

FARGO CITY COMMISSION AGENDA
Tuesday, February 18, 2025 - 5:00 p.m.

Executive Session at 3:30 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 3:30 p.m. and retire into Executive Session in the Red River Room for the purpose of negotiation discussions regarding offers received from WMF Properties LLC and Hazer Ventures LLC for the acquisition of portions of the City property west of the landfill. Discussing this negotiation in an open meeting will have a negative fiscal effect on the bargaining position of the City of Fargo. An Executive Session for this matter is authorized pursuant to North Dakota Century Code §44-04-19.1, subsection 9.

AND

The Board of City Commissioners will also discuss in Executive Session in the Red River Room exempt records pertaining to Security System Plans as provided for in North Dakota Century Code §§ 44-04-24 and 44-04-25. An Executive Session to discuss closed or confidential records is authorized by North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 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, February 3, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Application for Abatement or Refund of Taxes #4589 for property located at 6456 56th Avenue South requesting a reduction in value for 2023 from \$533,700.00 to \$485,200.00; staff is recommending a reduction in value to \$515,500.00 for 2023.
2. Application for Abatement or Refund of Taxes #4591 for property located at 1214 41st Avenue North requesting a reduction in value for 2023 from \$505,900.00 to \$450,800.00; staff is recommending a reduction in value to \$450,800.00 for 2023.
3. 2nd reading, waive reading and final adoption of an Ordinance Enacting Article 3-14 of Chapter 3 of the Fargo Municipal Code Relating to Conference Center and City Lodging Tax; 1st reading, 2/3/25.

4. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 20-0402(T) and 20-0403(C)(5) of Article 20-04 of Chapter 20, of the Fargo Municipal Code Relating to Use Standards and Accessory Uses; 1st reading, 2/3/25.
5. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Beardsley's Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 2/3/25.
6. 1st reading of an Ordinance Amending Section 8-0305, of Article 8-03, of Chapter 8, of the Fargo Municipal Code, Relating to Current License and Registration Required- Impoundment for Violation and Section 1-0305 of Article 1-03 of Chapter 1, of the Fargo Municipal Code, Relating to the Classification of Ordinance Violations.
7. 1st reading of an Ordinance Amending Section 25-1509, of Article 25-15, of Chapter 25, of the Fargo Municipal Code Relating to Restrictions on Sale, Service or Dispensing of Alcoholic Beverages.
8. Interim Financing Agreement, Series E with Garrison Diversion Conservancy District, Lake Agassiz Water Authority and City of Grand Forks for the Red River Valley Water Supply Project.
9. Extension of the Class "FA" Alcoholic Beverage License for Mexican Village II, LLP d/b/a Mexican Village until 6/30/25.
10. Applications for Games of Chance:
 - a. FM Walleye's Unlimited, Inc. for a raffle 4/3/25.
 - b. NDSU Lions Club for a raffle 4/2/25.
 - c. North Central Turfgrass Association for a raffle 2/26/25.
 - d. Red River Volkswagon Club for a raffle 7/26/25.
 - e. St. Joseph's School for a raffle 4/26/25.
 - f. Love Your Buns for a raffle 3/15/25.
 - g. Red River Valley Figure Skating Club for a raffle 3/16/25.
11. Bid award to Central Specialties, Inc. in the amount of \$562,302.20 for Project No. SN-25-A1.
12. Bid advertisement for Project No. PR-25-A.
13. Bid advertisement for Project No. QR-25-A.
14. Bid advertisement for Project No. TR-25-C.
15. Bid advertisement for Project No. TR-25-D.
16. Bid award to Northern Improvement Company in the amount of \$1,995,413.50 for Improvement District No. BR-25-F1.
17. Create Improvement District No. PR-25-E and adopt Resolution of Necessity (Asphalt Mill and Overlay).

18. Items from the FAHR Meeting:
 - a. Agreement with Rochester Armored Car Company, Inc. to include the addition of the Transit locations.
 - b. 2025 Program of Projects for Transit - Public Hearing to be held for final approval.
 - c. Agreement with the City of Moorhead for Federal Transit Grant Fund Distribution and related budget adjustment.
 - d. Reallocation of unspent funds from Project No. WW1707 for procurement of a hook and hoist refuse truck.
 - e. Additional Library security services expenses in the amount of \$23,385.00 and related budget adjustment (RFP25002).
19. Change Order No. 1 in the amount of \$2,883.25 for Fire Station No. 5 Renovation Project (electrical construction contract).
20. Bid award and associated Agreement for Vehicle Towing and Storage Services for the Inspections Department to Fargo Moorhead Towing of Fargo (RFP25064).
21. Resolution approving Plat of Avery Commons Addition.
22. Resolution approving Plat of Skyline Addition.
23. Submission of an application for the 2025 Digital Forensics LTP Grant Program to purchase the DATAPILOT Forensic Platform.
24. Extension of unpaid leave for Jeffery Kolrud through 3/2/25.
25. Extend the Services Agreement - Lawn Maintenance Services with Valley Green and Associates (RFP22037).
26. Extend the Services Agreement - Lawn Maintenance Services with JT Lawn Services (RFP23056).
27. Bid award to Northdale Oil, Inc. for fuel purchasing in the 3rd and 4th Quarters of 2025 and execute the Forward Fuel Contract (RFP25042).
28. Bills.

REGULAR AGENDA:

29. Application for Abatement or Refund of Taxes #4590 for the property located at 6480 56th Avenue South requesting a reduction in value for 2023.

PUBLIC HEARINGS - 5:15 pm:

30. **PUBLIC HEARING** – Section 5307 Federal Transportation Administration Grant Preliminary Program of Projects for 2025.
31. **PUBLIC HEARING** – Grafstrom First Addition (5401 and 5617 19th Avenue North, and 2101 57th Street North); approval recommended by the Planning Commission on 12/3/24:
 - a. Zoning change from AG, Agricultural to LI, Limited Industrial and AG, Agricultural.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Grafstrom First Addition.

32. Recommendation to approve the Request for Qualifications for professional event curation and management services at the Fargo Civic Center.
33. Liaison Commissioner Assignment Updates.
34. **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).**

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

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



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ASSESSOR'S OFFICE
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1340 | Fax: 701.241.1339
www.FargoND.gov

February 12, 2025

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4589. The application is for a residence located at 6456 56 Ave S. The application requests the following:

#4589 – for 2023, a reduction from \$533,700 to \$485,200

We have provided information regarding the valuation of this property and the reasons for a value adjustment. With the information provided by the owner and our staff appraiser's review, and based on the current condition and information of the property, we created new approaches to value and we feel a slight reduction is reasonable. The applicant has accepted the new proposed value.

The applicant has waived the city hearing on this abatement.

SUGGESTED MOTION:

**Approve a reduction of the property value at 6456 56 Ave S in the following manner:
#4589 – reduce the 2023 certified value to \$515,500.**

Sincerely,

Michael Splonskowski

Michael Splonskowski
Fargo City Assessor

Morken Residence

Parcel Number: 01-8449-01770-000

6456 56 Ave S

Owner: Michael and Susan Morken

Appeal of Assessment for Year: 2023

Name of Applicant: Michael and Susan Morken

2023 True & Full Value	533,700	\$321 / sf	
Applicants Requested Value(s)	485,200	\$292 / sf	- 9%
Sale Price (07/2018)	365,300	\$220 / sf	

General Property Information

Property Type	Single Family Dwelling
Year Built	2013
Building Story Height	One Story
Total Living Area (Above Grade)	1,663 sf
	5 Beds / 3 Baths

Staff Recommendation	515,500	\$306 / sf	-18,200 -3.41%
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Summary

The value of the subject property was reduced as part of the 2024 reappraisal efforts, and this is basis for the appeal of the previous years' valuation. The appellant believes that the value should not swing that much from year to year. No other evidence was provided in support of a reduction.

While we understand the concern of the appellant, we would point out that the federal interest rates didn't start being raised until March of 2022, and up to that time and after, there were large market increases due to low interest rates and bidding wars. We did not see the impact of the interest rate hike locally until the end of 2022 or early in 2023. We saw the median sale price rise 11% and 12% in two consecutive years prior to that. This means that some of the market swings were much larger than 12%, and we have evidence of over 30% swings in one year in some markets. The 2022 sales year, which the 2023 valuation was based on, was the second largest on record, with our ratio coming in at 86.6%, meaning we had to make large adjustments to come into compliance. So large swings in value are not only possible, but also to be expected during times of change.

As outlined elsewhere, mass appraisal is not always 100% accurate to each property's value and is rather used to try to ensure fairness in taxation. While the sales below support the 2023 value of the subject, we found that the assessment was on the high end when compared to similar properties, showing some inequity. We agree that, for equitable taxation purposes, the value is somewhat overstated.

The following homes are deemed most comparable to the subject. While we agree that the subject's 2023 value was over-stated, we think that the sales support a value higher than the requested value. Comparable sales range from \$276/SF to \$333/SF, with the median sales price at \$317/SF. The new proposed value would match the average sale price, and is supported overall, by the sales range. Comparably assessed properties range from \$294/SF to \$320/SF, with a median of \$310/SF, which supports the proposed new value.

Comparable Sales Summary

Address	Map Zone	Year Built	Size	Style	Beds	Baths	Garage Stalls	Sale Date	Sale Price (with SPUN)	Price \$/SF
6617 58 AVE S	Deer Creek	2016	1503	1 Story	5	3	3 Stall / Att	28-Oct-22	\$495,100	\$329.41
6067 68 ST S	Deer Creek	2017	1523	1 Story	5	3	3 Stall / Att	22-Aug-22	\$508,200	\$333.68
6417 56 AVE S	Deer Creek	2013	1503	1 Story	5	3	3 Stall / Att	25-Jul-22	\$457,900	\$304.66
5689 67 ST S	Deer Creek	2016	1677	1 Story	5	3	3 Stall / Att	19-Jan-22	\$463,000	\$276.09
									Median Average	\$317 \$310
Subject	Deer Creek	2013	1663	1 Story	5	3	3 Stall/Att	Proposed	\$515,500	\$310

Information provided above is a summary of the analysis conducted. Full analysis is provided in the Assessment Department's work file.

Morken Residence

Parcel Number: 01-8449-01770-000

6456 56 Ave S

Owner: Michael and Susan Morken

Competing Properties (Assessed Values) Summary

Address	Map Zone	Year Built	Size	Style	Beds	Baths	Garage Stalls	Tax Year	Assessed Value	Price \$/SF
5770 66 ST S	Deer Creek	2015	1517	2 Story	5	3	3 Stall/Att	2023	\$447,400.00	\$294.92
6431 59 AVE S	Deer Creek	2015	1550	2 Story	5	3	3 Stall/Att	2023	\$475,400.00	\$306.71
5728 66 ST S	Deer Creek	2015	1508	2 Story	5	3	3 Stall/Att	2023	\$467,800.00	\$310.21
6415 59 AVE S	Deer Creek	2016	1546	2 Story	5	3	3 Stall/Att	2023	\$480,200.00	\$310.61
6508 56 AVE S	Deer Creek	2013	1504	2 Story	5	3	3 Stall/Att	2023	\$470,100.00	\$312.57
									Median	\$310
									Average	\$309
Subject Before		2013	1663	1 Story	5	3		2023	\$533,700	\$321
Subject After								Proposed	\$515,500	\$310

Staff Recommendation: Reduce the true and full value for the 2023 tax year to \$515,500

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota

Assessment District FARGO City

County of CASS

Property I.D. No. 01-8449-01770-000

Name Michael C. & Susan M. Morken Telephone No. 701-261-6037

Address 6456 56" Ave South FARGO, ND. 58104

Legal description of the property involved in this application:
LOT 6 BLOCK 10 ADDITION: DEER CREEK ADDITION
ADDITIONAL DEER CREEK LT6 BIK10

Total true and full value of the property described above for the year 2023 is:
Land \$ 83,800
Improvements \$ 449,900
Total \$ 533,700
(1)

Total true and full value of the property described above for the year 2023 should be:
Land \$ 83,900
Improvements \$ 401,400
Total \$ 485,200
(2)

The difference of \$ 48,500 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) _____

RECEIVED
CASS CO AUDITOR
DEC 24 2024 4:10:35

RECEIVED
JAN 03 2025

FARGO ASSESSOR

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 365,300 Date of purchase: 8-15-2018
 Terms: Cash _____ Contract _____ Trade _____ Other (explain) MORTGAGE
 Was there personal property involved in the purchase price? NO Estimated value: \$ -
 yes/no

2. Has the property been offered for sale on the open market? NO If yes, how long? _____
 yes/no
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: NO Purpose of appraisal: _____
 yes/no
 Market value estimate: \$ _____
 Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ _____

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that MY VALUE GETS REDUCED TO THE 485,200 AMOUNT

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Michael C. Morken 12-24-24
Signature of Preparer (if other than applicant) Date Signature of Applicant Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor _____ Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor _____ Date _____

Application For Abatement
Or Refund Of Taxes

Name of Applicant Michael C + Susan H Morken
County Auditor's File No. 4589

Date Application Was Filed With The County Auditor 12/16/11

Date County Auditor Mailed Application to Township Clerk or City Auditor 12/30/11
(must be within five business days of filing date)



②

ASSESSOR'S OFFICE
Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1340 | Fax: 701.241.1339
www.FargoND.gov

February 12, 2025

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4591. The application is for a residence located at 1214 41 Ave N. The application requests the following:

#4591 – for 2023, a reduction from \$505,900 to \$450,800

We have provided information regarding the valuation of this property and the reasons for a value adjustment. With the information provided by the owner and our staff appraiser's review, and based on the current condition and information of the property, we created new approaches to value and we feel a reduction is reasonable. The applicant has accepted the new proposed value.

The applicant has waived the city hearing on this abatement.

SUGGESTED MOTION:

Approve a reduction of the property value at 1214 41 Ave N in the following manner:

#4591 – reduce the 2023 certified value to \$450,800.

Sincerely,

Michael Splonskowski

Michael Splonskowski
Fargo City Assessor

Schwarz Residence

Parcel Number: 01-2365-00204-000

1214 41st Ave N

Owner: Joshua & Taryn Schwarz

Appeal of Assessment for Year: 2023

Name of Applicant:	Joshua & Taryn Schwarz		
2023 True & Full Value	\$505,900	\$188 / sf	
Applicants Requested Value(s)	\$450,800	\$167 / sf	- 10.89%
General Property Information			
Property Type	Single Family Dwelling		
Year Built	1997		
Building Story Height	2 Story		
Total Living Area (Above Grade)	2,694 sf		
	3 Beds / 2.5 Baths		
Staff Recommendation	\$450,800	-\$55,100	-10.89%



Summary

Appellant appealed the 2023 true and full value, citing the value reduction in 2024 as evidence that the 2023 value was incorrect. Apart from that, the appellant has no value concerns.

Upon review, we found that the house received a reduction because of the 2024 recheck effort. While mass appraisal is a good tool overall for its purpose, it is not without problems, and this is one of them. Namely, that with a broad-brush approach, sometimes the detail work is not as accurate as it needs to be. When we did the recheck on this home, an adjustment for all windows being replaced and HVAC work have resulted in a reduction in value.

The house needs all new windows, the HVAC on the second floor was not put in correctly, or at all in some rooms, the porch steps are pulling away from house.

Given this data, we feel that a reduction of the 2023 value is well supported.

Comparable Sales Summary

Address	Map Zone	Year Built	Size	Style	Beds	Baths	Garage Stalls	Sale Date	Sale Price (with SPUN)	Price \$/SF
1511 55 th Ave S	Bennett	1999	2383	2 Story	4	4	3 Stall / Att	01/20/2021	\$426,600	\$179
1178 47 th Ave N	Trollwood	2003	3071	2 Story	4	3.5	3 Stall / Att	02/04/2021	\$500,000	\$163
3101 37 th ½ Ave S	Stone Bridge	1992	2216	2 Story	4	2.5	3 Stall / Att	10/29/2021	\$361,200	\$163
3016 37 Ave S	Stone Bridge	1993	2433	2 Story	4	3.5	2 Stall / Att	07/23/2021	\$410,100	\$169
3140 9 ½ St N.	Northport	1994	2814	2 Story	3	2.5	2 Stall / Att	06/09/2022	\$440,000	\$156
Subject	Trollwood	1997	2694	2 Story	3	2.5	3 Stall / Att	Proposed	\$473,400	\$176

Staff Recommendation: Reduce the 2023 assessment to \$450,800.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota

Assessment District Fargo

RECEIVED

County of Cass

Property I.D. No. 01-2365-00204-000

CASS CO AUDITOR

Name Joshua A & Taryn L Schwarz

Telephone No. (701) 320-3322

Address 1214 41st Ave N, Fargo, ND 58102

JAN 16 2025 PM 12:24

Legal description of the property involved in this application:

Lot: 1 Block: A RIVERWOOD REPLAT 2ND LOT 1, BLK A **07/15/96 SPL/FR 01-2365-00201-000 & 01-2365-0020 5-000

Total true and full value of the property described above for the year 2023 is:

Land	\$ <u>104,500</u>
Improvements	\$ <u>401,400</u>
Total	\$ <u>505,900</u>
	(1)

Total true and full value of the property described above for the year 2023 should be:

Land	\$ <u>104,500</u>
Improvements	\$ <u>346,300</u>
Total	\$ <u>450,800</u>
	(2)

The difference of \$ 55,100.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 340,000 Date of purchase: 8/25/2017
 Terms: Cash _____ Contract Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? No Estimated value: \$ 346,000
 yes/no

2. Has the property been offered for sale on the open market? No If yes, how long? _____
 yes/no
 Asking price: \$ _____ Terms of sale: _____

3. The property was independently appraised: No Purpose of appraisal: _____
 yes/no
 Market value estimate: \$ _____
 Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ 450,800

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that the 2023 assessed value be reduced from \$505,900 to \$450,800 and the overpayment of taxes be refunded.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached.

Dated _____

County Auditor Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest? yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor Date

Application For Abatement
Or Refund Of Taxes

Name of Applicant Joshua A & Terlyn L Schwarz
County Auditor's File No. 4591

Date Application Was Filed With The County Auditor 1/16/25

Date County Auditor Mailed Application to Township Clerk or City Auditor 1/16/25
(must be within five business days of filing date)

3

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING ARTICLE 3-14 OF CHAPTER 3
OF THE FARGO MUNICIPAL CODE RELATING TO CONFERENCE CENTER
AND CITY LODGING TAX

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

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

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

WHEREAS, the board of city commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

Section 1. Enactment.

Article 3-14 of Chapter 3 of the Fargo Municipal Code is hereby enacted as follows:

ARTICLE 3-14 – CONFERENCE CENTER AND CITY LODGING TAX

3-1401. Definition.--

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 3-1402. Tax on gross receipts.--A tax is hereby imposed upon gross receipts as defined
2 herein, which tax shall be computed on a monthly basis by each and every hotel, motel or other
3 accommodations located within the corporate limits of the city of Fargo. Said tax must be in addition
4 to the state sales tax on rental accommodations provided in chapter 57-39.2 and said tax must be in
addition to the existing city lodging tax imposed pursuant to Fargo municipal code, article 3-13. The
amount of such tax shall be three percent (3%) of the gross receipts to be initially placed in an
improvement construction fund of the city of Fargo in accordance with the home rule charter of the
city of Fargo, Article 3.V.

5 3-1403. Collection of tax.--The tax hereby imposed shall be computed by every retailer and
6 paid to the city of Fargo. Such computation shall be on a monthly basis and payment for each month
7 shall be made to the city on or before the 10th day of the following month. The payment shall be
8 accompanied by a report indicating the amount of gross receipts for the reporting period and shall be
certified by a certified public accountant or by the retailer, or managing officer thereof. The city may
retain up to 3% of the total amount collected for administrative costs.

9 3-1404. Dedication of Tax Proceeds—Conference Center Capital Construction Fund.--There
10 is hereby created a fund to be known as the conference center capital construction fund, and all taxes
11 collected pursuant to this ordinance, less costs of administration as hereinabove provided, shall
12 initially be placed in this fund and said fund, along with interest and other authorized investment
13 earnings, shall be utilized for costs associated with construction of a conference center, at a location
14 within the city of Fargo to be determined by a request for proposal process established by the board
15 of city commissioners of the city, and with ongoing capital projects, maintenance, operation and
16 functionally-related facilities (the "Projects"), all as the board of city commissioners of the city may
17 select. Such expenditures may be used to acquire property; enter into agreements; make, install,
construct or build improvements and engage in projects and activities as are necessary and appropriate
for such purposes. Interest earnings on such proceeds may be utilized for other such capital
improvements. Proceeds from such tax may be used to make direct payment for such expenditures
or improvements or may be pledged to amortize bonds or other debt instruments which may be sold
to finance such costs.

18 3-1405. Administration of fund.--The conference center capital construction fund shall be
19 administered by the city director of finance unless otherwise established by the board of city
commissioners by resolution or ordinance.

20 3-1406. Management, Operations, Maintenance and Budget.—Upon completion of
21 construction of the Projects, the city will be responsible for the management, operations and
22 maintenance of the Projects unless otherwise established by the board of city commissioners by
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 resolution or ordinance. The city may enter into one or more agreements by which some or all of the
2 tasks associated with such management, operations and maintenance are delegated to a third party.
3 An operating budget for the conference center and functionally-related facilities shall be established
4 annually by a person, firm or entity as determined by the board of city commissioners and such
5 operating budget shall be submitted to the board of city commissioners for its approval.

6 3-1407. Term.—The collection of the tax imposed by this article shall be for a term not to
7 exceed a period of twenty-five (25) years and the collection of the tax shall only be commenced once
8 the board of city commissioners has identified a specific project in accordance with the requirements
9 set forth in Article 3.V of the home rule charter of the city of Fargo. The date of commencement of
10 the collection of said tax and the period for such collection shall be established either by amendment
11 of this section or by separate ordinance. Furthermore, as provided by Article 3.V of the home rule
12 charter of the city of Fargo, if no project is identified, and the collection of the tax is not implemented
13 by December 31, 2028, authorization of the tax shall expire.

14 3-1408. Failure to comply—Penalty.--If any retailer shall fail to make payment as required
15 by this article or to file the necessary report within the time provided, or, if upon audit, is found to
16 owe additional tax, such retailer shall be subject to a penalty of 5% of the amount of tax due, plus
17 interest of 1% of such tax for each month of delay or a fraction thereof. The board of city
18 commissioners, if satisfied that the delay was excusable, may waive all or any part of such penalty
19 and interest. Any penalty and interest paid shall be utilized in the same manner as other receipts
20 under this chapter.

21 Section 2. Effective Date.

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

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

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

4

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20-0402(T) AND 20-0403(C)(5) OF ARTICLE 20-04
OF CHAPTER 20, OF THE FARGO MUNICIPAL CODE
RELATING TO USE STANDARDS AND ACCESSORY USES

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 of the North Dakota Century Code; and

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 20-0402(T) of Article 20-0402 of Chapter 20 of the Fargo Municipal Code is hereby amended to read as follows:

§20-0402 Use Standards

...

T. Non-farm Commercial Uses

1. A Non-farm Commercial Use shall not be allowed unless it has been reviewed and approved in accordance with the Conditional Use Review procedures of Sec. 20-0909. In acting upon Conditional Use Permit requests for such use, the Planning Commission shall consider the following factors:
 - a. The factors identified in Section 20-0909 (Conditional Use Permits).

- b. Whether adequate facilities and services including, but not limited to, sewage and waste disposal, domestic water, building construction and inspection, flood protection, gas, electricity, police and fire protection, and roads, as may be applicable are adequate under the circumstances. As part of the application for the Conditional Use Permit, the Zoning Administrator may require the applicant to obtain written comment from such facility and service providers as may be applicable.
2. The City Planner shall provide written notice of the Planning Commission public hearing in accordance with Section 20-0901-F except that the written notice shall be mailed to property owners within one (1) mile of the subject property. Notice of the Planning Commission's public hearing shall be published in accordance with Section 20-0901-F.
3. **Prohibited Uses.** Dispatch Centers, ~~Firearms and Ammunition Sales~~, and Adult Establishments as defined in Section 20-0403.C.5 are prohibited uses.
4. Unless otherwise expressly stated, Conditional Use Permits for Non-farm Commercial uses granted pursuant to Section 20-0909 shall automatically terminate upon sale or transfer of the property.

Section 2. Amendment.

Section 20-0403(5)(C) of Article 20-04 of Chapter 20 of the Fargo Municipal Code is hereby amended to read as follows:

§20-0403 – Accessory Uses

...

C. Home Occupations

Many types of work can be conducted at home with little or no effect on the surrounding neighborhood. The home occupation regulations of this section are intended to permit residents to engage in home occupations, while ensuring that home occupations will not be a detriment to the character and livability of the surrounding neighborhood. The regulations require that home occupations (an accessory use) remain subordinate to the allowed principal use (household living) and that the residential viability of the dwelling unit is maintained.

...

5.Prohibited Uses

a. Vehicle and Large Equipment Repair

Any type of repair or assembly of vehicles or equipment with internal combustion engines (such as autos, motorcycles, scooters, snowmobiles, outboard marine engines, lawn mowers, chain saws, and other small engines) or of large appliances

(such as washing machines, dryers, and refrigerators) or any other work related to automobiles and their parts is prohibited.

b. Dispatch Centers

Dispatch centers, where employees come to the site to be dispatched to other locations, are not allowed as home occupations.

c. Mortuaries

Mortuaries are not allowed as home occupations.

d. Animal Care, Grooming, or Boarding Facilities

Animal care or boarding facilities are not allowed as home occupations. This includes animal hospitals, kennels, stables and all other types of animal boarding and care facilities. Dog grooming services are also included as prohibited animal care or boarding facilities; however, to the extent such services would otherwise qualify as a Minor Home Occupation, dog grooming services may be allowed upon application as provided in paragraph 2, regarding Minor Home Occupations, above. In no event may dog grooming be allowed as a Major Home Occupation.

~~**e. Firearms and Ammunition Sales**~~

~~The sale of firearms and/or ammunition, and the production of ammunition for sale or resale are prohibited as home occupations.~~

~~**ef. Adult Establishments**~~

~~Adult establishments as defined in Sec. 20-1202 are not allowed as a home occupation.~~

...

Section 3. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

5

ORDINANCE NO. _____

1 AN ORDINANCE REZONING A CERTAIN PARCEL
2 OF LAND LYING IN BEARDSLEY’S ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

7 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
8 request on January 7, 2025; and,

9 WHEREAS, the rezoning changes were approved by the City Commission on February 3,
10 2025,

11 NOW, THEREFORE,

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

13 Section 1. The following described property:

14 Lot One (1), Block Four (4) of Beardsley’s Addition to the City of Fargo, Cass
15 County, North Dakota;

16 is hereby rezoned from “SR-3”, Single-Dwelling Residential, District to “UMU”, University
17 Mixed-Use, District.

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

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Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steve Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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AN ORDINANCE AMENDING SECTION 8-0305, OF ARTICLE 8-03,
OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE,
RELATING TO CURRENT LICENSE AND REGISTRATION REQUIRED-
IMPOUNDMENT FOR VIOLATION AND SECTION 1-0305 OF ARTICLE 1-03 OF
CHAPTER 1, OF THE FARGO MUNICIPAL CODE, RELATING TO THE
CLASSIFICATION OF ORDINANCE VIOLATIONS.

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment to Section 8-0305

Section 8-0305 of Article 8-03, of Chapter 8, of the Fargo Municipal Code, is amended as
follows:

8-0305. – Current license and registration required. ~~– Impoundment for violation.~~

A. It shall be unlawful for any person to commit any of the following acts:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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1. To operate, drive or park or the owner thereof knowingly to permit anyone to operate, drive or park, upon the streets of the city of Fargo, any motor vehicle, trailer or semi-trailer which is required to be registered pursuant to chapter 39-04, N.D.C.C., and which registration has been cancelled or revoked, or which is not registered.
2. To display or permit to be displayed, or to have in possession, any registration card or registration number plate knowing the same to be fictitious or to have been cancelled, revoked, suspended, or altered.
3. To lend any registration number plate or registration card to any person not entitled thereto, or knowingly permit the use of any registration number plate or registration card by any person not entitled thereto. ~~A vehicle not displaying the current license as required herein may be impounded in accordance with § 8-0126 of this chapter.~~
- ~~4. To operate, drive or park or the owner thereof knowingly to permit anyone to operate, drive or park, upon the streets of the city of Fargo, any motor vehicle, trailer, or semi-trailer which does not have attached thereto and displayed thereon a number plate, plates or validation tags assigned thereto by the North Dakota registrar for the current registration year, subject to the exemptions permitted in chapter 39-04, N.D.C.C.~~
4. To operate, drive, or park or the owner knowingly to permit anyone to operate, drive, or park, upon the streets of the city of Fargo, any motor vehicle which does not have attached and displayed two license plates and registration tabs assigned by North Dakota or other state or province for the current registration period, subject to the exemptions permitted in Chapter 39-04 of the North Dakota Century Code. Each number plate shall be clearly displayed in a horizontal and upright position, with one in the front and rear of the vehicle and must be securely fastened. Each plate must be mounted in a visible manner that clearly displays the registration number assigned to the vehicle and name of the state on the plate. The license plates must be kept free and clear of mud, dirt, ice, or snow as far as reasonably possible so as to be clearly visible.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 5. To operate, drive or park or the owner to knowingly permit anyone to operate,
2 drive, or park upon the streets of the city of Fargo any motorcycle or trailer
3 which does not have attached and displayed a number plate and registration tab

4 assigned by North Dakota or other state or province for the current registration
5 period, subject to the exemptions permitted in Chapter 39-04 of the North
6 Dakota Century Code. The number plate must be attached to the rear of the
7 motorcycle or trailer and may be displayed vertically. The license plate must be
8 mounted in a visible manner and clearly display the registration number
9 assigned to the motorcycle or trailer and the name of the state on the plate. The
10 license plate must be kept free and clear of mud, dirt, ice, or snow as far as
11 reasonably possible so as to be clearly visible.

12 B. It shall be unlawful to operate or drive a vehicle upon the streets of the city of Fargo
13 unless the operator thereof has a valid operator's license or permit as required by
14 law.

15 Section 2. Amendment to Section 1-0305

16 Section 1-0305 of Article 1-03, of Chapter 1, of the Fargo Municipal Code, is amended as
17 follows:

18 1-0305. – Classification of ordinance violations

19 ...

20 C. Violations of the following ordinances are noncriminal offenses and shall require
21 payment of a fee as follows:

22 ...

23 2. For a violation of the following ordinances, a fee of \$20.00.

 Section 8-0113 (unlawful use of skates/coasters), section 8-0304
 (registration card to be carried in the driver's compartment—inspection of
 card), section 8-0305(a)(1), section 8-0305(A)(4) (displayed license plates)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 and current motor vehicle registration required), section 8-0305(A)(5)
2 (displayed license plate and current motorcycle and trailer registration
3 required), section 8-0318 (operating motor vehicle on bicycle trail), section
4 8-0323 (license to be carried and exhibited on demand), section 8-0406
5 (pedestrian-control signal), section 8-0411 (alter traffic or railroad sign),

6 section 8-0412 (display unauthorized signs, signals or marking), section 8-
7 0707 (pedestrian crossing street where prohibited), section 8-0709(A)
8 (pedestrian walking in roadway), section 8-0710 (pedestrian soliciting rides
9 or business), section 8-0712 (pedestrian obstructing traffic), section 8-0901
10 (fail to display flag/light rear of load), section 8-0902 (improper tires),
11 section 8-0903 (improper horn), section 8-0904 (brakes required), section
12 8-0905 (mirrors required), section 8-0906 (obstructed vehicle
13 windshield/windows), section 8-0907 (windshield wipers required), 8-0908
14 (mufflers/exhaust system required), section 8-0909 (leaking or loose load),
15 section 8-0910 (lights/lamps fail to conform to state law), section 8-0911
16 (fail to display lighted lamps), section 8-0913 (illegal spotlights), section 8-
17 0914 (improper towing connection), section 8-0915 (reflectors/taillight
18 required on trailer), section 8-0916 (flashing lights prohibited), section 8-
19 0917 (illegal light on vehicle), section 8-0919(A) (riding on exterior of
20 vehicle), section 8-0919(B) (more passengers than capacity), section 8-
21 0919(C) (allow body to protrude from moving vehicle), section 8-0928
22 (modified suspension system), section 8-0929 (driving of vehicle in unsafe
23 condition unlawful), section 8-1003(A) thru (J) and (L) thru (S) (stopping,
 standing, parking prohibited in specific places), section 8-1013 (improper
 parking/obstructing traffic), section 8-1301(A) (following fire apparatus),
 section 8-1301(B) (driving vehicle within block of fire apparatus), section
 8-1302 (driving through parade/funeral procession), section 8-1304 (failure
 to obtain parade permit), section 8-1307 (opening and closing vehicle
 doors), section 8-1311 (improper start of parked vehicle), section 8-1317
 (coasting vehicle on downgrade prohibited), section 8-1318 (littering),
 section 8-1320(A) (operating snowmobile under 16 or allowing when
 prohibited), section 8-1320(B) (operating snowmobile in restricted area),
 section 8-1410 (traffic laws apply to persons riding bicycles), section 8-
 1411 (bicyclist to obey traffic control devices), section 8-1418 (riding
 bicycle on sidewalks-restrictions), section 8-1422 (bicycle accidents),
 section 8-1902 (cruising prohibited), article 8-20 (motorized scooters).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 3. Penalty.

A person who violates Fargo Municipal Code section 8-0305(A)(4) or section 8-0305(A)(5) shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305(C) of the Fargo Municipal Code, as may be amended from time to time.

Section 4. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

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AN ORDINANCE AMENDING SECTION 25-1509, OF ARTICLE 25-15,
OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE
RELATING TO RESTRICTIONS ON SALE, SERVICE OR DISPENSING
OF ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. amendment.

Section 25-1509, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, is amended as follows:

25-1509. - Restrictions on sale, service or dispensing of alcoholic beverages.

F. No licensee, his agent or employee shall sell, serve, consume or permit to be sold, served or consumed on the licensed premises any alcoholic beverages during the hours of closure, and in no situation, between the hours of 2:00 a.m. and 8:00 a.m.;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 nor shall any licensee, his agent or employees sell, serve or permit to be sold, served
2 or consumed on the licensed premises any alcoholic beverage on Christmas Day or
3 after 6:00 p.m. on Christmas Eve. Additionally, there shall be no off-sale sales allowed
4 after 2:00 a.m. on Thanksgiving Day or between the hours of 2:00 a.m. and 8:00 a.m.
5 on Sundays. For purposes of this provision, any person having a glass or other opened
6 container containing an alcoholic beverage in close proximity or otherwise available
7 for consumption shall be deemed to be consuming an alcoholic beverage.

8 G. All licensed premises shall be closed and locked not more than one-half hour after the
9 termination of business hours as specified in subsection (F) of this section and no
10 persons shall be permitted to remain on said premises thereafter except for the owner
11 and his employees for normal cleaning and maintenance activities; provided, that a
12 licensee may remain open for the purpose of providing food service and operate its
13 entertainment business, provided, however, that the licensee must comply with all
14 other terms of Article 25 and those of its State of North Dakota liquor license.

15 ***

16 Section 2. Penalty.

17 A person who violates any section within Fargo Municipal Code Article 25-15 unless
18 otherwise identified shall be deemed to have committed an infraction and shall be punished
19 as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time
20 to time.

21 Section 3. Effective Date.

22 This ordinance shall be in full force and effect from and after its passage, approval and
23 publication.

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:



OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

(8)

February 13, 2025

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

RE: Interim Financing Agreement, Series E for the Red River Valley Water Supply Project.

Dear Commissioners:

On January 21, 2025, you approved an Interim Financing Agreement, Series E with the Garrison Diversion Conservancy District, Lake Agassiz Water Authority and City of Grand Forks for the 2023-2025 biennial work plan for the Red River Valley Water Supply Project. Thereafter, counsel for Garrison Diversion Conservancy District informed the City that Garrison Diversion's bond counsel had non-substantive revisions to the Interim Financing Agreement which they requested be made for bonding purposes.

City staff have reviewed the requested revisions from the Garrison Diversion Conservancy District and do not have any issues with the requested revisions. These revisions are to Section 3.04 and to create Section 4.05. These revisions simply restate what have been in previous Interim Financing Agreements or otherwise previously agreed upon language.

Enclosed for your approval is the revised Interim Financing Agreement, Series E along with background information provided in the January 21, 2025, consent agenda.

Recommend Motion: I move to approve the enclosed form of the Interim Financing Agreement Series E, subject to legal review, for Fargo's proportion of the federal MR&I local cost share of the Red River Valley Water Supply Project 2023-2025 biennial work plan.

Sincerely,

Ian R. McLean

Assistant City Attorney

REPORT OF ACTION

UTILITY COMMITTEE

Project: Red River Valley Water Supply Project (RRVWSP) **Type:** Interim Financing Agreement Series E

Location: Water Treatment Plant

Date of Hearing: 1-15-2025

<u>Routing</u>	<u>Date</u>
City Commission	1-21-2025
Project File	

Bruce Grubb, PT Temporary Administrator, presented the attached cover memo and Interim Financing Agreement Series E related to unallocated federal funding eligible to be used for the 2023-2025 RRVWSP work plan. Mr. Grubb provided a ppt. presentation to further describe the Interim Financing Agreement Series E and local cost share obligations of the City of Fargo.

Background:

The City Commission previously approved Interim Financing Agreements Series A through D including a Series D Amendment. Recently, GDCD became aware of additional, unallocated funding of up to \$4.5 million through the Federal Municipal, Rural and Industrial Funding Program (MR&I) and up to \$1.5 million in available funding from the Water Infrastructure Revolving Loan Fund (WIRLF). Both of the funding sources are eligible to be applied to the Eastern North Dakota Alternative Water Supply (ENDAWS) federal components of the RRVWSP as reflected below:

ENDAWS Budget Features

<u>Project</u>	<u>Project Budget</u>
Biota WTP Site Development, Mass Grading and Tunnel Shaft/Wetwell Excavation Design	\$1,400,000
Biota WTP Piloting (6 months)	\$900,000
Biota WTP Supplemental Geotechnical Investigation	\$150,000
Electrical Service Extension Study (Central Power/HDR)	\$450,000
ENDAWS TM Contract 2 Design and Bidding Assistance	\$3,100,000
TOTAL	\$6,000,000

Local Cost Share Allocations for the Series E Federal MR&I Funding:

The cost share match of \$1.5 million would be financed with available WIRLF dollars through an infrastructure loan with the Bank of North Dakota. Fargo and Grand Forks have agreed to proportionally assume the WIRLF debt at this time, to be reimbursed in the future as additional small system participants commit to the RRVWSP.

ENDAWS Project Cost Distribution

MR&I Approved Funding	\$4.5 million
Local Cost Share	\$1.5 million
Total ENDAWS Project Costs	\$6.0 million

<u>City</u>	<u>Percentage</u>	<u>Local Share</u>
Fargo	78.75%	\$1,181,250
Grand Forks	21.25%	\$318,750
Total	100.00%	\$1,500,000

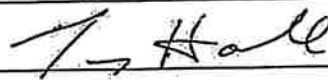
As with the previous interim financing agreements, Fargo's cost share for the Series E infrastructure loan will be included in the Water Utility financial model and budgeted for on an annual basis.

