

FARGO CITY COMMISSION AGENDA  
Monday, June 23, 2025 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

**PLEASE NOTE:** The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the following purpose:

For purposes of attorney consultation regarding reasonably predictable and/or threatened litigation by Southern Valley Fire & Rescue Rural Fire Protection District and to discuss negotiating strategy or providing negotiating instructions to its attorney or other negotiator regarding the reasonably predictable or threatened litigation and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which, to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 P.M.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [FargoND.gov/Streaming](http://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 [FargoND.gov/CityCommission](http://FargoND.gov/CityCommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 9, 2025).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Letter of Support for Southpointe Service Center and J & I Enterprises to the ND Opportunity Fund Consortium.
- 2. Evaluation of the amenities along Broadway from Main Avenue to 6th Avenue.
- 3. Repeal the appropriate Ordinances and/or Resolutions to conclude the Parking Commission, Community Development Committee and the City Hall/Auditorium Commission.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 25-1506, of Article 25-15, of Chapter 25, of the Fargo Municipal Code Relating to Licenses – Classifications; 1st reading, 6/9/25.

5. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 18-0310 of Article 18-03 of Chapter 18 of the Fargo Municipal Code Relating to Public Ways and Places; 1st reading, 6/9/25.
6. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 6/9/25:
  - a. Repealing and Re-Enacting Article 21-01 of Chapter 21 of the Fargo Municipal Code Relating to the International Building Code.
  - b. Repealing and Re-Enacting Article 21.1-01 of Chapter 21.2 of the Fargo Municipal Code Relating to the International Existing Building Code.
  - c. Repealing and Re-Enacting Chapter 21.3 of the Fargo Municipal Code Relating to the International Energy Conservation Code.
  - d. Repealing and Re-Enacting Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code Relating to Fire Protection and Prevention.
  - e. Repealing and Re-Enacting Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code Relating to the International Fuel Gas Code.
  - f. Amending Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code Relating to the International Mechanical Code.
  - g. Repealing and Re-Enacting Article 31-01 of Chapter 31 of the Fargo Municipal Code Relating to the International Property Maintenance Code.
  - h. Repealing and Re-Enacting Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code Relating to the International Residential Code.
7. Renewal of the Alcoholic Beverage and Live Entertainment Licenses until 6/30/26, contingent upon all essential requirements for renewal are met by 6/30/25.
8. Site Authorizations for Games of Chance:
  - a. Fargo Park District Foundation at Suite Shots.
  - b. Fargo Youth Hockey Association at Brewhalla.
  - c. Metro Sports Foundation at Twin Peaks.
  - d. VFW Post 762 at VFW Club.
9. Applications for Games of Chance:
  - a. CCRI, Inc. for bingo and a raffle on 10/9/25.
  - b. Fargo Gateway Lions for a raffle on 7/15/25.
  - c. First Responders Appreciation Night, Inc. for a raffle on 9/18/25.
  - d. Haiti Eye Mission for a raffle on 10/3/25.
  - e. Steve Weidner FM Junior Tour for a calendar raffle from 7/1/25-6/30/26.
  - f. Veterans Honor Flight of ND/MN for a raffle 7/1/25-6/30/26.
  - g. YMCA of the Northern Sky for a raffle from 8/8/25-9/6/25.
10. Access Agreement with Riverside Cemetery Association.
11. Acceptance of the Urban Grant Program Funds from the NDDOT.
12. Developer Agreement with Prairie Grove, Inc. for Champions Gate Addition.
13. Storm Sewer Easement Payment Form and Permanent Easement (Storm Sewer) from Alexander T. Dostert, Morgan Dostert and Carolyn Marcks.

14. Ground Mural Artwork Project Right of Way Use Agreement with Folkways Community and Ground Mural Artwork Project Artwork License Agreement with Folkways Community and Lesleyanne Buegel.
15. Permanent Easement (Storm Sewer) with NDSU Research & Technology Park, Inc. (Project No. SR-25-B1).
16. Negative Final Balancing Change Order No. 1 in the amount of -\$262,173.64 for Project No. NR-26-B0.
17. Final Balancing Change Order No. 1 in the amount of \$4,694.00 for Project No. ER-25-A1.
18. Change Order No. 1 in the amount of \$262,173.64 for Project No. NR-25-D0.
19. Memorandum of Understanding - Storm Water Pond and Park Facilities, Permanent Easements (Storm Sewer) and (Retention Pond) with the Park District of the City of Fargo.
20. Contract and bond for Project No. UR-24-C1.
21. Contract and bond for Project No. UR-24-I1.
22. Contract and bond for Project No. UR-25-D1.
23. Negative Final Balancing Change Order No. 4 in the amount of -\$55,963.37 for Improvement District No. BR-24-A1.
24. Change Order No. 1 in the amount of \$1,650.00 for Improvement District No. BN-24-B1.
25. Change Order No. 2 in the amount of \$107,837.00 and a two-week time extension to the Substantial and Final Completion Dates to 9/29/25 and 10/29/25 for Improvement District No. BN-24-B1.
26. Negative Final Balancing Change Order No. 1 in the amount of -\$53,617.01 for Improvement District No. PR-24-H1.
27. Bid award to Dakota Underground Company, Inc. in the amount of \$6,399,043.71 for Improvement District No. BN-25-E1.
28. Items from the FAHR Meeting:
  - a. Receive and file General Fund - Budget to Actual through 5/31/25.
  - b. Amendment to the Prairie Public Office Space Lease Agreement.
  - c. Capital Asset Policy.
  - d. Proposed rate changes for the EV charging station at City Hall.
  - e. Request for the hiring of two additional RNs for the FCPH school nursing staff.
  - f. Proposed Scope of Services with SRF Consulting for the former Mid America Steel site.
  - g. Budget adjustment request for the transfer of funds from the Red River Valley SWAT revenue account to the General Supplies and Training expense accounts.
  - h. Budget adjustment request for the Red River Valley Unmanned Aircraft Systems Unit to update current equipment.
29. Purchase of Service Agreement with Central Cass Public School District.

30. Set July 21, 2025 at 5:05 p.m. as the date and time for a Public Hearing on a dangerous building located at 2826 12th Street South.
31. Resolution approving Plat of Urban Plains Medical Park Second Addition.
32. Services Agreement - Sidewalk Snow and Ice Removal Services for Code Enforcement with Turf Tamers LLC and Valley Green & Associates for the 2025/2026 snow season (RFP22129).
33. Services Agreement - Sidewalk Snow and Ice Removal Services for City Owned Properties with Valley Green & Associates for the 2025/2026 snow season (RFP22139).
34. Public Transportation Agency Safety Plan.
35. Contract and bond for Project No. WA2502.
36. Lead Service Line Replacement Agreement and Right of Entry Form and delegation of signing authority.
37. Bills.

**REGULAR AGENDA:**

38. 2025 Legislative Session Report.

**\*Public Input Opportunity\* - PUBLIC HEARINGS - 5:15 pm:**

39. **PUBLIC HEARING** – Section 5307 Federal Transportation Administration Grant Preliminary Program of Projects for 2025.
40. **PUBLIC HEARING** – Sections 5310 and 5339 Federal Transportation Administration Grant Preliminary Program of Projects for 2025.
41. **PUBLIC HEARING – WITHDRAWN** - Prairie Crossing Addition (3910 25th Street South); approval recommended by the Planning Commission on 6/3/25:
  - a. Zoning Change from SR-2, Single-Dwelling Residential to P/I, Public and Institutional with a C-O, Conditional Overlay.
  - b. 1st reading of rezoning Ordinance.
42. **PUBLIC HEARING – CONTINUE to 7/7/25** - Northdale First Addition (4300 County Highway 81 North); approval recommended by the Planning Commission on 2/4/25:
  - a. Zoning Change from AG, Agricultural to LI, Limited Industrial with a C-O, Conditional Overlay.
  - b. 1st reading of rezoning Ordinance.
  - c. Plat of Northdale First Addition.
43. **PUBLIC HEARING** – Annexation of 87.89 acres, more or less located in a part of Section 10 and Section 15, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota (4370 52nd Avenue North; 4300, 5001 and 5115 County Road 81; 4821-4943 43rd Street North; 4349 and 4350 48th Avenue North).
44. **PUBLIC HEARING** – Application for a Class “C” Alcoholic Beverage License for DBLD, Inc. d/b/a Lil’ Jimmy’s to be located at 2603 Kirsten Lane South, Suite 103.



45. **PUBLIC HEARING** – Application for a Class “W” Alcoholic Beverage License for Hera Nail Bar & Head Spa Inc. d/b/a Hera Nail Bar & Head Spa to be located at 2701 Uptown Way, Suite 105.
46. **PUBLIC HEARING** – Hearing on a dangerous building located at 1102 1st Avenue South.
47. Recommendation to approve the Floodproof Construction Requirements Policy and authorize staff to submit the Basement Exception renewal request to FEMA.
  - a. Receive and file an Ordinance Amending Sections 21-0601, 21-0602, 21-0603, 21-0604 and Enacting Sections 21-0601.1 and 21-0605 of Article 21-06 of Chapter 21 of the Fargo Municipal Code Relating to Flood Plain Management.
48. Liaison Commissioner Assignment Updates.
49. **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](https://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 web site at [FargoND.gov/CityCommission](https://FargoND.gov/CityCommission).



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**City Administration**  
225 4th Street North  
Fargo, ND 58102

## MEMORANDUM

**TO: Fargo City Commission**

**FROM: Jim Gilmour, Director of Strategic Planning and Research**

**DATE: June 16, 2025**

**SUBJECT: Letter of Support Southpoint Service Center**

The City of Fargo is a member of the North Dakota Opportunity Fund (NDOF) Consortium alongside 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The NDOF provides loans and investments to small businesses and non-profit organizations that create jobs. To receive support, the Consortium requires an endorsement letter from the City, indicating support for the project and NDOF involvement in the financing. There is no City financial support included or required with the letter of support.

Southpointe Service Center is an automobile service business located at 3231 33rd Street South in Fargo. The business has three owners and seven employees. The majority owner is retiring and the two other owners intend to purchase those shares of the business.

The two remaining owners need loans to purchase the business, which is owned by J & I Enterprises, LLC. Southpoint Service Center and J & I Enterprise are requesting a letter from the City of Fargo to support their application to the NDOF to finance of the purchase of the business.

Purchase of the business will retain seven jobs, add an additional employee, and potentially allow the business hire more employees in the future.

### **Recommended Motion**

Provide a letter of support to the NDOF for the Southpointe Services Center and J & I Enterprises project to provide a match of the Bank of North Dakota interest buy-down program.

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June 23, 2025

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

Re: Broadway Streetscape – Pedestrian Way - Amenities

Dear Commissioners:

Downtown Broadway was reconstructed in the early 2000s and since that time, there has not been a re-evaluation of the amenities within that corridor. The sidewalks on Broadway, a signature street for Fargo, tend to be too narrow and crowded, based on the findings from the Downtown Infocus Take Action plan completed in 2023. The Downtown Community Partnership is kicking off the replacement of their wayfinding signs and are asking the City do a re-evaluation of the amenities along this corridor.

Attached is a memo from the Downtown Community Partnership requesting that re-evaluation and I concur.

**Recommended Motion:**

Direct City Staff to evaluate the amenities along Broadway from Main Avenue to 6th Avenue and provide recommendations.

Respectfully Submitted,



Brenda Derrig, PE  
Assistant City Administrator



# Downtown

## COMMUNITY PARTNERSHIP

### Request for Evaluation of Broadway Streetscape Amenities

To:

Brenda Derrig  
Assistant City Administrator, City of Fargo

From:

Rocky Schneider  
Executive Director, Downtown Community Partnership

Subject:

Request to Evaluate Broadway Streetscape Amenities & Public Right-of-Way Needs

Dear Brenda,

On behalf of the Downtown Community Partnership (DCP) — representing nearly 200 downtown businesses and serving as administrator of the Business Improvement District (BID) — I am writing to formally request that the City of Fargo initiate a focused evaluation of public amenities along Broadway, specifically as they relate to the public right-of-way (ROW), customer experience, and business accessibility.

