00	MARCH LEERDS	V00103	General & Admin. LERRDS
790-7930-429.33-25	5/5/2021	856	P CARD BMO	22,378.70	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
790-7930-429.33-25	5/5/2021	856	P CARD BMO	646.00	OHNSTAD TWICHELL PC	V00103	General & Admin. LERRDS
790-7940-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,320.50	OHNSTAD TWICHELL, P.C.	V01205	CCJWRD-Sheyenne Rvr Mitgn
790-7950-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,255.00	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Drains
790-7950-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,640.00	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Drains
790-7950-429.33-25	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	820.00	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Drains
790-7950-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	3,527.50	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Drains
790-7950-429.33-25	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	205.00	OHNSTAD TWICHELL, P.C.	V01206	CCJWRD-SE Cass Drains
790-7990-429.33-25	3/18/2021	310385	ASHURST LLP	144,860.40	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	3/18/2021	310385	ASHURST LLP	81,252.00	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	4/5/2021	851	P CARD BMO	74,082.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7990-429.33-25	4/15/2021	310884	ASHURST LLP	161,191.80	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST

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Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7990-429.33-25	5/5/2021	856	P CARD BMO	75,178.50	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
			Total Legal Services	**1,050,373.59**			
790-7930-429.33-32	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	4,000.00	TINJUM APPRAISAL COMPANY	V01201	Cass Joint Water ROE
790-7930-429.33-32	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	15,000.00	CROWN APPRAISALS, INC.	V01201	Cass Joint Water ROE
790-7930-429.33-32	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	28,200.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7930-429.33-32	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	3,500.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
790-7930-429.33-32	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	8,000.00	PATCHIN MESSNER VALUATION	V01201	Cass Joint Water ROE
			Total Appraisal Services	**58,700.00**			
790-7990-429.33-47	3/4/2021	310195	PROGRAM ADVISOR SERVICES, LLC	58,125.00	CONSULTING SERVICES	V05801	CONSULTING SERVICES
790-7910-429.33-47	3/11/2021	310243	CASS COUNTY FINANCE	400.00	DIV MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
790-7990-429.33-47	3/25/2021	310597	PROGRAM ADVISOR SERVICES, LLC	53,709.32	PROGRAM CONSULTING	V05801	CONSULTING SERVICES
790-7910-429.33-47	4/1/2021	310729	CASS COUNTY FINANCE	1,830.00	MISC EXPENSES	V00106	ED & STAFF-PR/ADMIN EXP
790-7910-429.33-47	4/8/2021	310791	GALLAGHER BENEFIT SERVICES, INC	3,500.00	CONSULTING FEES	V07901	COMPENSATION/CLASS STUDY
790-7990-429.33-47	4/15/2021	310982	PROGRAM ADVISOR SERVICES, LLC	52,125.00	MARCH CONSULTING SERVICES	V05801	CONSULTING SERVICES
			Total Consulting Services	**169,689.32**			
790-7920-429.33-79	3/11/2021	310312	OXBOW, CITY OF	900.25	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
790-7920-429.33-79	3/25/2021	310527	CH2M HILL ENGINEERS INC	542,790.20	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	3/25/2021	310527	CH2M HILL ENGINEERS INC	595,137.99	P3 SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
790-7930-429.33-79	3/25/2021	310527	CH2M HILL ENGINEERS INC	15,603.54	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITON
790-7920-429.33-79	4/15/2021	310900	CH2M HILL ENGINEERS INC	507,327.72	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	4/15/2021	310900	CH2M HILL ENGINEERS INC	499,701.51	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
790-7930-429.33-79	4/15/2021	310900	CH2M HILL ENGINEERS INC	22,278.45	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITON
			Total Construction Management	**2,183,739.66**			
790-7990-429.34-55	3/25/2021	310544	ERNST & YOUNG INFASTRUCTURE	87,104.60	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	4/1/2021	310676	ERNST & YOUNG INFASTRUCTURE	72,881.60	FINANCIAL ADVISORY SERVIC	V03301	PPP FINANCL ADVISORY SVCS
			Total Financial Advisor	**159,986.20**			
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	535.35	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,277.37	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	587.64	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,649.36	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	348.60	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	483.06	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	585.15	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	520.41	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,394.40	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	321.21	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	348.60	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	674.79	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	570.21	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	266.43	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	615.03	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	420.81	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	371.01	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	1,673.28	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	468.12	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE

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Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	1,003.47	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	629.97	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	515.43	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	408.36	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	507.96	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
790-7930-429.54-10	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	590.13	FORUM COMMUNICATIONS	V01201	Cass Joint Water ROE
			Total Legal Publications	**17,766.15**			
790-7930-429.41-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	32.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	27.00	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	34.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.41-05	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	29.70	CASS RURAL WATER USERS	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	108.80	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	52.31	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	41.34	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,043.00	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	105.28	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	135.60	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	58.31	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	233.31	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	120.53	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	71.25	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	22.79	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	331.20	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	3,794.06	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	121.94	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	35.75	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	273.12	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	95.40	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	62.28	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	296.21	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	39.09	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-51	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	334.07	CASS COUNTY ELECTRIC COOP	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-52	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	461.51	PETRO SERVE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.62-52	4/1/2021	310663	CASS COUNTY JOINT WATER RESOURCE DI	1,280.66	CHS DAKOTA PLAINS AG	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	834.48	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,483.35	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,155.19	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,087.70	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,274.46	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,277.37	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,516.10	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,160.68	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	189.30	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	54.30	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	8.99	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,392.70	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	193.15	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2.70	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,935.74	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN

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790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,253.05	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	74.13	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	418.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3,032.59	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	6,424.74	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	464.56	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1.11	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	20.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	20.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	20.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	14.89	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	521.61	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	271.66	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	478.54	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,338.69	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	112.24	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	4,089.59	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,199.51	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	238.08	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	284.96	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	840.67	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	849.73	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	8,488.14	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	3.90	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	502.35	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,186.64	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,214.88	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	46.07	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,681.56	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	5,558.15	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	60.79	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	62.01	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	41.33	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	10,023.14	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	57.14	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	35.25	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	60.79	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	40.12	RICHLAND COUNTY TREASURER	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	90.54	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	751.94	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	396.56	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	883.60	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	194.98	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	103.21	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,328.61	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	2,591.10	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	24.72	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,824.15	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
March - April 2021

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	261.87	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	6.26	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	528.13	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	10.16	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	10.16	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	10.16	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	10.16	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	10.16	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01702	ND LAND PURCHASE-HARDSHIP
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	533.82	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	261.87	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	261.87	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	382.69	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	850.81	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	370.81	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
March - April 2021

Account Number	Check Date	Check Number	Vendor_Name	Transaction Amount	Expense_Description	Project Number	Project_Description
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	76.03	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	491.38	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,990.23	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	1,706.09	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	11.13	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.80-17	3/4/2021	310129	CASS COUNTY JOINT WATER RESOURCE DI	97.44	CASS COUNTY FINANCE	V01701	ND LAND PURCH-OUT OF TOWN
			Total Property Holding Costs	**123,197.11**			
			Total Expense for Period	**8,525,087.43**			

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

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

15

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 18, 2021

RE: CONTRACT FOR SIGNATURE
MAPLETON PUBLIC SCHOOL $8,644.63

The attached contract with Mapleton Public School for $8,644.63 is for nursing services for the 2021-2022 school year.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the school contract for nursing services for the coming school year.

DF/lls
Enclosures

PURCHASE OF SERVICE AGREEMENT
MAPLETON PUBLIC SCHOOL DISTRICT

Whereas the Mapleton Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 581032367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2021-2022, beginning on July 1, 2021 and ending on June 30, 2022. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 64 percent for the district and 36 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Mapleton Public School District has requested an increase in school nursing hours over the original 1.5 hours a week agreement. Therefore, Mapleton Public School District agrees to pay 100% (salary and benefits) of the school nursing hours in excess of 1.5 hours per week, including any overtime accrued in lieu of this request. The school nurse hourly rate for those hours over the originally contracted amount of 1.5 hours a week with salary and benefits will be billed at $43.62.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient' s or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

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

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor' s or provider' s obligations under these acts may be directed to the Provider' s representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

DATE

Desi Fleming
DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

05/13/21
DATE

MAPLETON PUBLIC SCHOOL DISTRICT

SIGNATURE OF AGENCY REPRESENTATIVE

Principal
TITLE

05/13/2021
DATE

ATTACHMENT A

SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
MAPLETON PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Mapleton Public School District health program: education, environment and services.

A. Improve the student and family access to community health services.
B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.

B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.

C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.

D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.

E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B

2021-2022
SCHOOL HEALTH SERVICES BUDGET

MAPLETON SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
1.5 RN HOURS /WEEK X 35 WEEKS AT $44.60 /HOUR 5 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT $44.60 HOUR 4 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT $52.03/HOUR	$2,341.50 $223.00 $208.12
TOTAL	$2,772.62
4.5 RN HOURS/WEEK X 35 WEEKS AT $43.62 AT 100%	$6,870.15
GRAND TOTAL	$9,642.77
DISTRICT PORTION AT 64 % OF $2,772.62 DISTRICT PORTION AT 100 % OF $6,870.15 PROVIDER PORTION AT 36% OF $2,772.62	$1,774.48 $6,870.15 $998.14
TOTAL FOR DISTRICT AT 64% TOTAL FOR DISTRICT AT 100% GRAND TOTAL FOR DISTRICT	$1,774.48 $6,870.15 $8,644.63

ATTACHMENT C

PROVIDER ASSURANCES

A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.

B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.

C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.

D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.

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

G. The Provider shall not assign this agreement.

H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

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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Prevent. Promote. Protect.
Fargo Cass Public Health

16

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY17, 2021

RE: AGREEMENT FOR $9,900 WITH INDEPENDENT CONTRACTOR, CASEY HALLWACHS FOR SERVING AS LOGISTICS AND OPERATIONS SUPPORT FOR THE COVID-19 INCIDENT COMMAND STATION

The attached agreement for services with Casey Hallwachs is to serve as a Logistics and Operations Support person for the COVID-19 Incident Command. The cost of this contract will be covered by the CARES funding. The cost will not exceed a total of 330 hours for a total of $9,900 at a rate of $30.00 per hour.

There is no budget adjustment necessary.

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

Suggested Motion: Move to approve the agreement with Casey Hallwachs.

DF/lls
Enclosure

THE CITY OF Fargo FAR MORE

AGREEMENT FOR SERVICES

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

THIS AGREEMENT, effective the 17th day of May, by and between Fargo Cass Public Health ("FCPH"); and Casey Hallwachs.

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 May 17th, 2021 through September 30, 2021.

B. **Services to be provided by independent contractor:** Independent contractor will serve as the Logistics and Operations Support for the COVID-19 Incident Command. He will be responsible for services including all testing event supplies and logistics support.

C. **Reimbursement:** Casey Hallwachs shall be reimbursed at a rate of $30 per hour for the above services rendered, not to exceed 330 hours for a total of $9,900 for total project detailed.

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

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

Special Considerations:

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

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

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

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

FARGO CASS PUBLIC HEALTH

Desi Fleming

Desi Fleming, Director of Public Health

Date 05/17/2021

CASEY HALLWACHS, INDEPENDENT CONTRACTOR

Casey Hallwachs, Independent Contractor

Date 5/17/2021

Timothy J. Mahoney, Mayor, City of Fargo

Date

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

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

17

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 26, 2021

RE: APPOINTMENT OF TRACIE NEWMAN, MD AS HEALTH OFFICER FOR FARGO CASS PUBLIC HEALTH

Dr. Douglas Griffin has been fulfilling the role of Health Officer since the passing of Dr. Heidi Lako-Adamson on March 31, 2021. An RFQ to fill this position was created and posted on April 21, 2021. There were two qualified applicants and Dr. Tracie Newman was chosen as the most appropriate candidate and has agreed to move forward with a five year contract.

This appointment comes to you with the support of the Fargo Cass Public Health Board of Health, which met on May 27th and is recommending approval.

Attached is an agreement for Dr. Tracie Newman to perform the duties of Health Officer for Fargo and Cass County. The agreement will be from June 1, 2021 to May 31, 2026. This agreement does not require any budget adjustments.

If you have any questions please call me at 241.1380.

RECOMMENDED MOTION: Move to approve the agreement with Dr. Tracie Newman to serve as Health Officer for Fargo Cass Public Health.

DF/lls
Enclosure

THE CITY OF Fargo FAR MORE

AGREEMENT FOR PHYSICIAN SERVICES BETWEEN THE CITY OF FARGO AND TRACIE NEWMAN, M.D.

Fargo Cass Public Health
Prevent. Promote. Protect.

THIS AGREEMENT, effective the 1st day of June, 2021 by and between the **CITY OF FARGO,** a municipal corporation ("City"); and **Tracie Newman, MD, MPH, FAAP** ("Physician").

PREMISES:

A. The City has previously requested proposals for the performance of services by a Health Officer.
B. Two proposals were received and evaluated by a committee.
C. Fargo Cass Public Health and the Physician mutually agreed on the following agreement.

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

A. Term of Agreement: The parties entered into a written agreement for Health Officer Services for the period of June 1, 2021 through May 31, 2026. The parties agree that the contract will be re-evaluated for services and reimbursement after five years.

B. Services to be provided: The Health Officer serves as the medical director for Fargo Cass Public Health by enforcing the public health laws, regulations, and ordinances within Fargo and Cass County relating to preservation of life and health of individuals.

The Health Officer may recommend, advise and provide guidance to the Board of Health and Fargo Cass Public Health Department for the provision of essential public health services and functions. In doing so, the Health Officer shall maintain an office within the jurisdiction of the public health department and may select and discharge any assistant Health Officer in the public health department, consistent with any terms of appointment.

The services provided will consist of approximately ten (10) hours per week on-site/virtually and available on call for consultation when needed by the health department management staff including:

- Provide recommendations on appointment for the Director of Public Health and be involved in the interview process as requested.
- May be requested to participate in strategic or organizational planning, providing guidance as needed.
- Provide guidance as needed on goals and objectives that are developed by health department staff. Ensure that the programs planned support the health department mission and philosophy.

- Assist in identifying and prioritizing programs with regard to community needs.
- Review and make recommendations for health department policies and procedures. Support necessary standing orders for FCPH.
- Serve as Medical Director for the Family Planning Clinic, support and sign standing orders.
- Attend all Board of Health meetings as scheduled and division meetings as requested. Ask questions, discuss community issues, and provide suggestions and expertise to staff.
- Be available approximately 10 hours/week for assigned duties. May be a combination of virtual and in-person. Must be available for emergency consult when issues arise. Also check correspondence consistently and respond in a timely matter.
- Be a community advocate for public health. Assist and advise the department on maintaining a positive public image.
- Make recommendations to Fargo City Commission and Cass County Commission regarding enforcement issues necessary to maintain the health of the public.
- Carry out any needed isolation and quarantine orders to protect the public's health.
- Assist Public Health in Emergency Response duties and planning as requested. Attend NIMS training as requested.
- Oversee and provide expertise for various CLIA waived testing.

C. **Reimbursement:** The Physician shall be paid upon receipt of a monthly invoice for services rendered under this Agreement at the rate of $6,066 per month with an annual increase of $200 per month. Additional services, which are not covered by this agreement, shall be compensated at the rate of $140.00 per hour. Any change in monthly compensation shall be by written agreement of both of the parties hereto. Mileage reimbursement at federal rate for any out of town official meetings.

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

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

SPECIAL CONSIDERATIONS:

1. It is understood and agreed that Physician shall comply and adhere to all of the Title X. C.F.R. regulations and guidelines.

2. It is understood and agreed that the relationship created by this Agreement shall be that of contractor and contractee and Physician shall not be deemed to be an employee of the City of Fargo for any other purpose. In this regard, Physician shall supply any necessary workmen's compensation and malpractice coverage. To the extent allowable by state law, and specifically Chapter 32-12.1, N.D.C.C., City will provide liability protection to Physician for duties that are outlined in Section B: Services to be provided.

3. It is understood and agreed that the Physician shall adhere to North Dakota Century Code, Chapter 23-35, as it relates to local public health units.

Thereof, this purchase of service agreement has been executed between the Physician and the City of Fargo on the date-executed below.

CITY OF FARGO

Desi Fleming
Desi Fleming
Director of Public Health

05/24/2021
Date

Timothy J. Mahoney
Mayor, City of Fargo

Date

PHYSICIAN

Tracie Newman, MD, MPH, FAAP

5/24/21
Date

THE CITY OF Fargo
FAR MORE

HUMAN RESOURCES DEPARTMENT
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1321 | Fax: 701.476.6707
www.FargoND.gov

18

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources

Date: May 26, 2021

Re: Employment Contract

An employment contract with Camila Van Dyke for the Contract Human Resources Manager position is attached. This full-time contract position was approved by the Finance Committee in February 2021.

I am requesting your approval of the attached employment contract.

Thank you for your consideration.

Motion:

To approve the employment contract with Camila Van Dyke for the Contract Human Resources Manager position.

AGREEMENT

CONTRACT HUMAN RESOURCES MANAGER

THIS AGREEMENT made and entered into effective the 7th day of June 2021, by and between Camila Van Dyke, (hereinafter referred to as "Van Dyke") 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 Human Resources Manager within the City of Fargo Human Resources Department as a contracted employee; and,

WHEREAS, the City desires to appoint Van Dyke to perform the duties and services of Human Resources Manager and for purposes of the City's budgeting process, to recognize a contract employment relationship for a period beginning June 7, 2021 and ending June 6, 2022, but which is still an "at-will" employment relationship, terminable by either party with or without cause,; and,

WHEREAS, Van Dyke has agreed to accept such appointment to perform the duties and services of the Human Resources 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 Van Dyke for the purpose of performing the duties and services of Human Resources Manager as described in Exhibit A attached hereto.

2. Term. The term of this agreement shall be for the period beginning June 7, 2021 and ending June 6, 2022, 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 Van Dyke in the amount of $31.09 per hour for any and all duties and services performed as Human Resources Manager during the year 2021. If the City Commission awards a 2022 Cost of Living Adjustment (COLA), Van Dyke is eligible to receive a COLA adjustment. To the extent this agreement is still in effect, beginning in years 2022 and thereafter, Van Dyke's compensation shall be adjusted annually, at the time of her 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. Van Dyke 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, Van Dyke will accrue annual and sick leave.

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

7. The parties hereto understand and agree that Van Dyke 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

Human Resources

By: _____
Jill Minette, Director of Human Resources

_____
Camila Van Dyke

THE CITY OF Fargo FAR MORE

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Fargo Inspections
City of Fargo
225 Fourth Street North
701-241-1561
fax 701-241-1526

Memorandum

DATE: May 26, 2021

TO: Mayor Mahoney and Board of City Commissioners

FROM: Bruce Taralson, Inspections Director

SUBJECT: Dangerous Building Notice and Order at 1033 5 Street N., Fargo, ND 58102

The property owner of 1033 5 Street N., Fargo, ND, the property that is subject of the attached Notice, has failed to comply with my 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, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set Monday, June 14, 2021 as the date for the hearing regarding the dangerous building order for the structure at located at 1033 5 Street N., Fargo, ND 58102.**

Fargo Inspections

City of Fargo
225 4th Street North
701-241-1561
701-476-6779 fax

THE CITY OF Fargo FAR MORE

NOTICE OF DANGEROUS BUILDING

TO: George C Harter
4915 28th Ave S Apt 201
Fargo ND 58104

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.

2. That the building with which this Notice is concerned is commonly known as 1033 5 St N, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Hectors Addition, Block 13, Lot 5
(hereinafter referred to as "the building")

3. That an inspection was made of the building on March 22, 2021 by Bill Thompson, Building Inspector of the City of Fargo.

4. That the building inspector for the City of Fargo has found the building, consisting of a two-story, wood-framed structure to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and the International Property Maintenance Code, Section 108.1.5 concerning Dangerous Structures.

5. This building has been found to be a dangerous building by the building inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.

6. That the owner of the building must demolish the building within 30 days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Property Maintenance Code as adopted by Article 21-0101 of the Fargo Municipal Code.

9. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Property Maintenance Code, the owner will be assessed such costs as are provided for therein.

10. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 108.2 of the International Property Maintenance Code, 2018 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 23rd day of March, 2021.

11. Order to secure building by March 29, 2021. The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance. **An inspector will continue to verify compliance.** Failure to keep the building secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

12. Application for Appeal. Section 111.1 of the International Property Maintenance Code states that any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Dated this 23rd day of March, 2021.

Conditions Found Statement

On March 22, 2021, Building Inspector Bill Thompson, was present at 1033 5 St N, Fargo, ND to address a complaint inspection. The following violations were found:

- Substandard and junk letters have been sent with no results.
- Multiple windows are boarded up.
- Graffiti.
- Complaints of squatters entering through an unsecured basement window.
- Water was turned off by owner on 1/31/20 due to excessive usage by squatters.
- Large amounts of volunteer growth around house and garage.
- Large amounts of junk and harborage in rear yard.

The following action must be taken:

- Provide engineering on all systems and obtain a permit to repair and make repairs by permit deadline -or-
- Demolish the structure within the deadline provided in this notice.

Bill Thompson
Building Inspector
City of Fargo, ND

Bruce Taralson
Inspections Director

3/23/21
Date Signed

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

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

Re: Notice of Dangerous Building – 1033 5 Street N., Fargo, ND 58102
CM Receipt#: 9214 8901 9403 8335 6409 97

Gretchen Morlan, being first duly sworn and being of legal age, deposes and says that on the 23rd day of March, 2021, she served the attached notice, upon George C Harter, by placing true and correct copies thereof in an envelope addressed as follows:

George C. Harter
4915 28 Ave S., Apt 201
Fargo, ND 58104-8465

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.

Gretchen Morlan

Subscribed and sworn to before me this 23rd day of March, 2021.

STEVEN SPRAGUE
Notary Public
State of North Dakota
My Commission Expires Aug. 13, 2023

Notary Public
Cass County, North Dakota

(SEAL)

CERTIFIED MAIL

City of Fargo
225 4th Street North
Fargo ND 58108

USPS CERTIFIED MAIL



9214 8901 9403 8335 6409 97

neopost
03/23/2021
US POSTAGE $005.86⁰

ZIP 58102
041L12204758

GEORGE C HARTER
APT 201
4915 28TH AVE S
FARGO ND 58104-8465

NIXIE 581 DE 1 0003/26/21
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 581024817?5 *0435-02580-23-38

AFFIDAVIT OF SERVICE

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

Re: Posting of Dangerous Building Notice – 1033 5 Street N., Fargo, ND 58102

Bill Thompson, being first duly sworn and being of legal age, deposes and says that on the 23rd day of March 2021, he posted the attached notice upon the following address:

1033 5 Street N.
Fargo, ND 58102

Bill Thompson

Subscribed and sworn to before me this 23rd day of March, 2021.

STEVEN SPRAGUE
Notary Public
State of North Dakota
My Commission Expires Aug. 13, 2023

Notary Public
Cass County, North Dakota

(SEAL)

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

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

DATE: MAY 27, 2021

RE: APPROVE AGREEMENT BETWEEN THE CITY OF FARGO AND FARGO ELLIOTT PLACE FOUR, GP, LLLP FOR NEW CONSTRUCTION AT 4462 30 AVE S (HOME GRANT FUNDS)

On June 15, 2020, the City Commission approved amendments to the 2019 Annual Action Plan, which included identification of the activity described to the public and City Commission as:

> Project site/activities/budget identified – 4462 30 Ave South – "Elliott Place" – Fargo Housing & Redevelopment Authority. Activities include construction of a multifamily senior rental housing complex consisting of two buildings in partnership with Fargo Housing and Redevelopment Authority.

As part of the federal program, there are incremental steps throughout the process in order to comply with federal regulations. At this time, staff is seeking authorization for the Mayor to execute the agreement and associated loan documents, which the City Attorney has thoroughly reviewed and staff have conducted the required underwriting, subsidy review, and cost allocation analyses. Upon its execution, the City will commit $400,000 in federal HOME funds to be used on a reimbursement basis during construction of the 52-unit, affordable senior rental housing building at 4462 30 Ave S.

Recommended Motion: Authorize the Mayor to execute a contractual agreement with Fargo Elliott Place Four, LLLP in order to commit HOME funds for the construction of a new affordable multifamily residential building.

EQUAL HOUSING OPPORTUNITY

OWNER AGREEMENT
Between the City of Fargo and Fargo Elliott Place Four, LLLP

HOME Investment Partnership (HOME)
New Construction – 4462 30th Avenue South

This OWNER AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2021 ("**Effective Date**"), by and between the City of Fargo, a North Dakota municipal corporation ("**City**"); and Fargo Elliott Place Four, LLLP, a North Dakota limited liability limited partnership ("**Project Owner**"). (The City and Project Owner shall be cumulatively referred to herein as the "**Parties**" and separately as a "**Party**").

WHEREAS, the City is a participating jurisdiction under the HOME Investment Partnerships Program ("**HOME**" or "**HOME Program**"), a program with the goal of expanding the supply of decent, safe, sanitary, and affordable housing for those of very low-income and low-income; and

WHEREAS, the City requested applications for projects to utilize HOME funds to develop housing to be affordable to low income households and Project Owner submitted an application for the project referenced in this Agreement; and

WHEREAS, the City and Project Owner desire to enter into this Agreement in order to memorialize certain agreements pertaining to the Project (as defined below), and their respective rights, duties and obligations relative thereto, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the Parties hereby agree as follows:

Section 1 Statement of Work.
The Project Owner shall construct the project as described in the following statement of work.

A. Project Site. The Project is located at 4462 30th Avenue South (Parcel #01-6900-00550-000) ("**Project Site**" or "**Property**") and is to be constructed upon a [75]-year ground leasehold interest of the Project Owner in the following-described property:

[To be confirmed after condo declaration is recorded]

Project Owner, as tenant, will enter into a [seventy-five (75)] year Ground Lease, with the Housing and Redevelopment Authority of the City of Fargo, a North Dakota public body corporate, as landlord, for the property described above. Project Owner must furnish the City with an executed ground lease and recorded memorandum or short form of ground lease prior to the disbursement of any HOME funds under this Agreement.

B. Pro Forma and Budget. The total estimated development cost is $[11,630,073]. Project Owner's budget is attached as Exhibit "C." Sources and Uses is attached as Exhibit "D."

Project Owner shall promptly notify the City of any material changes to the pro forma, including but not limited to material increases in project costs, change orders, the receipt or availability of

additional sources of funds not previously disclosed, and material changes in projections of revenue or operating expenses. The City must review changes to the pro forma and reserves the right to reduce its HOME commitment, modify the number of HOME-assisted units, or require Project Owner to contribute additional funds needed to complete the project if the changes to the pro forma are material and result in either the over-subsidization or under-funding of the project based on a City underwriting analysis.

C. Use of HOME Funds. The Project Owner shall develop and construct an affordable multifamily rental building to be occupied by low-income (80% or less Area Median Income or "AMI") seniors ages 55 and older. The Project will result in the construction of one (1) three-story building with fifty-two (52) apartment units with an underground parking facility. The Project Site also includes Elliott Place Nine, which will result in the construction of thirty-two (32) apartment units. HOME funds are only being disbursed to Fargo Elliott Place Four, LLLP.

D. HOME-assisted Units. **Three (3)** units in the Project shall be designated as HOME-assisted units. The unit mix shall consist of:

   a. **Two (2)** one-bedroom units
   b. **One (1)** two-bedroom unit

   All **three (3)** HOME-assisted units are hereby designated as **floating** HOME units. Project Owner shall provide the apartment numbers of each HOME-assisted unit to the City no later than the time of initial occupancy. For purposes of this Agreement a "HOME-assisted unit" is deemed to be a dwelling unit within the Project that is required to meet the income and rent restrictions of the HOME program and other terms of this Agreement.

E. Minimum Number of Low HOME Rent Units. As the Project does not consist of five or more HOME-assisted units, 24 CFR 92.252 does not apply. All **three (3)** units shall be **High HOME** units.

F. Davis-Bacon Labor Standards. As the Project does not consist of twelve (12) or more HOME-assisted units, the Davis-Bacon Act (40 U.S.C. 3141) does not apply as it relates to the funds covered under this agreement.

G. Property Standards. As a new construction activity, Project Owner shall construct the Project to the following property standards to ensure the housing is safe, sanitary, and in good repair.

   a. State and local codes, ordinances, and zoning.

   b. HUD's Housing Quality Standards ("**HQS**"), as set forth in 24 CFR 982.401.

   c. Accessibility. The housing must meet the federal accessibility requirements of:

      i. 24 CFR Part 8 (HUD's implementing regulations of Section 504 of the Rehabilitation Act of 1973)
      ii. 28 CFR Parts 35 (Department of Justice's implementing regulations of Subtitle A of Title II of the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008)

iii. 28 CFR Part 36 (Department of Justice's implementing regulations of Subtitle A of Title III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008)
iv. The design and construction standards of the Fair Housing Act.
v. Architectural Barriers Act of 1968
vi. Uniform Federal Accessibility Standard ("UFAS").

d. Physical and Sensory Units. As the Project consists of fifty-two (52) units, a minimum of three (3) units must be physically accessible and a minimum number of one (1) unit must be accessible for tenants with sensory impairments, as mandated by 24 CFR 8.22(b).

e. Broadband infrastructure. As a new construction housing project which consists of four (4) or more rental units, the construction must include installation of broadband infrastructure, as defined in 24 CFR 5.100.

H. Schedule for Completion of Work. Construction of the Project must begin within twelve (12) months of the Effective Date of this Agreement. The Project must be complete and occupied within four (4) years of the Effective Date of this Agreement. Failure to complete and occupy the project within four (4) years will require repayment of all HOME funds invested.

Project Owner shall expend all HOME Funds by December 31, 2022. The construction schedule is included as Exhibit "H."

I. Environmental Review. The City has completed an Environmental Assessment of the Project Site and obtained Authority to Use Grant Funds from HUD.

a. Mitigation. As part of this Environmental Assessment, mitigation is required.

i. Flood plain. The Project Site is located within the 100 year flood plain. As a condition of Final Disbursement (defined in Section 5-B), Project Owner shall obtain a Letter of Map Revision ("LOMR") from FEMA. If a LOMR is not obtained or denied by FEMA, the Project Owner shall purchase flood insurance prior to Final Disbursement and maintained throughout the Affordability Period.

J. The Project. The statement of work, as set forth in this Section 1, shall be referred to herein as the "**Project**."

Section 2 ***City to Advance HOME Funds.***

A. Amount of HOME Funds. The City will advance and remit to Project Owner the maximum sum of **FOUR HUNDRED THOUSAND and 00/100 DOLLARS ($400,000.00)** ("**HOME Funds**") under terms and conditions set forth below.

B. Source of HOME Funds. The HOME Funds are from the City's HOME Investment Partnership allocation of:

Program Year 2019: $454,741.00 awarded to the City of Fargo on August 13, 2019; Federal Award Identification Number M-19-MC-38-0220, CFDA 14.239, DUNS 07-026-5871.

C. Form and Terms of Assistance. The City will advance the HOME Funds in the form of a loan to Project Owner. The Term of the HOME loan will commence at execution of the Leasehold Mortgage and Promissory Note and continue for a term of twenty (20) years.

The HOME loan will carry 0% interest (provided there is no default). Payment is deferred for the life of the loan of twenty (20) years from the date of the promissory note, with any remaining principal due at that time. The HOME Loan may be prepaid at any time by the Project Owner without penalty, however pursuant to 24 CFR 92.252(e)(1)(i), repayment of the HOME Loan prior to the end of the Affordability Period will not result in the termination of the Affordability Period.

a. Loan Instruments and Security. The HOME Loan must be evidenced by a promissory note ("**Note**") and secured by a mortgage of the Projection Owner's leasehold interest in the Property ("**Mortgage**"), an assignment of rents and leases ("**Assignment of Rents and Leases**"), and appropriate UCC financing statements ("**Financing Statements**"). It is understood and agreed that the Mortgage will be a second mortgage, meaning that it is intended to be subordinate in time and interest to a mortgage issued by the Project Owner to Sterling Bank during the construction of the Project and thereafter to PNC Bank, National Association.

Together, this Agreement, Note, the Mortgage, the Assignment of Rents and Leases, and the Declaration of Land Use Restrictive Agreement, described in Section 3.G., below, shall constitute the "**Loan Documents.**"

b. Title Insurance. Prior to the making of any advance of funds under the loan by the City, the Project Owner shall provide a title insurance policy insuring the Property in standard ALTA form issued by a title company authorized to do business in the State of North Dakota and acceptable to the City. The name of the insured shall be the City of Fargo, a North Dakota municipal corporation. The policy shall show leasehold title to the Property, subject only to such exceptions as the City may approve, shall be in the full amount of the City's loan, shall contain a comprehensive coverage endorsement and other such endorsements as the City may require and shall insure that the mortgage constitutes a valid second-position lien on the Property, and that the Property is free of all liens, encumbrances, restrictions, or other matters of any kind whatsoever, with only such exceptions from coverage as are satisfactory to the City.

c. Ownership Entity. The Project Owner agrees that no sale or transfer of the Property will be made without the prior written consent of the City, except as permitted under the Mortgage. Transfers of partnership interests as permitted under the Partnership Agreement, and any amendments to the Partnership Agreement effectuating such transfers, shall not require City consent or approval.

D. HOME Subsidy Limit. Upon Project Completion, the per-unit subsidy invested in the Project's HOME-assisted units shall not be less than $1,000 or more than the maximum HUD limit. As of the Effective Date of this Agreement, the maximum subsidy limit per HOME-assisted unit is:

- $175,752 for a 1-bedroom unit
- $213,718 for a 2-bedroom unit

E. Other Funds. The Housing and Redevelopment Authority of the City of Fargo, the sole member of Fargo Elliott Place Four GP, LLC, the Administrative General Partner of Fargo Elliott Place Four, LLLP, received $500,000.00 in Community Development Block Grant funds through a Subrecipient Agreement dated December 6, 2016 for the acquisition of the Property.

The Project will receive funds from the following sources:

- 2020 Allocation Plan 4% Low Income Housing Tax Credits through the North Dakota Housing Finance Agency (NDHFA)
- 2019 National Housing Trust Fund through the NDHFA
- 2019 Housing Incentive Fund through the NDHFA
- Project-Based Vouchers from the Department of Housing and Urban Development
- Construction financing through NDHFA from proceeds of a tax exempt loan made by Sterling Bank to NDHFA
- Permanent financing through NDHFA from proceeds of a tax exempt loan made by PNC Bank as Freddie Mac Seller/Servicer

Section 3 HOME Program Requirements.

As a recipient of HOME funds, Project Owner shall comply with all federal laws and regulations, now or in the future as amended listed in Exhibit "E." In addition, acceptance of HOME funds requires compliance with specific HUD regulations further described in this section.

A. Affirmative Marketing. As the Project does not consist of five (5) or more HOME-assisted units, the Affirmative Marketing requirements do not apply. However, the City encourages the Project Owner Prior to affirmatively market HOME-assisted units to individuals least likely to apply.

B. Violence Against Women Act ("**VAWA**"). Project Owner shall comply with the HUD implementing regulations of the Violence Against Women Act at 24 CFR 92.359 and 24 CFR 5.2005 throughout the Affordability Period as defined in Section 6 Paragraph A.

a. "Notice of Occupancy Rights Under the Violence Against Women Act." This notice must be provided when an application for a HOME-assisted unit is denied or approved or with any eviction notification. Project Owner must use Form HUD-5380.

b. VAWA Lease Addendum. The lease for any HOME-assisted unit must incorporate the VAWA Lease Addendum required under 24 CFR 92.359(e).

c. Emergency Transfer Plan. Project Owner shall follow the City's Emergency Transfer Plan for victims of domestic violence, dating violence, sexual assault, or stalking under VAWA. The Project Owner has been provided a copy of the City's policy.

d. Bifurcation of Lease. If a family living in a HOME-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME-assisted unit.

C. Displacement, Relocation, and Acquisition. Project Owner shall take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the Project. Project Owner shall comply with appropriate relocation and real property acquisition requirements as provided in 24 CFR 92.353.

This Project will be constructed on vacant land and will not result in displacement.

D. Conflict of Interest. The following parties may not occupy a HOME-assisted affordable housing unit in the Project during the Affordability period:

a. The Project owner, developer, or sponsor;

b. Any officer, employee, agent, elected or appointed official or consultant of the owner, developer, or sponsor;

c. Any immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor.

E. Equal Access. As the Project is considered housing assisted by HUD, it shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status pursuant to 24 CFR 5.105(a)(2).

F. Religious Activities and Faith-Based Organizations. Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Project Owner is not a faith-based organization. Nevertheless, Project Owner is prohibited from using the Federal financial assistance received to support or engage in any explicitly religious activities such as, but not limited to, worship, religious instruction, or proselytization, or in any other manner prohibited by law.

G. Land Use Restrictive Agreement. Project Owner shall execute a Land Use Restrictive Agreement ("LURA") upon completion of the Project and the marking of the Project as complete in HUD's disbursement and information system, and the City is hereby authorized to record the LURA against the Project Owner's leasehold interest in the Property at the office of the Cass County Recorder. Said LURA shall be substantially in conformance with the form of LURA attached as Exhibit "A."

H. Historic Preservation. Project Owner shall require its contractors or subcontractors to stop construction if ground disturbance related to this Project results in the discovery of any bones, artifacts, foundations, or other indications of past human occupation and notify both the State Historic Preservation Office and the City immediately.

Section 4 ***Project Owner Responsibilities During the Award Period.***

The following section describes the responsibilities of Project Owner after the Effective Date of this Agreement and before the commencement of the Affordability Period. Project Owner shall comply with the below provisions.

A. Report During the Development Phase. Project Owner shall report not less than quarterly on progress toward commencement of construction. Quarterly reports will be due on the 15th of the month following the end of the previous quarter. Project Owner shall submit this report regardless of whether a disbursement is requested from the City. "Report" shall mean a format determined acceptable to the City and may consist of conference calls and/or brief written reports.

B. Report During Construction. Once construction commences, Project Owner shall report on construction progress on a monthly basis. "Report" shall mean a format determined acceptable to the City and may consist of conference calls, brief written reports, and/or copying the City on draw requests. If a draw request is not made during the month, the City reserves the right to request a verbal or written progress report or conduct a site visit.

C. Request Disbursements During Construction. Project Owner shall make disbursement requests for HOME Funds from the City during construction no more frequently than monthly and no less frequently than quarterly; unless otherwise authorized by the City in writing. Disbursement requests must meet the criteria described in Section 5(A) "Disbursement." Project Owner shall use the template "HOME Disbursement Request" form attached as Exhibit "F."

D. Report During Lease-Up. For any HOME-assisted unit leased in a calendar month, Project Owner shall submit the City's "HOME Benefit Form" by the 7th of the next month. If no units were leased, Project Owner shall inform the City by the same date.

Section 5 City Responsibilities During the Award Period.

The following section describes the responsibilities of the City after the Effective Date of this Agreement and before the commencement of the Affordability Period.

A. Disbursement. The City shall remit funds upon receiving a disbursement request from Project Owner, provided that:

a. Funds are needed for payment of HOME-eligible costs. The amount of each request must be limited to the amount needed.

b. Project Owner has not already made a disbursement request during the calendar month (unless an exception has been granted in writing by the City).

c. Project Owner is not in material default under the terms of this Agreement or of any of the Loan Documents, and no event shall exist, which by notice, passage of time, or otherwise would constitute an event of default under this Agreement.

d. The Project shall not have been materially damaged by fire or other casualty.

e. Project Owner has provided documentation of direct costs, such as invoices or receipts, which the Project Owner certifies are true and correct copies of payments due for an activity covered by this Agreement and made in accordance with the Statement of Work.

f. After inspection of the Project and review and approval of the work performed, the City has approved the disbursement request.

B. Retainage. All disbursement requests will be made in full as provided hereunder except that the final ten percent (10%) of HOME Funds, will be retained by the City without interest accrual, and be paid as a Final Disbursement upon the City's receipt of all project closeout items listed in the City of Fargo's HOME Project Completion Policy.

C. Project Completion Inspection. To ensure the Project meets the Property Standards, the City shall conduct an HQS inspection prior to occupancy. This inspection and all corrective or remedial actions must be completed before the City will issue the Final Disbursement and mark the Project complete in HUD's disbursement and information system.

Section 6 Owner Responsibilities During the Affordability Period.

The following section describes the responsibilities of the Project Owner during the Affordability Period. Project Owner shall comply with the below provisions.

A. Affordability Period. The Project Owner must comply with all HOME regulations, throughout the Affordability Period, as defined herein.