Motion:

On a motion by Troy Hall seconded by Mark Miller, the Utility Committee voted to approve the attached Interim Financing Agreement Series E for Fargo's proportion of the federal MR&I local cost share for the RRVWSP 2023-2025 biennial work plan.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous X</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner				
Susan Thompson, Director of Finance		X		
Brian Ward, Water Plant Superintendent		X		
Mark Miller, Water Reclamation Supt.		X		
Bruce Grubb, Temp. PT City Administrator		X		
Scott Liudahl, City Forester		X		
Scott Olson, Solid Waste Utility Director		X		
Jim Hausauer, Water Reclamation Utility Dir.				
Troy Hall, Water Utility Director		X		
Ben Dow, Public Works Operations Director		X		
Brenda Derrig, Assistant City Administrator		X		
Dan Portlock, Water Utility Engineer		X		

ATTEST:



 Troy Hall
 Water Utility Director

C: Mayor Mahoney
 Commissioner Piepkorn
 Commissioner Strand
 Commissioner Turnberg



Water Treatment Plant
 435 14th Avenue South
 Fargo, ND 58103
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January 9, 2025
MEMORANDUM

To: Utility Committee
From: Troy Hall, Water Utility Director
 Dan Portlock, Water Utility Engineer
 Bruce Grubb, PT Temporary Administrator
Subject: Red River Valley Water Supply Project (RRVWSP) – Interim Financing Agreement Series E

Attached for your reference, please find an *Interim Financing Agreement Series E* related to available federal Municipal, Rural and Industrial (MR&I) dollars and Water Infrastructure Revolving Loan Fund (WIRLF) dollars. The MR&I and WIRLF dollars are eligible to be used for the Eastern North Dakota Alternative Water Supply (ENDAWS) portions of the RRVWSP. The available federal MR&I funding is \$4.5 million and requires a 25% local cost share match of \$1.5 million. The cost share match of \$1.5 million would be financed with the available WIRLF dollars through an infrastructure revolving loan with the Bank of North Dakota. Fargo and Grand Forks have agreed to proportionally assume the local cost share at this time, to be reimbursed in the future as additional small system participants commit to the RRVWSP.

Background – Previous Interim Financing Agreements

The City Commission previously approved Interim Financing Agreements Series A through D including a Series D Amendment. The individual interim financing agreements were associated with separate State biennial work plan budgets. The previous interim financing agreements have been summarized below:

- **Series A** was associated with the 2017-2019 biennial work plan and subject to a 10% local cost-share. Fargo's share of the local cost-share was paid in the form of a one-time lump-sum payment of \$1,115,327.
- **Series B** was associated with the 2019-2021 biennial work plan and subject to a 25% local cost-share. Fargo's share of the local cost-share was paid in the form of a one-time lump-sum payment of \$1,447,781.
- **Series C** was associated with the 2021-2023 biennial work plan and subject to a 25% local cost-share. GDCD is financing the local cost-share through a 40-year, 2% infrastructure revolving loan with the Bank of North Dakota. Fargo's share of the local cost-share will be in the form of equal annual debt service payments of \$475,244/yr.
- **Series D** is associated with the 2023-2025 biennial work plan and subject to a 25% local cost-share. Series D includes the local cost-share obligations of Fargo and Grand Forks only (81.16%). GDCD is financing the local cost-share through a D1 infrastructure revolving loan with the Bank of North Dakota. The loan terms include 40-years at 2% with shaped debt including a deferral followed by interest only payments for the next 3-years. Fargo's share of the local cost-share will be in the form of shaped annual debt service payments starting at \$1,877,196/yr. in 2024.
- **Series D Amendment** is associated with the 2023-2025 biennial work plan and subject to a 25% local cost-share. The Series D Small Systems Amendment includes the other small user's cost-share obligations (18.84%). GDCD is financing the local cost-share through a D2 infrastructure revolving loan with the Bank of North Dakota. a 40-year, 2% infrastructure revolving loan with the Bank of North Dakota. The loan terms include 40-years at 2% with shaped debt including a deferral followed by

interest only payments for the next 3-years. Fargo's share of the local cost-share will be in the form of shaped annual debt service payments starting at \$1,877,196/yr. in 2024.

Interim Financing Agreement Series E

GCD became aware of additional, unallocated funding of up to \$4.5 million through the Federal Municipal, Rural and Industrial Funding Program (MR&I) and up to \$1.5 million in available funding from the Water Infrastructure Revolving Loan Fund (WIRLF). Both of the funding sources are eligible to be applied to the ENDAWS federal components of the RRVWSP as reflected below:

ENDAWS Budget Features

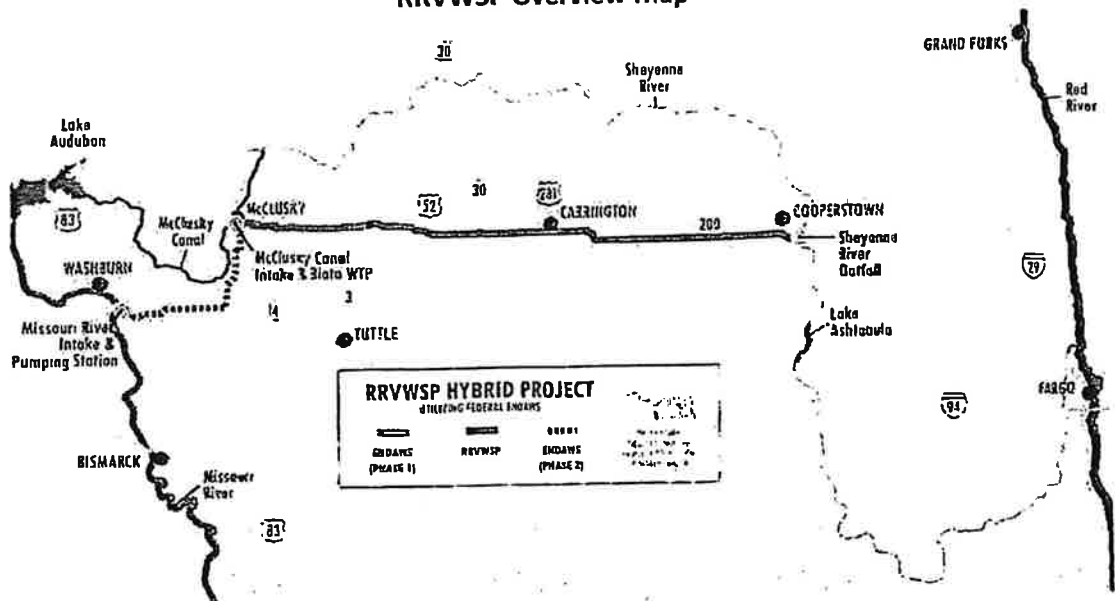
<u>Project</u>	<u>Project Budget</u>
Biota WTP Site Development, Mass Grading and Tunnel Shaft/Wetwell Excavation Design	\$1,400,000
Biota WTP Piloting (6 months)	\$900,000
Biota WTP Supplemental Geotechnical Investigation	\$150,000
Electrical Service Extension Study (Central Power/HDR)	\$450,000
ENDAWS TM Contract 2 Design and Bidding Assistance	\$3,100,000
TOTAL	\$6,000,000

ENDAWS Project Cost Distribution

MR&I Approved Funding	\$4.5 million
Local Cost Share (WIRLF)	\$1.5 million
Total ENDAWS Project Costs	\$6.0 million

<u>City</u>	<u>Percentage</u>	<u>Local Share</u>
Fargo	78.75%	\$1,181,250
Grand Forks	21.25%	\$318,750
Total	100.00%	\$1,500,000

RRVWSP Overview Map



SUGGESTED MOTION

Approve the attached Interim Financing Agreement Series E for Fargo's proportion of the federal MR&I local cost share for the Red River Valley Water Supply Project 2023-2025 biennial work plan.

Your consideration in this matter is greatly appreciated.

- C: Tim Mahoney, Mayor/LAWA Chair
- Mike Redlinger, City Administrator
- Brenda Derrig, Assistant City Administrator
- Ian McLean, Assistant City Attorney
- Katie Schmidt, LAWA Attorney
- Merri Mooridian, Garrison Diversion Conservancy District

**INTERIM FINANCING AGREEMENT
SERIES E**

**BY AND BETWEEN
GARRISON DIVERSION CONSERVANCY DISTRICT
AND
LAKE AGASSIZ WATER AUTHORITY
AND
CITY OF FARGO, NORTH DAKOTA
AND
CITY OF GRAND FORKS, NORTH DAKOTA**

Dated as of _____, 2025

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INTERIM FINANCING AGREEMENT, SERIES E

THIS INTERIM FINANCING AGREEMENT, SERIES E (the “Series E Agreement”), is entered this ____ day of _____, 2025 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); and CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); individually, a “Party,” and collectively, the “Parties.” This Series E Agreement addresses the local cost share funding agreement for further design of the Eastern North Dakota Area Water Supply (“ENDAWS”).

WHEREAS, the State of North Dakota, acting through the legislature, created Garrison Diversion in order to, among other things, construct, own and operate the Garrison Diversion Unit (the “GDU”) of the Missouri River basin project, and to develop municipal, rural and industrial water supplies, irrigation and recreation. The legislature also authorized Garrison Diversion to acquire, construct, improve and own the Red River Valley Water Supply Project (the “Project”) and sell a bulk water supply to end users; and

WHEREAS, the State of North Dakota, acting through the legislature, created LAWA to, among other things, acquire, construct, improve, own, and utilize the Project, to store and distribute water to eastern and central North Dakota, and to provide for the supply and distribution of water to the people of eastern and central North Dakota through the bulk purchase of water from Garrison Diversion for beneficial and public uses; and

WHEREAS, the State of North Dakota, acting through the legislature, authorized LAWA to enter one or more contracts to acquire bulk water from Garrison Diversion; and

WHEREAS, Garrison Diversion intends to finance, construct, own and operate the Project, and thereafter to sell to LAWA, and LAWA intends to purchase from Garrison Diversion all or a portion of the water derived therefrom as determined in accordance with a Project Participation and Water Supply Agreement (“PPA”, which is currently being negotiated), as well as this, prior and possibly more future interim financing agreements for design, planning, construction and operations before the PPA is entered into; and

WHEREAS, Garrison Diversion and LAWA agree to have Garrison Diversion finance, construct, own and operate a water supply and distribution system that will ultimately convey water from the Missouri River and/or the GDU System to LAWA, with initial construction governed by the terms set forth herein; and

WHEREAS, the Parties have not completed negotiations of the PPA and are still identifying which entities will ultimately participate in the Project. Garrison Diversion, LAWA, Fargo, and Grand Forks enter this Series E Agreement subject to the Parties’ obligations in certain previous Project financing agreements, including the Cooperation Agreement dated May 8, 2020, Interim Financing Agreement Series A dated November 15, 2020, Interim Financing Agreement Series B dated November 15, 2020, Interim Financing Agreement Series C dated August 5, 2021, Interim Financing Agreement Series D dated November 1, 2023, and Interim Financing Agreement Series D – Small Systems Amendment dated January 1, 2025. Through this Series E Agreement, the Parties wish to continue with design of the

ENDAWS component of the Project (“ENDAWS Project Costs,” see Exhibit A) despite not having final agreements in place on the PPA; and

WHEREAS, Fargo and Grand Forks herein agree to pay the entire local cost share of the ENDAWS Project Costs not otherwise covered by the State cost share, including any other non-reimbursable costs (collectively referred to as “Local Project Costs”). Fargo and Grand Forks’ respective financial obligations are prorated between them based upon each city’s water supply nomination and their resultant cost allocation percentages from the most recently adopted Tiered Cost Allocation Model. These payments are made by Fargo and Grand Forks on behalf of LAWA. Their respective payment obligations for the ENDAWS Project Costs are identified herein on Exhibit B, subject to reimbursement from other Project participants through the PPA once all Project participants are identified and the PPA is signed.

WHEREAS, Garrison Diversion and LAWA entered into a Cooperation Agreement dated May 8, 2020, which governs their general relationship. The terms of the Cooperation Agreement are incorporated herein by reference as if the terms are stated herein, and they apply to Fargo and Grand Forks in the same manner they apply to LAWA. If the specific terms of this Series E Agreement are inconsistent with the Cooperation Agreement in any manner, the terms of this Series E Agreement govern; and

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, Garrison Diversion, LAWA, Fargo, and Grand Forks agree as follows:

**ARTICLE I.
DEFINITIONS AND INTERPRETATION**

Section 1.01 DEFINITIONS: All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Series E Agreement and as defined in the Cooperation Agreement unless a different meaning clearly applies from the context.

“CFS” shall mean cubic feet per second.

“Cooperation Agreement” means an agreement entered into between Garrison Diversion and LAWA dated May 8, 2020, which governs their general relationship.

“Debt Obligation” means any loan, note, bond, credit facility or other security instrument issued by a party to this Series E Agreement to provide either temporary or permanent financing of the Project.

“ENDAWS” means the Eastern North Dakota Area Water Supply, which is a Federal component of the Project that runs from an intake on the McClusky Canal to the RRVWSP main transmission pipeline.

“Interim Financing Agreement Series A” means the Interim Financing Agreement, Series A, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“Interim Financing Agreement Series B” means the Interim Financing Agreement, Series B, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“Interim Financing Agreement Series C” means the Interim Financing Agreement, Series C, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated August 5, 2021.

“Interim Financing Agreement Series D” means the Interim Financing Agreement, Series D, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 3, 2024.

“Interim Financing Agreement Series D – Small Systems Amendment” means the Interim Financing Agreement, Series D – Small Systems Amendment, by and between Garrison Diversion, LAWA, City of Carrington, City of Cooperstown, City of Fargo, City of Grand Forks, City of Hillsboro, City of Mayville, and City of Valley City, dated January 1, 2025.

“Interim Financing Agreement Series E” or “Series E Agreement” shall mean this Agreement.

“Project” means the Red River Valley Water Supply Project.

SECTION 1.02 INTERPRETATION. The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Series E Agreement. Any and all exhibits to this Series E Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined herein. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Series E Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Series E Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This Series E Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Series E Agreement or some provision of it or because that Party relies on a provision of this Series E Agreement to protect itself. The Parties acknowledge and agree that this Series E Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Series E Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Series E Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Series E Agreement, this Series E Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

**ARTICLE II.
CONSTRUCTION CONTEMPLATED**

Section 2.01 INTENT. Through this Series E Agreement, Garrison Diversion, subject to reimbursement from Fargo and Grand Forks, agrees to finance the local cost share to allow Garrison Diversion to continue the development of the ENDAWS design and planning. The budget for the ENDAWS Project Costs is attached as Exhibit B, and the items to be financed through this Series E Agreement from ENDAWS Project Costs are identified in detail in Exhibit A.

Section 2.02 MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT. As indicated in the Cooperation Agreement, LAWA will work collaboratively with Garrison Diversion in the planning, construction, and operation and maintenance for the Project. Additionally, LAWA and LAWA Members will continue to negotiate the PPA with Garrison Diversion that addresses capital repayment and operation and maintenance agreements on the full Project, as well as a water supply component outlining the agreement and terms on which LAWA and/or its member entities will purchase a bulk water supply from Garrison Diversion. Regardless of which member entities participate in this Series E Agreement, LAWA will be the point of contact for the users and will represent all LAWA member entities in discussion. Garrison Diversion will apprise LAWA of any LAWA user meetings on the Project and offer LAWA an opportunity to participate in any such user meetings.

Section 2.03 PROJECT GENERALLY. As indicated in the Cooperation Agreement and unless otherwise agreed between the Parties, Garrison Diversion shall finance, design, build, construct, own, maintain, and operate the features contemplated by this Series E Agreement. Garrison Diversion, in cooperation with LAWA as identified herein, may choose to use any legally authorized project delivery method to design, construct, own, maintain, and/or operate the construction features, as agreed under the terms of this, past and future agreements.

Section 2.04 CONTRACT INPUT. As indicated in the Cooperation Agreement, Garrison Diversion will present all draft contracts and consultant task orders to LAWA for review and seek input from LAWA on the terms of the agreements and financial considerations. The provisions governing Garrison Diversion and LAWA engagement provided in the Cooperation Agreement apply to this Series E Agreement and are not restated herein, including those provisions governing contracts, task orders, consultant communication, and decision-making.

**ARTICLE III.
COST SHARE COMPONENTS**

Section 3.01 COST SHARE FOR ENDAWS PROJECT COSTS. Up to \$4.5 million is available from Federal Municipal, Rural and Industrial Funding ("MR&I") and up to \$1.5 million is available from the Water Infrastructure Revolving Loan Fund ("WIRLF") for the ENDAWS Project Costs. The Parties plan to utilize these funds to continue designing the ENDAWS components of the Project. The available MR&I Funding will provide the seventy-five percent (75%) State cost share of eligible costs, with the 25% local cost share and any non-reimbursable costs paid by Garrison Diversion using the WIRLF loan proceeds, subject to reimbursement of loan payments by Fargo and Grand Forks on behalf of LAWA. Garrison Diversion will obtain LAWA's approval of task orders that will obligate local cost share payments under this Section. After obtaining LAWA's approval of task orders, Garrison Diversion will diligently pursue the work contemplated thereunder. Garrison Diversion will manage contracts and consultants. Garrison Diversion will initially pay all related ENDAWS Project Costs, subject to seventy five percent (75%) reimbursement from the State and twenty five percent (25%) paid for

through the WIRLF loan proceeds, with loan payment reimbursement from Fargo and Grand Forks. Fargo and Grand Forks' payments will be included and offset upon execution of the PPA, which will true up and recalculate each Participant's share of the overall Project Costs. The Local Project Cost will consist of the local 25% cost share of reimbursable costs plus any non-reimbursable costs.

Section 3.02 INITIAL COST RESPONSIBILITY. This Series E Agreement solely addresses Fargo and Grand Forks' responsibility for their share of the initial costs associated with and limited to the specific categories identified in Exhibit A through the earlier of (1) the date the PPA is fully executed, or (2) the completion of the scope of work and so long as there are budgeted funds available to complete the approved budget items.

Section 3.03 GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST. As set forth herein, Garrison Diversion is responsible for initially financing the Local Project Costs and will do so by obtaining financing from the Bank of North Dakota (the "BND Loan"). The legislatively authorized repayment terms of the Bank of North Dakota financing will include a forty (40) year loan repayment term, two percent (2%) interest rate, a 2-year deferral period upon closing of the loan, and 3 year repayment of interest only in years 3 through 5 after the closing of the loan, and a period of shaped principal and interest in years 6-40 of loan repayment. The Parties understand and agree that Fargo and Grand Forks will repay their respective proportions of Garrison Diversion's cost of financing and debt service on the financing as part of their payment obligations to Garrison Diversion, details of which will be included in the BND loan package.

Section 3.04 PAYMENT BY FARGO AND GRAND FORKS. Fargo and Grand Forks will each reimburse Garrison Diversion for their respective proportion of Local Project Costs, subject to the maximums identified in Exhibit B, plus debt service and financing costs identified herein. Once the loan payment schedule is established in an Addendum that includes the loan package, Fargo and Grand Forks will be responsible for payment of their proportionate percent share of each loan payment as identified in Exhibit B, to be paid at least 10 days in advance of Garrison Diversion's loan payment due date. Fargo will make payment to Garrison Diversion amounting to 78.75% of each loan payment due for the BND Loan from legally available revenues which are irrevocably pledged to payment thereof, and Grand Forks will make payments amounting to 21.25% of each loan payment due for the BND Loan from legally available revenues which are irrevocably pledged to payment thereof. All payments made by Fargo and Grand Forks will be deemed to be made on behalf of LAWA and will meet Fargo and Grand Forks' contribution requirements for Local Project Costs on behalf of LAWA. Fargo and Grand Forks do not have the authority to seek reimbursement from the other LAWA member entities for the funds they pay pursuant to this Series E Agreement, but the payments will be used to offset their contribution obligations when the funding responsibilities are trued-up amongst all Project participants in the PPA.

Section 3.05 REFUNDING. Fargo and Grand Forks agree that the funds they pay pursuant to this Series E Agreement are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the infrastructure described in Exhibit A. If no construction contract is issued or if the Project is delayed indefinitely, as determined by Garrison Diversion and LAWA, Garrison Diversion will return any remaining unused funds remitted to Fargo and Grand Forks in proportion to the amounts each paid.

Section 3.06 PROJECT RISKS. The Parties acknowledge and agree that there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project. This includes, by way of illustration and not limitation, the

following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA, and/or the Garrison Diversion; (iv) environmental risks; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approvals, Federal permits, or additional Federal environmental review; (vii) the Federal Government's decision regarding any permitting or approvals required for the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; (ix) climate change and variability; and (x) political interference at the local, state, federal, or tribal level. That said, any increase in the identified budgeted costs would require approval of the LAWA Board and Garrison Diversion.

Section 3.07 ASSIGNMENT. This Series E Agreement (and any interest herein or hereunder) may not be assigned, transferred, pledged, hypothecated, or encumbered without the prior written consent of the other Parties.

ARTICLE IV. FINANCING AND INVOICING

Section 4.01 FINANCING ADMINISTRATION. Garrison Diversion will lead planning, design, construction, operation and maintenance of the items that are subject to this Series E Agreement. Garrison Diversion will advance funds for the initial work, subject to reimbursement from the State and LAWA through Fargo and Grand Forks. Fargo and Grand Forks will use whatever sources of funds available to them to make payments, with no expectation that they will issue Debt Obligations.

Section 4.02 SEPARATE PROJECT FUND. Garrison Diversion has a Project Fund for the financial administration of the Project. The Project Fund is a separate fund used by Garrison Diversion only to pay costs and expenses that, under accepted accounting practices, constitute costs necessarily incurred to construct the Project, including but not limited to land, easements, buildings, structures, administration costs, office space, vehicle costs, and all other costs related to Project implementation, along with machinery and equipment, and the cost of all architectural, engineering, legal and other professional services, printing and publication, and other costs reasonable, necessary, and incidental thereto, including issuance costs as it relates to the work contemplated under this Series E Agreement.

Section 4.03 INVOICES AND PAYMENT. Garrison Diversion will use the proceeds of a BND WIRLFL loan to pay for labor, material, services, or other expenses relating to the work contemplated under this Series E Agreement, with bond payments made to Garrison Diversion upon the scheduled identified on the loan documentation that will be added as an Addendum to this Agreement. If the Parties jointly agree to issue any contracts prior to the loan actually being funded, any contractor payments due prior to loan funding will be paid by Fargo and Grand Forks, subject to later credit on loan payment obligations. If that happens, Garrison Diversion will submit timely invoices to Fargo and Grand Forks for reimbursement. Subject to any dispute by Fargo or Grand Forks, each will remit their respective percentage payment on an invoice for any undisputed balance within thirty (30) calendar days after receiving an invoice.

Section 4.04 DISPUTE. If Fargo or Grand Forks disputes any portion of a Garrison Diversion invoice, any undisputed portion of the invoice must be paid within thirty (30) days of the receipt of invoice. For any portion of an invoice in dispute, the disputing party must provide an explanation in writing regarding the specific basis of the dispute. Garrison Diversion will review the explanation and provide a written response within thirty (30) days of the receipt of the disputing party's explanation. If the Parties' staff members are unable to help the Parties reach consensus, representatives of each Party will follow the dispute resolution process outlined in the Cooperation Agreement.

Section 4.05 2021-2023 BIENNIUM CREDIT AGREEMENT.

The Parties agree that the financing arrangements set forth in the 2021-2023 Biennium Credit Agreement shall remain in full force and effect. The Parties intend that the 2021-2023 Biennium Credit Agreement and the financing arrangements set forth in this Series E Agreement shall remain in effect until the Parties enter into a PPA or as otherwise agreed to in a future interim financing agreement. Provided, the 2021-2023 Biennium Credit Agreement shall remain in full force and effect until terminated in accordance with Section 2.07 of the 2021-2023 Biennium Credit Agreement. The parties agree that Bank of North Dakota's rights as a third-party beneficiary, as set forth in Section 3.01 of the 2021-2023 Biennium Credit Agreement, shall remain in full force and effect.

**ARTICLE V.
TERMINATION AND STAY**

Section 5.01 TERM. This Series E Agreement will be valid through June 30, 2027, or until the funds authorized and approved hereunder are spent on the identified construction expenses, whichever occurs later, provided that any and all payments due and owing by Fargo and Grand Forks at the time of termination of this Series E Agreement must be fully paid before Fargo or Grand Forks' responsibilities to make payments hereunder pursuant to the loan agreement will terminate.

Section 5.02 TERMINATION BY MUTUAL AGREEMENT. The Parties may mutually agree, in writing, to terminate this Series E Agreement. Any and all payments due and owing by Fargo and Grand Forks at the time of termination of this Series E Agreement must be fully paid before Fargo's and Grand Forks' responsibility to make payments hereunder will terminate.

Section 5.03 COST SHARE THRESHOLD. The Cost Share Threshold termination provision of the Cooperation Agreement does not apply to this Series E Agreement.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01 ENTIRE AGREEMENT. This Series E Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Series E Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter of this Interim Financing Agreement Series E. This Series E Agreement incorporates all provisions of the Cooperation Agreement between LAWA and Garrison Diversion, as if all provisions were included herein unless a contrary provision is included herein.

Section 6.02 NOTICE. All notices under this Series E Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to Garrison Diversion:

General Manager
Garrison Diversion Conservancy District Headquarters
PO Box 140

Carrington, ND 58421

If to LAWA:

LAWA Board Chair
Lake Agassiz Water Authority
PO Box 140
Carrington, ND 58421

If to Fargo:

City Administrator
Fargo City Hall
225 4th St. N
Fargo, ND 58102

If to Grand Forks:

City Administrator
Grand Forks City Hall
255 N 4th St.
Grand Forks, ND 58203

Section 6.03 GOVERNING LAW. This Series E Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Series E Agreement shall be venued in Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.

Section 6.04 SEVERABILITY. Each provision, section, sentence, clause, phrase, and word of this Series E Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Series E Agreement.

Section 6.05 MODIFICATIONS. Any modifications or amendments to this Series E Agreement must be in writing and signed by all Parties to this Series E Agreement.

Section 6.06 BINDING EFFECT. This Series E Agreement shall be for the benefit of and may be enforced only by the Parties and is not for the benefit of and may not be enforced by any third party.

Section 6.07 REPRESENTATION. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Series E Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

Section 6.08 HEADINGS. Headings in this Series E Agreement are for convenience only and will not be used to interpret or construe its provisions.

Section 6.09 REPRESENTATION OF AUTHORITY. Each Party signing this Series E Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Series E Agreement and that the Series E Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Section 6.10 FORCE MAJEURE. A Party shall not be held responsible for any delay or failure in performance of any part of this Series E Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing

party. The affected Party will notify the other Parties in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) days from the date the other Parties receive notice under this section, the non-affected Parties will have the right, without any liability to the other Parties, to terminate this Series E Agreement. Ongoing litigation and any construction injunction do not qualify as force majeure events. A force majeure event identified for the purposes of this Agreement will not impact the obligations of Fargo and Grand Forks to pay any loan obligations required to be paid by Garrison Diversion.

Section 6.11 COUNTERPARTS; ELECTRONIC SIGNATURES. This Series E Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, Garrison Diversion, LAWA, Fargo, and Grand Forks caused this Series E Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Garrison Diversion Conservancy District

The governing body of the Garrison Diversion Conservancy District approved this Series E Agreement on the _____ day of _____, 2025.

GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate

By: _____
Jay Anderson, Chair

ATTEST:

Secretary

Signature Page for the Lake Agassiz Water Authority

The governing body of the Lake Agassiz Water Authority approved this Series E Agreement on the _____ day of _____, 2025.

LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate

By: _____
Dr. Timothy Mahoney, Chair

ATTEST:

Secretary

Signature Page for the City of Fargo

The governing body of the City of Fargo approved this Series E Agreement on the _____ day of _____, 2025.

City of Fargo, a governmental agency, body politic and corporate

By: _____
Dr. Timothy Mahoney, Mayor

ATTEST:

Secretary

Signature Page for the City of Grand Forks

The governing body of the City of Grand Forks approved this Series E Agreement on the _____ day of _____, 2025.

City of Grand Forks, a governmental agency, body politic and corporate

By: _____
Brandon Bochenski, Mayor

ATTEST:

Secretary

**EXHIBIT A
ENDAWS BUDGET FEATURES**

Project	Project Development Budget
Blota WTP Site Development, Mass Grading, and Tunnel Shaft/Wetwell Excavation Design	1,400,000
Blota WTP Piloting (6 months)	900,000
Blota WTP Supplemental Geotechnical Investigation	150,000
Electrical Service Extension Study (Central Power/HDR)	450,000
ENDAWS TM Contract 2 Design and Bidding Assistance	3,100,000

TOTAL: \$6,000,000

**EXHIBIT B
Local ENDAWS Project Cost Distribution**

MR&I approved funding: \$6 million

Local Cost Share Required: \$1.5 million

ENDAWS Project Costs		
\$6,000,000		
Local Cost Share – 25%		
<i>City</i>	<i>Percentage</i>	<i>Local Cost Share</i>
Fargo	78.75%	\$1,181,250
Grand Forks	21.25%	\$318,750
Total	100.00%	\$1,500,000

**ADDENDUM NO. 1
FINAL LOAN PACKAGE**

[To be added upon execution of loan package]

9

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Liquor License Extension – Mexican Village
DATE: February 3, 2025

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from Mexican Village until June 30, 2025

Mexican Village closed at the end of the year after many years of operation in Fargo. The owners are requesting an extension of ordinance 25-1512 in order to sell the building and liquor license. The owners have found a party interested in purchasing the building and the liquor license and need the extension to continue negotiations of the sale.

Please see the attached letter from the company.

Please approve an extension of 25-1512 for Mexican Village until June 30, 2025.

Recommended Motion:

Move to approve an extension of the requirements of 25-1512 for Mexican Village until June 30, 2025.

2/7/2025
City Auditor's Office
City of Fargo
225 4th Street North
Fargo, ND 58102-4817

Attention: Steven Sprague, City Auditor

Dear Mr. Sprague,

We are requesting an exemption from section 25-1512 of the Fargo Municipal Code until June 30, 2025, for the liquor license associated with Mexican Village II LLP located at 3155 45th St S, Fargo. We intend to transfer the license to the new landowner. The purchase agreement is available if required.

Sincerely,
Steve and Karen Bush



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 8336 (9-2023)

100 ✓

Applying for (check one)
 Local Permit Restricted Event Permit
 Games to be conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group: EM Walleyes Unlimited, Inc. Dates of Activity (Does not include dates for the sales of tickets): 4-3-2025

Organization or Group Contact Person: Dave Wisness E-mail: dave.wisness@emwalleyes.com Telephone Number: 701-361-5999

Business Address: P.O. Box 1017 City: Moorhead State: MN ZIP Code: 56560

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

SITE INFO

Site Name: Ramada by Wyndham Fargo County: Cass

Site Physical Address: 3333 13th Ave S City: Fargo State: ND ZIP Code: 58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.):
Raffle 4-3-2025

PRIZE / AWARD INFO (If more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	<u>German Live Scope plus Ice Fishing Bundle</u>	\$ <u>3,299.99</u>
Total (limit \$40,000 per year)		\$ <u>3,299.99</u>

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: Help Fund Fire Walleyes youth education to promote conservation, sportsmanship and education

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

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

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

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

EM Walleyes

Printed Name of Organization Group's Permit Organizer: Dave Wisness Telephone Number: 701-361-5999 E-mail Address: dave.wisness@emwalleyes.com

Signature of Organization Group's Permit Organizer: [Signature] Title: President Date: 12-5-2024

2/11/25



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

106

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

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

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

ORGANIZATION INFO

Name of Organization or Group NDSU Lions Club		Dates of Activity (Does not include dates for the sales of tickets) 04/02/2025	
Organization or Group Contact Person Kailee Illies	E-mail kailee.illies@ndsu.edu	Telephone Number (507) 358-8087	
Business Address 120 Memorial Union, Dept. 2837 P.O. Box 6050	City Fargo	State ND	ZIP Code 58108
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name NDSU Memorial Union		County Cass	
Site Physical Address 1401 Administration Ave	City Fargo	State ND	ZIP Code 58105

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
 Raffle Drawing on 04/02/2025

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Movie Night Gift Basket	\$49.04
Raffle	Spa Day Gift Basket	\$49.89
Raffle	Student Study Gift Basket	\$49.71
Total (limit \$40,000 per year)		\$ 148.64

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
 Purchasing current urgent needs for YWCA Cass/Clay County location

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

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

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

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

Printed Name of Organization Group's Permit Organizer Kailee Illies	Telephone Number (507) 358-8087	E-mail Address kailee.illies@ndsu.edu
Signature of Organization Group's Permit Organizer <i>Kailee Illies</i>	Title NDSU Lions Club President	Date 02/04/2025



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

✓ 2/6/25

(100)

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group North Central Turfgrass Association		Dates of Activity (Does not include dates for the sales of tickets) 2/25/25-2/26/25 (drawing on 2/26)	
Organization or Group Contact Person Sam Bauer	E-mail info.nctga@gmail.com	Telephone Number 612-205-4428	
Business Address P.O. Box 10823	City Fargo	State MN	ZIP Code 58106
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Holiday Inn		County Cass	
Site Physical Address 3803 13th Avenue South	City Fargo	State ND	ZIP Code 58106

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
one time raffle. drawing to be conducted from 5-7pm on Wednesday, February 26th, 2025

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	50/50	
Raffle		
Raffle		
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Charitable giving to Wee One Foundation

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

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

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

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

Printed Name of Organization Group's Permit Organizer Sam Bauer	Telephone Number 612-205-4428	E-mail Address info.nctga@gmail.com
Signature of Organization Group's Permit Organizer 	Title Executive Director	Date Feb 4, 2025



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

1100

✓ 1/31/25

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

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

ORGANIZATION INFO

Name of Organization or Group: **Red River Volkswagon Club** Dates of Activity (Does not include dates for the sales of tickets): **7/26/25**
 Organization or Group Contact Person: **Randy Harwood** E-mail: **biggdaddywood@hotmail.com** Telephone Number: **701-361-2378**
 Business Address: _____ City: _____ State: _____ ZIP Code: _____
 Mailing Address (if different): **2101 57th St N** City: **Fargo** State: **ND** ZIP Code: **58102**

SITE INFO

Site Name: **FM Convention & Visitors Bureau** County: **Cass**
 Site Physical Address: **2001 44th St, S.** City: **Fargo** State: **ND** ZIP Code: **58103**

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

7/26/25 20th Annual VW's in the Valley Car Show

PRIZE / AWARD INFO (If more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	1973 Volkswagon Beetle	\$8,000.00
		Total (limit \$40,000 per year) \$ 8,000.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer: **Randy Harwood** Telephone Number: **701-361-2378** E-mail Address: **biggdaddywood@hotmail.com**
 Signature of Organization Group's Permit Organizer: _____ Title: **VP** Date: **1/31/25**

2/3/25

40e



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

Applying for (check one)
 Local Permit Restricted Event Permit*
 Games to be conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group St. Joseph's School		Dates of Activity (Does not include dates for the sales of tickets) 4/26/25	
Organization or Group Contact Person Katie Wise	E-mail katie.wise@stjoeshdhschool.com	Telephone Number 218-233-0553	
Business Address 1005 2nd Ave S	City Moorhead	State MN	ZIP Code 56560
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Avalon Events Center		County	
Site Physical Address 2525 9th Ave S	City Fargo	State ND	ZIP Code 58103

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

April 26, 2025 - one time event - 50/50 raffle

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Half of what is earned	
0		
0		
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Guardian Angel Scholarship Fund

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

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

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

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

Printed Name of Organization Group's Permit Organizer Katie Wise	Telephone Number 218-233-0553	E-mail Address katie.wise@stjoeshdhschool.com
Signature of Organization Group's Permit Organizer <i>Katie Wise</i>	Title Development Director	Date 2/3/25

✓ 2/12/25



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

104

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

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

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

ORGANIZATION INFO

Name of Organization or Group <i>Love Your Buns</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>3/15/2025</i>	
Organization or Group Contact Person <i>Jarod Dcamp</i>	E-mail <i>jarod.dcamp@gmail.com</i>	Telephone Number <i>701-261-2028</i>	
Business Address <i>3051 1st St E</i>	City <i>West Fargo</i>	State <i>ND</i>	ZIP Code <i>58078-7978</i>
Mailing Address (if different) <i>415 Main Ave E #773</i>	City <i>West Fargo</i>	State <i>ND</i>	ZIP Code <i>58078-5330</i>

SITE INFO

Site Name <i>Living Waters Lutheran Church</i>	County <i>Cass</i>
Site Physical Address <i>4451 40th Ave S</i>	City <i>Fargo</i>
State <i>ND</i>	ZIP Code <i>58104-7544</i>

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle - 3/15/2025

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	50/50	
Raffle	Apple iPad and pencil	538.91
Raffle	subtotal ^{for} attached raffle item	1000.00
Total (limit \$40,000 per year)		\$ 1538.91

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
continue to support the programs of Love Your Buns

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

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

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

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

Printed Name of Organization Group's Permit Organizer <i>Ronda Dcamp</i>	Telephone Number <i>218-766-4937</i>	E-mail Address <i>ronda.dcamp@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>Ronda Dcamp</i>	Title <i>Treasurer / Board Member</i>	Date <i>2-12-25</i>

✓ 2/13/25



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

100%

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

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

ORGANIZATION INFO

Name of Organization or Group Red River Valley Figure Skating Club - Fargo Ice Show		Dates of Activity (Does not include dates for the sales of tickets) March 16, 2025	
Organization or Group Contact Person Laura Jacobson	E-mail	Telephone Number 701-261-6821	
Business Address 1113 62nd Ave N	City Moorhead	State MN	ZIP Code 56560
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Cornerstone Arena	County Cass
Site Physical Address 4404 23rd Ave SW	City Fargo
	State ND
	ZIP Code 58163

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
 Raffle March 16, 2025

PRIZE / AWARD INFO (If more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	See Attachment	
Total (limit \$40,000 per year)		\$ 3564.50

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: *ice show travel expenses*

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

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

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value 2979.25 (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer Jeremy M Elbert	Telephone Number 701 261 4697	E-mail Address jeremy.e.carvalley.farm
Signature of Organization Group's Permit Organizer <i>Jeremy M Elbert</i>	Title Raffle Chair	Date 2-13-2025



February 13, 2025

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

Re: Recommendation of Award
City of Fargo Project No. SN-25-A1
Drain 27 Trail Connection between Timberline and Milwaukee Trail
NDDOT Project No. TMA-TAU-8-984(177) (PCN-23946)

Dear Commissioners:

Bids were opened by the NDDOT on Friday, February 7, 2025, for the Drain 27 Shared Use Path project between Timberline and Milwaukee Trail.

The bids were as follows:

Central Specialties, Inc.	\$ 562,302.20
Gladen Construction, Inc.	\$ 679,015.80
Northern Improvement Company	\$ 680,594.19
Valley Grading, Inc.	\$ 702,325.50
KPH, Inc.	\$ 723,944.50
Key Contracting, Inc.	\$ 764,834.60
Sellin Brothers, Inc.	\$ 826,905.00
Dakota Underground Company	\$ 989,589.24
Engineer's Estimate	\$ 686,046.50

There are no Special Assessments associated with this project. Fargo's share of this project is \$112,024.56.

Recommended Motion

Concur with low bid and award the project to Central Specialties, Inc. in the amount of \$562,302.20 as the lowest and best bid.