Broadway remains Downtown Fargo's most active pedestrian corridor — and the environment surrounding it has evolved significantly since the streetscape was first implemented over two decades ago. With recent upgrades underway, including the development of new interactive pedestrian signage and the activation of Broadway Square as our signature civic plaza, the time is right for a coordinated reassessment of how the ROW is used to best serve today's needs.

We respectfully request that City staff be given authority to lead a formal evaluation of Broadway's public amenities within the ROW — including seating, signage, and pedestrian space — to determine a strategic path forward. This evaluation should consider:

- The current and future role of Broadway Square as Downtown's primary public rest and gathering space
- Operational burdens on BID crews, including litter, graffiti removal, snow clearance, and ADA maintenance at conflict-heavy nodes
- Business feedback regarding how sidewalk-level amenities impact foot traffic, storefront access, and the overall customer experience
- Alignment with national best practices, including the NACTO Urban Street Design Guide,

Downtown Community Partnership  
118 Broadway N, Suite 207, Fargo, ND 58102

and local policies such as the Downtown InFocus Plan (adopted December 2023)

This review should also reference the Confluence Streetscape Guidelines from 2013 and integrate Confluence's current work with the City, DCP, and BID on new pedestrian signage.

Broadway Square now has more public seating than all Broadway benches combined, and it is actively managed by the DCP in partnership with Fargo Parks, Block 9 Partners, and the City. It offers a safe, visible, and welcoming space for gathering that didn't exist when the current benches were installed. Many existing benches compete with business doorways, limit ADA accessibility, or are placed directly across from entrances — contributing to discomfort for visitors and excessive maintenance demands. In many cases, these ROW areas have become management-intensive zones for the BID, the Fargo Police Department, and the City's Harm Reduction Division.

We want to be clear: DCP supports more public seating — just not in competition with customer flow. We encourage expansion of rest areas at Civic Plaza, Broadway Square, or side streets that don't compromise visibility, walkability, or ADA accessibility.

The Downtown Task Force — including City departments, BID, and DCP — meets monthly and has identified ROW clutter and pedestrian bottlenecks as a shared concern. The City has already adopted the necessary planning frameworks. The InFocus Plan designates 2nd Avenue and Broadway Square as a special event corridor and emphasizes pedestrian-first infrastructure.

Quick action is achievable. The data exists. The vision is approved. And the design tools are in hand.

The DCP deeply values our longstanding partnership with the City of Fargo. The recent successes of coordinated efforts — from signage redevelopment to cross-departmental cleanup responses — reflect the strong, collaborative spirit that your leadership and the Commission have encouraged.

Thank you for your continued leadership and support of Downtown Fargo.

Sincerely,  
Rocky Schneider  
Executive Director  
Downtown Community Partnership

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June 23, 2025

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

Re: Conclude Parking Commission, Community Development Committee, City Hall/Auditorium Commission.

Dear Commissioners:

In February 2025, as part of the governance and policy meetings held by the City Commissioners, a presentation on the City's boards and commissions was received. This included a white paper that highlighted the origin, frequency of meetings and logistics of the City's volunteer boards and commissions. Over the past several months, I have worked with City staff members, with emphasis on the Planning Department since there are several boards that reside under their management. A summary of the assessment work and a presentation was provided on June 9 at an informational meeting. As an outcome of this meeting, there was general concurrence regarding the next procedural steps for the reframing of boards and commissions. The first step is to conclude the boards that are no longer meeting, which includes Parking Commission, Community Development Committee and City Hall/Auditorium Commission.

I am recommending that the City Attorney provide the necessary ordinance and/or resolution revisions to conclude the Parking Commission, Community Development Committee and City Hall/Auditorium Commission.

The oversight and review these Boards provided will be assumed by staff and the City Commission as appropriate for operations and City finance policies. The City Commission has oversight of the financial management through the City's Finance Policies and the Planning Department follows typical operational oversight.

Our next step will be to provide recommendations for the conclusion of the Sustainability and Resiliency Committee and Police Advisory and Oversight Board. Our office will continue to work with the appropriate staff, City Commission liaisons and the executive teams of the remaining volunteer boards for continued evaluation over the course of the next few months. Additional recommendations will be presented to the City Commission in the future.

**Recommended Motion:**

Direct the City Attorney to repeal the appropriate ordinances and/or resolutions to conclude the Parking Commission, Community Development Committee and City Hall/Auditorium Commission.

Respectfully Submitted,



Brenda Derrig, PE  
Assistant City Administrator



**Boards and Commissions**

Updated June 23, 2025

**Created by State Statute or Allowed by State Statute: (11)**

Board of Adjustment	Planning	As needed
Planning Commission	Planning	Monthly
Renaissance Zone Authority	Planning	Monthly
Board of Appeals	Inspections	As needed
Board of Health	Health	Quarterly
Civil Service Commission	Human Resources	As needed, at least once a year
Library Board	Library	Monthly
Liquor Control Board	Auditor	Monthly
Special Assessment Commission	Engineering	As needed
**Airport Authority	Airport	Monthly
**Fargo Housing & Redevelopment Authority	Fargo Housing	Monthly

\*\*City of Fargo staff do not service this Board.

**Created by Ordinance/Resolution: (12)**

Arts & Culture Commission	Planning	Quarterly
Fargo Youth Initiative	Planning	Monthly
Native American Commission	Planning	5 times a year
Historic Preservation Commission	Planning	As needed
Human Rights Commission	Administration	Monthly
Police Advisory & Oversight Board	Police	Monthly
Finance Committee	Finance/Commission	Minimum Quarterly, or as needed
Fargo Dome Authority	Fargo Dome	Monthly
*House Moving Board	Inspections	As needed
*City Hall/Auditorium Commission	Administration	Last met in August 2020
*Parking Commission	Planning	Last met in June 2021
***MATBUS Coordination Committee (formerly Metro Area Transit Coordinating Board)	MetroCOG/Transit	Every other month
**Metro Flood Diversion Authority Boards (MFDA)	MFDA Staff	Every Month

\*These Boards/Commissions have not met in over a year.

\*\*City of Fargo staff do not service this Board.

\*\*\*The Mayor is not the appointing authority to this Board.

	The Rewrite of the Land Development Code will be addressing these Boards
	Boards Discussed at June 9, 2025 Informational Meeting
	Boards Discussed at Informational meeting and conclude at June 23, 2025 Commission Meeting
	Boards Discussed at Informational meeting and to be considered on July 7, 2025 Commission Meeting

**Not Created by Ordinance/Resolution: (2)**

*Community Development Committee	Planning	Last met January 2023
Economic Development Incentives Committee	Assessors/Director of Strategic Planning & Research	Monthly
Sustainability and Resiliency Committee	Administration	Meet every other month

\*These Boards/Commissions have not met in over a year.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

(4)

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

1  
2 AN ORDINANCE AMENDING SECTION 25-1506, OF ARTICLE 25-15,  
3 OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE  
4 RELATING TO LICENSES - CLASSIFICATIONS

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

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

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

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

14 NOW, THEREFORE,

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

16 Section 1. amendment.

17  
18 Section 25-1506, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, is amended  
19 as follows:

20 25-1506. -- Licenses -- Classifications.

21 Licenses authorizing the sale at retail of alcoholic beverages within the city of Fargo shall  
22 be divided into the following classes:

23 \*\*\*



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1  
2 H. Class E. - A "Class E" license, in the nature of a special permit, shall authorize the  
3 holder of an existing "on-sale" license to engage in the sale of alcoholic beverages  
4 (on-sale only) on such licensed premises as may be designated in the "Class E" license,  
5 subject to the following restrictions and conditions:

- 6 1. A Class "E" license may be issued only to persons currently holding a Class  
7 "AB", Class "ABH", "ABH-RZ", Class "A", Class "C", Class "F", Class "FA",  
8 Class FA-GOLF, Class "G", Class "H", Class "I", Class "N", Class "W", Class  
9 "FA-Entertainment", "RZ-V", VWB or Class "Z" license.

10 \*\*\*

11 L. Class FA-GOLF. A Class "FA-GOLF" license shall authorize the licensee to sell  
12 "on-sale" only, subject to the following restrictions and conditions:

- 13 1. A Class "FA-GOLF" licensee may sell alcoholic beverages as the food and  
14 beverage concessionaire at a golf course which also holds a restaurant license  
15 or permit pursuant to the provisions of article 13-04 of the Fargo Municipal  
16 Code and which derives a percentage (hereinafter stated) of its gross receipts  
17 from the sale of prepared meals and not alcoholic beverages. A recipient of  
18 "FA-GOLF" license must derive at least 25% of its gross receipts from the sale  
19 of prepared meals and food products and not alcoholic beverages during the  
20 months when full golf course operations are open. During the remaining months  
21 of the year, said recipient must derive 50% or more of its gross receipts from  
22 the sale of prepared meals and not alcoholic beverages. It is the intention of this  
23 restriction that the purpose of a "FA-GOLF" license is to allow the sale of  
alcoholic beverages as an adjunct to the operation of the golf course and  
restaurant and not that of operating a full-time liquor establishment. Further,  
such licensee must be located at and serve a golf course of at least nine (9) or  
more holes. Said golf course must be USGA approved.
2. The Class "FA-GOLF" license shall authorize licensee to sell "on-sale" only  
and no licensee hereunder may conduct any "off-sale" liquor sales.
3. A licensee hereunder, which must also operate a restaurant under the provisions  
of this title, shall provide adequate off-street parking within the discretion of  
and subject to the approval of the commission.

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FARGO, NORTH DAKOTA

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4. A recipient of a license hereunder shall not be authorized to receive or be issued a live entertainment license as provided in section 25-1510.

5. A "restaurant" shall mean an establishment providing multi-course meals of steak, fish, seafood and other similarly menued main courses, as well as hors d'oeuvres and desserts. Main course menu items shall be fully prepared and cooked on the premises and shall not be primarily pre-packaged, pre-processed, or pre-prepared food products intended for fast or convenient service. The hours within which sales of alcoholic beverages may be made shall coincide with the hours permitted by the state of North Dakota for the sale of alcoholic beverages and shall also be additionally limited as set forth herein. When the kitchen is not in full operation and a full menu service is not being offered to patrons, the sale and consumption of alcoholic beverages shall be discontinued within one hour after the cessation of full kitchen operation and the offering of a full menu service. It is the intention of this restriction that the purpose of an "FA-GOLF" license is to allow the sale of alcoholic beverages as an adjunct to the operation of the golf course and restaurant and not that of operating a full-time liquor establishment. A recipient of an "FA-GOLF" license shall provide a full and complete kitchen adequate for the preparation of food as required by this ordinance. Such kitchen shall be subject to approval by the commission.

~~6. A recipient of a license hereunder shall be allowed to serve alcoholic beverages only in areas which are specifically identified as the licensee's licensed premises. This shall not include, however, the parking lot or the golf course itself. Any service on the golf course itself shall be from one location or one mobile cart for a nine-hole golf course for which an "E" permit shall be obtained by licensee. An eighteen-hole golf course may have two locations or two mobile carts for which an "E" permit shall be obtained by licensee. The fee for an "E" permit as herein required is included in the annual fee and no additional charge will be made for the same. The licensee shall not be entitled to receive any other Class "E" license except for service on the golf course itself as aforesaid.~~

6. 7. A Class "FA-GOLF" license is only available to the food and beverage concessionaire of a golf course as defined hereinbefore. Notwithstanding the closing time as allowed by state law and city ordinance, a licensee hereunder must close at 1:00 o'clock a.m. The license shall be site specific and shall not be transferred in any manner provided, however, the license may be transferred to a successor food and beverage concessionaire of a golf course. Upon cessation or termination of the business, said license shall revert to the city.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1  
2 7. 8. In addition to the foregoing restrictions and conditions, the Class "FA-GOLF"  
3 license shall be governed by all the provisions of this article applicable to Class  
4 "A" licenses and shall in addition, said licensee shall hold a restaurant license  
or permit pursuant to article 13-04 of the Fargo Municipal Code relating to  
restaurants.