As a new construction rental project, the Affordability Period is twenty (20) years commencing with the Project Completion Date.

a. Project Completion Date. The "**Project Completion Date**" shall be as defined in 24 CFR §92.2 when: all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under §92.251); the final drawdown of HOME funds has been disbursed for the project; and the project completion information has been entered into the disbursement and information system established by HUD; provided, however, that the term "Project Completion Date" may be deemed to be a different such date in accordance with particular federal regulations, as the same may be modified from time to time. Regardless of when the LURA (substantially similar to Exhibit "A") is executed and recorded, the first day of the Affordability Period shall be the Project Completion Date as defined above.

i. Six Month Deadline for Leasing HOME Units. If within six (6) months of the Project Completion Date, one hundred percent (100%) of the HOME units are not rented to qualified households, the Project Owner shall submit to the City a marketing and outreach plan detailing how it will lease the remaining HOME units before the eighteen month deadline described in the following subparagraph.

ii. Eighteen Month Deadline for Leasing HOME Units. If within eighteen (18) months of the Project Completion Date, one hundred percent (100%) of the HOME units are not rented to qualified households, the Project Owner must repay the City the amount of HOME funds invested in that housing unit, defined as the final per-unit subsidy for that HOME-assisted unit.

b. Enforcement of Affordability Period. Pursuant to 24 CFR 92.252(e)(1)(i), the affordability requirements remain in force regardless of the term of any loan or mortgage, repayment of the HOME investment, or transfer of ownership documented, and are enforced via the LURA on the assisted property. The LURA will terminate at the end of the Affordability Period, and upon request, the City will execute a release of the LURA after the end of the Affordability Period.

B. Qualified Tenants. During the Affordability Period, HOME-Assisted Units must be occupied by tenants that are eligible as low-income as determined by HUD.

a. Tenant Selection. Project Owner shall adopt and follow written tenant selection policies. The policy must be submitted to the City for approval prior to the marketing of units to ensure compliance with 24 CFR 92.253(d).

i. Tenant Selection Preference. Project Owner is hereby authorized to limit tenant eligibility to the elderly.

b. Tenant Income Limits. Income-eligible households are defined as households having incomes at the time the tenant moves into the HOME-assisted Unit (hereinafter such time referred to as "**move-in**") at or below a certain amount of area median income ("**AMI**") based on household size.

For **High HOME Units**; a household must be at or below 60% AMI at **move-in**. For **Low HOME Units**; a household must be at or below 50% AMI at **move-in**. There are no Low HOME units in this project.

AMI is adjusted annually by HUD. As of the Effective Date of this Agreement, income limits can be found online at www.hudexchange.info/programs/home/home-income-limits/.

c. Tenant Income Verification. Income verification is the Project Owner's responsibility. The City uses the definition of annual income as defined at 24 CFR 5.609.

i. Initial Income Certification. Project Owner shall determine a household's initial eligibility for a HOME-assisted unit by anticipating a household's income over the next twelve (12) months using two months of source documents.

ii. Annual Income Self-Certification. After a household's Initial Income Certification, Project Owner shall obtain on an annual basis a written statement from the household stating its anticipated annual income and

household size over the next twelve (12) months. No source documentation is required for annual self-certifications.

1. Exception. Every sixth (6th) year of the Project's Affordability Period, Project Owner shall collect and examine two months of source documents for all HOME-assisted units.

d. Over-Income Tenants. If at recertification a household is over the income limit for the HOME-assisted unit, the Project Owner may not evict a household; refuse to renew a household's lease; or force a household to move buildings, projects, or units. Project Owner shall immediately contact the City regarding over-income tenants for guidance on how to obtain compliance.

C. Affordable Rents. HOME-assisted units must be rented at affordable rental rates as described below.

a. Rent Limits. The monthly rent plus utility allowance for a HOME-Assisted unit may not be higher than the maximum HOME rent limits set annually by HUD. As of the Effective Date of this Agreement, HOME rent limits may be found online at:

www.hudexchange.info/programs/home/home-rent-limits/.

b. Initial Rent Limit. All three (3) of HOME-assisted units in this Project are subject to High HOME rents and zero (0) units are subject to Low HOME rents. Table 6C sets the Initial HOME Rents for the Project. Regardless of future HUD adjustments as reflected online at the above-described web page, the HOME rents for this project are not required to be lower than the limits established in this table.

As of the Effective Date of this Agreement, the 2021 HOME Rent Limits were in effect and are listed as follows:

Table 6C: HUD HOME 2021 Rent Limits		
	1 Bedroom	2 Bedroom
High HOME Rent	$712	$873

c. Rent Increases. On an annual basis, the Project Owner shall submit to the City its proposed HOME rent structure for the coming year. The City will reasonably approve or disapprove the proposed rents. The City will approve new HOME rents provided the rent plus applicable utility allowance (see paragraph d below) does not exceed the HUD HOME Rent Limit (or paragraph b above, if applicable).

If a rent increase is approved by the City, rent increases for HOME-assisted units are subject to the provisions of outstanding leases. At a minimum, the owner must provide tenants in HOME-assisted units not less than thirty (30) days prior written notice before implementing any increases in rents.

d. Utility Allowances. Project Owner must deduct utility allowances from the published Rent Limits. Utility allowances for initial tenants will be determined before leasing

begins by the Project Owner using HUD's Utility Schedule Modeler or other approved method by HUD as outlined in *HOMEfires Vol. 13 No. 2, May 2016*. This schedule must be submitted to the City for approval.

Project Owner shall update Utility Allowances annually and submit them to the City for approval.

e. Fees. Project Owner may not charge fees not customarily charged in rental housing. Project Owner may charge reasonable application fees to prospective tenants. Project Owner shall be permitted to charge parking fees only if such fees are customary for rental housing projects in the neighborhood. Project Owner may charge fees for services such as bus transportation or meals, as long as such services are voluntary.

Project Owner shall submit a Fee Schedule prior to Project Completion for review and approval by the City, and annually thereafter.

f. Federal or State Project Based Rental Subsidy. Notwithstanding anything to the contrary contained herein, pursuant to 24 CFR 92.252(b)(2), if a HOME-assisted unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution to ward rent not more than 30 percent of the households adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

D. Tenant Leases. Project Owner shall maintain a written lease with tenants of HOME-assisted units which meets the following standards.

a. Lease Length. The written lease must be for an initial period of not less than one (1) year, unless by mutual agreement between the tenant and the owner a shorter period is specified.

b. VAWA Lease Addendum. The lease must incorporate the VAWA lease term/addendum required pursuant to 24 CFR 92.359(e).

c. Prohibited Lease Terms. The lease may not contain any of the federally-prohibited lease terms set forth in 24 CFR 92.253(b).

d. Termination of Tenancy. To terminate or refuse to renew tenancy, the Project Owner shall serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except as permitted under 24 CFR 92.253(c).

E. Property Standards. Project Owner shall maintain the Project so housing is in a safe and sanitary condition, and is in good repair in conformance with the following standards (collectively the "**Property Standards**").

a. **HQS** as defined in 24 CFR 982.401. It is agreed that the City may modify or replace the HQS with another standard as directed by HUD without requiring an amendment to this Agreement.

b. State and Local Codes. The Project shall be in compliance with all state and local codes, ordinances, and zoning.

c. Lead-Based Paint. As a new construction project, lead-based paint is not a concern.

F. Reporting. Project Owner shall maintain complete and organized records. This section sets forth the manner by which the Project Owner shall maintain records and report to the City on an annual basis.

a. Project Records. Representatives of the City, HUD, the Comptroller General of the United States, or their designees may examine any records or information accumulated relating to this Agreement. Project Owner shall maintain administrative and financial records as required by 24 CFR 92.508.

b. Record Retention. All Project Records must be retained until five years after the end of the Affordability Period.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

c. Annual Report. Project Owner shall provide the following to the City on an annual basis on the previous calendar year's activities. The City shall annually notify the Project Owner of the specific documents required and deadlines for submission:

i. Occupancy Report. A list of each HOME-assisted unit with information about the household. Project Owner shall use a City-provided form.

ii. Financial Report. Project Owner shall demonstrate the financial condition and continued financial viability of the Project. A list of these reports can be found in the City's HOME Policies and Procedures manual.

Section 7 City Responsibilities During the Affordability Period. The following describes the responsibilities of the City during the Affordability Period.

A. Annual File Monitoring. Upon reasonable advance written notice to the Project Owner, the City shall conduct, and Project Owner shall allow, monitoring reviews on an annual basis to verify

Project Owner is complying with all HOME rules and regulations. There are two types of such monitoring reviews:

a. On-Site File Monitoring Reviews. An on-site review shall consist of a review of Project Records related to the previous calendar year. A representative of the City shall conduct an on-site monitoring review of the Project on the following schedule.

i. Once within twelve (12) months of Project Completion.

ii. Once every three (3) years thereafter.

The City reserves the right to conduct more frequent on-site monitoring reviews of Project Records as are reasonably necessary to ensure compliance hereunder.

b. Desk Review of Project Records. During years when an on-site file monitoring is not required, the City shall examine copies of records and tenant files to ensure the Project Owner is in compliance with the HOME program.

B. Annual Property Standards Monitoring. The City shall verify Project Owner is maintaining Property Standards, as follows:

a. On-Site Property Standards Inspection. Upon reasonable advance written notice, the City building inspector shall conduct, and Project Owner shall allow, an on-site property inspection of HOME-assisted units on the following schedule.

i. Once within twelve (12) months of Project Completion.

ii. Once every three (3) years thereafter assuming no health and safety deficiencies have been identified. Health and safety deficiencies will result in annual inspections for three (3) years.

b. Property Standards Certification. In years when an on-site Property Standards inspection is not required, Project Owner shall certify to the City that each building and all HOME-assisted units associated with the Project are suitable for occupancy under the Property Standards set forth in this Agreement.

C. Yearly Updates to Tenant Income and Rent Limits. The City shall inform the Project Owner on an annual basis in writing of changes to the Tenant Income Limits and HOME Rent Limits when released by HUD.

D. Annual Approval. The City shall review and approve the rent structure and utility allowance for HOME-assisted units.

Section 8 Enforcement.

A. Default. The following shall constitute an event of default by Project Owner under this Agreement and subject to remedy if not corrected within the identified Corrective Action Period (Subsection B, below).

a. Failure to maintain the Project or HOME-assisted Units in accordance with the Property Standards;

b. Failure to meet the Affordability Requirements during the Affordability Period;

c. Failure to comply with HOME Program regulations, fair housing laws, and other federal requirements;

d. Any event of fraud, material misrepresentation, gross negligence, or willful misconduct in the execution or performance of this Agreement or in its application for participation in the HOME Program.

e. Use of HOME Funds for activities or uses that are not HOME-eligible costs.

f. Any other material breach of the terms and conditions of this Agreement by the Project Owner or any of its Employees, Contractors, or Agents.

B. Corrective Action Period. In the event of default by Project Owner, Project Owner shall have thirty (30) days from the receipt of written notice by the City to initiate corrective action. Such thirty (30) day period shall be extended as the City deems necessary in City's reasonable discretion, in the event that:

a. Project Owner has initiated and is diligently pursuing a cure to the reasonable satisfaction of the City, or;

b. The action to cure the default reasonably requires more than thirty (30) days.

C. Remedies. If Project Owner fails to cure the default, the City shall have the following remedies:

a. The City may terminate this Agreement.

b. Upon written demand by the City, the Project Owner shall remit payment to the City of all HOME Funds advanced by the City under this Agreement.

c. The City may withhold any further payments to be made under this Agreement until such time as Project Owner's breach has been cured to the satisfaction of the City.

d. The City may require the use of, or change in, professional property management.

e. The City may apply to any appropriate court, State or Federal, for such other relief as may be appropriate and allowed by law.

f. Enter upon the Property and take possession thereof, together with the Project then in the course of construction, and proceed either in its own name or in the name of the Project Owner, as the attorney-in-fact of the Project Owner (which authority is coupled with an interest and is irrevocable by the Project Owner), to complete or cause to be completed the Project, at the cost and expense of the Project Owner.

g. Pursue the appointment of a receiver to collect rents and profits or take possession of the Project.

h. Declare immediately due and payable all unpaid principal, accrued interest, and annual fees on the Note, together with all sums payable thereunder and the same shall thereupon be immediately due and payable without presentment of any other demand, protest, or notice of dishonor or any other notice of any kind, all of which are hereby expressly waived.

i. Apply sanctions set forth in 24 CFR Part 92, if determined by the City to be applicable.

Any delay by the City in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order), or concurrently, and as often as therefore arises.

The limited partner of the Project Owner shall have the right, but not the obligation to cure any event of default of Project Owner hereunder and such cure shall be deemed to have been made by the Project Owner.

Section 9 General Provisions.

A. Duration of Agreement. This Agreement shall be effective upon the Effective Date and shall remain in effect for the duration of the Affordability Period of twenty (20) years.

B. Assignability. This Agreement will not be assigned or transferred by the Project Owner without the prior written consent of the City. Notwithstanding the foregoing or anything to the contrary set forth herein, interests in the Project Owner may be transferred without consent or restriction.

C. Independence of Project Owner. Nothing contained in this Agreement nor the relationship of the Project Owner to other parties, shall make or be construed to make the Project Owner, or any of the Project Owner's agents or employees, the agents or employees of the City. The Project Owner shall be solely and entirely responsible for its acts and the acts of its agents, employees, and subcontractors.

D. Assurances. The Project Owner shall use HOME Funds for the purposes authorized by the Fargo City Commission. The Project Owner shall comply with the assurances, attached as Exhibit "E" and made a part of this Agreement, which are required by the Department of Housing and Urban Development for all HOME projects.

E. Conflict of Interest. While the conflict of interest provisions in 24 CFR 92.356 do not technically apply to the Owner's procurement of goods and services associated with the development or operation of the Project, the Owner agrees to notify the City in writing and seek the City's approval prior to entering into any contract with any entity owned in whole or in part by a covered person or an entity owned or controlled in whole or in part by the Owner, the General

Partner, any of the underlying individual owners of the General Partner, or any of the Guarantors. The City will review the proposed contract to ensure that the contractor is qualified and that the costs are reasonable. Approval of an identity of interest contract will be in the City's sole discretion.

Notwithstanding, the City initially acknowledges and approves the Owner's use of the Housing and Redevelopment Authority of the City of Fargo as the property manager for the Project. The City also acknowledges and approves the Housing and Redevelopment Authority of the City of Fargo's role as the sole member of the Administrative General Partner, the landlord under the Ground Lease, and a member of Fargo Elliott Place Four Development, LLC, the Developer.

F. License and Insurance Requirements. Project Owner shall comply with all applicable licensing requirements and associated business regulations, whether federal, state, or local. Project Owner shall purchase and maintain the policies listed in Exhibit "G.".

G. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

H. Headings. The headings of the sections and paragraphs in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents.

I. Amendments. Except as set forth in this Agreement, the Agreement and Loan Documents may only be modified or amended by written instrument signed by all the parties hereto.

Notwithstanding any terms within this Agreement, in the event that (i) HUD imposes new or modified requirements on existing HOME-assisted projects through regulation, administrative notice, publication, or other notice or (ii) HUD specifically identifies violations of HOME program requirements pertaining to this Agreement or the Project, Project Owner shall comply with any new or modified requirements to ensure the Project remains in or is brought into compliance with such requirements. Project Owner further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to reflect and implement new HOME requirements or correct identified deficiencies. The City shall provide not less than thirty (30) days' notice to the Project Owner of any such modifications.

J. Indemnification and Hold Harmless. Project Owner 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 from the intentional or grossly negligent acts or omissions of the Project Owner, or the Project Owner's contractors, successors, or assigns in connection with the work on the Property, and the Project Owner will, at the Project Owner'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 but not limited to any repayment obligation to HUD incurred by the City under 24 CFR 92.503(b), any reasonable attorney fees,

reasonably incurred in or in connection with any such claims or proceedings brought thereof, and other costs and expenses incident to monitoring, remedial actions, proceedings, or investigations and the defense of any claim, arising out of, resulting from, or related to, and to pay the City or its successor in interest, on demand, the full amount of any sum which the City or its successor has paid or becomes obligated to pay on account of:

a. Any material misrepresentation, omission, or the breach of any representation or warranty of the Project Owner.

b. Any failure of the Project Owner to materially perform or observe or cause to be performed or observed any term, provision, covenant, or agreement to be performed or observed by the Project Owner, or after assumption, by a subsequent to the Project Owner.

c. Any claims, assessments, or liabilities for charges, penalties, liens, taxes, or deficiencies arising from or relating to the use and operation by the Project Owner, or after an assumption, the Project Owner's successors to the Property or Project.

d. The manufacture, generation, storage, use, treatment, transportation, or disposal of solid waste, or any toxic or hazardous materials, substances, or pollutants either directly or indirectly by the Project Owner or any of their past or present affiliates on the Project Site described in Section 1, which occurs prior to possession passing from Project Owner pursuant to a Sheriff's Deed upon completion of a foreclosure or upon acceptance of a Deed in Lieu of Foreclosure.

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 Project Owner'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 and the City shall indemnify and hold harmless the Project Owner and any of their 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 from the intentional or grossly negligent acts or omissions of the City or any of its officers, employees, contractors, consultants, representatives, agents, and assigns.

Except for the indemnification obligations set forth above, neither the Project Owner nor any of its partners shall have any personal liability for the payment of Indebtedness or the performance of any obligations of the Project Owner hereunder or under the Note or other Loan Documents. In any action to realize upon any security furnished under any instrument now or hereafter securing the Indebtedness evidence by any of the Loan Documents or to collect any amounts payable thereunder, neither the Project Owner nor any partner of the Project Owner or any partner, officer, director, employee or agent of any partner of the Project Owner shall have any personal liability for the repayment of the Indebtedness and no judgment for the repayment of the Mortgage or the Note or interest thereon, if any, or any other sums due under the Mortgage or the Note or for damages for failure to perform any obligations owed to the City hereunder will be enforced solely against the Mortgaged Property (as that term is defined in the Mortgage).

K. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. Except as set forth in Section 9(B) herein, the Project Owner may not assign its interests or obligations under this Agreement without the prior written consent of the City.

L. Form of Notices; Addresses. Except for notices of default issued pursuant to Section 8 of this Agreement, all notices, requests, consents, or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States mail or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section):

To: Project Owner

Fargo Elliott Place Four, LLLP
c/o Housing and Redevelopment Authority of the City of Fargo
325 N. Broadway
P.O. Box 430
Fargo, North Dakota 58107-0430
Attention: Jill Elliott

with a copy to:

Blueline Development, Inc.
1004 South Ave W
Missoula, MT 59801
Attention: Kelly Gill

And:

WNC Holding, LLC
c/o WNC & Associates, Inc.
17782 Sky Park Circle
Irvine, California 92614-6404
Attention: David N. Shafer, Esq.

And:

Holland & Knight LLP
10 Saint James Ave, 11th Floor
Boston, Massachusetts 02116
Attention: Jonathan Sirois, Esq.

To: City

City of Fargo
Department of Planning and Development
Attn: HOME Program
225 4th Street North
Fargo, ND 58102

With respect to notices of default issued pursuant to Section 8 of this Agreement, all such notices shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the Parties at the same address as above (or at such other address as a Party may from time to time designate by notice given pursuant to this Section).

Each notice shall be deemed given and received on the date delivered if served personally or, if sent by United States mail or by overnight delivery service, then the day so sent to the address of the respective Party, as provided in this Section, postage pre-paid. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

a. Calculation of Time. Unless otherwise stated, all references to "day" or "days" shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

M. Receipt of Manual: The person executing this Agreement on behalf of **Project Owner** hereby certifies that **Project Owner** has been provided with the City of Fargo's HOME Manual for Rental Projects. Project Owner shall provide this document to its selected property manager and to the successors of said manager.

Project Owner Representative initials here: _____

N. Venue. In the event of a dispute or litigation arising out of this Agreement, it is understood and agreed that this Agreement was executed and performed in Cass County, North Dakota. Therefore, this Agreement shall be construed and interpreted in accordance with North Dakota law. Any lawsuit shall be brought in state or federal court in North Dakota and venued in Cass County, North Dakota.

O. Memorandum of Agreement. Simultaneous with the execution of this Agreement, the Parties will execute a Memorandum of Agreement in recordable format, substantially in the form attached as Exhibit "B", hereto, and any of the Parties are authorized to record said instrument against the Property at the Office of the Cass County Recorder.

P. Entire Agreement. This Agreement, Sections 1 through 9, together with Exhibits "A" – "H" and Land Use Restrictive Agreement, and proposal and application for participation in the program submitted by Project Owner, which are specifically incorporated herein, represent the entire agreement between the parties and supersede all prior representations, negotiations, or agreements whether written or oral.

Q. Replacement Loan. The City hereby acknowledges and agrees that senior indebtedness with respect to the Project may mature prior to the maturity date of the City's loan. Provided the conditions enumerated below are met, the City will consent to a refinancing of any such senior indebtedness on its maturity date(s) by one or more new permanent loans in an aggregate amount not to exceed the sum of the then outstanding aggregate principal balance of the senior indebtedness plus reasonable closing costs: (i) Project Owner shall notify the City with the proposed terms of such new loan(s) not less than sixty (60) days prior to such refinancing, (ii) the interest rate of such loan(s) shall be fixed for the entire term at a then-competitive and commercially reasonable rate of interest; (iii) Project Owner shall be in compliance with all terms and conditions set forth in this Agreement and the Loan Documents, including but not limited to requirements of the Affordable Housing Restriction, and (iv) the lien position of the City's loan shall not change.

(Signature Page to Follow)

SIGNED THE ____ DAY OF _____, 2021.

SIGNED THE ____ DAY OF _____, 2021.

FARGO ELLIOTT PLACE FOUR, LLLP, a North Dakota limited liability limited partnership By: FT FEPF, LLC, a North Dakota limited liability company Its: Managing General Partner By: Franklin's Tower, LLC, a Montana limited liability company Its: Sole Member and Manager By: _____ Kelly Gill, Managing Member By: Fargo Elliott Place Four GP, LLC, a North Dakota limited liability company Its: Administrative General Partner By: Housing and Redevelopment Authority of the City of Fargo Its: Sole Member By: _____ Jill Elliott, Executive Director Federal ID # 35-2685420 DUNS # _____	**CITY OF FARGO,** a North Dakota municipal corporation By: _____ Timothy J. Mahoney, M.D. Its: Mayor ATTEST: _____ Steven Sprague, City Auditor

EXHIBIT "A"

LAND USE RESTRICTIVE AGREEMENT (LURA)

DECLARATION OF LAND USE RESTRICTIVE AGREEMENT
(MULTIPLE FAMILY)

FARGO HOME PROGRAM

THIS "Declaration of Land Use Restrictive Agreement" (this "Declaration") is declared and established as of the _____ day of _____, 20_____ by Fargo Elliott Place Four, LLLP, a North Dakota limited liability limited partnership ("Project Owner"), whose address is 325 Broadway; Fargo, ND 58102.

WITNESSETH:

WHEREAS; Project Owner holds a ninety-nine year leasehold interest in that certain of land located in Cass County, North Dakota, legally described as follows:

[To be confirmed after condo declaration recorded]

(hereinafter "Subject Property") the street address for which is 4462 30th Avenue South, Fargo, ND 58104.

WHEREAS; Project Owner constructed upon the Subject Property an affordable residential housing development of 52 senior housing units (the "Elliott Place Four Project").

WHEREAS; Project Owner applied to the City of Fargo, a North Dakota municipal corporation (the "City") for a loan ("HOME Loan"), made available by funds received from the US Department of Housing and Urban Development (HUD), (said Funds hereinafter collectively referred to as the "HOME Funds"), provided through the provisions of the National Affordable Housing Act of 1990, HOME Investment Partnership Program, and pursuant to all federal rules, regulations and policies promulgated thereunder (herein said act, program, rules, regulations and policies collectively referred to as the "HOME Program"), which HOME Program is being administered by the Department of Planning and Development of the City; and

WHEREAS; the HOME Program, as adopted by City, requires that this Declaration be executed, delivered, and recorded with the County Recorder for the county at which said Elliott Place Four Project is located in order to create certain covenants running with the leasehold interest in the Subject Property for the purpose of enforcing certain requirements which regulate and restrict the use, occupancy and transfer of the Subject Property as set forth herein; and

WHEREAS; the City and Project Owner entered into an Owner Agreement for the provision of 2019 HOME Funds setting forth terms by which the Project Owner will receive the proceeds of the HOME Loan (the "Owner Agreement"), and conditions and obligations of the Project Owner for receiving such loan proceeds;

NOW, THEREFORE, in consideration of the above recitals and the following mutual covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby declared:

SECTION 1 - RECORDING AND FILING

Upon execution and delivery of this Declaration by the Project Owner, the City may cause this Declaration and all amendments hereto to be recorded at the Office of the County Recorder in Cass County, North Dakota, and shall pay all fees and charges incurred in connection therewith. Upon recording, the City shall immediately transmit to Project Owner an executed and certified copy of the original of the recorded Declaration, showing the date, book and page of recordation.

SECTION 2 – HOME COMPLIANCE DEFINITIONS

A. The Project Owner, at this place, confirms that the "Term" or "Affordability Period" is twenty (20) years under the HOME Program, and will commence on [DATE], and terminate on [DATE]. The commencement date represents the Project Completion Date, as that term is defined in the Owner Agreement.

B. High HOME Rent and Low HOME Rent: High HOME Rent and Low HOME Rent shall refer to the HOME Rent Limit categories which are published annually by HUD. HOME rent limits are currently available at https://www.hudexchange.info/programs/home/home-rent-limits/.

SECTION 3 - COVENANTS TO RUN WITH THE LAND

Project Owner intends, declares and covenants, on behalf of Project Owner and all future owners and operators of the Project during the Term, that this Declaration and the covenants and restrictions set forth herein which regulate and restrict the use, occupancy and transfer of the Subject Property shall be and are covenants running with the Subject Property, binding upon the Project Owner's successors in title and all subsequent owners and operators of the Subject Property, and are not merely personal covenants of the Project Owner, and shall bind the Project Owner, and the benefit shall inure to the City and any past, present or prospective tenants of the Project, and the City's respective successors and assigns during the Term hereof. The Project Owner agrees that any and all requirements of the laws of the State of North Dakota to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to have been satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that these restrictions run with the land. For the Term hereof, every contract, deed or other instrument hereinafter executed, encumbering or conveying the Project or any portion thereof shall expressly provide that such Agreement is subject to this Declaration, provided however, that covenants contained

herein shall survive and be effective regardless of whether such document provides that such instrument is subject to this Declaration.

SECTION 4 - REPRESENTATIONS, FURTHER COVENANTS AND WARRANTIES OF THE PROJECT OWNER

(A) Project Owner is a limited liability limited partnership, duly organized under the laws of the State of North Dakota (the "State"), and is qualified to transact business under the laws of the State. Project Owner has the power and authority to own its properties and assets and to carry on its business as now being conducted, and has the full legal right, power and authority to execute and deliver this Declaration.

(B) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by the Declaration) or would materially adversely affect its financial condition.

(C) The Project Owner agrees to comply fully with the requirements of the HOME Program as it may from time to time be amended or modified at 24 CFR Part 92.

SECTION 5 - RENTAL LIMITATIONS AND RESTRICTIONS.

HOME Restrictions: HOME rents as outlined in the Agreement shall apply to a total of three (3) units for not less than the Term. All three (3) units are designated as "floating" HOME units. The three (3) units shall consist of two (2) one-bedroom units and one (1) two-bedroom units. Three (3) units are subject to high HOME rents and zero (0) units are subject to Low HOME rents. High and Low HOME rents are published on an annual basis by HUD. Rents can be adjusted on an annual basis in accordance with rents published by HUD. Rent increases are subject to the written approval of the City of Fargo and the provisions of tenant leases.

SECTION 6 - TERMINATION.

The Elliott Place Four Project will remain affordable as provided herein, for not less than the Term, without regard to the term of any loan or mortgage, repayment of the HOME investment, or the transfer of ownership, except that upon foreclosure or transfer in lieu of foreclosure, this Declaration and the covenants and restrictions set forth herein shall terminate. However, if at any time following the transfer by foreclosure or transfer in lieu of foreclosure, but still during the Term the Project Owner of record prior to the foreclosure or transfer in lieu of foreclosure, or any newly formed entity that includes the former Project Owner, or those with whom the former Project Owner has or had family or business ties, obtains an ownership interest in the Project, the period of affordability shall be revived according to its original Term. Nothwithstanding anything to the contrary contained herein, at the conclusion of the Term, so

long as Project Owner has maintained and managed the Elliott Place Four Project in compliance with Project Owner's obligations hereunder, the City shall issue an unconditional release and termination of this Declaration.

SECTION 7 - DEFAULT.

(A) Enforcement and Remedies. If Project Owner defaults in the performance of any of its obligations under this Declaration or breaches any covenant, declaration or restriction set forth herein or in the Owner Agreement (to the extent such Project Owner is required comply with such covenant, declaration or restriction in such Owner Agreement), and if such default remains uncured for a period of ninety (90) days after notice thereof is given by City, City shall be entitled to apply to any court having jurisdiction of the subject matter for specific performance of the Declaration, for an injunction against any violation of the Declaration, for the appointment of a receiver to take over and operate the Elliott Place Four Project in accordance with the terms of this Declaration, or for such other relief as may be appropriate, it being acknowledged that the beneficiaries of Project Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Project Owner default. City shall be entitled to all its reasonable costs in any such judicial action in which City shall prevail. The City hereby agrees that the limited partners of the Project Owner shall have the right but not the obligation to cure any defaults hereunder on the same terms as the Project Owner and the City shall accept or reject such cure as though rendered directly by the Project Owner.

(B) Remedies Cumulative. Each right, power and remedy of City provided for in this Declaration, now or hereafter existing at law or in equity by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Declaration, or hereafter existing at law or in equity or by statute, or otherwise, and the exercise or beginning of the exercise by City of any one or more of the rights, powers or remedies provided for in this Declaration or now or hereafter existing at law, in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by City of any or all such other rights, powers or remedies.

SECTION 8 - MISCELLANEOUS.

(A) Additional Documents. The Project Owner shall submit any other information, documents or certifications requested by the City which City deems reasonably necessary to substantiate the Project Owner's continuing compliance with the HOME program.

(B) Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

(C) Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses shown in the Owner Agreement, or to such other place as a party may from time to time designate in writing to the other(s).

(D) Applicable Laws. This Declaration is governed by the laws of the State of North Dakota.

(E) Assignment or Transfer. Project Owner may not assign or otherwise transfer or delegate any right or duty without the express written consent of City; provided that nothing contained herein shall restrict transfers of partnership interests in the Project Owner.

(F) Waivers. This Declaration may not be waived, altered, modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

(G) Compliance. Project Owner agrees to comply with all applicable laws, rules, regulations, and policies, including but not limited to those relating to non-discrimination, accessibility and civil rights. Project Owner agrees to timely file all recommended reports, make required payroll deductions, and timely pay all taxes and premium owed, including but not limited to sales and use taxes and unemployment compensation and workers compensation premiums. Project Owner shall have and keep current at all times during the term of this Declaration all licenses and permits required by law. The duties imposed by this paragraph are in addition to, and do not supplant, the duties imposed by 24 CFR part 92.

(H) Indemnity. Project Owner shall comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of this Declaration, and shall conduct its activities so as not to endanger any person or property. Project Owner agrees to indemnify, save, and hold harmless the City, its agents, officers, and employees, from any and all claims of any nature, including costs, expenses, and reasonable attorneys' fees which may in any matter arise out of or result from this Declaration except claims resulting from or arising out of the City's acts or failure to act.

(I) Insurance. Project Owner shall secure liability and property damage insurance and furnish a certificate of insurance or other satisfactory proof of such coverage. The policy may not be canceled without prior written notice to City. The insurance policy does not define or limit Project Owner's duty to indemnify City under Section 8 (H).

(J) Modification and Incorporation. No waiver, consent, modification, or change of any term of this Declaration is effective unless in writing and signed by both parties. There are no understandings, declarations or representations, oral or written, not specified within the Grant Agreements and the accompanying documents. The provisions of the Grant Agreements are hereby incorporated by reference into this Declaration, as fully as if set forth and in detail herein.

Signature Page Follows on Page 6 of 6

IN WITNESS WHEREOF, the Project Owner has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first above written.

FARGO ELLIOTT PLACE FOUR, LLLP,
a North Dakota Limited Liability Limited Partnership

By: FT FEPF, LLC,
a North Dakota limited liability company
Its: Managing General Partner

By: Franklin's Tower, LLC
a Montana limited liability company
Its: Sole Member and Manager
By: _____
Kelly Gill, Managing Member

By: Fargo Elliott Place Four GP, LLC,
a North Dakota limited liability company
Its: Administrative General Partner

By: Housing and Redevelopment Authority of the City of Fargo
Its: Sole Member
By: _____
Jill Elliott, Executive Director

[Notarization on following page]

STATE OF NORTH DAKOTA)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Jill Elliott, who acknowledged herself to be the Executive Director of the Housing and Redevelopment Authority of the City of Fargo, the sole member of Fargo Elliott Place Four GP, LLC, the administrative general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

(SEAL) Notary Public, State of North Dakota

My Commission Expires:_____

STATE OF _____)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Kelly Gill, who acknowledged herself to be the managing member of Franklin's Tower, LLC, the sole member and manager of FT FEPF, LLC, the managing general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

(SEAL) Notary Public, State of

My Commission Expires:_____

EXHIBIT "B"

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

Between the City of Fargo and Fargo Elliott Place Four, LLLP

HOME Investment Partnership (HOME)
New Construction – 4462 30th Avenue South

This Memorandum of Agreement ("**Memorandum of Agreement**") is made this _____ day of _____, 2021, by and between the City of Fargo, a North Dakota municipal corporation ("**City**"); and Fargo Elliott Place Four, LLLP, a North Dakota limited liability limited partnership ("**Project Owner**"). (The City and Project Owner shall be cumulatively referred to herein as the "**Parties**" and separately as a "**Party**").

WHEREAS, the parties have entered into an OWNER AGREEMENT concerning that certain real property lying in Cass County, North Dakota, said property more particularly described as follows:

[To be confirmed after condo declaration is recorded]
and,

WHEREAS, as part of said Owner Agreement, the City provided the land upon which the Project, as defined therein, was to be constructed and operated; and,

WHEREAS, said agreement further contains the following provision, among others, at section 3.H:

> H. Land Use Restrictive Agreement. Project Owner shall execute a Land Use Restrictive Agreement ("LURA") upon completion of the Project and the marking of the Project as complete in HUD's disbursement and information system, and the City is hereby authorized to record the LURA against the Property at the office of the Cass County Recorder. Said LURA shall be substantially in conformance with the form of LURA attached as Exhibit "A."

This Memorandum of Agreement incorporates all the other terms and provisions of the OWNER AGREEMENT between the parties the effective date of which is the ___day of _____, 2021, a copy of said agreement being on file at the office of the City Auditor, Fargo City Hall, 225 North Fourth Street, Fargo, North Dakota.

As provided in said OWNER AGREEMENT, all provisions of said agreement shall be deemed to be covenants running with the land and shall be binding upon the heirs, executors, administrators, assigns, designees and successors in interest of the parties.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Agreement the day and year first above written.

FARGO ELLIOTT PLACE FOUR, LLLP
a North Dakota Limited Liability Limited Partnership

By: FT FEPF, LLC,
a North Dakota limited liability company
Its: Managing General Partner

By: Franklin's Tower, LLC
a Montana limited liability company
Its: Sole Member and Manager
By: _____
Kelly Gill, Managing Member

By: Fargo Elliott Place Four GP, LLC,
a North Dakota limited liability company
Its: Administrative General Partner

By: Housing and Redevelopment Authority of the City of Fargo
Its: Sole Member
By: _____
Jill Elliott, Executive Director

[Notarization on following page]

STATE OF NORTH DAKOTA)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Jill Elliott, who acknowledged herself to be the Executive Director of the Housing and Redevelopment Authority of the City of Fargo, the sole member of Fargo Elliott Place Four GP, LLC, the administrative general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

(SEAL) Notary Public, State of North Dakota

My Commission Expires:_____

STATE OF _____)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Kelly Gill, who acknowledged herself to be the managing member of Franklin's Tower, LLC, the sole member and manager of FT FEPF, LLC, the managing general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

(SEAL) Notary Public, State of

My Commission Expires:_____

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Agreement the day and year first above written.

CITY OF FARGO,
a North Dakota municipal corporation

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

Attest:

_____
Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this _____ day of _____, 2021, before me, _____, the undersigned Notary Public, personally appeared TIMOTHY J. MAHONEY, M.D., and STEVEN SPRAGUE, known to me to be the Mayor and City Auditor of the City of Fargo, a North Dakota municipal corporation, on behalf of said municipal corporation and who acknowledged that they executed this instrument.