Sincerely,

Tom Knakmuhs, P.E.
City Engineer

Attachments



ENGINEER'S STATEMENT OF ESTIMATED COST

Project # SN-25-A1
TMA-TAU-8-984(177) (PCN-23946)

SIDEWALK & SHARED USE PATH CONSTRUCTION

Drain 27 Trail Connection between Timberline and Milwaukee Trail.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:
Project # SN-25-A1 of the City of Fargo, North Dakota.

Summary of low bid by Central Specialties, Inc: \$562,302.20

Line	Description	Quantity	Unit	Unit Price	Amount
Paving					
1	CONTRACT BOND	1	L SUM	\$ 1,530.00	\$ 1,530.00
2	CLEARING & GRUBBING	1	L SUM	\$ 15,000.00	\$ 15,000.00
3	COMMON EXCAVATION-TYPE C	550	CY	\$ 15.00	\$ 8,250.00
4	TOPSOIL	604	CY	\$ 12.50	\$ 7,550.00
5	BORROW-EXCAVATION	40	CY	\$ 60.00	\$ 2,400.00
6	BOX CULVERT EXCAVATION	1	EA	\$ 9,200.00	\$ 9,200.00
7	FOUNDATION FILL	348	CY	\$ 75.00	\$ 26,100.00
8	FOUNDATION PREPARATION-BOX CULVERT	1	EA	\$ 20,000.00	\$ 20,000.00
9	WATER	33	M GAL	\$ 70.00	\$ 2,310.00
10	SEEDING CLASS III	0.242	ACRE	\$ 3,900.00	\$ 943.80
11	TEMPORARY COVER CROP	0.444	ACRE	\$ 400.00	\$ 177.60
12	HYDRAULIC MULCH	0.686	ACRE	\$ 3,750.00	\$ 2,572.50
13	RIPRAP GRADE II	654	CY	\$ 100.00	\$ 65,400.00
14	SILT FENCE UNSUPPORTED	30	LF	\$ 10.00	\$ 300.00
15	REMOVE SILT FENCE UNSUPPORTED	30	LF	\$ 5.00	\$ 150.00
16	FIBER ROLLS 12IN	2394	LF	\$ 4.75	\$ 11,371.50
17	REMOVE FIBER ROLLS 12IN	1182	LF	\$ 0.50	\$ 591.00
18	10FT X 9FT PRECAST RCB CULVERT	72	LF	\$ 1,765.00	\$ 127,080.00

19 10FT X 9FT PRECAST RCB END SECTION	4	EA	\$ 25,000.00	\$ 100,000.00
20 MOBILIZATION	1	L SUM	\$ 35,455.00	\$ 35,455.00
21 TRAFFIC CONTROL SIGNS	276	UNIT	\$ 3.00	\$ 828.00
22 TYPE III BARRICADE	2	EA	\$ 100.00	\$ 200.00
23 PEDESTRIAN CHANNELIZATION	270	LF	\$ 4.00	\$ 1,080.00
24 DELINEATOR DRUMS	11	EA	\$ 20.00	\$ 220.00
25 TUBULAR MARKERS	11	EA	\$ 6.00	\$ 66.00
26 SEQUENCING ARROW PANEL-TYPE B	1	EA	\$ 750.00	\$ 750.00
27 GEOSYNTHETIC MATERIAL TYPE G	349	SY	\$ 8.00	\$ 2,792.00
28 GEOSYNTHETIC MATERIAL TYPE RR	981	SY	\$ 8.00	\$ 7,848.00
29 SIDEWALK CONCRETE 5IN	1065	SY	\$ 94.00	\$ 100,110.00
30 WOOD MULCH	1392	SF	\$ 1.40	\$ 1,948.80
31 BENCH	1	EA	\$ 2,660.00	\$ 2,660.00
32 TREES	6	EA	\$ 725.00	\$ 4,350.00
33 PERENNIALS GROUP A	59	EA	\$ 52.00	\$ 3,068.00

Paving Total \$ 562,302.20

Total Construction Cost	\$562,302.20
Outside Engineering (Estimated)	\$ 126,996.00
Admin	\$ 4,289.24
Legal	\$ 4,289.24
Interest	\$ 3,216.93
Contingency	\$ 10,723.10
Total Estimated Costs	\$711,816.71
Federal TAP Funding	\$ 455,071.17
Fargo Park District	\$ 128,372.77
Infrastructure Sales Tax	\$ 128,372.77

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

Date: 2/11/2025

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



COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of project as it will appear in the contract:

Concrete Spot Repair

Project No.	<u>PR-25-A</u>
Call For Bids	<u>February 18</u> , <u>2025</u>
Advertise Dates	<u>February 26, March 5 & 12</u> , <u>2025</u>
Bid Opening Date	<u>March 26</u> , <u>2025</u>
Substantial Completion Date	<u>September 5</u> , <u>2025</u>
Final Completion Date	<u>October 5</u> , <u>2025</u>

- N/A PWPEC Report (Part of 2025 CIP)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- N/A Notice to Property Owners (Special Assessments)
- N/A Supplemental Funding Language Included

Project Engineer Jeremy Engquist

Phone No. (701) 241-1545

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

- N/A Create District (Attach Copy of Legal Description)
- N/A Order Plans & Specifications
- N/A Approve Plans & Specifications
- N/A Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- N/A Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
CONCRETE SPOT REPAIR
PROJECT NO. PR-25-A
VARIOUS LOCATIONS - CITYWIDE**

Nature & Scope

The proposed project will include concrete pavement repair and incidentals on streets in various areas of the City.

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 \$1,091,008.00. The cost breakdown is as follows:


Utility Funds - Street Lights - 528			
Construction Cost			\$79,198.00
Fees			
Admin	4%		\$3,167.92
Contingency	5%		\$3,959.90
Engineering	10%		\$7,919.80
Interest	4%		\$3,167.92
Legal	3%		\$2,375.94
Total Estimated Cost			\$99,789.48
 Funding			
Utility Funds - Street Lights - 528	100.00%		\$99,789.48

Sales Tax Funds - Infrastructure- 420		
Construction Cost		\$1,011,810.00
Fees		
Admin	4%	\$40,472.40
Contingency	5%	\$50,590.50
Engineering	10%	\$101,181.00
Interest	4%	\$40,472.40
Legal	3%	\$30,354.30
Total Estimated Cost		\$1,274,880.60
Funding		
Sales Tax Funds - Infrastructure - 420	100.00%	\$1,274,880.60

Project Funding Summary		
Sales Tax Funds - Infrastructure - 420	92.74%	\$1,274,880.60
Utility Funds - Street Lights - 528	7.26%	\$99,789.48
Total Estimated Project Cost		\$1,374,670.08

We believe this project to be cost effective.





 Thomas Knakmuhs, P.E.
 City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

(13)

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

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

BRIDGE REPLACEMENT / REHABILITATION

Project No. QR-25-A

Call For Bids February 18, 2025

Advertise Dates February 26, March 5 & 12, 2025

Bid Opening Date March 21 (NDDOT), 2025

Substantial Completion Date October 14, 2025

Final Completion Date November 13, 2025

N/A PWPEC Report (Attach Copy) **(Part of the 2025 CIP)**

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids **(To be Bid by NDDOT)**

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Special Assessments)

Project Engineer Eric Hodgson

Phone No. (701) 241-1545

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

N/A Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT
BRIDGE REPLACEMENT / REHABILITATION
PROJECT NO. QR-25-A

Nature & Scope

The City of Fargo, in cooperation with the North Dakota Department of Transportation, and the Federal Highway Administration are proposing improvements to the 36th Street South Bridge over Drain 27. The project will rehabilitate the existing bridge deck and update the barrier and guardrail system.

The project will consist of concrete deck overlay, barrier retrofit, guardrail improvements, and incidentals.

Purpose

The City of Fargo, in collaboration with the NDDOT, has proposed repairs and updates to extend the bridge's usable lifespan. Sections of the bridge deck are deteriorating and require repair. Additionally, the barrier and guardrail system are outdated and need to be upgraded to meet current standards.

This project is necessary because it maintains our current infrastructure so that it can continue to service the residents of Fargo.

Feasibility

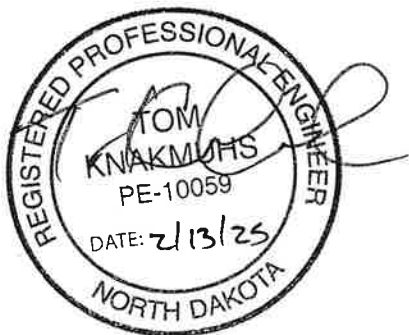
The estimated cost of construction is \$ 427,964.50. The project will be funded as follows:

<u>Construction Cost</u>	\$	427,964.50
<u>Amount Federally Funded</u>	\$	156,000.00
<u>Amount Locally Funded</u>	\$	271,964.50
Plus 4% Administration Fee:	\$	10,878.58
Plus 4% Interest Fee:	\$	10,878.58
Plus 3% Legal/Miscellaneous Fee:	\$	8,158.94
Plus 10% Contingency:	\$	27,196.45
Total Estimated Construction Cost:	\$	329,077.05

<u>Miscellaneous Costs</u>		
Plus Land/Easements/ROW Fee:	\$	0.00
Outside Design Engineering (Estimated):	\$	0.00
Total Estimated Local Project Cost:	\$	329,077.05

<u>Project Funding Summary</u>			
Federal Funds	32.16%	\$	156,000.00
Prairie Dog Funding	67.84%	\$	329,077.05

We believe this project to be cost effective.




Thomas Knakmuhs, P.E.
City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

(14)

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

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

Traffic Signal Improvements and Incidentals

Project No. TR-25-C

Call For Bids February 18, 2025

Advertise Dates February 26, March 5 & 12, 2025

Bid Opening Date March 21 (NDDOT), 2025

Substantial Completion Date September 30, 2025

Final Completion Date October 30, 2025

N/A PWPEC Report (Attach Copy) **(Part of the 2025 CIP)**

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids **(To be Bid by NDDOT)**

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Special Assessments)

Project Engineer Jeremy Gorden

Phone No. (701) 241-1545

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

N/A Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT
TRAFFIC SIGNAL IMPROVEMENTS AND INCIDENTALS
PROJECT NO. TR-25-C

Nature & Scope

The City of Fargo and the City of West Fargo, in collaboration with the North Dakota Department of Transportation and Federal Highway Administration, are proposing a traffic signal improvement project on Veterans Boulevard from I-94 to 40th Avenue South.

Purpose

The City of Fargo and the City of West Fargo have identified traffic signal modifications to improve pedestrian and vehicle safety along this corridor. This project will replace existing pedestrian push buttons, install "No Turn on Red" illuminated signs, replace a number of control cabinets, and add flashing left turn arrows along the corridor.

All involved parties have identified this project as a priority for implementation.

Feasibility

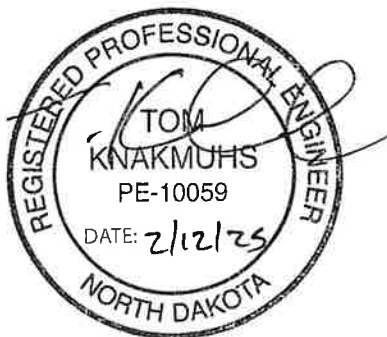
The estimated cost of construction is \$ 637,818. The project will be funded by Federal Funds, City of West Fargo Funds, and City of Fargo Street Light & Traffic Control Device Utility Funds. The cost breakdown is as follows:

Construction Cost	\$	637,818
City of West Fargo Engineering and Admin (8 %)	\$	51,025
Total Cost Estimated Cost:	\$	688,843

Project Funding Summary:

Federal Funds (90% of construction cost)	\$	574,036
City of West Fargo (70% of remaining costs)	\$	80,365
City of Fargo Street Light & Traffic Control Device Utility (30% of remaining costs)	\$	34,442

We believe this project to be cost effective.



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

COVER SHEET
CITY OF FARGO PROJECTS

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

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

PCC Pavement and Incidentals

Project No. TR-25-D

Call For Bids February 18, 2025

Advertise Dates February 26, March 5 & 12, 2025

Bid Opening Date March 21 (NDDOT), 2025

Substantial Completion Date September 30, 2025

Final Completion Date October 30, 2025

N/A PWPEC Report (Attach Copy) **(Part of the 2025 CIP)**

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids **(To be Bid by NDDOT)**

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Special Assessments)

Project Engineer Jeremy Gorden

Phone No. (701) 241-1545

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

N/A Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT
TRAFFIC SIGNAL IMPROVEMENTS AND INCIDENTALS
PROJECT NO. TR-25-D

Nature & Scope

The City of Fargo and the City of West Fargo, in collaboration with the North Dakota Department of Transportation and Federal Highway Administration, are proposing an intersection safety project at two intersections on Veterans Boulevard.

Purpose

The City of Fargo and the City of West Fargo have identified two intersections on Veterans Boulevard at 36th Avenue South and at 40th Avenue South to have an intersection safety project completed on. The project will allow better sightlines for left turning vehicles to see oncoming traffic, with the goal of reducing crashes.

All involved parties have identified this project as a priority for implementation.

Feasibility

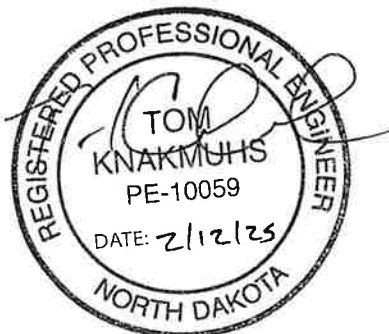
The estimated cost of construction is \$ 784,042. The project will be funded by Federal Funds, City of West Fargo Funds, and City of Fargo Street Light & Traffic Control Device Utility Funds. The cost breakdown is as follows:


Construction Cost	\$	784,042
City of West Fargo Engineering and Admin (8 %)	\$	<u>62,723</u>
Total Cost Estimated Cost:	\$	846,765

Project Funding Summary:

Federal Funds (90% of construction cost)	\$	705,638
City of West Fargo (50% of remaining costs)	\$	70,564
City of Fargo Street Light & Traffic Control Device Utility (50% of remaining costs)	\$	70,564

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
City Engineer



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

February 12, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-25-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, February 12, 2025, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-25-F1, located as follows: NP Avenue North from 170' east of 8th Street North to Broadway.

The bids were as follows:

Northern Improvement Co	\$1,995,413.50
Sellin Bros, Inc	\$1,995,646.00
Key Contracting Inc	\$2,069,298.90
Dakota Underground Co Inc	\$2,199,220.60
Engineers Estimate	\$2,244,238.00

Private financial security is not needed.

One protest was received amounting to 9% of the Improvement District.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$1,995,413.50 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Improvement District # BR-25-F1
Paving And Utility Rehab/Reconstruction

NP Ave N from 170' east of 8th St N to Broadway

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-25-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Manhole	EA	2.00	676.50	1,353.00
2	Remove Pipe All Sizes All Types	LF	385.00	11.00	4,235.00
3	Modify Manhole	EA	1.00	3,850.00	3,850.00
4	Connect Pipe to Exist Pipe	EA	1.00	2,530.00	2,530.00
5	Connect Pipe to Exist Structure	EA	1.00	3,300.00	3,300.00
6	Connect Sewer Service	EA	8.00	2,530.00	20,240.00
7	F&I Manhole 4' Dia Reinf Conc	EA	2.00	10,560.00	21,120.00
8	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	173.00	275.00	47,575.00
9	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	30.00	302.50	9,075.00
10	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	371.00	283.80	105,289.80
11	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	14.00	396.00	5,544.00
12	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	14,630.00	14,630.00
Sanitary Sewer Total					238,741.80
Water Main					
13	Furnish Temp Water Svc	EA	7.00	2,200.00	15,400.00
14	Remove Pipe All Sizes All Types	LF	446.00	11.00	4,906.00
15	Rem & Repl CS & Box 1" Dia	EA	2.00	2,200.00	4,400.00
16	Rem & Repl CS & Box 1.5" Dia	EA	3.00	2,310.00	6,930.00
17	Connect Water Service	EA	5.00	2,460.00	12,300.00
18	F&I Hydrant	EA	1.00	9,460.00	9,460.00
19	F&I Gate Valve 4" Dia	EA	1.00	3,135.00	3,135.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	F&I Gate Valve 6" Dia	EA	7.00	3,531.00	24,717.00
21	F&I Gate Valve 8" Dia	EA	2.00	4,598.00	9,196.00
22	F&I Fittings C153 Ductile Iron	LB	1,226.00	19.80	24,274.80
23	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	8.00	374.00	2,992.00
24	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	130.00	184.80	24,024.00
25	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	50.00	233.20	11,660.00
26	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	349.00	198.00	69,102.00
27	F&I Pipe w/GB 1" Dia Water Service	LF	32.00	143.00	4,576.00
28	F&I Pipe w/GB 1.5" Dia Water Service	LF	54.00	148.50	8,019.00
Water Main Total					235,091.80
Storm Sewer					
29	Remove Manhole	EA	3.00	676.50	2,029.50
30	Remove Inlet	EA	5.00	456.50	2,282.50
31	Remove Pipe All Sizes All Types	LF	503.00	25.30	12,725.90
32	Connect Pipe to Exist Structure	EA	3.00	3,410.00	10,230.00
33	F&I Manhole 4' Dia Reinf Conc	EA	3.00	8,140.00	24,420.00
34	F&I Inlet - Single Box (SBI) Reinf Conc	EA	4.00	5,280.00	21,120.00
35	F&I Pipe w/GB 12" Dia	LF	76.00	126.50	9,614.00
36	F&I Pipe w/GB 15" Dia	LF	49.00	275.00	13,475.00
37	F&I Pipe w/GB 18" Dia	LF	349.00	305.80	106,724.20
Storm Sewer Total					202,621.10
Paving					
38	Construction Inspection of Structures and Monitoring	LS	1.00	60,000.00	60,000.00
39	Traffic Control - Type 1	LS	1.00	35,000.00	35,000.00
40	Stormwater Management	LS	1.00	5,000.00	5,000.00
41	Temp Fence - Safety	LF	460.00	40.00	18,400.00
42	Inlet Protection - New Inlet	EA	4.00	240.00	960.00
43	Inlet Protection - Existing Inlet	EA	9.00	230.00	2,070.00
44	Remove Pavement All Thicknesses All Types	SY	2,551.00	25.00	63,775.00
45	Remove Curb & Gutter	LF	925.00	15.00	13,875.00
46	Remove Sidewalk All Thicknesses All Types	SY	652.00	20.00	13,040.00
47	Remove Driveway All Thicknesses All Types	SY	132.00	20.00	2,640.00
48	Salvage & Reuse Casting	EA	3.00	975.00	2,925.00
49	Rem & Repl Casting - Floating Manhole	EA	1.00	2,900.00	2,900.00
50	Casting to Grade - w/Conc	EA	15.00	950.00	14,250.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	GV Box to Grade - Blvd	EA	1.00	325.00	325.00
52	GV Box to Grade - w/Conc	EA	10.00	425.00	4,250.00
53	F&I Casting Water Service	EA	5.00	275.00	1,375.00
54	Subgrade Preparation	SY	2,014.00	20.00	40,280.00
55	F&I Woven Geotextile	SY	2,014.00	2.25	4,531.50
56	F&I Class 5 Agg - 12" Thick	SY	2,014.00	25.00	50,350.00
57	F&I Edge Drain 4" Dia PVC	LF	900.00	18.50	16,650.00
58	F&I Curb & Gutter Standard (Type II)	LF	928.00	49.50	45,936.00
59	F&I Median Nose Conc	SY	19.00	211.00	4,009.00
60	F&I Pavement 9" Thick Doweled Conc	SY	1,642.00	200.00	328,400.00
61	F&I Sidewalk 4" Thick Reinf Conc	SY	801.00	130.00	104,130.00
62	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	141.00	1,410.00
63	F&I Det Warn Panels Cast Iron	SF	32.00	68.00	2,176.00
64	F&I Driveway 7" Thick Reinf Conc	SY	344.00	128.00	44,032.00
65	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	12.00	435.00	5,220.00
Paving Total					887,909.50

Street Amenities

66	Topsoil - Import Special	CY	105.00	125.00	13,125.00
67	F&I Edge Drain 4" Dia PVC	LF	278.00	25.75	7,158.50
68	F&I Shared Use Path 4" Thick Reinf Conc	SY	312.00	132.00	41,184.00
69	F&I Impressioned 4" Thick Reinf Conc	SY	231.00	204.00	47,124.00
70	F&I Decorative 4" Thick Reinf Conc	SY	258.00	162.00	41,796.00
71	F&I Decid Tree 2" Dia	EA	2.00	710.00	1,420.00
72	F&I Plant - Perennial Type 1	EA	219.00	48.40	10,599.60
Street Amenities Total					162,407.10

Street Lights

73	Remove Street Light	EA	3.00	1,800.00	5,400.00
74	Remove Base	EA	3.00	1,980.00	5,940.00
75	F&I Base 6' Deep Reinf Conc	EA	5.00	3,080.00	15,400.00
76	F&I Innerduct 1.5" Dia	LF	896.00	25.30	22,668.80
77	F&I Conductor #6 USE Cu	LF	2,496.00	3.30	8,236.80
78	F&I Luminaire Type C	EA	5.00	1,430.00	7,150.00
79	F&I Light Standard Type A	EA	5.00	7,700.00	38,500.00
80	Interim Lighting System	LS	1.00	55,000.00	55,000.00
Street Lights Total					158,295.60

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Pavement Marking					
81	Obliterate Pavement Markings	SF	230.00	8.80	2,024.00
82	Paint Epoxy Message	SF	26.50	60.50	1,603.25
83	F&I Grooved Plastic Film 4" Wide	LF	1,112.00	11.00	12,232.00
84	F&I Grooved Contrast Film 7" Wide	LF	1,125.00	17.60	19,800.00
85	F&I Grooved Thermoplastic Pavement Marking Message	SF	79.50	60.50	4,809.75
86	F&I Methacrylate 16" Wide	LF	17.00	66.00	1,122.00
87	F&I Methacrylate 24" Wide	LF	40.00	82.50	3,300.00
88	F&I Methacrylate	SF	730.00	42.90	31,317.00
Pavement Marking Total					76,208.00
Signing					
89	F&I Sign Assembly	EA	4.00	135.00	540.00
90	F&I Sign Assembly & Anchor	EA	11.00	250.00	2,750.00
91	F&I Diamond Grade Cubed	SF	33.00	13.20	435.60
92	F&I High Intensity Prismatic	SF	51.00	11.00	561.00
93	F&I Flexible Delineator	EA	4.00	115.00	460.00
Signing Total					4,746.60
Traffic Signals					
94	F&I Conduit 2" Dia	LF	470.00	28.60	13,442.00
95	F&I Fiber Vault	EA	1.00	15,950.00	15,950.00
Traffic Signals Total					29,392.00
Total Construction in \$					1,995,413.50
Engineering 10.00%					199,541.35
Admin 4.00%					79,816.53
Legal 3.00%					59,862.39
Interest 4.00%					79,816.53
Contingency 5.00%					99,770.69
Total Estimated Costs					2,514,220.99
Special Assessments					748,250.66
State Funds - Other ND					1,765,970.33
Unfunded Costs					0.00

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

Date: 02/13/2025



Thomas Knakmuhs

City Engineer



17

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:

Asphalt Mill & Overlay

Improvement
District No.

PR-25-E

Call For Bids	<u>February 18</u>	, <u>2025</u>
Advertise Dates	<u>February 26 & March 5</u>	, <u>2025</u>
Bid Opening Date	<u>March 26</u>	, <u>2025</u>
Substantial Completion Date	<u>September 13</u>	, <u>2025</u>
Final Completion Date	<u>October 13</u>	, <u>2025</u>

- N/A PWPEC Report (Part of 2025 CIP)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Special Assessments)
- N/A Supplemental Funding Language Included

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

**RESOLUTION DECLARING
ASPHALT MILL AND OVERLAY
NECESSARY
IMPROVEMENT DISTRICT NO. PR-25-E**

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

That it be and is hereby declared necessary to construct **Error! Reference source not found.**, Improvement District No. PR-25-E in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said **Error! Reference source not found.** improvement is to be paid from State and Local Funds, and approximately 49.17% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed **Error! Reference source not found.** must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

CERTIFICATE

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, February 18, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 18 day of February 2025.

40-22-15
40-22-17



Steven Sprague
City Auditor

()



**ENGINEER'S REPORT
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-25-E
VARIOUS LOCATIONS IN THE CITY OF FARGO**

Nature & Scope

This project is part of the City's annual infrastructure improvement efforts and impacts multiple areas of Fargo each construction season. As part of the project, the Contractor will be mud-jacking sections of the curb and gutter in an effort to alleviate major drainage problems. The Contractor will replace areas of broken up pavement as well as a limited amount of curb and gutter. The Contractor will also be replacing some sections of sidewalk that need to be updated to meet new standards for the Americans with Disabilities Act. The Contractor will then mill & overlay the streets on the project. This project takes place in four different areas of the City.

Purpose

This project is needed to correct deficiencies on the streets that have developed over time. By milling and overlaying the roads at this time, we can extend the life of the road and get a better riding street with improved drainage.

Special Assessment District

All properties within the Special Assessment District will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency, and uniformity of benefiting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is \$2,339,098.00. The cost breakdown is as follows:

Pavement Markings and Traffic Signal Loops

Construction Cost		\$148,763.00
Fees		

Admin	4%	\$5,950.52
Contingency	5%	\$7,438.15
Engineering	10%	\$14,876.30
Interest	4%	\$5,950.52
Legal	3%	\$4,462.89

Total Estimated Cost		\$187,441.38
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Funding

Utility Funds - Street Lights - 528	50.00%	\$93,720.69
Special Assessments	50.00%	\$93,720.69

Storm Sewer

Construction Cost		\$13,200.00
Fees		

Admin	4%	\$528.00
Contingency	5%	\$660.00
Engineering	10%	\$1,320.00
Interest	4%	\$528.00
Legal	3%	\$396.00

Total Estimated Cost		\$16,632.00
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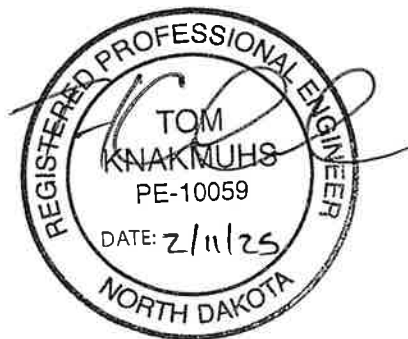
Funding


Utility Funds - Stormwater - 524	50.00%	\$8,316.00
Special Assessments	50.00%	\$8,316.00

Paving		
Construction Cost		\$2,177,135.00
Fees		
Admin	4%	\$87,085.40
Contingency	5%	\$108,856.75
Engineering	10%	\$217,713.50
Interest	4%	\$87,085.40
Legal	3%	\$65,314.05
Total Estimated Cost		\$2,743,190.10
Funding		
Special Assessments	49.11%	\$1,347,264.71
Sales Tax Funds - Infrastructure - 420	50.89%	\$1,395,925.39

Project Funding Summary		
Utility Funds - Street Lights - 528	3.18%	\$93,720.69
Utility Funds - Stormwater - 524	0.28%	\$8,316.00
Special Assessments	49.17%	\$1,449,301.40
Sales Tax Funds - Infrastructure - 420	47.36%	\$1,395,925.39
Total Estimated Project Cost		\$2,947,263.48

We believe this project to be cost effective.




 Thomas Knakmuhs, P.E.
 City Engineer



**LOCATION AND COMPRISING
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-25-E
VARIOUS LOCATIONS IN THE CITY OF FARGO**

LOCATION:

LOCATION (Section 1):

On Broadway North from 25th Avenue North to 28th Avenue North.

LOCATION (Section 2):

- On 9th Street North from 12th Avenue North to 17th Avenue North.
- On 11th Street North from 12th Avenue North to 17th Avenue North.
- On 12th Street North from 12th Avenue North to 17th Avenue North.
- On 13th Avenue North from 9th Street North to University Drive North.
- On 14th Avenue North from 9th Street North to University Drive North.
- On 15th Avenue North from Broadway North to University Drive North.
- On 16th Avenue North from 9th Street North to University Drive North.
- On 17th Avenue North from Broadway North to University Drive North.

LOCATION (Section 3):

- On 3rd Street North from 12th Avenue North to 15th Avenue North.
- On 4th Street North from 12th Avenue North to 15th Avenue North.
- On 5th Street North from 12th Avenue North to 15th Avenue North.
- On 13th Avenue North from 3rd Street North to Broadway North.
- On 14th Avenue North from 3rd Street North to Broadway North.

LOCATION (Section 4):

- On 2nd Street North from 9th Avenue North to 12th Avenue North.
- On 3rd Street North from 9th Avenue North to 12th Avenue North.
- On 9th Avenue North from 1st Street North to 4th Street North.
- On 10th Avenue North from 1st Street North to 4th Street North.
- On 11th Avenue North from 1st Street North to 4th Street North.

COMPRISING:

COMPRISING (Section 1):

- Lots 1 through 11, Block 4.
- Lots 1 through 3, Block 5.
- All in Peter Sway 3rd Addition.

Lots 3 through 14, Block 1.
Lots 1 through 16, Block 2.
Lots 4 through 9, Block 3.
All in Laurence Yunker 1st Addition.

Lots 1 through 4, Block 1.
Lots 30 through 32, Block 4.
All in Edgewood 1st Addition.
Lots 1 through 20, Block 4.
Lots 1 through 6, Block 6.
Lots 1 through 3, Block 8.
All in Oral A. Holm Addition.

Lots 1 & 2, Block 1, Sunrise Addition.

UNPLATTED LAND IN SEC 30, TWP 140N, RGE 48W.

COMPRISING (Section 2):

Lots 1 through 3, Block 1, Fargo North Addition.

Lots 1, 23 & 24, Block 1.
Lots 1, 2 & 19 through 24, Block 2.
Lots 1 through 6, Block 3.
Lots 13 through 24, Block 3.
Lots 1 through 13 & 24, Block 4.
Lots 1 & 12 through 24, Block 5.
Lots 1 through 24, Block 6.
Lots 1 through 13, Block 7.
Lot 24, Block 7.
Lot 10, Block 8.
Lots 1 through 11, Block 9.
Lots 14 through 24, Block 9.
Lots 1 & 11, Block 10.
Lots 14 through 24, Block 10.
Lots 1 through 11, Block 11.
Lots 14 & 24, Block 11.
Lots 11 & 14 through 24, Block 12.
Lots 11 & 14, Block 13.
Lots 11 & 14, Block 14.
All in Chandler's Broadway Addition.

Lots 1 & 2, Block 1, NDSU Foundation Addition.

Lots 12, 13, 14, 15, 25 through 43, 45, 46, 49 through 56, 61, 70, 71 & 72.
All in Sub of SW ¼ of Section 31, Township 140, Range 48. (Ohmer's Sub)

Lots 1 through 34 and 48, Sub. of Lots 65, 66, 67 & 68, Ohmer's Sub. of SW ¼ Sect. 31.

Lots 1 through 19, Sub. of Lots 47 & 48 Ohmer's Sub. of SW ¼ Sect. 31

Lots 5 through 12, Lane's Sub. of Blk. 69, Ohmer's Sub. of SW ¼ Sect. 31.

Lot 1, Block 1, Sigma PSI Housing Addition.

Lots 1 through 3, Block 29.

Lots 3 through 8, Block 44.

All in Bolley's Sub. Of Lots 29 & 44, Ohmer's Sub. Of SW ¼ Sect. 31.

Lot 1, Block 1, Stop-N-Go Addition.

Lots 1 through 33, Coulter's Sub. of Lots or Blks. 61, 62, 63 & 64, Ohmer's Sub. of SW ¼ Sect. 31.

Lots 1 through 16, Block 1.

Lots 3 through 17 & 32, Block 2.

All in Todd's Sub. of Blks. 57, 58, 59 & 60, Ohmer's Sub. of SW ¼ Sect. 31.

Lots 1 through 3, Block 1, Heide 1st Subdivision.

UNPLATTED, ALL THAT PT N 1/2 SEC 31, TWP 140N, RGE 48W, LYING BETWEEN 10 ST N & UNIV
DR N & S OF S R/W LN OF 19 AVE N & N OF N R/W LN OF 17 AVE N LESS NDSU 1ST

COMPRISING (Section 3):

Lots 1 through 8, Block 1.

Lots 1 through 8, Block 2.

Lots 1 through 8, Block 3.

All in James Holes Subdivision.

Lots 1 through 32, Block 1.

Lots 1 through 32, Block 2.

Lots 1 through 32, Block 3.

Lots 1 through 32, Block 4.

Lots 1 through 16, Block 5.

Lots 1 through 16, Block 6.

All in Holes 1st Addition.

Lots 1 through 3, El Zagal Park.

Lot 1, Block 1, El Zagal Addition.

Lots 1 through 18, Block 1.

Lots 1 through 18, Block 2.

All in Replat of the W 668.46' of Blks. 1 & 2 of El Zagal Park.

COMPRISING (Section 4):

Lots 12 through 24, Block 3.

Lots 1 through 24, Block 4.

Lots 1 through 13, Block 5.

Lots 1 through 13 & 24, Block 10.

Lots 1 through 24, Block 11.

Lots 1 & 12 through 24, Block 12.

Lots 1 & 6, Block 15.

All in Hector's Addition.

Lots 1 through 5, Block 1.

Lot 1, Block 2.

All in DE Witt's Addition.

Lot 2, Block 1, Meritcare Addition.

Lots 1 through 10, Block 1.

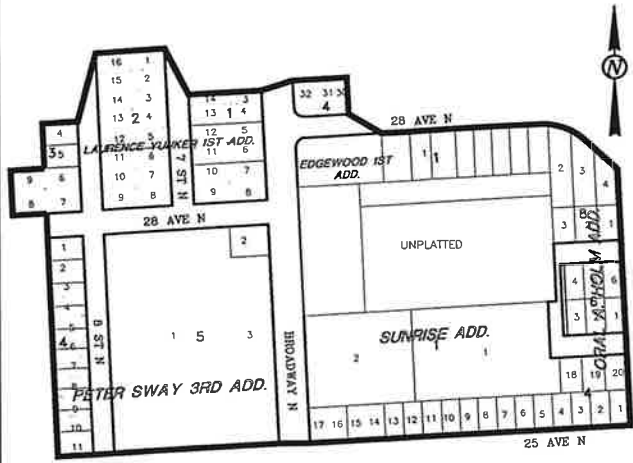
Lots 1 & 14, Block 2.

Lots 1 & 14, Block 3.

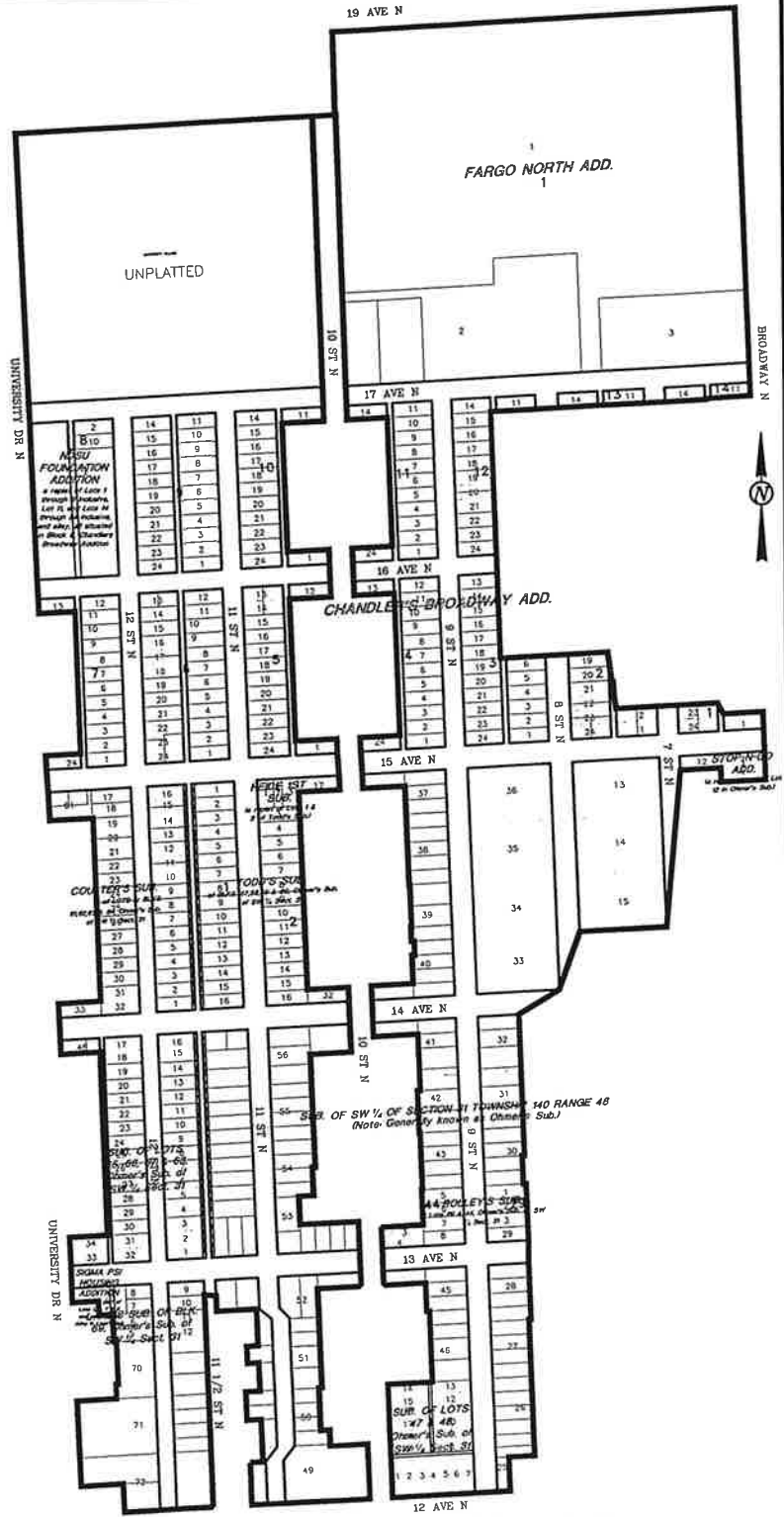
Lots 1 through 6 & 10, Block 4.