\*\*\*

5 Section 2. Penalty.

6  
7 A person who violates any section within Fargo Municipal Code Article 25-15 unless  
8 otherwise identified shall be deemed to have committed an infraction and shall be punished  
as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time  
to time.

9 Section 3. Effective Date.

10  
11 This ordinance shall be in full force and effect from and after its passage, approval and  
publication.

12  
13 \_\_\_\_\_  
14 Dr. Timothy J. Mahoney, M.D., Mayor

15 Attest:

16  
17 \_\_\_\_\_  
18 Steven Sprague, City Auditor

19  
20 First Reading:  
21 Second Reading and Final Passage:  
22 Publication:  
23

5

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 18-0310 OF ARTICLE 18-03  
OF CHAPTER 18 OF THE FARGO MUNICIPAL CODE  
RELATING TO PUBLIC WAYS AND PLACES

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 18-0310 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby amended to read as follows:

18-0310. -- Performers of sidewalk entertainment.

Performers of sidewalk entertainment may perform on any sidewalk or pedestrian way provided that such performers shall:

1. Not violate the prohibitions on disturbing, annoying and unnecessary noise as set forth in article 11-02 of the Fargo Municipal Code.

~~2. Not violate the prohibitions on panhandling as set forth in Fargo Municipal Code section 10-0311.~~

~~32.~~ Not obstruct or cause to be obstructed pedestrian or vehicular traffic, including but not limited to not obstructing or causing to be obstructed sidewalks, doorways or other access areas. Entertainer must provide a minimum of 6 feet of pedestrian passageway. If a performer attracts a crowd sufficient to obstruct the public way, a police officer may

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disperse the crowd if the officer determines the crowd is resulted in an obstructed pathway. The officer may ask the performer to temporarily suspend a performance or to move to a less congested area.

43. Not sell records, tapes or other products.

54. Perform only at times between the hours of 9:00 a.m. and 10:00 p.m.

65. Not consume nor be under the influence of alcoholic beverages or other controlled substances while performing, in compliance with the North Dakota laws and regulations.

76. Not perform any nearer than 150 feet from another professional sidewalk entertainer who is also performing.

87. Not perform at locations designated for a community event or festival, unless permitted to play at the community event or festival by the event or festival coordinator, pursuant to section 18-0313.

98. Comply with all federal, state and local laws when performing within the city, including but not limited to, the panhandling ordinance and the noise ordinance.

109. Not perform within fifty (50) feet of a pushcart or permitted outdoor eating area.

110. Maintain the permitted area within a radius of ten feet free of trash and debris.

121. Not create a fire hazard or use fire, knives, or dangerous items during a performance.

131. Not engage in the application of tattoos or body piercing.

141. Not include obscenity in a performance.

151. Not engage in harassment or coercion of passersby.

161. Not display or offer food or drink for sale.

171. Not display tables, lounge chairs, push carts or mobile display racks.

181. Not block access to an entrance to a building.

191. Not perform in a street, or not interfere with a motorist, either regarding the passage of a vehicle or the sight of its driver.

201. Make no effort to reserve a location for sidewalk entertainment; performance locations shall be on a daily, first-come, first-served basis. Sidewalk entertainers shall abandon the location at the end of the day, including the removal of all personal property by 10:00

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p.m.

1 ~~2120~~. Not connect to electric outlets or power sources owned by the city or others without the  
express written permission to do so.

2 ~~2221~~. Not block or obstruct a curb cut.

3 ~~2322~~. Not perform on any bike path, without prior written approval from the city.

4 ~~2423~~. Not construct a stage or platform.

5 ~~2524~~. Not block a handicap parking spot.

6 ~~2625~~. Not leave any equipment, props, or other items unattended. Unattended items are subject  
7 to removal as abandoned property.

8 Section 2. Effective Date.

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

10  
11 \_\_\_\_\_  
12 Timothy J. Mahoney, M.D., Mayor

13 Attest:

14  
15 \_\_\_\_\_  
16 Steven Sprague, City Auditor

17 First Reading:  
18 Second Reading:  
19 Final Reading:  
20  
21  
22  
23

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6

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

1  
2 AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21-01  
3 OF CHAPTER 21 OF THE FARGO MUNICIPAL CODE  
4 RELATING TO THE INTERNATIONAL BUILDING CODE

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

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

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

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

14 NOW, THEREFORE,

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

16 Section 1. Repeal.

17 Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby repealed in its  
18 entirety.

19 Section 2. Re-enactment.

20 Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby re-enacted to read as  
21 follows:  
22  
23

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ARTICLE 21-01  
INTERNATIONAL BUILDING CODE -- ADOPTION -- MODIFICATIONS

Section

21-0101

International Building Code adopted.

21-0102

Modification of International Building Code.

21-0101. International Building Code adopted.—The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the city of Fargo, North Dakota, shall meet with the provisions of the rules and regulations of the 2024 Edition of the International Building Code of the International Code Council as the same are now established in said code, a copy of which is on file in the office of the city auditor for the city of Fargo, with the exception of the sections hereinafter set forth affecting local conditions in the city of Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Building code; and the board of city commissioners of said city of Fargo, by this section hereby approves and adopts such rules and regulations, as so modified, for use and application in the city of Fargo, North Dakota, and within the extra-territorial zoning jurisdiction of the city.

21-0102. Modification of International Building Code.—The International Building Code as adopted in § 21-0101 is hereby changed and amended as follows:

**Section 101.1** is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the Building Code of ~~[NAME OF JURISDICTION]~~, the City of Fargo, hereinafter referred to as “this code.”

**Section 101.4.3** is hereby amended to read as follows:

**101.4.3 Plumbing.** The provisions of the ~~International Plumbing Code North Dakota State Plumbing Code~~ shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the ~~International Private Sewage Disposal Code North Dakota State Plumbing Code~~ shall apply to private sewage disposal systems.



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Section 103.1 is hereby amended to read as follows:

1       **103.1 Creation of enforcement agency.** The ~~[INSERT NAME OF DEPARTMENT]~~  
2       Inspections Department is hereby created and the official in charge thereof shall be known  
3       as the building official. The function of the agency shall be the implementation,  
4       administration and enforcement of the provisions of this code.

Section 104.8.1 is hereby amended to read as follows:

5       **104.8.1 Legal Defense.** Any suit or criminal complaint instituted against an officer or  
6       employee because of an act or omission performed by that officer or employee in the lawful  
7       discharge of duties and under the provisions of this code or other laws and ordinances  
8       implemented through the enforcement of this code shall be afforded all the protection  
9       provided by the city's insurance pool and immunities and defenses provided by other  
10      applicable state and federal laws and shall be defended by legal representatives of the  
11      jurisdiction until the final termination of the proceedings. The building official or any  
12      subordinate shall not be liable for costs in any action, suit or proceeding that is instituted  
13      in pursuance of the provisions of this code. This code shall not be construed to relieve  
14      from or lessen the responsibility of any person owning, operating or controlling any  
15      building or structure for any damages to persons or property caused by defects, nor shall  
16      the code enforcement agency or the city be held as assuming any such liability by reason  
17      of the inspection authorized by this code or any permits or certificates issued under this  
18      code.

Section 105.2 is hereby amended to read as follows:

16      **105.2 Work exempt from permit.** Exemptions from permit requirements of this code shall  
17      not be deemed to grant authorization for any work to be done in any manner in violation  
18      of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits  
19      shall not be required for the following:

**Building:**

\* \* \* \*

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2. Fences, ~~other than swimming pool barriers,~~ not over ~~7~~ 8.5 feet (~~2134 mm~~) high.

\* \* \* \*

6. Sidewalks and driveways ~~not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.~~

\* \* \* \*

11. Swings and other playground equipment ~~accessory to detached one and two family dwellings.~~

12. Window awnings ~~in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.~~

\* \* \* \*

14. Reroofing.

**Section 107.2.6.1** is hereby deleted in its entirety.

**Section 107.3.1** is hereby amended to read as follows:

**107.3.1 Approval of construction documents.** When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, ~~as "Reviewed for Code Compliance."~~ One set of construction documents so reviewed shall be retained by the building official. ~~The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.~~

**Section 109.2** is hereby amended to read as follows:

**109.2 Schedule of permit fees.** Where a permit is required, a fee for each permit and plan review shall be paid as required, in accordance with the schedule as established by the applicable governing authority Board of City Commissioners. The plan review fees specified in this subsection are separate from, and in addition to, permit fees. When submittal documents are incomplete or changed so as to require additional plan review or

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when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged in an amount not to exceed 10% of the building permit fee established in Section 109.2.

Section 305.2 is hereby amended to read as follows:

**305.2 Group E, day care facilities.** This group includes buildings and structures or portions thereof occupied by more than ~~five~~ twelve children older than 2 ½ years of age who receive educational, supervision or personal care services for fewer than 24 hours per day.

Section 305.2.2 is hereby amended to read as follows:

**305.2.2 ~~Five~~ Twelve or fewer children.** A facility having ~~five~~ twelve or fewer children receiving such day care shall be classified as part of the primary occupancy.

Section 305.2.3 is hereby amended to read as follows:

**305.2.3 ~~Five~~ Twelve or fewer children in a dwelling unit.** A facility such as the above within a dwelling unit and having ~~five~~ twelve or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 308.5 is hereby amended to read in part as follows:

**308.5 Institutional Group I-4 day care facilities.** Institutional Group I-4 occupancy shall include buildings and structures occupied by more than ~~five~~ twelve persons of any age who receive custodial care for fewer than 24 hours per day by persons other than parents or guardians; relatives by blood, marriage or adoption; and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

Adult day care

Child day care

Section 308.5.1 is hereby amended to read in part as follows:

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1       **308.5.1 Classification as a Group E.** A child day care facility that provides care for more  
2       than ~~five~~ twelve but not more than 100 children 2 ½ years or less of age, where the rooms  
3       in which the children are cared for are located on a level of exit discharge serving such  
4       rooms and each of these child care rooms has an exit door directly to the exterior, shall be  
5       classified as Group E.

6       **Section 308.5.3** is hereby amended to read as follows:

7       **308.5.3 ~~Five~~ Twelve or fewer persons receiving care.** A facility having ~~five~~ twelve or  
8       fewer persons receiving custodial care shall be classified as part of the primary occupancy.

9       **Section 308.5.4** is hereby amended to read as follows:

10       **308.5.4 ~~Five~~ Twelve or fewer persons receiving care in a dwelling unit.** A facility such  
11       as the above within a dwelling unit having ~~five~~ twelve or fewer persons receiving custodial  
12       care shall be classified as a Group R-3 occupancy or shall comply with the International  
13       Residential Code.

14       **Section 406.3.2.1** is hereby amended to read as follows:

15       **406.3.2.1 Dwelling unit separation.** The private garage shall be separated from the  
16       dwelling unit and its attic area by means of gypsum board, not less than 1/2 inch (12.7  
17       mm) in thickness, applied to the garage side. Garages beneath habitable rooms shall be  
18       separated from all habitable rooms above by not less than a 5/8-inch (15.9 mm) Type X  
19       gypsum board or equivalent and 1/2-inch (12.7 mm) gypsum board applied to structures  
20       supporting the separation from habitable rooms above the garage. Door openings between  
21       a private garage and the dwelling unit shall be equipped with either solid wood doors or  
22       solid or honeycomb core steel doors not less than 13/8 inches (34.9 mm) in thickness, or  
23       doors in compliance with Section 716.2.2.1 with a fire protection rating of not less than  
24       20 minutes. ~~Doors shall be self-closing and self-latching.~~

25       **Section 903.3.1** is hereby amended to read as follows:

26       **903.3.1 Standards.** Automatic sprinkler systems shall be designed with a 5 psi safety  
27       margin and installed in accordance with Section 903.3.1.1 unless otherwise permitted by  
28       Sections 903.3.1.2 and 903.3.1.3 and other chapters of this code, as applicable.