Notary Public
(Seal)

Notary Name:_____

EXHIBIT "C"

Developer's Budget

PROJECT BUDGET

Uses	Total Budget	Total Basis	9% Budget	4% Budget	9% Basis	4% Basis
Direct Construction Costs						
Land	$ 775,000.00	$ -	$ 387,500.00	$ 387,500.00		$ -
Site Work	$ -	$ -	$ -	$ -	$ -	$ -
Sewer and Water tap fees	$ 106,484.00	$ 106,484.00	$ 40,570.40	$ 65,913.60	$ 40,570.40	$ 65,913.60
Elevator		$ -	$ -	$ -	$ -	$ -
Permits and fees	$ 90,318.00	$ 90,318.00	$ 34,411.16	$ 55,906.84	$ 34,411.16	$ 55,906.84
Architect Design	$ 660,000.00	$ 660,000.00	$ 287,803.00	$ 372,197.00	$ 287,803.00	$ 372,197.00
Architect Supervision	$ 165,000.00	$ 165,000.00	$ 70,600.00	$ 94,400.00	$ 70,600.00	$ 94,400.00
Construction costs	$ 14,181,647.00	$ 14,181,647.00	$ 5,426,718.00	$ 8,754,929.00	$ 5,426,718.00	$ 8,754,929.00
Construction contingency	$ 709,082.35	$ 709,082.35	$ 270,160.38	$ 438,921.97	$ 270,160.38	$ 438,921.97
Construction testing	$ 42,000.00	$ 42,000.00	$ 16,002.00	$ 25,998.00	$ 16,002.00	$ 25,998.00
Builders Risk	$ 106,201.00	$ 106,201.00	$ 40,462.58	$ 65,738.42	$ 40,462.58	$ 65,738.42
Construction Inspections	$ 30,000.00	$ 30,000.00	$ 11,430.00	$ 18,570.00	$ 11,430.00	$ 18,570.00
Indirect Construction Costs	$ -	$ -			$ -	
Developer fee and overhead	$ 2,305,098.00	$ 2,305,098.00	$ 1,163,128.00	$ 1,141,970.00	$ 1,163,128.00	$ 1,141,970.00
Third Party Reports		$ -				
Environmental Phase 1	$ 12,000.00	$ 12,000.00	$ 4,572.00	$ 7,428.00	$ 4,572.00	$ 7,428.00
Feasibility Study	$ 15,800.00	$ 15,800.00	$ 6,019.80	$ 9,780.20	$ 6,019.80	$ 9,780.20
Market study	$ 9,140.00	$ 9,140.00	$ 3,482.34	$ 5,657.66	$ 3,482.34	$ 5,657.66
Geotechnical Report	$ 12,000.00	$ 12,000.00	$ 4,572.00	$ 7,428.00	$ 4,572.00	$ 7,428.00
Civil Engineering	$ 57,000.00	$ 57,000.00	$ 21,717.00	$ 35,283.00	$ 21,717.00	$ 35,283.00
Traffic Study	$ -	$ -	$ -	$ -	$ -	$ -
ALTA	$ 17,800.00	$ 17,800.00	$ 6,781.80	$ 11,018.20	$ 6,781.80	$ 11,018.20
Financing Costs		$ -				
Construction loan interest	$ 330,184.00	$ 330,184.00	$ 149,947.00	$ 180,237.00	$ 149,947.00	$ 180,237.00
Construction loan interest after construction	$ 170,423.00	$ -	$ 50,670.00	$ 119,753.00	$ -	$ -
Permanent loan fees	$ 100,000.00	$ -	$ 50,000.00	$ 50,000.00		
Construction loan fees	$ 122,000.00	$ 122,000.00	$ 61,000.00	$ 61,000.00	$ 61,000.00	$ 61,000.00
Bond Issuance Fees and Legal	$ 97,500.00			$ 97,500.00		
Title and recording - construction	$ 80,000.00	$ 80,000.00	$ 30,480.00	$ 49,520.00	$ 30,480.00	$ 49,520.00
Title and recording - Perm Lender	$ 21,000.00	$ -	$ 10,500.00	$ 10,500.00	$ -	$ -
Other Costs	$ -	$ -				
Tax credit fees	$ 112,815.90	$ -	$ 80,162.00	$ 32,653.90	$ -	$ -
HTF Org Fee	$ 41,300.00	$ 41,300.00	$ -	$ 41,300.00	$ -	$ 41,300.00
Property insurance	$ 78,000.00	$ 78,000.00	$ 29,718.00	$ 48,282.00	$ 29,718.00	$ 48,282.00
Real estate taxes during construction	$ 23,314.85	$ 23,314.85	$ 8,882.96	$ 14,431.89	$ 8,882.96	$ 14,431.89
Marketing	$ 3,000.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ -
Investor Legal	$ 20,000.00	$ -	$ 25,000.00	$ 25,000.00	$ -	$ -
HERS Rating	$ 7,000.00	$ -	$ -	$ 7,000.00	$ -	$ -
Legal - construction lender	$ 115,000.00	$ 115,000.00	$ 43,815.00	$ 71,185.00	$ 43,815.00	$ 71,185.00
Legal - permanent loan	$ 100,000.00	$ -	$ 35,000.00	$ 65,000.00		
Legal - partnership	$ 262,000.00	$ -	$ 100,000.00	$ 142,000.00		
Cost certification	$ 20,000.00	$ -	$ 10,000.00	$ 10,000.00		
Rent up Reserve	$ 93,082.00	$ -	$ 29,613.00	$ 63,469.00		
Operating reserve	$ 546,489.00	$ -	$ 208,413.00	$ 338,076.00		
Soft cost contingency	$ 125,506.00	$ -	$ 97,428.00	$ 28,078.00		$ -
				$ -		
Total	$ 21,763,185.10	$ 19,309,369.20	$ 8,818,059.42	$ 12,955,125.68	$ 7,732,273.42	$ 11,577,095.78

Credit Calculation

	9% Calc - Actual	4% Calc - Actual
Eligible Basis	$ 7,732,273.42	$ 11,577,095.78
Applicable Fraction	100%	100%
Less Developers Fee	$ 1,163,128.00	$ 1,141,970.00
Subtotal	**$ 6,569,145.42**	**$ 10,435,125.78**
Applicable Federal Rate	130%	100%
Subtotal	$ 8,539,889.04	$ 10,435,125.78
Add Back Developers Fee	$ 1,163,128.00	$ 1,141,970.00
Subtotal	$ 9,703,017.04	$ 11,577,095.78
Credit Eligible	9.00%	4.00%
	$ 873,271.53	$ 463,083.83
Percentage Awarded		
Credit Awarded	$ 791,700.00	$ 463,083.00
Year of Credit	10	10
Credit Percent Sold	99.99%	99.99%
Credit Sales Price	0.86	0.815
Credit Sales Proceeds	$ 6,781,815.65	$ 3,773,749.04
Debt Funding Required	$ 2,036,243.77	$ 9,181,376.65
First Mortgage	$ 1,722,000.00	$ 3,310,000.00
Housing Trust Fund	$ -	$ 2,700,000.00
Housing Incentive Fund	$ -	$ 2,500,000.00
City HOME	$ -	$ 400,000.00
CDBG	$ -	$ -
Deferred	$ 314,243.77	$ 271,376.65

EXHIBIT "D"

Project Sources and Uses

EXHIBIT "E"

Federal Assurances

Eliott Place 4%

Uses	Schedule Revised Budget	2021 June Closing Draw 1	July Draw #2	August Draw #3	September Draw #4	October Draw #5	November Draw #6	December Draw #7	2022 January Draw #8	February Draw #9	March Draw #10	April Draw #11	May Draw #12	CONSTRUCTION C June Draw #13
Direct Construction Costs														
Land	387,500.00	387,500.00												
Site work	-													
Sewer development fees	65,913.60	65,913.60												
Elevator	-													
Permits and fees	55,906.84	55,906.84												
Architect Design	372,197.00	372,197.00												
Architect Supervision	94,400.00		7,866.67	7,866.67	7,866.67	7,866.67	7,866.67	7,866.67	7,866.67	7,866.67	7,866.67	7,866.67	7,866.67	7,866.67
Construction costs	8,754,929.00		437,746.45	437,746.45	1,313,239.35	875,492.90	875,493	875,493	1,750,985.80	437,746.45	437,746.45	437,746.45	262,647.87	175,098.58
Construction contingency	438,921.97							146,307.32			146,307.32			146,307.32
Construction testing	25,998.00		2,599.80	2,599.80	2,599.80	2,599.80	2,599.80	2,599.80	2,599.80	2,599.80	2,599.80	2,599.80		
Builders Risk	65,738.42	65,738.42												
Construction inspections	18,570.00		1,688.18	1,688.18	1,688.18	1,688.18	1,688.18	1,688.18	1,688.18	1,688.18	1,688.18	1,688.18	1,688.18	
	-													
Indirect Construction Costs	-													
Developer fee and overhead	1,141,970.00	180,907.00												
Third Party Reports	-													
Environmental Phase 1	7,428.00	7,428.00												
Appraisal	9,780.20	9,780.20												
Market study	5,657.66	5,657.66												
Geotechnical Report	7,428.00	7,428.00												
Civil Engineering	35,283.00	35,283.00												
Traffic Study	-	-												
ALTA	11,018.20	11,018.20												
Financing Costs	-													
Construction loan interest	180,237.00		-	1,708.19	3,401.72	8,384.71	11,744.83	15,138.61	19,072.71	24,157.33	24,157.33	24,157.33	24,157.33	24,157.33
Construction loan interest after construction	119,753.00													
Permanent loan fees	50,000.00	-												
Construction loan fees	61,000.00	61,000.00												
Bond Issuance Fees and Legal	97,500.00	97,500.00												
Title and recording - construction	49,520.00	49,520.00												
Title and recording - acquisition	10,500.00	10,500.00												
Other Costs	-													
Tax credit fees	32,653.90	24,501.00												
HTF Origination Fee	41,300.00	41,300.00												
Property insurance	48,282.00	48,282.00												
Real estate taxes during construction	14,431.89								500.00			500.00		13,432.00
Marketing	1,500.00													1,500.00
Partnership organizational (legal and other)	25,000.00	25,000.00												
HERS Rating	7,000.00													7,000.00
Legal - construction lender	71,185.00	71,185.00												
Legal - permanent loan	65,000.00	65,000.00												
Legal - partnership	142,000.00	142,000.00												
Cost certification	10,000.00			-										
Replacement reserve	63,469.00													
Operating reserve	338,076.00										-			
Soft cost contingency	28,078.00		5,615.60				5,615.60				5,615.60	-		
Total	12,955,125.68	1,840,545.92	455,516.70	451,609.29	1,328,795.72	896,032.25	905,007.98	1,049,093.48	1,782,713.16	474,058.43	625,981.35	474,558.43	296,360.05	375,361.90
	12,955,125.68	1,840,545.92	455,516.70	451,609.29	1,328,795.72	896,032.25	905,007.98	1,049,093.48	1,782,713.16	474,058.43	625,981.35	474,558.43	296,360.05	375,361.90
	7,125,319													

Sources	Revised Budget	Closing Draw 1	Draw #5	Draw #6	Draw #7	Draw #8	Draw #9	Draw #10	Draw #11	Draw #12	Draw #13	Draw #14	Draw #15	Draw #16
Limited Partner's equity	3,773,749.04	754,749.81							-	-		-		232,840.32
Bridge Loan	-	-												
Construction Loan	6,441,953.96		455,516.70	451,609.29	1,328,795.72	896,032.25	905,007.98	1,049,093.48	1,355,898.54					
First Mortgage	3,310,000.00													
Housing Trust Fund	2,700,000.00	1,085,796.11							426,814.61	474,058.43	443,330.85	-		
Housing Investment Fund	2,500,000.00										182,650.50	474,558.43	296,360.05	142,521.58
City HOME	400,000.00													
Deferred Developer Fee	271,376.65													
Total (Less Construction)	12,955,125.68	1,840,545.92	455,516.70	451,609.29	1,328,795.72	896,032.25	905,007.98	1,049,093.48	1,782,713.16	474,058.43	625,981.35	474,558.43	296,360.05	375,361.90

:OMPLETE

July	August	September	October	November	Conversion December	January	February	March			
Draw #14	Draw #15	Draw #16	Draw #17	Draw #18	Draw #19	Draw #20	Draw #21	Draw #22	Completed To Date	%	Balance To Fund
									387,500.00	3%	0
									-	0%	0
									65,913.60	1%	0
									-	0%	0
									55,906.84	0%	0
									372,197.00	3%	0
									94,400.00	1%	0
437,746.45									8,754,929.00	68%	0
									438,921.97	3%	0
									25,998.00	0%	0
									65,738.42	1%	0
									18,570.00	0%	0
									-	0%	0
									-	0%	0
180,907.00					672,278.00			107,878.00	1,141,970.00	9%	0
									-	0%	0
									7,428.00	0%	0
									9,780.20	0%	0
									5,657.66	0%	0
									7,428.00	0%	0
									35,283.00	0%	0
									-	0%	0
									11,018.20	0%	0
									-	0%	0
24,157.33	24,157.33	24,157.33	24,157.33	11,550.88	11,573.27				180,237.40	1%	(0)
					50,000.00				119,753.46	1%	(0)
									50,000.00	0%	0
									61,000.00	0%	0
									97,500.00	1%	0
									49,520.00	0%	0
						-			10,500.00	0%	0
									-	0%	0
					8,153.00				32,654.00	0%	(0)
									41,300.00	0%	0
									48,282.00	0%	0
									14,432.00	0%	(0)
									1,500.00	0%	0
									25,000.00	0%	0
									7,000.00	0%	0
									71,185.00	1%	0
									65,000.00	1%	0
									142,000.00	1%	0
					10,000.00				10,000.00	0%	0
					63,469.00				63,469.00	0%	0
					338,076.00				338,076.00	3%	0
5,615.60		5,615.60							28,078.00	0%	0
648,426.38	24,157.33	29,772.93	24,157.33	11,550.88	1,153,549.27	-	-	107,878.00	12,955,126.75	100%	(1)
648,426.38	24,157.33	29,772.93	24,157.33	11,550.88	1,153,549.27	-	-	107,878.00	12,955,126.75	1	(1)

Draw #17	Draw #18	Draw #19	Draw #20	Draw #21	Draw #22	Draw #23	Draw #24	Draw #25	Completed to Date	%	Balance to Fund
1,954,424.63					723,857.00			107,877.00	3,773,748.75	100%	0
-									-	#DIV/0!	0
(3,361,718.24)	5,968.33	29,772.93	24,157.33	11,550.88	(3,151,684.38)		-		0.81	0%	6,441,953
					3,310,000.00				3,310,000.00	100%	0
270,000.00									2,700,000.00	100%	0
1,385,719.99	18,189.00								2,499,999.54	100%	0
400,000.00			-						400,000.00	100%	0
			-						-	#DIV/0!	0
					271,376.65				271,376.65	100%	0
648,426.38	24,157.33	29,772.93	24,157.33	11,550.88	1,153,549.27	-	-	107,877.00	12,955,125.75		6,441,954
									-		0

Assurances

Other Applicable Federal Requirements

A. This contract will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;

2. Title VIII of the Civil Rights Act of 1966 (Pub. L 90-284), as amended; and the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

3. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;

4. Section 3 of the Housing and Urban Development Act of 1968, as amended;

5. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;

7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;

10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

12. The Uniform Administrative requirements, set forth in 24 C.F.R. Part 570.502, and 24 C.F.R. 84, and the requirements of 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122) as they relate to the acceptance and use of Federal funds under this federally assisted program, including but not limited to the regulations pertaining to inventions, reporting and patent rights, and copyrights;

13. The Clean Air Act (42 U.S.C. 7401 et. seq);

14. HUD environmental standards (24 C.F.R. Part 51, Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979);

15. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et. seq., and 21 U.S.C. 349), as amended;

16. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.) as amended;

17. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.), as amended;

18. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et. seq.), as amended by the Archeological and Historical Preservation Action of 1974;

19. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), as amended;

20. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. seq.);

21. The lead based paint requirements of 24 C.F.R. Part 35 issued pursuant to the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.);

22. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.) as amended;

23. Executive Order 11593, Protection and Enhancement of the cultural Environment, may 13, 1971 (36 F.R. 8921 et. seq.);

24. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 C.F.R., Part 3);

25. The Davis Bacon Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) as supplemented by the Department of Labor regulations (29 C.F.R., Part 5); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the Department of Labor regulations (29 CFR, Part 5), and the attached Federal Labor Standards Provisions.

26. Debarment and suspension; Drug-Free Workplace. HUD and its recipients and subrecipients shall comply with the non-procurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension," at 24 CFR part 24, Subsection 84.13. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. HUD and its recipients and subrecipients shall comply with the certification requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701), as set forth at 24 CFR part 24, subpart F.

B. The Recipient certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

EXHIBIT "F"

Disbursement Request Form

REQUEST FOR PAYMENT OF HOME FUNDS

TO: Fargo Planning & Development
225 4th Street North
Fargo, ND 58102

Attn: Kristi Sylskar

RE: _____
Project name

_____
Project address

Amount of Funds Requested: _____

Enclosed are:

Required Payroll Reports: ☐
Copies of Invoices: ☐
Signed Contracts: ☐

Final payment request: ☐

Lien Waivers are required upon receipt of final payment

Remarks:

_____

_____

_____

_____

_____

Submitted by: _____

Contact #: _____

THE CITY OF Fargo
FAR MORE

Approved_____Date_____

****Deadline to submit request for funds is 4:30 p.m. on Wednesdays, with checks mailed out the following Friday****

EXHIBIT "G"

Insurance Requirements

The Project Owner shall keep and maintain the following insurance coverages:

A. Workers Compensation Insurance. The Project Owner shall maintain workers compensation insurance with the following limits or with the minimum limits required by law, if greater:

Coverage A: Statutory
Coverage B:

$1,000,000	Bodily injury by accident	Each accident
$1,000,000	Bodily injury by disease	Policy limit
$1,000,000	Bodily injury by disease	Each employee

B. General Liability Insurance. The Project Owner shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in Section 9-J of this Agreement). Limits of coverage shall not be less than:

$2,000,000 per occurrence
$5,000,000 aggregate

C. Automobile Insurance. The Project Owner shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired, and non-owned vehicles. Limits of coverage shall not be less than:

$2,000,000 per occurrence

D. In addition to the named policies in A-C above, Project Owner shall cause its General Contractor to provide and maintain, at all times during the process of building the Project and from time to time at the request of the City furnish the City with proof of payment of premiums on:

a. Builder's Risk insurance, written on the so-called "Builder's Risk Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available on the so-called "all risk" form of policy (the Project Owner and the City's interest shall be protected in accordance with a loss payable clause in form and content satisfactory to the City.

b. Comprehensive general liability insurance, with the City as a named insured, including coverages for operations, contingent liability (operations of subcontractors), completed operations, and contractual liability insurance, with limits (i) against bodily injury of not less than $1,000,000 and (ii) against property damage of not less than replacement cost (to accomplish the required limits, an umbrella excess liability policy may be used).

c. Workers compensation insurance, with statutory coverage.

E. Evidence of Insurance. The above insurance shall be maintained in companies lawfully authorized to do business in the State of North Dakota and which are reasonably acceptable to the City. Project Owner shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this Agreement remains in effect, naming the City as an

additional insured, and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to the City.

EXHIBIT "H"

Construction Schedule

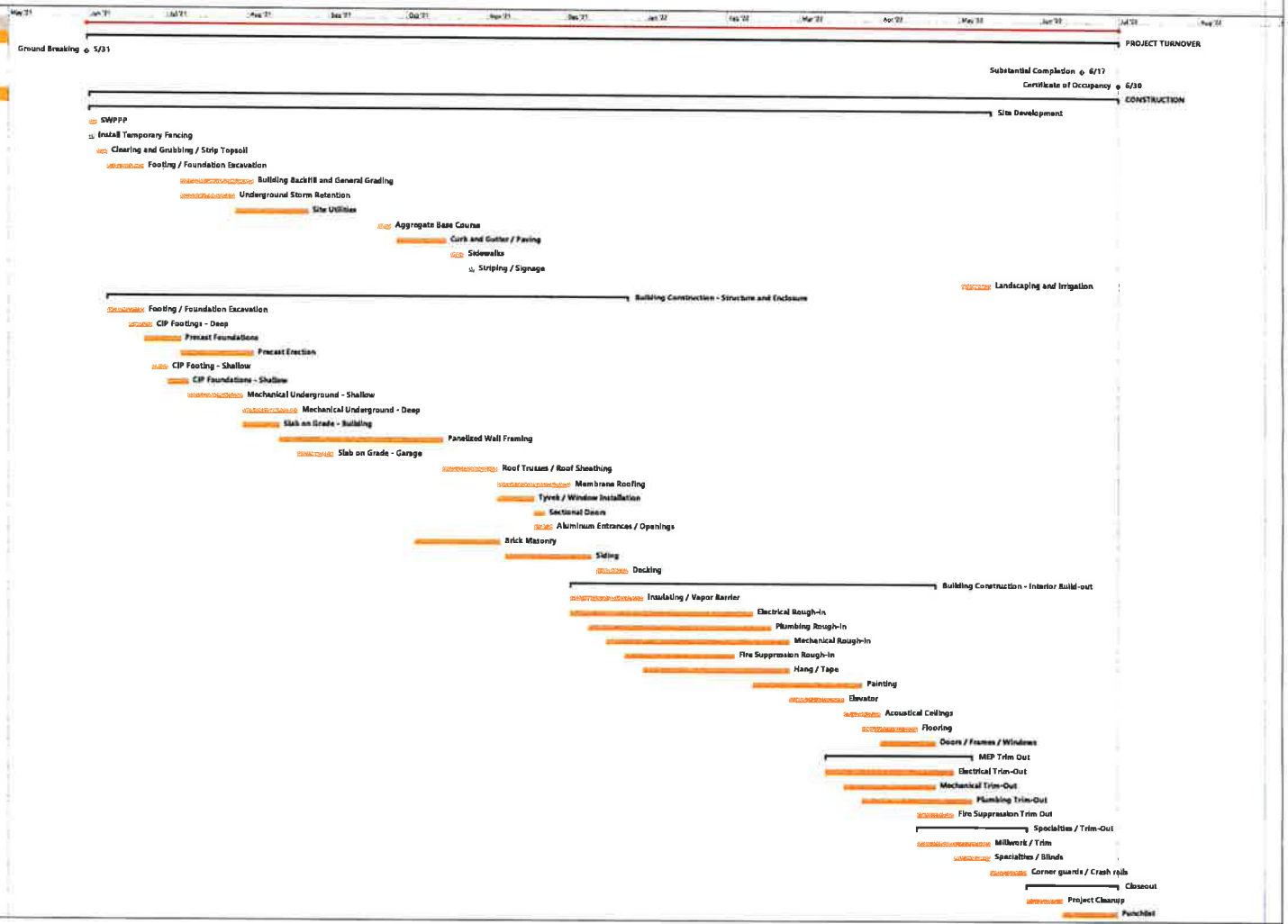
ELLIOTT PLACE APARTMENTS

PROJECT SCHEDULE

FARGO HOUSING | BLUELINE DEVELOPMENT, INC

BC CONTRACTING

ID	Task Name	Duration	Start	Finish	Predecessors
0	**Elliott Place Apartments**	**214 days**	**Mon 5/31/21**	**Thu 6/30/22**	
1	**PROJECT TURNOVER**	**214 days**	**Mon 5/31/21**	**Thu 6/30/22**	
2	**Ground Breaking**	0 days	Mon 5/31/21	Mon 5/31/21	
3	**Substantial Completion**	0 days	Fri 6/17/22	Fri 6/17/22	62FS-10 days
4	**Certificate of Occupancy**	0 days	Thu 6/30/22	Thu 6/30/22	3FS+10 days
5	**CONSTRUCTION**	**282 days**	**Tue 6/1/21**	**Thu 6/30/22**	
6	**Site Development**	**248 days**	**Tue 6/1/21**	**Thu 5/12/22**	
7	SWPPP	3 days	Tue 6/1/21	Thu 6/3/21	2
8	Install Temporary Fencing	2 days	Tue 6/1/21	Wed 6/2/21	2
9	Clearing and Grubbing / Strip Topsoil	2 days	Fri 6/4/21	Mon 6/7/21	7
10	Footing / Foundation Excavation	10 days	Tue 6/8/21	Mon 6/21/21	9
11	Building Backfill and General Grading	20 days	Tue 7/6/21	Mon 8/2/21	22
12	Underground Storm Retention	15 days	Tue 7/6/21	Mon 7/26/21	22
13	Site Utilities	20 days	Tue 7/27/21	Mon 8/23/21	12
14	Aggregate Base Course	5 days	Mon 9/20/21	Fri 9/24/21	
15	Curb and Gutter / Paving	15 days	Mon 9/27/21	Fri 10/15/21	14
16	Sidewalks	5 days	Mon 10/18/21	Fri 10/22/21	15
17	Striping / Signage	2 days	Mon 10/25/21	Tue 10/26/21	15FS+5 days
18	Landscaping and Irrigation	9 days	Mon 5/2/22	Thu 5/12/22	
19	**Building Construction - Structure and Enclosure**	**144 days**	**Tue 6/8/21**	**Fri 12/24/21**	
20	Footing / Foundation Excavation	10 days	Tue 6/8/21	Mon 6/21/21	9
21	CIP Footings - Deep	7 days	Wed 6/16/21	Thu 6/24/21	20FS-4 days
22	Precast Foundations	10 days	Tue 6/22/21	Mon 7/5/21	21FS-3 days
23	Precast Erection	20 days	Tue 7/6/21	Mon 8/2/21	22
24	CIP Footing - Shallow	4 days	Fri 6/25/21	Wed 6/30/21	21
25	CIP Foundations - Shallow	6 days	Thu 7/1/21	Thu 7/8/21	24
26	Mechanical Underground - Shallow	15 days	Fri 7/9/21	Thu 7/29/21	25
27	Mechanical Underground - Deep	15 days	Fri 7/30/21	Thu 8/19/21	26
28	Slab on Grade - Building	10 days	Fri 7/30/21	Thu 8/12/21	26
29	Panelized Wall Framing	45 days	Fri 8/13/21	Thu 10/14/21	28
30	Slab on Grade - Garage	10 days	Fri 8/20/21	Thu 9/2/21	27
31	Roof Trusses / Roof Sheathing	15 days	Fri 10/15/21	Thu 11/4/21	29
32	Membrane Roofing	20 days	Fri 11/5/21	Thu 12/2/21	31
33	Tyvek / Window Installation	10 days	Fri 11/5/21	Thu 11/18/21	31
34	Sectional Doors	2 days	Fri 11/19/21	Mon 11/22/21	33
35	Aluminum Entrances / Openings	5 days	Fri 11/19/21	Thu 11/25/21	33
36	Brick Masonry	25 days	Mon 10/4/21	Fri 11/5/21	
37	Siding	25 days	Mon 11/8/21	Fri 12/10/21	36
38	Decking	10 days	Mon 12/13/21	Fri 12/24/21	37
39	**Building Construction - Interior Build-out**	**100 days**	**Fri 12/3/21**	**Thu 4/21/22**	
40	Insulating / Vapor Barrier	20 days	Fri 12/3/21	Thu 12/30/21	32
41	Electrical Rough-in	50 days	Fri 12/3/21	Thu 2/10/22	32
42	Plumbing Rough-in	50 days	Fri 12/10/21	Thu 2/17/22	32FS+5 days
43	Mechanical Rough-in	50 days	Fri 12/17/21	Thu 2/24/22	32FS+10 days
44	Fire Suppression Rough-in	30 days	Fri 12/24/21	Thu 2/3/22	32FS+15 days
45	Hang / Tape	40 days	Fri 12/31/21	Thu 2/24/22	40
46	Painting	30 days	Fri 2/11/22	Thu 3/24/22	45FS-10 days
47	Elevator	15 days	Fri 2/25/22	Thu 3/17/22	45
48	Acoustical Ceilings	10 days	Fri 3/18/22	Thu 3/31/22	46FS-5 days
49	Flooring	15 days	Fri 3/25/22	Thu 4/14/22	48FS-5 days
50	Doors / Frames / Windows	15 days	Fri 4/1/22	Thu 4/21/22	49FS-10 days
51	**MEP Trim Out**	**40 days**	**Fri 3/11/22**	**Thu 5/5/22**	
52	Electrical Trim-Out	35 days	Fri 3/11/22	Thu 4/28/22	46FS-10 days
53	Mechanical Trim-Out	25 days	Fri 3/18/22	Thu 4/21/22	52SS+5 days
54	Plumbing Trim-Out	30 days	Fri 3/25/22	Thu 5/5/22	52SS+10 days
55	Fire Suppression Trim Out	10 days	Fri 4/15/22	Thu 4/28/22	52FF
56	**Specialties / Trim-Out**	**30 days**	**Fri 4/15/22**	**Thu 5/26/22**	
57	Millwork / Trim	20 days	Fri 4/15/22	Thu 5/12/22	49
58	Specialties / Blinds	10 days	Fri 4/29/22	Thu 5/12/22	57FS-10 days
59	Corner guards / Crash rails	10 days	Fri 5/13/22	Thu 5/26/22	58
60	**Closeout**	**25 days**	**Fri 5/27/22**	**Thu 6/30/22**	
61	Project Cleanup	10 days	Fri 5/27/22	Thu 6/9/22	59
62	Punchlist	15 days	Fri 6/10/22	Thu 6/30/22	61



Start Date: Mon 4/5/21
Finish Date: Thu 6/30/22

Elliott Place Apartments
Fri 4/2/21

PROMISSORY NOTE

HOME INVESTMENT PARTNERSHIP PROGRAM **[DATE]**

FOR VALUE RECEIVED, the undersigned, **Fargo Elliott Place Four, LLLP**, a North Dakota limited liability limited partnership, (the "**Borrower**") promises to pay the principal sum of Four Hundred Thousand dollars and 00/100 Cents ($400,000.00), or such lesser amount as has been funded by Note Holder as described below, to the order of the City of Fargo, a municipal corporation (the "**Note Holder**"), bearing interest on the unpaid principal balance at a rate of Zero percent (0.00%) per annum, payable as follows:

> Deferred payment for the life of the loan of twenty (20) years from the execution of this Promissory Note, with any remaining principal balance due upon the twentieth anniversary of the date hereof.

The Note Holder will provide to the Borrower the sum of **$400,000.00** in the aggregate, to be funded according to the following:

> The Borrower may request a draw of available loan proceeds at any time provided by Section 5 of the Owner Agreement dated as of the date hereof, by and between Borrower and Note Holder (the "Loan Agreement") incorporated in the Note Holder's financial award to the Borrower.

The Borrower shall have the right to prepay the entire principal sum hereof, or any part of the principal sum without penalty. However, repayment of the HOME Loan prior to the end of the Affordability Period will not result in the termination of the Affordability Period, pursuant to Section 2.C of the Owner Agreement dated as of the date hereof.

All payments received from Borrower shall be applied to the payment of any outstanding principal.

All payments shall be payable in the form of a check or other lawful money of the United States of America at such place as the Note Holder may designate in writing.

The term of the HOME Loan will commence at execution of the Leasehold Mortgage and Note and continue for a term of twenty (20) years. The twenty (20) year Period of Affordability will commence at project completion as outlined in 24 CFR 92.2 and Section 6 of the Loan Agreement, which will require that construction be complete, all HOME funds to have been disbursed by City and drawn from the US Treasury, and required completion data has been entered in HUD's IDIS system.

All notices (and copies thereof) required to be given to the Borrower and its limited partner under this Promissory Note shall be given at the addresses set forth in the Loan Agreement. All notices and payments to be given to the Note Holder shall be given at the address set forth in the Loan Agreement.

Except as herein before provided, the makers of this Promissory Note and all other persons who may become liable for the payment do hereby severally waive presentment and demand for payment, notice of non-payment protest and notice of protest and any and all lack of diligence or delays in collection which may occur. The Note Holder may rearrange, adjust and extend the times and amounts of payments of this Promissory Note by written notice, in its sole discretion.

Except as set forth in the Loan Agreement, and the Leasehold Mortgage - Security Agreement, and Fixture Filing dated as of even date herewith, neither this Promissory Note nor the responsibilities, obligations or benefits of the Loan Agreement, may be sold, assigned, transferred or otherwise encumbered by the Borrower, without the express written consent of the Note Holder.

Notwithstanding anything to the contrary contained here, neither the Borrower nor any of its partners shall have any personal liability for the payment of Indebtedness or the performance of any obligations of the Borrower hereunder or under the other Loan Documents. In any action to realize upon any security furnished under any instrument now or hereafter securing the Indebtedness evidenced any of the Loan Documents or to collect any amounts payable thereunder, neither the Borrower nor any partners of the Borrower or any partner, officer, director, employee or agent of any partner of the Borrower shall have any personal liability for the repayment of the Indebtedness and no judgment for the repayment of the Mortgage or this Note or interest thereon, if any, or any other sums due under the Mortgage or this Note or for damages for failure to perform any obligations owed to the Note Holder hereunder will be enforced solely against Mortgaged Property (as that term is defined in the Mortgage).

IN WITNESS WHEREOF, this Promissory Note has been executed by the duly authorized representative of Fargo Elliott Place Four, LLLP on the date set forth above.

Fargo Elliott Place Four, LLLP, a North Dakota limited liability limited partnership

By: FT FEPF, LLC,
a North Dakota limited liability company
Its: Managing General Partner

By: Franklin's Tower, LLC
a Montana limited liability company
Its: Sole Member and Manager

By: _____
Kelly Gill, Managing Member

By: Fargo Elliott Place Four GP, LLC,
a North Dakota limited liability company
Its: Administrative General Partner

By: Housing and Redevelopment Authority of the City of Fargo
Its: Sole Member

By: _____
Jill Elliott, Executive Director

[Notarization on following page]

STATE OF NORTH DAKOTA)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Jill Elliott, who acknowledged herself to be the Executive Director of the Housing and Redevelopment Authority of the City of Fargo, the sole member of Fargo Elliott Place Four GP, LLC, the administrative general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

(SEAL) Notary Public, State of North Dakota

My Commission Expires:_____

STATE OF _____)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Kelly Gill, who acknowledged herself to be the managing member of Franklin's Tower, LLC, the sole member and manager of FT FEPF, LLC, the managing general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

(SEAL) Notary Public, State of

My Commission Expires:_____

LEASEHOLD MORTGAGE -
SECURITY AGREEMENT, AND FIXTURE FILING

HOME INVESTMENT PARTNERSHIPS PROGRAM

THIS LEASEHOLD MORTGAGE - SECURITY AGREEMENT, AND FIXTURE FILING (such document hereafter referred to as "Mortgage") is made this ____ day of _____, 2021, by Fargo Elliott Place Four, LLLP a limited liability limited partnership organized and existing under the laws of the State of North Dakota, whose address is 325 Broadway, Fargo, ND 58102, and whose taxpayer identification number is 35-2685420 (hereinafter referred to as "Borrower"), to the City of Fargo, a municipal corporation, (hereinafter referred to as "the City").

WITNESSETH, that, in consideration of the sum of Four Hundred Thousand Dollars and 00/100 Cents ($400,000.00), in hand paid to the Borrower, and for other good and valuable consideration, the receipt and sufficiency of which sum and consideration is hereby acknowledged, the Borrower does hereby mortgage, bargain, sell and grant a security interest in and convey unto the City, its successors and assigns, forever, a leasehold interest in all the tract(s) or parcel(s) of land (hereinafter referred to as "Land") located in the County of Cass and State of North Dakota, described in Exhibit A attached hereto and by this reference made a part hereof;

TOGETHER WITH (i) all the buildings, structures and other improvements now or hereafter erected on the Land, and (ii) all building materials, supplies and equipment now or hereafter located on the Land and suitable or intended to be incorporated or installed in any building, structure or other improvement erected or to be erected on the Land; and (iii) all lighting, heating, ventilating, air conditioning, sprinkling and plumbing fixtures, water and power systems, engines and machinery, boilers, ranges, ovens, dishwashers, carpeting, mirrors, mantels, furnaces, oil burners, elevators and motors, refrigeration, electrical equipment, storm and screen windows, doors, awnings and shades and all other fixtures of every description now or hereafter found or used upon or appurtenant to the Land or any improvement thereon; and (iv) all carpeting, drapes, curtains, furniture, furnishings, appliances, maintenance equipment and other personal property of the Borrower now or hereafter installed or placed in or about, or used in connection with the use, operation or maintenance of, the Land or any building, structure or other improvement or fixture; and (v) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds of or to any or all of the foregoing; and (vi) all hereditaments, easements, appurtenances, rents, issues, profits, proceeds, royalties and mineral, oil and gas rights and all other interests now and hereafter pertaining to the Land or any improvement or fixture thereon (all of the foregoing, together with the Land, are hereinafter referred to as "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property unto the City, its successors and assigns, forever.

PROVIDED, NONETHELESS, that if the Borrower (i) shall pay to the City, which sum shall be due and payable on the maturity date of [20 YEARS AFTER EXECUTED AGMT], if not sooner paid, the sum of Four Hundred Thousand dollars and 00/100 Cents ($400,000.00), premium, if any, and interest thereon, in accordance with the terms of that certain Promissory Note (hereinafter referred to as "Note") of Borrower of even date herewith payable, to the order of the City, and (ii) shall also pay all other sums, with interest thereon, as may be payable by the Borrower to the City in accordance with this Mortgage or the payment of which may now or hereafter be secured by this Mortgage (the indebtedness evidenced by the Note, or any instrument issued in substitution therefore or in renewal or as a refinancing thereof, and all such other sums, are hereinafter collectively referred to as "Indebtedness"), and (iii) shall also keep and perform all covenants and warranties herein contained on the part of the Borrower to be kept and performed, then this Mortgage shall be null and void and the rights hereby granted shall cease and terminate; otherwise this Mortgage shall be and remain in full force and effect.

The Borrower warrants and covenants that the Borrower is lawfully seized in leasehold estate of the Mortgaged Property which is real property and is the absolute owner of the Mortgaged Property which is personal property; that the Borrower has the right and power to mortgage and convey the Mortgaged Property; that the Mortgaged Property is free from all liens, security interests and encumbrances, except as follows: See Exhibit B (collectively, "Permitted Exceptions")

Borrower further warrants and covenants that it shall quietly enjoy and possess the Mortgaged Property; that the Borrower will warrant and defend the title to the Mortgaged Property against all claims, whether now existing or hereafter arising; and that all buildings, improvements and fixtures now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. The foregoing warranties shall survive foreclosure of this Mortgage and shall run with the Land.

THE PARTIES AGREE THAT THE PROVISIONS OF THE SIXTY DAY REDEMPTION MORTGAGE ACT, N.D.C.C. CH. 32-19, GOVERN THIS MORTGAGE.

The Borrower further covenants and agrees as follows:

1. PAYMENT OF INDEBTEDNESS AND COMPLIANCE WITH OTHER AGREEMENTS. The Borrower will pay promptly when due the principal of the Note, prepayment charges, if any, provided in the Note and all other Indebtedness, at the stated maturity date or dates, or earlier in the event of acceleration. The Borrower will promptly and faithfully observe all of its obligations and will permit or suffer no default or event of default to occur, under this Mortgage, the Note secured hereby, of even date herewith, between Borrower and City, or that certain Declaration of Land Use Restrictive Agreement, filed and of record in the office of the Register of Deeds, in and for Cass County, North Dakota, or under that certain Assignment of Rents and Leases, of even date herewith, between Borrower and City, and any other agreement now in effect or hereafter made between the Borrower and the City with respect to the transaction evidenced by the Note and this Mortgage. The provisions of the Note and the agreements itemized in this paragraph 1 are hereby incorporated by reference into this Mortgage, as fully as if set forth at length and in detail herein.

2. COMPLIANCE WITH LAWS. The improvements made and to be made upon the Land above described and together with all plans and specifications comply with all municipal ordinances and with all rules of the applicable fire rating or inspection organization, bureau, association or office which are now or may hereafter become applicable.

3. USE OF MORTGAGED PROPERTY. Borrower plans to use the Mortgaged Property for the following purpose: Multifamily rental housing project for very-low and low-income seniors over the age of fifty-five.

Borrower will not permit or suffer the use of any of the Mortgaged Property for any purpose other than the use for which the same is intended at the time of execution of this Mortgage which purpose shall be set forth above. The Borrower will keep the buildings and other improvements now or hereafter erected on the Land in good repair and condition, ordinary depreciation excepted. The Borrower will not commit or permit waste, will not permit the Mortgaged Property to become or be operated as a nuisance, and will not alter the design or structural character of any building now or hereafter erected on the Land without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed, will not do any act or thing which would unduly impair or depreciate the value of the Mortgaged Property, and will not abandon the Mortgaged Property. Following the expiration of all applicable notice and cure periods, in the event of the failure of the Borrower to keep the buildings or other improvements in good repair, the City may make such repairs at Borrower's expense as in City's reasonable discretion it may deem necessary for the proper preservation thereof, and any and all sums paid for such repairs shall bear interest from the date of payment at the rate specified in the Note, shall be due and payable on demand, and shall be fully secured by this Mortgage. The Borrower will not remove from the Land any fixtures or personal property included in the Mortgaged Property unless the same is immediately replaced with like property, also subject to the lien and security interest of this Mortgage, of at least equal value and utility. Borrower shall notify City of such replacements within 10 business days of the making of such replacement. The Borrower will comply with all present and future laws, ordinances,

regulations and requirements of any governmental body applicable to the Mortgaged Property and to the occupancy and operation thereof.

4. BORROWER'S DUTY TO PAY TAXES. The Borrower will pay, before a fine or penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed, place or made against the Mortgaged Property provided, that any such taxes, assessments, charges or claims need not be paid so long as Borrower is contesting such payment in good faith by appropriate proceedings which avoid foreclosure of liens securing such items and provided further that Borrower has furnished to City such security and/or assurances as are acceptable to City in order to protect the priority of the lien of the Mortgage. Borrower and City agree that, notwithstanding the foregoing, special assessments on the Land arising out of improvements made thereon in connection with the development of the same will be paid by Borrower when due and payable, and will be Permitted Exceptions so long as the same are not delinquent. The Borrower will, upon written request by the City, promptly deliver to the City any receipts for the payment of such taxes, assessments and other charges.

5. BORROWER'S DUTY TO PAY UTILITIES. The Borrower will pay or cause to be paid all charges made by utility companies, public or private, for electricity, gas, heat, water, or sewer furnished to or used in connection with the Mortgaged Property and, upon written request by the City, will promptly deliver to the City receipts for the payment of such charges.

6. INSURANCE. During construction and throughout the term of this Agreement, Borrower will maintain the insurance coverages as required by City in the Owner Agreement by and between the Borrower the City, dated on or about the date hereof (the "Loan Agreement"). Current City insurance requirements have been provided to the Borrower. City may update the required insurance coverages from time to time, at its discretion, and shall provide notice to Borrower upon the adoption of any changes. The coverage required at any time shall be those terms included in City's most currently adopted policies and procedures.

In the event of loss, the Borrower shall give prompt notice by mail to the insurance carrier and City, and City may make proof of loss, if not made promptly by the Borrower. Subject to prior Permitted Exceptions recorded against the Property, City is hereby authorized in the event of loss to compromise and settle all loss claims on said policy on such terms as it deems appropriate. Borrower shall promptly furnish to City a copy of any proof of loss given to the insurance carrier.

If the Mortgaged Property, or any part thereof, shall be damaged by fire or other insured hazard, the amounts paid by any insurance company shall be paid to City, to the extent of the Indebtedness then remaining unpaid, and, at the option of City, all or any part of such amount may be applied in reduction of the Indebtedness or released for the repairing or rebuilding of the Mortgaged Property. If in City's determination restoration is financially feasible and no uncured event of default has occurred or is continuing hereunder, any insurance proceeds shall first be applied to such restoration. All policies of insurance and any and all refunds of unearned premiums are hereby assigned to City as additional security for the payment of the Indebtedness. In event of foreclosure of the Mortgaged Property, all right, title and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser on foreclosure.