All in Truesdell's Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



SECTION 1



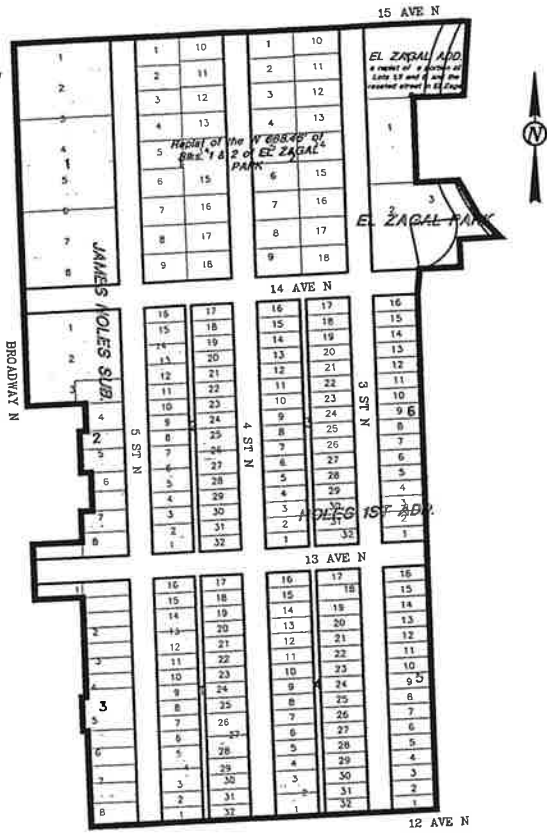
SECTION 2

CITY OF FARGO ENGINEERING DEPARTMENT

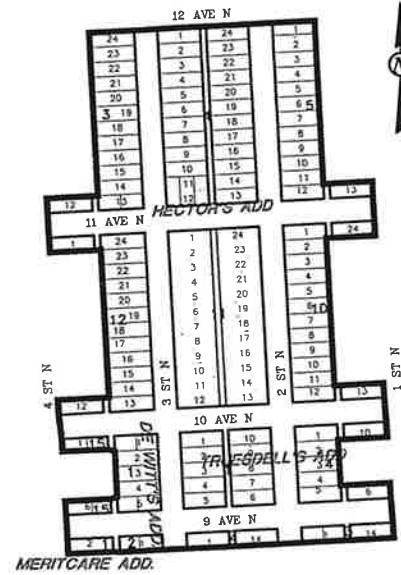
LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-25-E



SECTION 3



SECTION 4

CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY

IMPROVEMENT DISTRICT NO. PR-25-E



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: FAHR Staff meeting – Items for Commission Review/Approval
DATE: February 18, 2025

Receive & File: Sales Tax and Financials – not available

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Other Financial Considerations

Transit – Courier Services Contract
Transit – 2025 Program of Projects

Budget Adjustments

Transit – Federal Fund Distribution Agreement
Water Reclamation – Hook & Hoist Refuse Truck
Library – Security Services



**Report of Action:
FAHR Meeting of 2/10/2025**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Transit

Description: In conjunction with a change of security companies via an RFP, Transit requests to add on to the Auditor's Office existing contract with Rochester Armored Car for Transit bank courier services previously completed by the former security company. The switch will result in cost savings for Transit. Rather than an addendum, Rochester Armored Car requested that the City of Fargo contract be rewritten to include the Transit facilities.

Net Financial Impact: Decrease Transit expenses by approximately \$10,000 per year

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve updated contract for courier services from Rochester Armored Car to include addition of Transit locations.



Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

February 4, 2025

City of Fargo Commission
City Hall - 225 4th St N
Fargo, ND 58102

Dear Commissioners:

As of February 1st, 2025, the City of Fargo has four locations that Rochester Armored Car provides courier services for. Rochester Armored Car has requested that the City enter into one contract for all locations. Cost per location is broken out as shown below:

LOCATION		CITY	STATE	ZIP	FREQUENCY	PER MONTH	EFFECTIVE DATE
City of Fargo	225 4th Street North	Fargo	ND	58102	Mon thru Fri	\$ 260.15	2/1/2025
City of Fargo Municipal Court	402 NP Avenue	Fargo	ND	58102	Mon thru Fri	\$ 260.15	2/1/2025
Ground Transportation Center	502 NP Avenue	Fargo	ND	58102	Mon thru Fri	\$ 260.15	2/1/2025
Metro Transit Garage	650 23rd Street North	Fargo	ND	58102	Wednesda	\$ 108.25	2/1/2025

All costs have been previously budgeted for and invoices will be broken out per department.

The requested motion is to approve the attached contract for courier services from Rochester Armored Car. Thank you.

Sincerely,

Cole Swingen
Assistant Transit Director – Operations
701-476-5989
cswingen@fargond.gov

/enc



AGREEMENT

1. MEMORANDUM OF AGREEMENT between **ROCHESTER ARMORED CAR CO., INC.** an Iowa Corporation hereinafter called the 'COMPANY' and **CITY OF FARGO, 225 FOURTH STREET NORTH, FARGO, ND 58102**, hereinafter called the 'CLIENT', made this 1ST day of **FEBRUARY, 2025**.

2. The Company agrees to call for, or deliver, at the Client's place of business or designated points, located within the incorporated limits of **FARGO, ND**, during business hours from **8:00 a.m. to 5:00 p.m.** (**BANK HOLIDAYS AND SUNDAYS EXCEPTED**, unless special arrangements are made therefore), receipt for and receive sealed or locked deposits or shipments consisting of money, negotiable instruments, or securities, or other valuables, and to deliver the same in like manner to any downtown bank or other designated depository in the corporate limits of the City of **FARGO, ND**.

3. The Company's Liability for the loss of any shipment or deposit shall not exceed the sum of **FIVE HUNDRED THOUSAND DOLLARS AND NO/100's (\$500,000.00)**. In regard to shipments including checks, Client agrees, insofar as possible, that a complete and accurate record is kept on all checks included in depository shipment and that a complete documentation, including identification of payees and amount and type of remittance will be made available to Company's insurance carrier in the event of loss of any shipment and that Client will cooperate in recovery and replacement of these checks insofar as possible; it is further agreed that Company's liability shall not exceed the amount described in this paragraph and shall be based on the following: (a) The actual cash involved; (b) An amount equal to actual cost of reconstruction and replacement of any checks and negotiable instruments included in said deposit.

4. Company represents that it is insured by a responsible insurance company against any loss whatsoever, occurring while the funds contained in said sealed packages are in its care, and it is a condition of this agreement that Company will maintain said insurance, or insurance of the same character, at all times during the life of this contract.

5. The responsibility of the Company shall commence when said deposits or shipments have been delivered into its possession and said responsibility shall terminate when said deposits or shipments have been delivered into the possession of the said designated Bank or consignee; and further, that the delivery of the deposits or shipments with lock or seal intact shall be evidence of safe delivery; provided, however, that in case any deposit or shipment is delivered to the said Company not distinctively securely sealed or locked, said Company shall, in no event, be liable or responsible for any shortage claimed in any such unsealed deposit or shipment.

6. The Company shall not be liable for nonperformance or delays not caused by its fault or neglect, nor shall the Company be liable for a nonperformance or delay caused by strikes, riots, war, insurrections, acts of God or the Public Enemy, or means beyond its control.

7. The Company agrees to receive and receipt for locked or sealed deposits, one time daily, Monday through Friday inclusive, at mutually agreed upon days and times and deliver same to Client's designated depository per "ATTACHMENT A".

7a. The Company further agrees to deliver change and/or bank supplies at the same time and in conjunction with the aforementioned deposit pickups.

7b. It is mutually agreed that this agreement cancels and supersedes all previous agreements, riders, and endorsements attached thereto between the Client and the Company.

8. The Client agrees to pay the Company the sum of ---SEE "ATTACHMENT A" --- per month as regular service fee when used during business hours, as provided under paragraph two (2) of this agreement, after which hours the Company's night rates will apply.

9. Transportation Costs: During the term of this agreement, RAC reserves the right to impose a fuel related surcharge on all transportation service prices stated within this agreement. The amount of the fuel surcharge is calculated at the end of each quarter. Increases or decreases in fuel costs will be calculated on a quarterly basis based on the US National Average on highway diesel prices provided by the U.S. Department of Energy (DOE). <http://www.eia.gov/petroleum/gasdiesel>. This average will include the prior 13 weeks of the quarter just ended and will be applied to the next quarter's fuel costs. (Example: The average fuel cost during the 3 consecutive months of January-March that hits the 2% range on the matrix will result in a 2% fuel surcharge that will be applied the next quarter's (April-June) billing. The matrix does not reflect the maximum rate which might be assessed.

See Chart Page 2:

CLIENT'S COPY



At Least	Less Than	Fuel Surcharge Percentage
	\$2.55	
\$2.75	\$2.93	1.00%
\$2.93	\$3.12	1.50%
\$3.12	\$3.31	2.00%
\$3.32	\$3.49	2.50%
\$3.50	\$3.69	3.00%
\$3.70	\$3.87	3.50%
\$3.88	\$4.07	4.00%
\$4.08	\$4.26	4.50%
\$4.27	\$4.45	5.00%
\$4.46	\$4.64	5.50%
\$4.65	\$4.84	6.00%
\$4.85	\$5.03	6.50%
\$5.03	\$5.22	7.00%
\$5.22	\$5.41	7.50%
\$5.41	\$5.60	8.00%
\$5.60	\$5.79	8.50%
\$5.79	\$5.98	9.00%
\$5.98	\$6.17	9.50%
\$6.17	\$6.36	10.00%

10. It is agreed that the Company shall not be liable (nor shall the insurance they carry afford protection) for loss or damage caused by or resulting from:

(a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack, (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by an agent of any such government, power, authority or forces;

(b) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;

(c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine of Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

(d) nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in the Policy; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy.

11. The Agreement shall be and remain in full force and effect for ONE (1) year from the date hereof and thereafter from year to year, subject to the right of either party to terminate the same by giving the other party written notice of intention to terminate this Agreement at least sixty (60) days prior to any anniversary date.

12. Service Fees: The Customer agrees to pay RAC by the terms: **NET 10th PROX** (10th of the month following the invoice date), at the charges stated herein or by Attachment, for the services stipulated herein and federal, state and local taxes, where applicable, shall be added to said charges. Open invoices beyond these terms shall be assessed a **FINANCE CHARGE** of 1-1 1/2% per month of the unpaid balance (18% per annum). Notwithstanding the finance charge, failure to pay invoices in accordance with such terms shall be considered a breach of this contract and could result in a discontinuance of our services without prior notice. Customer agrees it shall have no right of offset against RAC's charges for services rendered



13. The provisions of this Agreement may be extended by mutual consent of the Company and the Client at any time by placing a rider to same, properly acknowledged and accepted by both.

CITY OF FARGO
"Client"

By: _____
Signature

Printed Name

Title

ROCHESTER ARMORED CAR CO., INC.
"Company"

By: Paul C. Herek
Paul C. Herek
Vice President Risk Management

CITY OF FARGO

ATTACHMENT A

To be added to and form a part of the main Shared Liability agreement between Rochester Armored Car Co., Inc., and City of Fargo dated February 1st, 2025.

LOCATION	ADDRESS	CITY	STATE	ZIP	FREQUENCY	RATE PER MONTH	EFFECTIVE DATE
City of Fargo	225 4th Street North	Fargo	ND	58102	Mon thru Fri	\$ 260.15	2/1/2025
City of Fargo Municipal Court	402 NP Avenue	Fargo	ND	58102	Mon thru Fri	\$ 260.15	2/1/2025
Ground Transportation Center	502 NP Avenue	Fargo	ND	58102	Mon thru Fri	\$ 260.15	2/1/2025
Metro Transit Garage	650 23rd Street North	Fargo	ND	58102	Wednesday	\$ 108.25	2/1/2025

CITY OF FARGO
"Client"

By: _____

City of Fargo Attachment A Feb 1 2025
1/30/2025

ROCHESTER ARMORED CAR CO., INC./
"Company"

By: MLC
Paul C. Herek
Vice President Risk Management



Report of Action:
FAHR Meeting of 2/10/2025

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Transit

Description: As per the attached memo, Transit has prepared the 2025 Program of Projects for the partial Federal Allocation of 5307 funds (5/12ths of the expected total allocation). As noted in the memo, this is a 4% increase over the prior year. These funds were included with the 2025 Transit budget.

Net Financial Impact: NA – included with 2025 Budget

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the 2025 Program of Projects and authorize Transit staff to submit/execute the grant for the initial amount (\$1,288,069) and for the remaining additional allocation upon its availability (\$1,803,297).



Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

February 18, 2025

City of Fargo Commission
City Hall - 225 4th St N
Fargo, ND 58102

Dear Commissioners:

The Federal Transit Administration (FTA) made available to the City of Fargo \$1,288,069 Section 5307 funds to be used for operating and capital for the transit system. Please note this is a 5/12 allocation, we estimate an additional \$1,803,297 will be allocated when the full appropriation is made available for an estimated full allocation of \$3,091,366. Grant allocations are published in the federal register and indicate an approximate 4% increase over last year. Estimates of this federal funding were included in the 2025 City of Fargo budget process. The City of Fargo is required to hold a public hearing prior to submitting and executing an application. The attached Program of Projects was developed by the Transit Division to be submitted and executed with the application for the funds.

RECOMMENDED MOTION: Approve the attached 2025 Program of Projects and authorize staff to submit/execute the grant for this initial amount and for the full allocation upon its availability.

Sincerely,

A handwritten signature in cursive script that reads "Julie Bommelman".

Julie Bommelman
Transit Director
701-476-6737
jbommelman@fargond.gov

/enc

Notice is hereby given that the Fargo City Commission will hold a public hearing on February 18, 2025 at 5:15 pm in the City Commission chambers for the purpose of considering the City's Section 5307 Federal Transportation Administration grant preliminary program of projects for 2025. Unless amended, the proposed POP and projects contained in this advertisement will become the final POP. People with disabilities who need special accommodations (alternative format, interpreter/signer) should contact Julie Harris in the Transit Department at 701-241-8140 or by email: jharris@malbus.com. A Final Program of Projects will be available to the public at the Transit Department, 650 23rd Street N, Fargo, ND 58102.

A. The program is below:

**CITY OF FARGO, NORTH DAKOTA
METROPOLITAN AREA TRANSIT
2025 PROGRAM OF PROJECTS AND BUDGETS**

URBANIZED AREA: Fargo, ND - Moorhead, MN
DESIGNATED RECIPIENT: City of Fargo, North Dakota
APPLICANT: City of Fargo, North Dakota

FEDERAL APPORTIONMENT FOR FY2025 (5/12 Appropriation)	\$ 1,288,069
CARRYOVER FUNDS FROM PREVIOUS YEARS	\$0
FY2024 FUNDS AVAILABLE - NOT APPLIED FOR	\$0
TOTAL CARRYOVER FUNDS	\$0
TOTAL FEDERAL FUNDS AVAILABLE	\$1,288,069
TOTAL FEDERAL FUNDS REQUESTED FOR 2025 PROGRAM OF PROJECTS	\$1,288,069

PROGRAM OF PROJECTS DESCRIPTIONS	LOCAL SHARE	FEDERAL SHARE	PROJECT TOTALS
I. CAPITAL PROJECTS			
A. 80%/20% Funding			
1. Vehicle Preventive Maintenance Cost Funded as Capital	35,000	140,000	175,000
2. Facilities Preventive Maintenance Cost Funded as Capital	25,742	102,967	128,709
3. 10% of ADA Costs Funded as Capital	32,202	128,807	161,009
II. PLANNING ASSISTANCE			
A. 80%/20% Funding			
1. Transit Planning	10,000	40,000	50,000
III. OPERATING ASSISTANCE			
A. Maximum Federal Funding			
1. Eligible net operating expenses of the Fargo Transit System for the period of January 1, 2025 through December 31, 2025 (50% Federal Funding Level)	865,024	865,024	1,730,048
2. 1% Security	6,440	6,440	12,881
3. .075% Safety	4,830	4,830	9,661
Section 5307 Program of Project Totals	\$979,238	\$1,288,069	\$2,267,306

B. RELOCATION

No persons, families, or businesses will be displaced by this project.

C. ENVIRONMENT

This project will not have a significant environmental impact upon the transit services in the area identified above.

D. COMPREHENSIVE PLANNING

This preliminary program of projects is in conformance with comprehensive land use and transportation planning for the area and is consistent with the locally adopted programming of projects in the annual element of the Transportation Improvement Plan (TIP).

E. ELDERLY AND PERSONS WITH DISABILITIES

This project takes into consideration the special transportation needs of the elderly by providing elderly and paratransit services.

F. CHARTER BUS

The City of Fargo will not provide any charter bus operations without first notifying all private operators in the area who claim to be willing and able to provide such service. If a private operator claims to be willing and able to provide charter services, then the City must review the evidence to determine whether or not the private operator will physically be able to provide the charter service, and if the provider has the required legal authority and necessary safety certifications that are required. If it is found that there is at least one willing and able provider which meets all of the aforementioned legal requirements by law, the City is prohibited from using FTA funded vehicles and equipment for charter service.

G. SCHOOL BUS OPERATIONS

The City of Fargo will not be engaged in school bus operations exclusively for the transportation of students or school personnel.

H. PRIVATE ENTERPRISE

Private enterprise is considered in all potential procurement contracts and subcontracts necessary in the operation of the transit system.

Interested persons or agencies desiring an opportunity to be heard with respect to social, economical, and environmental aspects of the program of projects may be heard at a this public hearing.

A copy of the preliminary program of projects, the current Transportation Development Plan, the current Transportation Improvement Plan, and a draft copy of the proposed grant application is available for public inspection at the City Transit Office, 650 23rd Street N, Fargo, North Dakota.

Julie Bommelman
Transit Director

(Publish Date February 8 and 13, 2025)



Report of Action:
FAHR Meeting of 2/10/2025

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Transit

Description: In the spirit of collaboration toward a successful Metro Transit organization, Moorhead and Fargo transit departments arrived at a creative solution of a “swap” of cities’ allocated capital and operating Federal funding for FFY2024. The proposal will allow Moorhead to utilize Federal funding for identified capital expenditures over the next several years, and will allow Fargo to access Federal operating funding needed for calendar year 2025 to support transit operations. The funding swap is an equal \$856,812 for each city. Moorhead’s City Council has approved the agreement. See memo.

Net Financial Impact: Transit Operating +\$856,812

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the attached Federal Fund Distribution agreement between the cities of Fargo and Moorhead and related budget adjustment.



February 18, 2025

City of Fargo Commission
City Hall - 225 4th St N
Fargo, ND 58102

Dear Commissioners:

The Cities of Fargo and Moorhead staff have come to an agreement on how to utilize the FFY2024 funds from the Federal Transit Administration (FTA). There are three sources of federal funds available for the metro area: Section 5307 (Operating and Capital), Section 5310 (Elderly and Disabled) and Section 5339 (Bus and Bus Facilities). Moorhead has identified capital projects over the next five years that could swap FFY2024 operating funds for capital funds.

The attached draft agreement would be specific to FFY2024 funds, but with the understanding projects can change and prices can change, so the plan must be fluid. Essentially, we would propose adjusting the agreement annually to ensure swapping of funds is fair and equitable for both Cities. In addition, future appropriations would also be considered available for programming under this agreement. Through the budget process and the MATBUS Coordination Committee, the capital improvements would be identified annually.

The Section 5307 funds are allocated between ND and MN for the metro area based on data reported to our federal agency. We would propose the same percentage split be applied to the 5310 and 5339 funds, per the attached.

The attached agreement was approved by the MATBUS Coordination Committee on January 15, 2025 and by the City of Moorhead City Council on January 27, 2025.

Requested motion: Approve the attached Federal Fund Distribution agreement between the Cities of Fargo and Moorhead.

Sincerely,

Julie Bommelman
Transit Director
701-476-6737
jbommelman@fargond.gov

**AGREEMENT BETWEEN CITY OF FARGO AND CITY OF MOORHEAD
FOR FEDERAL TRANSIT GRANT FUND DISTRIBUTION**

THIS AGREEMENT, made effective the day of _____, 2025, by and between the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation of the State of North Dakota, hereafter referred to as “Fargo” and the **CITY OF MOORHEAD, MINNESOTA**, a municipal corporation of the State of Minnesota, hereinafter referred to as “Moorhead,” is created to address grant funding distribution from the Federal Transit Administration “FTA” for the Fargo-Moorhead metropolitan area.

WITNESSETH:

WHEREAS, in 2024, the Fargo-Moorhead metropolitan area transitioned to a Transportation Management Area or Large Urbanized Area “Large UZA” as defined by the Federal Transit Administration (FTA) due to the combined population exceeding 200,000; and

WHEREAS, the Governors of North Dakota and Minnesota approved the City of Fargo as “Designated Recipient” for Federal Transit Large UZA funds beginning with appropriations effective October 1, 2024; and

WHEREAS, in the spirit of partnership, Moorhead and Fargo desire to work cooperatively to address transit funding needs in the Large UZA and to track fund appropriations, distribution, and usage to maintain equity between states over time; and

WHEREAS, Fargo and Moorhead desire to address future federal funds annually through their perspective budget and capital improvement process, under the oversight of the MATBUS Coordination Committee, with the flexibility to move projects and change project costs as needed.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The following sources of Federal Transit funds appropriated to the Large UZA are identified as funds available for public transit projects and programming, in addition to discretionary and flexible funding and other funding opportunity programs issued by the U.S. Department of Transportation:
 - Section 5307, Urbanized Area Formula Funding for Transit-related Capital, Operating and Planning
 - Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities
 - Section 5339, Bus and Bus-related Equipment and Facilities

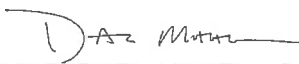
2. Fargo and Moorhead are apportioned FTA Section 5307 funds on a yearly basis. The apportionment is based on population, population density, bus revenue miles, and operational efficiency and identified annually in the federal register as State of North Dakota or Minnesota funds. Fargo and Moorhead agree that Section 5339 and 5310

funds will be split between Moorhead and Fargo based on each City's percentage of the 5307 apportionment.

3. For Federal Fiscal Year (FFY) 2024 (October 1, 2023 – September 30, 2024) funds, Moorhead agrees that Fargo can utilize the Minnesota Section 5307 funds, in the amount of \$856,812, for operating and Fargo agrees that Moorhead can utilize North Dakota Section 5310 and 5339 funds of equal amount for capital projects to be spent.
4. Fargo and Moorhead agree to review funding and project needs annually as part of the budget and capital improvement planning led by the MATBUS Coordination Committee to cooperatively address transit funding needs in the Large UZA, which may include exchanging of funds between states.
5. Fargo and Moorhead agree that any apportioned funds exchanged between the cities/states shall be tracked for equity purposes.

City of Moorhead

By: 
Michelle (Shelly) Carlson, Mayor

By: 
Dan Mahli, City Manager

City of Fargo

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

Attest:

Steven Sprague, City Auditor

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Finance

REQUESTED BY: Wyatt Papenfuss **PROJECT NUMBER :** _____

DATE PREPARED: 2/12/2025

DESCRIPTION OF REQUEST: Adjust FTA Operating Revenue based on funding swap between City of Fargo and City of Moorhead. These expenditures are already included in the 2025 operating budget.

NOTE: if relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
551-0000-331.11-25	\$ 1,733,008	+ \$ 856,812	= \$ 2,589,820
-----			\$ -
-----			\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 856,812	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
-----		+	= \$ -
-----		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: *Date:* _____

By: _____

BA#: _____



**Report of Action:
FAHR Meeting of 2/10/2025**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Water Reclamation
Description: As per the attached memo, Water Reclamation requests to reallocate unspent funds from Project WW1707 for the procurement of an additional Hook & Hoist Refuse Truck to meet the demands resulting from the facility expansion. Water Reclamation will work with the Fleet Services manager to secure the new vehicle. Estimates for the vehicle are \$200,000-\$230,000.

Net Financial Impact: NA – Budget Reallocation

At their meeting, FAHR endorsed this request.

Suggested Motion:
Authorize a Water Reclamation Budget Reallocation of unspent funds from Project WW1707 for procurement of a Hook and Hoist Refuse Truck.



WATER RECLAMATION

REGIONAL WATER
RECLAMATION FACILITY
3400 North Broadway
Fargo, ND 58102
Phone: 701.241.1454 | Fax: 701.241.8159
FargoND.gov

MEMORANDUM

February 10th 2025

To: City Commission
From: Jim Hausauer, Water Reclamation Utility Director *JH*
Re: Budget Reallocation Request for Procurement of 2025 Hook & Hoist Refuse Truck

Background/Need

A high-level explanation of the Water Reclamation Facility (WRF) treatment process begins with the separation of liquid & solid components of wastewater prior to advanced treatment. The liquids proceed through clarifiers and a series of trickling filters for biochemical oxygen demand (BOD), ammonia and nitrogen reduction. The solids are separated through clarification, heated, stabilized through anaerobic digestion, dewatered and subsequently hauled to the landfill for disposal. Prior to the WRF Expansion, solids that were generated, resulted in dewatering three days a week and required only one truck to convey and dispose the material to the landfill.

Now the WRF expansion is nearing completion and operational, the volume of solids produced and requiring treatment, has far exceeded expectations. While this is excellent for the environment and meeting regulatory permit requirements, it has resulted in dewatering 4-6 days a week. An additional truck will ensure continuity of operations for the increased solid production or in the event of an unforeseen mechanical issue. The WRF is currently "borrowing" an older, unreliable truck from Solid Waste to sustain operations.

Proposed Funding

Rather than relying on an older, unreliable extra truck from Solid Waste, Water Reclamation intended on procuring a new truck through the 2026 Budget process. In an effort to expedite the process, Water Reclamation has identified unspent funds associated with Project WW1707 (WRF Flood Control Project). This project is a FEMA Pre-Disaster Mitigation Grant where the construction costs are 75% Federal/25% Local. Budgeting for this project began in 2017, awarded in 2020, bid in 2024. FEMA has allowed the WRF to delay this project multiple time due to conflicts with the plant expansion. With each delay, we increased/added funding with yearly budget cycles to account for inflationary unknowns. This increased funding has resulted in an excess amount of funding that is not needed to complete Project WW1707. The excess amount is sufficient enough to be used for the potential early procurement of a new truck. NOTE: The Fleet Services Manager conservatively estimates the hook & hoist refuse truck to be in the \$200,000 - \$230,000 range.

Recommendation

Authorize a Water Reclamation Budget Reallocation of unspent funds from Project WW1707 for procurement of a Hook & Hoist Refuse Truck.



**Report of Action:
FAHR Meeting of 2/10/2025**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Library

Description: As per the attached memo, the Library requests 2025 budget funding to accommodate additional expenses associated with a new security company as of February 2025 procured via an RFP process in conjunction with Transit. After discussion, the Library has identified anticipated salary savings as an opportunity for budget reallocation.

Net Financial Impact: NA – budget reallocation

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve Library budget adjustment of additional security expense of \$23,385 and an offsetting decreasing in salaries budget.



February 10, 2025

To: City Commission

From: Tim Dirks, MLIS, MPA 
Director
Fargo Public Library

The Fargo Public Library has Signal of North Dakota currently under contract for security services as of the first of February. The firm was identified via the RFP process in conjunction with the Transit Dept. The annual cost for the service is \$23,385.00 more than what was budgeted in our 2025 budget. In order to avoid the significant impacts of this increase, I'm requesting a budget adjustment to our 2025 budget of the identified amount.

Recommended motion:

Adjust line 101-7010-463-3861 from \$97,429.00 to \$106,478.00

Adjust line 101-7012-463-3861 from \$36,900.00 to \$50,335.00

Attachments:

Signal of North Dakota Price Proposal Submittal Form

PRICE PROPOSAL SUBMITTAL FORM
Bid Item No. 1 – Security Services for the City of Fargo Transit
Department and City of Fargo Library

Description	# of Hours per Week	# of Weeks Annually	Total Annual Hours	Cost Per Hour	Annual Cost
February 2025 – January 2026					
Security Guard Services at the Ground Transportation Center	72	52	3,744	\$37.23	\$139,389.12
Security Guard Services at West Acres Transit Hub	73.5	52	3,822	\$37.23	\$142,293.06
Security Guard Services at the Main Library	55	52	2,860	\$37.23	\$106,477.80
Security Guard Services at the Dr. James Carlson Library	26	52	1,352	\$37.23	\$50,334.96
February 2026 – January 2027					
Security Guard Services at the Ground Transportation Center	72	52	3,744	\$37.23	\$139,389.12
Security Guard Services at West Acres Transit Hub	73.5	52	3,822	\$37.23	\$142,293.06
Security Guard Services at the Main Library	55	52	2,860	\$37.23	\$106,477.80
Security Guard Services at the Dr. James Carlson Library	26	52	1,352	\$37.23	\$50,334.96

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Library
 REQUESTED BY: Tim Dirks PROJECT NUMBER : _____
 DATE PREPARED: 2/11/2025

DESCRIPTION OF REQUEST: Reallocate anticipated salary savings to cover additional costs of new security company.
NOTE: if relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
-----			= \$ -
-----			= \$ -
-----		+	= \$ -
-----		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:			\$ -

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-7010-463-38.61	\$ 97,429	\$ 9,049	= \$ 106,478
101-7012-463.38-61	\$ 36,900	\$ 13,435	= \$ 50,335
101-7010-463-11.00	\$ 2,026,971	+ \$ (9,049)	= \$ 2,017,922
101-7012-463.11.00	\$ 408,775	+ \$ (13,435)	= \$ 395,340
-----		+	= \$ -
-----		+	= \$ -
-----		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:			\$ -

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: Date: _____

By: _____

BA# _____



19

Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: FEBRUARY 13, 2025

SUBJECT: CHANGE ORDER ELECTRIC NO. 1 FOR CONSTRUCTION PROJECT BP2405 FIRE STATION 5

This request is for three changes to the Fire Station #5 Construction

1. Drawing modifications were required to accommodate the city Fire Marshal's comments to remove some of the fire alarm devices. This also includes additional coordination with the city related to security cameras and associated server requirements. A new CT cabinet was required by Xcel Energy, so this was integrated into the contract requirements. And finally, there was alignment between the electrical and mechanical drawings for mechanical equipment H-1. This is summarized in EPR-02 and resulted in a credit of \$2,745.45.
2. The city elected to upgrade the 12 CT SMF fiber optic cable that was originally included in the documents to 48 CT SMF. This is summarized in EPR-03 and resulted in \$5,420.80 in additional costs to the contract.
3. There isn't a ceiling in the decon room, 121, so the can light fixtures originally included in the contract documents do not work in this room. Hence, a strip light, similar to what is being used elsewhere on the project, is being installed instead. This is summarized in EPR-04 and resulted in an additional cost to the project of \$207.90.

The original price of the contract was \$421,445.00. The proposed changes will bring the total cost of the contract to \$424,328.25.

RECOMMENDED MOTION: Approve Change Order Electric No. 1 for the contract BP2405, Fire Station 5 in the amount of \$2,883.25.

CHANGE ORDER NO.: 1

Owner: City of Fargo
 Engineer: KLJ Engineering LLC

Owner's Project No.:
 Engineer's Project No.: 2404-00262
 Contractor's Project
 No.:

Contractor: Grotberg Electric Inc
 Project: Fire Station No. 5 Addition
 Contract Name: Electrical Construction (Stipulated Price)
 Date Issued: February 10, 2025

Effective Date of Change Order: January 1, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. **Drawing modifications were required to accommodate the city Fire Marshall's comments to remove some of the fire alarm devices. This also includes additional coordination with the city related to security cameras and associated server requirements. A new CT cabinet was required by Xcel Energy, so this was integrated into the contract requirements. And finally, there was alignment between the electrical and mechanical drawings for mechanical equipment H-1. This is summarized in EPR-02 and resulted in a credit of \$2,745.45.**
2. **The city elected to upgrade the 12 CT SMF fiber optic cable that was originally included in the documents to 48 CT SMF. This is summarized in EPR-03 and resulted in \$5,420.80 in additional costs to the contract.**
3. **There isn't a ceiling in the decon room, 121, so the can light fixtures originally included in the contract documents do not work in this room. Hence, a strip light, similar to what is being used elsewhere on the project, is being installed instead. This is summarized in EPR-04 and resulted in an additional cost to the project of \$207.90.**

Attachments:

EPR-02, EPR-03, and EPR-04

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>421,445.00</u>	Original Contract Times: Substantial Completion: <u>August 13, 2025</u> Ready for final payment: <u>August 27, 2025</u>
Increase from previously approved Change Orders: \$ <u>0.00</u>	Increase from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>421,445.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 13, 2025</u> Ready for final payment: <u>August 27, 2025</u>
Increase this Change Order: \$ <u>2,883.25</u>	Change resulting from this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price incorporating this Change Order: \$ <u>424,328.25</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 13, 2025</u> Ready for final payment: <u>August 27, 2025</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: Cassie Miranec
Title: Project Manager
Date: 2/10/2025

Kyle Sorby
CEO
2/11/2025

Authorized by Owner

By: _____
Title: Mayor
Date: _____



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

December 16, 2024

Tom Moltzan
Project Manager
Grotberg Electric, Inc.
1049 5th Avenue NE
West Fargo, ND 58078

Re: Fire Station No 5 Proposal Request 02 – Electrical Modifications

Dear Mr. Thene:

KLJ is requesting a proposal for the following changes. A general summary is provided below, and revised drawings are attached. Please submit a proposal for these items on or before December 23, 2024. Proposal shall include detailed/itemized costs to be broken down into labor and materials.

- E201 – Location of mechanical equipment H-1.
- E401 – Revision of Security Camera Schedule to remove requirement for a server. The server will be purchased and installed by the owner.
- E501 – Removal of fire alarm devices per the Fire Marshall's comments.
- E801 – Demolition of the CT cabinet.
- E802 – Installation of the new CT cabinet. CT cabinet shall meet all of Xcel Energy's design requirements.
- E803 – Connection for mechanical equipment H-1.
- E902 – Updated schedule for panel B2.

Please note this is not a change order nor direction to proceed with the work. If you have any questions, please contact me at 701-241-2317 or cassie.mcnames@kljeng.com.

Sincerely,
KLJ

A handwritten signature in blue ink that reads "Cassie McNames".

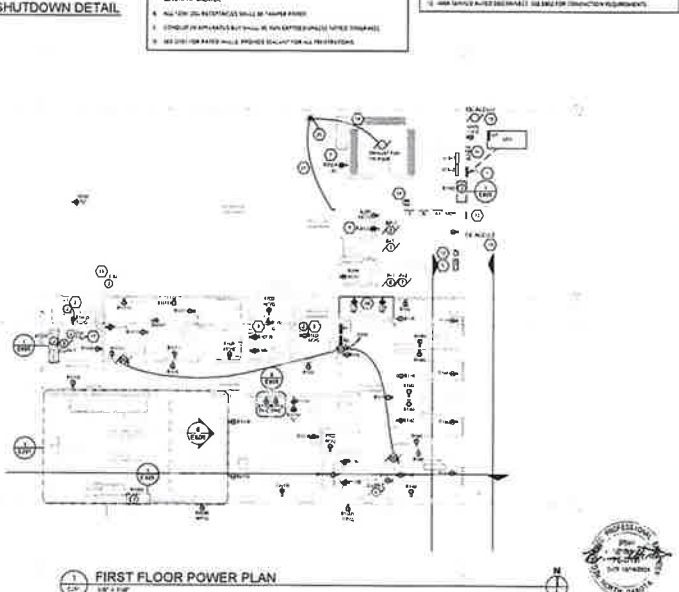
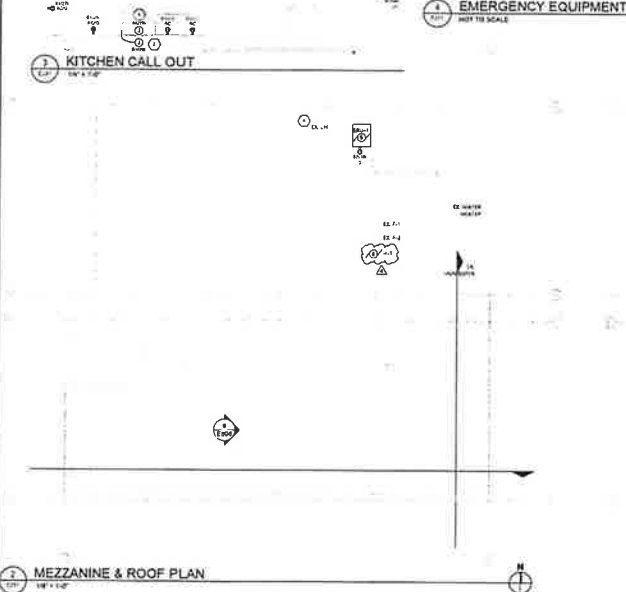
Cassie McNames
Senior Project Manager
Enclosure(s): (7) E201, E401, E501, E801, E802, E803, E902
Project #: 2404-00262
cc: File, Nicholas Naujokas, Brian Wentland

FLOOR BOX SCHEDULE							
TYPE	MANUFACTURER	DATE/REV NUMBER	DEPTH	SIZE	WIRING	REMARKS/NOTES	DATE
1	JULIANE	10/20/10	12.00"	12"	240 VAC/1P/1C		10



- KEYNOTE LEGEND:**
- 1. USE EXISTING SERVICE PULLBOX FOR INSTALLATION OF NEW WIRE FROM UTILITY TRANSFORMER TO NEW AREA SERVICE RATIO CONNECTION
 - 2. PROVIDE AN EMERGENCY STOP WITH CLEAR PLASTIC COVER TO BE TIED TO SHUT OFF RELEASE FOR BRIDLE
 - 3. PROVIDE A NEW CONNECTION TO CONTROL PANEL COORDINATE WITH MC FOR PANEL LOCATION
 - 4. PROVIDE A NEW CONNECTION TO HANDS FREE SW. COORDINATE WITH MC FOR SW LOCATION
 - 5. PROVIDE A NEW CONNECTION TO NEW WALL MOUNTED LOCAL TYPING UNIT. PROVIDE WITH WALL MOUNTED DISCONNECT AT UNIT
 - 6. PROVIDE A NEW CONNECTION FOR GAS BRIDGE POWER SHALL BE ROUTED THROUGH EMERGENCY STOP FOR POWER SHUTOFF
 - 7. PROVIDE NEW WALL MOUNTED RECEPTACLE FOR CONNECTION OF SUPPLEMENTAL POWER UNIT TO EXISTING SW. C.
 - 8. PROVIDE NEW CONNECTION TO EXHAUST FAN
 - 9. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.
 - 10. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.
 - 11. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.
 - 12. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.
- GENERAL NOTES:**
- 1. PROVIDE ALL NEW WIRING THROUGH ALL NEW AND EXISTING CONDUITS OF 1/2" OR LARGER SIZE.
 - 2. ALL NEW WIRING SHALL BE IN RACEWAY OR CONDUIT.
 - 3. CONDUIT TO BE INSTALLED WITH 1/2" OR LARGER SIZE.
 - 4. SEE DWG FOR RACEWAY AND CONDUIT FOR ALL INSTALLATIONS.

- KEYNOTE LEGEND:**
- 1. PROVIDE A NEW SERVICE PULLBOX WITH 2" DIA. HOLES FOR WIRE FROM TRANSFORMER TO NEW AREA SERVICE RATIO CONNECTION
 - 2. PROVIDE A NEW CONNECTION TO HANDS FREE SW. COORDINATE WITH MC FOR SW LOCATION
 - 3. PROVIDE A NEW CONNECTION TO NEW WALL MOUNTED LOCAL TYPING UNIT. PROVIDE WITH WALL MOUNTED DISCONNECT AT UNIT
 - 4. PROVIDE A NEW CONNECTION FOR GAS BRIDGE POWER SHALL BE ROUTED THROUGH EMERGENCY STOP FOR POWER SHUTOFF
 - 5. PROVIDE NEW WALL MOUNTED RECEPTACLE FOR CONNECTION OF SUPPLEMENTAL POWER UNIT TO EXISTING SW. C.
 - 6. PROVIDE NEW CONNECTION TO EXHAUST FAN
 - 7. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.
 - 8. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.
 - 9. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.
 - 10. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.
 - 11. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.
 - 12. PROVIDE NEW WALL RECEPTACLE FOR CONNECTION OF OTHER POWERED EQUIPMENT TO SW. C.