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Section 903.3.1.1.1 is hereby amended to read as follows:

1           **903.3.1.1.1 Exempt locations.** \*   \*   \*   \*

2           \*   \*   \*   \*

3           6. Elevator machine room and machinery spaces. Where sprinklers are not installed in  
4           elevator machine rooms, shunt trip required in accordance with IBC 3005.5 shall not be  
5           installed.

6           Section 903.3.5 is hereby amended to read as follows:

7           **903.3.5 Water supplies.** Water supplies for automatic sprinkler systems shall comply with  
8           this section and the standards referenced in Section 903.3.1. The potable water supply shall  
9           be protected against backflow in accordance with the requirements of this section and the  
10          International Plumbing Code. For connections to public waterworks systems, the water  
11          supply test used for design of fire protection systems shall be adjusted to account for  
12          seasonal and daily pressure fluctuations based on information from the water supply  
13          authority and as approved by the fire code official. Underground water supply piping shall  
14          be constructed of a material allowed by Fargo Municipal Code Chapter 16 and Chapter 22  
15          and shall be allowed to extend into the building through the slab or wall not more than 24  
16          inches.

17          Section 905.1 is hereby amended to add an exception to read as follows:

18          **Exception:** The installation of fire hose on standpipes may be omitted when approved  
19          by the local fire code official. Approved standpipe hose valves and connections shall be  
20          provided where required.

21          Section 907.2.11.1 is hereby amended to read as follows:

22          **907.2.11.1 Group R-1.** Single- or multiple-station smoke alarms shall be installed in all  
23          of the following locations in Group R-1:

\*   \*   \*   \*

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1                   4. In sleeping units where the ceiling height of a room open to the hallway serving  
2                   the sleeping rooms exceeds that of the hallway by 24 inches or more, smoke alarms  
3                   shall be installed in the hallway and in the adjacent room.

4                   Section 907.2.11.2 is hereby amended to read as follows:

5                   **907.2.11.2 Groups R-2, R-3, R-4 and I-1.** Single- or multiple station smoke alarms shall  
6                   be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at  
7                   all of the following locations:

8                   \*    \*    \*    \*

9                   4. In dwelling units where the ceiling height of a room open to the hallway serving  
10                  the sleeping room exceeds that of the hallway by 24 inches or more, smoke alarms  
11                  shall be installed in the hallway and in the adjacent room.

12                  Section 1003.3.1 is hereby amended as follows:

13                  **1003.3.1 Headroom.**    \*    \*    \*    \*

14                  An approved barrier shall be provided where the vertical clearance above a circulation path  
15                  is less than 80 inches (2032 mm) high above the finished floor. ~~The leading edge~~ A portion  
16                  of such a barrier shall be located 27 inches (686 mm) maximum above the finished floor.

17                  Section 1009.8.1 is hereby amended to read as follows:

18                  **1009.8.1 System requirements.** Two-way communication systems shall provide  
19                  communication between each required location and the fire command center or a central  
20                  control point location approved by the fire department. Where the central control point is  
21                  not a constantly attended location, the two-way communication system shall have timed,  
22                  automatic telephone dial-out capability that provides two-way communication with an  
23                  approved supervising station ~~or emergency services.~~ The two-way communication system  
                    shall include both audible and visible signals. ~~Systems shall be listed in accordance with~~  
                    ~~UL 2525 and installed in accordance with NFPA 72.~~

                    Section 1011.1 exception is hereby amended to read as follows.

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**Exceptions:**

1. Within rooms or spaces used for assembly purposes, stepped aisles shall comply with Section 1030.
2. In B, F, M, S or U occupancies, a stairway that is private and not open to the public that serves an area of 750 square feet or less, shall have a maximum riser height of 8 inches, a minimum thread depth of 9 inches, a minimum width of 36 inches, and shall have at least one handrail that terminates at the top and bottom riser. All other requirements of section 1014 shall apply.

**Section 1011.5.2** exceptions are hereby amended to read as follows:

**Exceptions:**

\* \* \* \*

3. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies not required by Chapter 11 to be Accessible or Type A dwelling or sleeping units; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be ~~7¾~~ 8 inches (497 ~~203.2~~ mm); the minimum tread depth shall be ~~40~~ 9 inches (254 ~~228.6~~ mm); the minimum winder tread depth at the walkline shall be 10 inches (254 mm); and the minimum winder tread depth shall be 6 inches (152mm). A nosing projection not less than ¾ inch (19.1mm) but not more than 1 ¼ inches (32mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279mm).

\* \* \* \*

6. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public are permitted to have a maximum 8-inch riser height and minimum 9 tread depth.

**Section 1015.2** is hereby amended to read as follows:

**1015.2 Where required.** Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings, that are located more than 30 inches (762 mm) ~~measured vertically to the floor or grade below at~~

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any point within 36 inches (914 mm) horizontally to the edge of the open side and at the perimeter of occupiable roofs above the floor or grade below or if within 36 inches (914 mm) horizontally to the edge of the open side, the vertical measurement to the floor or grade below is greater than 48 inches. Guards shall be adequate in strength and attachment in accordance with section 1607.9.

**Section 1104.4** exceptions are hereby amended to read as follows:

**Exceptions:**

1. An accessible route is not required to stories, mezzanines and occupied roofs that have an aggregate area of not more than 3,000 square feet (278.7 m<sup>2</sup>), or are in a building 2 stories or less above grade plane and are located above ~~and~~ or below accessible levels. This exception shall not apply to:

\* \* \* \*

**Section 1202.1** is hereby amended to read as follows:

**1202.1 General.** Buildings shall be provided with natural ventilation in accordance with Section 1202.5, or mechanical ventilation in accordance with the International Mechanical Code.

~~Dwelling units complying with the air leakage requirements of the International Energy Conservation Code or ASHRAE 90.1 shall be ventilated by mechanical means in accordance with Section 403 of the International Mechanical Code. Ambulatory care facilities and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407 of the International Mechanical Code.~~

**Section 1206** is hereby deleted in its entirety.

**Section 1403.6** is hereby deleted in its entirety.

**Section 1403.7** is hereby deleted in its entirety.

**Section 1601.1** is hereby amended to read as follows:



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1       **1601.1 Scope.** The provisions of this chapter shall govern the structural design of  
2       buildings, structures and portions thereof.

3       It shall not be the responsibility of the building official to determine engineering  
4       requirements of this code. Exclusive of the conventional light-frame wood construction  
5       provisions referenced in Section 2308, the method to resist loads as referenced in this  
6       chapter is the responsibility of a structural engineer or other qualified design professional.

7       **Section 1610.1** exception is hereby amended to read as follows:

8       **Exception:** Foundation walls extending not more than ~~8~~ 9 feet (~~2438 mm~~) below  
9       grade and laterally supported at the top by flexible diaphragms shall be permitted  
10       to be designed for active pressure.

11       **Section 1804.4** is hereby deleted in its entirety and the following text enacted:

12       **Section 1804.4 Site Grading.** Surface drainage shall be diverted to a storm sewer  
13       conveyance or other approved point of collection. Lots shall be graded to drain  
14       surface water away from foundation walls.

15       The procedure used to establish the final ground level adjacent to the foundation  
16       shall account for additional settlement of the backfill.

17       **Section 1809.5** exception is hereby amended to read as follows:

18       **Exception:** Free-standing unheated buildings used as Group U or S occupancies  
19       for the storage of private or pleasure-type motor vehicles constructed in accordance  
20       with Sections 406.1 and 406.3 meeting all of the following conditions shall not be  
21       required to be protected:

22               1. Assigned to Risk Category I.

23               2. ~~Area of 600 square feet (56 m<sup>2</sup>) or less for light frame construction or 400~~  
                  square feet (37 m<sup>2</sup>) or less for other than light frame construction.

                  3. ~~2.~~ Eave height of ~~10~~ 20 feet (~~3048 mm~~) or less.

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4. 3. Building is not normally occupied.

Section 2901.1 is hereby amended to read as follows:

1       **Section 2901.1 Scope.** The provisions of this chapter and the ~~International Plumbing Code~~  
2       ~~North Dakota State Plumbing Code~~ shall govern the design, construction, erection and  
3       installation of plumbing components, appliances, equipment and systems used in buildings  
4       and structures covered by this code. Toilet and bathing rooms shall be constructed in  
5       accordance with Section 1210. Private sewage disposal systems shall conform to the  
6       ~~International Private Sewage Disposal Code~~ North Dakota State Plumbing Code. The  
7       International Fire Code, the International Property Maintenance Code and the ~~International~~  
8       ~~Plumbing Code~~ North Dakota State Plumbing Code shall govern the use and maintenance of  
9       plumbing components, appliances, equipment and systems. The International Existing  
10       Building Code and the ~~International Plumbing Code~~ North Dakota State Plumbing Code shall  
11       govern the alteration, repair, relocation, replacement and addition of plumbing components,  
12       appliances, equipment and systems.

Section 2902.3 is hereby amended to add the following exception:

Section 2902.3 Employee and public toilet facilities. \* \* \* \*

**Exception:** Public toilet facilities shall not be required for:

\* \* \* \*

3. Unheated self-storage facilities that are not staffed.

Section 3. Penalty.

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

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Section 4. Effective Date.

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

3  
4 (SEAL)

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

5  
6 Attest:

7  
8 \_\_\_\_\_  
9 Steven Sprague, City Auditor

10 First Reading:  
11 Second Reading:  
12 Final Passage:  
13 Publication:  
14  
15  
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AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.2-01 OF  
CHAPTER 21.2 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL EXISTING BUILDING CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.2

INTERNATIONAL EXISTING BUILDING CODE

Article

21.2-01 International Existing Building Code--Adoption--Amendments, §§ 21.2-0101 to 21.2-0102

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ARTICLE 21.2-01

Section

21.2-0101 Adoption of International Existing Building Code by Reference

21.2-0102 Amendment to International Existing Building Code

21.2-0101. Adoption of International Existing Building Code by reference.--There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing standards, relative to existing buildings in the city of Fargo, that certain code known as the International Existing Building Code recommended and compiled by the International Code Council, 2024 Edition, a copy of which is on file in the office of the city auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.2-0102. Amendment to International Existing Building Code.--The International Existing Building Code as adopted in Section 21.2-0101 is hereby changed and amended as follows:

**Section 101.1** is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the Existing Building Code of ~~[NAME OF JURISDICTION]~~ the City of Fargo, hereinafter referred to as "this code."

**Section 103.1** is hereby amended to read as follows:

**103.1 Creation of agency.** The ~~(INSERT NAME OF DEPARTMENT)~~ City of Fargo Inspections Department is hereby created, and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**Section 104.2.4.1** is hereby deleted in its entirety.

**Section 104.8** is hereby amended to read as follows:

**104.8 Liability.** The code official, member of the Board of Appeals, officer or employee charged with the enforcement of this code, while acting for the

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

jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damage to persons or property caused by defects nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

**Section 105.2** is hereby amended to read as follows:

**Section 105.2 Work exempt from permit.** \* \* \* \*

**Building:**

\* \* \* \*

7. Reroofing.

8. Window replacement.

**Section 109.3.3** is hereby deleted in its entirety.

**Section 109.3.10** is hereby deleted in its entirety.

**Section 201.3** is hereby amended to read as follows:

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the other International Codes, such terms shall have the meanings ascribed to them in those codes. Wherever the term "International Plumbing Code" and/or the "International Private Sewage Disposal Code" is used it shall mean the North Dakota State Plumbing Code. Wherever the term "ICC Electrical Code" is used, it shall mean the National Electric Code together with the North Dakota State wiring Standards. Wherever the term "Flood Hazard Area" is used, it shall mean the Fargo Flood Plain Management ordinance together with the Flood Proofing Code of the City of Fargo North Dakota.