7. NO SALE OR LEASE. It is hereby expressly agreed by Borrower that Borrower shall not sell, lease, or otherwise encumber (except for the Permitted Exceptions) the Mortgaged Property without the express written consent of City, by its Authorized Officer, which consent shall not be unreasonably withheld, conditioned, or delayed, and which consent will be given in cases of:

(a) Receipt of a prepayment of the Note in conformity with the prepayment requirements of the City as set forth in said Note;

(b) Grant of easements, licenses or rights-of-way over, under or upon the Mortgaged Property which, in the opinion of the City, do not destroy or diminish its usefulness for the purpose intended;

(c) Lease of the Mortgaged Property or a part thereof to a third party for the purpose of operation of a housing development, provided that the proposed lessee is approved by City and such lease is permitted by law and is subordinate to and subject to all of the terms, provisions and limitations of this Mortgage;

(d) Sale or exchange of a portion of the Mortgaged Property on which no building or structure is situated and which in the City's reasonable opinion is not needed for operation of the Mortgaged Property, provided that the sales price thereof shall be approved by the City and the proceeds thereof shall be paid to the City and applied in reduction of the Indebtedness;

(e) Sale to another eligible Borrower, approved by the City, who assumes all obligations of the original Borrower under the Mortgage and accompanying documents, in which case the City may, in its sole discretion, release the original Borrower; or

(f) Borrower and City agree that none of the following shall be treated as sales, leases, or encumbrances of the Mortgaged Property pursuant to this paragraph 7: (i) leases of housing units in the Mortgaged Property to tenants in the ordinary course of business, (ii) any encumbrances described in the Permitted Exceptions, and (iii) transfers of limited partner partnership interests in Borrower.

If the Mortgaged Property is sold without the express prior written consent of the City, the outstanding principal balance may, at the option of the City, be declared immediately due and payable upon sixty (60) days written notice to the Borrower.

City agrees that it will release from the lien of this Mortgage those portions of the real estate encumbered by this Mortgage which are not functionally related to the operation of Borrower's HOME multifamily rental housing project for very-low and low-income seniors over the age of fifty-five so long as the following conditions are met:

(i) This Mortgage and the Note secured hereby are not in default.

(ii) The Borrower shall provide City with an architect's certification that such land proposed to be released from the lien of this Mortgage is not functionally related to or beneficial to the

operation of Borrower's HOME multifamily rental housing project for very-low and low-income seniors over the age of fifty-five.

(iii) City in its reasonable discretion determines that the release of such property will not have a material adverse effect on Borrower's ability to repay the Note.

8. LIENS. The Borrower will not, without the prior written consent of the City, grant or create any mortgage lien or consensual security interest on the Mortgaged Property other than the lien and security interest of this Mortgage and the Permitted Exceptions. The Borrower will keep the Mortgaged Property free from all liens, except the lien described in the Permitted Exceptions hereto, whether superior or subordinate to this Mortgage, and upon written demand of the City will promptly pay and procure the release of any lien, whether arising prior or subsequent to the execution of this Mortgage, which, in any way, may, in the reasonable judgment of the City, impair the security of this Mortgage, but the Borrower need not discharge any such lien so long as the Borrower shall agree to pay the obligation secured by such lien in a manner acceptable to the City or shall, in good faith, contest such lien by appropriate legal proceedings effective to prevent the enforcement of the lien and the loss of any of the Mortgaged Property.

9. CITY'S OPTION TO PAY. In the event of Borrower's failure to pay any sums provided for in this Mortgage, the City, at its option, may pay the charge before the same becomes delinquent or subject to interest or penalties. All sums paid by the City and any sums which the City may advance shall be added to the Indebtedness and shall bear interest from the date of payment by City at the rate specified in the Note and shall be due and payable on demand.

10. PROTECTION OF CITY'S SECURITY. If the Borrower fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which does or may adversely and materially affect the Mortgaged Property or the interest of the Borrower or City therein, or the title of the Borrower thereto, then the City, at the City's option, and without waiving other remedies, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as the City deems necessary to protect the City's interest. The Borrower irrevocably authorizes and empowers the City to enter upon the Mortgaged Property as the Borrower's agent and, in the Borrower's name or otherwise, to perform any and all covenants and agreements to be performed by the Borrower as herein provided. The City shall, at its option, be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by the City under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require the City to incur any expense or do any action hereunder, and the City shall not be liable to the Borrower for any damages or claims arising out of action taken by the City pursuant to this Section 10. Any amounts disbursed or incurred by the City pursuant to this Section 10, including, but not limited to, reasonable attorneys' fees as allowed by statute, with interest thereon at the rate provided in the Note, shall become additional Indebtedness of the Borrower, payable upon demand, and shall be secured by this Mortgage.

11. CONDEMNATION. Subject to prior permitted exceptions recorded against the Property, the Borrower hereby irrevocably assigns to City any award or payment which becomes payable by reason of any taking of the Mortgaged Property, or any part thereof, either temporarily or permanently, in or by

condemnation or other eminent domain proceedings or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings.

The Borrower will file and prosecute in good faith and with due diligence that which would otherwise be its claim in any such award or payment and subject to prior permitted exceptions recorded against the Property will cause the same to be collected and paid over to City, and the Borrower irrevocable authorizes and empowers City, in the name of the Borrower or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the same.

The proceeds of the award of payment may, after deducting all reasonable costs and expenses that may have been incurred by City in the collection thereof, at the reasonable discretion of City, be released to the Borrower, applied to restoration of the Mortgaged Property or applied in reduction of the Indebtedness secured hereby. If in City's determination restoration is financially feasible and no uncured event of default has occurred or is continuing, any condemnation proceeds shall first be applied to such restoration.

In the event of a default hereunder, that remains uncured beyond any applicable cure period, under the HOME Agreement or any other Loan Document, City may apply insurance and condemnation proceeds to the reduction of the Indebtedness secured hereby in any manner selected by the City but, unless otherwise agreed by City in writing, no application of such proceeds to the Indebtedness, or to other obligations secured by the Loan Documents (as described in Section 17), or any of them, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Indebtedness, or any such other obligations.

12. REAMORTIZATION. At the option of the Borrower, the Indebtedness may be reamortized on terms acceptable to the City if (i) a partial prepayment results from an award in condemnation in accordance with provisions of paragraph 11 hereof, or from an insurance payment made in accordance with provisions of paragraph 6 hereof, and (ii) there is a resulting loss of income from the Mortgaged Property.

13. INSPECTION. The City, or its agents, may at all reasonable times during business hours and upon seven (7) days prior written notice enter upon the Mortgaged Property for the purposes of inspection. The City shall have no duty to make such inspection and shall not be liable to the Borrower or any person in possession if it makes such inspection. The City, or its agents, shall also have the right, at all reasonable times during business hours and upon seven (7) days prior written notice, to examine the books and records of the Borrower pertaining to the Mortgaged Property and to make extracts therefrom and copies thereof.

14. NO DISCRIMINATION. So long as this Mortgage and the Note secured hereby are held by the City, Borrower will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Mortgaged Property on the basis of race, creed, color, religion, sex, handicap or familial status.

15. SECURITY INTEREST. This Mortgage shall constitute a Security Agreement with respect to (and the Borrower hereby grants the City a security interest in) all of Borrower's equipment, inventory, fixtures,

accounts, deposit accounts, contract rights, investment property, documents, instruments, chattel paper, and general intangibles (including payment intangibles) relating to the Mortgaged Property, excluding however the operating reserve required to be funded under Borrower's Amended and Restated Agreement of Limited Liability Limited Partnership dated on or about the date hereof, whether any of the foregoing is now owned or hereafter acquired, and all accessions or attachments thereto, and all products and proceeds thereof. Certain of the foregoing property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code upon the property that is or may become fixtures. The Borrower hereby authorizes City to file any and all financing statements covering such personal property and fixtures (in a form satisfactory to the City) which the City may reasonably consider necessary or appropriate to perfect its interest. Borrower agrees to execute any such financing statements as City may request. The Borrower will pay to the City, on demand, the amount of any and all costs and expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by the City in connection with the exercise of any right or remedy referred to in paragraph 18 hereof.

16. PREPAYMENT. The Note provides that any prepayment of the Note does not reduce the "Affordability Period", as defined in the Declaration of Land Use Restrictive Agreement of even date herewith.

17. EVENTS OF DEFAULT. Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

(a) The Borrower shall fail to pay the Note in accordance with its terms or shall fail duly to perform or observe any of its covenants or commitments contained in this Mortgage or the Note secured hereby, or that certain Loan Agreement, of even date herewith, between Borrower and City, or that certain Declaration of Land Use Restrictive Agreement, filed and of record in the office of the Register of Deeds, in and for Cass County, North Dakota, or under that certain Assignment of Rents and Leases, of even date herewith, between Borrower and City, and any other agreement now in effect or hereafter made between the Borrower and the City with respect to the transaction evidenced by the Note and this Mortgage or in any other agreement incorporated herein (collectively, the Loan Documents), and such failure shall continue for sixty (60) calendar days (or with respect to other agreements incorporated herein, such failure shall not be cured within the number of days specified therein after receipts of written Notice of such default as required under the Loan Agreement);

(b) A responsible title insurance company shall fail duly to issue a policy or commitment for a policy of title insurance to or for the benefit of the City, free from exceptions (other than Permitted Exceptions) for mechanics' and materialmen's liens and other exceptions not previously approved by the City, insuring this Mortgage to be a valid second lien (subject only to those Permitted Exceptions previously enumerated herein) on the Land and related real property interests and the Mortgaged Property in an amount not less than the stated principal amount of the Note; or, if issued, any such policy or commitment shall be repudiated or revoked or shall not be duly performed;

(c) Any warranty of title made by the Borrower in this Mortgage shall be breached or broken and is not cured within thirty (30) days, after receipt of written Notice of such default as required under the Loan Agreement, or longer if borrower is diligently working to cure;

(d) Any representation or warranty made by the Borrower in any of the agreements identified or referred to in paragraph 1 or in any financial statements or reports submitted to the City by or on behalf of the Borrower shall prove false or materially misleading at the time such representation or warranty was made;

(e) The Borrower shall become insolvent, however defined; shall be dissolved; shall commit an act of bankruptcy under the United States Bankruptcy Act (as now or hereafter amended); shall file or have filed against it, voluntarily or involuntarily, a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the United States Bankruptcy Act (as now or hereafter amended); shall make an assignment for the benefit of creditors; shall procure, permit or suffer, voluntarily or involuntarily, the appointment of a receiver or trustee to take charge of any of the Mortgaged Property or any other properties owned by it; or shall have initiated against itself, voluntarily or involuntarily, any act, process or proceeding under any insolvency law or other statute or law providing for the modification or adjustment of the rights of creditors. However, if any of the involuntary actions described in this subsection 17(e) occur, such action will only be an event of default if it is not dismissed within 90 days; or

(f) The Borrower shall fail to comply with the additional covenants of paragraph 25 hereof after receipts of written Notice of such default as required under the Loan Agreement.

(g) The limited partners of Borrower shall have the right, but not the obligation, to cure any default hereunder and such cure shall be deemed to have been made by Borrower.

18. ACCELERATION; FORECLOSURE. Upon the occurrence of any Event of Default that is not cured within the applicable cure period to the written satisfaction of the City, the City may, at its option, upon thirty days' notice to the Borrower, exercise one or more of the following rights and remedies available to it:

(a) The City may declare immediately due and payable all Indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without notice or demand; and

(b) The City shall have, and may exercise with respect to all personal property and fixtures which are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of North Dakota. If notice to the Borrower of intended disposition of such property is required by law in a particular instance, such notice shall be deemed reasonable, if given (in the manner specified in paragraph 20) at least twenty (20) calendar days prior to the date of intended disposition; and

(c) The City may (and is hereby authorized and empowered to) foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of North Dakota, power being expressly granted to sell the Mortgaged Property at public auction (with the option being granted to the City to set forth conditions to such sale including covenants of the Borrower contained herein or documents referred to herein relating to the use of the Mortgaged Property) and convey the same to the purchaser in leasehold estate (with or without such conditions or restrictive covenants) and, out of the proceeds arising from such sale, to pay all Indebtedness secured hereby with interest, and all legal costs and charges of such foreclosure and attorneys' fees as permitted by statute, which costs, charges and fees the Borrower agrees to pay.

19. FORBEARANCE NOT A WAIVER: RIGHTS AND REMEDIES CUMULATIVE. Any delay by the City in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singly, serially (in any order) or concurrently, and as often as the occasion therefore arises. The City's taking action pursuant to Section 3, 11, or 12, or receiving proceeds, awards or damages pursuant to Section 6 or 12, shall not impair any right or remedy available to the City under Section 22.

20. NOTICES. Except as otherwise provided herein, whenever any approval or notice on behalf of the City is required under this Mortgage or whenever any action on behalf of the City is required or permitted, the Executive Director of the City shall have the power and right to approve, give notice or act on behalf of the City. Any notice from the City to the Borrower under this Mortgage shall be deemed to have been given by the City and received by the Borrower, when mailed by certified mail by the City to the Borrower at the following address:

Fargo Elliott Place Four, LLLP
c/o Housing and Redevelopment Authority of the City of Fargo
325 N. Broadway
P.O. Box 430
Fargo, North Dakota 58107-0430
Attention: Jill Elliott

With a copy to:

Blueline Development, Inc.
1004 South Ave W
Missoula, MT 59801
Attention: Kelly Gill

WNC Holding, LLC
c/o WNC & Associates, Inc.
17782 Sky Park Circle
Irvine, California 92614-6404
Attention: David N. Shafer, Esq.

And:

Holland & Knight LLP
10 Saint James Ave, 11th Floor
Boston, Massachusetts 02116
Attention: Jonathan Sirois, Esq.

or at such other address as the Borrower may designate to the City, by certified mail received by the City at 225 4th Street North, Fargo, ND 58102, or such other address as the City may designate by written notice. City agrees to send courtesy copies of any notices of default sent to Borrower to the limited partners of Borrower.

21. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the State of North Dakota. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect any other provision of this Mortgage which can be given effect without the conflicting provisions, and to this end, the provisions of the Mortgage are declared to be severable.

22. MISCELLANEOUS RIGHTS OF CITY. The City may at any time and from time to time, without notice, release any person liable for the payment of any Indebtedness, extend the time or agree to alter the terms of payment of any Indebtedness, release any property securing any Indebtedness, consent to the making of any plat or map of the Mortgaged Property or the creation of any easement thereon on any covenants restricting use or occupancy thereof, or agree to alter or amend the terms of this Mortgage in any way, all without in any way affecting the liability of any person (other than the person so released) or the validity or priority of this Mortgage (except as it covers property so released). Any personal property remaining upon the Mortgaged Property, after the Mortgaged Property has been possessed or occupied by the City or its agent following foreclosure of this Mortgage, or under any deed in lieu of foreclosure, shall be conclusively presumed to have been abandoned by the Borrower, and Borrower covenants that Borrower will upon written request of City execute a warranty bill of sale transferring title to such personal property to City.

23. OTHER DEBT. This Mortgage shall also secure, and the Indebtedness shall also include, all other advances heretofore or at any time hereafter made to the Borrower by the City and all other indebtedness of every type and description now or hereafter owed to the City by the Borrower, unless (in the case of any such advance or indebtedness) the City has otherwise agreed in writing. The City shall not be obligated to make any such advance or to permit or suffer the creation of any such indebtedness.

24. EXCULPATION. The covenant of the Borrower to pay principal, interest and premium, if any, is included in the Note secured hereby for the purpose of establishing and continuing the existence of the Indebtedness; it is a condition of said covenant that in the event of default under the terms hereof, the City shall take no action against the Borrower except such as may be necessary to subject to the satisfaction of the Indebtedness the Mortgaged Property; provided that nothing in said condition and no action so taken shall operate to impair an obligation of the Borrower under the Regulatory Agreement referred to herein. Neither the Borrower nor any of its partners shall have any personal liability for the payment of Indebtedness or the performance of any obligations of the Borrower hereunder or under the Note or other Loan Documents. In any action to realize upon any security furnished under any instrument now or hereafter securing the Indebtedness evidenced by this Mortgage or the Note or to collect any

amounts payable hereunder, neither the Borrower nor any partner of the Borrower or any partner, officer, director, employee or agent of any partner of the Borrower shall have any personal liability for the repayment of the Indebtedness and no judgment for the repayment of this Mortgage or the Note or interest thereon, if any, or any other sums due under this Mortgage or the Note or for damages for failure to perform any obligations owed to the City hereunder will be enforced solely against Mortgaged Property.

25. ADDITIONAL COVENANTS. The Borrower further covenants and agrees that:

(a) Borrower will not cause or permit the placement of any of the following named possible pollutants or hazardous materials upon the Mortgaged Property described on the attached Exhibit A, in violation of applicable law, and further covenants, that if during the mortgage term other substances are determined to be hazardous or toxic that such additional items will not be placed upon the Mortgaged Property described on Exhibit A, in violation of applicable law:
   (i) Asbestos,
   (ii) Fiberglass, other than insulation
   (iii) Urea Formaldehyde foam insulation,
   (iv) Transformers or other equipment which contain dielectric fluid containing polychlorinated biphenyls, and
   (v) Other chemicals, material, substances or pollutants, exposure to which is limited or regulated or which is under question for health and safety reasons by the state or appropriate federal regulatory agency and judicial authority.

(b) Borrower hereby agrees to reimburse, indemnify and save and hold the City and its successors and assigns harmless from and against any damage, liability, loss, penalty, charge, cost or deficiency, including but not limited to reasonable attorney's fees, and other costs and expenses incident to monitoring, remedial actions, proceedings or investigations and the defense of any claim, arising out of, resulting from or related to, and to pay to City or its successor in interest, on demand, the full amount of any sum which City or its successor has paid or becomes obligated to pay on account of:

   (i) Any material misrepresentation, omission or the breach of any representation or warranty of the Borrower under this Mortgage or the Note, or any of the documents described in paragraph 1 hereof, all of which shall survive the issuance of the Note;

   (ii) Any failure of the Borrower to fully perform or observe or cause to be performed or observed any term, provision, covenant or agreement to be performed or observed by the Borrower, or after an assumption, by the subsequent Borrower pursuant to this Mortgage or the Note;

   (iii) Any claims, assessments, or liabilities for charges, penalties, liens, taxes or deficiencies arising from or relating to the use and operation by the Borrower, or after an assumption, Borrower successors to the Mortgaged Property; or

(iv) The manufacture, generation, storage, use, treatment, transportation or disposal of solid waste, or any toxic or hazardous materials, substances or pollutants either directly or indirectly by the Borrower or any of their past or present affiliates on the Mortgaged Property described on Exhibit A, which occurs prior to possession passing from the Borrower pursuant to a Sheriff's Deed upon completion of a foreclosure or upon acceptance of a Deed in Lieu of Foreclosure. All indemnification provisions contained in this document, and in this paragraph shall survive the discharge of this Mortgage.

26. SUCCESSIONS AND ASSIGNS BOUND; NUMBER; GENDER; JOINT AND SEVERAL LIABILITY CAPTIONS. The covenants and agreements contained herein shall bind, and the rights conferred hereby shall inure to the benefit of the respective heirs, legal representatives, successors and assigns of the City and the Borrower. Whenever used, the singular number shall include the plural, and the plural the singular; and the use of any gender shall apply to all genders. All covenants and agreements of the Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

27. Borrower and City agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Mortgage whenever occasion shall arise and reasonable request for such instruments shall be made.

28. EXTENDED LOW-INCOME HOUSING COMMITMENT. The lien of this Mortgage shall be subordinate to any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) (the "Extended Use Agreement") recorded against the Mortgaged Property; provided that such Extended Use Agreement, by its terms, must terminate upon foreclosure under this Mortgage or upon a transfer of the Mortgaged Property by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code. Without limiting the foregoing, this Mortgage shall be subject to the requirements of Section 42(h)(6)(E)(ii) of the Internal Revenue Code.

29. GENERAL PARTNER CHANGE. The withdrawal, removal, and/or replacement of the general partner of Borrower pursuant to the terms of the Partnership Agreement shall not, in and of itself, constitute a default under any of the Loan Documents, and any such actions shall not, in and of themselves, result in acceleration of the maturity of the Loan; provided that any substitute general partner shall be named only with prior, written notice to City; and provided further that any such substitute general partner shall be reasonably acceptable to City and be selected with reasonable promptness (notwithstanding the foregoing, a replacement general partner who is an affiliate of the investor limited partner of the Borrower shall not require the approval of the City). City shall not charge a transfer fee in connection with such permitted transfers; however, City shall be entitled to be reimbursed by Borrower for actual out of pocket costs and expenses related thereto, including without limitation, the reasonable fees and expenses of City's counsel.

IN WITNESS WHEREOF, the Borrower has duly executed this Mortgage the day and year first above written.

Fargo Elliott Place Four, LLLP, a North Dakota limited liability limited partnership

By: FT FEPF, LLC,
a North Dakota limited liability company
Its: Managing General Partner

By: Franklin's Tower, LLC
a Montana limited liability company
Its: Sole Member and Manager

By: _____
Kelly Gill, Managing Member

By: Fargo Elliott Place Four GP, LLC
a North Dakota limited liability company
Its: Administrative General Partner

By: Housing and Redevelopment Authority of the City of Fargo
Its: Sole Member

By: _____
Jill Elliott, Executive Director

[Notarization on following page]

STATE OF NORTH DAKOTA)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Jill Elliott, who acknowledged herself to be the Executive Director of the Housing and Redevelopment Authority of the City of Fargo, the sole member of Fargo Elliott Place Four GP, LLC, the administrative general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

(SEAL) Notary Public, State of North Dakota

My Commission Expires:_____

STATE OF _____)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Kelly Gill, who acknowledged herself to be the managing member of Franklin's Tower, LLC, the sole member and manager of FT FEPF, LLC, the managing general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

(SEAL) Notary Public, State of

My Commission Expires:_____

EXHIBIT A

LEGAL DESCRIPTION

[To be confirmed after condo declaration recorded]

ASSIGNMENT OF RENTS AND LEASES

HOME INVESTMENT PARTNERSHIPS PROGRAM

THIS ASSIGNMENT OF RENTS AND LEASES is made this ____ day of _____, 2021, by Fargo Elliott Place Four, LLLP, a North Dakota limited liability limited partnership (hereinafter referred to as "Borrower"), to the City of Fargo, a municipal corporation (hereinafter referred to as "the City").

WITNESSETH:

WHEREAS, the Borrower has executed and delivered to City its Promissory Note dated [DATE], in the principal amount Four Hundred Thousand dollars and 00/100 Cents ($400,000.00). As used herein, the term "Note" shall include the Promissory Note as now drawn and as from time to time amended, as well as any and all Promissory Notes from time to time issued to evidence all or any part of the indebtedness evidenced by the Promissory Note; and

WHEREAS, to secure payment of the Note, the Borrower has executed and delivered to the City a Leasehold Mortgage - Security Agreement, and Fixture Filing dated [DATE] (the "Mortgage"), covering, inter alia, real estate situated in the County of Cass, State of North Dakota, described on Exhibit A attached hereto and the buildings, improvements and fixtures now or hereafter located thereon. The Mortgage may from time to time be amended or replaced to reflect amendments to or replacements of the Note. The real estate and fixtures covered by the Mortgage are hereinafter referred to as the "Mortgaged Premises;" and

WHEREAS, the City, as a condition to granting the loan evidenced by the Note, has required the execution of this Assignment.

NOW THEREFORE, in consideration of the Mortgaged Premises and in further consideration of the sum of One Dollar paid by the City to the Borrower, the receipt of which is hereby acknowledged, the Borrower does hereby presently grant, transfer and assign to the City all of the rights, title and interest of the Borrower in and to (i) any and all present and future leases or tenancies, whether written or oral, covering or affecting any or all of the Mortgaged Premises or all or any part of any present or future improvements located on the Mortgaged Premises, together with any and all extensions, modifications and renewals thereof (all of which are hereinafter collectively referred to as the "Leases" and singularly referred to as "Lease") and (ii) all rents, issues, profits and other payments of every kind due or payable and to become due or payable to the Borrower, by virtue of the Leases, or otherwise due or payable or to become due or payable to the Borrower as the result of any use, possession, or occupancy of any portion or portions of the Mortgaged Premises (all of which are hereinafter collectively referred to as "Rentals"), whether the Rentals accrue before or after foreclosure of the Mortgage, or during any period of redemption thereof, for the purpose of securing:

1. Payment of all indebtedness evidenced by the Note and all other sums, including, without limitation, additional advances by the City, secured by the Mortgage, whether or not such indebtedness exceeds the principal amount initially evidenced by the Note and secured by the Mortgage; and

2. Performance, payment and discharge of each and every obligation, covenant and agreement of the Borrower contained herein or in the Mortgage or the Note; and

3. Payment of all sums required for the operation, management and maintenance of the Mortgaged Premises.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, THE BORROWER AGREES AS FOLLOWS:

1. To abide faithfully by, perform and discharge each and every obligation, covenant and agreement which the Borrower is now, or hereafter becomes, liable to observe or perform under any Lease, at the sole cost and expense of the Borrower; to give prompt written notice to the City of any notice of material default on the part of the Borrower or received by the Borrower from a tenant under any Lease; and at the sole cost and expense of the Borrower, to enforce or to the best of its ability, secure the performance of each and every obligation, covenant, condition and agreement to be performed by each tenant under the Leases; and where such action would have a material adverse effect on Borrower, not to modify, extend or in any way alter the terms of any Lease or accept a surrender thereof without the written consent of the City, which shall not be unreasonably withheld; not to waive, excuse, condone or

in any manner release or discharge a tenant or lessee under any Lease of or from the obligations, covenants, conditions and agreements to be performed by the tenant or lessee, including but not limited to the obligations to pay the rental called for under each Lease in the manner and at the time specified therein.

2. At the Borrower's sole cost and expense, to appear in and defend any action or proceedings arising under, growing out of or in the manner connected with any Lease or the obligations, duties or liabilities of the Borrower or any tenant or obligor thereunder, and to pay all costs and expenses of the City, including reasonable attorneys' fees as allowed by statute, in any such action or proceedings in which the City may appear or with respect to which it may incur costs.

3. Should the Borrower fail to (i) materially perform its obligations under any Lease, (ii) require performance by any tenant under any Lease, (iii) appear in or defend any action arising under any Lease, or (iv) otherwise to perform its obligations hereunder, then the City, but without obligation to do so and without notice to or demand on the Borrower and without releasing the Borrower from any obligations hereof, may take such action as the City may deem expedient and proper to remedy such failure and to protect the security hereof. The City's powers under this Section A.3 include specifically, without limiting its general powers: (i) the right to appear in and defend any action or proceeding purporting to affect the security hereof or the right or powers of the City, (ii) the right to perform and discharge each and every obligation, covenant and agreement of the Borrower contained in the Leases, and (iii) the right to pay necessary costs and expenses, employ counsel, and pay reasonable attorneys' fees in the exercise of any of the powers granted to the City under this Assignment. The Borrower hereby grants the City an irrevocable power of attorney to perform all of the acts do all things provided for in this Section A.3 and in Sections B.5 and C.2 as the Borrower's agent and in the Borrower's name.

4. To pay immediately upon demand all sums expended by the City under the authority hereof, together with interest thereon at the rate then in effect for the Note, and the same shall be added to the said indebtedness and shall be secured hereby and by the Mortgage.

B. THE BORROWER HEREBY COVENANTS AND WARRANTS TO THE CITY THAT:

1. The Borrower has not executed any prior assignment of its right, title and interest in any Lease or in any of the Rentals, has not otherwise encumbered any of the Leases or Rentals, except as otherwise described as a Permitted Exception in the Mortgage, and will not hereafter transfer or assign or in any manner encumber any of the Leases or Rentals without the prior written consent of City, which shall not be unreasonably withheld.

2. Except for any prior Permitted Exceptions, the Borrower has not performed any act or executed any instrument and is not bound by any law, charter, or agreement which might prevent the City from exercising any of its powers or rights under any of the terms and conditions hereof, or which would limit the City in such exercise.

3. The Borrower will not collect or accept any Rentals for the use or occupancy of the Mortgaged Premises for more than one month in advance. Security deposits shall not be deemed Rentals for the purpose of this paragraph, but shall be used solely for their intended purpose.

4. The Borrower will transfer and assign to the City, upon written notice by the City, any and all specific Leases which the City reasonably requests. Such transfer or assignment by the Borrower shall be upon the same or substantially the same terms and conditions as are herein contained, and the Borrower will properly file or record such assignments, at the Borrower's expense, if so requested by the City.

5. The Borrower will at all times deposit all security deposits in a separate trust account established for that purpose, and shall make withdrawals from this account solely for purposes of (i) remedying a tenant's default in the payment of any Rental or of other funds due to the Borrower pursuant to a Lease, (ii) restoring the relevant tenant's space or premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted, and/or returning security deposits, deposited in the account, to the respective tenants. Upon or at any time after the existence of a default under the Note or Mortgage, that remains uncured beyond all applicable cure periods, or in the performance of any obligation, covenant or agreement herein contained, the City may draw upon the account for one or more of the purposes set forth in clause (i) and (ii) above or to return security deposits, to discharge any legal obligation it may have.

C. IT IS MUTUALLY AGREED THAT:

1. So long as there exists no uncured default under the Note or the Mortgage or in the performance of any obligation, covenant, or agreement herein contained, the Borrower shall have the right to collect, but not more than one month in advance, all Rentals, and to retain, use and enjoy the same; provided, however, that after the City has begun to collect Rentals hereunder during any period of an uncured default under the Note or the Mortgage or any of the Loan Documents, whether personally or through a receiver, it may, at its option, continue to do so notwithstanding the fact that any or all events of default are cured.

2. Upon or at any time after the existence of a default that remains uncured beyond any applicable cure periods under the Note, the Mortgage, the HOME Loan Agreement dated even herewith by and between the Borrower and City, the Declaration of Land Use Restrictive Agreement dated even herewith by the Borrower (the Loan Documents) or in the performance of any obligation, covenant or agreement herein contained, and until such default, obligation, covenant, or agreement is otherwise cured or remedied, City may, at its option, upon prior written notice, either in person or by agent, with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Mortgaged Premises or any part thereof; make, enforce, modify, and accept the surrender of Leases; and do any acts which the City deems proper to protect the security hereof, and either with or without taking possession of the Mortgaged Premises, in its own name, sue for or otherwise collect and receive all Rentals, including those past due and unpaid, and apply the same, less costs and expenses of operation and collections, including reasonable attorneys' fees allowed by statute, upon any indebtedness secured hereby, and in such order as the City may determine. Upon or at any time after the existence of a default under the Loan Documents, that remains uncured beyond any applicable cure periods, or in the performance of any obligation, covenant or agreement herein contained, and until such default, obligation, covenant, or agreement is otherwise cured or remedied, City is hereby granted and given full power and authority to pay out of the rents and other revenues received, all reasonable costs incurred, including but not limited to all services of all employees, including their equipment; to pay all interest on the principal sum of the Note now due and unpaid and hereafter to become due and all of the principal sum of said Note now due and unpaid or hereafter to become due, and all taxes and

assessments now due and unpaid and which may hereafter become due in a charge or lien upon said Mortgaged Premises (the "Project"); to construct, or to finish construction on, the project located on the Mortgaged Premises, and to pay all expenses now due or hereafter to become due because of the construction of the Project, and to do all other acts necessary and proper for the construction of the Project; to employ an agent or agents, building contractors, and other people necessary to the construction or management of the Mortgaged Premises, and to pay the reasonable value of their services out of the rents and revenues received; to act exclusively and solely in the place and stead of the Borrower and to have all powers of the Borrower for purposes aforesaid. The Borrower hereby consents to the appointment of a receiver upon application by the City, without any showing of waste of the Mortgaged Premises, inadequacy of the Mortgaged Premises as security or insolvency of the Borrower or any other party liable for payment of the indebtedness secured hereby. The Borrower also consents to entry of mandatory injunction requiring it to give effect to this Assignment. The entering upon and taking possession of the Mortgaged Premises, the collection of the Rentals and the application thereof as aforesaid, shall not cure or waive any default or waive, modify, or affect notice of default under the Note or the Mortgage or invalidate any act done pursuant to such notice. The City may, without entering into possession or pursuing any other remedy provided in this Assignment or at law or equity or in conjunction with such possession or pursuance of such other remedy, give notice to any or all tenants under the Leases authorizing and directing such persons to pay Rentals directly to the City. Such notice may be given in either the City's or the Borrower's name, and the Borrower will join in giving such notice if requested to do so by the City. If a tenant receives such a notice and makes payment pursuant thereto, it shall be conclusively presumed, as between the Borrower and such tenant, that the tenant is entitled to make such payment to the City, and that such payment constitutes payment of Rentals under the Lease in question.

3. The City shall not be obligated to perform or discharge nor does it hereby undertake to perform or discharge any obligation, duty or liability under any Lease, or under or by reason of this Assignment, and the Borrower shall and does hereby agree to indemnify the City against and hold it harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of this Assignment (including, without limitation, any liability under other statute, ordinance, rule or regulation) and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease, or by reason of exercise of any of its rights or remedies hereunder is provided, however, that such indemnification shall not extend to losses arising from recklessness or gross negligence of the City or its employees or agents; should the City incur any such liability, loss, or damage under any Lease or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees as allowed by statute, together with interest thereon at the rate then in effect for the Note, shall be secured hereby and by the Mortgage, and the Borrower shall reimburse the City therefore immediately upon demand.

4. Upon the payment in full of all indebtedness secured hereby, this Assignment shall become null and be void and of no effect, but the affidavit of any officer of the City stating that a part of said indebtedness remains unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

5. All rights, powers and remedies provided herein shall be cumulative and in addition all other rights and remedies granted by law and may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered, or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity of other terms hereof shall in no way be affected thereby.

6. This Assignment applies to, inures to the benefits of, and binds all parties hereto and their respective heirs, legal representative, successor and assigns.

7. Any delay by the City in exercising any right, remedy or power described or referred to in this Assignment shall neither be a waiver of nor preclude the exercise of such right or remedy. All such rights, remedies and powers shall be distinct and cumulative and may be exercised singly and serially (in any order) or concurrently and as often as the occasion therefore arises.

8. This Assignment is given as security in addition to the security of the Mortgage, and not as a part of the security of the Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage. The City shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the City may exercise the security hereof and of the Mortgage concurrently or independently and in any order or preference.

9. Nothing in this instrument shall prejudice or be construed or prejudice the right of City to commence and prosecute, or to prevent City from commencing and prosecuting any action which it may deem advisable or which it may be entitled to commence and prosecute under any other agreements with Borrower, or to prejudice any other rights of City; nor shall this instrument be construed to waive any defaults now existing or which may occur under any agreement with Borrower; nor shall this instrument be construed as granting a forbearance or extension of time of payment.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be duly executed as of the date and year first above written.

Fargo Elliott Place Four, LLLP, a North Dakota limited liability limited partnership

By: FT FEPF, LLC,
a North Dakota limited liability company
Its: Managing General Partner

By: Franklin's Tower, LLC
a Montana limited liability company
Its: Sole Member and Manager

By: _____
Kelly Gill, Managing Member

By: Fargo Elliott Place Four GP, LLC
a North Dakota limited liability company
Its: Administrative General Partner

By: Housing and Redevelopment Authority of the City of Fargo
Its: Sole Member

By: _____
Jill Elliott, Executive Director

[Notarization on following page]

STATE OF NORTH DAKOTA)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Jill Elliott, who acknowledged herself to be the Executive Director of the Housing and Redevelopment Authority of the City of Fargo, the sole member of Fargo Elliott Place Four GP, LLC, the administrative general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL) _____
Notary Public, State of North Dakota

My Commission Expires:_____

STATE OF _____)
:SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Kelly Gill, who acknowledged herself to be the managing member of Franklin's Tower, LLC, the sole member and manager of FT FEPF, LLC, the managing general partner of Fargo Elliott Place Four, LLLP, that she, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL) _____
Notary Public, State of

My Commission Expires:_____

EXHIBIT A

LEGAL DESCRIPTION

[To be confirmed after condo declaration is recorded]

THE CITY OF Fargo FAR MORE

(21)

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

May 25, 2021

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

RE: North Dakota Department of Environmental Quality
State Clean Diesel Grant Program

Commissioners:

In February of 2021, the North Dakota Department of Environmental Quality (NDDEQ) released the annual State Clean Diesel Grant Program. NDDEQ will allocate approximately $327,000 in awards funded by the U.S. Environmental Protection Agency to purchase new, diesel-powered vehicles. The purpose of the funding is to reduce diesel emissions in accordance with the Diesel Emissions Reduction Act of the Energy Policy Act of 2010.

On March 30th, 2021, the City of Fargo's applications for 25% funding of one Roll off truck ($163,393.00) and one Rear Load Refuse truck ($173,579.00) with a cost share to the City of Fargo of 75% were submitted.

On April 14th, 2021, the City of Fargo received notice that both grant applications submitted on March 30th, 2021, had been selected to receive funding totaling $84,243.00.

SUGGESTED MOTION:

Move to approve and authorize the execution of the enclosed ND Clean Cities Grant Agreement between the City of Fargo and the North Dakota Department of Environmental Quality. Funding will be in the 2022 Solid Waste Enterprise Capital Budget Request.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

Notice of Grant Award G19.130

REBATE GRANT AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Environmental Quality, Air Quality Division (Grantor), has determined the services identified in the Scope of Service paragraph form an appropriate basis for the expenditure of funds allocated to Grantor.

City of Fargo (Grantee), 402 23rd Street North, Fargo, ND 58102, proposes to provide those services.

Grantor and Grantee therefore enter into the following Rebate Grant Program:

1) TERM OF THE AGREEMENT
This Agreement runs from May 17, 2021, through September 30, 2022. This Grant will not automatically renew.

2) SCOPE OF SERVICE
Grantee as an eligible entity for this funding, as a city that operates diesel-powered vehicles, shall use this award to partially fund the cost of two new/newer diesel-powered trucks in accordance with the requirements of the Diesel Emissions Reduction Act (DERA) program as outlined in the grant application. Award not to exceed 25% of the cost of the eligible trucks.

The replaced old trucks shall be scrapped. Scrapped shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block of the engines. Scrapped shall also include the dismantling of the chassis by cutting the trucks' frame rails completely in half. The replaced old trucks shall be scrapped within 90 days of receiving the new trucks.

Prior to receiving reimbursement, the Awardee shall submit the following to the Department:
1. Invoice or other documentation showing the final price of the new trucks.
2. Completed scrappage form certifying destruction of the old trucks. (form to be provided by the Department)
3. Pictures (electronic) of the old trucks including the following:
   a. side profile of the trucks being scrapped

b. VIN plate of the trucks being scrapped
c. engine tag of the trucks being scrapped
d. chassis rails cut in half
e. engine blocks prior to destruction/hole being drilled
f. engine blocks after destruction/hole has been drilled

Progress reports shall be submitted to the Department upon request. Reports shall include a brief description of the Awardee's progress toward completing the project, and/or any anticipated delays in completing the project during the project period. The report may be submitted electronically via email or mailed to the Department.

The final progress report and reimbursement request must be received by the Department by September 30, 2022. Reimbursement(s) will be processed upon Department approval of progress reports and information provided in the reimbursement request(s).

3) COMPENSATION

Grantor, upon receipt and approval of Requests for Reimbursement reports will reimburse the Grantee for allowable expenses incurred. Total payment under this Agreement may not exceed $84,243. Grantee shall submit its request for reimbursement upon completion of the project. The expenditures report for the periods ending June 30 must be received no later than July 15 of that year.

Payments will be processed at twenty-five (25) percent of the total expenditures reported. Seventy-five (75) percent matching funds is required by the Grantee.

Grantee is responsible for a cost share of $252,729.
Total Project Costs including Grantor award and Grantee share is $336,972.

4) GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

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

5) AUTHORITY TO CONTRACT

Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent, provided, however, that Grantee may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Grant, whether by merger,

reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom Grantor is prohibited from conducting business, Grantor shall have the right to terminate without cause.
Grantee may enter into subcontracts provided that any subcontract acknowledges the binding nature of this grant and incorporates this Grant, including any attachments. Grantee is solely responsible for the performance of any subcontractor with whom Grantee contracts. Grantee does not have authority to contract for or incur obligations on behalf of Grantor.

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

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

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

9) TERMINATION

a) Termination by Mutual Agreement or Notice

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

b) Early Termination in the Public Interest

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

c) Termination for Lack of Funding or Authority

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

i) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.

ii) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

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

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

d) Termination for Cause

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

i) If Grantee fails to provide services required by this Agreement within the time specified or any extension agreed to by Grantor; or

ii) If Grantee fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

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

10) CONTINGENT LIABILITY

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

11) DELAY OR FORCE MAJEURE

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

12) INDEMNITY

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

13) INSURANCE

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

a) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of $1,000,000 per occurrence.
b) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence.
c) Workers compensation coverage meeting all statutory requirements.