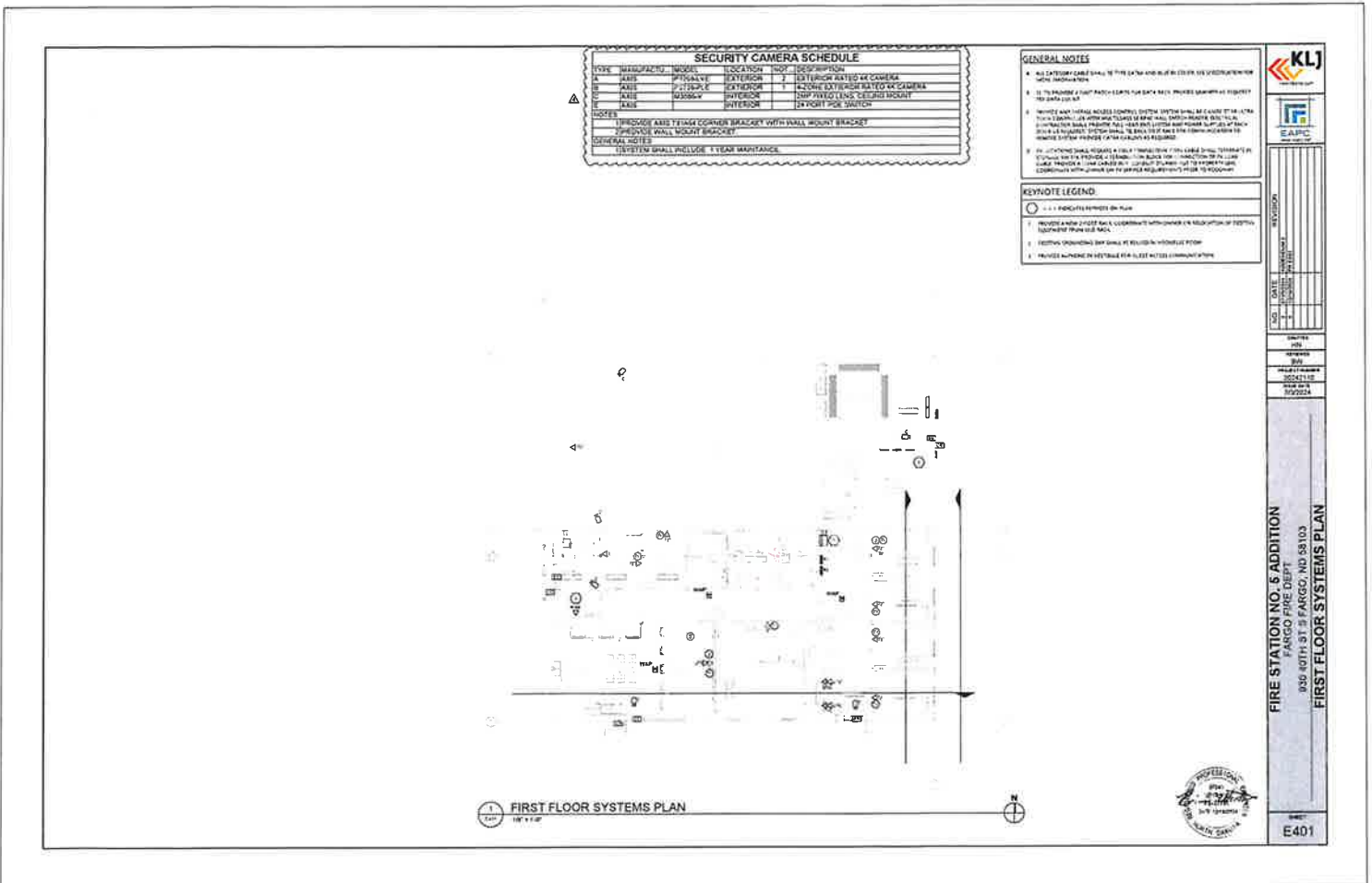


KLJ
KLEIN LOGGERS & JOINTERS, INC.

FIRE STATION NO. 6 ADDITION
FARGO FIRE DEPT
1300 40TH ST S FARGO, ND 58103
FIRST FLOOR POWER PLAN

DATE: 10/20/10
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN

PROJECT NO: E201



SECURITY CAMERA SCHEDULE				
TYPE	MANUFACTURER	MODEL	LOCATION	DESCRIPTION
A	AXIS	P7143VLE	EXTERIOR	EXTERIOR WATED W/ COVER
B	AXIS	P7120VLE	EXTERIOR	EXTERIOR WATED W/ COVER
C	AXIS	M3054V	INTERIOR	INDOOR WATED W/ COVER
D	AXIS	M3054V	INTERIOR	INDOOR WATED W/ COVER
E	AXIS	M3054V	INTERIOR	INDOOR WATED W/ COVER
F	AXIS	M3054V	INTERIOR	INDOOR WATED W/ COVER

NOTES:
 1. PROVIDE AXIS TITANIUM CORNER BRACKET WITH WALL MOUNT BRACKET
 2. PROVIDE WALL MOUNT BRACKET
 GENERAL NOTES:
 1. SYSTEM SHALL INCLUDE 1 YEAR MAINTENANCE

GENERAL NOTES

1. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
4. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
5. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
6. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
8. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
9. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
10. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

KEYNOTE LEGEND

- 1. KEYNOTE LEGEND
- 2. KEYNOTE LEGEND
- 3. KEYNOTE LEGEND
- 4. KEYNOTE LEGEND
- 5. KEYNOTE LEGEND
- 6. KEYNOTE LEGEND
- 7. KEYNOTE LEGEND
- 8. KEYNOTE LEGEND
- 9. KEYNOTE LEGEND
- 10. KEYNOTE LEGEND

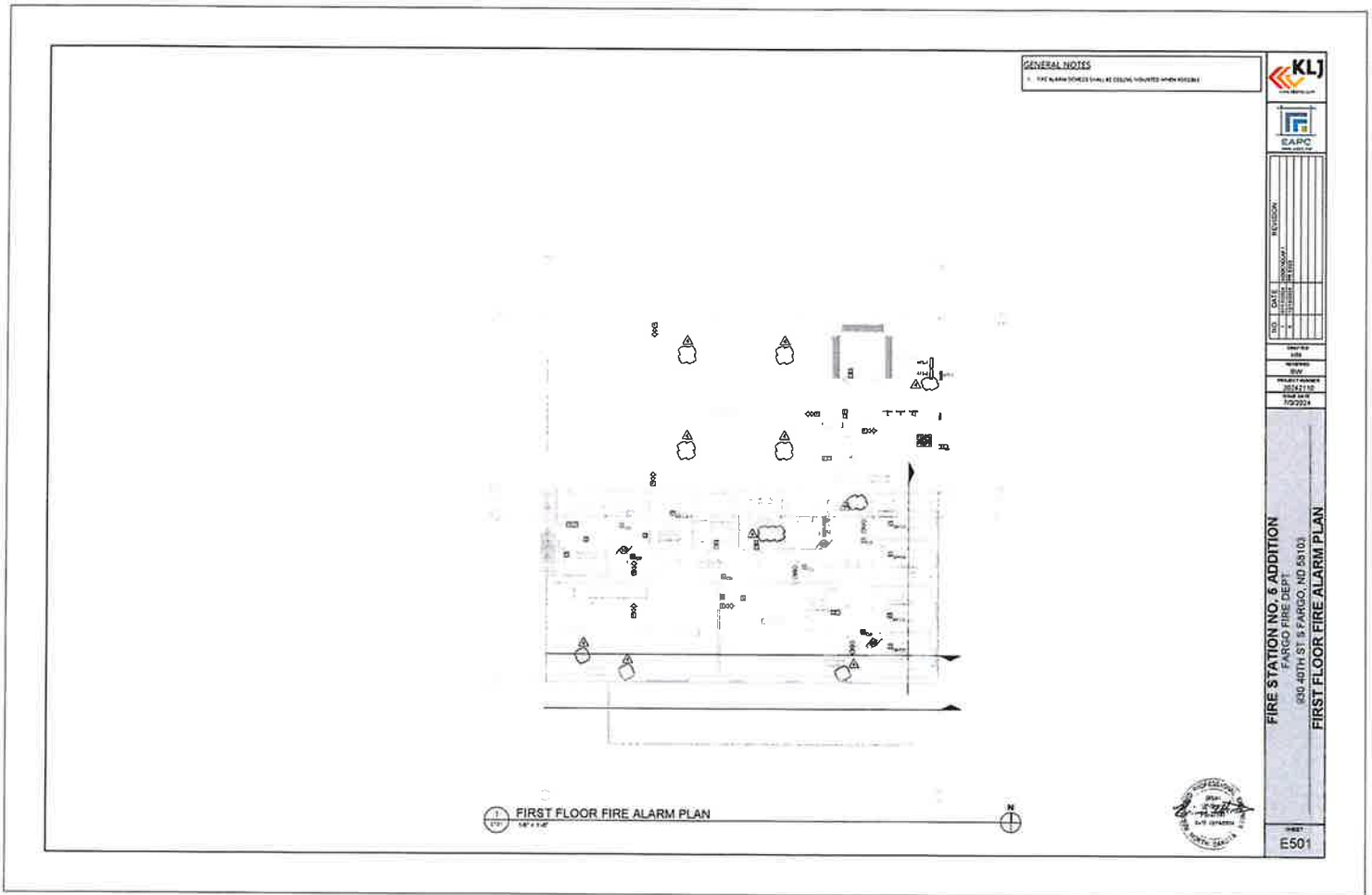
KLJ
 KLEIN LOGAN JOHNSON
 ARCHITECTS
 1000 14TH ST SW
 SUITE 200
 FARGO, ND 58103
 (701) 785-1111
 www.klj.com

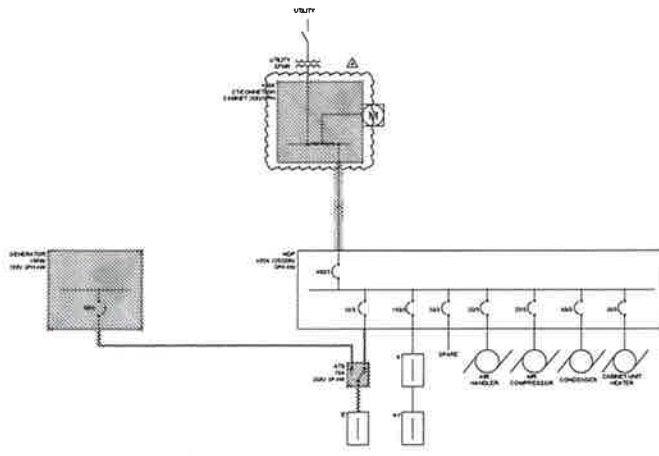
PROJECT INFORMATION

PROJECT NO: 2024-01
 SHEET NO: E401
 DATE: 10/15/24
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES
 APPROVED BY: K. BROWN

PROJECT TITLE
 FIRE STATION NO. 5 ADDITION
 FARGO FIRE DEPT
 830 40TH ST S FARGO, ND 58103
FIRST FLOOR SYSTEMS PLAN

PROFESSIONAL SEAL
 KLEIN LOGAN JOHNSON
 ARCHITECTS
 STATE OF NORTH DAKOTA
 LICENSE NO. 12345





1 EXISTING ONE-LINE DIAGRAM
NOT TO SCALE

KLJ
KLEINER LOGAN & JOHNSON
ELECTRICAL ENGINEERS

NO.	DATE	REVISION

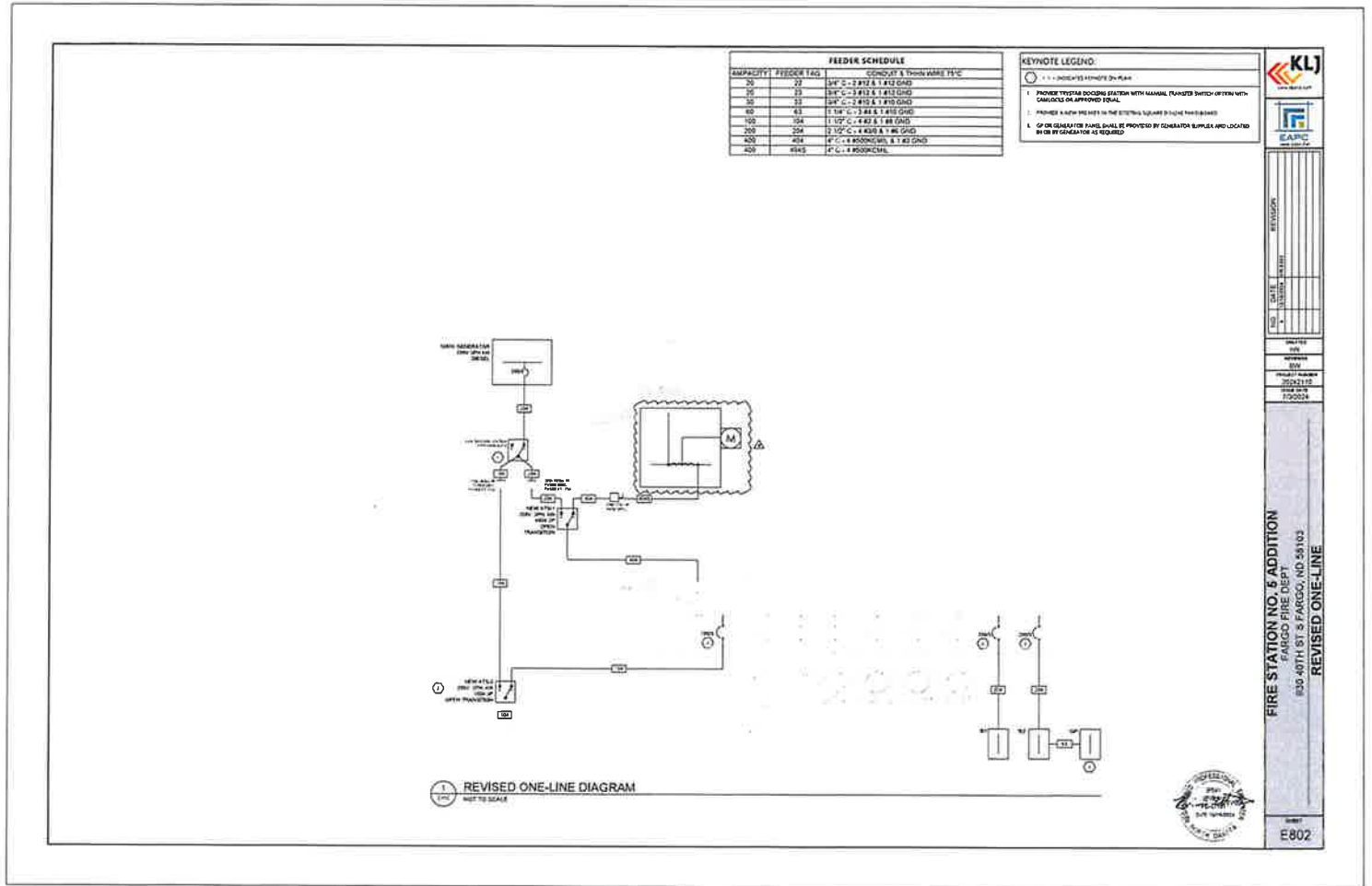
PROJECT NO. 20247118
JOB NO. 1920034

FIRE STATION NO. 6 ADDITION
FARGO FIRE DEPT.
830 40TH ST S FARGO, ND 58103

ONE-LINE DIAGRAM

DATE: 10/20/24
BY: [Signature]
CHECKED: [Signature]

E801






REVISIONS

NO.	DATE	BY	REVISION

DESIGNED BY: _____
CHECKED BY: _____
PROJECT NUMBER: _____
DRAWING NUMBER: _____
SCALE: _____

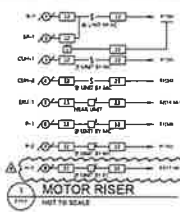
FIRE STATION NO. 5 ADDITION
FARGO FIRE DEPT
630 49TH ST S FARGO, ND 58102

REVISED ONE-LINE

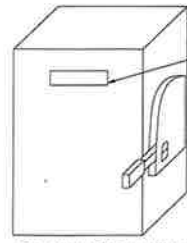
DATE: _____

E802

FEEDER SCHEDULE		
AMPERAGE	PERCENT TAD	CONDUIT & THIN WIRE 75°C
25	25	3/4" C - 2 #12 & 1 #12 GND
25	25	3/4" C - 2 #12 & 1 #12 GND
35	35	3/4" C - 2 #12 & 1 #12 GND
50	50	1 1/4" C - 3 #12 & 1 #12 GND
75	75	1 1/4" C - 3 #12 & 1 #12 GND
100	100	1 1/2" C - 4 #12 & 1 #12 GND
150	150	2 1/2" C - 4 #12 & 1 #12 GND
200	200	2 1/2" C - 4 #12 & 1 #12 GND
400	400	4" C - 4 #300KCMIL & 1 #2 GND
800	800	6" C - 4 #300KCMIL



MOTOR AND EQUIPMENT SCHEDULE																
NO.	DESCRIPTION	MOTOR	FEEDER	LOCATION	EQUIP.	VOLTAGE	HP	A.M.P.	FLA	MFT	STARTER	TYPE	STATUS	PHASES		REMARKS
														3P	4P	
1	ENGINEER LED					120V								3	3	
2	ENGINEER LED					120V								3	3	
3	ENGINEER LED					120V								3	3	
4	ENGINEER LED					120V								3	3	
5	ENGINEER LED					120V								3	3	
6	ENGINEER LED					120V								3	3	
7	ENGINEER LED					120V								3	3	
8	ENGINEER LED					120V								3	3	
9	ENGINEER LED					120V								3	3	
10	ENGINEER LED					120V								3	3	



PROVIDE PLASTIC ENGRAVED NAMEPLATE WITH WHITE LETTERING AND BLACK BACKGROUND. EQUIPMENT RED FROM EMERGENCY POWER SHALL HAVE RED BACKGROUND WITH WHITE LETTERING. NAMEPLATE SHALL BE MOUNTED WITH STAINLESS STEEL HARDWARE. LABEL SHALL CONTAIN THE FOLLOWING: PROVIDE LABELS FOR ALL WIRE, SWITCHBOARDS, SWITCHGEAR PANEL, SOURCE, TRANSFORMERS, DISCONNECT, M-FIS AND ELECTRICAL ENCLOSURES/HOUSING PROTECTIVE SASGABITS.

EQUIPMENT NAME
EQUIPMENT VOLTAGE
EQUIPMENT AMPERAGE/POLES
EQUIPMENT FEED FROM

EXAMPLE
DISCONNECT P-1
480V
100A/3P
FEED FROM HP-1

2 EQUIPMENT NAMEPLATE DETAIL
NOT TO SCALE






NO.	DATE	REVISION	BY

FIRE STATION NO. 5 ADDITION
 FARGO FIRE DEPT
 809 40TH ST. S FARGO, ND 58109
MOTOR & EQUIPMENT SCHEDULE & RISER

SHEET
 E803

NEW PANEL B1									
LOCATION: CHANDLER 10 SUNNY VALLEY HWY MOUNTAIN VIEW SUNNY VALLEY			PANEL: CHANDLER 10 SUNNY VALLEY HWY MOUNTAIN VIEW		VOLTAGE: 120/240 VAC SUNNY VALLEY HWY MOUNTAIN VIEW			ALL RATING: 10 SUNNY VALLEY HWY MOUNTAIN VIEW	
NO.	CIRCUIT DESCRIPTION	CIRCUIT TYPE	WIRE	SIZE	LENGTH	TERMINALS	TERMINALS	TERMINALS	TERMINALS
1
CONDUCTOR LOAD			...	...	...	...	...	...	...
NEUTRAL LOAD			...	...	...	...	...	...	...
PHASE LOAD			...	...	...	...	...	...	...
TOTAL LOAD			...	...	...	...	...	...	...
FEEDER LOAD			...	...	...	...	...	...	...
TERMINAL LOAD			...	...	...	...	...	...	...
FEEDER WIRE			...	...	...	...	...	...	...
TERMINAL WIRE			...	...	...	...	...	...	...
NOTES:									

NEW PANEL B2									
LOCATION: CHANDLER 10 SUNNY VALLEY HWY MOUNTAIN VIEW SUNNY VALLEY			PANEL: CHANDLER 10 SUNNY VALLEY HWY MOUNTAIN VIEW		VOLTAGE: 120/240 VAC SUNNY VALLEY HWY MOUNTAIN VIEW			ALL RATING: 10 SUNNY VALLEY HWY MOUNTAIN VIEW	
NO.	CIRCUIT DESCRIPTION	CIRCUIT TYPE	WIRE	SIZE	LENGTH	TERMINALS	TERMINALS	TERMINALS	TERMINALS
1
CONDUCTOR LOAD			...	...	...	...	...	...	...
NEUTRAL LOAD			...	...	...	...	...	...	...
PHASE LOAD			...	...	...	...	...	...	...
TOTAL LOAD			...	...	...	...	...	...	...
FEEDER LOAD			...	...	...	...	...	...	...
TERMINAL LOAD			...	...	...	...	...	...	...
FEEDER WIRE			...	...	...	...	...	...	...
TERMINAL WIRE			...	...	...	...	...	...	...
NOTES:									

NEW PANEL GP									
LOCATION: CHANDLER 10 SUNNY VALLEY HWY MOUNTAIN VIEW SUNNY VALLEY			PANEL: CHANDLER 10 SUNNY VALLEY HWY MOUNTAIN VIEW		VOLTAGE: 120/240 VAC SUNNY VALLEY HWY MOUNTAIN VIEW			ALL RATING: 10 SUNNY VALLEY HWY MOUNTAIN VIEW	
NO.	CIRCUIT DESCRIPTION	CIRCUIT TYPE	WIRE	SIZE	LENGTH	TERMINALS	TERMINALS	TERMINALS	TERMINALS
1
CONDUCTOR LOAD			...	...	...	...	...	...	...
NEUTRAL LOAD			...	...	...	...	...	...	...
PHASE LOAD			...	...	...	...	...	...	...
TOTAL LOAD			...	...	...	...	...	...	...
FEEDER LOAD			...	...	...	...	...	...	...
TERMINAL LOAD			...	...	...	...	...	...	...
FEEDER WIRE			...	...	...	...	...	...	...
TERMINAL WIRE			...	...	...	...	...	...	...
NOTES:									

EXISTING SWITCHBOARD: MDP									
LOCATION: CHANDLER 10 SUNNY VALLEY HWY MOUNTAIN VIEW SUNNY VALLEY			PANEL: CHANDLER 10 SUNNY VALLEY HWY MOUNTAIN VIEW		VOLTAGE: 120/240 VAC SUNNY VALLEY HWY MOUNTAIN VIEW			ALL RATING: 10 SUNNY VALLEY HWY MOUNTAIN VIEW	
NO.	CIRCUIT DESCRIPTION	CIRCUIT TYPE	WIRE	SIZE	LENGTH	TERMINALS	TERMINALS	TERMINALS	TERMINALS
1
CONDUCTOR LOAD			...	...	...	...	...	...	...
NEUTRAL LOAD			...	...	...	...	...	...	...
PHASE LOAD			...	...	...	...	...	...	...
TOTAL LOAD			...	...	...	...	...	...	...
FEEDER LOAD			...	...	...	...	...	...	...
TERMINAL LOAD			...	...	...	...	...	...	...
FEEDER WIRE			...	...	...	...	...	...	...
TERMINAL WIRE			...	...	...	...	...	...	...
NOTES:									

KLJ
EAPC
FIRE STATION NO. 5 ADDITION
FABCO FIRE DEPT
830 40TH ST S FABCO, ND 58103
SCHEDULES
E902

CHANGE NOTICE

CCN # EPR-002
 Date: 12/20/2024
 Project Name: Fargo Fire Station #5
 Project Number: Fargo Fire Station #5
 Page Number: 1

Client Address:

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
3/4" CONDUIT - EMT	50	77.27	2.00
3/4" CONN SS STL - EMT	2	4.79	0.25
3/4" COUPLING SS STL - EMT	5	14.08	0.25
3/4" EMT & 1/2" RMC 1-PC STRUT CLAMP W/ SADDLE - PLTD	5	7.55	0.29
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/32" MNTG HOLE	1	4.16	0.10
3/4" FLEX - LIQUIDTIGHT METALLIC - GRAY	3	13.76	0.19
3/4" CONN STRAIGHT - LIQUIDTIGHT DIECAST	2	13.27	0.42
#10 THHN BLACK	165	88.37	1.16
WIRE CONN RED	3	0.62	0.23
WIRE CONN RED (#16 TO #10)	3	0.00	0.26
4x 1 1/2" SQ BOX COMB KO	1	11.35	0.29
4" SQ BLANK COVER	1	4.22	0.03
1 5/8x 1 5/8x 12G STRUT GALV	10	51.97	1.25
3/8-16 SPRING NUT 2 7/16 OR 3 1/4" STRUT	4	16.32	0.20
1/4-20x 1 HEX HEAD BOLT - PLTD STL	1	0.06	0.04
3/8-16x 1 HEX HEAD BOLT - PLTD STL	4	0.58	0.21
3/8" FLAT WASHER - PLTD STL	4	0.11	0.05
#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	2	0.05	0.06
UP TO 20 HP 200-550V DC MOTOR DRIVE PANEL	1	25.00	1.00
25A 2P BREAKER BOLT-ON	1	106.00	0.31
30A 250/600V DSN SWNON-FUS - NEMA 1	1	210.60	1.25
#10/2C + GRD MOTOR TERM	1	0.00	0.76
DEMO C/T CABINET	1	0.00	2.00
INSTALL NEW C/T CABINET	1	1,087.00	4.00
PUMPH-1	1	10.00	1.00
Totals	273	1,747.13	17.60

Summary

General Materials		1,747.13
Material Tax	(@ 7.500 %)	131.03
Total Material		1,878.16
JOURNEYMAN	(17.60 Hrs @ \$70.00)	1,232.00
FOREMAN @ 25%	(4.40 Hrs @ \$80.00)	352.00
PROJECT MANAGER @ 12.5%	(1.41 Hrs @ \$90.00)	126.90

ORIGINAL

CHANGE NOTICE

Client Address:

CCN # **EPR-002**
Date: 12/20/2024
Project Name: Fargo Fire Station #5
Project Number: Fargo Fire Station #5
Page Number: 2

Summary (Cont'd)

Subtotal		3,589.06
Markup	(@ 10.000 %)	358.91
Subtotal		3,947.97
FIRE ALARM	(\$-3,181.26 + 0.000 % + 0.000 % + 0.000 %)	-3,181.26
CAMERAS	(\$-3,512.16 + 0.000 % + 0.000 % + 0.000 %)	-3,512.16
Subtotal		-2,745.45
Final Amount		\$-2,745.45

CLIENT ACCEPTANCE

CCN #	EPR-002
Final Amount:	\$-2,745.45
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____

I hereby accept this quotation and authorize the contractor to complete the above described work.

Cost Breakdown	Total (\$)
Material Cost	1,685.95
Direct Labor Cost	1,181.67

ORIGINAL



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

January 15, 2025

Tom Moltzan
Project Manager
Grotberg Electric, Inc.
1049 5th Avenue NE
West Fargo, ND 58078

Re: Fire Station No 5 Proposal Request 03 – Fiber Modifications

Dear Mr. Moltzan:

KLJ is requesting a proposal for the following changes initiated by the City Engineering and Information Services departments to install new 48 CT SM from 13th Avenue South to the new fire station along 38th Street S, 9th Avenue and 40th Street S. A general summary is provided below, and revised drawings are attached. Please submit a proposal for these items on or before January 22, 2025. Proposal shall include detailed/itemized costs to be broken down into labor and materials.

- Sheet FO100-FO101:
 - New 48 CT SM Fiber Optic Cable instead of 12 CT SM Fiber Optic Cable as shown in drawing attached along 9th Avenue S and 40th Street S.
 - Remove existing 24MM Fiber Optic cable between 13th Ave S and 9th Ave S and replace with 48 CT SM fiber.
 - Provide excess cable in each box as shown in the drawings attached.

Please note this is not a change order nor direction to proceed with the work. If you have any questions, please contact me at 701-241-2317 or cassie.mcnames@kljeng.com.

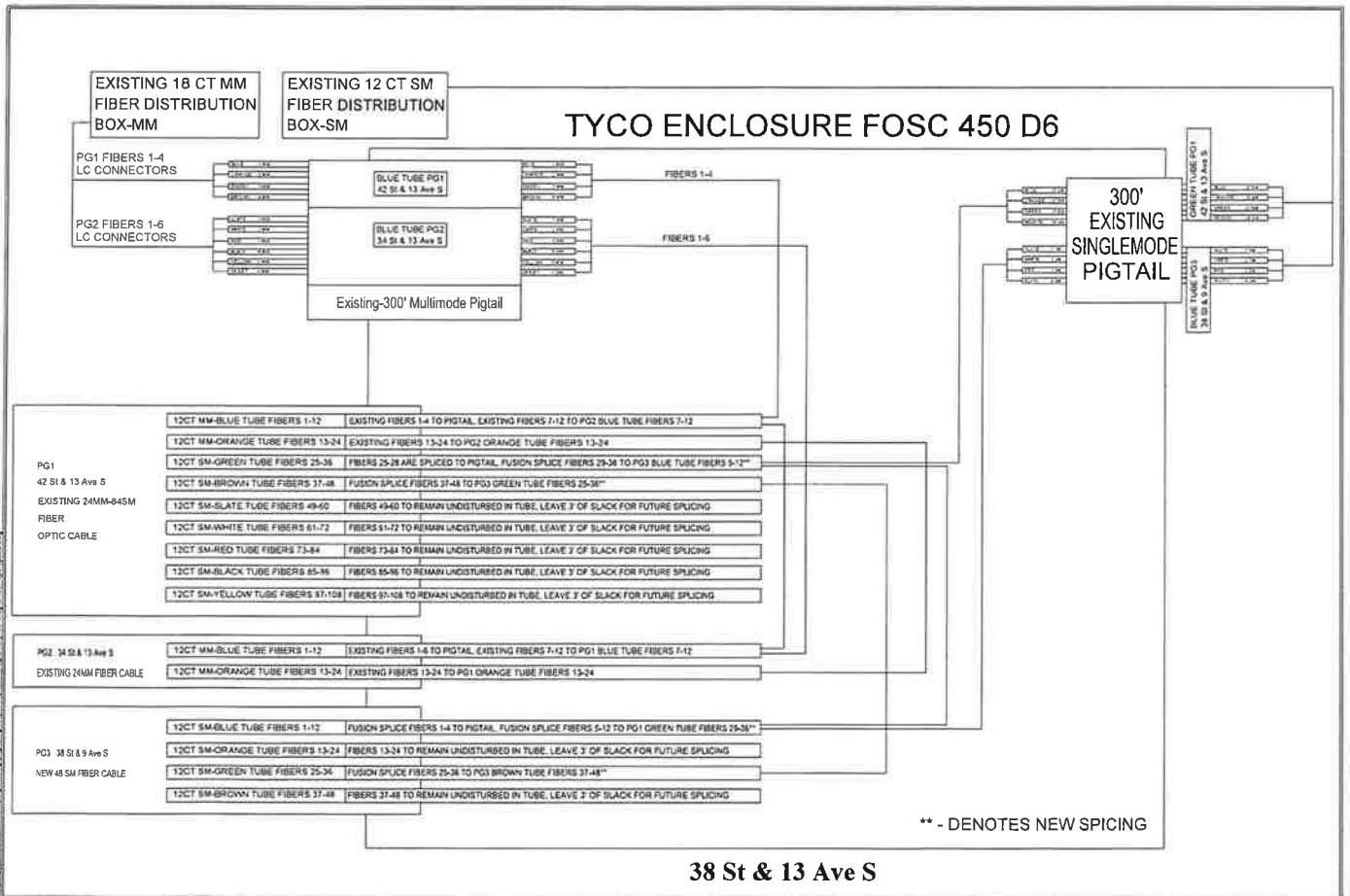
Sincerely,
KLJ

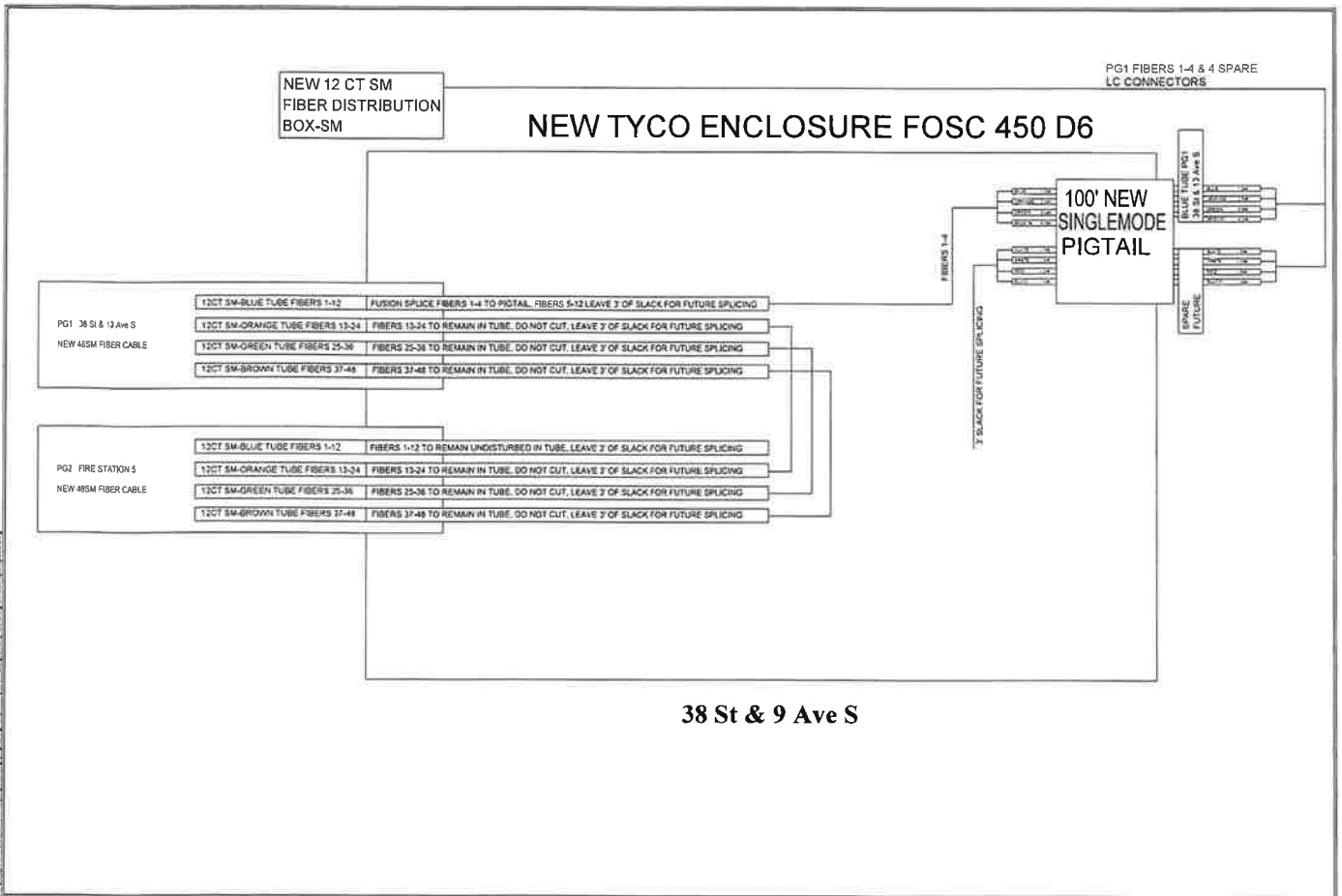
A handwritten signature in blue ink that reads "Cassie McNames".

Cassie McNames
Senior Project Manager
Enclosure(s): (2) FO100 & Supporting fiber diagrams
Project #: 2404-00262
cc: File, Caitlin Wotruba

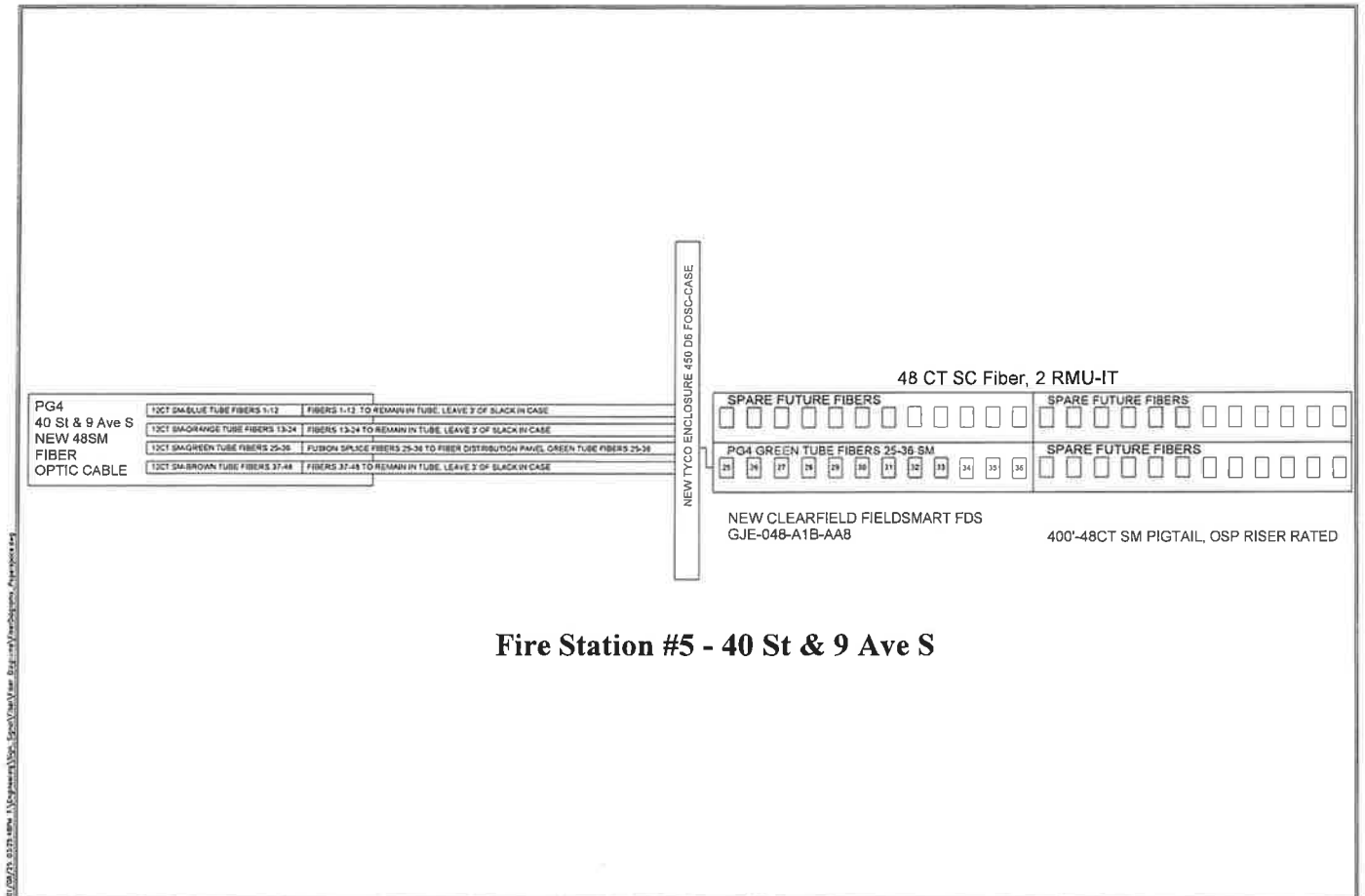


01/08/2025 2:58:23 PM - C:\Users\kathw\Documents\2025\127\FiberOptic\FiberOptic.dwg, 5/11/25, Any, AutoCAD





R:\0273_1808\Draws\1\Network\Draws_Signals\Draws_Signals\Fiber\Drawings\Drawings\129.dwg



CHANGE NOTICE

CCN # **EPR-003 FIBER**
Date: 1/27/2025
Project Name: Fargo Fire Station #5
Project Number: Fargo Fire Station #5
Page Number: 1

Client Address:

Itemized Breakdown

Summary

DATA	(\$4,928.00 + 0.000 % + 0.000 % + 10.000 %)	5,420.80
Subtotal		5,420.80
Final Amount		\$5,420.80

CLIENT ACCEPTANCE

CCN #	EPR-003 FIBER
Final Amount:	\$5,420.80
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____

I hereby accept this quotation and authorize the contractor to complete the above described work.