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Section 1401.2 is hereby amended to read as follows:

**1401.2 Conformance.** ~~The building shall be safe for human occupancy as determined by the International Fire Code and the International Property Maintenance Code. Any repair, alteration or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field fabricated elements shall comply with the requirements of the International Building Code or the International Residential Code, as applicable. Buildings to be moved within this jurisdiction shall comply with the provisions of this chapter. Buildings to be moved into this jurisdiction shall comply with the provisions of the International Codes for new buildings and shall be certified as to meet compliance by an agency approved by the code official.~~

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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

AN ORDINANCE REPEALING AND RE-ENACTING CHAPTER 21.3 OF THE  
FARGO MUNICIPAL CODE RELATING TO THE  
INTERNATIONAL ENERGY CONSERVATION CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Chapter 21.3 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Chapter 21.3 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.3

INTERNATIONAL ENERGY CONSERVATION CODE

Article	
21.3-01	International Energy Conservation Code--Adoption--Amendments, §§ 21.3.-0101 to 21.3-0102



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ARTICLE 21.3-01

Section

- 21.3-0101 Adoption of International Energy Conservation Code  
21.3-0102 Amendment to International Energy Conservation Code

21.3-0101. Adoption of International Energy Conservation Code by Reference.--There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Energy Conservation Code recommended and compiled by the International Code Council, being particularly the 2024 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.3-0102. Amendment to International Energy Conservation Code.--The International Energy Conservation Code as adopted in Section 21.3-0101 is hereby changed and amended as follows:

**IECC – COMMERCIAL PROVISIONS**

**Section C101.1** is hereby amended to read as follows:

**C101.1 Title.** This code shall be known as the Energy Conservation Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo and shall be cited as such. It is referred to herein as “this code”.

**Section C103.1** is hereby amended to read as follows:

**C103.1 Creation of enforcement agency.** The ~~[INSERT NAME OF DEPARTMENT]~~ Inspections Department is hereby created and the official in charge thereof shall be known as the authority having jurisdiction (AHJ). The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**Section C105.6.2** is hereby amended to delete number 3 regarding compliance documentation.

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Section C405.12 is hereby deleted in its entirety.

Section C405.13 is hereby deleted in its entirety.

Section C405.15 is hereby deleted in its entirety.

Section C406.1.2 is hereby deleted in its entirety.

Section C406.3 is hereby deleted in its entirety.

Section C502.3.8 is hereby deleted in its entirety.

**IECC – RESIDENTIAL PROVISIONS**

Section R101.1 is hereby amended to read as follows:

**R101.1 Title.** This code shall be known as the Energy Conservation Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo and shall be cited as such. It is referred to herein as “this code”.

Section R103.1 is hereby amended to read as follows:

**R103.1 Creation of enforcement agency.** The ~~[INSERT NAME OF DEPARTMENT]~~ Inspections Department is hereby created and the official in charge thereof shall be known as the authority having jurisdiction (AHJ). The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Table R402.1.2 is hereby amended to read as follows:

**TABLE R402.1.2  
MAXIMUM ASSEMBLY U-FACTORS<sup>a</sup> AND FENESTRATION REQUIREMENTS**

Maximum Assembly U-Factors <sup>a</sup> and Fenestration Requirements			
Climate Zone	****	6	****
Vertical Fenestration U-Factor	****	0.28 <sup>1</sup> 0.32	****

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****	****	****	****
Wood-Framed Wall <i>U</i> -Factor	****	<del>0.045</del> <u>0.057</u>	****
****	****	****	****
Basement Wall <i>U</i> -Factor	****	<del>0.050</del> <u>0.059</u>	****
<del>Unheated Slab <i>R</i>-Value &amp; Depth<sup>e</sup></del>	****	<del>0.66</del>	****

(balance of table remains unchanged.)

**Table R402.1.3** is hereby amended to read as follows:

**TABLE R402.1.3  
INSULATION MINIMUM *R*-VALUES AND FENESTRATION REQUIREMENTS  
BY COMPONENT<sup>a</sup>**

Insulation Minimum <i>R</i> -Values and Fenestration Requirements by Component			
Climate Zone	****	6	****
Vertical Fenestration <i>U</i> -Factor	****	<del>0.28</del> <u>0.32</u>	****
****	****	****	****
Wood-Framed Wall <i>R</i> -Value <sup>c, h</sup>	****	<del>30 or 20 &amp; 5 ei or 13 &amp; 10 ei or 0 &amp; 20 ei</del> <u>21 or 13 &amp; 5 ci</u>	****
****	****	****	****
Basement Wall <i>R</i> -Value <sup>b, e</sup>	****	<del>15 ei or 19 or 13 &amp; 5 ei</del> <u>15 or 10 ci</u>	****
<del>Unheated Slab <i>R</i>-Value &amp; Depth<sup>e</sup></del>	****	<del>10 ei, 3 ft</del>	****

(balance of table remains unchanged.)

**Table R402.5.1.1** is hereby amended to read as follows:

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**TABLE R402.5.1.1**  
**AIR BARRIER, AIR SEALING AND INSULATION INSTALLATION<sup>a</sup>**

Air Barrier, Air Sealing and Insulation Installation		
Component	Air Barrier Criteria	Insulation Installation Criteria
Basement, Crawl Space and Slab Foundations	****	<p style="text-align: center;">****</p> <p><u>Exterior foundation insulation shall be covered and flashed to protect it from exposure to light and weather to a minimum of 6 inches (152 mm) below grade and be covered by a minimum 6-mil polyethylene slip sheet over the entire surface.</u></p>

(balance of table remains unchanged.)

**Section R403.6.3** is hereby deleted in its entirety.

**Section R404.2** is hereby deleted in its entirety.

**Section R404.3** is hereby deleted in its entirety.

**Table R406.5** is hereby amended to read as follows:

**TABLE R406.5**  
**MAXIMUM ENERGY RATING SYSTEM**

Maximum Energy Rating Index		
Climate Zone	Energy Rating Index Not Including OPP	Energy Rating Index Including OPP
****	****	****
6	<del>53</del> <u>58</u>	<del>43</del> <u>48</u>

(balance of table remains unchanged.)

**Section 3. Penalty.**

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction

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shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

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

(SEAL)

Attest:

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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

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AN ORDINANCE REPEALING AND RE-ENACTING SECTIONS 9-0701 AND 9-0704  
OF ARTICLE 9-07 OF CHAPTER 9 OF THE FARGO MUNICIPAL CODE  
RELATING TO FIRE PROTECTION AND PREVENTION

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. Repeal.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code  
are hereby repealed in their entirety.

Section 2. Re-enactment.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code  
are hereby re-enacted to read as follows:

9-0701. International Fire Code--Adoption.--There is hereby adopted by reference by the  
board of city commissioners, for the purpose of prescribing regulations governing conditions  
hazardous to life and property from fire or explosion, that certain code known as the International  
Fire Code being particularly the 2024 Edition thereof and all subsequent revisions and additions  
thereto; save and except such portions as are hereinafter deleted, modified, or amended by

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1 ordinance or in accordance with the provisions of section 9-0704, a copy of said code is on file in  
2 the office of the chief of the Fargo Fire Department and the same is hereby adopted and  
3 incorporated as fully as if set out in length herein, and from the date on which this ordinance shall  
4 take effect, the provisions thereof shall be controlling within the limits of the city, and within the  
5 extra-territorial zoning jurisdiction of the city.

6 9-0704. Modification of International Fire Code.--The International Fire Code as adopted  
7 in Section 9-0701 is hereby changed and amended as follows:

8 **Section 101.1** is hereby amended to read as follows:

9 **101.1 Title.** These regulations shall be known as the Fire Code of ~~[NAME OF~~  
10 ~~JURISDICTION]~~ the city of Fargo, hereinafter referred to as "this code."

11 **Section 103.1** is hereby amended to read as follows:

12 **103.1 Creation of Agency.** The ~~[INSERT NAME OF DEPARTMENT]~~ Fargo Fire  
13 Department is hereby created and the official in charge thereof shall be known as the fire  
14 code official. The function of the agency shall be the implementation, administration and  
15 enforcement of the provisions of this code.

16 **Section 104.8** is hereby amended to read as follows:

17 **104.8 Liability.** The fire code official, member of the board of appeals, officer or  
18 employee charged with the enforcement of this code, while acting for the jurisdiction, in  
19 good faith and without malice in the discharge of the duties required by this code or other  
20 pertinent law or ordinance, shall not be rendered personally liable, either civilly or  
21 criminally, and is hereby relieved from all personal liability for any damage accruing to  
22 persons or property as a result of any act or by reason of an act or omission in the discharge  
23 of official duties. Any suit instituted against an officer or employee because of an act or  
omission performed by that officer or employee in the lawful discharge of duties and under  
the provisions of this code shall be afforded all the protection provided by the city's  
insurance pool and immunities and defenses provided by other applicable state and federal  
laws and shall be defended by legal representative of the jurisdiction until the final  
termination of the proceedings. The building official or any subordinate shall not be liable  
for cost in any action, suit or proceeding that is instituted in pursuance of the provisions  
of this code.

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This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 105.5.1 is hereby deleted in its entirety.

Table 105.5.9 is hereby amended to read as follows:

**Table 105.5.9 Permit Amounts for Compressed Gases.**

Type of Gas	Amount (cubic feet at NTP)
Carbon dioxide used in carbon dioxide enrichment systems	<del>875 (100 lb)</del> <u>4375 (500 lbs.)</u>
Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications	<del>875 (100 lb)</del> <u>4375 (500 lbs.)</u>
* * * *	* * * *

Section 105.5.14 is hereby deleted in its entirety.

Section 105.5.15 is hereby deleted in its entirety.

Section 105.5.18 Subsection 2 is hereby amended in part to read as follows:

2. To store, handle or use Class 1A liquids in excess of ~~5~~ 30 gallons (~~19 L~~), Class 1B liquids in excess of 60 gallons, Class 1C liquids in excess of 90 gallons in a building or in excess of ~~10~~ gallons (~~37.9 L~~) outside of a building, except that a permit is not required for the following:

\* \* \* \*

Section 105.5.18 Subsection 3 is hereby amended to read as follows:

3. To store, handle or use Class II or Class IIIA liquids in excess of ~~25~~ 120 gallons (~~95 L~~) in a building or in excess of ~~60~~ 120 gallons (~~227 L~~) outside a building, except for fuel oil used in connection with oil-burning equipment.



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1 **Section 105.5.19** is hereby deleted in its entirety.

2 **Section 105.5.25 Subsections 1, 5, and 6** of are hereby deleted in their entirety.

3 **Section 105.5.33** is hereby deleted in its entirety.

4 **Section 105.5.34** is hereby deleted in its entirety.

5 **Section 105.5.35** is hereby deleted in its entirety.

6 **Section 105.5.38** is hereby amended to read as follows:

7 **105.5.38 Open flames and candles.** An operational permit is required to use open flames  
8 or candles in connection with assembly areas, dining areas of restaurants or drinking  
9 establishments. For purposes of this provision, churches shall not be deemed to be  
10 assembly areas and shall not be required to obtain a permit to utilize candles in religious  
ceremonies.

11 **Section 105.5.40** is hereby deleted in its entirety.

12 **Section 105.5.42** is hereby deleted in its entirety

13 **Section 105.5.46** is hereby amended to read as follows:

14 **105.5.46 Refrigeration equipment.** An operational permit is required to operate a  
15 mechanical refrigeration unit or system regulated by Chapter 6 containing more than 30  
pounds of Group A3, B2, or B3 refrigerant.

16 **Section 105.5.47** is hereby amended to read as follows:

17 **105.5.47 Repair garages ~~and motor fuel dispensing facilities~~.** An operational permit is  
18 required for operation of repair garages.

19 **Section 105.5.51** is hereby amended to read as follows:

20 **Section 105.5.51 Temporary membrane structures, special event structures and tents.**  
21 An operational permit is required to operate an air-supported temporary membrane  
22  
23

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structure, a temporary special event structure, or a tent having an area in excess of 400 square feet (37m<sup>2</sup>) for the purposes of assembly.