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

a) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self-retention is subject to approval by the State.
b) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
c) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned Grantor representative.
d) Grantee shall furnish a certificate of insurance to the undersigned Grantor representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
e) Failure to provide insurance as required in this Agreement is a material breach of contract entitling Grantor to terminate this Agreement immediately.

14) NOTICE

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

GRANTOR	GRANTEE
L. David E. Glatt, PE, Director	Name
Department of Environmental Quality	Title
918 E. Divide Avenue	Address
Bismarck, ND 58501-1947	City, State, Zip

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

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

15) INTEGRATION, MODIFICATION, AND SEVERABILITY

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

16) COLLATERAL CONTRACTS

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

17) WORKS FOR HIRE

Grantee acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to Grantor all rights and interests Grantee may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Grantee in

performance of this Agreement for Grantor shall be the sole property of State, and Grantee hereby assigns and transfers all its right, title, and interest therein to State. Grantee shall execute all necessary documents to enable Grantor to protect State's intellectual property rights under this section.

18) WORK PRODUCT

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

19) COMPLIANCE WITH PUBLIC RECORDS LAWS

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

20) CONFIDENTIALITY

Grantee shall not use or disclose any information it receives from Grantor under this grant that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant or as authorized in advance by Grantor. Grantor shall not disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the Term of this grant.

21) ATTORNEY FEES

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

22) ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By this award, Grantor does not agree to any form of binding arbitration,

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

23) APPLICABLE LAW AND VENUE

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

24) NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Grantee agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Grantee agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Grantee shall have and keep current at all times during the Term of this grant all licenses and permits required by law. Grantee's failure to comply with this section may be deemed a material breach by Grantor entitling Grantor to terminate in accordance with the Termination for Cause section of this grant.

25) LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

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

26) SPOLIATION-NOTICE OF POTENTIAL CLAIMS

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

27) EVALUATION

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

28) ASSURANCES

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

a) Fair Labor Standards Act, Equal Pay Act of 1963,
b) Titles VI and VII of the Civil Rights Act of 1964,
c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
d) Age Discrimination Employment Act of 1967,
e) Age Discrimination Act of 1975,
f) Drug-free Workplace Act of 1988,
g) Americans with Disabilities Act of 1990,
h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving,
i) Section 504 of the Rehabilitation Act of 1973,
j) Executive Order 13043, Increasing Seat Belt Use in the United States,
k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328)
l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

29) APPLICABLE COSTS

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

30) DEBARMENT/SUSPENSION

By signing this grant, Grantee certifies that neither Grantee, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by

any Department or Agency of the State or Federal Government.

31) APPROVED VENDOR

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

32) RESTRICTIONS FOR LOBBYING

Grantee assures that:

a) No federal funds from this agreement will be paid by for on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

b) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Grantee Assurances.

c) Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the

Congress, except in presentation to the Congress or any state legislative body itself.

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

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

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

33) SMOKE FREE

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

34) ENERGY AND ENVIRONMENTAL CONSERVATION

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

35) RESOURCE CONSERVATION AND RECOVERY ACT

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

36) EQUIPMENT

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

37) FEDERAL EXPENDITURE REQUIREMENTS

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

City of Fargo

By_____ _____
DATE

Its _____

_____
Grantee's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY

By_____ _____
L. DAVID GLATT, P.E. DATE
DIRECTOR

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

(22)

April 29, 2021

Utility Committee
City of Fargo
Fargo ND 58102

RE: Household Hazardous Waste Services

Dear Committee:

On April 12, 2021, proposals were received from the following three firms in response to a Request for Proposal (RFP) for hazardous waste, specifically chemical recycling and disposal services as well as electronics and fluorescent lamp recycling. The proposals were evaluated by a Selection Committee which included Fargo's Solid Waste Utility Director, Recycling Coordinator and Solid Waste Utility Engineer. The ranking format used is shown on the attached *Evaluation Criteria Preliminary Work Sheet* with the final ranking results shown below. Detailed Selection Committee results are available upon request.

CHEMICALS:

COMPANY	TL	JP	SO	Total 300	Rank
Clean Harbors	100	97	99	296	1
Retrofit Companies	87	79	68	234	2

*Please note the average annual cost of chemical disposal for the last 3 years is $18,473.57. This amount is included in the yearly Household Hazardous Waste budget.

ELECTRONICS AND FLUORESCENT LAMPS:

COMPANY	TL	JP	SO	Total 300	Rank
Green Lights	93	97	85	275	1
Retrofit Companies	90	82	83	255	2
Clean Harbors	88	76	79	243	3

*Please note the average annual cost of electronics recycling for the last 3 years is $21,198.79 This amount is included in the yearly Household Hazardous Waste budget.

Based upon the results of the review process, this office recommends awarding of the contracts to the following companies:

Clean Harbors	**Chemical Recycling and Disposal**
Green Lights Recycling	**Electronics and Fluorescent Bulb Recycling**

The contracts would each be a three-year agreement with an option to extend for three years in which Clean Harbors Environmental and Green Lights Recycling would meet all shipping requirements of chemical and electronics recycling and disposal in compliance with State and Federal regulations (i.e. Environmental Protection Agency, Department of Transportation, etc.). Funding for the contracts has been included in the Household Hazardous Waste budget.

Your consideration in this matter is appreciated.

SUGGESTED MOTION:
Award a three-year contract with an option to extend for three-years for disposal of household hazardous waste, specifically chemical recycling and disposal services to Clean Harbors Environmental. Award a three-year contract with an option to extend for three-years for disposal of household hazardous waste, specifically electronics and fluorescent bulb disposal services to Green Lights Recycling.

Sincerely,

Terry Ludlum
Solid Waste Utility Director

Jennifer Pickett
Recycling Coordinator

cc: Selection Committee
Submittal Firms

REPORT OF ACTION

UTILITY COMMITTEE

Project No. Type: Household Hazardous Waste Services

Location: Solid Waste Division

Date of Hearing: 5/6/21

Routing	Date
City Commission	5/17/21
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached memo and 3-year contracts for Household Hazardous Waste Services. Following a formal RFP process, proposals were received from three firms for the approved handling and disposal of hazardous waste; specifically chemical recycling and disposal, and electronic and fluorescent lamp recycling. A selection committee including the Solid Waste Utility Director, Recycling Coordinator, and the Solid Waste Engineer ranked all proposals using a specific format (also attached) with the final rankings shown below:

CHEMICALS:

COMPANY	SWUD	RC	SW ENG	TOTAL	Rank
Clean Harbors	100	97	99	296	1
Retrofit Companies	87	79	68	234	2

ELECTRONICS & FLOURESCENT LAMPS:

COMPANY	SWUD	RC	SW ENG	TOTAL	Rank
Green Lights	93	97	85	275	1
Retrofit Companies	90	82	83	255	2
Clean Harbors	88	76	79	243	3

Over the last three years, the average annual cost of chemical disposal has been $18,473.57 and the electronics recycling cost has been $21,198.79, both amounts are included in the annual Household Hazardous waste budget. Given that the proposals from Clean Harbors and Green Lights meet all State and Federal requirements regarding recycling and disposal of the described hazardous waste, staff would recommend three-year agreements with each.

MOTION:

On a motion by Ben Dow, seconded by Scott Liudahl, the Utility Committee voted to approve the award of three-year contracts with Clean Harbors Environmental for the recycling and disposal of chemicals; and with Green Lights Recycling for electronics and fluorescent bulb disposal services.

COMMITTEE:	Present	Yes	No	Unanimous
Anthony Gehrig, City Commissioner	X	X		X
Bruce Grubb, City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Kent Costin, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Jason Halsne, Enterprise I & C Coordinator	X	X		

ATTEST:

Terry Ludlum
Solid Waste Utility Director

C: Tim Mahoney, Mayor
Commissioner Piepkorn
Commissioner Preston
Commissioner Strand

Household Hazardous Waste Services

Evaluation Criteria Preliminary Work Sheet - Instructions

A work sheet will be completed for each proposal using the following guidelines:

Criteria	Weighting	Description of Considerations
Cost of proposal	50	Lowest bid will receive 50 points. All other bids will receive points in proportion to the lowest bid. Equation: $\text{Proposal A Weighting} = \frac{50}{(\text{Proposal A Cost}/\text{Lowest Proposal Cost})}$ **Example:** Lowest proposal =$44,000.00, Proposal A =$52,800.00. Proposal A Weighting = 50/(52,800.00/44,000.00) = 41.67 or 42 points
Description of services proposed and demonstration of capability to fulfill services required	20	The proposal must describe, in an understandable manner, all services proposed for the successful completion of the project, and demonstrated the contractor's ability to fulfil proposed services. Evaluators will contact the appropriate federal, state and/or local regulators regarding contractor's ability to perform. Weighting will be made considering regulator contact information, previous knowledge of contractor and past experiences with the City of Fargo, HHW collection events.
Willingness and capability to meet deadline including current and projected workloads of the persons or firms	10	Weighting will be made considering; proposed project schedule, number of personnel and equipment propose and past experiences with City of Fargo, HHW collection events. A minimum of 3 personnel fully trained in EPA, RCRA and DOT regulations will be required to complete project (excluding oil based paint bulking) in 2 days. A minimum of 5 personnel (3 fully trained in EPA, RCRA and DOT regulations will be required to complete project (with buling and can crusher) in 2 days

Related experience or similar projects, done without subcontracting, including recent and current work for agencies in North Dakota	10	The proposal must describe related or similar experience and or project. Evaluators will contact the appropriate ND state agencies regarding recent and current work in ND. Weighting will be made considering description of related or similar experiences, ND state agency contact information, previous knowledge of contractor and past experiences with City of Fargo, HHW collection events.
The ability of professional personnel	5	Weighting will be made considering description of experiences, education and training of personnel proposed to provide services for the project.
Past performance of person or firm	5	Evaluators will contact the appropriate federal, state, and/or local regulators regarding contractor's and or personnel's ability to perform. Weighting will be made considering regulator contact information, previous knowledge of contractor and past experiences with City of Fargo, HHW collection events.

In addition, special consideration will be given to contractors proposing cost-effective recycling methods over traditional disposal methods.

2021 HHW RFP

Prices are per 55 gallon drum unless noted

	Retrofit	Green Lights	CLEAN HARBORS	
Aerosols	$ 375.00		$ 292.00	
Corrosives - Acids	$ 800.00		$ 292.00	
Corrosives - Alkali	$ 800.00		$ 292.00	
Elemental Mercury*	$ 40.00		$ 35.00	
Flammable Liquids	$ 150.00		$ 66.00	
Oil Based paint	$ 225.00		$ 66.00	
Flammable Solids***	$ 1,050.00		$ 292.00	
Mercury devices*	$ 9.85		$ 400.00	Per 5 gallons
Oxidizers	$ 900.00		$ 292.00	
PCB Ballasts*	$ 1.25		$ 165.00	
PCB Capacitors*	$ 2.10		$ 165.00	
Pesticides/Poisons	$ 900.00		$ 292.00	
Reactives**	$ 600.00		$ 95.00	
Electronics*	$ 0.30	$ 0.27	$ 0.36	
Fluorescent Lamps				
4' and under - each @	$ 0.26	$ 0.21	$ 0.40	
5' and under-each @	$ 0.45	$ 0.36	$ 0.80	
Compact-each @	$ 0.50	$ 0.39	$ 2.75	
U shaped-each @	$ 0.45	$ 0.38	$ 1.50	
HID-each @	$ 1.00	$ 1.29	$ 2.75	
Transportation Costs				
Per loaded truck	$ 45.00	$ 79.95	$ 2,147.00	
LTL			$ 544.00	
Demurrage per hour	$ 75.00		$ 105.00	

* Per Pound

** Per Gallon

***600 Pound Minimum

AGREEMENT OF TERMS AND CONDITIONS FOR RECYCLING SERVICES

This Agreement, made and entered into as of the 1st day of June, 2021 by and between the City of Fargo, North Dakota, hereinafter referred to as "Fargo", and Green Lights Recycling, Inc., Blaine, Minnesota, hereinafter referred to as "Green Lights".

WITNESSETH:

WHEREAS, Fargo is in possession of discarded computers, televisions, monitors, printers, spent fluorescent lamps and HID bulbs that may contain mercury, as well as PCB ballasts, nickel-cadmium, button cell, mercury and silver batteries, (hereinafter called "Recyclable Materials");
WHEREAS, Fargo wishes the Recyclable Materials to be transported and properly recycled and/or disposed;
WHEREAS, Green Lights is willing to accept Fargo's Recyclable Materials and ensure that it is properly transported and recycled/disposed of according to the terms and conditions herein;
WHEREAS, Fargo requested proposals from recyclers for the Recyclable Materials as well as from recyclers of chemicals and other liquids and Fargo is entering into a separate agreement, relating to the RFP for said chemicals and other liquids that is not intended to be a part of this agreement;

NOW, THEREFORE, the parties agree as follows:

1.0 WARRANTIES AND REPRESENTATIONS

1.1 Green Lights has the capability, experience, and means required to perform the services covered by this Agreement. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested, and in compliance with all applicable laws.

1.2 Green Lights will perform all services in a diligent and workmanlike manner, and will maintain all facilities and equipment, in strict compliance with all applicable laws and regulations.

1.3 Green Lights warrants and represents that all products which contain mercury will be recycled at a qualified licensed recycling facility after receipt at such facility except for any force majeure after receipt.

1.4 Green Lights will use its best efforts to arrange recycling of all solid materials, including mercury, aluminum and glass.

1.5 Green Lights will use a tracking system for materials coming into and going out of its facility. This system will be conducive for plant audits properly portraying its activities. Fargo has the right to audit these documents related to its relationship with Green Lights upon giving notice to Green Lights.

2.0 TRANSFER OF TITLE

Title to all solid materials, whether recyclable or non-recyclable, will pass from Fargo and vest in Green Lights when the material is collected by Green Lights from Fargo. Title to all solid materials, whether recyclable or non-recyclable, will pass from Green Lights and vest in a licensed recycler when the material is delivered to the recycler's facility.

3.0 EXCLUSIVE PERFORMANCE

Fargo will have the following Recyclable Materials processed exclusively with Green Lights during the term of this Agreement: discarded computers, monitors, televisions, printers, fluorescent lamps, HID bulbs, PCB ballasts, nickel-cadmium, button cell, mercury and silver batteries.

4.0 COMPENSATION

For services performed hereunder, Fargo will compensate Green Lights in accordance with the prices listed in Schedule "B" attached. Per RFP, twenty-five percent (25%) of invoiced expenses will be held until certificates of reuse, recycling, treatment and/or disposal are received by the City of Fargo. Invoices shall be paid within THIRTY (30) days from date of invoice origination date, after which period, interest on any unpaid amounts properly due to Green Lights shall accrue interest at a rate of six percent (6%) simple interest per annum.

5.0 ASSIGNMENT AND SUBCONTRACTORS

This Agreement is assignable only upon the express written consent of all parties. Such consent will not be unreasonable withheld.

6.0 INDEPENDENT CONTRACTOR

Green Light's relationship with Fargo under the Agreement will be that of independent contractor.

7.0 TERMS AND TERMINATION

7.1 This Agreement shall commence on the date first above written and shall continue in full force and effect for a period of thirty-six (36) months, with an option to extend the contract for an additional three years under the same terms and conditions with mutual consent; provided, however, that either party may terminate this agreement upon ninety (90) days' written notice. In such case, termination may occur without penalty.

7.2 Notwithstanding the above, each party shall have the right to cancel this Agreement immediately if any other party becomes insolvent, makes an assignment for the benefit of creditors, has a bankruptcy petition filed by or against it, or breaches any material term.

8.0 FORCE MAJEURE

No party will be liable for failure to perform hereunder due to circumstances beyond its reasonable control.

9.0 NOTICE

Green Lights shall provide summary reports detailing Recyclable Materials disposition activity on a quarterly basis (per RFP). All other notices will be given in writing to the parties as follows:

Green Lights Recycling, Inc.
10040 Davenport St. NE
Blaine, MN 55449

City of Fargo
Division of Solid Waste
2301 8th Avenue North
Fargo, ND 58102

10.0 GOVERNING LAW

It is the intent of the parties that the validity, interpretation and construction of this Agreement will be governed by the laws of the State of North Dakota.

11.0 SAVINGS CLAUSE

If any provision of the Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement. This Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.0 GENERAL PROVISIONS

Green Lights shall meet the provisions established in Fargo's Request for Proposal (RFP) (attached Schedule "A") to the extent said RFP relates to Recyclable Materials (as opposed to chemicals and other liquids referenced in the RFP). Fargo's RFP shall supercede this Agreement and all previous representations relative thereto, either written or oral. Green Lights shall ensure legal servicing, treatment, recycling and/or disposal of Recyclable Materials listed on the attached price list, Schedule "B". This Agreement may be amended only by a written specific reference to it signed by both parties.

IN WITNESS WHEREOF, Green Lights and Fargo have each caused this Agreement to be executed by their duly authorized representative on the date set forth above.

GREEN LIGHTS RECYCLING, INC.

By John Ondo

Title President

Date May 5, 2021

CITY OF FARGO

By _____

Title _____

Date _____

SCHEDULE "B" PRICING

Waste Stream	Per pound	Other	Disposal Method
Electronics	$00.27		Recycle
Fluorescent Lamps			
4' and under	$00.21	Each	Recycle
5' and over	$00.36	Each	Recycle
Compact Lamps	$00.39	Each	Recycle
U-shaped and Circulars	$00.38	Each	Recycle
HID	$01.29	Each	Recycle

Transportation	
Stop Charge on a Scheduled Run	$79.95

AGREEMENT OF TERMS AND CONDITIONS FOR HOUSEHOLD HAZARDOUS WASTE SERVICES

This Agreement, made and entered into as of the 1st day of June, 2021 by and between City of Fargo, North Dakota, hereinafter referred to as "Fargo", and Clean Harbors Environmental Services, Inc., Cannon Falls, MN, hereinafter referred to as "Clean Harbors".

WITNESSETH:

WHEREAS, Fargo has Household Hazardous Waste, hereinafter referred to as "HHW", and wishes the HHW to be packaged, transported and properly disposed;
WHEREAS, Clean Harbors is willing to accept certain of Fargo's HHW and/or ensure that it is properly packaged, transported and/or disposed of according to the terms and conditions herein;
NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 HHW SERVICES

CLEAN HARBORS shall meet the provisions established in Fargo's Request for Proposal (RFP) (attached Schedule "A"). Fargo's RFP shall supercede this Agreement and all previous representations relative thereto, either written or oral. CLEAN HARBORS shall ensure legal servicing, treatment and/or disposal of such types of HHW listed on the attached Schedule "A" as requested by Fargo. Schedule "A" may be modified if required by the parties' joint execution of an amendment. Services to be provided may include packaging, transportation, disposal of HHW materials, and additional services as requested by Fargo.

2.0 TRANSPORTATION

2.1 CLEAN HARBORS shall be responsible for providing suitable means to transport the HHW and Fargo may be required to provide assistance in loading HHW.

2.2 CLEAN HARBORS shall prepare all shipping papers, manifest, and labels with each shipment of HHW in accordance with all applicable requirements of the United States Department of Transportation ("DOT") and the United States Environmental Protection Agency ("EPA") under the Toxic Substances Control Act ("TSCA"), the Resource Conservation and Recovery Act ("RCRA"), and all other Federal, State and local statutes, regulations and ordinances.

2.3 CLEAN HARBORS or CLEAN HARBORS' contracted transporter shall maintain in force and require all carriers it engages to carry vehicular liability insurance equivalent to that specified in Section 9.0 of this Agreement and shall, upon request, provide the other party with certificates of insurance evidencing such coverages.

2.4 Fargo will provide satisfactory roadways and approaches to the point of loading. Loading shall occur based on agreed upon scheduling. Fargo will notify CLEAN HARBORS a minimum of 10 working days prior to service requirements.

2.5 Spills or leaks, which may occur during the transportation, shall be lawfully managed by CLEAN HARBORS or CLEAN HARBORS' contracted transporter. CLEAN HARBORS or CLEAN HARBORS' contracted transporter will inspect all containers prior to loading for transport. Any waste container in questionable condition or integrity can be rejected from transport. Fargo will be responsible for repairs, replacement or making acceptable any waste container prior to shipment by CLEAN HARBORS or contracted transporter.

3.0 RESPONSIBILITIES

3.1 Fargo shall be responsible for HHW while collected and stored at Fargo's HHW Collection Facility, and CLEAN HARBORS shall be responsible for HHW from the point of loading truck at Fargo site. CLEAN HARBORS shall assure proper handling, storage, treatment, and disposal of HHW.

3.2 CLEAN HARBORS will use only disposal facilities that are listed in CLEAN HARBORS' proposal to Fargo which was submitted on April 1, 2021.

3.3 CLEAN HARBORS will provide approved waste profiles and training of waste stream packaging guidelines, DOT labeling and shipping information, and other associated paperwork.

3.4 CLEAN HARBORS shall provide summary report detailing waste stream disposition activity on a quarterly basis (as per RFP).

3.5 CLEAN HARBORS will designate Amanda Anderson as Fargo's primary contact for all matters relating to this contract.

4.0 WARRANTIES

4.1 CLEAN HARBORS warrants that its services performed under this Agreement shall comply with all requirements of federal, state and local laws, regulations, and ordinances.

4.2 CLEAN HARBORS warrants that all permits, licenses, authorizations, and approvals required for transportation of the HHW by federal, state and local laws, regulations, and ordinances shall be in effect at the time of transportation.

4.3 CLEAN HARBORS warrants that the containers CLEAN HARBORS supplies comply with all laws, regulations or ordinances which may be applicable to their packaging or transportation, including, but not limited to DOT regulations. Fargo warrants that HHW for disposal will be packaged in DOT-approved containers that meet the above requirements.

5.0 INDEMNIFICATION AND SUBROGATION

5.1 Fargo agrees to indemnify, save harmless and defend CLEAN HARBORS from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which CLEAN HARBORS may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by any negligent, intentional or willful act or omission of Fargo or its employees or agents.

5.2 CLEAN HARBORS agrees to indemnify, hold harmless and defend Fargo, its officers, directors, shareholders, agents, employees and affiliates, from any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which Fargo may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by (i) CLEAN HARBORS' breach of any term or provision of this Agreement; (ii) the failure of any warranty of CLEAN HARBORS to be true, accurate and complete; or (iii) any negligent, intentional or willful act or omission of CLEAN HARBORS or its employees, subcontractors or agents.

5.3 With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice of the claim within a reasonable period following the event or occurrence and identify the basis of the indemnification asserted; and (ii) allow the other party (including its employees, agents, insurers and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, physical evidence and chemical analyses and taking such other steps as may be necessary to preserve evidence of the event or occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming such right shall forfeit that right and assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

5.4 CLEAN HARBORS agrees to indemnify, save harmless and defend Fargo from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of any violation of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") by CLEAN HARBORS in its transportation, treatment, storage or disposal of the HHW listed on the Schedule "B" and/or Quotation.

6.0 CHARGES AND FEES

6.1 CLEAN HARBORS' charges for its disposal services pursuant to this Agreement are set forth in Schedule "A".

6.2 In addition to the charges set forth in Schedule "A", CLEAN HARBORS may charge Fargo CLEAN HARBORS' reasonable costs for cleaning and/or decontamination of transportation equipment and containers necessitated by leaks, spills or other releases caused by Fargo while at the Fargo site.

6.3 When possible, CLEAN HARBORS shall weigh all containers including drums, lab packs, etc., prior to transporting and record the weight on shipping documents. Invoices will be based upon the weighted and/or containerized pricing as provided in Schedule "A".

7.0 PAYMENT

Each invoice for HHW received by CLEAN HARBORS and/or services provided to Fargo shall be paid, net terms by Fargo within thirty (30) days from Fargo's receipt of invoice. Per the RFP, twenty-five percent (25%) of invoiced expenses will be held until certificates of reuse, recycling, treatment and/or disposal are received by the City of Fargo. Invoices not paid when due shall accrue interest at the rate of 6 percent (6 %) per annum from the due date.

8.0 TERM

8.1 This Agreement shall commence on the date first above written and shall continue in full force and effect until May 31, 2024 unless terminated by either party providing the other party with at least thirty (30) days prior written notice of termination, with an option to extend the contract for an additional three years under the same terms and conditions with mutual consent. Either party shall have the right to cancel this Agreement at any time if the other party becomes insolvent, makes an assignment for the benefit of creditors, or has a bankruptcy petition filed by or against it.

8.2 Should this Agreement be terminated by either party, CLEAN HARBORS shall be responsible for removing any and all equipment and and/or materials associated with this Agreement and collected during the course of performing HHW collections at Fargo, ND. Fargo shall be responsible for payment of fees for final services as listed in Schedule "A".

9.0 INSURANCE

CLEAN HARBORS shall have in effect and shall maintain for the term of this Agreement the following insurance:

TYPE OF INSURANCE	MINIMUM POLICY LIMITS
Worker's Compensation	$1,000,000 per occurrence
Automobile Liability	$2,000,000 single limit
Comprehensive General Liability	$1,000,000 per occurrence
Contractor's Pollution Liability	$2,000,000 per occurrence
Excess Liability	$10,000,000 per occurrence

CLEAN HARBORS shall name the City of Fargo, its elected officials, departments, employees and agents as additional insured for general and automobile liability insurance coverage. CLEAN HARBORS shall provide notice to Fargo of any changes in coverage limits and will provide certificates of insurance upon request.

10.0 GENERAL PROVISIONS

10.1 In the performance of this Agreement, CLEAN HARBORS is an independent contractor.

10.2 Each party grants the other, its agents and employees, during the term of this Agreement, reasonable access to the other party's facilities for purposes of fulfilling obligations under this Agreement. Each party agrees to comply with reasonable safety standards adopted by the other while on the other's premises. Each party further agrees to protect and hold confidential technologies observed while on the other's premises. CLEAN HARBORS agrees to protect and hold confidential all non-public data on HHW received from Fargo, unless legal or regulatory requirements mandate disclosure. CLEAN HARBORS and Fargo agree to protect and hold confidential all non-public information concerning the other party's business, operations, technologies, formulas, procedures, processes, methods, trade secrets, ideas, improvements, plans, programs, plants, equipment or customers.

11.0 DEFAULTS

11.1 Except as provided in Section 11.2 herein, if, during the term of the Agreement, either party shall become delinquent in settling its account or shall be in default of any provisions of the Agreement, the other party may suspend its performance hereunder until such delinquency or default has been corrected and CLEAN HARBORS may return to Fargo, at Fargo's costs and at CLEAN HARBORS' election, HHW in CLEAN HARBORS' possession for which payment has not been received.

11.2 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, and cause or causes beyond the reasonable control of the party affected provided that a prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. Performance hereunder shall be suspended only for the amount of time reasonably necessary to remove such cause or causes, which result in the delay.

12.0 NOTICE

Any notice required to be given by the terms of this Agreement shall be delivered by hand or mailed to the following; or to such other address for either party as that party may, by notice, designate.

CLEAN HARBORS
Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061-9149
Attn: General Counsel (Urgent Contract Matter)

City of Fargo
Division of Solid Waste
2301 8th Avenue North
Fargo, ND 58102

IN WITNESS WHEREOF, CLEAN HARBORS and Fargo have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

ACCEPTED:

CLEAN HARBORS Environmental Services, Inc.

Matt Gaetti

TITLE DIST VP OPERATIONS

DATE 05/07/2021

ACCEPTED:

City of Fargo

TITLE_____

DATE_____

SCHEDULE "A" PRICING

Waste Stream	Per pound	Other	Disposal Method
Aerosols	$1.04**		Incineration
Corrosives (acids)	$0.85**		Incineration
Corrosives (alkali)	$0.85**		Incineration
Flammable Liquids (bulk)	$0.12*		Energy Recovery
Flammable Solids	$0.85**		Incineration
Oxidizers	$1.59**		Incineration
Pesticides and Poisons	$0.73**		Incineration
PCB Ballasts	$0.36***		Landfill
Reactive Lab Packs	$5.50****		Incineration
Transportation (dedicated load) Less than Truck Load:	$2,147.00 $544.00		
Taxes/Other Fees			

*$66.00 minimum per 55/DM
**$292.00 minimum per 55/DM
***$165.00 minimum per 55/DM
****$95.00 minimum per 5 gallon pail

CONFIDENTIAL

CITY OF Fargo

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

23

June 1, 2021

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

Dear Commissioners:

Attached are the North Dakota State University agreements for the academic year 2020-2021.

The requested motion is to approve the attached agreements.

Thank you,

Julie Bommelman
Fargo Transit Director

/Attachments

Amendment to
Joint Powers Agreement for Transit Support
Between
The City of Fargo, North Dakota
and
North Dakota State University

This Amendment to Agreement (attachment A) is effective the 1st day of July, 2020, and is by and between the City of Fargo ("CITY") and the North Dakota State Board of Higher Education on behalf of North Dakota State University ("NDSU").

WHEREAS, CITY and NDSU entered into a Joint Powers Agreement for Transit Support dated July 1, 2020; and,

WHEREAS, Article 11 of said Joint Powers Agreement stated that the CITY and NDSU shall be authorized to adjust the financial terms of said agreement and the term of said agreement as they mutually agree in writing, from time to time; and,

WHEREAS, the CITY and NDSU wish to make such adjustments for the school year 2020-2021.

NOW, THEREFORE, it is mutually understood and agreed as follows:

A. Article 3, entitled "Payment" shall be amended to read as follows:

ARTICLE 3 – PAYMENT

3.1 NDSU will donate to the CITY $792,099 over the term of this agreement. Payments of $73,033 will be made each month for 10 months, starting August, 2020. Said monthly payments shall be made, in arrears, by the end of each month.

B. Article 6, entitled "Term of Agreement" shall be amended to read as follows:

ARTICLE 7 – TERM OF AGREEMENT

This Agreement shall become effective July 1, 2020 and shall remain in full-force and effect for one year unless terminated earlier as provided in the joint powers agreement (attachment A).

C. Article 11, entitled "Notices" shall be amended to read as follows:

ARTICLE 11 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Mike Ellingson
Director of Facilities Management
North Dakota State University
Box 6050
Fargo, ND 58105

City of Fargo

Ms. Julie Bommelman
Transit Director
Metro Area Transit Garage
650 23rd St. N.
Fargo, ND 58102

D. In all other respects, the Joint Powers Agreement for Transit Support shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective July 1, 2020.

North Dakota State University

_____
Mr. Bruce Bollinger
Vice President for Finance and Administration

Date: _____

City of Fargo

_____
Dr. Timothy J. Mahoney, Mayor

Date: _____

_____
Attest: City Auditor Date

Agreement for Transit Services
Between
The City of Fargo, North Dakota
and
North Dakota State University

This Agreement, dated July 1, 2020, is by and between the City of Fargo ("CITY") and North Dakota State University ("NDSU").

WHEREAS, NDSU wishes to provide transit services for the benefit of students using the regular fixed route system serving the Fargo-Moorhead metropolitan area, and six circulator shuttle routes serving the NDSU campus and vicinity, and;

WHEREAS, The CITY, through its Transit Division, in partnership with the City of Moorhead, Minnesota, provides bus service within the Fargo-Moorhead metropolitan area, and;

WHEREAS, The CITY has the infrastructure, vehicles, staffing, funding, and operational capacity to provide these services to NDSU in accordance with the articles in this agreement.

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 – GENERAL PURPOSE

The purpose of this agreement is to provide public transportation opportunities for NDSU students while reducing traffic congestion in the City of Fargo. This Agreement will allow NDSU students, faculty and staff to ride any bus route within the Fargo-Moorhead Metropolitan Area Transit system free of charge in accordance with Article 3.1 below. Students, faculty and staff must swipe a current NDSU ID card when boarding any non-circulator route. In addition to use of the regular fixed route system, six circulator shuttle routes will be maintained to increase student, faculty and staff mobility in and around the NDSU campus.

ARTICLE 2 – SERVICE

2.1 Route: The CITY will maintain service on Route 13 which connects the NDSU campus to the Ground Transportation Center where connections are made to routes serving the Fargo-Moorhead area. The CITY will also maintain six circulator routes in and around the NDSU campus, to be funded in accordance with Article 2.2 below.

2.2 Service: The following six circulator shuttle routes will utilize a total of eight (8) vehicles and operate in and around the NDSU main and downtown campus. Each will operate on routes/schedules determined by the CITY. Circulator shuttle routes will operate on days which NDSU classes are in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays. Circulator shuttle routes are listed in article 3.2 below with the total operating hours assigned to each route per day. NDSU will have 65.01 operating hours each day NDSU classes are in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays.

ARTICLE 3 – PAYMENT

3.1 Bison Roam Free U-Pass Program: All enrolled NDSU students regardless of full or part-time status, class standing, or location of residence shall be authorized to ride any fixed route within the Fargo-Moorhead Metropolitan Area Transit system free of charge This service is referred to as the "Bison Roam Free U-Pass Program", or simply as "U-Pass." To be eligible for participation, students must swipe a current NDSU ID at the time of boarding. In exchange, NDSU would normally have paid the CITY an annual amount of $61,764.73. However, due to the COVID-19 pandemic, for the 2020-2021 academic year, NDSU will pay the CITY an amount of $15,441.18 ($62,764.73/12 = $5147.06) for April, May and June 2021. The amount of $5147.06 is the cost per month for the U-Pass Program, which is in effect starting April 1, 2021 and ending June 30, 2021 as fares were reinstated on the transit system for all transit riders on April 1, 2021.

The U-Pass cost is calculated by taking the total percent of NDSU student, faculty and staff ridership from all Fargo non-circulator routes at fifteen percent (15%) of the previous year's operating costs. The formula below shows the calculation for the previous year.

FTA expectation is 15% farebox recovery. 15% of Operating Expenses = 15% Farebox Recovery * % NDSU Non-Circulator Ridership = U-Pass Cost includes NDSU Students, Faculty and Staff.

U-Pass Cost	2019 Operating Expenses (Fixed)	15% Farebox Recovery	% NDSU Non-Circulator Ridership	Total
	$7,014,733	$1,052,210	5.87%	$61,764.73

3.2 Circulator Costs:

July 1, 2020 to May 31, 2021					
Route	Daily Revenue Hours	Academic Operating Days	Annual Operating Hours	Rate	Cost
Route 31	10.50	158	1659		
Route 32E	10.67	158	1686		
Route 32W	3.00	158	474		
Route 33	28.20	158	4479		
Route 34	8.91	158	1408		
TapRide	3.5	158	553		
Totals			**10258.94**	**$71.19**	**$792,098.67**

Vehicle advertising is included in the hourly operating costs for NDSU routes. For every 1,000 annual operating hours, NDSU receives one (1) vehicle for advertising on both the interior and exterior of the vehicle. NDSU is allowed a maximum of 10 vehicles at the current rate. The City will handle installation and removal of all wraps. The City will have sole discretion on which vehicles the wraps are placed.

3.3 Credits:

In the event any revenue hours are canceled by either NDSU or the City of Fargo, a credit of the total number of hours canceled at the current rate per hour will be credited in the following years cost spreadsheet. Hours credited for the 2018-2019 academic year for this agreement are listed below.

3.4 Payments & Schedule:

Description	Payment Due	Amount
U-Pass	July 1, 2021	$61,764.73

Circulator Service 2020-2021 Academic Year		$792,098.67
Credits from 2019-2020 Academic Year		
Total Circulator Service		$792,098.67
***10 Payments August 2020 to May 2021**		$79,209.87

ARTICLE 4 – ROUTE/SERVICE ADJUSTMENTS

The CITY will closely monitor NDSU student ridership statistics, patterns, and other information to create quarterly reports for NDSU. NDSU will consult with students on the usefulness of the transit service, and provide this information to the CITY. Based on this information, the parties may jointly make adjustments to the routes and transit schedule. Both parties acknowledge that any such adjustments must comply with all applicable federal, state and local rules and regulations regarding transit operations, and with basic safety requirements pertaining to the operation of public transit vehicles.

ARTICLE 5 – INSURANCE

The CITY shall maintain and provide casualty, liability, body injury, collision and comprehensive insurance on the buses and equipment it deems necessary, and NDSU shall have no responsibility to provide such coverage. The CITY is authorized to self-insure for such risks, subject to the liability limits of the State of North Dakota.

ARTICLE 6 – FORCE MAJEURE

Neither Party shall be held responsible for delays or lack of performance caused by events or acts beyond their control. Such events and acts include, but are not limited to, acts of God, inclement weather, strikes and labor disputes, lack of fuel, road closures, and changes in government regulation, war, insurrection or civil unrest.

ARTICLE 7 – TERM OF AGREEMENT

This Agreement shall become effective July 1, 2020 and shall remain in full-force and effect until June 30, 2021 unless terminated earlier as herein provided. The U-Pass portion of the agreement is in effect for the term of this agreement, and the shuttle service portions of the agreement that reference days that class is in session are in effect for the NDSU Fall 2020 and Spring 2021 semesters.

ARTICLE 8 – TERMINATION OF AGREEMENT

8.1 Changes in City Cost, Funding, or Service: The CITY may terminate or reduce the amount of service in this Agreement if there is, in the opinion of a majority of the City Commission, a significant increase in local costs; or insufficient local, state or federal funding available for the service. In such an event the CITY will provide NDSU a written notice ninety (90) days prior to any changes in the service.

8.2 NDSU Initiated Termination of U-Pass Program: NDSU may terminate the portion of this Agreement with the CITY that allows NDSU students to ride for no charge by providing written notice ninety (90) days prior to the termination of the Agreement. Any monies paid by NDSU to the CITY will be reimbursed on a prorated basis in which the numerator is the length of time from the beginning of the term to the termination date and the denominator is the length of time from the beginning of the term to May 10, 2021. NDSU understands that termination of the U-Pass program may result in the termination of the shuttle services due to required compliance with federal rules and regulations.

ARTICLE 9 – GENERAL PROVISIONS

9.1 Safety and Environmental Codes: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act as well as any pertinent federal, state and local safety or environmental codes.

9.2 Compliance with Applicable Rules and Regulations: This Agreement shall be subject to, governed by, and construed according to all applicable administrative codes and laws of the City of Fargo, State of North Dakota, and federal government.

9.3 Severability Clause: In the event that any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner the legality or the remaining provisions of the Agreement, and each provision of the Agreement will be, and is deemed to be separate and severable from each other provision.

9.4 By the 30th day of each semester start, NDSU will provide the City a complete list of all active NDSU student, faculty and staff ID card numbers ensuring only active students are riding under the U-Pass program.

ARTICLE 10 – AUTHORITY TO AMEND FINANCIAL TERMS OF AGREEMENT

The City and NDSU shall be authorized to adjust the financial terms of this agreement and the term of agreement as they mutually agree, from time to time.

ARTICLE 11 – DISPUTES

In the event of a dispute regarding the performance of, or adherence to the provisions of this Agreement by either party to the Agreement, the CITY and NDSU shall select a representative(s) who will attempt to resolve the dispute. If the representatives are unable to resolve the dispute, the issue will be presented to the City's Administrator. If the City Administrator cannot resolve the dispute, then it will be referred to the Fargo City Commission. If the Fargo City Commission's decision does not resolve the dispute, the parties have such remedies as provided by law.

ARTICLE 12 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Mike Ellingson
Director, Facilities Management
North Dakota State University
Box 6050
Fargo, ND 58105

City of Fargo

Ms. Julie Bommelman
Transit Director
Metro Area Transit Garage
650 23rd St. N.
Fargo, ND 58102

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective July 1, 2020.

North Dakota State University

_____
Mr. Bruce Bollinger
Vice President for Finance and Administration

Date:_____

City of Fargo

_____
Dr. Timothy J. Mahoney, Mayor

Date:_____

Attest:

_____
Steven Sprague, City Auditor

JT Powers Agreement

Joint Powers Agreement for Transit Support
Between
The City of Fargo, North Dakota
and
North Dakota State University

This Agreement, dated August 17, 2004, is by and between the City of Fargo ("CITY") and the North Dakota State Board of Higher Education on behalf of North Dakota State University ("NDSU").

WHEREAS, NDSU wishes to support transit services for the benefit of citizens of Fargo, including students, faculty, staff, and guests, including the regular fixed route system serving the Fargo-Moorhead metropolitan area, and two circulator shuttle routes serving the NDSU campus and vicinity, and;

WHEREAS, The CITY, through its Transit Division, in partnership with the City of Moorhead, Minnesota, provides bus service within the Fargo-Moorhead metropolitan area, and;

WHEREAS, The CITY has the infrastructure, vehicles, staffing, funding, and operational capacity to provide these services, and;

WHEREAS, these services and routes will especially benefit NDSU and its students and employees; and

WHEREAS, N.D.C.C. § 54-40.3-01(2) authorizes a city and state agency to enter into a joint powers agreement and the City of Fargo has the lawful power to provide transit services; and

WHEREAS, Whereas, N.D.C.C. chs. 40-05.1 and 54-40.3 authorize the exercise of joint powers to make gifts or donations in furtherance of the purpose of this agreement;

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 – GENERAL PURPOSE

The purpose of this agreement is to provide public transportation opportunities for NDSU students while reducing traffic congestion in the City of Fargo. NDSU will do this by providing a donation in support of transit within the City of Fargo.