Cost Breakdown	Total (\$)
Subcontractors Cost	4,928.00
Total Cost	4,928.00

ORIGINAL



Data Technologies Inc.

Fargo: 705 Main Avenue Suite D • West Fargo, North Dakota 58078
 (701) 282-7847 • FAX (701) 282-7623
Bismarck: 3355 Saratoga Avenue #4 • Bismarck, North Dakota 58503
 Phone/Fax : (701) 223-2228

COMMERCIAL INSTALLATION, SALES AND SECURITY AGREEMENT AND PROMISSORY NOTE

Purchaser
Grotberg Electric
Address
1049 5th Avenue NE
City/State/Zip
West Fargo, ND 58078
Contact
Thomas

Project
 Fargo Fire #5 – PR-03

Phone
701-373-0663

Consultant
Mark Vernon

Scope:

Received PR-03 change order request for the Fargo Fire #5 project with the following:

- Sheet F0100-F0101:
 - New 48 CT SM Fiber Optic Cable instead of 12 CT SM Fiber Optic Cable as shown in drawing attached along 9th Avenue S and 40th Street S.
 - Remove existing 24MM fiber optic cable between 13th Ave S and 9th Ave S and replace with 48 CT SM Fiber.
 - Provide excess cable in each box as shown on the drawings attached

What this entails:

1. Install a 48 Strand Single Mode fiber optic cable instead of the original 12 Strand fiber optic cable from Fire Station #5 up to 9th Avenue, across to 38th Street and down to 13th Avenue. Include additional footages as noted on the plans.
2. At the corner of 38th Street and 9th Avenue perform the following:
 - a. a mid-span of the cable, provide a 100 Foot 12 Strand Single Mode Pigtail cable per the plans (and specifications received from Kevin Morlan City of Fargo) and splice the pigtail per the addenda provided splicing diagram.
 - b. City of Fargo to supply the Tyco 450 D6 Case, we will supply the pigtail and splice tray.
3. At the corner of 38th and 13th Avenue perform the following:
 - a. Install the 48 Strand Single mode fiber optic cable into the existing splice enclosure. Splice per the addenda provided diagram into existing pigtails.
 - b. Provide splice tray as needed.
4. At Fire Station #5, route the 48 Strand Single Mode Fiber into the Fire Station and terminate 12 Strands into LC Single Mode fusion splice connectors and place into City of Fargo provided and installed hardware.
5. Demolish out 24 Strand MM fiber cable per provided plans between 13th Ave and 9th Ave.
6. Provide Credit for 12 Strand Single mode and associated hardware that was called for inside the fire station that is now to be provided by the City of Fargo.

NOTE – City of Fargo to provide and install all hardware except for fusion sleeves, LC fusion connectors, noted splice trays, and 100 foot pigtail. All cables shall be terminated and tested per EIA/TIA specifications and City of Fargo standards.

	Fire Station	Sign/Signal	Credit	Total
Materials	\$4,240.00	\$695.00	\$	\$4,935.00
Labor	\$1,975.00	\$1,055.00	\$	\$3,030.00
Credit	\$	\$	(\$3,037.00)	(\$3,037.00)
Total	\$6,215.00	\$1,750.00	(\$3,037.00)	\$4,928.00

Electrical contractor responsible for all underground pvc/conduit runs, conduit, boxes, plywood, grounding bus bar, cable tray, fire rated penetrations.

TERMS: 30 days; 1.5% per month; 18% annual on past due balances. **This quote is good for 20 days from date.**
 Purchaser agrees to pay all collection costs if account balance is not paid in a timely manner. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to a standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: Will not work or be responsible for any cost involving asbestos.

ABT Data Technologies, Inc.

Grotberg Electric

By: Mark Vernon

By: _____

Date: January 23, 2025

Date: _____



300 23rd Ave E, Suite 100
West Fargo, ND 58078-7820
701 232 5353
KLJENG.COM

January 26, 2025

Tom Moltzan
Project Manager
Grotberg Electric, Inc.
1049 5th Avenue NE
West Fargo, ND 58078

Re: Fire Station No 5 Proposal Request 04 – Lights in 121

Dear Mr. Moltzan:

KLJ is requesting a proposal to modify the lights in Room 121. The lights were originally called out to be fixture type C1 and C2. Since there isn't a ceiling in this room, fixture type G is more applicable. Please provide a proposal to omit fixtures C1 and C2 in Room 121 and replace with fixture type G. Please submit a proposal for these items on or before February 3, 2025. Proposal shall include detailed/itemized costs to be broken down into labor and materials.

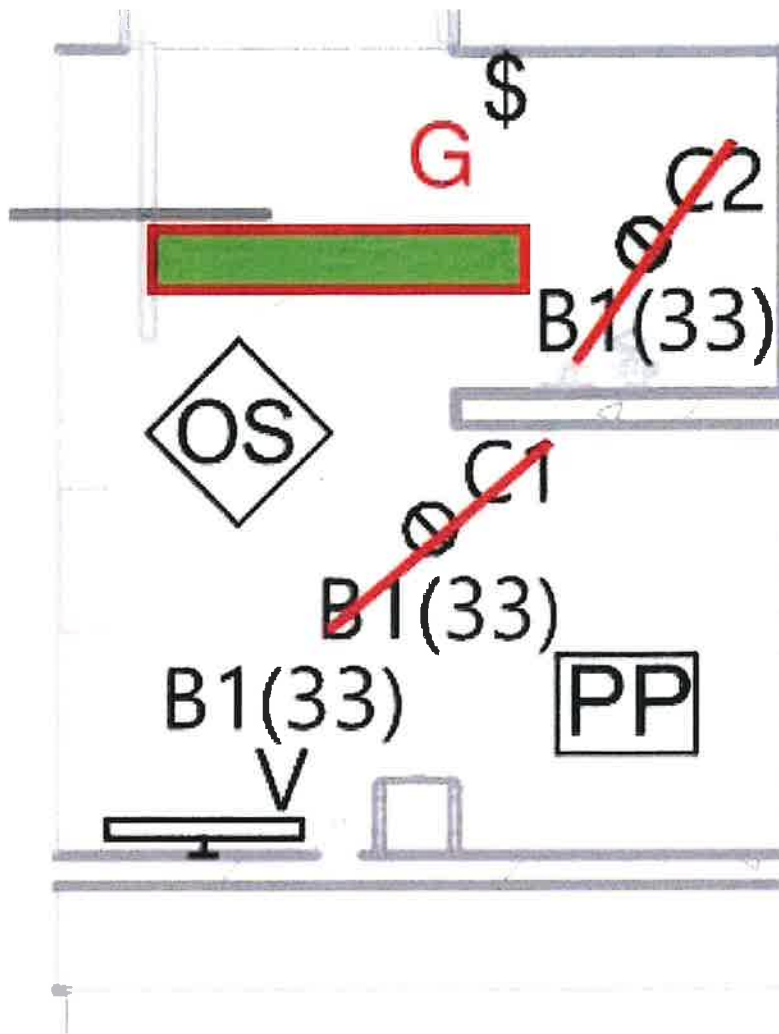
Please note this is not a change order nor direction to proceed with the work. If you have any questions, please contact me at 701-241-2317 or cassie.mcnames@kljeng.com.

Sincerely,
KLJ

A handwritten signature in blue ink that reads "Cassie McNames".

Cassie McNames
Senior Project Manager
Enclosure(s): EPR04 Sketch
Project #: 2404-00262
cc: File, Nicholas Naujokas, Brian Wetland

Proposal Request EPR-04: Lights in Room 121



CHANGE NOTICE

CCN #	EPR-4 TYPE G LIGHT
Date:	1/27/2025
Project Name:	Fargo Fire Station #5
Project Number:	Fargo Fire Station #5
Page Number:	1

Client Address:

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
TYPE G LIGHT	1	175.00	0.00
Totals	1	175.00	0.00

Summary

General Materials		175.00
Material Tax	(@ 8.000 %)	14.00
Total Material		189.00
Subtotal		189.00
Markup	(@ 10.000 %)	18.90
Subtotal		207.90
Final Amount		\$207.90

CLIENT ACCEPTANCE

CCN #	EPR-4 TYPE G LIGHT
Final Amount:	\$207.90
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____

I hereby accept this quotation and authorize the contractor to complete the above described work.

Cost Breakdown

Material Cost	189.00
Total Cost	189.00

ORIGINAL



Border States - FGO
 605 25th St S
 Fargo ND 58103
 Phone: 701-293-5833

Quote

Quote: 27832714
Sold-To Acct #: 736
Valid From: 01/22/2025 **To:** 01/29/2025
Payment Terms: 1% DISCT PROX 25 DUE PROX NET

Created By: Wendlin J Berger
Tel No: 701-271-7256
Fax No:

GROTBERG ELECTRIC-001
 PO Box 426
 VALLEY CITY ND 58072-0426

Inco Terms:
 FOB ORIGIN

Taxes, if applicable, are not included.

Ship-to:
 GROTBERG ELECTRIC
 1049 5TH AVE NE UNIT 2
 WEST FARGO ND 58078-3524

Cust Item	Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	- CSVT L48 4000LM MVOLT 35K 80CRI Type: G	1 EA	175.00 / 1	EA	175.00
Total Value					175.00	

To access Border States Terms and Conditions of Sale, please go to <https://www.borderstates.com>

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.



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Memorandum

DATE: February 18, 2025

TO: Board of City Commissioners

FROM: Shawn Ouradnik, Inspections Director

SUBJECT: Vehicle Towing and Storage Services (RFP25064)

Proposals were opened on Monday, February 10, 2025, in response to a Request for Proposal (RFP25064) for "Vehicle Towing and Storage Services". A total of two (2) sealed responses were received.

All proposals received were reviewed and evaluated based on the following criteria:

- Proposal Completion
- Work Experience
- Available Resources
- Proposed Fees (Attached Bid Tab)

Based on the review of the criteria stated we are recommending the award of the Inspections contract to Fargo Moorhead Towing.

This process is routine.

The recommendation is: **I move to award the Inspection's Towing and Storage Services contract to Fargo Moorhead Towing based on the Request for Proposal (RFP25064).**



**REQUEST FOR PROPOSAL
RFP25064**

Vehicle Towing and Storage Services
for
Inspections Department

RFP Close:
February 10th @ 1PM CST

**CITY OF FARGO
REQUEST FOR PROPOSAL:**

**Vehicle Towing and Storage Services
Inspections Department**

The City of Fargo is requesting proposals from qualified vendors to provide Towing and Storage Services. The successful Service Provider will work closely with the Inspections Department at the City of Fargo.

Sealed proposals will be uploaded to fargond.bonfirehub.com/ for the purpose of evaluating costs and operating parameters. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission.

Proposals will be received until 1:00 P.M. Central Standard Time on Friday, February 12th, 2025.

The City of Fargo reserves the right to reject any or all submittals or accept what is, in its judgment, the submittal(s) which is/are in their best interest. The City further reserves the right, in the best interests of the City of Fargo, to waive any technical defects or irregularities in any / all submittals.

Discussions may be conducted with responsible vendors whose submittals have an opportunity to be reasonably susceptible of being selected for award for purpose of classification to assure full understanding of, and responsiveness to, the solicitation requirements.

Vendors will be selected by an evaluation committee and will be based on the qualifications of the vendors.

Project Contact Information

Shawn Ouradnik

Inspections Director

Office: 701.476.4147

SOuradnik@FargoND.gov

TENTATIVE SCHEDULE

Schedule Item	Date
RFP Posted	January 23, 2025
Questions Due	January 31, 2025
Proposals Due	February 12 th @ 1PM CST
Commission Approval	February 18, 2025

CITY RIGHTS AND OPTIONS

The City at its sole discretion reserves the following rights:

1. To cancel this RFP with or without the substitution of another RFP;
2. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
3. To issue additional requests for information;
4. To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
5. To conduct investigations with respect to the qualifications and experience of each Service Provider;
6. To waive any defect, formality or irregularity in any Proposal received;
7. To reject any or all Proposals;
8. To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation;
9. To discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms; and
10. To enter into any Contract deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding.
11. Preference will be given to Service Provider's that maintain business operation within the corporate limits of the City of Fargo

PROPOSAL CONTENT AND FORMAT

The proposal should include all of the following information:

1. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
2. At least one (1) current reference of former agreements covering similar services listed in the proposal. Include company name, contact name and phone number.
3. A fully executed proposal form with signatures.
4. A list of major equipment owned that would be used in association with this proposal.
5. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP.

SCOPE OF WORK

It is the intent of this RFP to establish a Professional Services Contract with one Service Provider for all towing needs related to junk vehicles and storage services for the City of Fargo Inspections Department. This Contract shall have an initial term of three (3) years from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for successive period of two (2) years. The City reserves the right to negotiate a different length of the Contract at its sole option. Service Provider must have at minimum, sufficient towing vehicles, and administer their own private storage lot for impounded vehicles.

The general scope of the Service Provider's duties will be to tow and deliver vehicles and/or other property to the Provider's Impound Lot and to store, manage, and release such vehicles or other property.

Service Provider must be able to provide services Monday – Friday, 8AM CST to 4PM CST excluding holidays.

Vehicles to be towed and stored will include, but not be limited to: cars, vans, 4 x 4 trucks, light duty trucks, heavy-duty trucks, tractor trailers, boats, RV's and motorcycles.

Service Provider will conduct towing and impound services as needed in connection with City of Fargo ordinance's 13-0903 – Unlawful to store or accumulate junk, junk automobiles, abandoned vehicles or to abandon vehicles and 13-0907 – City may remove junk, junk automobiles or abandoned vehicles – Notice to property owner (Exhibit A).

Service Provider shall maintain complete up-to-date records related to each tow and may be subject to an independent review of this program to be performed annually at the Service Provider's expense.

Service Provider will invoice the owners of towed vehicles, detailing all towing and storage charges within the parameters of the City of Fargo contract.

A. TOWING

Equipment

1. The Service Provider must be able to provide light duty, medium duty, heavy-duty and super heavy-duty wreckers if needed.
2. Service Provider must have access and usability of flatbed and lowboy tilt trailer.

Scheduling

Service Provider will be responsible for meeting certain response times. City of Fargo's point of contact for these services will be Code Enforcement and Rental Inspectors. It will be the Service Provider's responsibility to have a sufficient number of trucks available to perform City tows to insure that it achieves the response time requirements. City of Fargo will work with timelines pre-determined with provider to successfully accomplish each service.

Time of day

Mon - Fri

8:00 a.m. – 4:00 p.m.

Additional Labor

If additional labor is essential and/or required, such additional labor shall be provided by the carrier at the rate presented. Additional labor is only allowable when a laborer is essential to towing and/or recovery services.

B. STORAGE LOCATION ADMINISTRATION

Service Provider shall keep and maintain their private premises, including the building, access areas, walkways, and areas adjoining the building in a clean and orderly condition, free of accumulation.

Hours of Operation

At a minimum, the Service Provider shall maintain the following hours of operation for the release of vehicles towed under this Contract: Monday through Friday 8:00 a.m. to 6:00 p.m., excluding all legal holidays. Please list hours of operation outside of listed times. At all other times the Service Provider shall release vehicles or other property from the Impound Lot within 90-minutes of such request. Nothing in this section, however, shall prohibit the City from requesting or authorizing the release of a vehicle on days and times other than those set forth herein.

C. COLLECTION OF FEES / RELEASE OF VEHICLE

Service Provider must collect all fees from vehicle owner at the time the vehicle is released from their Impound Lot. The Service Provider is prohibited from assessing, charging or collecting any fees or charges to the person claiming the vehicle that are not specified in the fee schedule.

D. SALE OF IMPOUNDED PROPERTY

After 90 days any vehicles become property of the Service Provider. City and Service Provider will follow applicable laws if amended.

E. RECORD KEEPING AND FINANCIAL REVIEW

Awarded Service Provider must keep any information as deemed necessary by the City.

The Service Provider shall maintain complete, up-to-date records of all vehicles towed at the request of the City. At a minimum, such records must contain the following information:

- a. Date and location of the tow
- b. Make, model and year of the vehicle towed
- c. Serial number of the vehicle towed
- d. License plate number and issuing state
- e. Total cost of each tow.
- f. Copy of receipt provided to claimant showing claimant's signature
- g. Date of release
- h. Copy of claimant's proof of ownership and identification

F. OTHER

Personnel

The Service Provider represents that all of its drivers operating tow equipment possess a valid driver's license with a "CDL" endorsement as is applicable and required for that vehicle. The Service Provider shall verify, semi-annually, that the licenses of its personnel are valid and current.

The Service Provider shall insure that its personnel will display patience, tact, and courtesy when dealing with persons claiming ownership of towed vehicles. The Service Provider shall not knowingly or negligently create situations that would cause unfavorable attitudes toward the City of Fargo.

GENERAL ADMINISTRATIVE REQUIREMENTS AND CONDITIONS

A. CONFIDENTIALTY

Service Provider agrees that any information derived from or on behalf of the City, whether proprietary or not, made known to or discovered by Service Provider in connection with this RFP or during the performance of any contract resulting thereof will, be kept confidential and not be disclosed to any person, unless released by the City.

B. CANCELLATION

The City will maintain a strict right to cancel any contracts awarded under this RFP, in whole or in part, if the Service Provider willfully fails to perform any of the provisions in the contract or fails to make reports within the time stated, unless the time is extended in writing by the City.

C. ASSIGNMENT AND SUBCONTRACTING

Any contract awarded under this RFP shall strictly be enforced to adhere to the City's guidelines. All assignees and subcontractors shall be held to the same confidentiality as the awarded Service Provider and shall be considered by the City to be part of the Service Provider's organization.

Exhibit A

13-0903. Unlawful to store or accumulate junk, junk automobiles, abandoned vehicles or to abandon vehicles.

- A. It shall be unlawful for any person to store, or permit the storage or accumulation of trash, rubbish, junk, junk automobiles or abandoned vehicles on any private property in the city of Fargo except within a completely enclosed building or upon the business premises of a duly licensed junk dealer, junk buyer, dealer in used auto parts, dealer in secondhand goods or junk gatherer.
- B. No person shall abandon any vehicle upon a street, highway, alley or other public roadway.
- C. No person shall abandon any vehicle upon any public or private property without the express or implied consent of the owner or person in lawful possession or control of the property.
- D. For purposes of this section, a vehicle shall be presumed to be abandoned if it is left unattended on a highway, alley, or other public roadway, for a period in excess of 48 hours; or on any public or private property without the express or implied consent of the owner or person in lawful possession or control of the property, for a period in excess of 48 hours.
- E. Any police officer who has reasonable grounds to believe that a vehicle has been abandoned may remove the vehicle, or cause it to be removed, at the expense of the owner, to the nearest garage or other place of safety.
- F. In the event a vehicle is not reclaimed by the registered owner or any lien-holder within 90 days, the laws of this state governing the disposition of abandoned property shall apply and the property shall be disposed of in accordance therewith.

Source: 1230 (1966), 1384 (1971), 2538 (1990).

13-0907. City may remove junk, junk automobiles or abandoned vehicles—Notice to property owner.

The city may remove or cause to be removed any junk, junk automobile or abandoned vehicle, or parts of either, from any public or private property after having notified, in writing, the owner or occupant of such property of its intention to do so at least 12 days prior to such removal. Such notice shall identify the property to be removed and the real property upon which it is located and shall state further that if it is not removed by the owner within 12 days, it will be removed by the city and the cost thereof will be assessed against the real property described in the notice. The notice may be served personally upon the owner or occupant of the property; or may be served by regular mail addressed to the same person and to the same address as is designated to receive the real estate tax notice for the property. If service of the notice is by mail, three additional days shall be allowed for mailing time. If such junk or junk automobiles, or parts of either, have not been removed by the owner within the time specified, it shall be removed by the city and disposed of forthwith. If any abandoned vehicles have not been removed by the owner within the time specified, such abandoned vehicles shall be removed and disposed of as provided in § 13-0903 of this article. Such removal by the city shall not excuse or relieve any person of the obligation imposed by this ordinance to keep his property free from storage or accumulation of junk, junk automobiles or abandoned vehicles, or parts of either, nor from the penalties for violation thereof.

Source: 1230 (1966), 2538 (1990).

Vendor Information
Vehicle Towing and Storage Services
Fargo Inspection Department
Fargo, North Dakota

Company Name: _____

Company Address: _____

Hours of Operation: _____

Impound Address: _____

Company Contact: _____

Email: _____

Phone: _____

Federal Tax ID: _____

Authorized Agent Signature: _____

Printed Name: _____

Title: _____

Date: _____

*Please submit this Vendor Information page when responding to the RFP.

Cost Proposal

Standard Tow Fees

Vehicles	Rate
Additional Labor	\$
Dolly Charges	\$
<u>Light Duty Towing</u> Passenger cars, motorcycles and trucks with GVW of 7,000 lbs. or less	\$
<u>Medium Duty Towing</u> Passenger cars, motorcycles and truck with GVW of 7,001 lbs. to 10,000 lbs.	\$
<u>Heavy Duty Towing</u> Mid-size vehicles, delivery trucks, utility vehicles, motorhomes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed trucks, refrigerated and box trucks, small and medium school busses with GVW of 10,001 lbs. to 26,000 lbs.	\$
<u>Super Heavy-Duty towing</u> Large vehicles, large delivery trucks, motorcoaches, refuse trucks, cement mixers and tractor trailer combination with GVW over 26,001 lbs.	\$

Impound Storage Fees

Impound Storage Release	Rate
Administration Charge	\$
Flat rate to release impound vehicles	\$
<u>Daily Storage</u>	
Light Duty	\$
Medium Duty	\$
Heavy Duty	\$
Super Heavy Duty	\$
Additional Charge _____	\$
_____	\$

Vendor Information
Vehicle Towing and Storage Services
Fargo Inspection Department
Fargo, North Dakota

Company Name: Fargo Moorhead Towing
Northland Towing

Company Address: 4021 Main Ave
Suite C Fargo, ND 58103

Hours of Operation: M-F-8.00am - 24 hours towing
Office hrs. service

Impound Address: 4021 Main Ave
Suite C Fargo ND 58103

Company Contact: Brennan Borg

Email: Northlandtowinginc@outlook.com

Phone: 701-850-7347

Federal Tax ID: 26-2497909

Authorized Agent Signature: Lynette Janssen

Printed Name: Lynette Janssen

Title: Office Manager/Accountant

Date: 2/6/2025

*Please submit this Vendor Information page when responding to the RFP.

Cost Proposal

Standard Tow Fees

Vehicles	Rate
Additional Labor	\$ 50.00
Dolly Charges	\$ 30.00
<u>Light Duty Towing</u> Passenger cars, motorcycles and trucks with GVW of 7,000 lbs. or less	\$ 150.00
<u>Medium Duty Towing</u> Passenger cars, motorcycles and truck with GVW of 7,001 lbs. to 10,000 lbs.	\$ 200.00
<u>Heavy Duty Towing</u> Mid-size vehicles, delivery trucks, utility vehicles, motorhomes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed trucks, refrigerated and box trucks, small and medium school busses with GVW of 10,001 lbs. to 26,000 lbs.	\$ 250.00
<u>Super Heavy-Duty towing</u> Large vehicles, large delivery trucks, motorcoaches, refuse trucks, cement mixers and tractor trailer combination with GVW over 26,001 lbs.	\$ 350.00

Impound Storage Fees

Impound Storage Release	Rate
Administration Charge	\$ 40.00
Flat rate to release impound vehicles	\$ 25.00
<u>Daily Storage</u>	
Light Duty	\$ 50.00
Medium Duty	\$ 75.00
Heavy Duty	\$ 100.00
Super Heavy Duty	\$ 100.00
Additional Charge <u>winch</u>	\$ 125.00
	\$

minimum



**REQUEST FOR PROPOSAL
RFP25064**

Vehicle Towing and Storage Services
for
Fargo Inspections Department

RFP Close:
February 10th @ 1PM CST

Vendor Information
Vehicle Towing and Storage Services
Fargo Inspection Department
Fargo, North Dakota

Company Name: All Pro Towing LLC

Company Address: 3201 39th St S

Fargo ND 58104

Hours of Operation: 8:00 am - 6:00 pm m-F (24hr emergency)

Impound Address: 3201 39th St. S

Fargo ND 58104

Company Contact: Nathan Lohman

Email: allprotowingllc@aol.com

Phone: 701-541-3900

Federal Tax ID: 47-5529595

Authorized Agent Signature: 

Printed Name: William Lohman

Title: Owner

Date: 1-4-2025

*Please submit this Vendor Information page when responding to the RFP.

Cost Proposal

Standard Tow Fees

Vehicles	Rate
Additional Labor	\$ 75. ⁰⁰
Dolly Charges	\$ 25. ⁰⁰
<u>Light Duty Towing</u> Passenger cars, motorcycles and trucks with GVW of 7,000 lbs. or less	\$ 100/hr
<u>Medium Duty Towing</u> Passenger cars, motorcycles and truck with GVW of 7,001 lbs. to 10,000 lbs.	\$ 175/hr
<u>Heavy Duty Towing</u> Mid-size vehicles, delivery trucks, utility vehicles, motorhomes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed trucks, refrigerated and box trucks, small and medium school busses with GVW of 10,001 lbs. to 26,000 lbs.	\$ 250/hr
<u>Super Heavy-Duty towing</u> Large vehicles, large delivery trucks, motorcoaches, refuse trucks, cement mixers and tractor trailer combination with GVW over 26,001 lbs.	\$ 300/hr

Impound Storage Fees

Impound Storage Release	Rate
Administration Charge	\$ 50. ⁰⁰
Flat rate to release impound vehicles	\$ 185. ⁰⁰
<u>Daily Storage</u>	
Light Duty	\$ 50. ⁰⁰
Medium Duty	\$ 75. ⁰⁰
Heavy Duty	\$ 125. ⁰⁰
Super Heavy Duty	\$ 125. ⁰⁰
Additional Charge _____	\$
_____	\$

ALL PRO TOWING LLC

PROPOSAL FOR VEHICLE TOWING AND STORAGE FOR FARGO INSPECTIONS DEPARTMENT

All Pro Towing is a full service light and heavy duty towing company, can tow anything from 1000 lbs to 150,000 lbs. Very experienced drivers with wreckmaster certifications who work closely with the ND and MN Highway Patrol. We have been in business for over 10 years.

We have contracts with several apartment complexes in the fargo moorhead area, we also do private impounds/towing for many businesses in the area such as Caseys, Holiday Gas Stations, Loves Truck Stop, and many more.

Reference: Jozlyne, Valley Rentals 701-729-3171

We have a secured impound lot with gate and full camera system

Our equipment list consists of : 3 Heavy Duty Wreckers, 3 Light/medium Duty tow trucks, Flatbed tow truck, Bobcat, 2 semi trucks and a landall.

AGREEMENT

This agreement, made and entered into this 18th day of February 2025, by and between the City of Fargo, a municipal corporation ("City"); and Fargo Moorhead Towing of Fargo, North Dakota ("Contractor").

PREMISES:

- A. City has solicited proposals for the removal, impound and disposition of junk cars.
- B. Contractor has submitted a proposal for such removal, impound and disposition.
- C. City has determined that the proposal submitted by contractor is the most advantageous to the City.
- D. The parties entered into a contract on February 18, 2025.
- E. The parties mutually agree that certain amendments to that contract are necessary.
- F. The parties wish to reduce their supplemental agreement to writing.

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

- 1. Contractor agrees to provide prompt wrecker services to the City of Fargo for the removal of junk cars, as may be designated by the City; in the event the contractor is unable, for any reason, to furnish prompt wrecker services, they will be required to hire another firm to remove junk cars, at its expense.
- 2. Contractor will provide a suitably fenced storage area and will retain all vehicles picked up for a minimum period of ninety days.
- 3. During the ninety-day holding period, the owner of such vehicle may take possession thereof by paying to the Contractor an impound fee of \$150 Light Duty/\$200 Medium Duty/\$250 Heavy Duty/\$350 Super Heavy-Duty and a per day storage charge of \$50 Light Duty/\$75 Medium Duty/\$100 Heavy Duty/\$100 Super Heavy-Duty. An administrative fee of \$40 may apply, and, if needed, dollies/skates/go jacks may be used, in which, a \$30 fee will apply and a \$125 minimum charge for winching will apply when needed. If additional labor for circumstances need to provide the services listed above is necessary, a \$50 fee per hour of additional labor shall apply. No vehicle may be removed by the owner which does not have a current automobile registration tag.
- 4. Any vehicles which are not claimed by the owner within the ninety-day period shall be retained by Contractor for salvage purposes.

5. Contractor shall, on the first day of each month, furnish the City with an accounting which shall consist of a list of all vehicles which are picked up and impounded and all vehicles which are claimed by the owner

6. Contractor agrees to dismantle for parts or crush all motor vehicles which are not claimed by the owner and retained by contractor all possible polluting chemicals and other hazards will be removed and disposed of properly. No motor vehicle shall be sold to the public at large.

7. The term of this agreement shall be from February 18, 2025 through February 18, 2028. This Contract shall have an initial term of three (3) years from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for successive period of two (2) years. This agreement may be terminated at any time by either party upon giving thirty days written notice of such termination.

8. Service Provider shall maintain complete up-to-date records related to each tow and may be subject to an independent review of this program to be performed annually at the Service Provider's expense. Service Provider will invoice the owners of towed vehicles, detailing all towing and storage charges within the parameters of the City of Fargo contract.

Dated this 18th day of February, 2025.

CITY OF FARGO

BY _____
Its Mayor

Fargo Moorhead Towing

BY Shirley Jansson Manager
Its Authorized Representative

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City of Fargo Staff Report			
Title:	Avery Commons Addition	Date:	11/27/2024
		Update:	2/13/2025
Location:	4931, 4943, 4949, 4955, and 4967 Avery Lane South	Staff Contact:	Donald Kress, current planning coordinator
Legal Description:	Lots 5 through 9, Block 5, Cottagewood First Addition		
Owner(s)/Applicant:	Designer Homes of Fargo Moorhead, LLC / Houston Engineering, Inc.	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lots 5 through 9, Block 5, Cottagewood First Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: February 18 th , 2025		
Existing		Proposed	
Land Use: Residential		Land Use: Residential	
Zoning: SR-4		Zoning: No change	
Uses Allowed: Allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, certain telecommunications facilities, and basic utilities		Uses Allowed: No change.	
Maximum Density Allowed: 12.1 dwelling unit per acre		Maximum Density Allowed: No change	
Proposal:			
The applicant requests one entitlement:			
<ol style="list-style-type: none"> 1. A minor subdivision, to be known as Avery Commons Addition, replat of Lots 5 through 9, Block 5, Cottagewood First Addition, to the City of Fargo, Cass County, North Dakota 			
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.			
Surrounding Land Uses and Zoning Districts:			
<ul style="list-style-type: none"> • North: SR-2 with single-dwelling residential uses • East: SR-4 with single-dwelling residential uses • South: SR-4 with single-dwelling residential uses • West: SR-4 with single-dwelling residential uses and P/I, Public/Institutional (City of Fargo stormwater detention facility) 			
Context:			
Schools: The subject property is located within the Fargo School District and is served by Kennedy Elementary, Carl Ben Eielson Middle and South High schools.			
Neighborhood: The subject property is located within the Woodhaven neighborhood.			
Parks: Cottagewood Park, located at 4896 38 th Street South, is approximately 0.09 mile east of the subject property and provides amenities of grill; picnic table; playground, ages 5-12; recreational trails; and a shelter.			
Pedestrian / Bicycle: A shared-use path is located along the north side of 49 th Avenue South one block north of the subject property. This path is a part of the metro area bikeways system.			
MATBUS Route: The subject properties are not location along a MATBUS route.			

Staff Analysis:

The existing lots were platted as part of the Cottagewood First Addition in 2013. The lots have not been developed. The subdivision replats the five existing lots into four lots.

PROPOSED LOT	AREA
1	10,178
2	9,800
3	9,800
4	10,178

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

- Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The requested minor subdivision replats the existing five lots into four lots for residential development. The current zoning is SR-4, Single Dwelling Residential. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries or comments. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code, and the Fargo Growth Plan 2024. **(Criteria Satisfied)**

- Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission staff and move to approve the proposed subdivision plat, **Avery Commons Addition**, as outlined within the staff report, as the proposal complies with the adopted Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: December 3rd, 2024

At the December 3rd, 2024 Planning Commission hearing, that Commission, by a vote of 10-0 with one Commission seat vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, Avery Commons Addition, as outlined within the staff report, as the proposal complies with the adopted Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C and all other applicable requirements of the Land Development Code.

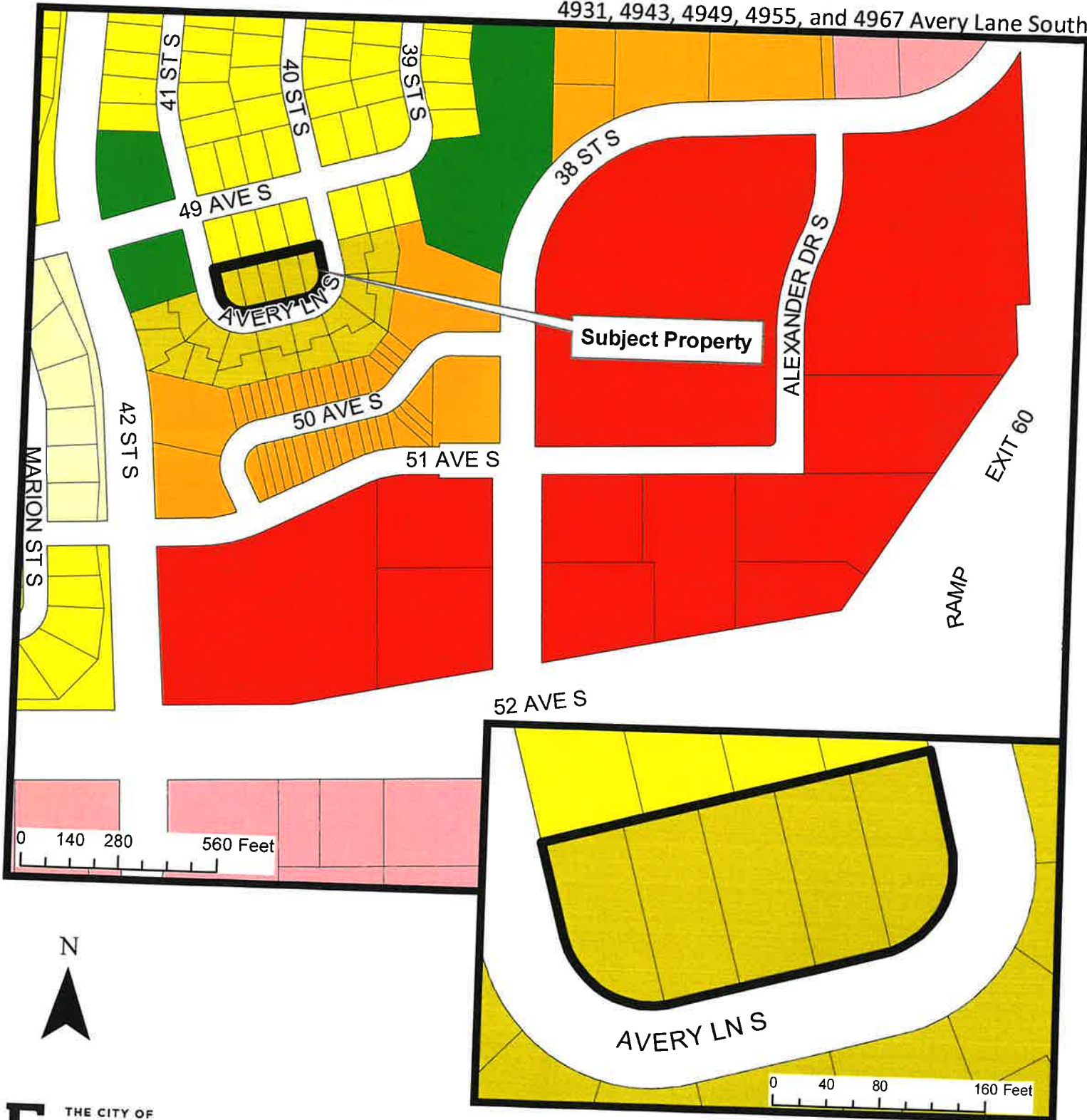
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Avery Commons Addition

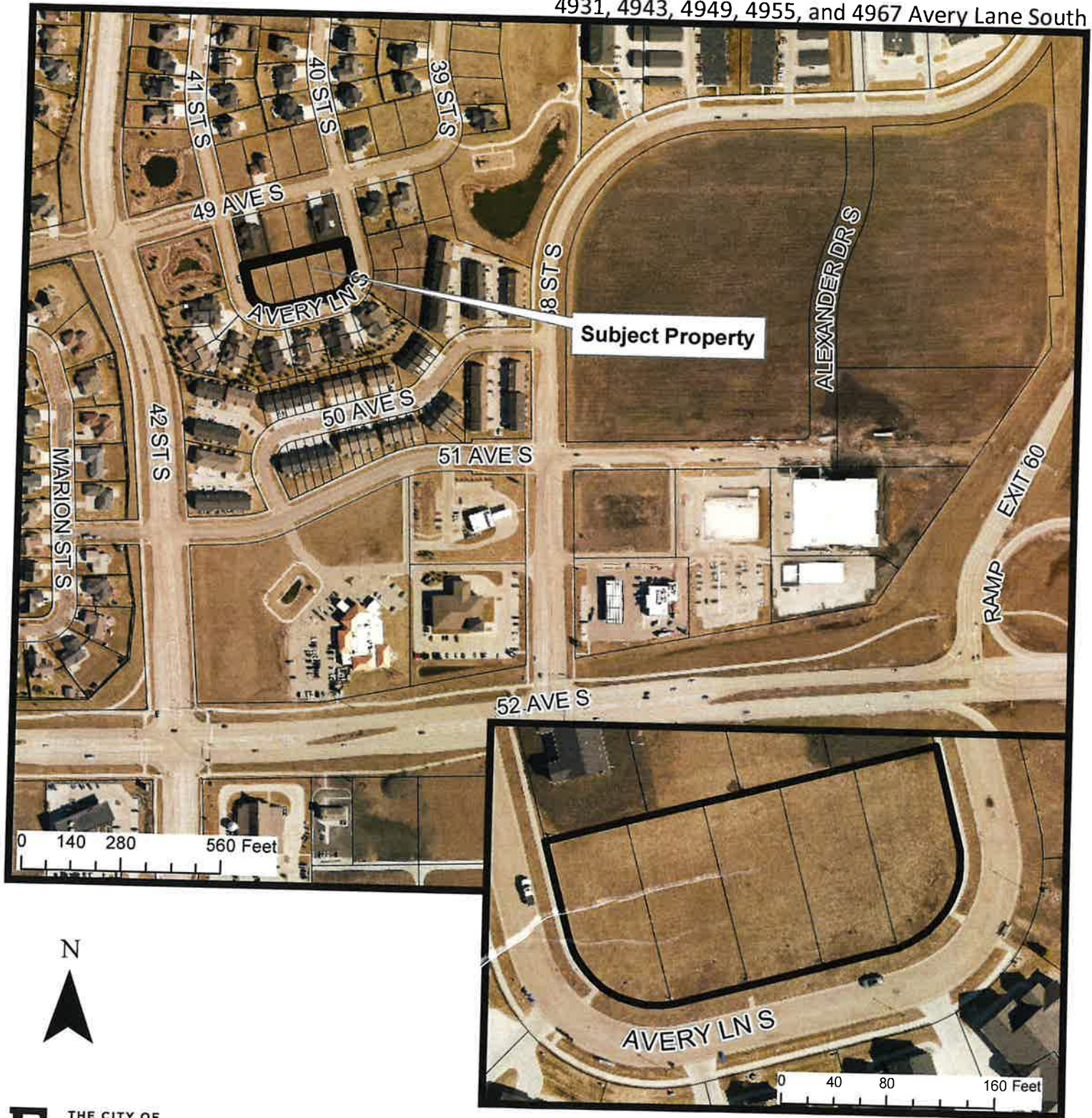
4931, 4943, 4949, 4955, and 4967 Avery Lane South



Minor Subdivision

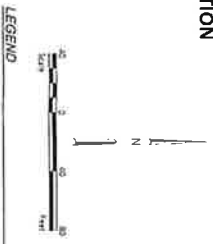
Avery Commons Addition

4931, 4943, 4949, 4955, and 4967 Avery Lane South



AVERY COMMONS

A MINOR SUBDIVISION BEING A REPLAT OF LOTS 5, 6, 7, 8 & 9, BLOCK 5, COTTAGEWOOD FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND

PLAT BOUNDARY

NEW LOT LINE

EXISTING CONTROL (LAND 1981)

EXISTING UTILITY EASEMENT

BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO ORIGINAL COORDINATE SYSTEM, ELEVATION 1981.