\* \* \* \*

**Section 105.5.55** is hereby deleted in its entirety.

**Section 105.5.56** is hereby deleted in its entirety

**Section 105.5.57** is hereby deleted in its entirety.

**Section 105.6.3** is hereby deleted in its entirety.

**Section 105.6.6** is hereby deleted in its entirety.

**Section 105.6.8** is hereby deleted in its entirety.

**Section 105.6.11** is hereby deleted in its entirety.

**Section 105.6.12** is hereby deleted in its entirety.

**Section 105.6.13** is hereby deleted in its entirety.

**Section 105.6.14** is hereby deleted in its entirety.

**Section 105.6.16** is hereby amended to read as follows:

**105.6.16 LP-gas.** A construction permit is required for installation of or modification to an LP-gas system with a single container in excess of 2000 gallons water capacity or the aggregate capacity of containers is more than 4000 gallons in water capacity. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

**Section 105.6.17** is hereby deleted in its entirety.

**Section 105.6.18** is hereby deleted in its entirety.

**Section 105.6.19** is hereby deleted in its entirety.

**Section 105.6.20** is hereby deleted in its entirety.

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Section 105.6.21 is hereby deleted in its entirety.

Section 105.6.22 is hereby deleted in its entirety.

Section 105.6.24 is hereby deleted in its entirety.

Section 105.6.25 is hereby deleted in its entirety.

Section 106.4 is hereby amended as follows:

**106.4 Retention of construction documents.** One set of construction documents shall be retained by the fire code official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. ~~One set of approved construction documents shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.~~

Section 113.4 is hereby amended to read as follows:

**113.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an [SPECIFY OFFENSE] infraction, ~~punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment.~~ Each day that a violation continues after due notice has been served shall be deemed a separate offense. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 203.4.2 is hereby amended to read as follows:

**203.4.2 Group E, day care facilities.** This group includes buildings and structures or portions thereof occupied by more than ~~five~~ twelve children older than 2 ½ years of age who receive educational, supervision or personal care services for fewer than 24 hours per day.

Section 203.4.2.2 is hereby amended to read as follows:

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**203.4.2.2 Five Twelve or fewer children.** A facility having ~~five~~ twelve or fewer children receiving such day care shall be classified as part of the primary occupancy.

**Section 203.4.2.3** is hereby amended to read as follows:

**203.4.2.3 Five Twelve or fewer children in a dwelling unit.** A facility such as the above within a dwelling unit and having ~~five~~ twelve or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

**Section 203.7.4** is hereby amended to read as follows:

**203.7.4 Institutional Group I-4, day care facilities.** Institutional Group I-4 shall include buildings and structures occupied by more than ~~five~~ twelve persons of any age who receive custodial care for fewer than 24 hours per day by persons other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

Adult day care  
Child day care

**Section 203.7.4.1** is hereby amended to read as follows:

**203.7.4.1 Classification as Group E.** Every child day care facility that provides care for more than ~~five~~ twelve but not more than 100 children 2 ½ years or less of age, where the rooms in which the children are cared for are located on a level of exit discharge serving such rooms and each of these child care rooms have an exit door directly to the exterior, shall be classified as Group E.

**Section 203.7.4.3** is hereby amended to read as follows:

**203.7.4.3 Five Twelve or fewer persons receiving care.** A facility having ~~five~~ twelve or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

**Section 203.7.4.4** is hereby amended to read as follows:

**Section 203.7.4.4 Five Twelve or fewer persons receiving care in a dwelling unit.** A facility such as the above within a dwelling unit having ~~five~~ twelve or fewer persons

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receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 304.1.1 is hereby amended to read as follows:

**304.1.1 Valet trash.** Valet trash collection shall not be permitted ~~only where approved.~~  
Trash and recycling materials shall not be placed in the corridor of Group R occupancies.  
~~The owner and valet trash collection service provider shall comply with the rules and~~  
~~limitations established by the jurisdiction.~~

Section 307.1.1 is hereby amended to read as follows:

**307.1.1 Prohibited open burning.** Open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. All open burning, including recreational fires, are banned when the fire index is at the high, very high or extreme level, and any time during a red flag warning.

\* \* \* \*

Section 308.3 is hereby amended by adding the following subsection 1.4 to exception 1:

**Exceptions:**

1. Open-flame devices are allowed to be used in the following situations, provided approved precautions are taken to prevent ignition of a combustible material or injury to occupants:

\* \* \* \*

1.4. Open-flame devices for food warming.

Section 503.4 is hereby amended to read as follows:

**503.4 Obstruction of fire apparatus access roads.** Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times. Enforcement of such prohibited parking may be accomplished in the same manner as regulations contained in Article 8-10 and in Section 9-0705 of the Fargo Municipal Code.

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Section 507.5.4 is hereby amended to read as follows:

**507.5.4 Obstruction.** Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. An approved hydrant marker shall be installed immediately adjacent to the rear of the hydrant.

Section 806.1.1 is hereby amended by adding the following exception:

**Exceptions:**

\* \* \* \*

3. For purposes of this provision, churches shall not be deemed public buildings and may utilize natural or resin bearing cut trees in the altar area of the church. No electric lighting is allowed on the tree.

Section 903.3.1 is hereby amended to read as follows:

**903.3.1 Standards.** Automatic sprinkler systems shall be designed with a 5 psi safety margin and installed in accordance with Sections 903.3.1.1, unless otherwise permitted by Sections 903.3.1.2 or 903.3.1.3 and other chapters of this code, as applicable.

Section 903.3.1.1.1 is hereby amended to read as follows:

**903.3.1.1 Exempt locations.** Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from a room merely because it is damp, of fire-resistant-rated construction or contains electrical equipment.

\* \* \* \*

6. Elevator machine room and machinery spaces. Where sprinklers are not installed in elevator machine rooms, shunt trip required in accordance with IBC 3005.5 shall not be installed.

Section 903.3.5 Water Supplies is hereby amended to read as follows:

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**903.3.5 Water supplies.** Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the International Plumbing Code. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as approved by the fire code official. Underground water supply piping shall be constructed of a material allowed by Chapters 16 and 22 of the Fargo Municipal Code and shall be allowed to extend into the building through the slab or wall not more than 24 inches.

**Section 907.8.3** is hereby deleted in its entirety.

**Section 1009.8.1** is hereby amended to read as follows:

**1009.8.1 System requirements.** Two-way communication systems shall provide communication between each required location and the fire command center or a central control point location approved by the fire department. Where the central control point is not constantly attended, a two-way communication system shall have a timed automatic telephone dial-out capability that provides two-way communication with an approved supervising station ~~or emergency services~~. The two-way communication system shall include both audible and visible signals. Systems shall be listed in accordance with UL 2525 and installed in accordance with NFPA 72.

**Section 1011.1** Exceptions are hereby amended to read as follows:

**Exceptions:**

1. Within rooms or spaces used for assembly purposes, stepped aisles shall comply with Section 1030.
2. A stairway complying with section 1011 except where in a B, F, M, S or U that serves an area of 750 sf or less, and is not open to the public, that has a maximum riser height of 8 inches and a minimum tread depth of 9 inches, has a minimum width of 36 inches and has at least one handrail that terminates at the top and bottom riser and otherwise complies with section 1014.

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Section 1011.5.2 exceptions are hereby amended to read as follows:

**Exceptions:**

\* \* \* \*

3. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies not required by Chapter 11 to be Accessible or Type A dwelling or sleeping units; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be ~~7 ¾ inches (197 mm)~~ 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches; and the minimum winder tread depth shall be 6 inches (152 mm). A nosing projection not less than ¾ inch (19.1 mm) but not more than 1 ¼ inches (32 mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279 mm).

\* \* \* \*

6. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public are permitted to have a maximum 8-inch riser height and minimum 9 tread depth.

Section 1103.2 is hereby deleted in its entirety.

Section 1103.5.1 is hereby deleted in its entirety.

Section 1103.5.3 is hereby deleted in its entirety.

Section 1103.5.4 is hereby deleted in its entirety.

Section 2303.1 is hereby amended by adding the following Subsection 7:

**Section 2303.1 Location of dispensing devices.**

\* \* \* \*

7. On new installations, dispensing devices used to fill portable containers with home heating fuels shall not be located on the same island where Class I liquids are dispensed.



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Section 2306.1 is hereby amended to read as follows:

**2306.1 General.** Storage of flammable and combustible liquids shall be in accordance with Chapter 57 and Sections 2306.2 through 2306.6.3. See also Fargo Municipal Code, Section 9-0604.

Section 3107.2 is hereby amended to read as follows:

**3107.2 General.** Outdoor assembly events with planned attendance exceeding 1,000 people shall be in accordance with this section and Section 403.11. Temporary structures erected for outdoor assembly events shall comply with this chapter.

Section 3303.1 is hereby amended to read as follows:

**3303.1 Program development and maintenance.** The owner or owner's authorized agent shall be responsible for the development, implementation and maintenance of an approved, written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, alteration or demolition work. When required by the fire code official, ~~The~~ plan shall be submitted and approved before a building permit is issued. Any changes to the plan shall be submitted for approval.

Section 4104.2 is hereby amended to read as follows:

**4104.2 Open-flame cooking devices.** Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or decks or within 10 feet (3048 mm) of combustible construction.

**Exceptions:**

1. One- and two-family dwellings.
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than ~~2½ pounds [nominal 1 pound (0.454 kg)]~~ 47.8 pounds [nominal 20 pounds (9 kg)] LP-gas capacity].

Section 5704.2.9.6.1 is hereby amended to read as follows:

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1       **5704.2.9.6.1 Locations where above-ground tanks are prohibited.** Storage of Class I  
2       and II liquids in above-ground tanks outside of buildings is prohibited within the limits  
3       established by law as set forth in the fire code adoption ordinance or other regulation  
4       adopted by the jurisdiction. Above-ground tanks, with a capacity exceeding 660 gallons  
5       in individual capacity or 1,320 gallons in aggregate capacity, outside of buildings shall be  
6       installed only in areas zoned industrial or limited industrial and shall be located at least 300  
7       feet from all non-industrial zoned districts.

8               **Exception:** Above-ground tanks containing a class II liquid directly connected to a  
9       fuel burning appliance shall not exceed 1,320 gallons in all non-industrial zoned  
10       districts.

11       Above-ground tanks used for dispensing outside of buildings in all non-industrial zoned  
12       districts shall not exceed 660 gallons in individual capacity or 1,320 gallons in aggregate  
13       capacity and shall be listed and labeled as protected above-ground tanks in accordance with  
14       UL 2085.

15       **Section 5704.2.13.1.4** is hereby amended to read as follows:

16               **5704.2.13.1.4. Tanks abandoned in place.** Tanks abandoned in place shall be as follows:

17               \*    \*    \*    \*

18               7. Site assessment is required to determine if there are any spills, leaks, or discharge from  
19       the tank system. Records of site assessment shall be kept on the site of tank location.

20       **Section 5705.3.7.5.1** exception is hereby amended to read as follows:

21               **Exceptions:**

22               1. Where natural ventilation can be shown to be effective for the materials used, dispensed  
23       or mixed.

2. When approved by the chief, continuous ventilation may be provided for one complete  
              air change per hour, if supplemented with mechanical ventilation designed to provide for  
              a complete air change six times per hour. The non-continuous ventilation equipment and  
              any lighting fixtures shall be operated by the same switch located outside of the door.

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Section 5806.2 is hereby amended to read as follows:

**5806.2 Limitations.** Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law as set forth in the fire code adoption ordinance or other regulation adopted by the jurisdiction. Stationary containers shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoning districts.

Section 6103.2.1.6 is hereby amended to read as follows:

**6103.2.1.6 Use with self-contained torch assemblies.** Portable LP-gas containers are allowed to be used to supply approved self-contained torch assemblies or similar appliances. Such containers shall not exceed a water capacity of ~~2 ½ pounds (1 kg)~~ 12 pounds.

Section 6104.2 is hereby amended to read as follows:

**6104.2 Maximum capacity within established limits.** For the protection of heavily populated or congested areas, storage of liquefied petroleum gas shall not exceed an aggregate capacity in any one installation of 2,000 gallons (7570 L) within the limits established by law as set forth in the fire code adoption ordinance or other regulation adopted by the jurisdiction. Unprotected tanks with a water capacity exceeding 2,000 gallons shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoning districts.