ARTICLE 2 – USE OF FUNDS

The City of Fargo will use funds provided by NDSU in the provision of transit service within the City of Fargo.

ARTICLE 3 - PAYMENT

NDSU will donate to the CITY $110,000 over the term of this agreement. Donations of $11,000 will be made each month for 10 months staring in August 2004. Said monthly payments shall be made, in arrears, by the end of each month.

ARTICLE 4 – REPORTING OF TRANSIT RIDERSHIP

The CITY will closely monitor NDSU student ridership statistics, patterns, and other information to create periodic reports for NDSU.

ARTICLE 5 – INSURANCE

The CITY shall maintain and provide casualty, liability, body injury, collision and comprehensive insurance on the buses and equipment it deems necessary and NDSU shall have no responsibility to provide such coverage. CITY is authorized to self-insure for such risks, subject to the liability limits of the state of North Dakota.

ARTICLE 6 – TERM OF AGREEMENT

This Agreement shall become effective August 17, 2004, and shall remain in full-force and effect for one year unless terminated earlier as herein provided.

ARTICLE 7 – TERMINATION OF AGREEMENT

Either party may terminate this agreement prior to the end of the term hereof by providing the other party thirty (30) days' written notice.

ARTICLE 8 – GENERAL PROVISIONS

8.1 Compliance with Applicable Rules and Regulations: This Agreement shall be subject to, governed by, and construed according to all applicable administrative codes and laws of the City of Fargo, State of North Dakota, and federal government.

8.2 Severability Clause: In the event that any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner the legality of the remaining provisions of the Agreement, and each provision of the Agreement will be, and is deemed to be separate and severable from each other provision.

ARTICLE 9 – DISPUTES

In the event of a dispute regarding the adherence to the provisions of this Agreement by either party to the Agreement, the CITY and NDSU shall select a representative(s) who will attempt to resolve the dispute. If the representatives are unable to resolve the dispute, the issue will be presented to the City's Administrator. If the City Administrator cannot resolve the dispute, then it will be referred to the Fargo City Commission. If the Fargo City Commission's decision does not resolve the dispute, the parties have such remedies as provided by law.

ARTICLE 10 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Richard Rayl
Vice President of Business & Finance
North Dakota State University
Box 2257
Fargo, ND 58105

City of Fargo

Ms. Julie Bommelman
Transit Administrator
502 NP Avenue
Fargo, ND 58102

ARTICLE 11 – AUTHORITY TO AMEND TERMS OF AGREEMENT

The City and NDSU shall be authorized to adjust the financial terms of this agreement and the term of agreement as they mutually agree in writing, from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective August 17, 2004.

North Dakota State University

3-30-05
Richard Rayl, Vice President — Date

City of Fargo

5-2-05
Bruce Furness, Mayor — Date

5-2-05
Attest: Deputy City Auditor — Date

North Dakota State Board of Higher Education

5-17-05
President — Date

5/17/05
Attest: Executive Secretary — Date

Pursuant to N.D.C.C. ch. 50-40.3, this Agreement is approved this 14th day of March, 2005.

Julie Krenz
Assistant Attorney General
State of North Dakota

CITY OF Fargo

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

24

June 1, 2021

To: **Board of City Commissioners**
Fr: **Julie Bommelman, Transit Director**
Re: **Bid Results of 2020 Ground Transportation Center (GTC) Improvement Project & Recommended Actions**

Background
On January 25, 2021, the City Commission was provided extensive financial and budgetary information for approval to execute an amendment to our agreement with Kadrmas, Lee & Jackson (KLJ) Inc. to continue as the Architectural & Engineering firm on the Ground Transportation Center (GTC), Phase 2 project. Phase 2 is the exterior repairs required to upgrade the facility and change its condition status from poor to good. The amendment was approved.

Bid Result Review
KLJ Engineering advertised for bids for the GTC Phase 2 project, bids were received and opened on May 19, 2021. As outlined in the attached letter from KLJ, there was one single prime bid from Gast Construction, Inc. and two for multiple prime – electric. No bids were received for the multiple prime – general or multiple prime – mechanical.

Please note federal regulations require vendors to certify they are not debarred or suspended from working on government-funded projects, which Gast Construction did provide, however, federal funding recipients are now also required to verify vendors are registered with www.sam.gov (System for Award Management). Included in Attachment B are the search results for Gast Construction.

The base bid for the main portion of the work is $1,772,000, with four (4) alternates also included as options. The alternates are outlined on page 3 of the attached letter. We would like to include the alternates as options for the project which can be exercised based on funding availability.

City staff and KLJ reviewed the bids for the GTC, Phase 2 project. Following extensive review and verification of technical qualifications, it was determined the bid for this work package is responsive and should proceed to award.

June 1, 2021 City Commission Recommended Actions

1. Award the Ground Transportation Center Phase 2 project to the responsible bidder: Gast Construction.
2. Include the four (4) alternates as options to be exercised based on available funding.
3. Issue the Notice to Proceed.

Thank you,

Julie Bommelman
Fargo Transit Director

/Attachment

May 26, 2021

Julie Bommelman
Transit Director
City of Fargo
650 23rd Street North
Fargo, ND 58102

Re: Recommendation of Award for GTC Exterior Renovations (F21001)

Bids on the referenced project were opened on May 19, 2021. A total of 3 bids were received. One for a single prime bid (Division 1) and two for multiple prime (Division 2) – electrical. No bids were received for the multiple prime – general or multiple prime – mechanical. In addition, no bids were rejected. Since bids were not received for the general and mechanical contracts for multiple prime bids (Division 2), the only bid that can be considered at this time is the single prime bid (Division 1) submitted by Gast Construction. Per the North Dakota Century Code, "if a general, mechanical, or electrical contract is estimated to be less than twenty-five percent of the threshold [$200,000], the contract may be included in one of the other prime contracts. A governing body may allow submission of a single prime bid for the complete project or bids for other specialized portions of the project. A governing body may not accept the single prime bid unless that bid is lower than the combined total of the lowest responsible multiple bids for the project."

The bids were reviewed for accuracy and no discrepancies were noted. Bidders were provided 48-hours after the bid opening to submit the Disadvantage Business Enterprise (DBE), Good Faith Efforts (GFE), and DUNS/SAM documentation, all of which was received from Gast Construction within the allotted timeframe. Gast Construction also provided the proper bid requirements for Buy American documentation, Debarment or Suspension Certificate, Certificate of Restriction of Lobbying and Non-Collusion Affidavit form. KLJ reviewed these documents and believes Gast Construction to be responsive to requirements set forth in the Project Manual.

The apparent low bidder submitting a bid are listed below for the single prime contract.

Division 1 – Single Prime Bidder	Contract	Base Bid
Gast Construction Company, Inc.	Single Prime	$1,772,000.00
	Total Base Bid	**$1,772,000.00**
	Engineer's Opinion of Cost	**$1,785,217.00**

As bid, the total base bid construction costs are $13,217, or 1%, less than the engineer's opinion of cost.

KLJ has reviewed the information supplied by the bidders and recommends the Owner determine the low bidder, Gast Construction, is responsible if the Owner determines that the bidder's GFE efforts were reasonable. The DBE goal for this project is 1.25 percent. None of the bids submitted committed to DBE participation, but Gast did provide the GFE documentation required. Also refer to 49 CFR 26.53(a) which states an owner may award the contract to a bidder/offer whom does not meet the DBE requirements, but has "made good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so." In addition, "you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal". Additional information can be found in Appendix A of 49 CFR. In this appendix it is noted "mere pro forma efforts are not good faith efforts to meet the DBE contract requirements". Additionally, "when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal."

KLJ also completed a check on the GSA SAMs website for the contractors who submitted bids on the project and found none of them to fall within the exclusion list. In addition, KLJ contacted the apparent low bidder to notify them that they (and any subcontractor they are utilizing with a contract amount of $25,000 or above) must be registered and in "Active" standing with GSA SAMs prior to issuing a contract as per instruction from Becky Hanson with NDDOT. The documentation that was obtained from our SAMs search at the time this letter was drafted is attached. Gast Construction Co., Inc. and their subcontractors with contracts of $25,000 or more are all registered and in active standing.

The North Dakota Century Code requirements for bidding public projects was followed for the project. The project was advertised for a minimum of 21-days prior to bid opening in the Fargo Forum. In addition, the project documents were posted to QuestCDN, a nationally recognized bid management website, as well as the builders exchanges in Mandan, ND, Bismarck, ND, Fargo, ND, Grand Forks, ND, Minneapolis, MN, Aberdeen, SD, Sioux Falls, SD. The on-line builder's exchanges of Dodge Data & Analytics and ConstructConnect also downloaded plans to their sites from the QuestCDN website.

Understanding there may be concerns over the low bidder response for this project, KLJ did reach out to the known plan holders that did not submit bids to try to identify why they elected not to submit a bid on the project. In total there, were two known general contractors, Comstock Construction and Roers, who did not submit bids for the project after having pulled plans. Comstock Construction informed KLJ they had every intent to bid the project, but ran into a time constraint with another project that bid the same day that caused them to run out of time to prepare their bid for the GTC. Roers did not respond to KLJ's request for additional information prior to the completion of this letter. KLJ had also reached out two potential mechanical contractors, Valley Service Mechanical and Sheyenne Mechanical, on May 13th, 2021 in advance of the bid opening to address their interest in submitting bids for the Division 2 – Mechanical contract portion of the project. In follow-up discussions, it appears the relatively small size of the mechanical scope associated with the project prevented them from bidding as a prime contractor. However, Valley Service Mechanical did submit a subcontractor bid with Gast Construction for the Division 1 contract.

It is our recommendation to move forward with the award of the contract to the apparent low bidder, Gast Construction, if the owner determines they are responsible. If the owner elects to not move forward with an award at this time, construction costs will continue to climb increasing the overall cost of the project. On this project alone, the unit prices associated with the concrete deck repairs have increased by 30% in comparison to the same prices received in 2020 for the initial phase of this project, F18006. Material price increases and material availability will continue to be a concern for owners, contractors, and designers well into the foreseeable future.

There were four alternates bid with the GTC Exterior Renovations (F21001) project. The bid provided by the apparent low bidder, Gast Construction, is as follows:

Alternate No.	Bid Price	Engineer's Opinion of Cost
Alt. No. 1 – Additional Deck Repairs	$282,051.00	$259,888.00
Alt. No. 2 – Additional Deck Repairs	$256,051.00	$239,788.00
Alt. No. 3 – Additional Deck Repairs	$248,825.00	$236,469.00
Alt. No. 4 – Substitute EPS Roof Insulation	($24,000.00)	($20,000.00)

It is our understanding the total budget for this project, F21001, is $2,264,024.00. This includes engineering and construction costs. The current engineering fees associated with the project are $231,304.91, which leaves $2,032,719.00 for construction. With the base bid and all four of the alternates, the estimated construction cost equates to $2,534,427.00 (includes 25% contingency for unforeseen conditions that may be discovered during deck repair work). Although the deck repairs included in all three of the alternates are a high priority, it appears there is only room for selection of one of them. Since alternate #1 includes the remaining portions of deck in which buses drive on daily, it is KLJ's recommendation this area be included with the current project. It is also recommended the deduction included with alternate #4 be selected. With the inclusion of alternate #1 and alternate #4, the total construction costs are $2,029,551.00, which includes $130,863.00 in contingency.

Based upon tabulation of the apparent low bid, the following is a revised estimate of total project cost:

Construction Cost, including alternates	$2,029,551.00
A /E Fees	$231,304.91
Total Estimated Project Cost	**$2,260,855.91**
Engineer's Opinion of Cost	**$2,256,409.91**
Owner Budget	**$2,264,024.00**

If you elect to move forward with awarding the contract to Gast Construction, you will find the *Notice of Award* attached for your approval. Please date (top of the document), sign and return to our office. We will send to the successful bidder for their signature and then return a copy to you for your records.

If you have any questions, please contact our office.

Sincerely,

KLJ Engineering, LLC

Cassie McNames

Cassie McNames, PE
Project Manager

Project No.: 1804-00689

Copy To: Jordan Smith, Becky Hanson, Brock Morrison
Enclosure(s): (1) Bid tabulation, (1) Good Faith Efforts, (1) DBE Documentation (1) SAMs documentation, (1) Notice to Award

Bid Opening May 19, 2021 @ 11:30am
GTC Exterior Renovations (F21001)
City of Fargo

Bidder Name	Acknowledge Addenda			Contractor License	Bid Bond	DBE Form A	DBE Form B	Certificate of Good Faith Efforts	Buy American Certification	Buy American Waiver Request	Debarment or Suspension Certificate	Certificate of Restriction of Lobbying	Non-Collusion Affidavit Form	DUNS Number & Active Registration on SAM.gov	Bid Item	Division 1: Single Prime	Division 2: Multiple Primes		
	#1	#2	#3														General	Mechanical	Electrical
Gast Construction	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Base Bid	$ 1,772,000.00	$ n/a	$ n/a	$ n/a
															Alt No. 1	$ 282,051.00	$ n/a	$ n/a	$ n/a
															Alt No. 2	$ 256,051.00	$ n/a	$ n/a	$ n/a
															Alt No. 3	$ 248,825.00	$ n/a	$ n/a	$ n/a
															Alt No. 4	$ (24,500.00)	$ n/a	$ n/a	$ n/a
															Total	$ 2,534,427.00	$ n/a	$ n/a	$ n/a
Superior Electric*	X	X	X	X	X				X	X	X	X	X	X	Base Bid	$ n/a	$ n/a	$ n/a	$ 132,238.00
															Alt No. 1	$ n/a	$ n/a	$ n/a	$ n/a
															Alt No. 2	$ n/a	$ n/a	$ n/a	$ n/a
															Alt No. 3	$ n/a	$ n/a	$ n/a	$ n/a
															Alt No. 4	$ n/a	$ n/a	$ n/a	$ n/a
															Total	$ n/a	$ n/a	$ n/a	$ 132,238.00
Rick Electric	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Base Bid	$ n/a	$ n/a	$ n/a	$ 162,000.00
															Alt No. 1	$ n/a	$ n/a	$ n/a	$ n/a
															Alt No. 2	$ n/a	$ n/a	$ n/a	$ n/a
															Alt No. 3	$ n/a	$ n/a	$ n/a	$ n/a
															Alt No. 4	$ n/a	$ n/a	$ n/a	$ n/a
															Total	$ n/a	$ n/a	$ n/a	$ 162,000.00
															Base Bid	$ 1,785,217.00	$ 1,542,429.00	$ 8,642.00	$ 234,146.00
															Alt No. 1	$ 259,888.00	$ 259,888.00	$	$
															Alt No. 2	$ 239,788.00	$ 239,788.00	$	$
															Alt No. 3	$ 236,469.00	$ 236,469.00	$	$
														Engineer's Opinion of Cost	Alt No. 4	$ (20,000.00)	$ (20,000.00)	$	$
														Total Engineer's Opinion of Cost		$ 2,501,362.00	$ 2,258,574.00	$ 8,642.00	$ 234,146.00

*Superior Electric did not submit DBE Forms A, B, and C or Certificate of Good Faith Efforts in the timeframe allotted in the bid documents.

Tabulation of Bids Prepared by: Cassie Murano Date: 5/26/2021
KLJ Engineering, LLC

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Fargo	Owner's Project No.:	F21001
Engineer:	KLJ Engineering, LLC	Engineer's Project No.:	1804-00689
Project:	GTC Exterior Renovations		
Contract Name:	Single Prime Stipulated Sum		
Bidder:	Gast Construction Company, Inc.		
Bidder's Address:	3410 39th Street SW, Fargo, ND 58104		

You are notified that Owner has accepted your Bid dated **May 19, 2021** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Base Bid and Alternates #1 and #4

The Contract Price of the awarded Contract is $2,029,551.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Deliver certificate of insurance prior to issuance of notice to proceed.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Fargo**

By *(signature)*: _____

Name *(printed)*: Timothy J. Mahoney

Title: Mayor

Copy: Engineer

DBE Form A
Disadvantaged Business Enterprise Participation

Contractor Gast Construction Co., Inc.		Phone 701-235-3454
Job No.	Project No. City of Fargo #F21001/ KLJ Project #1804-00689	Bid Opening Date 5/19/2021

List all DBE firms who quoted your firm on this project in Section 1, Section 2 and/or Section 3.

SECTION 1
List DBE firms to be used on the project.

1. List DBE firms to be used by the bidder toward the projects goal achievement.
2. List the DBEs to be used by subcontractor's toward the project goal.
   - Include the subcontractor's Form A listing the DBEs to be used by the subcontractor.
3. List the spec and code item numbers to be performed by DBEs and the total dollar value of the contract.
   - Note whether the DBE firm is to perform only a portion of a spec and code item (supply, haul, place, etc.) and state the reason(s) the DBE is not being used for the entire item.
   - State the name of the contractor who will perform the remaining portion.
4. DBE bidders: List the work to be performed with "own forces and equipment."
   - Separately list any work to be subcontracted to DBEs and any materials to be purchased from DBEs.

DBE Firm			
List specific spec and code item numbers or products to be supplied			Total contract dollar value
Percent DBE will do with own equipment/forces Percent non-DBE trucker will perform	= =	% %	If regular dealer, x 60% =

DBE Firm			
List specific spec and code item numbers or products to be supplied			Total contract dollar value
Percent DBE will do with own equipment/forces Percent non-DBE trucker will perform	= =	% %	If regular dealer, x 60% =

DBE Firm			
List specific spec and code item numbers or products to be supplied			Total contract dollar value
Percent DBE will do with own equipment/forces Percent non-DBE trucker will perform	= =	% %	If regular dealer, x 60% =

DBE Firm			
List specific spec and code item numbers or products to be supplied			Total contract dollar value
Percent DBE will do with own equipment/forces Percent non-DBE trucker will perform	= =	% %	If regular dealer, x 60% =

DBE Firm			
List specific spec and code item numbers or products to be supplied			Total contract dollar value
Percent DBE will do with own equipment/forces Percent non-DBE trucker will perform	= =	% %	If regular dealer, x 60% =

SECTION 2

List DBE firms not used because the bidder will self-perform or procure specific spec/code item numbers.

DBE firms not used - bidder self-performing	Spec and code item numbers or products to be supplied by the bidder
1.	
2.	
3.	
4.	

SECTION 3

List DBE firms not used due to bid differential and indicate which firm will be performing the work instead.

DBE firms not used – bid differential	Firms to be used instead of DBE
1.	
2.	
3.	
4.	
5.	

Certificate of Good Faith Efforts
Bidders List

Project Name GTC Exterior Renovations (F21001)

Prime Contractor Gast Construction Low Bid _____ Goal _____

Total DBE Commitment $_____ (_____%)

List your solicitations of all subcontractors, suppliers and service providers.

Subcontractor/Supplier/Service Provider	DBE?		Phone	Date and Method of Contact			Description of Work	$ Amount of Quote
	Yes	No		Date	Letter	Phone		
1. All Phase Contracting Inc.	X		651-462-7232	5/14/21		x	Excavation/Concrete	
2. Courtland LLC	X		763-567-2172	5/14/21		X	Concrete	
3. KLE Construction	X		701-609-7900	5/14/21		X	Excavation	
4. Naastad Brothers, Inc.	X		701-543-3821	5/14/21		X	Excavating	
5. AJ Construction Inc.	X		701-277-1687	5/14/21		X	Concrete	
6. Mavo Concrete Sawing Services, Inc.	X		651-289-8468	5/14/21		X	Concrete	
7. Muscha Pavement Marking, Inc.	X		701-372-3690	5/14/21		X	Marking/Striping	
8. Professional Concrete Services	X		701-228-2454	5/14/21		X	Concrete	
9.								
10.								

Make additional copies of this form as necessary

DBE Form B
List of Businesses That Submitted Quotes

All bidders shall submit one of the following:

- Copies of quotes received from all tiers of subcontracting on the project. Prime contractors must supply subcontractor's Form A received with large subcontractor quotes.

- Form B. List all businesses that submitted quotes from all tiers of subcontracting. At the same time, bidders must supply subcontractors Form A received with large subcontractor quotes and indicate which large subcontractor will be used on the job. When submitting Form B, copies of all quotes must be retained for 60 days after the bid opening date and be provided upon request of the Engineer.

Check If DBE

	Name of Business	Contact Person	Telephone Number
☐	Berwald Roofing	Marshall Johnson	651-777-7411
	Mailing Address: 2440 North Charles Street, North Saint Paul, MN 5519		Spec & Code Quoted: 074200, 074250
☐	Herzog Roofing	Steve Schutz	217-847-1121
	Mailing Address: PO Box 245, Detroit Lakes, MN 56502		Spec & Code Quoted: 075300, 075315, 076000
☐	Miller and Sons Drywall	Travis Miller	701-282-4365
	Mailing Address: 2007 East Main Ave., West Fargo, ND 58078		Spec & Code Quoted: 054000
☐	Dakota Fence	Doug Baker	701-237-6181
	Mailing Address: 1110 25th Ave. North, Fargo, ND 58107-1408		Spec & Code Quoted: 323119
☐	Superior Electric	Marc Erbes	701-850-9064
	Mailing Address: 1533 10th Street North, Fargo, ND 58102		Spec & Code Quoted: Division 26
☐	Industrial Builders	Aaron Anderson	701-282-4977
	Mailing Address: PO Box 406, Fargo, North Dakota 58107-0406		Spec & Code Quoted: Deck Removal / Overlay
☐	Window Film Depot	Kristina Mosby	Telephone Number
	Mailing Address: PO Box 744908		Spec & Code Quoted: 088713
☐	Vector Construction Inc.	Travis Marman	701-261-5579
	Mailing Address: 2504 Main Avenue West, West Fargo, ND 58078		Spec & Code Quoted: TBD

Use additional pages, following the same format, if necessary.

DBE Form B
List of Businesses That Submitted Quotes

All bidders shall submit one of the following:

- Copies of quotes received from all tiers of subcontracting on the project. Prime contractors must supply subcontractor's Form A received with large subcontractor quotes.

- Form B. List all businesses that submitted quotes from all tiers of subcontracting. At the same time, bidders must supply subcontractors Form A received with large subcontractor quotes and indicate which large subcontractor will be used on the job. When submitting Form B, copies of all quotes must be retained for 60 days after the bid opening date and be provided upon request of the Engineer.

Check If DBE	Name of Business	Contact Person	Telephone Number
☐	Tony Eckert and Sons	Scott Eckert	701-282-9225
	Mailing Address		Spec & Code Quoted
	PO Box 948, Fargo, ND 58107		099000
☐	Name of Business	Contact Person	Telephone Number
	Pro Landscapers LLC	Josh Hager	701-277-7001
	Mailing Address		Spec & Code Quoted
	2901 40th Ave North, Fargo, ND 58102		Landscaping
☐	Name of Business	Contact Person	Telephone Number
	Ellenson Caulking LLC	Jeff Ellenson	701-280-3044
	Mailing Address		Spec & Code Quoted
	PO Box 9021, Fargo, ND 58106		079000
☐	Name of Business	Contact Person	Telephone Number
	Braun Intertec	Ezra Ballinger	701-232-8701
	Mailing Address		Spec & Code Quoted
	526 10th St NE #300, West Fargo, ND 58078		Ground Pen. Radar
☐	Name of Business	Contact Person	Telephone Number
	Huesman Schreiber Masonry	Joe Schreiber	701-212-0648
	Mailing Address		Spec & Code Quoted
	1100 Southcreek Ave, Glyndon MN, 56547		042120
☐	Name of Business	Contact Person	Telephone Number
	Northstar Safety	Nick England	701-282-2110
	Mailing Address		Spec & Code Quoted
	794 Main Ave. West, West Fargo, ND 58078		Striping
☐	Name of Business	Contact Person	Telephone Number
	Morris Painting	Brian	701-232-8225
	Mailing Address		Spec & Code Quoted
	2503 1st Ave North, Fargo, ND 58102		099000
☐	Name of Business	Contact Person	Telephone Number
	Valley Service Mechanical	Dave Zens	701-293-5701
	Mailing Address		Spec & Code Quoted
	824 Page Dr., Fargo, North Dakota 58103		Mechanical

Use additional pages, following the same format, if necessary.

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.

2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.

3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.

4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor Gast Construction Co., Inc.		Project Number F21001			PCN	
Intended DBE/Non-DBE Berwald Roofing Company, Inc.		Bid Opening Date 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
07 4200	Metal Panels					$244,530.00
07 5315	Facade Panels					
					Total	$244,530.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title Project Manager	Date 5/20/2021
Intended DBE/Non-DBE Signature Marshall	Title PROJECT MANAGER	Date 5/21/21

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.
2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is not a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor: Gast Construction Co., Inc.		Project Number: F21001			PCN:	
Intended DBE/Non-DBE: Herzog Roofing		Bid Opening Date: 05/19/2021			Job Number:	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
07 5300	Adhered EPDM Roofing					$224,000.00
07 5315	EPDM Roof Repair					
07 6000	Flashing and Sheet Metal					
					Total	$224,000.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title: Project Manager	Date: 5/20/2021
Intended DBE/Non-DBE Signature	Title: Project Manager	Date: 5/21/2021

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.menames@kljeng.com Fax: 855-288-8055

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2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.

3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.

4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor: Gast Construction Co., Inc.		Project Number: F21001			PCN	
Intended DBE/Non-DBE: Miller & Sons Drywall Inc.		Bid Opening Date: 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx Quantity	Unit Costs	Amount
05 4000	Cold Formed Metal Framing					$24,000.00
					Total	$24,000.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title: Project Manager	Date: 5/20/2021
Intended DBE/Non-DBE Signature	Title: Pres	Date: 5-25-21

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.

2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.

3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.

4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor Gast Construction Co., Inc.		Project Number F21001			PCN	
Intended DBE/Non-DBE Dakota Fence		Bid Opening Date 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
32 3119	Decorative Metal Fence					$77,659.00
					Total	$77,659.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title Project Manager	Date 5/20/2021
Intended DBE/Non-DBE Signature	Title V.P	Date 5/21/2021

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.menames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.
2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is not a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor: Gast Construction Co., Inc.		Project Number: F21001			PCN:	
Intended DBE/Non-DBE: Superior Electric		Bid Opening Date: 05/19/2021			Job Number:	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
Div. 26	Electrical					$129,000.00
Div. 27	Communications					
					Total	$129,000.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title: Project Manager	Date: 5/20/2021
Intended DBE/Non-DBE Signature	Title: President	Date: 5/21/2021

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnamee@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.
2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is not a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor: Gast Construction Co., Inc.		Project Number: F21001			PCN	
Intended DBE/Non-DBE: Industrial Builders, Inc.		Bid Opening Date: 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
Civil	Class 1H Removal (Base Bid=818 SY, Alt. #1=608 SY)		SY	1426	$135.00	$192,510.00
Civil	F&I 1-1/2" Overlay (Base Bid=51 CY, Alt. #1=39 CY)		CY	90	$3,000.00	$270,000.00
Civil	F&I Penetrating Water Repellent Treatment (Base Bid=818 SY, Alt. #1=608 SY)		SY	1426	$6.00	$8,556.00
Civil	F&I Epoxy Crack Repair (Base Bid=300 LF, Alt. #1=300 LF)		LF	600	$8.00	$4,800.00
					Total	$475,866.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title: Project Manager	Date: 5/20/2021
Intended DBE/Non-DBE Signature	Title: Vice President Engineering	Date: 5/21/2021

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: [illegible] Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.

2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers of subcontractors for DBE achievement credit to be given.

3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.

4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor: Gast Construction Co., Inc.		Project Number: F21001			PCN	
Intended DBE/Non-DBE: Window Film Depot		Bid Opening Date: 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
08 8713	Window Film					$5,800.00
					Total	$5,800.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain.

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title: Project Manager	Date: 5/20/2021
Intended DBE/Non-DBE Signature: KMOSBY	Title: Dir. of Nat. Account	Date: 5/25/2021

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.

2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.

3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.

4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor Gast Construction Co., Inc.		Project Number F21001			PCN	
Intended DBE/Non-DBE Vector Construction Inc		Bid Opening Date 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
Civil	Potential P/T Tendon Work					$0.00
					Total	$0.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title Project Manager	Date 5/20/2021
Intended DBE/Non-DBE Signature	Title Project Manager	Date May 25, 2021

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.
2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor Gast Construction Co., Inc.		Project Number F21001			PCN	
Intended DBE/Non-DBE Tony Eckert & Sons		Bid Opening Date 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
09 9000	Painting					$7,995.00
					Total	$7,995.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title Project Manager	Date 5/20/2021
Intended DBE/Non-DBE Signature	Title Office Manager	Date 5/24/21

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.menames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.

2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.

3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.

4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is not a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor: Gast Construction Co., Inc.		Project Number: F21001			PCN	
Intended DBE/Non-DBE: Pro Landscapers LLC		Bid Opening Date: 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
	Installation of Landscape Bed					$3,584.00
					Total	$3,584.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title: Project Manager	Date: 5/20/2021
Intended DBE/Non-DBE Signature	Title: Co-Owner	Date: 5/20/21

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.
2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor: Gast Construction Co., Inc.		Project Number: F21001			PCN	
Intended DBE/Non-DBE: Ellenson Caulking LLC		Bid Opening Date: 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
07 9000	Sealants and Caulking					$4,575.00
					Total	$4,575.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title: Project Manager	Date: 5/20/2021
Intended DBE/Non-DBE Signature	Title: Controller	Date: 5/24/21

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.menames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.

2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.

3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.

4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is not a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor: Gast Construction Co., Inc.		Project Number: F21001			PCN	
Intended DBE/Non-DBE: Braun Intertec		Bid Opening Date: 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
02 4119	Ground Pentrating Radar Services					$3,000.00
					Total	$3,000.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title: Project Manager	Date: 5/20/2021
Intended DBE/Non-DBE Signature	Title: Business Unit Leader	Date: 5/21/2021

DBE Form C
Notification of Intent to Use

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Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.
2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is not a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor Gast Construction Co., Inc.		Project Number F21001			PCN	
Intended DBE/Non-DBE Huesman Schreiber Masonry		Bid Opening Date 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
04 2120	Thin Block Veneer					$8,000.00
					Total	$8,000.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title Project Manager	Date 5/20/2021
Intended DBE/Non-DBE Signature	Title Secretary - Treasurer	Date 5/24/2021

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.
2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor Gast Construction Co., Inc.		Project Number F21001			PCN	
Intended DBE/Non-DBE Northstar Safety		Bid Opening Date 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
Civil	Pavement Markings and Strip					$15,000.00
					Total	$15,000.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title Project Manager	Date 5/20/2021
Intended DBE/Non-DBE Signature	Title VP	Date 5/25/21

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.

2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.

3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.

4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor Gast Construction Co., Inc.		Project Number F21001			PCN	
Intended DBE/Non-DBE Morris Painting & Blasting		Bid Opening Date 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
09 9000	Blast Cleaning					$5,200.00
					Total	$5,200.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title Project Manager	Date 5/20/2021
Intended DBE/Non-DBE Signature Brayden Morris	Title Project Manager	Date 5/26/2021

DBE Form C
Notification of Intent to Use

Submit to KLJ seven (7) calendar days after bid opening.
Email: cassie.mcnames@kljeng.com Fax: 855-288-8055

1. The apparent low bidder shall submit an individual Form C for each DBE (or approved non-DBE) to be used on the project.
2. The contractor and DBE shall both sign the form. An email pdf file, fax or photocopied signatures are acceptable. Form C applies to all tiers or subcontractors for DBE achievement credit to be given.
3. If Form C contains additional pages or attachments, both parties must sign each page or attachment.
4. Explain any difference, in writing, when submitting if the information on Form A and Form C differ in any way (i.e. spec/code item numbers, quantities or dollar amounts).

This form is <u>not</u> a contract and does not take the place of any contract. This form indicates that all DBEs listed on Form A will be used on the project.

Prime Contractor or Subcontractor Gast Construction Co., Inc.		Project Number F21001			PCN	
Intended DBE/Non-DBE Valley Service Mechanical		Bid Opening Date 05/19/2021			Job Number	
Spec & Code #	Spec/Code Work Description	(DBE) % of work to be done with own forces	Units	Approx. Quantity	Unit Costs	Amount
23 0500	HVAC General Provisions					$8,500.00
23 2113.02	Hydronic Piping System					
23 8200	Convection Heating and Cooling Units					
					Total	$8,500.00

Are there any agreements not addressed in your quote? ☐ Yes ☒ No If yes, explain:

Comments: Use this space to explain any differences between the amounts, units, work descriptions, spec/code items, quantities and totals between those indicated on Form A as submitted with the bid proposal and this Form C.

Prime Contractor/Subcontractor Signature	Title Project Manager	Date 5/20/2021
Intended DBE/Non-DBE Signature	Title Vice President	Date 5/20/21

SAM.GOV®

James Gast

⚠ ALERT: SAM.gov will be completely unavailable due to scheduled maintenance from Friday, May 21 at 4:00 PM EST through Monday, May 24 at 9:00 AM EST as it is upgraded to the modernized environment. Learn more.

⚠ ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit SBA to stay informed.

⚠ ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on Interact.

⚠ ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit SBA.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Reports
  - Service Contract Report
  - BioPreferred Report
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

BACK TO USER DASHBOARD

DUNS:
Expiration
Purpose: All Awards

Entity Registration

Page Description

This page contains a view of the entire Entity Registration record. To print or save a copy of this registration, select Print. To view a specific section of the registration, select one of the sub-navigation links (for example, Core Data or POCs) under Entity Registration. To access a previous version of this registration, pick from the record drop-down list then select View Selected Record. The page will reload to display the record.

PRINT

Current Record | VIEW SELECTED RECORD

DUNS Number:	031874910
D&B Legal Business Name:	Gast Construction Company, Inc.
Doing Business As:	(none)

Core Data

Business & TIN Information:

Business Information:

Business Start Date:	01/01/1942
Fiscal Year End Close Date:	12/31
Company Division Name:	
Company Division Number:	
Corporate URL:	
Congressional District:	ND 00
Initial Registration Date:	12/09/2004
Submission Date:	05/06/2021
Activation Date:	05/10/2021
Expiration Date:	05/06/2022
MPIN:	*****ompi

Physical Address:

Address Line 1:	1722 17th Ave N
City:	Wahpeton
State/Province:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58075 - 3109

Mailing Address:

Address Line 1:	PO BOX 833
Address Line 2:	
City:	WAHPETON
State/Province:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58074 - 0833

Sensitive Identifiers:

EIN:	*****0527

IRS consent:

Tax Payer Name:	GAST CONSTRUCTION CO INC
Address Line 1:	HWY 210 BYPASS
Address Line 2:	
City:	WAHPETON
State:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58075
Type of Tax:	Applicable Federal Tax
Tax Year: (Most Recent Tax Year)	2016
Name of Individual Executing Consent:	JIM GAST
Title of the Individual Executing Consent:	president
Signature:	JIM GAST
TIN Consent Date:	05/06/2021

CAGE/NCAGE Code

CAGE:	34DM7

General Information

Country of Incorporation:	UNITED STATES
State of Incorporation:	ND
Company Security Level:	
Highest Employee Security Level:	

Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA Supplemental Pages during registration.

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Purpose of Registration

All Awards

Financial Information

Do you accept credit cards as a method of payment? No

Account Details: BELL BANK - Checking

CAGE Code: 34DM7

Electronic Funds Transfer:

Account Type:	Checking
Financial Institute:	BELL BANK
ABA Routing Number:	*****0521
Account Number:	******1389
Lockbox Number:	

Automated Clearing House (ACH):

ACH U.S. Phone:	(701)642-2611
ACH Non-U.S. Phone:	
ACH Fax:	
ACH Email:	

Remittance Address:

Remittance Name:	GAST CONSTRUCTION CO. INC..
Address Line 1:	PO BOX 833
Address Line 2:	
City:	WAHPETON
State:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58074 - 0833

Executive Compensation Questions

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 780(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Yes

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: **No**

Assertions

Goods & Services:

NAICS Codes Selected

236118		Residential Remodelers
236220	Yes	Commercial and Institutional Building Construction
238110		Poured Concrete Foundation and Structure Contractors
238120		Structural Steel and Precast Concrete Contractors
238130		Framing Contractors
238190		Other Foundation, Structure, and Building Exterior Contractors
238350		Finish Carpentry Contractors
812990		All Other Personal Services

Product & Service Codes Selected

PSC	Description

Size Metrics

Worldwide:

Annual Receipts (in accordance with 13 CFR 121): $ 17000000

Number of Employees (in accordance with 13 CFR 121): 30

Location (Optional):

Annual Receipts (in accordance with 13 CFR 121): $

Number of Employees (in accordance with 13 CFR 121):

EDI Information

Do you wish to enter EDI Information for your non-government entity? No -

Disaster Response Information

Do you wish to be included in the Disaster Response Registry? Yes

Does your company require bonding to bid on Contracts? No

Geographic Area Served:

State 1: ND

State 2: MN

State 3:

Representations and Certifications

Representations and Certifications:

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, James Gast, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent Gast Construction Company, Inc. in any of these representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read. They do not require completion of any data. Select the provision number to expand and review the full text. When certifying to the information on this page, you are also certifying that you have read each one of these provisions.

FAR 52.203-11: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

FAR 52.203-18: Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

FAR 52.209-10: Prohibition on Contracting with Inverted Domestic Corporations.

FAR 52.212-5: Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

FAR 52.222-38: Compliance with Veterans' Employment Reporting Requirements

FAR 52.222-50: Combating Trafficking in Persons

FAR 52.222-56: Certification Regarding Trafficking in Persons Compliance Plan.

FAR 52.223-1: Biobased Product Certification

FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification

FAR 52.225-25: Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

FAR 52.227-6: Royalty Information

DFARS 252.209-7003Reserve Officer Training Corps and Military Recruiting on Campus-Representation.

DFARS 252.225-7003: Report of Intended Performance Outside the United States and Canada-Submission with Offer

DFARS 252.225-7031: Secondary Arab Boycott of Israel

DFARS 252.225-7042: Authorization to Perform

DFARS 252.225-7050: Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism.

DFARS 252.229-7012: Tax Exemptions (Italy)-Representation.

DFARS 252.229-7013: Tax Exemptions (Spain)-Representation.

DFARS 252.239-7011: Special Construction and Equipment Charges

DFARS 252.247-7023: Transportation of Supplies by Sea (Alternate I, II)

The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

FAR 52.203-2: Certificate of Independent Price Determination.

FAR 52.204-3: Taxpayer Identification

FAR 52.204-5: Women-Owned Business (Other Than Small Business)

FAR 52.204-17: Ownership or Control of Offeror

FAR 52.204-20: Predecessor of Offeror

FAR 52.204-26: Covered Telecommunications Equipment or Services - Representation

FAR 52.209-2: Prohibition on Contracting with Inverted Domestic Corporations-Representation

FAR 52.209-5: Certification Regarding Responsibility Matters

FAR 52.209-11: Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

FAR 52.212-3: Offeror Representations and Certifications -Commercial Items. (Nov 2020)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

FAR 52.214-14: Place of Performance-Sealed Bidding

FAR 52.215-6: Place of Performance

FAR 52.219-1: Small Business Program Representations (Alternate I)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

FAR 52.219-2: Equal Low Bids

FAR 52.222-18: Certification Regarding Knowledge of Child Labor for Listed End Products

FAR 52.222-22: Previous Contracts and Compliance Reports

FAR 52.222-25: Affirmative Action Compliance

FAR 52.222-48: Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

FAR 52.222-52: Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

FAR 52.223-4: Recovered Material Certification

FAR 52.223-9: Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

FAR 52.223-22: Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.

FAR 52.225-2: Buy American Certificate

FAR 52.225-4: Buy American-Free Trade Agreements-Israeli Trade Act Certificate

FAR 52.225-6: Trade Agreements Certificate

FAR 52.226-2: Historically Black College or University and Minority Institution Representation

FAR 52.227-15: Representation of Limited Rights Data and Restricted Computer Software

DFARS 252.204-7016: Covered Defense Telecommunications Equipment or Services-Representation

DFARS 252.209-7002: Disclosure of Ownership or Control by a Foreign Government

DFARS 252.216-7008: Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government-Representation.