NOTES

1. PORTION OF THE SUBDIVISION IS SITUATED IN ZONE A-1 (RECREATION) AS SHOWN ON THE CITY OF FARGO ZONING MAP DATED JAN. 18, 2015 AS AMENDED BY ORD. 1509 DATED APR. 27, 2015.

2. ZONE A-1 PERMITS AN RESIDENTIAL ONLY USES WITHIN THE BOUNDARY OF THIS SUBDIVISION. ELEVATION CONTROL ONLY DEPICTED WITHIN ZONE A-1.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, That Hennigan Homes, LLC, a North Dakota limited liability corporation, is the owner and proprietor of the following described tract of land:

Lot 5, 6, 7, 8 & 9, Block 5, Cottagewood First Addition to the City of Fargo, Cass County, North Dakota

Said tract contains 0.917 acres, more or less.

And that said party has caused the same to be surveyed and plans hereon to be filed in Avery Commons in the City of Fargo, Cass County, North Dakota.

OWNER

Hennigan Homes, LLC, a North Dakota limited liability corporation

Typical M. Beck, President

State of North Dakota

County of Cass

FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission the 3rd day of October, 2023.

Marilyn R. Yack, Chair
Fargo Planning Commission

State of North Dakota

On this 20th day of January, 2025, before me, a North Dakota limited liability corporation, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said municipal corporation.

Nearby Public: *Marilyn R. Yack*

On this 20th day of January, 2025, before me personally, I, Tracy J. Mahoney, Mayor, City Auditor, City of Fargo, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Nearby Public: *Tracy J. Mahoney*

PLATTEYS CERTIFICATE AND ACKNOWLEDGEMENT

I, Curtis A. Stangor, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that the plat on file and shown hereon was prepared by me or under my direct supervision and to the best of my knowledge and belief the same are true and correct in accordance with the provisions of the laws of North Dakota. My commission expires on the 31st day of December, 2025.

Dated by: 12th day of JANUARY, 2025.

Curtis A. Stangor, Professional Land Surveyor No. 4723

State of North Dakota

FARGO CITY COMMISSIONERS APPROVAL

Approved by the Board of City Commissioners and defined (filed) this day of _____, 2023.

Tracy J. Mahoney, Mayor

State of North Dakota

On this 11th day of January, 2025, before me personally, I, Tom Kowalski, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the City of Fargo.

Nearby Public: *Tom Kowalski*

On this 11th day of January, 2025, before me personally, I, Timothy J. Mahoney, Mayor, City of Fargo, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the City of Fargo.

Nearby Public: *Timothy J. Mahoney*

CITY ENGINEER'S APPROVAL

Approved by the Fargo City Engineer this _____ day of _____, 2023.

Tom Kowalski, P.E. City Engineer

State of North Dakota

County of Cass

On this _____ day of _____, 2023, before me personally, I, _____, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as City Engineer.

Nearby Public: _____



Sheet 1 of 1
Project No. 6023-0127

22

City of Fargo Staff Report			
Title:	Skyline Addition	Date: Update:	1/2/2025 2/13/2025
Location:	1117, 1121, 1125, 1129, 1133, 1137, and 1141 18th Street North	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lots 16 through 22, Block 3, Beardsley's Addition		
Owner(s)/Applicant:	Bison Gold LLC / Nate Vollmuth	Engineer:	RJN Survey
Entitlements Requested:	Minor Subdivision (Plat of Skyline Addition , a replat of Lots 16 through 22, Block 3, Beardsley's Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: February 18 th , 2025		

Existing	Proposed
Land Use: Vacant (structures recently demolished)	Land Use: Multi-dwelling residence
Zoning: UMU, University Mixed Use	Zoning: No change
Uses Allowed: allows detached houses, attached houses, duplexes, multi-dwelling structures, group living, daycare centers with no limitation on the number of children or adults, office, commercial parking, retail sales and service vehicle service (limited), certain telecommunications facilities, safety services, colleges, and basic utilities.	Uses Allowed: No change
Maximum Building Coverage: 85%	Maximum Building Coverage: No change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Skyline Addition**, a replat of Lots 16 through 22, Block 3, Beardsley's Addition to the City of Fargo, Cass County, North Dakota.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: P/I, Public/Institutional; North Dakota State University
- East: UMU; multi-dwelling residential uses
- South: UMU; multi-dwelling residential uses
- West: UMU with single-dwelling and multi-dwelling residences (*The attached zoning map indicates the property across the street from the subject property, currently zoned SR-3, is being rezoned to UMU. Final reading of this rezone ordinance will be on the February 18th, 2025 City Commission consent agenda.*)

Area Plans:

The Roosevelt/NDSU Neighborhood Brief of the Core Neighborhoods Plan designates the the subject property as "multi-family." The current zoning is UMU, University Mixed Use, which matches this land use designation. No zone change or land use plan amendment is proposed with this project.

(continued on next page)

Context:

Schools: The subject property is located within the Fargo School District, specifically within the Roosevelt/Horace Mann Elementary, Ben Franklin Middle and North High schools.

Parks: Johnson Soccer Complex (1420 11th Avenue North) is located approximately 0.20 miles southeast of the subject property and provides amenities of playground, ages 2-5; restrooms shelter; soccer field; warming houses; picnic table.

Pedestrian / Bicycle: There is an off-road multi-use path along the 12th Avenue property frontage.

Neighborhood: The subject property is included in the Roosevelt/NDSU Neighborhood.

MATBUS Route: The subject property is within the MATBus On-Demand NDSU Service Area.

Staff Analysis:

This project was reviewed by the City’s Planning and Development, Engineering, Public Works, and Fire Departments (“staff”), whose comments are included in this report.

MINOR SUBDIVISION

The plat will replat seven existing lots into a single lot in one block for residential development.

ACCESS

The project site will take access from 18th Street North and from the alley on the east side of project site. There will be no access from 12th Avenue North.

JANUARY 7th, 2025 PLANNING COMMISSION HEARING

At the January 7th, 2025 Planning Commission hearing, two residents spoke in opposition to the application stating concerns about increased traffic, parking concerns, size of the building, effect on special assessments and taxes, water pressure, and safety.

Discussion was held on the building permit process, and the Planning Commission’s jurisdiction with this application. Further discussion was held on the number of units allowed by right, the University Mixed-Use (UMU) zoning district allowances, setback requirements, and next steps.

Planning staff spoke on the subdivision and site plan review processes and the UMU, University Mixed Use zoning district. City Engineering staff explained the special assessment process.

The applicant’s representative spoke on behalf of the application. He stated a high-density residential project is intended to be developed on the site. The applicant plans to develop the property in accordance with the Land Development Code and UMU zoning.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
 The current zoning is UMU, University Mixed Use. No zone change is proposed. This zoning is consistent with the Roosevelt/NDSU Neighborhood Brief of the Core Neighborhoods Plan designation of “multi-family” for this property. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry. Public comments at the January 7th, 2025 Planning Commission hearing are noted above. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments.
(Criteria Satisfied)

2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Skyline Addition**, as outlined in the staff report, as the proposal complies with the Core Neighborhoods Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."

Planning Commission Recommendation: January 7th, 2025

At the January 7th, 2025 Planning Commission hearing, that Commission, by a vote of 10-0 with one Commission seat vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the **Skyline Addition**, as outlined in the staff report, as the proposal complies with the Core Neighborhoods Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.

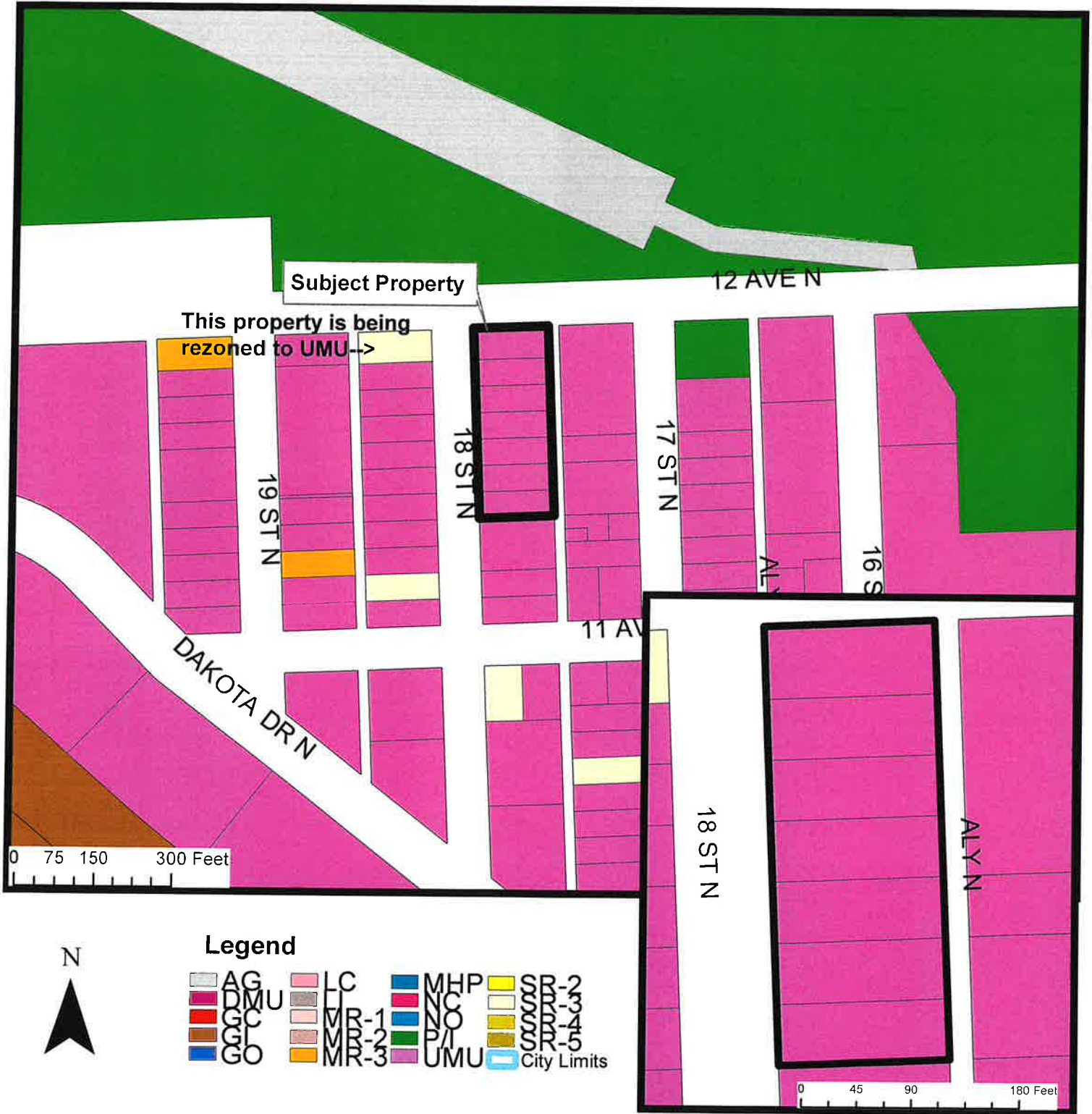
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

Skyline Addition

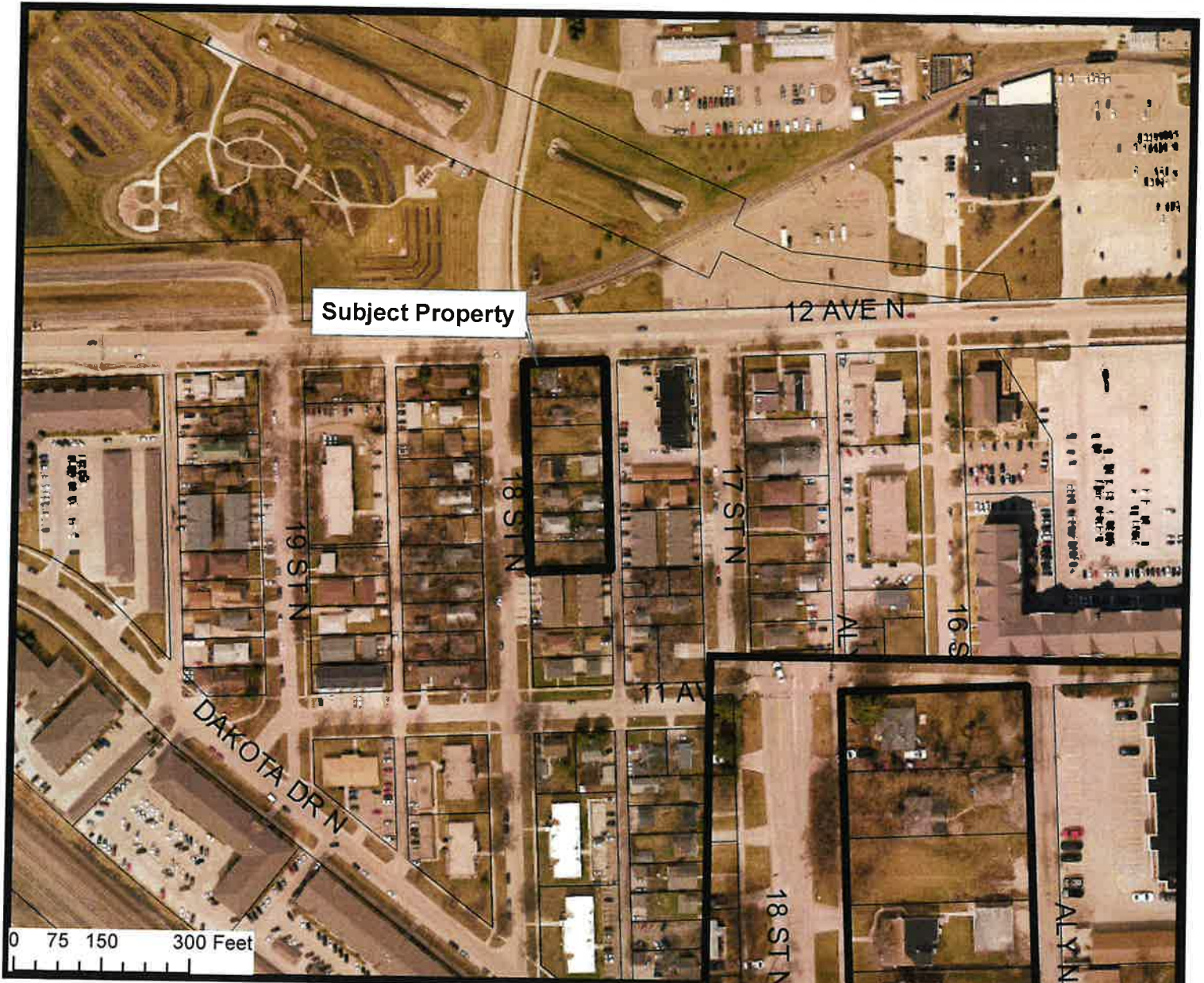
1117, 1121, 1125, 1129, 1133, 1137, and 1141 18th Street North



Minor Subdivision

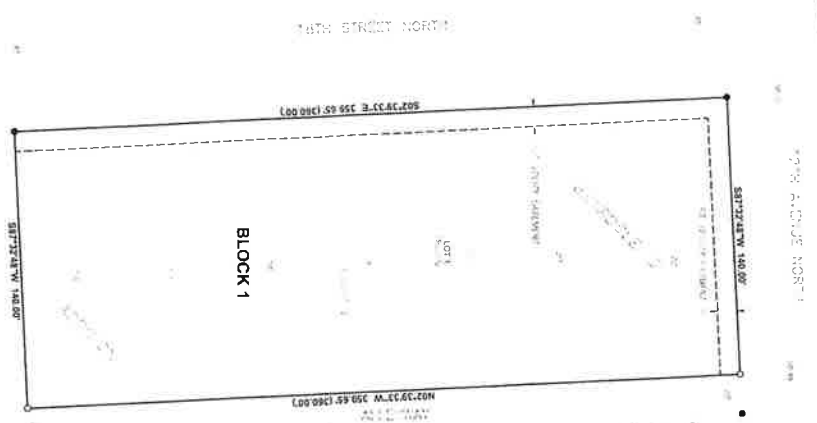
Skyline Addition

1117, 1121, 1125, 1129, 1133, 1137, and 1141 18th Street North



SKYLINE ADDITION

A REPLAT OF LOTS 16 THROUGH 22, BLOCK 3 OF BEARDSLEY'S ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



LEGEND

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- 2. 1/8" = 1' SCALE
- 3. 1/16" = 1' SCALE
- 4. 1/32" = 1' SCALE
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23



FARGO POLICE DEPARTMENT

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

CRIMINAL INVESTIGATIONS DIVISION

MEMORANDUM

To: Board of City Commissioners

COPY

From: Lieutenant Tom Shaw

Date: 02.12.2025

RE: 2025 Digital Forensics LTP Grant Program

The Fargo Police Department requests to submit a grant application to the Digital Forensics LTP Program for funds to purchase the Datapilot Forensic Platform. The application for this grant must be submitted within a short timeframe and it was recently brought to the attention of our agency. The grant will be awarded to 160 law enforcement agencies nationwide to bolster forensic capabilities. The grant is awarded on a first-come, first-serve basis and will need to be submitted by February 28, 2025 for consideration.

The Datapilot Forensic Platform will aid the Fargo Police Department to acquire evidence, build cases and potentially increase conviction rates to better serve our community. In addition to the software the Datapilot Forensics LTP Grant will provide necessary hardware and training to our personnel who will be utilizing the system.

The Fargo Police Department requests to apply for this grant which would provide \$5,790.00 towards the cost of necessary hardware and software licenses. The cost to the Fargo Police Department after being awarded the grant would be \$6,995.00 annually for the software licensure as the hardware would be provided through the grant contribution. Due to the time constraints imposed there was not an opportunity to communicate with FAHR or the Finance department prior to the application deadline. Should this application process be approved I will meet with both entities to discuss it further.

Recommended Motion:

Approve the application submission for the Digital Forensics LTP Grant

DATAPILOT

DATAPILOT creates innovative mobile and digital forensic solutions that are affordable, easy to use, and compatible, saving law enforcement valuable time, money, and resources.

DATAPILOT allows every agency and officer to utilize digital forensics in any investigation by providing an affordable, easy-to-use, and compatible solution.

At DATAPILOT our mission and passion are to help alleviate your budget and time challenges when it comes to mobile forensics. We do this by providing law enforcement with affordable, easy to use solutions that will help your detectives be more effective and efficient. The goal is to speed up the process of the investigation, close cases faster and make for a safer community.

Our DATAPILOT platform can be found in over 1,400 state and local and agencies.

Date: 2024

Subject: DATAPILOT Forensic Solutions

Greetings,

DATAPILOT is pleased to submit for your consideration the following product solutions summary to support your mission.

Our DATAPILOT Forensic platform has been designed to meet the ever-growing demands of the rapidly changing mobile & digital forensic industry, enabling your organization to enhance its investigative capabilities, streamline processes, and maintain evidence and intelligence integrity.

We support your mission to provide complete extractions, examine and triage phones, watches, tablets, external drives and cards, CCTVs, gaming consoles and more. We support the collection of social media and encrypted chat applications (such as Google, WhatsApp, Meta, Line, Snapchat, Kik, Signal, Line) cloud data, location data, crypto and banking, and much more. If you can see it, we can capture it.

Our solutions are designed for all aspects of your investigation: Victim, witness, informant and suspect evidence and intelligence collection. We can collect a single minute in time, a single file in time on through to an entire device and Google drive.

In addition to powerful, easy to use applications, we include:

- Reporting and Discovery applications for sharing evidence and intelligence between team members, investigators, and prosecutors.
- Advanced Analytics with Time Line, Link Graph, GeoTag Plotter, Gallery Search and more!
- Complimentary training for your team members to support the cost effectiveness of sharing equipment and software, being informed of current forensic challenges, and learning the latest tips and tricks.
- Monthly product updates – Mobile devices are updated frequently, and so do we.
- Feedback from you and our R & D with large agency labs and research groups allows us to implement and deliver new technology features into all our users' hands every month.
- A dedicated and caring Customer Success and Support team.

Background

Purpose

DATAPILOT creates innovative mobile and digital forensic solutions that are affordable, easy to use, and compatible, saving our users valuable time, money, and resources.

Our Mission

We're on a mission to deliver impactful affordable solutions that empower state and local law enforcement to get the job done efficiently. We're helping agencies large and small save money, decrease backlogs and increase digital forensic capabilities in the lab and more importantly in the field. Ultimately reducing crime and saving you valuable resources and precious time.

Our Values

- Customer success is our top priority
- Breakthrough ideas
- Passion driven culture
- Quality focused processes

About us

We are a group of heart driven, performance-based folks who work for a higher cause, and in 2018 we decided to introduce a rugged, affordable handheld IoT device, that was easy to use and would meet the needs of mobile digital forensics in the lab and outside in the field.

What started as a handheld IoT device with 375 agencies has quickly grown to over 1,600 agencies worldwide with handheld devices and desktop solutions.

Our leading acquisition capabilities includes 8 powerful applications, with Case Management and competitive reporting and analytics application.

We also have integrated partners, like Cyacomb, for fast finding CSAM.

Most recently our R & D team has been working with large agency labs and R & D teams to produce the next round of acquisition, parsing and reporting applications for the next technological challenges facing law enforcement: Artificial Intelligence, drones, IoT, and so much more.

From our early beginnings as the largest data transfer company between Nokia phones and other feature phones, to a world leader in mobile forensics, providing access to the newest iOS and Android operating systems, DATAPILOT is here reduce your case load and be a force multiplier!

What We Do

Targets

Android OS and Apple iOS

- From their original releases way back when

Mobile hardware from around the world

- Compatible with all major and foreign.
- You have a device that has problems, we will get it and solve it.

USB drives, SD and CF Cards, Mountable drives

Video and linked screen capture from iOS 16+ and Android devices, gaming consoles, DVRs and HDMI output devices and accessories.

Phones and Tablets

- Android, iOS and KaiOS
 - Android derivatives
- Feature Phones of the past and current burner phones

Watches

- Tizen and Wear OS
- Apple iOS
 - 3, 4, 5, SE (all)
 - Hardware required

DATAPILOT Platform Functionality and Flow

Target Devices

Phones | Tablets | Watches



Storage Options

Internal

USB External Devices
 ➤ Flash and Hard Drives

Network Drives
 ➤ Via Wi-Fi and Ethernet

Compatible

Data
 ➤ SQL, XML, HTML

Forensic Products
 ➤ Cellebrite, Magnet, Oxygen and more

- Triage and Acquire**
- Physical
 - Advanced Logical
 - Time Slice
 - Flex Specific Files
 - Linked Screen
 - Linked Video
 - DP Share
 - Optical Screen
 - Optical Video
 - HDMI Capture

Parse, Carve, Decode
 Report
 Analysis

External Devices

SD and CF Cards

USB Drives

USB External Drives

VR Headsets

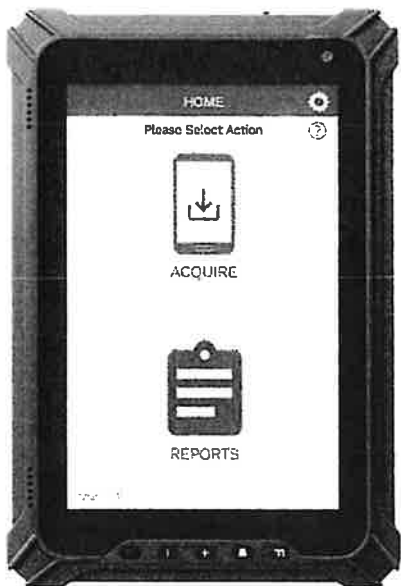
Gaming Consoles

Smart TV

CCTV

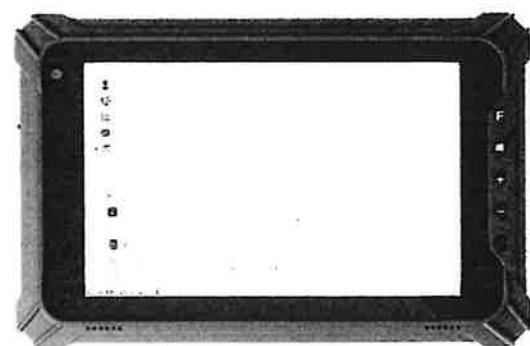


Our Fastest Mobile Forensic Acquisition Device to Date:



- IP65 Military Grade Rugged Enclosure
- 8 inch 1280x800 HD IPS Display
- 8.0 MP Rear Camera
- USB-C & USB 3.0 Ports
- HDMI 1.4A Mini Output
- Long-Life 5,000mAH Battery
- Intel Celeron Processor
- 8GB RAM
- 512GB Internal Storage
- WIFI Dual-Band & Bluetooth BT 5.0

DPX



Our Fastest Mobile Forensic Acquisition Device to Date:

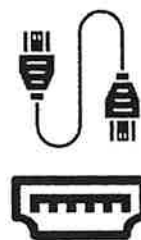
Acquire Data

- Fast processor, increased internal storage and high quality camera for advanced investigations
- Powerful, easy-to-use, intuitive, with built-in help
- View evidence in real-time and capture it accordingly.
- 9 Powerful acquisition technologies
- Surgically acquire the evidence you need.
- Screen mirror and take snapshots of messages in encrypted applications such as Snapchat, WhatsApp, Telegram, Kik, Facebook Messenger and other Meta based applications.
- Perfect for victim and witness evidence gathering.
- Data is compatible with DPDesktop and other forensic products.
- Mirror target device, capture screens, with OCR
- Video Record Content and Acquisitions
- Auto-scroll and capture technology
- Physical acquisitions of USB devices and SD cards

Optical Picture and Video Capture

- Photograph and video evidence, with OCR

Techno Cable Kit - The Techno Cable Kit includes the variety of connectors required to collect video and linked screen capture from iOS 16+ and Android devices, gaming consoles, DVRs and HDMI output devices and accessories.



Techno Data Kit For External Devices **included with DPX*

SD and CF Cards
USB Drives
USB External Drives



Extraction

- Physical Image
 - Bit by Bit, including deleted data
 - Use your forensic tools to parse
- Logical Copy
 - Select entire disks / partitions
 - Select entire folders
 - Select individual folders and files

Viewer

- Built-in gallery for viewing images and playing videos
 - Headphones option for privacy
- Make file selections right from the gallery viewer
 - Simply touch the photo or video to select
 - Report and Search
 - Importable into other forensic tools



DPX

Acquisition Capabilities

Multiple acquisition features including: Fast Acquisition, Flex Content, Flex Specific, DP Share, Android Extract, iOS Extract, Advanced Logical FFS, Linked Screen, HDMI Acquisition, and Physical Acquisition.

DIGITAL EVIDENCE AND INTELLIGENCE IN RECORD TIME



ACQUIRE

Collect Data

In Record Time

Faster acquisition speeds mean less time per case, reduced backlogs and quicker access to actionable results and intelligence.



View Results In Hi-Def

Review pertinent data, right on-scene, so you can make informed decisions quickly, without delay on a larger Hi-Def display



More Devices

Get data directly from a multitude of digital devices including cell phones, VR headsets, wearables, HDMI devices and more!





2025 DIGITAL FORENSICS LTP GRANT PROGRAM

Please see the included grant information for Digital Forensics & Certified Training. We are proud to partner with local law enforcement, probation/parole, and correctional agencies to help keep their communities safe. We understand this has been a challenging time for law enforcement agencies and that budgets are running thin.

For agencies with current digital forensic software, this program allows you to acquire new technology, while saving money on your current yearly software subscription costs. This program also allows you to add much needed field triage capabilities to your current lab-based tools.

For agencies with no current digital forensic software, you can now have access to pull evidence data from digital devices. Certified Training is included with this program. We look forward to partnering with you in helping keep your community safe.

Our grant program is made possible by our amazing law enforcement partners who have donated unused and underutilized licenses for agencies in need.

Thank you,

Jeremy Kirby
Vice President
DATAPILOT, Inc.



Congratulations to the below 2024 recipients:

- Center Township Police (PA) Barrington Police Department (NJ) City of Crocker Police Department (MO) Cross County Sheriff Office (AR)
- Greenwood County Sheriff (KS) Delanco Police (NJ) Eagan Police (MN) Chester Police (SC) Gleason Police (TN) Etowah County Sheriff (AL) Crystal City Police (TX)
- Codington County Sheriff (SD) Fort Morgan Police (CO) Columbia County Sheriff (WA) Elliott County Sheriff (KY) Fortville Police (IN) Clinton Police (NC)
- Bangs Police Dept (TX) Blaine County Sheriffs Dept (OK) Crescent City Police Dept (CA) Broadwater County Sheriffs Dept (MT) Highmark Health Police (PA)
- Harrisburg Police Dept (IL) Liberty Lake Police Department (WA) Beaverhead County Sheriff's Office (MT) York City Police Department (SC)
- Troutman Police Department (NC) Ontario Police Department (OR) Jackson County Sheriffs Office (CO) Jackson County Sheriffs Office (CO)
- Coplay Borough Police (PA) Eastland County Sheriff (TX) Greene County Sheriff (IA) Inyo County Sheriff (CA) Hoquiam Police (WA) Highland Park Police (MI)
- Eufaula Police Department (OK) Cowley County Sheriff's Office (KS) Brighton Police Department (TN) Aspen Police Dept (CO) Apache County Sheriff (AZ)
- Allendale Police (SC) Pearl River County Sheriff (MS) San Benito Police (TX) Rock County Sheriff (MN) Johnston Police (RI) Pilot Point Police (TX)
- Ketchikan Police (AK) Muscatine Police (IA) Jacksboro Police (TX) Lower Providence Township (PA) Green Oak Township (MI) Littleton Police (NH)
- Richle County Sheriff (WV) Wallingford Police (CT) Petroleum County Sheriff (MT) Muscogee County Sheriff (GA) Putnam Police (CT) Newport Police (RI)

2025 Mobile Forensics LTP Grant

All Departments Can Apply including State Agencies

Grant Background: This grant is set up for law enforcement agencies to acquire much needed Mobile Forensics Software and training for their departments. Law enforcement agencies are having trouble keeping up with increasing amounts of cases involving cell phone data. Agencies have to ship cell phones to outside sources for their mobile forensic needs. This is time consuming and can lead to a loss of data or legal precedence. The Mobile Forensics LTP Grant allows law enforcement agencies the ability to acquire their own mobile forensic software at steeply discounted prices due to the goodwill of agencies allowing the transfer of unused or underutilized licenses and devices. Agencies can now obtain multiple licenses and receive training with the grant. **2025 Update:** Recent surveys have shown that obtaining evidence data in the field at high speed, is now a top priority for law enforcement agencies. The new DPX digital forensic acquisition device can be acquired as part of this program or by itself.

Need:

- **Qualified Agencies should have less than 980 sworn officers/deputies**
- **All correctional facilities, state agencies and probation & parole departments may apply**
- **Qualified Agency shall have a need for mobile forensic software or training**
- **Agency employee must be able to attend on-demand training for up-to 4 hours (does not need to be continuous) of total time.**

Description of Project:

- **Goals:** The Mobile Forensic LTP Grant should be used by law enforcement agencies to help build cases and increase conviction rates. This should be a benefit to the community that they serve.
- **Objectives:** The grant's objective is to allow law enforcement agencies to have quick access to and training on, state-of-the-art mobile forensic tools in use throughout the USA.
- **Process:** Return application below and allocate matching funds. Spots are available on an immediate needs basis. **Program is non-competitive as it is first come, first serve.**
- **Outcome:** This grant aims to allow **up to 160** agencies nationwide (2025 FY), the ability to obtain mobile-forensic software and training at a steeply discounted rate through matching in-house funds and donated licenses.

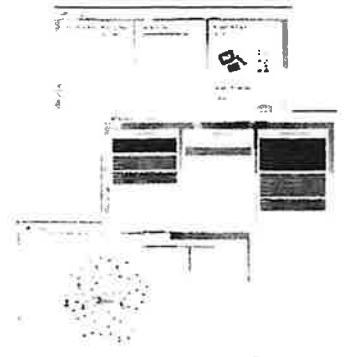
Description of the Product and What is Included:

- **Forensic Acquisition Software:** Acquire evidence data from cell phones, tablet computers, wearable devices, gaming systems and more. Includes reporting software to easily view evidence data and create reports.
- **Mobile Forensic Training:** Learn how to acquire, analyze and report on mobile forensic data found on cell phones and tablet computers. Learn how to preserve evidence data from devices, Physical vs. File System vs Logical vs ADB Rooting: New link-screen technology. App analysis: SQL, DB Forensics, Time formats in files. Analyze using Timeline, Link Graph, Prime List/ Etc.

Return to: DATAPILOT C/O Grants Department 18200 Von Karman Avenue Suite 780 Irvine CA, 92612
Or via Email to: grants@datapilot.com www.datapilot.com Call us at 949.341.0007

Description of the Product and What is Included (continued):

- **DP Desktop Forensic Suite:** Load on your current laptop or desktop computer. Acquire evidence from cell phones, tablet computers, wearable devices, SD cards, USB drives, gaming systems and more. Analyze evidence with link analysis, timeline, keyword search, activity map and gallery. Case management and shareable reports included. View all data including application data and deleted data when applicable. Show chain of custody. Create evidence reports for use in court and flag individual files with notes.
- **DPX:** A cutting-edge acquisition device for acquiring digital evidence in the field or back in the lab. The portable device is in use throughout the United States with hundreds of agencies and allows LE personnel to quickly acquire evidence from cell phones, tablet computers, wearable devices, SD cards, USB drives, gaming systems and more. Includes reporting software to easily view evidence data and create reports.



DP Desktop analytics software



DPX Digital Evidence Acquisition Device

Budget:

We understand that federal funds have become harder to receive. Departments do not have the funds needed to purchase a single mobile forensic software suite plus the additional cost of training. Nor do they have the time or resources to drive to other jurisdictions for help in acquiring cell phone data. This grant drastically cuts down the cost of acquiring DATAPILOT forensic solutions, currently in use by the USSS, DHS and various other Law Enforcement agencies. Certified mobile forensic training on the device is included as well at no additional cost.

Work plan/Timeline:

- All applications for the Mobile Forensics LTP Grant must be received prior to 2/28/2025 and agency funds must be received by 03/21/2025.
- Grant is non-competitive and is issued on a first come first serve basis for **no more than 160** law enforcement agencies. **Please return application at your earliest convenience.**
- Equipment is shipped directly to LE agency
- Once equipment is received, user must register for certified training and complete before using the forensic device.



Fill Out Application



Receive Equipment



Training Provided

Return to: DATAPILOT C/O Grants Department 18200 Von Karman Avenue Suite 780 Irvine CA, 92612
Or via Email to: grants@datapilot.com www.datapilot.com Call us at 949.341.0007

Agencies may choose any (or all) of the options below. Please circle what item you would like below and fill out the application. Email this page to grants@datapilot.com for approval.

	MSRP	Grant Pays	Cost Per License to Law Enforcement Agency	Amount of licenses needed *Max 2
Grant Option 1 Forensic Acquisition Software with Certified Training	\$5,290	\$2,800	\$2,490	Circle Below 1 2
Grant Option 2 DP Desktop Forensic Suite & Certified Training	\$7,885	\$3,600	\$4,285	Circle Below 1 2
Grant Option 3 DPX, DP Desktop Forensic Suite, & Certified Training	\$12,785	\$5,790	\$6,995	Circle Below 1 2

Application may be returned via email or mail: Approval process takes less than a week.

Name: _____

Organization: _____

Address: _____

City: _____ St. _____ Zip: _____

Phone: _____

E-mail: _____

Amount of Sworn Full Time Officers/Deputies: _____

Current Mobile Forensic Software in Use (if none, mark N/A): _____

Est. Volume of Cell Phone Extractions per Month: _____

Prepared by: _____ Rank: _____

Signature: _____ Date _____

Scan your application and email to: grants@datapilot.com

Return to: Datapilot C/O Grants Department 18200 Von Karman Avenue Suite 780, Irvine, Ca. 92612
Or via Email to: grants@datapilot.com www.datapilot.com Call us at 949.341.0007



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

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February 7, 2025

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

RE: Extension of unpaid leave for Jeffery Kolrud through 3/2/25

Commissioners:

Jeffery Kolrud, Equipment Operator III with the Street Department, is requesting an extension of unpaid leave through March 2, 2025 under the City of Fargo Employment Policy 500-008 – Leave Without Pay.

I am requesting approval to extend the unpaid leave through the requested date which will provide a total of 90 days of unpaid leave.

RECOMMENDED MOTION: I/we hereby move to approve the extension of unpaid leave for Jeffery Kolrud under the City of Fargo Employment Policy 500-008 – Leave Without Pay.

Respectfully submitted,

Ben Dow
Public Works Operations Director



**PUBLIC
WORKS**

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

25

February 7, 2025

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

RE: Extend Contract for Lawn Maintenance Services with Valley Green and Associates, RFP22037

Commissioners:

On March 9, 2022, a total of five (5) proposals were received for the Request for Proposal for Lawn Maintenance Services (RFP22037). The contracted service will perform mowing and lawn maintenance at various city lots for the 2022 mowing season.

A one-year contract was executed with Valley Green and Associates to perform the lawn maintenance. The conditions of the RFP allowed for extensions of the contract up to five (5) years. The contractor performed well during the initial contract. Public Works staff and the contractor would like to extend the contract one additional year. All terms and conditions of the contract will remain the same.