\* \* \* \*

**Appendix B “Fire-Flow Requirements for Buildings”** is hereby adopted and enacted in its entirety.

**Appendix C “Fire Hydrant Locations and Distribution”** is hereby adopted and enacted in its entirety.

**Appendix D “Fire Apparatus Access Roads”** is hereby adopted and enacted in its entirety.

**Section D103.1 of Appendix D** is hereby deleted in its entirety.

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Section 3. Penalty.

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

Section 4. Effective Date.

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

(SEAL)

\_\_\_\_\_  
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

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

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 30.1-01 OF  
CHAPTER 30.1 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL FUEL GAS CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 30.1

INTERNATIONAL FUEL GAS CODE

Article  
30.1-01

International Fuel Gas Code—Adoption—Amendments, §§ 30.1-0101 to  
30.1-0102

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FARGO, NORTH DAKOTA

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ARTICLE 30.1-01

INTERNATIONAL FUEL GAS CODE – ADOPTION

Section

30.1-0101 Adoption of International Fuel Gas Code by Reference

30.1-0102 Amendment to International Fuel Gas Code

30.1-0101. Adoption of International Fuel Gas Code by Reference.—There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the City of Fargo, that certain code known as the International Fuel Gas Code sponsored by the International Code Council, being particularly the 2024 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

30.1-0102. Amendment to International Fuel Gas Code.—The International Fuel Gas Code as adopted in Section 30.1-0101 is hereby changed and amended as follows:

**Section 101.1** is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the Fuel Gas Code of ~~[NAME OF JURISDICTION]~~ the City of Fargo, hereinafter referred to as “this code.”

**Section 104.8** is hereby amended to read as follows:

**104.8 Liability.** The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from personal liability for any damage accruing to persons or property as a result of an act or by reason of any act or omission in the discharge of official duties. This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damage to persons or property caused by defects nor shall the code enforcement agency or the city be held as

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assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

1  
2 **Section 108.2** is hereby amended to read as follows:

3       **108.2 Schedule of permit fees.** Where work requires a permit, a fee for each permit shall  
4 be paid as required, in accordance with the schedule as established by the ~~applicable~~  
~~governing authority~~ City of Fargo Board of City Commissioners.

5 **Section 201.3** is hereby amended to read as follows:

6       **201.3 Terms defined in other codes.** Where terms are not defined in this code and are  
7 defined in the International Building Code, International Fire Code, International  
8 Mechanical code or ~~International~~ North Dakota State Plumbing Code, such terms shall  
have meanings ascribed to them as in those codes.

9 **Section 304.6.1** is hereby amended to read as follows:

10       **304.6.1 Two-permanent-openings method.** \*   \*   \*   \*

11       Where directly communicating with the outdoors, or where communicating with the  
12 outdoors through vertical ducts, each opening shall have a minimum free area of 1 square  
13 inch per 4,000 Btu/h (550 mm<sup>2</sup> /kW) of total input rating of all appliances in the enclosure  
[see Figures 304.6.1(1) and 304.6.1(2)].

14       \*   \*   \*   \*

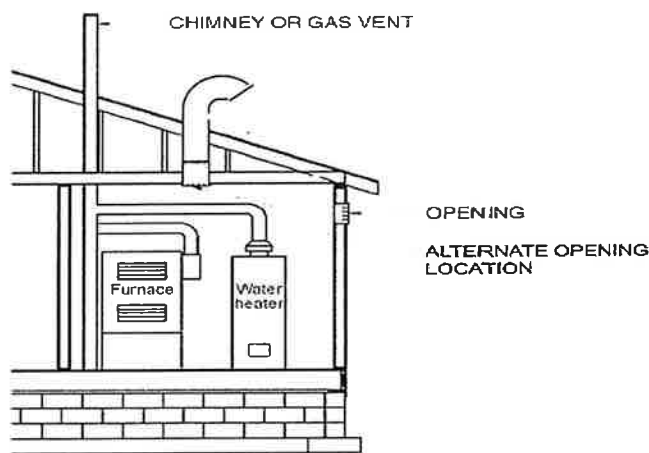
15 **Figure 304.6.1(1)** is hereby deleted in its entirety.

16 **Figure 304.6.1(2)** is hereby deleted in its entirety.

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Figure 304.6.2 is hereby amended as shown below:



Section 304.6.2 is hereby amended to read as follows:

**304.6.2 One-permanent-opening method.** One permanent opening, commencing within 12 inches (305 mm) of the top of the enclosure, shall be provided. The appliance shall have clearances of not less than 1 inch (25 mm) from the sides and back and 6 inches (152 mm) from the front of the appliance. The opening shall directly communicate with the outdoors, or through a vertical or horizontal duct, to the outdoors ~~or spaces that freely communicate with the outdoors (see Figure 304.6.2)~~ and shall have a minimum free area of 1 square inch per 3,000 Btu/h (734 mm<sup>2</sup> /kW) of the total input rating of all appliances located in the enclosure and not less than the sum of the areas of all vent connectors in the space.

Section 304.11 is hereby amended to read as follows:

**304.11 Combustion air ducts.** Combustion air ducts shall comply with all of the following:

\* \* \* \*

5. Ducts shall not be screened where terminating terminate in an attic space.



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\* \* \* \*

Section 406.4 is hereby amended to read as follows:

**406.4 Test pressure measurement.** Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~ Dial gauges used to measure test pressures shall be performed with gauges of 2-psi incrimination or less and have a range not exceeding 100 psi unless otherwise approved.

Section 406.4.1 is hereby amended to read as follows:

**406.4.1 Test pressure.** The test pressure to be used shall be not less than 1 ½ times the proposed maximum working pressure, but not less than ~~3 psig (20 kPa gauge), 25 psig~~ irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

Section 408.2 is hereby amended to read as follows:

**408.2 Drips.** Where wet gas exists, a drip shall be provided at any point in the line of pipe where condensate could collect. ~~A drip shall be provided at the outlet of the meter and shall be installed so as to constitute a trap wherein an accumulation of condensate will shut off the flow of gas before the condensate will run back into the meter.~~

Section 411.2 is hereby amended to read as follows:

**411.2 Manufactured home connections.** Manufactured homes shall be connected to the distribution piping system by ~~one of the following materials:~~

- ~~1. Metallic pipe in accordance with Section 403.3.~~
- ~~2. Metallic tubing in accordance with Section 403.4.~~
- ~~3. Listed and labeled connectors in compliance with ANSI Z21.75/CSA 6.27 and installed in accordance with the manufacturer's instructions.~~

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Section 501.12 is hereby amended to read as follows:

**501.12 Residential and low-heat appliances flue lining systems.** Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

1. Clay flue lining complying with the requirements of ASTM C315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance with the International Building Code.
2. Listed chimney-lining systems complying with UL 1777.
3. Other approved materials that will resist, without cracking, softening or corrosion, flue gases and condensate at temperatures up to 1,800°F (982°C).

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

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

(S E A L)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 30-0106 OF ARTICLE 30-01  
OF CHAPTER 30 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL MECHANICAL CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is hereby re-enacted to read as follows:

30-0106. Standards adopted.--The following standards are hereby adopted for all heating, air conditioning and other gas, oil, or coal consuming appliances:

- A. All heating, air conditioning, or other gas, oil, or coal consuming appliances for either domestic or commercial use installed in the city of Fargo shall bear a seal of approval from the American Gas Association, American Standards Association, Underwriters Laboratories, or other nationally recognized testing laboratory.

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- 1 B. The International Mechanical Code, sponsored by the International Code  
2 Council, 2024 Edition, is hereby adopted as the mechanical code for the city of  
3 Fargo from the date on which this ordinance shall take effect, the provisions  
4 thereof shall be controlling within the limits of the city, and within the extra-  
5 territorial zoning jurisdiction of the city, with the following amendments:

6 **Section 101.1** is hereby amended to read as follows:

7 **101.1 Title.** These regulations shall be known as the Mechanical Code of ~~[NAME~~  
8 ~~OF JURISDICTION]~~, the City of Fargo, hereinafter referred to as “this code.”

9 **Section 103.1** is hereby amended to read as follows:

10 **103.1 Creation of agency.** The ~~[NAME OF DEPARTMENT]~~ City of Fargo  
11 Inspections Department is hereby created and the official in charge thereof shall be  
12 known as the code official. The function of the agency shall be the implementation,  
13 administration and enforcement of the provisions of this code.

14 **Section 104.8** is hereby amended to read as follows:

15 **104.8 Liability.** The code official, member of the board of appeals or employee  
16 charged with the enforcement of this code, while acting for the jurisdiction in good  
17 faith and without malice in the discharge of the duties required by this code or other  
18 pertinent law or ordinance, shall not thereby be rendered personally liable, either  
19 civilly or criminally, and is hereby relieved from personal liability for any damage  
20 accruing to persons or property as a result of an act or by reason of any an act or  
21 omission in the discharge of official duties. This code shall not be construed to  
22 relieve from or lessen the responsibility of any person owning, operating, or  
23 controlling any building or structure for any damages to persons or property caused  
by defects, nor shall the code enforcement agency or the city be held as assuming  
any such liability by reason of the inspection authorized by this code or any permits  
or certificates issued under this code.

**Section 108.2** is hereby amended to read as follows:

**108.2 Schedule of permit fees.** Where work requires a permit, a fee for each permit  
and mechanical work shall be paid as required, in accordance with the schedule as  
established by the ~~applicable governing authority~~ City of Fargo Board of City  
Commissioners.

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FARGO, NORTH DAKOTA

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

**Section 201.3** is hereby amended to read as follows:

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Fuel Gas Code or ~~International~~ North Dakota State Plumbing Code, such terms shall have meanings ascribed to them as in those codes.

**Section 307.2.2** is hereby amended to read as follows:

**307.2.2 Drain pipe materials and sizes.** Components of the condensate disposal system shall be ABS, cast iron, copper and copper alloy, CPVC, cross-linked polyethylene, galvanized steel, PE-RT, polyethylene, polypropylene, PVC or PVDF pipe or tubing. Components shall be selected for the pressure and temperature rating of the installation. Joints and connections shall be made in accordance with the applicable provisions of ~~Chapter 7 of the International~~ North Dakota State Plumbing Code relative to the material type. Condensate waste and drain line size shall be not less than 3 /4-inch pipe size and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes from more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with Table 307.2.2.

**Section 701.3** is hereby added to read as follows:

**701.3 Attic space.** Attic space shall not be used for combustion air.

**Section 908.5** is hereby amended to read as follows:

**908.5 Water supply.** Cooling towers, evaporative coolers and fluid coolers shall be provided with an approved water supply, sized for peak demand. The quality of water shall be provided in accordance with the equipment manufacturer's recommendations. The piping system and protection of the potable water supply system shall be installed as required by the ~~International~~ North Dakota State Plumbing Code.

**Section 1008.2** is hereby amended to read as follows:

**1008.2 Discharge.** Blowoff valves shall discharge to a safe place of disposal. Where discharging to the drainage system, the installation shall conform to the ~~International~~ North Dakota State Plumbing Code.

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

Section 1208.1 is hereby amended to read as follows:

**1208.1 General.** New ~~H~~hydronic piping systems shall be isolated and tested hydrostatically at ~~one and one-half times the maximum system design pressure, but~~ not no less than 100 psi (689 kPa). The duration of each test shall be not less than 15 minutes.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 31-01  
OF CHAPTER 31 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Repeal.

Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby re-enacted to read as follows:

ARTICLE 31-01

ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section

31-0101 Adoption of International Property Maintenance Code by Reference

31-0102 Amendment to International Property Maintenance Code

31-0101. Adoption of International Property Maintenance Code by Reference.--  
There is hereby adopted by reference by the board of city commissioners, for the purpose  
of prescribing regulations governing standards, relative to housing in the city of Fargo, that  
certain code known as the International Property Maintenance Code recommended and  
compiled by the International Code Council, being particularly the 2024 Edition--thereof,  
a copy of which is on file in the office of the city auditor, and the same is hereby adopted  
and incorporated as if fully set forth herein, and from the provisions thereof shall be  
controlling within the limits of the city and within the extra-territorial zoning jurisdiction  
of the city.