DFARS 252.225-7000: Buy American--Balance of Payments Program Certificate.

DFARS 252.225-7020: Trade Agreements Certificate.

DFARS 252.225-7035: Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate (Alternate I, II, III, IV & V)

DFARS 252.225-7049: Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations.

DFARS 252.247-7022: Representation of Extent of Transportation by Sea

Grants Certifications

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following question are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does Gast Construction Company, Inc. wish to apply for a Federal financial assistance project or program, or is Gast Construction Company, Inc. currently the recipient of funding under any Federal financial assistance project or program? **No**

Points of Contact

Mandatory Points of Contact:

Accounts Receivable POC

Title:	
First Name:	Angie
Middle Name:	
Last Name:	Ceroll
Email:	angiec@gast-construction.com
US Phone:	(701)642-6317
Extension:	
NON US Phone:	
Notes:	

Electronic Business POC

Title:	President
First Name:	James
Middle Name:	
Last Name:	Gast
Email:	jimg@gast-construction.com
US Phone:	(701)235-3454
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3410 39TH ST. S.
Address Line 2:	
City:	FARGO
State/Province:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58104

Government Business POC

Title:	President
First Name:	James
Middle Name:	
Last Name:	Gast
Email:	jimg@gast-construction.com
US Phone:	(701)235-3454
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3410 39TH ST. S.
Address Line 2:	
City:	FARGO
State/Province:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58104

Optional Points of Contact:

Electronic Business Alternate POC

Title:	
First Name:	Loretta
Middle Name:	
Last Name:	Meyer
Email:	lorettam@gast-construction.com
US Phone:	(701)642-6317
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	PO BOX 833
Address Line 2:	
City:	WAHPETON
State/Province:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58074

Government Business Alternate POC

Title:	
First Name:	Ryan
Middle Name:	
Last Name:	Fleming
Email:	ryanf@gast-construction.com
US Phone:	(701)235-3454
Extension:	

NON US Phone:	
Notes:	
Address Line 1:	3410 39TH. ST. S.
Address Line 2:	
City:	FARGO
State/Province:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58104

Past Performance POC

Title:	
First Name:	James
Middle Name:	
Last Name:	Gast
Email:	jimg@gast-construction.com
US Phone:	(701)235-3454
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3410 39th Street South
Address Line 2:	
City:	Fargo
State/Province:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58104

Past Performance Alternate POC

Title:	Vice President
First Name:	Tim
Middle Name:	
Last Name:	Gast
Email:	tgast@gast-construction.com
US Phone:	(701)235-3454
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3410 39th Street South
Address Line 2:	
City:	Fargo
State/Province:	ND
Country:	UNITED STATES
ZIP/Postal Code:	58104



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ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit SBA to stay informed.

ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on Interact.

ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit SBA.

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Berwald Roofing Company, Inc.
DUNS: 006790319 CAGE Code: 3GVR2
Status: Active
Expiration Date: 12/17/2021
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Berwald Roofing Company, Inc.
Doing Business As: Berwald Roofing & Sheet Metal
Business Type: Business or Organization
Last Updated By: Brian Berwald
Registration Status: Active
Activation Date: 06/20/2020
Expiration Date: 12/17/2021

Exclusion Summary

Active Exclusion Records? No

GSA

HMS-P-2020-MS-1127
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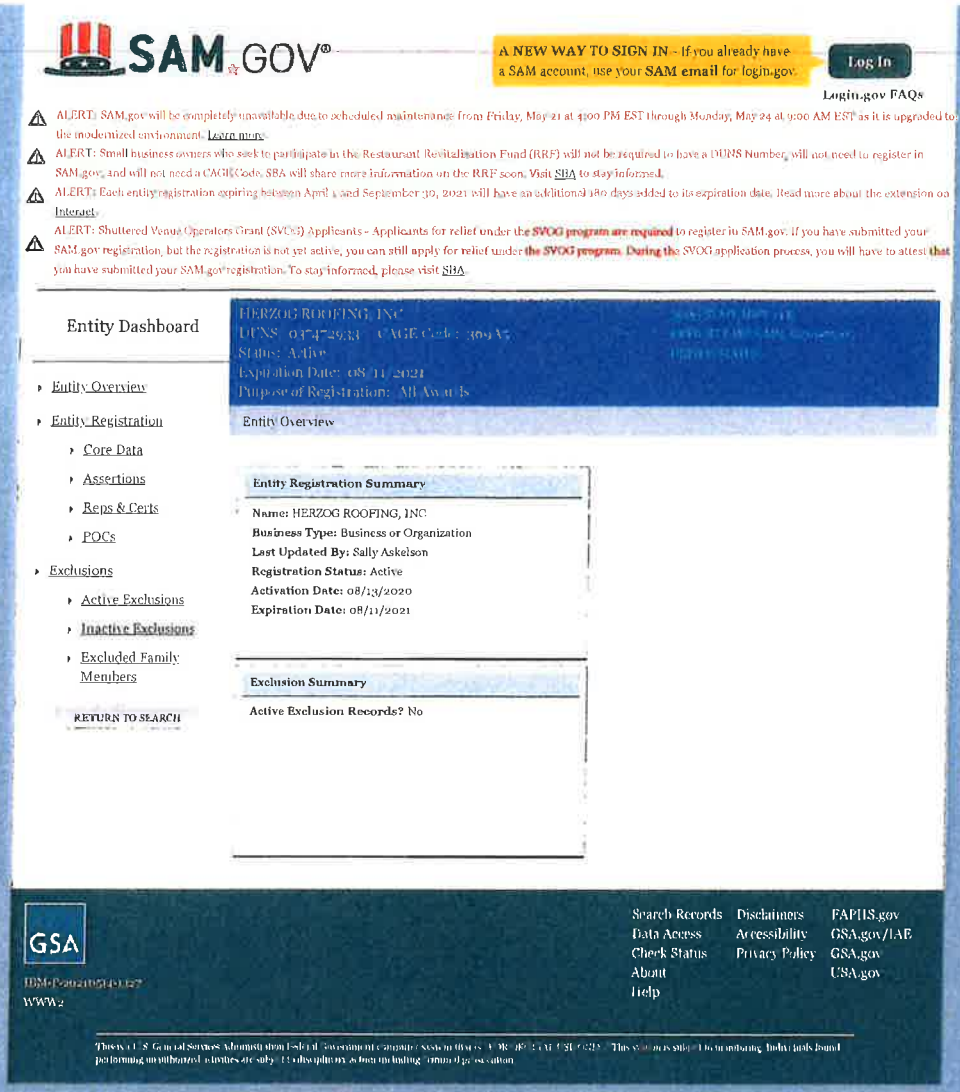

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HERZOG ROOFING, INC

DUNS: 03[illegible] CAGE Code: 369A5

Status: Active

Expiration Date: 08/11/2021

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: HERZOG ROOFING, INC
Business Type: Business or Organization
Last Updated By: Sally Askelson
Registration Status: Active
Activation Date: 08/13/2020
Expiration Date: 08/11/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IDM-P20210514-1157

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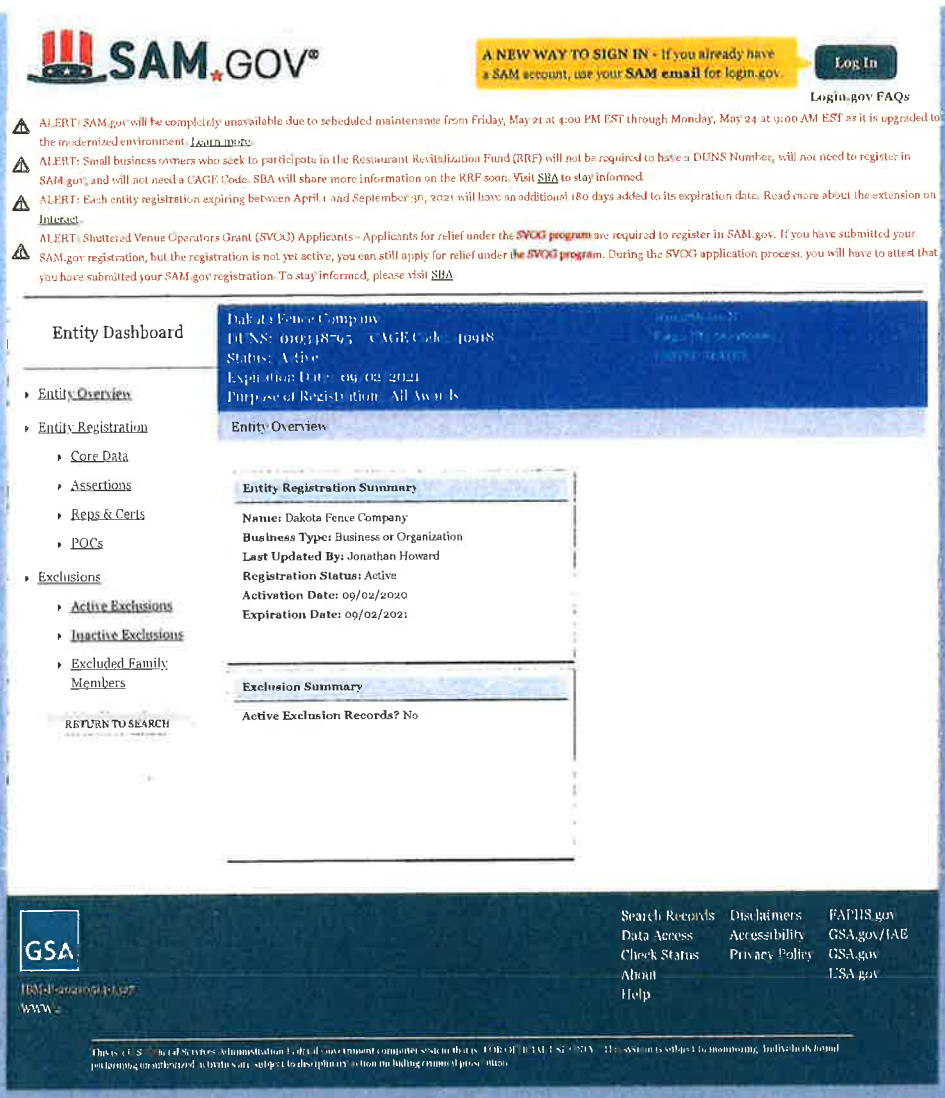

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Dakota Fence Company
DUNS: 010918765 CAGE Code: 10918
Status: Active
Expiration Date: 09/02/2021
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Dakota Fence Company
Business Type: Business or Organization
Last Updated By: Jonathan Howard
Registration Status: Active
Activation Date: 09/02/2020
Expiration Date: 09/02/2021

Exclusion Summary

Active Exclusion Records? No

GSA

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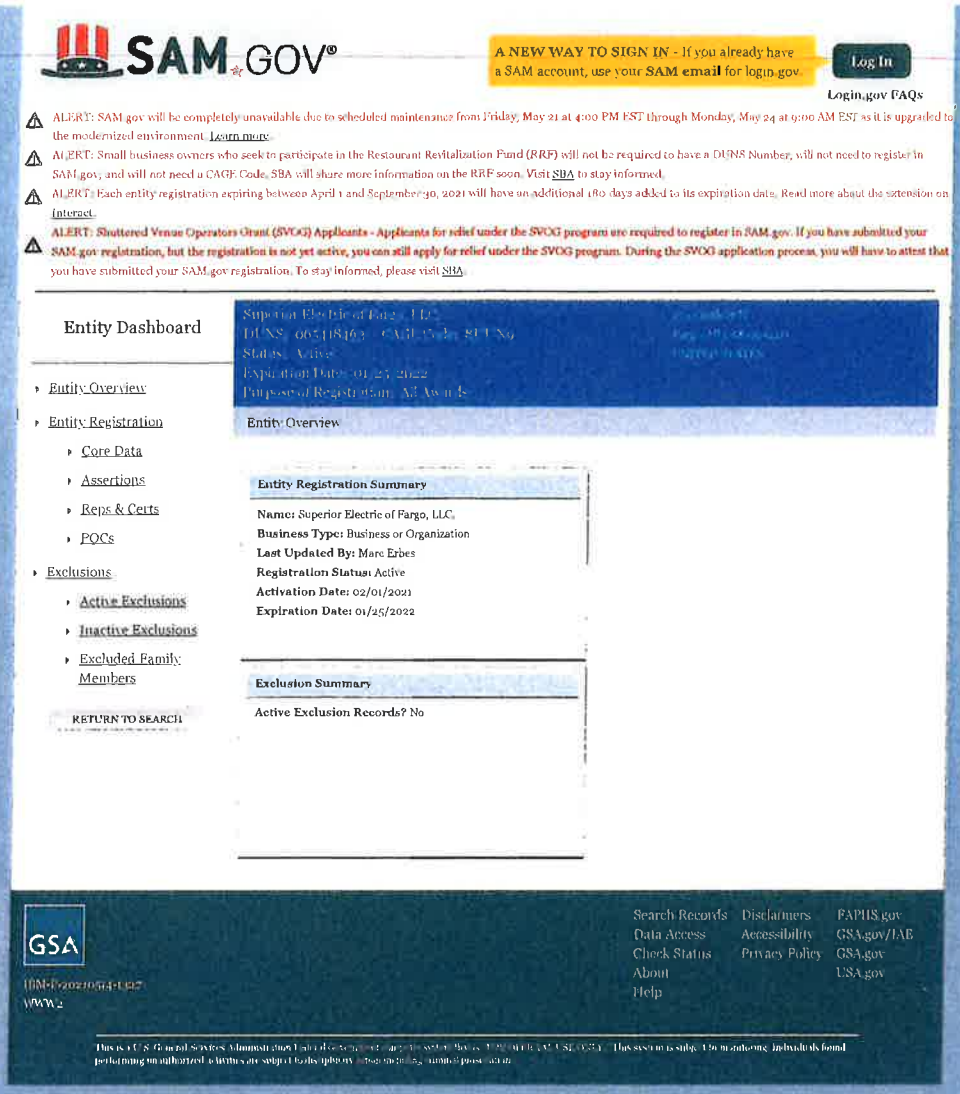

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Superior Electric of Fargo, LLC
DUNS: 065181631 CAGE Code: 8U1N9
Status: Active
Expiration Date: 01/25/2022
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: Superior Electric of Fargo, LLC
Business Type: Business or Organization
Last Updated By: Marc Erbes
Registration Status: Active
Activation Date: 02/01/2021
Expiration Date: 01/25/2022

Exclusion Summary

Active Exclusion Records? No

GSA

IDM-PROD0514-0127
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INDUSTRIAL BUILDERS, INC.
DUNS: 00386S650 CAGE Code: 5F159
Status: Active
Expiration Date: 09/03/2021
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: INDUSTRIAL BUILDERS, INC.
Business Type: Business or Organization
Last Updated By: Brittany Diederich
Registration Status: Active
Activation Date: 09/03/2020
Expiration Date: 09/03/2021

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-D-20210514-1325
WWW2

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Data Access | Accessibility | GSA.gov/IAE
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CITY OF Fargo

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

25

June 1, 2021

Board of City Commissioners
Fargo City Hall
200 North Third Street
Fargo, ND 58102

Dear Commissioners:

The State of North Dakota Department of Transportation (ND DOT) has granted an extension for contracts 38190961A, 38190960C, 38190973A, 38190959A and 38190306A. There are no additional funds or funding impacts, only an extension of time for each.

The amendments are attached, however, these were provided in electronic signature format, which will be provided to the City Commission Executive Assistant for circulation.

The requested motion is to approve the attached contract amendments.

Thank you.

Sincerely,

Julie Bommelman
Transit Director
City of Fargo

\Attachment

DocuSign Envelope ID: 9504066D-2A30-4766-9856-6FA349E8BB58

MEMO TO: William T. Panos
Director

FROM: Becky Hanson
Transit Program Manager DS BH
Paul Benning
Local Government Engineer DS PB

DATE: May 11, 2021

SUBJECT: Section 5339, Bus and Bus Facilities Program
City of Fargo - Fargo MAT

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is a contract amendment to provide additional time for the contractor to complete the contract for transit capital costs. The project is about complete. There are technical issues that need to be fixed before finalizing payment. These include report features, vault needs to properly function, and other minor technical issues. The project has taken longer than anticipated. No additional funds were added to this amendment. The original contract has $147,509 remaining as of April 15, 2021.

38/bh 328-2542

NDDOT Contract No. 38190960C

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 38190960

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 17, 2019; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 17, 2019, shall have a new completion date of December 31, 2021. See Attachment A.

ATTACHMENT A

NDDOT CONTRACT NO. 38190961

North Dakota Department of Transportation
SECTION 5339 TRANSIT GRANT SUPPLEMENTAL CONTRACT INFORMATION

Federal Award Information – Required by 2 CFR Part 200

CFDA No.: 20.526 CFDA Title: Federal Transit Capital Investment

Award Name: Section Federal Transit Capital Investment Grants

Federal Award Project Description: Provide grant funds for the specific purpose of assisting in financing capital projects that will benefit the country's transit projects.

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Becky Hanson Telephone & Email: 701-328-2542 & bhanson@nd.gov

Subrecipient Name: City of Fargo DUNS No.: 070265871

Federal Aid Identification No. (FAIN) and Award Date: ND-2019-006, 9-6-2019

Federal Period of Performance End date: 2/27/2021

Total Federal Operating Award: $0

Total Federal Admin/Capital Award: $53,600

Total Project Budget Including Local Match: $67,000

Total Operating Budget: $0 Federal Funds: $0, 50% Matching Funds: $0, 50%

Total Admin/Capital Budget: $67,000 Federal Funds: $53,600, 80% Matching Funds: $13,400, 20%

Subaward Period of Performance Start date: 7/1/2019

Subaward Period of Performance End date: 12/31/2021

Subaward Budget Period Start Date: 9/19/2019

Subaward Budget Period End Date: 12/31/2021

Research and Development Activities: This award does not include funds for Research and Development activities.

Indirect Cost Rate (ICAP): N/A

Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by **Owner**; **Partner**; **Corp. Pres.**, **Vice Pres.**, or **other authorized Corp. Officer**. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

COMPANY NAME

OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DS SS

DS SS

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

DocuSigned by:
Paul M. Benning
A411F817506247A...

SIGNATURE

5/12/2021

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

NDDOT North Dakota Department of Transportation

DocuSign Envelope ID: EBBCE8AB-6CC9-4381-927B-2254EA77B387

MEMO TO: William T. Panos
Director

FROM: Becky Hanson
Transit Program Manager
Paul Benning
Local Government Engineer

DATE: May 11, 2021

SUBJECT: Section 5339, Bus and Bus Facilities Program
City of Fargo - Fargo MAT

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is a contract amendment to provide additional time for the contractor to complete the contract for transit capital costs. Contractor needed to order replacement parts and should arrive in 6 to 8 weeks. Once the parts are replaced, the project will be completed. The project has taken longer than anticipated. No additional funds were added to this amendment. The original contract has $53,600 remaining as of April 15, 2021.

38/bh 328-2542

NDDOT Contract No. 38190961A

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 38190961

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 19, 2019; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 19, 2019, shall have a new completion date of December 31, 2021. See Attachment A.

ATTACHMENT A

NDDOT CONTRACT NO. 38190960

North Dakota Department of Transportation
SECTION 5339 TRANSIT GRANT SUPPLEMENTAL CONTRACT INFORMATION

Federal Award Information – Required by 2 CFR Part 200

CFDA No.: 20.526 CFDA Title: Federal Transit Capital Investment

Award Name: Section Federal Transit Capital Investment Grants

Federal Award Project Description: Provide grant funds for the specific purpose of assisting in financing capital projects that will benefit the country's transit projects.

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Becky Hanson Telephone & Email: 701-328-2542 & bhanson@nd.gov

Subrecipient Name: City of Fargo DUNS No.: 070265871

Federal Aid Identification No. (FAIN) and Award Date: ND-2019-009, 9-23-2019, Amend 01 – 12/2/2020

Federal Period of Performance End date: 8/31/2021

Total Federal Operating Award: $0

Total Federal Admin/Capital Award: $854,956

Total Project Budget Including Local Match: $1,131,196

Total Operating Budget: $0 Federal Funds: $0, 50% Matching Funds: $0, 50%

Total Admin/Capital Budget: $1,131.196 Federal Funds: $854,956, 80% Matching Funds: $276,240, 20%

Subaward Period of Performance Start date: 7/1/2019

Subaward Period of Performance End date: 12/31/2021

Subaward Budget Period Start Date: 9/17/2019

Subaward Budget Period End Date: 12/31/2021

Research and Development Activities: This award does not include funds for Research and Development activities.

Indirect Cost Rate (ICAP): N/A

Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by **Owner**; **Partner**; **Corp. Pres.**, **Vice Pres.**, or **other authorized Corp. Officer**. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

COMPANY NAME

OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DS SS DS

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

DocuSigned by: Paul M. Benning
A411F817506247A...

SIGNATURE

5/12/2021

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

DocuSign Envelope ID: 083A3657-94FC-4C2F-8F7D-4F2DFE4475A9

MEMO TO: William T. Panos
Director

FROM: Becky Hanson
Transit Program Manager
Paul Benning
Local Government Engineer

DATE: 05/11/2021

SUBJECT: Section 5339, Bus and Bus Facilities Program
City of Fargo – Fargo MAT

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This contract amendment provides additional time for the contractor to complete the contract for transit capital costs. A vehicle fire in one of the new vehicles resulted in a total loss. It was determined that the fire was caused by an electrical issue and wants to wait to take possession of all the vehicles until the issue is inspected and resolved. No additional funds were added to the contract.

The original contract has $283,760 remaining as of April 15, 2021.

38/bh 328-2542

NDDOT Contract No. 38190973A

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 38190973

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 17, 2019; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 17, 2019, will have a new completion date of December 31, 2021. See Attachment A.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by **Owner**; **Partner**; **Corp. Pres.**, **Vice Pres.**, or **other authorized Corp. Officer**. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

COMPANY NAME

OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

DS SS DS

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

DocuSigned by:
Paul M. Benning
A411F817506247A...

SIGNATURE

5/12/2021

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

ATTACHMENT A

NDDOT CONTRACT NO. 38190973

North Dakota Department of Transportation
SECTION 5339 TRANSIT GRANT SUPPLEMENTAL CONTRACT INFORMATION

Federal Award Information – Required by 2 CFR Part 200

CFDA No.: 20.526 CFDA Title: Federal Transit Capital Investment

Award Name: Section Federal Transit Capital Investment Grants

Federal Award Project Description: Provide grant funds for the specific purpose of assisting in financing capital projects that will benefit the country's transit projects.

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Becky Hanson Telephone & Email: 701-328-2542 & bhanson@nd.gov

Subrecipient Name: City of Fargo DUNS No.: 070265871

Federal Aid Identification No. (FAIN) and Award Date: ND-2019-009, 9-23-2019, Amend 01 – 12/2/2020

Federal Period of Performance End date: 8/31/2021

Total Federal Operating Award: $0

Total Federal Admin/Capital Award: $854,956

Total Project Budget Including Local Match: $1,131,196

Total Operating Budget: $0 Federal Funds: $0, 50% Matching Funds: $0, 50%

Total Admin/Capital Budget: $1,131.196 Federal Funds: $854,956, 80% Matching Funds: $276,240, 20%

Subaward Period of Performance Start date: 7/1/2019

Subaward Period of Performance End date: 6/30/2022

Subaward Budget Period Start Date: 9/17/2019

Subaward Budget Period End Date: 12/31/2021

Research and Development Activities: This award does not include funds for Research and Development activities.

Indirect Cost Rate (ICAP): N/A

Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

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MEMO TO: William T. Panos
Director

FROM: Becky Hanson DS BH
Transit Program Manager
Paul Benning DS PB
Local Government Engineer

DATE: May 11, 2021

SUBJECT: Section 5339, Bus and Bus Facilities Program
City of Fargo - Fargo MAT

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is a contract amendment to provide additional time for the contractor to complete the contract for transit capital costs. Due to delays by the consortium, delays have negatively impacted the procurement of vehicles. Bid opening was May 2, 2021, and after the review of proposals and vendor selection, the vehicles can be ordered. The project has taken longer than anticipated. No additional funds were added to this amendment. The original contract has $544,240 remaining as of April 15, 2021.

38/bh 328-2542

NDDOT Contract No. 38190959A

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 38190959

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 17, 2019; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 17, 2019, shall have a new completion date of June 30, 2022. See Attachment A.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by **Owner**; **Partner**; **Corp. Pres.**, **Vice Pres.**, or **other authorized Corp. Officer**. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

COMPANY NAME

OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DS SS DS

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

DocuSigned by:
Paul M. Benning
A411F817506247A...

SIGNATURE

5/12/2021

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03

ATTACHMENT A

NDDOT CONTRACT NO. 38190959

North Dakota Department of Transportation
SECTION 5339 TRANSIT GRANT SUPPLEMENTAL CONTRACT INFORMATION

Federal Award Information – Required by 2 CFR Part 200

CFDA No.: 20.526 CFDA Title: Federal Transit Capital Investment

Award Name: Section Federal Transit Capital Investment Grants Awarding Fed. Agency: FTA

Federal Award Project Description: Provide grant funds for traditional and non-traditional operating and capital expenses used in provide transportation services for the older persons and persons with disabilities.

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Becky Hanson Telephone & Email: 701-328-2542 & bhanson@nd.gov

Subrecipient Name: City of Fargo DUNS No.: 070265871

Federal Aid Identification No. (FAIN) and Award Date: ND-2019-006, 9-6-2019

Federal Period of Performance End date: 2/27/2021

Total Federal Operating Award: $0

Total Federal Admin/Capital Award: $544,240

Total Project Budget Including Local Match: $680,300

Total Operating Budget: $0 Federal Funds: $0, 50% Matching Funds: $0, 50%

Total Admin/Capital Budget: $680,300 Federal Funds: $544,240, 80% Matching Funds: $136,060, 20%

Subaward Period of Performance Start date: 9/17/2019

Subaward Period of Performance End date: 6/30/2022

Subaward Budget Period Start Date: 9/17/2019

Subaward Budget Period End Date: 6/30/2022

Research and Development Activities: This award does not include funds for Research and Development activities.

Indirect Cost Rate (ICAP): N/A

Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

ENGINEER'S REPORT

CONCRETE PAVING REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. PR-21-F
AMENDED 5-25-2021

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Nature & Scope

This project is for completing concrete pavement repairs and incidentals on 13th Avenue South from 21st Street South to 28th Street South.

Purpose

The purpose of the project is to correct deficiencies that have appeared over time. Joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and pavement deterioration are present on these pavement sections. The proposed project will aid in extending the useful life of these streets by restoring the pavement's structural integrity, therefore delaying future deterioration and improving ride quality.

Feasibility

The estimated cost of construction is $1,509,850. The project will be funded by a combination of Street Sales Tax Funds, State Funds (Prairie Dog), and Special Assessments to the benefitting properties. Assessments will be applied per City policy. The project's cost breakdown is as follows:

Estimated Construction Costs		$	1,509,850.00
Plus 10% Engineering Fee:		$	150,985.00
Plus 4% Administration Fee:		$	60,394.00
Plus 3% Legal Fee:		$	45,296.00
Plus 4% Interest Fee:		$	60,394.00
Plus 5% Contingency:		$	75,493.00
Total Estimated Cost:		**$**	**1,902,411.00**
Amount Special Assessed:		$	592,176.00
Amount City Funded:		$	88,809.00
Amount State Funded:		$	1,221,426.00

Project Funding Summary			
Street Sales Tax	4.67%	$	88,809.46
State Funds (Prairie Dog)	64.20%	$	1,221,426.00
Special Assessments	31.13%	$	592,175.54
Total Estimated Project Cost		**$**	**1,902,411.00**

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/27/21
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

THE CITY OF Fargo
FAR MORE

29

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

May 18, 2021

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

Re: Purchase Agreement – ROW
Improvement Districts #UN-20-B1 & PN-20-B1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement document for the acquisition of Permanent Street Right-of-Way in association with Improvement District #UN-20-B1 & PN-20-B1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of Permanent Street Right-of-Way from Dabbert Custom Homes LLC in association with Improvement District #UN-20-B1 & PN-20-B1.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Brenda Derrig
Jason Leonard
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **DABBERT CUSTOM HOMES LLC,** a North Dakota limited liability company, hereinafter "Seller", whether one or more, and the **CITY OF FARGO,** a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

WHEREAS, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

A tract of land in the West Half of Section 10, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, more particularly described as follows:

The westerly 100.00 feet of the Northwest Quarter of said Section 10 less the northerly 100.00 feet thereof.

TOGETHER WITH

The westerly 100.00 feet of the Southwest Quarter of said Section 10.

Said tract contains 519,670 square feet, more or less.

WHEREAS, Owner desires to sell, and the City of Fargo is willing to purchase Owner's property; and

WHEREAS, Seller and Buyer have reached an agreement to purchase the property in accordance with the terms herein.

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

1. Subject Matter. The subject matter of this agreement is the real estate described.

2. Purchase Price. The purchase price for the Property is Two Hundred Eighty-Eight Thousand Three Hundred Sixty-Seven and 88/100 Dollars ($288,367.88).

3. Payment of Purchase Price. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.

4. Abstract. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing). City shall pay all costs associated with closing, including deed preparation and recordation.

5. Taxes and Utilities. Taxes for the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes must be paid by Seller in advance of closing.

6. Deeds. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

7. Closing Date and Transfer of Possession. Closing on this purchase shall occur as soon as possible following completion of the updating of the abstract. The City shall take possession of the real estate on the date of closing, unless otherwise agreed to in writing signed by both parties

(Signatures on following page.)

DATED this 13 day of May, 2021.

DABBERT CUSTOM HOMES, LLC, a
North Dakota limited liability company

By: _____

Its: President

DATED this ____ day of _____, 2021.

BUYER:

City of Fargo, a North Dakota
municipal corporation

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

ATTEST:

_____
Steve Sprague, City Auditor

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

(30)

May 19, 2021

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Temporary Construction Easements
Improvement District #BN-20-A0

Dear Commissioners:

Accompanying for City Commission review and approval are (2) original temporary construction easements from Riviera Heights, LLC in association with Improvement District #BN-20-A0.

3502 10th ST N – Riviera Heights, LLC

RECOMMENDED MOTION: I/we hereby move to approve the (2) temporary construction easements from **Riviera Heights, LLC** in association with Improvement District #BN-20-A0 and instruct the Mayor to sign the temporary construction easements on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Brenda Derrig
Nancy J. Morris
Jeremy Gorden

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **RIVIERA HEIGHTS, LLC,** a North Dakota Limited Liability Company, 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 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 temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

A temporary construction easement, over, under and across that part of Block 1, REPLAT OF RIVIERA HEIGHTS FIRST ADDITION to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Block 1; thence South 02 degrees 31 minutes 44 seconds East along the east right of way line of University Drive North for a distance of 98.88 feet to the point of beginning; thence North 87 degrees 28 minutes 16 seconds East for a distance of 30.00 feet; thence South 02 degrees 31 minutes 44 seconds East for a distance of 40.00 feet; thence South 87 degrees 28 minutes 16 seconds West for a distance of 30.00 feet to the east right of way line of University Drive North; thence North 02 degrees 31 minutes 44 seconds West along said east right of way line for a distance of 40.00 feet to the point of beginning.

Said parcel contains 1,200 square feet, more or less, and subject to existing easements of record.

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 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, its successors and assigns, further agrees that 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. 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 May 31, 2022.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 24 day of MARCH, 2021.

GRANTOR:
RIVIERA HEIGHTS, LLC, a North Dakota limited liability company

By: BRIDGER LYONS

Its: ASSET MANAGER

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On this 24 day of March, 2021, before me, a notary public in and for said county and state, personally appeared Bridger Lyons, to me known to be the Asset Manager of **RIVIERA HEIGHTS LLC** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public
Utah County, Utah

(SEAL)

CASSIDY NOEL JOHNSON
Notary Public - State of Utah
Comm. No. 711149
My Commission Expires on
Mar 17, 2024

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 _____, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

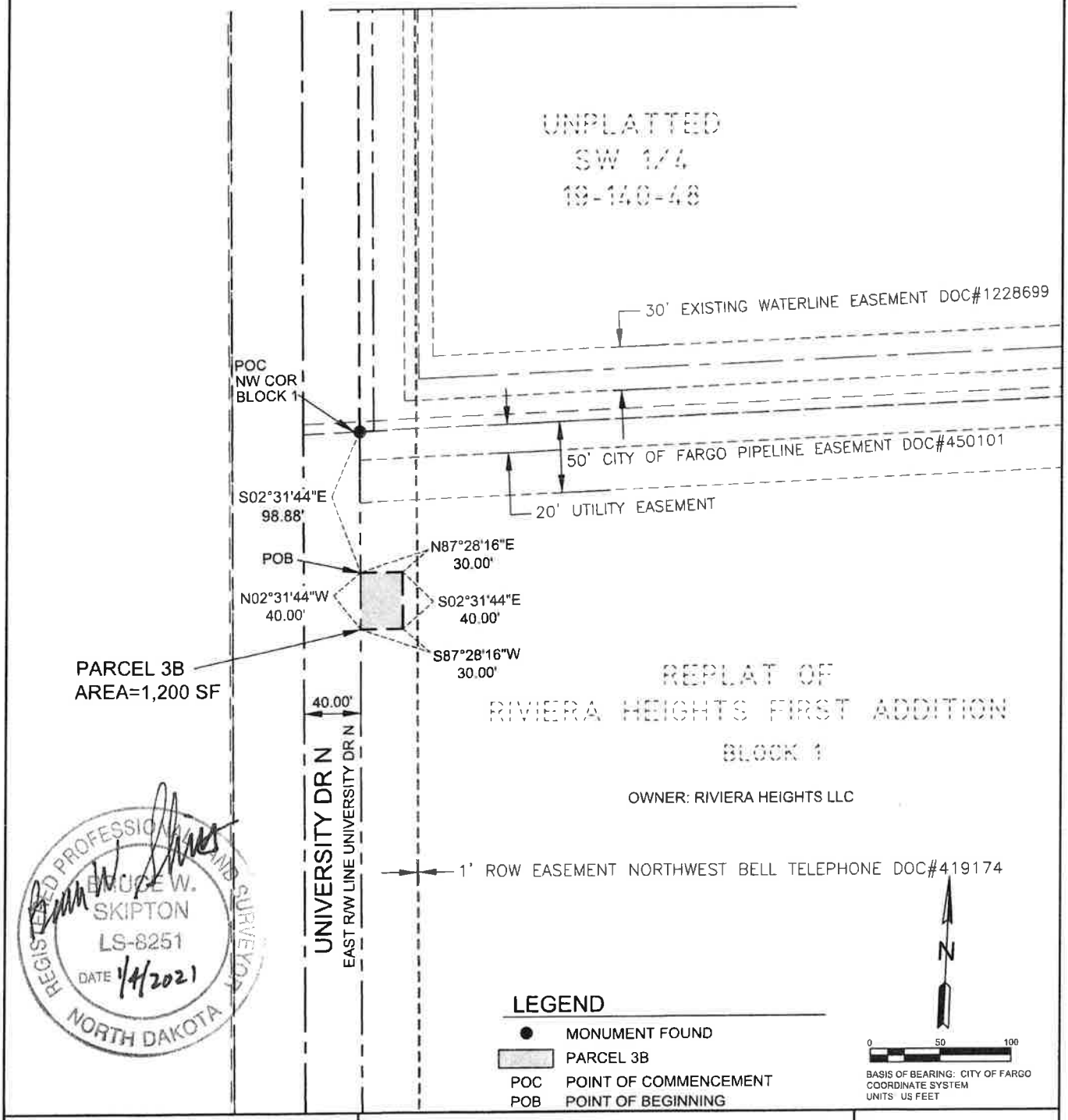
_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
Bruce W. Skipton, ND LS-8251
Apex Engineering Group
4733 Amber Valley Pkwy S
Fargo, ND 58104

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
701-280-1901
nmorris@lawfargo.com

EASEMENT EXHIBIT "A"



Apex Engineering Group

TEMPORARY CONSTRUCTION EASEMENT
N UNIVERSITY DR RECONSTRUCTION
BLOCK 1, REPLAT OF RIVIERA HEIGHTS
FIRST ADDITION, SECTION 19, T140N, R48W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	11/24/2020
Drawn By:	Aaron H
Checked By:	Boyd E
Approved By:	Bruce S

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EASEMENT EXHIBIT "A"

Parcel 3B
(Temporary Construction Easement)

A temporary construction easement, over, under and across that part of Block 1, REPLAT OF RIVIERA HEIGHTS FIRST ADDITION to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Block 1; thence South 02 degrees 31 minutes 44 seconds East along the east right of way line of University Drive North for a distance of 98.88 feet to the point of beginning; thence North 87 degrees 28 minutes 16 seconds East for a distance of 30.00 feet; thence South 02 degrees 31 minutes 44 seconds East for a distance of 40.00 feet; thence South 87 degrees 28 minutes 16 seconds West for a distance of 30.00 feet to the east right of way line of University Drive North; thence North 02 degrees 31 minutes 44 seconds West along said east right of way line for a distance of 40.00 feet to the point of beginning.

Said parcel contains 1,200 square feet, more or less, and subject to existing easements of record.

REGISTERED PROFESSIONAL LAND SURVEYOR
BRUCE W. SKIPTON
LS-8251
DATE 1/4/2021
NORTH DAKOTA

CERTIFICATION

I, Bruce W. Skipton, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed _____ Date 1/4/2021

Bruce W. Skipton
North Dakota Professional Land Surveyor
License Number LS-8251

Apex Engineering Group

TEMPORARY CONSTRUCTION EASEMENT
N UNIVERSITY DR RECONSTRUCTION
BLOCK 1, REPLAT OF RIVIERA HEIGHTS
FIRST ADDITION, SECTION 19, T140N, R48W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	11/24/2020
Drawn By:	Aaron H
Checked By:	Boyd E
Approved By:	Bruce S

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EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **RIVIERA HEIGHTS, LLC,** a North Dakota Limited Liability Company, 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 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 temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

A temporary construction easement, over, under and across that part of Block 1, REPLAT OF RIVIERA HEIGHTS FIRST ADDITION to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Block 1; thence South 02 degrees 31 minutes 44 seconds East along the east right of way line of University Drive North for a distance of 881.29 feet to the point of beginning; thence North 87 degrees 28 minutes 16 seconds East for a distance of 30.00 feet; thence South 02 degrees 31 minutes 44 seconds East for a distance of 40.00 feet; thence South 87 degrees 28 minutes 16 seconds West for a distance of 12.00 feet; thence South 02 degrees 31 minutes 44 seconds East for a distance of 39.17 feet to the north line of an 18 foot wide Permanent street and bikeway easement, Document number 727639, found in the office of said Cass County Recorders office; thence South 86 degrees 37 minutes 16 seconds West along said north line for a distance of 18.00 feet to the east right of way line of University Drive North; thence North 02 degrees 31 minutes 44 seconds West along said east right of way line for a distance of 79.44 feet to the point of beginning.

Said parcel contains 1,908 square feet, more or less, and subject to existing easements of record.

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 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, its successors and assigns, further agrees that 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. 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 May 31, 2022.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 26 day of March, 2021.