RECOMMENDATION:

RFP22037: I/we suggest motion to extend the contract for Lawn Maintenance Services with Valley Green and Associates for the 2025 mowing season under the terms and conditions of RFP22037.

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

SERVICES AGREEMENT

LAWN MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green and Associates (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2025. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for (1) additional one (1) year extension.

II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Weed Control: Contractor will perform two weed control applications of all properties during each season's term. The Contractor shall perform weed control spraying on City properties as designated (Spring, Pre-emergent Herbicide & Midsummer, Post-emergent Herbicide) Soil Sterilant may not be used unless directed by the City. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment. The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services rendered per mowing event as shown in the attached Exhibit B. All final invoices shall be submitted no later than December 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2.4.2025

Valley Green and Associates

Nicole Seaberg

By: Nicole Seaberg

Its: Office Manager

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

EXHIBIT B

Mowing List #2

RFP22037

Location		Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
Harwood Groves			
1	801 Harwood Drive South	\$15.00	\$61.18
2	707 Harwood Drive South	\$15.00	\$61.18
3	701 Harwood Drive South	\$15.00	\$61.18
4	619 Harwood Drive South	\$15.00	\$61.18
5	601 Harwood Drive South	\$15.00	\$61.18
6	517 Harwood Drive South	\$15.00	\$61.18
7	509 Harwood Drive South	\$15.00	\$61.18
8	502 Harwood Drive South	\$15.00	\$61.18
9	501 Harwood Drive South	\$15.00	\$61.18
10	437 Harwood Drive South	\$15.00	\$61.18
11	520 Hackberry Drive South	\$15.00	\$61.18
12	602 Hackberry Drive South	\$15.00	\$61.18
13	610 Hackberry Drive South	\$15.00	\$61.18
14	618 Hackberry Drive South	\$15.00	\$61.18
15	626 Hackberry Drive South	\$15.00	\$61.18
16	702 Hackberry Drive South	\$15.00	\$61.18
17	720 Hackberry Drive South	\$15.00	\$61.18
18	726 Hackberry Drive South	\$15.00	\$61.18
19	802 Hackberry Drive South	\$15.00	\$61.18
20	1100/1200 Block Harwood Drive (Grand Total)	\$300.00	\$1,223.60
Burrit-Kennedy Addition			
21	3506 River Drive South	\$15.00	\$55.52
22	3512 River Drive South	\$15.00	\$55.52
23	3518 River Drive South	\$15.00	\$55.52
24	3524 River Drive South	\$15.00	\$55.52
25	3532 River Drive South	\$15.00	\$55.52
26	3538 River Drive South	\$15.00	\$55.52
27	3602 River Drive South	\$15.00	\$55.52
28	3610 River Drive South	\$15.00	\$55.52
29	3618 River Drive South	\$15.00	\$55.52
30	3626 River Drive South	\$15.00	\$55.52
31	3632 River Drive South	\$15.00	\$55.52
32	3638 River Drive South	\$15.00	\$55.52
33	3644 River Drive South	\$15.00	\$55.52
34	3650 River Drive South	\$15.00	\$55.52
35	3656 River Drive South	\$15.00	\$55.52
36	3662 River Drive South	\$15.00	\$55.52
37	3668 River Drive South	\$15.00	\$55.52
38	3674 River Drive South	\$15.00	\$55.52
39	3676 River Drive South	\$15.00	\$55.52
40	3680 River Drive South	\$15.00	\$55.52
41	3702 River Drive South	\$15.00	\$55.52
42	3714 River Drive South	\$15.00	\$55.52
43	3720 River Drive South	\$15.00	\$55.52
44	3726 River Drive South	\$15.00	\$55.52
45	3732 River Drive South	\$15.00	\$55.52
46	3738 River Drive South	\$15.00	\$55.52
47	3802 River Drive South	\$15.00	\$55.52
48	3808 River Drive South	\$15.00	\$55.52
49	3820 River Drive South	\$15.00	\$55.52
50	3830 River Drive South	\$15.00	\$55.52
51	3832 River Drive South	\$15.00	\$55.52
52	3838 River Drive South	\$15.00	\$55.52
53	3842 River Drive South	\$15.00	\$55.52
54	3902 River Drive South	\$15.00	\$55.52
55	3908 River Drive South	\$15.00	\$55.52
56	3914 River Drive South	\$15.00	\$55.52
57	3920 River Drive South	\$15.00	\$55.52
58	3926 River Drive South	\$15.00	\$55.52
59	1213 El Cano Drive South	\$15.00	\$11.50
		\$585.00	\$2,121.26

University Drive, 32nd Ave - Rose Coulee

60	University Drive S. Center Islands (7 Islands)	\$100.00	\$225.50
61	University Drive West Frontage Road (3 Islands)	\$55.00	\$126.50
62	University Drive East Boulevard from 3534 to 40th Avenue	\$40.00	\$93.50
63	University Drive East Boulevard to East Property Line (3534 to 40th Avenue)	\$80.00	\$209.00
64	University Drive West Curb to West Property Line (37th Ave to 40th Avenue)	\$100.00	\$225.50
65	University Drive East Frontage Road to UDS Curb (47th Ave S to 49th Ave S)	\$75.00	\$203.50
		\$450.00	\$1,083.50

Rosewood Park Addition

66	4117 15th Street South	\$15.00	\$44.19
67	4120 15th Street South	\$15.00	\$44.19
68	4123 15th Street South	\$15.00	\$44.19
69	4126 15th Street South	\$15.00	\$44.19
70	4122 17th Street South	\$15.00	\$44.19
71	4123 17th Street South	\$15.00	\$44.19
72	4127 17th Street South	\$15.00	\$44.19
73	4128 17th Street South	\$15.00	\$44.19
74	1508 41st Avenue South	\$15.00	\$44.19
		\$135.00	\$397.71

Rose Creek 2nd Addition

75	2130 Sterling Rose Lane South	\$15.00	\$88.37
		\$15.00	\$88.37

Rose Creek 4th Addition

76	4609 Rose Creek Parkway South	\$21.00	\$52.12
77	4603 Rose Creek Parkway South	\$21.00	\$52.12
78	4602 Rose Creek Parkway South	\$21.00	\$52.12
		\$63.00	\$156.36

Oak Creek

79	4497 Oakcreek Drive South	\$13.00	\$49.85
80	4493 Oakcreek Drive South	\$13.00	\$49.85
81	4489 Oakcreek Drive South	\$13.00	\$49.85
82	4485 Oakcreek Drive South	\$13.00	\$49.85
83	4481 Oakcreek Drive South	\$13.00	\$49.85
84	4477 Oakcreek Drive South	\$13.00	\$49.85
85	4473 Oakcreek Drive South	\$13.00	\$49.85
86	4469 Oakcreek Drive South	\$13.00	\$49.85
87	4465 Oakcreek Drive South	\$13.00	\$49.85
88	4461 Oakcreek Drive South	\$13.00	\$49.85
89	4457 Oakcreek Drive South	\$13.00	\$49.85
90	4453 Oakcreek Drive South	\$13.00	\$49.85
91	4449 Oakcreek Drive South	\$13.00	\$49.85
		\$169.00	\$648.05

Coulee's Crossing

92	4603 25th Street South	\$16.00	\$58.70
93	4733 Douglas Drive South	\$16.00	\$58.70
94	4741 Douglas Drive South	\$16.00	\$58.70
95	4749 Douglas Drive South	\$16.00	\$58.70
96	4769 Douglas Drive South	\$16.00	\$58.70
97	2593 Rose Creek Parkway South	\$16.00	\$58.70
98	2596 Rose Creek Parkway South	\$16.00	\$58.70
		\$112.00	\$410.90

Copperfield Court

99	4003 Copperfield Court South	\$23.00	\$55.52
100	4009 Copperfield Court South	\$23.00	\$55.52
101	4015 Copperfield Court South	\$23.00	\$55.52
102	4021 Copperfield Court South	\$23.00	\$55.52
103	4027 Copperfield Court South	\$23.00	\$55.52
104	4033 Copperfield Court South	\$23.00	\$55.52
		\$138.00	\$333.12

Prairie Rose Addition

105	3173 40th Avenue South	\$15.00	\$23.79
106	3930 33rd Street South	\$15.00	\$23.79
107	3932 33rd Street South	\$15.00	\$23.79
108	3934 33rd Street South	\$15.00	\$23.79
109	3936 33rd Street South	\$15.00	\$23.79
110	3938 33rd Street South	\$15.00	\$23.79
111	3942 33rd Street South	\$15.00	\$23.79
112	3944 33rd Street South	\$15.00	\$23.79
113	3201 39th Avenue South	\$15.00	\$23.79
114	3204 39th Avenue South	\$15.00	\$23.79
115	3209 39th Avenue South	\$15.00	\$23.79
116	3210 39th Avenue South	\$15.00	\$23.79
117	3215 39th Avenue South	\$15.00	\$23.79
118	3221 39th Avenue South	\$15.00	\$23.79
119	3227 39th Avenue South	\$15.00	\$23.79
120	3233 39th Avenue South	\$15.00	\$23.79
121	3301 39th Avenue South	\$15.00	\$23.79
122	3305 39th Avenue South	\$15.00	\$23.79
123	3309 39th Avenue South	\$15.00	\$23.79
124	3311 39th Avenue South	\$15.00	\$23.79
125	3315 39th Avenue South	\$15.00	\$23.79
126	3321 39th Avenue South	\$15.00	\$23.79
127	3333 39th Avenue South	\$15.00	\$23.79
128	3339 39th Avenue South	\$15.00	\$23.79
129	3347 39th Avenue South	\$15.00	\$23.79
130	3355 39th Avenue South	\$15.00	\$23.79
131	3361 39th Avenue South	\$15.00	\$23.79
131	3365 39th Avenue South	\$15.00	\$23.79
132	3369 39th Avenue South	\$15.00	\$23.79
133	3373 39th Avenue South	\$15.00	\$23.79
134	3401 39th Avenue South	\$15.00	\$23.79
135	3405 39th Avenue South	\$15.00	\$23.79
136	3409 39th Avenue South	\$15.00	\$23.79
137	3415 39th Avenue South	\$15.00	\$23.79
138	3419 39th Avenue South	\$15.00	\$23.79
139	3423 39th Avenue South	\$15.00	\$23.79
140	3427 39th Avenue South	\$15.00	\$23.79
		\$555.00	\$880.23

University Drive Rose Coulee - 52nd Ave

141	University Drive S. Center Islands (6 Islands)	\$35.00	\$103.73
142	University Drive East Boulevard from 49th Ave - 52nd Ave	\$25.00	\$65.45
143	52nd Ave Center Islands from Red River - 25th Street (4 Islands)	\$30.00	\$89.00
144	52nd Ave South Frontage Road/ South Boulevard from University Drive - 18th Street	\$45.00	\$196.35
145	52nd Ave South Boulevard/Area to Fence from 18th Street - 20th Street	\$25.00	\$67.38
146	25th Street Center Island between Rose Creek Blvd S - 52nd Avenue (1 Island)	\$25.00	\$76.93
		\$185.00	\$599.84

River Vili

147	1136 55th Avenue South	\$15.00	\$37.39
148	1130 55th Avenue South	\$15.00	\$37.39
149	1124 55th Avenue South	\$15.00	\$37.39
150	1118 55th Avenue South	\$15.00	\$37.39
151	1112 55th Avenue South	\$15.00	\$37.39
152	1106 55th Avenue South	\$15.00	\$37.39
153	1100 55th Avenue South	\$15.00	\$37.39
154	5442 11th Street South	\$15.00	\$37.39
155	5436 11th Street South	\$15.00	\$37.39
156	5430 11th Street South	\$15.00	\$37.39
157	5424 11th Street South	\$15.00	\$37.39
158	5418 11th Street South	\$15.00	\$37.39
159	5412 11th Street South	\$15.00	\$37.39
160	5406 11th Street South	\$15.00	\$37.39
161	5400 11th Street South	\$15.00	\$37.39
162	University Drive from 52nd Avenue - 58th Avenue, Island and 2 Boulevards	\$15.00	\$38.50
		\$240.00	\$599.35

Chrisan 2nd			
163	1213 71st Avenue South	\$30.00	\$123.50
164	7005 South University Drive	\$30.00	\$123.50
165	7013 South University Drive	\$30.00	\$123.50
166	7305 University Drive S.	\$46.35	\$125.76
		\$136.35	\$496.26
Maply Valley 2nd			
167	6375 31st Street S.	\$65.00	\$185.25
		\$65.00	\$185.25
25th Street S., 58th Avenue - 64th Avenue			
168	25th Street S. West Frontage Road	\$40.00	\$173.64
		\$40.00	\$173.64
40th Avenue S.			
169	South Boulevard 42nd Street - 45th Street	\$90.00	\$355.00
170	43rd Street 2 Islands and West Boulevard	\$30.00	\$83.60
171	4010 43rd Street S.	\$35.00	\$126.50
		\$155.00	\$565.10
Osgood			
172	6636 40th Avenue S.	\$40.00	\$150.00
173	4001 66th Street S.	\$40.00	\$150.00
174	4002 66th Street S.	\$40.00	\$150.00
175	6000 40th Avenue S.	\$40.00	\$150.00
176	4251 Veterans Boulevard S.	\$40.00	\$150.00
177	4475 Veterans Boulevard S.	\$40.00	\$150.00
178	5650 44th Avenue S.	\$40.00	\$150.00
179	5697 44th Avenue S.	\$40.00	\$150.00
180	4104 55th Street S.	\$40.00	\$150.00
181	Veterans Blvd, 40th - 48th Ave(3 Islands)	\$40.00	\$150.00
182	40th Ave. S, Drain 27 - 63rd St. (6 Islands)	\$40.00	\$150.00
183	40th Ave. S, Drain 27 - 45th St. (3 Islands) - We did this one last year	\$40.00	\$55.00
184	4581 65th Street South	\$40.00	\$55.00
185	4551 Veterans Boulevard S.	\$40.00	\$55.00
		\$560.00	\$1,815.00
Veterans Boulevard S.			
186	48th Avenue to 52nd Avenue	\$60.00	\$100.00
187	36th Ave & Veterans	\$25.00	\$60.00
		\$85.00	\$160.00
Curbline Mowing Double Fronting Lots			
40th Ave S.			
188	Northside 18th St to 22nd St	\$50.00	\$53.50
189	Northside 25th St to 40th Ave	\$75.00	\$90.50
190	Northside 33rd St to 36th St	\$60.00	\$76.50
191	Southside 33rd St to 36th St	\$70.00	\$85.50
192	Northside 42nd St to East Property of Living Water Lutheran Church	\$107.50	\$145.50
193	Southside 47th St to East Property of Osgood Place Apartments	\$50.00	\$52.50
		\$412.50	\$504.00
25th St S.			
194	Westside 40th Ave to Stonebridge Park	\$75.00	\$92.50
		\$75.00	\$92.50
42nd St S.			
195	Eastside 47th Ave to 49th Ave	\$85.00	\$109.50
		\$85.00	\$109.50
64th Ave S.			
196	Northside University Dr S to 21st St S	\$169.00	\$301.50
197	Northside 31st St to 33rd St	\$116.88	\$162.50
198	Southside 31st St to 33rd St	\$125.50	\$185.50
		\$411.38	\$649.50
Medians / Islands			
32nd Ave S.			
199	32nd Ave S (Veterans Blvd to 45th St) (6 Medians)	\$130.00	\$224.50
200	32nd Ave S and 42nd St (2 Medians)	\$60.00	\$68.50
201	45th St S (32nd Ave to 40th Ave) (3 Medians)	\$105.00	\$157.50
		\$295.00	\$450.50
45th St S.			
202	45th St S (40th Ave to 52nd Ave) (5 Medians)	\$120.00	\$197.50
203	52nd Ave S (Sheyenne River to 45th St) (7 Medians)	\$230.00	\$493.50
		\$350.00	\$691.00
52nd Ave S.			
204	52nd Ave S (45th St to I-29) (4 Medians)	\$150.00	\$253.50
205	52nd Ave S (I-20 to 25th St) (4 Medians)	\$145.00	\$237.50
206	42nd St S and 51st Ave S (1 Median)	\$50.00	\$55.50

207	38th St S (52nd Ave to 64th Ave) (7 Medians)	\$115.00	\$169.50
		\$460.00	\$716.00
Crofton Coves			
208	19th St S and 65th Ave (1 Island)	\$55.00	\$59.50
209	Crofton Lane S (1 Island)	\$52.50	\$57.50
		\$107.50	\$117.00
Mowing List #2 Total:		\$6,184.73	\$15,267.54



**PUBLIC
WORKS**

(26)

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

February 7, 2025

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

RE: Extend Contract for Lawn Maintenance Services with JT Lawn Services, RFP23056

Commissioners:

On March 15, 2023, a total of five (5) proposals were received for the Request for Proposal for Lawn Maintenance Services (RFP23056). The contracted service will perform mowing and lawn maintenance at various city lots for the 2023 mowing season.

A one-year contract was executed with JT Lawn Services to perform lawn maintenance. The conditions of the RFP allowed for extensions of the contract up to (4) years. The contractor performed well during the initial contract. Public Works staff and the contractor would like to extend the contract one additional year. All terms and conditions of the contract will remain the same.

RECOMMENDATION:

RFP23056: I/we suggest motion to extend the contract for Lawn Maintenance Services with JT Lawn Services for the 2025 mowing season under the terms and conditions of RFP23056.

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

SERVICES AGREEMENT

LAWN MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and JT Lawn Services (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2025. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for (1) additional one (1) year extension.

II. Scope of Services

The contractor will perform the lawn maintenance services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Weed Control: Contractor will perform two weed control applications of all properties during each season's term. The Contractor shall perform weed control spraying on City properties as designated (Spring, Pre-emergent Herbicide & Midsummer, Post-emergent Herbicide) Soil Sterilant may not be used unless directed by the City. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply treatment within the confines of the general guidance provided above. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary for a proper application. The Contractor shall supply water for any chemical mixes developed for the purpose of spraying weed treatment. The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The materials used shall not be flammable or leave an oily residue that will discolor or leave a slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. Contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for weed control applications.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services rendered per mowing event as shown in the attached Exhibit A. All final invoices shall be submitted no later than December 1 of the contract year.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2/3/25

JT Lawn Services



By: Ryan Torgerson

Its: Operations Manager

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Mowing List #1

RFP23056

	Location	Lawn Maintenance Unit Price \$	Weed Control Unit Price \$
Riverwood Addition			
1	4785 Riverwood Drive North	\$20.00	\$54.00
2	4759 Riverwood Drive North	\$20.00	\$54.00
3	4723 Riverwood Drive North	\$20.00	\$54.00
4	4683 Riverwood Drive North	\$20.00	\$54.00
5	4633 Riverwood Drive North	\$24.00	\$54.00
6	4575 Riverwood Drive North	\$20.00	\$55.00
7	4525 Riverwood Drive North	\$24.00	\$54.00
8	4477 Riverwood Drive North	\$24.00	\$54.00
9	901 41st Avenue North	\$24.00	\$54.00
10	902 41st Avenue North	\$24.00	\$54.00
11	906 41st Avenue North	\$24.00	\$54.00
12	901 42nd Avenue North	\$24.00	\$54.00
13	902 42nd Avenue North	\$24.00	\$54.00
14	906 42nd Avenue North	\$24.00	\$54.00
		\$316.00	\$757.00
Red River Addition			
15	3953 10th Street N.	\$10.00	\$27.00
16	3913 10th Street N.	\$10.00	\$27.00
17	3845 10th Street N.	\$10.00	\$27.00
18	3753 10th Street N.	\$10.00	\$27.00
19	3733 10th Street N.	\$10.00	\$27.00
20	3731 10th Street N.	\$10.00	\$27.00
21	3729 10th Street N.	\$10.00	\$27.00
22	3727 10th Street N.	\$10.00	\$27.00
23	3725 10th Street N.	\$10.00	\$27.00
24	3715P 10th Street N.	\$10.00	\$27.00
		\$100.00	\$270.00
Broadway North 1st Addition			
25	665 Royal Oaks Drive North	\$20.00	\$50.00
26	683 Royal Oaks Drive North	\$20.00	\$50.00
27	701 Royal Oaks Drive North	\$20.00	\$50.00
28	709 Royal Oaks Drive North	\$20.00	\$50.00
29	739 Royal Oaks Drive North	\$20.00	\$50.00
30	741 Royal Oaks Drive North	\$20.00	\$50.00
31	747 Royal Oaks Drive North	\$20.00	\$50.00
32	749 Royal Oaks Drive North	\$20.00	\$50.00
33	763 Royal Oaks Drive North	\$20.00	\$50.00
34	767 Royal Oaks Drive North	\$20.00	\$50.00
35	771 Royal Oaks Drive North	\$20.00	\$50.00
36	775 Royal Oaks Drive North	\$20.00	\$50.00
		\$240.00	\$600.00
40th Avenue N.			
37	10th Street N.	\$60.00	\$120.00
38	University Drive	\$60.00	\$120.00
		\$120.00	\$240.00
Edgewood Estates			
39	3467 Grandwood Drive N.	\$55.00	\$125.00
		\$55.00	\$125.00
Golf Course 5th			
40	32nd Avenue NE/Eagle Street	\$36.00	\$90.00
		\$36.00	\$90.00

Edgewood 1st Addition

41	2921 2nd Street North	\$25.00	\$60.00
42	2922 2nd Street North	\$25.00	\$60.00
43	2925 2nd Street North	\$25.00	\$60.00
44	2926 2nd Street North	\$25.00	\$60.00
		\$100.00	\$240.00

Woodcrest Addition

45	160 North Woodcrest Drive N.	\$20.00	\$58.00
46	166 North Woodcrest Drive N.	\$20.00	\$58.00
47	173 South Woodcrest Drive N.	\$20.00	\$58.00
48	179 South Woodcrest Drive N.	\$20.00	\$58.00
49	192 North Woodcrest Drive North	\$20.00	\$58.00
50	198 North Woodcrest Drive North	\$20.00	\$58.00
51	204 North Woodcrest Drive North	\$20.00	\$58.00
		\$140.00	\$406.00

Ridgewood Addition

52	101 Woodland Drive North	\$11.00	\$20.00
53	97 Woodland Drive North	\$11.00	\$20.00
54	93 Woodland Drive North	\$11.00	\$20.00
55	89 Woodland Drive North	\$11.00	\$20.00
56	85 Woodland Drive North	\$11.00	\$20.00
57	81 Woodland Drive North	\$11.00	\$20.00
58	75 Woodland Drive North	\$11.00	\$20.00
59	69 Woodland Drive North	\$11.00	\$20.00
60	63 Woodland Drive North	\$11.00	\$20.00
61	55 Woodland Drive North	\$11.00	\$20.00
62	51 Woodland Drive North	\$11.00	\$20.00
63	45 Woodland Drive North	\$11.00	\$20.00
64	41 Woodland Drive North	\$11.00	\$20.00
65	37 Woodland Drive North	\$11.00	\$20.00
66	31 Woodland Drive North	\$11.00	\$20.00
67	25 Woodland Drive North	\$11.00	\$20.00
68	19 Woodland Drive North	\$11.00	\$20.00
69	15 Woodland Drive North	\$11.00	\$20.00
70	7 Woodland Drive North	\$11.00	\$20.00
71	1625 Elm Street	\$11.00	\$20.00
72	1619 Elm Street	\$11.00	\$20.00
73	1613 Elm Street	\$11.00	\$20.00
74	1607 Elm Street	\$11.00	\$20.00
75	1601 Elm Street (Boulevard Only)	\$11.00	\$20.00
76	1519 Elm Street (Boulevard Only)	\$11.00	\$20.00
77	1501 Elm Street (Boulevard Only)	\$11.00	\$20.00
		\$286.00	\$520.00

Bernard Holes 2nd

78	1330 Elm Street	\$20.00	\$40.00
79	1326 Elm Street	\$20.00	\$40.00
80	1322 Elm Street	\$20.00	\$40.00
81	1318 Elm Street	\$20.00	\$40.00
82	1314 Elm Street	\$20.00	\$40.00
83	1313 Elm Street	\$20.00	\$40.00
84	1341 Oak Street	\$20.00	\$40.00
85	1333 Oak Street	\$20.00	\$40.00
		\$160.00	\$320.00

Bernard Holes 2nd

86	1367 Elm Circle	\$0.00	\$0.00
		\$0.00	\$0.00

Oak Grove Addition

87	723 North River Road	\$6.00	\$14.00
88	724 North River Road	\$6.00	\$14.00
89	12 North Terrace	\$6.00	\$14.00
90	16 North Terrace	\$6.00	\$14.00
91	18 North Terrace	\$6.00	\$14.00
92	24 North Terrace	\$6.00	\$14.00
93	26 North Terrace	\$6.00	\$14.00
94	40 North Terrace	\$6.00	\$14.00
95	42 North Terrace	\$6.00	\$14.00
96	44 North Terrace	\$6.00	\$14.00
97	46 North Terrace	\$6.00	\$14.00
98	60 North Terrace	\$6.00	\$14.00
99	62 North Terrace	\$6.00	\$14.00
100	64 North Terrace	\$6.00	\$14.00
101	66 North Terrace	\$6.00	\$14.00
102	68 North Terrace	\$6.00	\$14.00
103	70 North Terrace	\$6.00	\$14.00
104	139 South Terrace	\$6.00	\$14.00
105	135 South Terrace	\$6.00	\$14.00
106	129 South Terrace	\$6.00	\$14.00
107	125 South Terrace	\$6.00	\$14.00
108	99 South Terrace	\$6.00	\$14.00
109	95 South Terrace	\$6.00	\$14.00
110	93 South Terrace	\$6.00	\$14.00
111	87 South Terrace	\$6.00	\$14.00
112	83 South Terrace	\$6.00	\$14.00
113	79 South Terrace	\$6.00	\$14.00
114	75 South Terrace	\$6.00	\$14.00
115	65 South Terrace	\$6.00	\$14.00
116	63 South Terrace	\$6.00	\$14.00
117	53 South Terrace	\$6.00	\$14.00
118	49 South Terrace	\$6.00	\$14.00
119	45 South Terrace	\$6.00	\$14.00
120	41 South Terrace	\$6.00	\$14.00
121	37 South Terrace	\$6.00	\$14.00
122	33 South Terrace	\$6.00	\$14.00
123	31 South Terrace	\$6.00	\$14.00
124	27 South Terrace	\$6.00	\$14.00
125	23 South Terrace	\$6.00	\$14.00
126	17 South Terrace	\$6.00	\$14.00
127	9 Lower Terrace	\$6.00	\$14.00
128	6th Avenue N. & Elm Street (Island)	\$6.00	\$14.00
		\$252.00	\$588.00

Goldberg 2nd

129	40th Street N./15th Avenue (Islands)	\$40.00	\$80.00
		\$40.00	\$80.00

Sheyenne Industrial

130	4630 15th Avenue N.	\$40.00	\$80.00
		\$40.00	\$80.00

MNPF Addition

131	1600 7th Avenue N. (North)	\$10.00	\$40.00
132	1600 7th Avenue N. (South)	\$10.00	\$40.00
133	2109 3rd Avenue N.	\$10.00	\$40.00
134	20th Street N./19th Street N.	\$10.00	\$40.00
		\$40.00	\$160.00

Arnesons Addition

135	319 18th Street S.	\$20.00	\$40.00
136	321 18th Street S.	\$20.00	\$40.00
		\$40.00	\$80.00

Woodruffs Addition

137	321 10th Avenue South	\$6.00	\$20.00
138	1114 4th Street South	\$6.00	\$20.00
139	1118 4th Street South	\$6.00	\$20.00
140	1124 4th Street South	\$6.00	\$20.00
		\$24.00	\$80.00

Westfield 1st

141	4680 10th Avenue S. /1004 47th Street S.	\$128.00	\$300.00
		\$128.00	\$300.00
	Scheel's All Sport		
142	4755 16th Avenue S.	\$113.00	\$275.00
		\$113.00	\$275.00
	Dakota Land 2nd		
143	1837 35th Street S.	\$75.00	\$150.00
		\$75.00	\$150.00
	Dakota West 2nd Addition		
144	1703 52nd Street South	\$80.00	\$175.00
145	1705 52nd Street South	\$80.00	\$175.00
		\$160.00	\$350.00
	West 29th 1st		
146	4120 30th Avenue S.	\$90.00	\$200.00
147	2948 41st St S.	\$90.00	\$200.00
		\$180.00	\$400.00
	Belmont Park Addition		
148	1330 South River Road	\$16.00	\$40.00
149	1334 South River Road	\$16.00	\$40.00
150	1342 South River Road	\$16.00	\$40.00
151	1348 South River Road	\$16.00	\$40.00
152	1408 South River Road	\$16.00	\$40.00
153	1414 South River Road	\$16.00	\$40.00
153	1422 South River Road	\$16.00	\$40.00
154	1430 South River Road	\$16.00	\$40.00
155	1436 South River Road	\$16.00	\$40.00
156	1442 South River Road	\$16.00	\$40.00
157	1450 South River Road	\$16.00	\$40.00
158	1454 South River Road	\$16.00	\$40.00
159	1462 South River Road	\$16.00	\$40.00
160	1510 South River Road	\$16.00	\$40.00
161	1518 South River Road	\$16.00	\$40.00
162	1522 South River Road	\$16.00	\$40.00
163	1525 South River Road	\$16.00	\$40.00
164	1527 South River Road	\$16.00	\$40.00
165	1528 South River Road	\$16.00	\$40.00
166	1529 South River Road	\$16.00	\$40.00
167	201 Lindenwood Drive South	\$16.00	\$40.00
168	202 Lindenwood Drive South	\$16.00	\$40.00
169	233 Lindenwood Drive South	\$16.00	\$40.00
170	245 Lindenwood Drive South	\$16.00	\$40.00
171	305 Lindenwood Drive South	\$16.00	\$40.00
		\$400.00	\$1,000.00

Bohnsacks			
172	1900 Blk 25th Street S. (Median)	\$80.00	\$175.00
173	20 1/2 Avenue S.	\$80.00	\$175.00
174	20th Avenue S.	\$80.00	\$175.00
175	21st Avenue S.	\$80.00	\$175.00
		\$320.00	\$700.00
Southwood Addition			
176	814 Southwood Drive	\$16.00	\$40.00
177	810 Southwood Drive	\$16.00	\$40.00
178	806 Southwood Drive	\$16.00	\$40.00
179	718 Southwood Drive	\$16.00	\$40.00
180	714 Southwood Drive	\$16.00	\$40.00
181	710 Southwood Drive	\$16.00	\$40.00
182	706 Southwood Drive	\$16.00	\$40.00
183	618 Southwood Drive	\$16.00	\$40.00
184	614 Southwood Drive	\$16.00	\$40.00
185	610 Southwood Drive	\$16.00	\$40.00
186	606 Southwood Drive	\$16.00	\$40.00
187	602 Southwood Drive	\$16.00	\$40.00
188	517 Southwood Drive	\$16.00	\$40.00
189	510 Southwood Drive	\$16.00	\$40.00
190	Southwood Drive Islands (5 Total)	\$16.00	\$40.00
191	1100 Block 28th Avenue S. (Island)	\$16.00	\$40.00
		\$256.00	\$640.00
University Drive			
192	University Drive 21st Ave - 24th Ave	\$80.00	\$175.00
193	I-94 Tunnel North/South	\$80.00	\$175.00
194	32nd Avenue and University	\$80.00	\$175.00
		\$240.00	\$525.00
19th Ave N. Medians			
195	19th Ave N. and Dakota Drive (Ditch)	\$45.00	\$70.00
196	19th Ave N. and 45th St (2 Medians)	\$65.00	\$89.00
197	12th Ave N. (25th St to 30th St)	\$150.00	\$250.00
		\$260.00	\$409.00
Main Ave N. Medians			
198	3rd Ave N. and 43rd 1/2 St N.	\$300.00	\$550.00
199	45th St S. (2nd Ave to 9th Ave) (2 Medians)	\$45.00	\$92.00
200	Mains Ave (45th St to I-29) (4 Medians, 2 Frontage Rds)	\$100.00	\$170.00
201	Mains Ave (I-29 to 27th St) (5 Medians, 4 Frontage Rd)	\$280.00	\$475.00
		\$725.00	\$1,287.00
13th Ave S. Medians			
202	13th Ave S. (17th St E to 38th St) (6 Medians)	\$125.00	\$200.00
		\$125.00	\$200.00
Hilleboe Medians			
203	18th St S. (12th Ave S and 7th Ave S) (2 Islands)	\$45.00	\$45.00
204	11th St S. (14 1/2 Ave and 15 1/2 Ave) (2 Islands)	\$45.00	\$45.00
		\$90.00	\$90.00
32nd Ave S. Medians			
205	32nd Ave S. (15th St to 22nd St) (6 Medians)	\$154.00	\$244.00
		\$154.00	\$244.00
Mowing List #1 Total:		\$5,215.00	\$11,206.00



PUBLIC WORKS/OPERATIONS

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

February 5, 2025

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

RE: Fuel Purchase for 3rd and 4th Quarters of 2025 (RFP25042)

Commissioners:

The Fuel Procurement Committee, comprised of the Public Works Director of Operations, the Fleet Services Manager and Transit Fleet Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On Jan 15, 2025, the Fuel Procurement Committee received bids for 288,000 gallons of #2 Diesel and 160,000 Gallons of Unleaded Gasoline. The award was made to Northdale Oil, Inc with a submitted low bid of \$1,061,520.00 without tax. (RFP25042).

Attached for your review is the Bid Tab from Jan 15, 2025 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFP25042) for the 3rd and 4th Quarters of 2025.

Respectfully Submitted,

Allan Erickson
Fleet Services Manager



City of Fargo

FORWARD CONTRACT

Contractor: Northdale Oil
3000 Heartland Dr
Grand Forks, ND 58201

Buyer: City of Fargo
 225 4th ST. N
 Fargo, ND 58102

	Delivery Period	Quantity	Product	Price/Gallon
	2025			
3rd Quarter				
1	July 1 – Sept 30	144,000	#2 Diesel Fuel	<u>2.51</u>
2	July 1 – Sept 30	80,000	No-lead Ethanol 87 Octane	<u>2.22</u>
4th Quarter				
3	Oct 1 – Dec 31	144,000	#2 Diesel Fuel	<u>2.50</u>
4	Oct 1 – Dec 31	80,000	No-lead Ethanol 87 Octane	<u>2.03</u>

Price: Quoted price is per gallon and inclusive of:

- o Any local freight/delivery charges.
- o The Federal LUST (Leaking Underground Storage Tank) fee.(one-tenth of one cent per gallon)
- o North Dakota State Inspection fee.(one-fortieth of one cent per gallon)
- o Federal Oil Spill Recovery Fee

Demurrage Charge: \$ 55 per hour commencing with the second (2nd) hour.

Measurement: Terminal Meter Tickets (Gross Gallons)

Terms: Net 10 Days from Invoice Date

Sales Representative: Tyler Stockton
Northdale Oil

Buyer Representative: Allan Erickson
 City of Fargo

Credit: Credit shall be approved and within the established line.

City of Fargo Fuel Bid for 3rd and 4th Quarter of 2025
Due by 9:00 AM Central Time, Jan 15, 2025
Please list below your prices on a quarterly basis.

\$ Per Gallon will **INCLUDE**

Any local freight/delivery charges.

The Federal LUST (Leaking Underground Storage Tank) fee. (One tenth of one cent per gallon)

North Dakota State Inspection fee. (One-fortieth of one cent per gallon)

Federal Oil Spill Recovery Fee

<u>3rd Quarter (July 1 – Sep 30)</u>	<u>Gallons</u>	<u>Cost/Gallon</u>
#2 Diesel Fuel	144,000	<u>2.51</u>
No-Lead Ethanol 87 Octane	80,000	<u>2.22</u>
<u>4th Quarter (Oct 1 – Dec 31)</u>		
#2 Diesel Fuel	144,000	<u>2.50</u>
No-Lead Ethanol 87 Octane	80,000	<u>2.031</u>
Total Gallons #2	288,000	<u>\$ 724,440</u>
Total Gallons No-Lead	<u>160,000</u>	<u>\$ 340,080</u>
	448,000	
TOTAL		<u>\$1,064,520</u>

Demurrage Charge per hour after the first hour

\$55

Vendor: Northdale Oil

Signature: [Signature]

Title: Procurement Manager

Date: 1/15/25

Time: 8:45 AM

Bid Accepted 1.15.25 9:04 AM

Allan Ewick
 Fleet Manager

Q3 / Q4 1.15.2025

FUEL BID TAB

		Northdale		Mansfield	
			Registration docs		Registration docs
3rd Quarter (July 1 - Sept30)					
#2 Diesel Fuel	144,000	\$2.5100	yes	\$2.5722	yes
No-Lead 10% Ethonal 87 Octane	80,000	\$2.2200		\$2.2815	
4th Quarter (Oct 1 - Dec 31)					
#2 Diesel Fuel	144,000	\$2.5000		\$2.5598	
No-Lead 10% Ethonal 87 Octane	80,000	\$2.0310		\$2.0774	
		Avg \$/Gal		Avg \$/Gal	
Total Gallons #2	288,000	\$2.5050	\$ 721,440.00	\$2.5660	\$ 739,008.00
Total Gallons No-Lead	160,000	\$2.1255	\$ 340,080.00	\$2.1795	\$ 348,712.00
			\$ 1,061,520.00		\$ 1,087,720.00

Definitions:

The terms City of Fargo, City, Buyer and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Contractor, Firm, Company" are synonymous and mean the offerer or Contractor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Contractor can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the Buyer will pay Contractor the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Contractor will pay Buyer the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

402 23rd Street North	Public Works (3 Underground tanks)
650 23rd Street North	Metro Transit Garage (2 underground tanks)
4501 7th Avenue North	Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The Buyer uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Contractor fails to deliver the contracted volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract

Price, then Contractor shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Contractor is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Contractor Warrants:

Contractor warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Contractor shall pay all taxes lawfully levied on Contractor applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Contractor with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and Contractor at the time of order.

Notices:

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

Contractor:

Buyer:

Northdale Oil, Inc.	City of Fargo
203 14 th St NE	225 4 th St N
East Grand Forks, MN 56721	Fargo, ND 58102

Transfer or Assignment:

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

Severability:

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

Applicable Law:

The Contract shall be governed in accordance with the laws of the State of North Dakota.

Consequential and Incidental Damages:

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

Applicable Federal Clauses

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

No Government Obligation to Third Parties:

The Buyer and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud & False or Fraudulent Statements & Related Acts:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the

contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a

period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes:

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Buyer and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity:

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Termination Provisions:

The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Disadvantaged and Small Business Enterprise:

The contractor, subrecipient 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 C.F.R. part 26 in the award and administration of DOT-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 the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation. The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

Incorporation of FTA Terms:

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breach of Contract and Dispute Resolution:

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 225 4th St N, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims of Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

Rights and Remedies: The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, 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.

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

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-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

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

It will report violations of use of prohibited facilities to FTA; and

It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours & Safety Standards Act:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Substance Abuse Requirements: Drug and Alcohol Testing:

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Energy Conservation:

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

Safe Operation of Motor Vehicles:

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company- owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Entire Agreement:

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this 17 day of February, 2025.

CONTRACTOR

BUYER

By: _____

Dr. Tim Mahoney Mayor

It: _____

(Both Parties are Signatories)