GRANTOR:
RIVIERA HEIGHTS, LLC, a North Dakota limited liability company

By: BRIDGER LYONS

Its: ASSET MANAGER

STATE OF Utah)
) ss.
COUNTY OF Utah)

On this 26 day of March, 2021, before me, a notary public in and for said county and state, personally appeared Bridger Lyons, to me known to be the Asset Manager of **RIVIERA HEIGHTS LLC** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public
Utah County, Utah

(SEAL)

CASSIDY NOEL JOHNSON
Notary Public - State of Utah
Comm. No. 711149
My Commission Expires on
Mar 17, 2024

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 _____, 2021, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

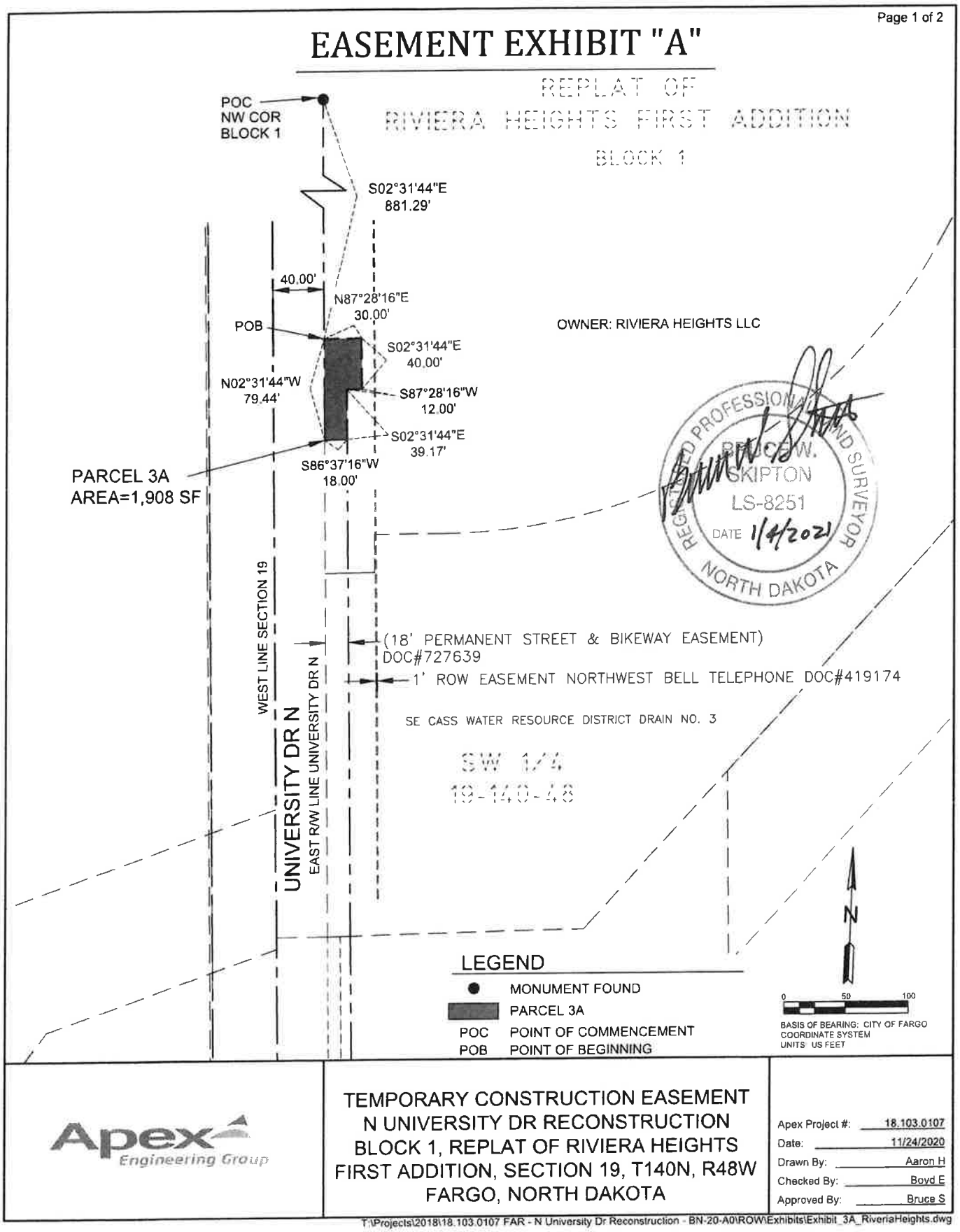
_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
Bruce W. Skipton, ND LS-8251
Apex Engineering Group
4733 Amber Valley Pkwy S
Fargo, ND 58104

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
701-280-1901
nmorris@lawfargo.com

EASEMENT EXHIBIT "A"



Apex Engineering Group

TEMPORARY CONSTRUCTION EASEMENT
N UNIVERSITY DR RECONSTRUCTION
BLOCK 1, REPLAT OF RIVIERA HEIGHTS
FIRST ADDITION, SECTION 19, T140N, R48W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	11/24/2020
Drawn By:	Aaron H
Checked By:	Boyd E
Approved By:	Bruce S

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EASEMENT EXHIBIT "A"

Parcel 3A
(Temporary Construction Easement)

A temporary construction easement, over, under and across that part of Block 1, REPLAT OF RIVIERA HEIGHTS FIRST ADDITION to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Block 1; thence South 02 degrees 31 minutes 44 seconds East along the east right of way line of University Drive North for a distance of 881.29 feet to the point of beginning; thence North 87 degrees 28 minutes 16 seconds East for a distance of 30.00 feet; thence South 02 degrees 31 minutes 44 seconds East for a distance of 40.00 feet; thence South 87 degrees 28 minutes 16 seconds West for a distance of 12.00 feet; thence South 02 degrees 31 minutes 44 seconds East for a distance of 39.17 feet to the north line of an 18 foot wide Permanent street and bikeway easement, Document number 727639, found in the office of said Cass County Recorders office; thence South 86 degrees 37 minutes 16 seconds West along said north line for a distance of 18.00 feet to the east right of way line of University Drive North; thence North 02 degrees 31 minutes 44 seconds West along said east right of way line for a distance of 79.44 feet to the point of beginning.

Said parcel contains 1,908 square feet, more or less, and subject to existing easements of record.

REGISTERED PROFESSIONAL LAND SURVEYOR
BRUCE W. SKIPTON
LS-8251
DATE 1/4/2021
NORTH DAKOTA

CERTIFICATION

I, Bruce W. Skipton, hereby certify that I am a Licensed Land Surveyor in the State of North Dakota, that this survey was made by me or under my direction and supervision and that the survey is true and complete as shown.

Signed _____ Date 1/4/2021
Bruce W. Skipton
North Dakota Professional Land Surveyor
License Number LS-8251

Apex Engineering Group

TEMPORARY CONSTRUCTION EASEMENT
N UNIVERSITY DR RECONSTRUCTION
BLOCK 1, REPLAT OF RIVIERA HEIGHTS
FIRST ADDITION, SECTION 19, T140N, R48W
FARGO, NORTH DAKOTA

Apex Project #:	18.103.0107
Date:	11/24/2020
Drawn By:	Aaron H
Checked By:	Boyd E
Approved By:	Bruce S

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE (31)

Improvement District No. BN-20-L1 Type: Change Order #2

Location: 38th Street South Date of Hearing: 5/24/2021

Routing	Date
City Commission	6/1/2021
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #2 in the amount of $52,064.45, for additional landscaping to the round-a-bout.

Staff is recommending approval of Change Order #2 in the amount of $52,064.45, bringing the total contract amount to $6,497,397.84.

On a motion by Nicole Crutchfield, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #2 to Dakota Underground.

RECOMMENDED MOTION
Concur with recommendations of PWPEC and approve Change Order #2 in the amount of $52,064.45, bringing the total contract amount to $6,497,397.84 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	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

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 Leonard, Project Engineer

Date: May 19, 2021

Re: Improvement District No. BN-20-L1 – Change Order #2

Background:

Improvement District No. BN-20-L1 is for the new construction of underground utilities, concrete pavement and incidentals on 37th Street South, 38th Street South and 63rd Avenue South.

Dakota Underground is the Prime Contractor for this project.

At the intersection of 38th Street South and 63rd Avenue South, a round-a-bout is being built with the improvement district. The project was bid with just a grass median in the round-a-bout with the intention of getting a change order price to landscape similar to 25th Street South and 64th Avenue South. S and S landscaping is the subcontractor on this project and also completed the referenced 25th Street landscaping. The round-a-bout landscaping will include 2 retaining walls on the facing 38th Street South on both the north and south approaches. In addition, the landscaping will include bullet edging, decorative rock, shrub plantings and weed prevention fabric. All cost to complete the work including the Prime Contractor markups is $52,064.45.

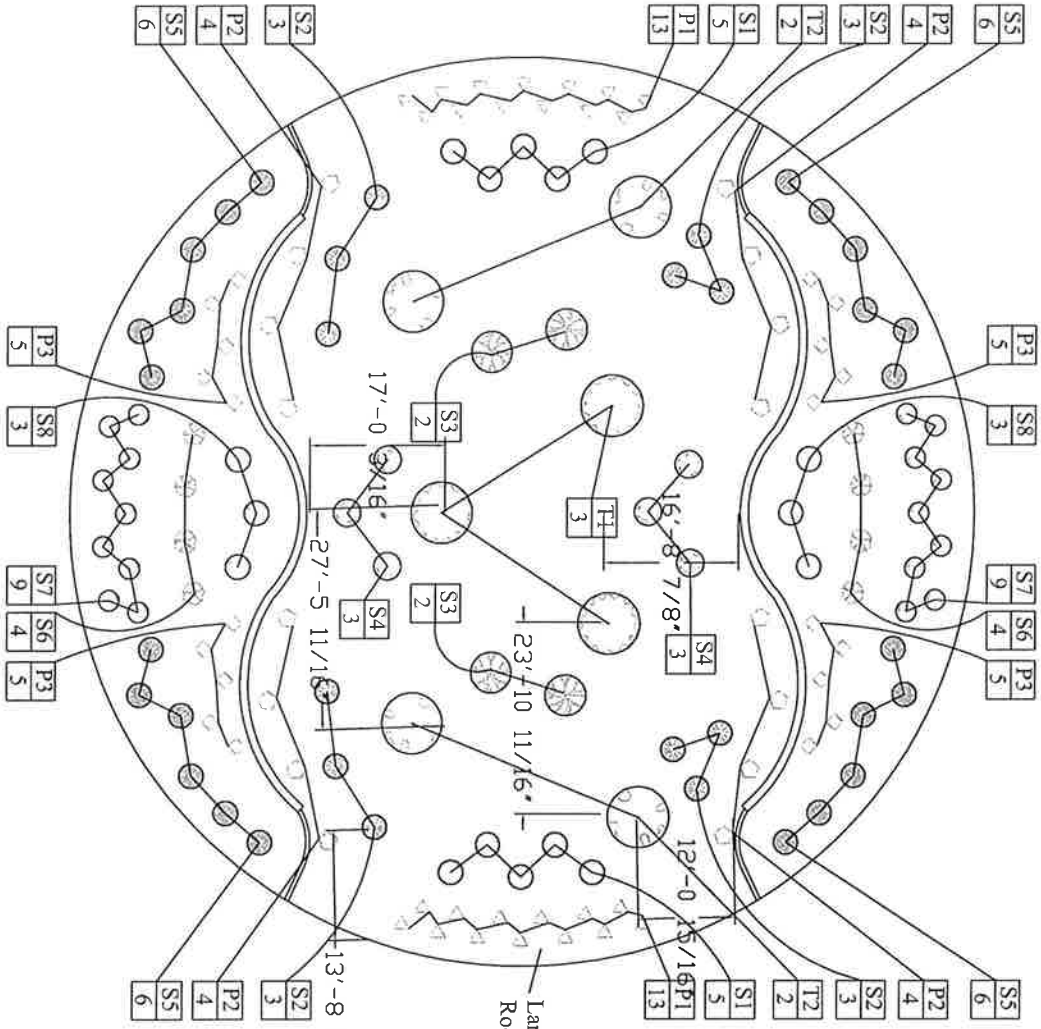
All landscaping work associated with this change order will be incorporated into the Final Completion Date of October 31, 2021.

Engineering has coordinated with the Street Department and Forestry on the landscaping plan submitted and they are both in agreement with the proposed round-a-bout plan.

Recommended Motion:

Approve Change Order #2 in the amount of $52,064.45 and include this work within the current Final Completion Date of October 31, 2021.

JTL/klb
Attachments



SYM	QTY	COMMON NAME
T1	3	Cathedral Elm 2"
T2	4	Redmond Linden 2"
S1	10	Glossy Black Chokecherry 2g
S2	12	Medoria Juniper 4-5'
S3	4	Redtwig Dogwood 2g
S4	6	Dwarf Korean Lilac 2g
S5	24	Prince of Wales Juniper 2g
S6	8	Anthony Waterer Spirea 2g
S7	18	Little Princess Spirea 2g
S8	6	Diablo Ninebark 2g
P1	26	Stella D'oro Daylily 1g
P2	16	Pardon Me Daylily 1g
P3	20	Karl Foerster Grass 1g



Sheet No.	Landscape & Wall Plan (Revised)	City of Fargo 25th Street Roundabouts	S&S Landscaping	Drawn by: DL 03-27-12
1				

S & S LANDSCAPING

2777 Fiechtner Dr. Post Office Box 1778
Fargo, North Dakota 58107 Phone 701-235-1515
Fax 701-239-6936

www.sandslandscaping.com

QUOTATION

PROJECT: City of Fargo
BN-20-L1

DATE: May 14, 2021

ITEM: 38th St S Round-about

ITEM#	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
A	Retaining walls per roundabout (Work includes building 2 walls per roundabout as shown on plan tapered to match mound. gradi for walls included, and installation of bullet edging	EA	1	$18,808.00	$18,808.00
B	Landscaping (Work Includes installation of plant material, weec barrier fabric, and decorative rock)	EA	1	$30,301.00	$30,301.00

General Contractor (10% on First $10K) = $1000.00

General Contractor (5% on Balance) = $1,955.45

Total Markup = $2,955.45

Total Change Order = $52,064.45

Additional Days Requested = 14 Days added to Substantial Completion

NOTE: DOES NOT INCLUDE SUPPLYING
PLACING OR ROUGH GRADING TOPSOIL

Total Of Above $49,109.00

AUTHORIZED SIGNATURE FOR ACCEPTANCE OF MATERIALS, LABOR, AND PROVISIONS OF THIS QUOTE ARE DUE WITHIN THIRTY (30) DAYS

ACCEPTED BY: _____

TITLE: _____

S & S LANDSCAPING CO., INC.

BY: _____
Dave Liquin, RLA

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-20-L1	**Change Order No**	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving & Incidentals		
Date Entered	5/20/2021	**For**	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 #2

At the intersection of 38th Street South and 63rd Avenue South a round-a-bout is being built with the improvement district. The project was bid with just a grass median in the round-a-bout with the intention of getting a change order price to landscape similar to 25th Street South and 64th Avenue South. S and S landscaping is the subcontractor on this project and also completed the referenced 25th Street landscaping. The round-a-bout landscaping will include 2 retaining walls on the facing 38th Street South on both the north and south approaches. In addition, the landscaping will include bullet edging, decorative rock, shrub plantings and weed prevention fabric. All cost to complete the work including the Prime Contractor markups is $52,064.45.

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 ($)	C/O Ext Price ($)
Landscaping	138	F&I Landscaping	LS	0.00	0.00	0.00	1.00	1.00	52,064.45	52,064.45
									Landscaping Sub Total ($)	52,064.45

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 2 ($)	52,064.45
Previous Change Orders ($)	349,456.00
Original Contract Amount ($)	6,095,877.39
Total Contract Amount ($)	6,497,397.84

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
10/01/2021		0.00	0.00	10/01/2021	

Description All landscaping work associated with this change order will be incorporated into the final completion date of October 31, 2021.

APPROVED **APPROVED DATE**

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Jared Heller, PE

Digitally signed by Jared Heller, PE
DN: C=US, E=jared@dakotaunderground.net, O=Dakota Underground Company, CN="Jared Heller, PE"
Date: 2021.05.21 16:51:42-05'00'

Title

Project Manager

Department Head

5/25/21

Mayor

Attest

32

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. QN-23-A1
NDDOT Project #UGP-8-984(171)

Type: CPM Agreement with NDDOT

Location: 2nd Street North

Date of Hearing: 5/24/2021

Routing	Date
City Commission	6/1/2021
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding approval of the Cost Participation and Maintenance (CPM) Agreement with NDDOT for construction of pedestrian/bicycle bridge over the street and floodwall on 2nd Street North.

Jeremy updated the Committee that an RFP would be going out this summer to hire a consultant for the environmental & design document. Upon design approval, we will have a sound construction estimate of which $2.4 million will come from Federal Funds. This project is set to bid in Bismarck by the NDDOT in February of 2023 and the project is scheduled to be completed in the fall of 2023.

Staff is recommending approval of the Cost Participation and Maintenance Agreement with NDDOT.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Cost Participation and Maintenance Agreement.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Cost Participation and Maintenance Agreement with the NDDOT for construction of a pedestrian/bicycle bridge over the street and floodwall on 2nd Street North.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Federal Funds & COF Local Funds

	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	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

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: PWPEC

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

Date: May 20, 2021

Subject: Approval of Cost, Participation and Maintenance (CPM) Agreement with NDDOT for 2nd Street Pedestrian Bridge City of Fargo Project No. QN-23-A1
NDDOT Project No. UGP-8-984(171)

I have attached a CPM Agreement from the Local Government Division of the NDDOT for this project on 2nd Street.

We do not know the estimated construction cost of the project at this point, but the maximum amount of federal funds will be $2.4M, and the rest will be City of Fargo local funds. We will determine our funding share over the course of the next 16 months as we work through the environmental document and preliminary design.

This project is set to bid in Bismarck by the NDDOT in February of 2023 and the project is scheduled to be completed in the fall of 2023.

Recommended Motion:

I recommend approval of the CPM Agreement.

Attachment

DocuSign Envelope ID: 6D1A87E9-013D-4269-96B8-FDFC9A2F6143

MEMO TO: Ronald Henke
Deputy Director for Engineering

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 05/04/2021

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project UGP-8-984(171) PCN 23218 Bridge # FRGO42 B

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Fargo on 2nd St Pedestrian/Bicycle Bridge project.

Contract # 38210564

- The type of work is Pedestrian/bicycle bridge over street and floodwall, shared use path, lighting
- The UGP Federal Funds for this project is limited to $ 2,400,000.
- Any costs over the above limited amount will be City responsibility.

- No one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Paul Benning
Steve Salwei
Shannon Sauer
Brenda Derrig - Fargo City Engineer
City of Fargo Officials
Seng Marohl
Legal
Ronald Henke
Stacey Hanson

DocuSign Envelope ID: 6D1A87E9-013D-4269-96B8-FDFC9A2F6143

NDDOT Contract No. 38210564

North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Marohl, Sengaroun H.	Telephone: 701-328-4449

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only. **FHWA Authorization date:**

Project No. UGP-8-984(171) BRIDGE# FRGO42 B **LPA: CITY FARGO**
Location: FARGO 2ND ST PEDESTRIAN BRIDGE
Type of Improvement: PEDESTRIAN/BICYCLE BRIDGE OVER STREET AND FLOODWALL, SHARED USE PATH, LIGHTING **Length: 0.04 MILE**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of City Fargo, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of $2,400,000. The balance of the project is the obligation of the LPA.

Additional Funding Clause
None

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

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Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

   The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

   Include the following paragraph verbatim in any subcontracts they sign relative to this project:

   > The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.

3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.

4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.

5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.

6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.

7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,

8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

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PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:

   a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.

   b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.

   c. Tabulate the bids and send to the LPA.

   d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.

2. The LPA will:

   a. Review bids to determine the lowest responsible bidder.

   b. Execute the contract.

   c. Distribute copies of the executed contract and contract bond to NDDOT.

3. During the construction of the project, the LPA will:

   a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction.*

   b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System.*

   c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.

   d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical

entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.

2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.

5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.

6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.

7. Provide maintenance to the completed project at its own cost and expense.

8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

   If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.

4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

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5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

City of Fargo City Engineer
225 4th Street North
Fargo, ND 58102

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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Executed by the LPA of City of Fargo, North Dakota, the date last below signed.

APPROVED:

Erik Johnson
LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of City of Fargo
*

Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

ATTEST:

Steve Sprague
AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Paul Benning
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DocuSigned by:
Paul M. Benning
SIGNATURE
A411F817506247A...

5/4/2021
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DS SS
DIRECTOR (TYPE OR PRINT)

DS SS
SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 9-19

Project UGP-8-984(171)

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of City of Fargo will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source: City of Fargo Local Funds

Executed at Fargo, North Dakota, the last date below signed.

ATTEST:

Steve Sprague
AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of City of Fargo

Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 9-19

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NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

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

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$250,000 per person** and **$500,000 per occurrence**. The minimum limits of liability required of the State are **$250,000 per person** and **$1,000,000 per occurrence**.
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 11-19

NDDOT
North Dakota
Department of Transportation

DocuSign

Certificate Of Completion

Envelope Id: 6D1A87E9013D426996B8FDFC9A2F6143
Status: Sent
Subject: Contract #38210564: Please DocuSign: CPM Agreement for Fargo 2nd St Ped Bridge
Contract Number: 38210564
PCN: 23218
Source Envelope:
Document Pages: 11
Signatures: 1
Certificate Pages: 3
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Sengaroun Marohl
608 E Boulevard Ave
Bismarck, ND 58505
smarohl@nd.gov
IP Address: 165.234.92.5

Record Tracking

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5/4/2021 5:08:14 PM
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Location: DocuSign

Signer Events	Signature	Timestamp
Paul Benning pbenning@nd.gov Security Level: Email, Account Authentication (None), Authentication	DocuSigned by: Paul M. Benning A411F817506247A...	Sent: 5/4/2021 5:16:47 PM Viewed: 5/4/2021 6:28:42 PM Signed: 5/4/2021 6:28:57 PM
	Signature Adoption: Pre-selected Style Using IP Address: 140.186.183.213 Signed using mobile	

Authentication Details
SMS Auth:
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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/4/2021 6:28:34 PM
Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Steve Salwei ssalwei@nd.gov Security Level: Email, Account Authentication (None), Authentication	DS SS	Sent: 5/4/2021 6:29:00 PM Viewed: 5/5/2021 7:35:30 AM Signed: 5/5/2021 7:36:30 AM
	Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.8	

Authentication Details
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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/5/2021 7:35:24 AM
Phone: +1 701-527-8980

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Shannon Sauer ssauer@nd.gov Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 216.71.24.86	Sent: 5/5/2021 7:36:33 AM Viewed: 5/5/2021 1:43:30 PM Signed: 5/5/2021 1:43:45 PM

Authentication Details
SMS Auth:
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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 5/5/2021 1:43:23 PM
Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brenda Derrig bderrig@FargoND.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Sent: 5/20/2021 10:34:57 AM Viewed: 5/20/2021 3:23:14 PM
Erik Johnson Ejohnson@fargolaw.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	
Steve Sprague ssprague@Fargond.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	
Tim Mahoney tmahoney@Fargond.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	
Sengaroun Marohl smarohl@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	
Ronald Henke rhenke@nd.gov Security Level: Email, Account Authentication (None), Authentication	

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stacey Hanson smhanson@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address:	Sent: 5/4/2021 5:08:27 PM Completed: 5/4/2021 5:16:46 PM

Agent Delivery Events	Status	Timestamp
Brenda Derrig bderrig@fargond.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 165.234.255.19	Sent: 5/5/2021 1:43:48 PM Viewed: 5/10/2021 7:40:49 AM Completed: 5/20/2021 10:34:57 AM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/4/2021 5:08:27 PM

Payment Events	Status	Timestamps

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

33-1

May 26, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. AN-20-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 26, 2021, for Alley Paving, Improvement District No. AN-20-C1, located at Block 36 Roberts 2nd Addition, 3rd Avenue to 4th Avenue North between 11th Street and 12th Street North.

The bids were as follows:

Dirt Dynamics	$68,816.00
Master Construction Co Inc	$75,000.00
Key Contracting Inc	$88,996.00
Northern Improvement Co	$94,804.00
Engineer's Estimate	$64,312.00

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics in the amount of $68,816.00 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # AN-20-C1

Alley Paving

Blk 36 Roberts 2nd Addn, 3rd Ave to 4th Ave N between 11th St and 12th St N.

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 Tom 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:

Alley Paving Improvement District # AN-20-C1 of the City of Fargo, North Dakota.

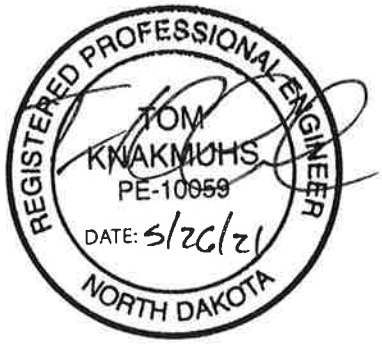
Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Paving					
1	Excavation	CY	300.00	9.00	2,700.00
2	Subgrade Preparation	SY	738.00	5.00	3,690.00
3	F&I Pavement 7" Thick Reinf Conc	SY	738.00	77.00	56,826.00
4	Mulching Type 1 - Hydro	SY	30.00	33.00	990.00
5	Seeding Type B	SY	30.00	33.00	990.00
6	Inlet Protection - Existing Inlet	EA	4.00	200.00	800.00
7	Traffic Control - Type 1	LS	1.00	620.00	620.00
8	F&I Rock Mulch	TON	10.00	220.00	2,200.00
				Paving Total	68,816.00
				Total Construction in $	**68,816.00**
			Engineering	10.00 %	6,881.60
			Legal & Misc	3.00 %	2,064.48
			Contingencies	5.00 %	3,440.80
			Administration	4.00 %	2,752.64
			Interest	4.00 %	2,752.64
				Total Estimated Costs	**86,708.16**
				Special Assessments	86,708.16
				Unfunded Costs	**0.00**

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

Date: 05/26/2021

Tom Knakmuhs

Assistant City Engineer



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

33-2

May 26, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-21-J1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 26, 2021, for New Paving and Utility Construction, Improvement District No. BN-21-J1, located at Golden Valley 5th Addition.

The bids were as follows:

Master Construction Co. Inc.	$ 398,398.98
Fox Underground, Inc.	$ 412,046.95
Northern Improvement Co.	$ 425,456.35
Key Contracting, Inc.	$ 441,939.95
Dakota Underground Co.	$ 469,158.27
FM Asphalt LLC	$ 497,661.20
Ryan Contracting	$ 512,751.58
Sellin Brothers, Inc.	$ 595,042.95
Engineer's Estimate	$ 417,029.75

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction Co. Inc. in the amount of $398,398.98 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-J1

New Paving and Utility Construction

Golden Valley 5th Addition

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 Tom 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:

New Paving and Utility Construction Improvement District # BN-21-J1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer					
1	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	483.00	0.10	48.30
2	F&I Manhole 4' Dia Reinf Conc	EA	2.00	4,400.00	8,800.00
3	Connect Pipe to Exist Pipe	EA	1.00	410.00	410.00
4	F&I Pipe SDR 26 - 6" Dia PVC	LF	602.00	25.00	15,050.00
5	F&I Pipe SDR 26 - 8" Dia PVC	LF	350.00	40.00	14,000.00
6	F&I Pipe SDR 35 - 12" Dia PVC	LF	135.00	46.00	6,210.00
7	Connect Sewer Service	EA	12.00	300.00	3,600.00
				Sanitary Sewer Total	48,118.30
Cass Rural Water Main					
8	F&I Fittings C153 Ductile Iron	LB	451.00	7.75	3,495.25
9	F&I Hydrant	EA	1.00	4,940.00	4,940.00
10	Connect Pipe to Exist Pipe	EA	1.00	952.00	952.00
11	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	11.50	100.00	1,150.00
12	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	676.00	41.25	27,885.00
13	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	5.00	100.00	500.00
14	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	55.00	51.50	2,832.50
15	F&I Tapping Sleeve & Valve 12"x8"	EA	1.00	3,795.00	3,795.00
16	F&I Gate Valve 6" Dia	EA	1.00	1,410.00	1,410.00
17	F&I Gate Valve 8" Dia	EA	1.00	1,855.00	1,855.00
18	F&I Pipe 1" Dia Water Service	LF	586.00	17.40	10,196.40
19	Connect Water Service	EA	12.00	290.00	3,480.00
20	F&I CS & Box 1" Dia	EA	12.00	410.00	4,920.00
				Cass Rural Water Main Total	67,411.15
Storm Sewer					
21	Modify Manhole	EA	1.00	1,100.00	1,100.00
22	F&I Manhole 5' Dia Reinf Conc	EA	1.00	4,310.00	4,310.00
23	F&I Inlet - Single Box (SBI) Reinf Conc	EA	4.00	2,240.00	8,960.00
24	F&I Inlet - Round (RDI) Reinf Conc	EA	3.00	1,970.00	5,910.00
25	Remove Inlet	EA	1.00	100.00	100.00
26	Connect Pipe to Exist Structure	EA	2.00	410.00	820.00
27	F&I Pipe 12" Dia	LF	388.00	32.00	12,416.00
28	F&I Pipe 15" Dia	LF	267.00	36.00	9,612.00
29	Remove Pipe All Sizes All Types	LF	20.00	5.00	100.00
30	F&I Pipe w/GB 15" Dia Reinf Conc	LF	64.00	62.50	4,000.00
				Storm Sewer Total	47,328.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-J1

New Paving and Utility Construction

Paving				
31 Topsoil - Strip & Spread	LS	1.00	11,468.08	11,468.08
32 Excavation	CY	2,955.00	3.00	8,865.00
33 Subcut	CY	2,955.00	3.00	8,865.00
34 Subgrade Preparation	SY	2,751.00	2.20	6,052.20
35 F&I Woven Geotextile	SY	2,751.00	1.70	4,676.70
36 F&I Class 5 Agg - 8" Thick	SY	2,751.00	8.20	22,558.20
37 F&I Edge Drain 4" Dia PVC	LF	1,463.00	6.75	9,875.25
38 F&I Curb & Gutter Mountable (Type I)	LF	1,463.00	15.50	22,676.50
39 Remove Curb & Gutter	LF	20.00	7.00	140.00
40 F&I Sidewalk 4" Thick Reinf Conc	SY	227.00	44.00	9,988.00
41 F&I Sidewalk 6" Thick Reinf Conc	SY	14.00	46.00	644.00
42 F&I Det Warn Panels Cast Iron	SF	112.00	41.40	4,636.80
43 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	750.00	65.00	48,750.00
44 Rem & Repl Casting - Self Leveling	EA	1.00	1,550.00	1,550.00
45 Casting to Grade - Blvd	EA	2.00	190.00	380.00
46 Casting to Grade - no Conc	EA	3.00	410.00	1,230.00
47 GV Box to Grade - no Conc	EA	1.00	220.00	220.00
48 Remove Pavement All Thicknesses Asph	SY	35.00	11.00	385.00
49 Mulching Type 1 - Hydro	SY	5,410.00	0.35	1,893.50
50 Seeding Type C	SY	5,410.00	0.40	2,164.00
			Paving Total	167,018.23
Street Lighting				
51 F&I Base 5' Deep Reinf Conc	EA	5.00	4,100.00	20,500.00
52 F&I Conductor #6 USE Cu	LF	2,259.00	3.00	6,777.00
53 F&I Innerduct 1.5" Dia	LF	723.00	10.00	7,230.00
54 F&I Luminaire Type A	EA	5.00	1,250.00	6,250.00
55 F&I Light Standard Type A	EA	5.00	1,430.00	7,150.00
			Street Lighting Total	47,907.00
Signing				
56 F&I Sign Assembly & Anchor	EA	3.00	110.00	330.00
57 F&I Diamond Grade Cubed	SF	22.60	33.00	745.80
			Signing Total	1,075.80
Miscellaneous				
58 Temp Fence - Safety	LS	150.00	1.50	225.00
59 Stormwater Management	LS	1.00	1,500.00	1,500.00
60 Temp Construction Entrance	EA	1.00	1,500.00	1,500.00
61 Inlet Protection - New Inlet	EA	7.00	170.00	1,190.00
62 Inlet Protection - Existing Inlet	EA	13.00	170.00	2,210.00
63 Traffic Control - Type 1	LS	1.00	1,410.00	1,410.00
			Miscellaneous Total	8,035.00
Redesign Removals				
64 F&I Pipe SDR 26 - 6" Dia PVC	LF	48.00	44.00	2,112.00
65 Connect Sewer Service	EA	1.00	330.00	330.00
66 Eliminate Sewer Service	EA	1.00	1,100.00	1,100.00

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-21-J1

New Paving and Utility Construction

67 F&I Saddle Wye 8"x6" PVC	EA	1.00	330.00	330.00
68 Eliminate Water Service	EA	1.00	750.00	750.00
69 Modify Manhole	EA	1.00	910.00	910.00
70 F&I Curb & Gutter Mountable (Type I)	LF	5.00	25.00	125.00
71 Remove Curb & Gutter	LF	75.00	5.00	375.00
72 F&I Asphalt Pavement FAA 43 w/ PG58H-34	TON	64.00	65.00	4,160.00
73 Remove Pavement All Thicknesses Asph	SY	185.00	7.10	1,313.50
			Redesign Removals Total	11,505.50
			Total Construction in $	**398,398.98**
		Engineering	9.83 %	39,162.62
		Legal & Misc	2.91 %	11,593.41
		Contingencies	4.86 %	19,362.19
		Administration	3.88 %	15,457.88
		Interest	3.88 %	15,457.88
			Total Estimated Costs	**499,432.96**
			Cass Rural WUD Funds	84,938.05
			Special Assessments	402,529.19
			LOMR - Developer Funded	11,965.72
			Unfunded Costs	**0.00**

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

Date: 05/26/2021

Tom Knakmuhs

Assistant City Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/26/21
NORTH DAKOTA

THE CITY OF Fargo
FAR MORE

33.3

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

May 26, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. SL-21-B1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 12, 2021, for Street Lighting & Incidentals, Improvement District No. SL-21-B1, located Citywide.

The bids were as follows:

Fargo Electric Construction, Inc.	$1,016,036.30
Strata Corporation	$1,108,031.80
Parsons Electric	$1,290,323.90
Engineer's Estimate	$1,093,864.50

The special assessment escrow is not required.

Forty-Five protests were received amounting to 5.8% of the Improvement District. We recommend that the protests be declared insufficient and the contract be awarded to Fargo Electric Construction, Inc. in the amount of $1,016,036.30 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # SL-21-B1

Street Lighting & Incidentals

Various locations Citywide.

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 Tom 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:

Street Lighting & Incidentals Improvement District # SL-21-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Street Lighting 27 to 32 Ave N and Bdwy to Elm					
1	Remove Street Light	EA	64.00	275.00	17,600.00
2	F&I Feed Point	EA	3.00	8,360.00	25,080.00
3	Remove Feed Point	EA	9.00	1,000.00	9,000.00
4	F&I Base 5' Deep Reinf Conc	EA	189.00	620.00	117,180.00
5	Remove Base	EA	64.00	400.00	25,600.00
6	F&I Conductor #6 USE Cu	LF	89,462.00	1.30	116,300.60
7	F&I Innerduct 1.5" Dia	LF	30,238.00	6.40	193,523.20
8	F&I Luminaire Type A	EA	189.00	260.00	49,140.00
9	F&I Pull Box	EA	19.00	1,000.00	19,000.00
10	F&I Light Standard Type A	EA	189.00	1,500.00	283,500.00
11	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	210.00	21,000.00
12	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50.00	265.00	13,250.00
13	Traffic Control - Minor	LS	1.00	12,000.00	12,000.00
			Street Lighting 27 to 32 Ave N and Bdwy to Elm Total		902,173.80
Street Lighting 5 St, 18 to 19 Ave N					
14	F&I Base 5' Deep Reinf Conc	EA	4.00	620.00	2,480.00
15	F&I Conductor #6 USE Cu	LF	1,923.00	1.30	2,499.90
16	F&I Innerduct 1.5" Dia	LF	576.00	6.40	3,686.40
17	F&I Luminaire Type B	EA	4.00	750.00	3,000.00
18	F&I Pull Box	EA	1.00	1,000.00	1,000.00
19	F&I Light Standard Type B	EA	4.00	1,350.00	5,400.00
			Street Lighting 5 St, 18 to 19 Ave N Total		18,066.30
Street Lighting 11 and 12 St, 14-1/2 to 15-1/2 Ave S					
20	Remove Street Light	EA	2.00	275.00	550.00
21	Remove Feed Point	EA	2.00	1,000.00	2,000.00
22	F&I Base 5' Deep Reinf Conc	EA	19.00	620.00	11,780.00
23	Remove Base	EA	2.00	400.00	800.00
24	F&I Conductor #6 USE Cu	LF	8,262.00	1.30	10,740.60
25	F&I Innerduct 1.5" Dia	LF	2,754.00	6.40	17,625.60
26	F&I Luminaire Type C	EA	19.00	1,350.00	25,650.00
27	F&I Pull Box	EA	1.00	1,000.00	1,000.00
28	F&I Light Standard Type B	EA	19.00	1,350.00	25,650.00
			Street Lighting 11 and 12 St, 14-1/2 to 15-1/2 Ave S Total		95,796.20
				Total Construction in $	**1,016,036.30**
			Engineering	10.00 %	101,603.63

THE CITY OF Fargo FAR MORE

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # SL-21-B1

Street Lighting & Incidentals

Legal & Misc	3.00 %	30,481.09
Contingencies	5.00 %	50,801.82
Administration	4.00 %	40,641.45
Interest	4.00 %	40,641.45
Total Estimated Costs		**1,280,205.74**
Special Assessments		1,280,205.74
Unfunded Costs		**0.00**

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

Date: 05/26/2021

Tom Knakmuhs

Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

34

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

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

ALLEY PAVING

Improvement District No. AN-21-A

Call For Bids	June 1	, 2021
Advertise Dates	June 9 & 16	, 2021
Bid Opening Date	July 7	, 2021
Substantial Completion Date	October 15	, 2021
Final Completion Date	October 29	, 2021

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

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Brian Skanson

Phone No. (701) 241-1551

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT

ALLEY PAVING

IMPROVEMENT DISTRICT NO. AN-21-A

Nature & Scope

This project is for the installation of P.C. Concrete Paving in the alley, the North 300 feet from Northern Pacific Avenue North to 1st Avenue North and the West half between 10th Street North and 11th Street North in Roberts 2nd Addition.

Purpose

The purpose of this project is to provide paving in the alley as requested by the majority of the Property Owners.

Feasibility

The estimated cost of construction is $131,280. The project will be paid by Special Assessments and Developer Funded Engineering. A breakdown of costs is as follows:

Estimated Construction Costs	$	131,280.00
Plus 6% Engineering Fee:	$	7,876.80
Plus Outside Engineering Fee:	$	12,000.00
Plus 3% Legal Fee:	$	3,938.40
Plus 4% Administration Fee:	$	5,251.20
Plus 4% Interest Fee:	$	5,251.20
Plus 5% Contingency:	$	6,564.00
Total Estimated Construction Cost:	**$**	**172,161.60**

Project Funding Summary:			
Special Assessments	96.08%	$	165,412.80
Developer Funded Engineering	3.92%	$	6,748.80
Total Project Cost		**$**	**172,161.60**

The cost to the Property Owners will be per City policy.

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10069
DATE: 4/29/21
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

ALLEY PAVING

IMPROVEMENT DISTRICT NO. AN-21-A

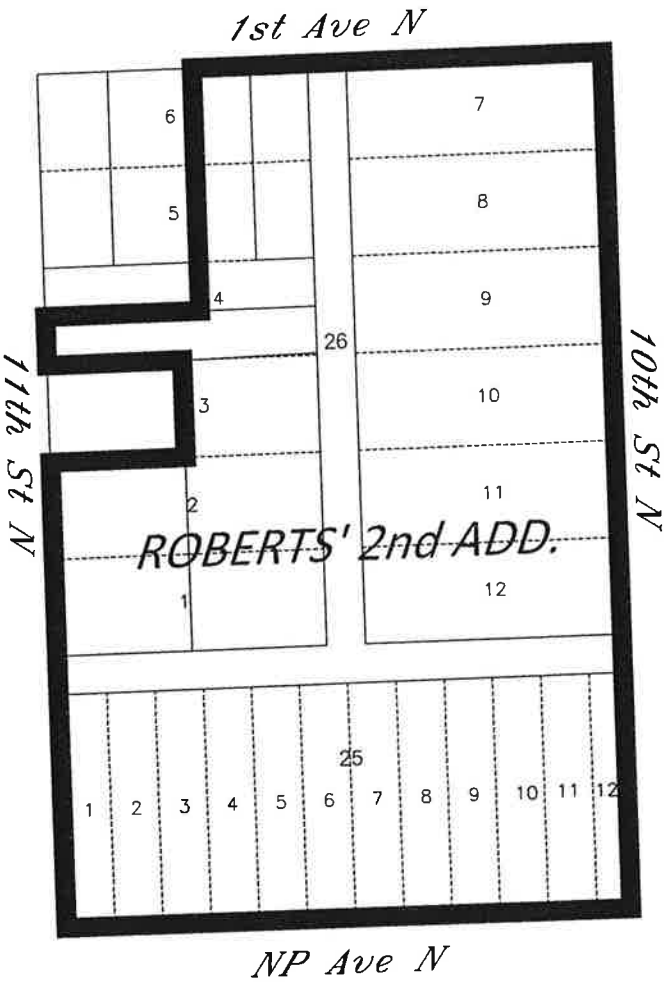
LOCATION:

The North 300 feet from Northern Pacific Avenue to 1st Avenue North and the West half between 10th Street North and 11th Street North.

COMPRISING:

Lots 1 through 12, inclusive, Block 25.
Lots 1 through 12, inclusive, Block 26.
All in Roberts 2nd Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

ALLEY PAVING

IMPROVEMENT DISTRICT NO. AN-21-A