31-0102. Amendment to International Property Maintenance Code.--The  
International Property Maintenance Code as adopted in §31-0101 is hereby changed and  
amended as follows:

**Section [A] 101.1** is hereby amended to read as follows:

**[A] 101.1 Title.** These regulations shall be known as the Property Maintenance Code of  
~~[NAME OF JURISDICTION]~~ the city of Fargo, hereinafter referred to as "this code."

**Section [A] 102.3** is hereby amended to read as follows:

**[A] 102.3 Application to other codes.** Repairs, additions or alterations to a structure, or  
changes of occupancy, shall be done in accordance with the procedures and provisions of  
~~the International Building Code, International Existing Building Code, International~~  
~~Energy Conservation Code, International Fire Code, International Fuel Gas Code,~~  
~~International Mechanical Code, International Residential Code, International Plumbing~~  
~~Code and NFPA 70 all applicable ordinances adopted by the city of Fargo. Nothing in this~~  
~~code shall be construed to cancel, modify or set aside any provision of the International~~  
~~Zoning Code.~~

**Section [A] 103.1** is hereby amended to read as follows:

**[A] 103.1 Creation of agency.** The ~~[INSERT NAME OF DEPARTMENT]~~ city of Fargo  
Inspections Department is hereby created and the official in charge thereof shall be known



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as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code

1     **Section [A] 105.7** is hereby amended to read as follows:

2             **[A] 105.7 Liability.** The building official, member of the board of appeals or employee  
3 charged with the enforcement of this code, while acting for the jurisdiction in good faith  
4 and without malice in the discharge of the duties required by this code or other pertinent  
5 law or ordinance, shall not thereby be rendered personally liable, either civilly or  
6 criminally, and is hereby relieved from personal liability for any damage accruing to  
persons or property as a result of any act or by reason of an act or omission in the discharge  
of official duties.

7             This code shall not be construed to relieve from or lessen the responsibility of any person  
8 owning, operating, or controlling any building or structure for any damages to persons or  
9 property caused by defects, nor shall the code enforcement agency or the city be held as  
10 assuming any such liability by reason of the inspection authorized by this code or any  
11 permits or certificates issued under this code.

12     **Section 105.9** is hereby enacted to read as follows:

13             **105.9 Certificate of Occupancy for Rental.** For any property that has dwelling units or  
14 sleeping units occupied by anyone other than the owner or their family members and  
15 regardless if rent, services, or other means of payment are collected or not, a secondary  
16 Certificate of Occupancy shall be issued showing compliance with this code and any other  
17 codes and ordinances adopted by the city of Fargo. If the property title is transferred to  
18 another person or entity, the current or previous secondary Certificate of Occupancy shall  
19 be void and a new secondary Certificate of Occupancy shall be obtained.

20     **Section 105.9.1** is hereby enacted to read as follows:

21             **105.9 Certificate issued.** After the building official inspects the building or structure and  
22 does not find violations of the provisions of this code or other laws that are enforced by the  
23 department, the building official shall issue a certificate of occupancy containing the  
following:

1. The address of the structure.
2. The name and address of the owner or the owner's authorized agent.

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3. A description of that portion of the structure for which the certificate is issued.
4. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
5. The name of the building official.
6. The edition of the code under which the certificate was issued.
7. Where an automatic sprinkler system is provided and whether the sprinkler system is required.
8. Any special stipulations and conditions of the certificate of occupancy.

Section 105.9.2 is hereby enacted to read as follows:

**105.9.2 Revocation.** The building official is authorized to suspend or revoke a certificate of occupancy issued under the provisions of this code, in writing, wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of the provisions of this code or other ordinance of the jurisdiction.

Section 111.1 exceptions are hereby amended to read as follows:

**111.1 General.** \* \* \* \*

\* \* \* \*

3. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.
4. Upon completion of demolition, sufficient filling and grading shall be done to bring the area of demolition up to the same level as the existing yard. Frozen fill is not allowed.

Section 201.3 is hereby amended to read as follows:

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, ~~International Plumbing Code,~~ International Residential Code, ~~International Zoning Code~~

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or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes. Throughout this code, wherever reference is made to the International Plumbing Code, it shall be taken to mean the North Dakota State Plumbing Code and ND Admin. Code Section 62-03.1-01. Throughout this code, wherever reference is made to the NFPA 70, it shall be taken to mean the National Electric Code and Chapter 43-09 of the North Dakota State Wiring Standards.

Section 202 is hereby amended to add the following definitions:

**MOTORIZED VEHICLE.** An object used for transporting people or goods on land under its own power such as a car, truck, or similar.

**NON-MOTORIZED VEHICLE.** An object used for transporting people or goods on land using an external source of power such as a trailer or similar.

Section 302.4 is hereby amended to read as follows:

**302.4 Weeds.** Premises and exterior property shall be maintained free from weeds or plant growth in excess of [JURISIDCTION TO INSERT HEIGHT IN INCHES] as provided by Article 11-08 of the Fargo Municipal Code. \* \* \* \*

Section 303.2.1 is hereby enacted to read as follows:

**303.2.1 Fence or barrier height and clearances.** Barrier heights and clearances shall be in accordance with all the following:

1. The top of the barrier shall be not less than 48 inches above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 4 feet measured horizontally from the outside of the pool or spa to the inside of the required barrier.
2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches (51 mm) for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.
3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches (102 mm)

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4. where measured on the side of the required barrier that faces away from the pool or spa.

5. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches (102 mm).

Section 303.2.2 is hereby enacted to read as follows:

**303.2.2 Openings.** Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

Section 303.2.3 is hereby enacted to read as follows:

**303.2.3 Solid barrier surfaces.** Solid barriers that do not have openings shall not contain indentations or protrusions that form handholds and footholds, except for normal construction tolerances and tooled masonry joints.

Section 303.2.4 is hereby enacted to read as follows:

**303.2.4 Mesh fence as a barrier.** Mesh fences, other than chain link fences in accordance with Section 303.2.7, shall be installed in accordance with the manufacturer's instructions and shall comply with the following:

1. The bottom of the mesh fence shall be not more than 1 inch (25 mm) above the deck or installed surface or grade.
2. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not permit the fence to be lifted more than 4 inches (102 mm) from grade or decking.
3. The fence shall be designed and constructed so that it does not allow passage of a 4-inch (102 mm) sphere under any mesh panel. The maximum vertical clearance from the bottom of the mesh fence and the solid surface shall not be more than 4 inches (102 mm) from grade or decking.

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4. An attachment device shall attach each barrier section at a height not lower than 45 inches (1143 mm) above grade. Common attachment devices include, but are not limited to, devices that provide the security equal to or greater than that of a hook-and-eye-type latch incorporating a spring-actuated retaining lever such as a safety gate hook.
5. Where a hinged gate is used with a mesh fence, the gate shall comply with Section 303.2.10.
6. Patio deck sleeves such as vertical post receptacles that are placed inside the patio surface shall be of a nonconductive material.
7. Mesh fences shall not be installed on top of on-ground residential pools.

Section 303.2.4.1 is hereby enacted to read as follows:

**303.2.4.1 Setback for mesh fences.** The inside of a mesh fence shall be not closer than 48 inches (1219 mm) to the nearest edge of the water of a pool or spa.

Section 303.2.5 is hereby enacted to read as follows:

**303.2.5 Closely spaced horizontal members.** Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 1¾ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches (44 mm) in width.

Section 303.2.6 is hereby enacted to read as follows:

**303.2.6 Widely spaced horizontal members.** Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 1¾ inches (44 mm).

Section 303.2.7 is hereby enacted to read as follows:

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1 **303.2.7 Chain link dimensions.** The maximum opening formed by a chain link fence shall  
2 be not more than 2 inches (50.8 mm). Where the fence is provided with slats fastened at  
3 the top and bottom which reduce the openings, such openings shall be not more than 2  
4 inches (50.8 mm).

5 Section 303.2.8 is hereby enacted to read as follows:

6 **303.2.8 Diagonal members.** Where the barrier is composed of diagonal members, the  
7 maximum opening formed by the diagonal members shall be not more than 1¾ inches (44  
8 mm). The angle of diagonal members shall be not greater than 45 degrees (0.79 rad) from  
9 vertical.

10 Section 303.2.9 is hereby enacted to read as follows:

11 **303.2.9 Clear zone.** Where equipment, including pool equipment such as pumps, filters  
12 and heaters, is on the same lot as a pool or spa and such equipment is located outside of the  
13 barrier protecting the pool or spa, such equipment shall be located not less than 36 inches  
14 (914 mm) from the outside of the barrier.

15 Section 303.2.10 is hereby enacted to read as follows:

16 **303.2.10 Doors and gates.** Doors and gates in barriers shall comply with the requirements  
17 of Sections 303.3.11 through 303.2.13 and shall be equipped to accommodate a locking  
18 device. Pedestrian access doors and gates shall open outward away from the pool or spa,  
19 shall be self-closing and shall have a self-latching device.

20 Section 303.2.11 is hereby enacted to read as follows:

21 **303.2.11 Utility or service doors and gates.** Doors and gates not intended for pedestrian  
22 use, such as utility or service doors and gates, shall remain locked when not in use.

23 Section 303.2.12 is hereby enacted to read as follows:

**303.2.12 Double or multiple doors and gates.** Double doors and gates or multiple doors  
and gates shall have not fewer than one leaf secured in place and the adjacent leaf shall be  
secured with a self-latching device.

Section 303.2.13 is hereby enacted to read as follows:

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**303.2.13 Latch release.** For doors and gates in barriers, the door and gate latch release mechanisms shall be in accordance with the following:

1. Where door and gate latch release mechanisms are accessed from the outside of the barrier and are not of the self-locking type, such mechanism shall be located above the finished floor or ground surface at residential pools and spas, not less 54 inches (1372 mm).
2. Where door and gate latch release mechanisms are of the self-locking type such as where the lock is operated by means of a key, an electronic opener or the entry of a combination into an integral combination lock, the lock operation control and the latch release mechanism shall be located above the finished floor or ground surface at residential pools and spas, at not greater than 54 inches (1372 mm).
3. Where the only latch release mechanism of a self-latching device for a gate is located on the pool and spa side of the barrier, the release mechanism shall be located at a point that is at least 3 inches (76 mm) below the top of the gate.

Section 303.2.14 is hereby enacted to read as follows:

**303.2.14 Barriers adjacent to latch release mechanisms.** Where a latch release mechanism is located on the inside of a barrier, openings in the door, gate and barrier within 18 inches (457 mm) of the latch shall not be greater than ½ inch (12.7 mm) in any dimension.

Section 303.2.15 is hereby enacted to read as follows:

**303.2.15 Structure wall as a barrier.** Where a wall of a dwelling or structure serves as part of the barrier and where windows having a sill height of less than 48 inches (1219 mm) above the indoor finished floor, doors and gates shall have an alarm that produces an audible warning when the window, door or their screens are opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017.

Exception: An approved means of protection, such as self-closing doors with self-latching devices, is provided. Such means of protection shall provide a degree of protection that is not less than the protection afforded by an alarm that produces an audible warning when the window, door or their screens are opened.

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Section 303.2.16 is hereby enacted to read as follows:

**303.2.16 On-ground residential pool structure as a barrier.** An on-ground residential pool wall structure or a barrier mounted on top of an on-ground residential pool wall structure shall serve as a barrier where all the following conditions are present:

1. Where only the pool wall serves as the barrier, the bottom of the wall is on grade, the top of the wall is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, the wall complies with the requirements of Section 303.2 and the pool manufacturer allows the wall to serve as a barrier.
2. Where a barrier is mounted on top of the pool wall, the top of the barrier is not less than 48 inches (1219 mm) above grade for the entire perimeter of the pool, and the wall and the barrier on top of the wall comply with the requirements of Section 303.2.
3. Ladders or steps used as means of access to the pool are capable of being secured, locked or removed to prevent access except where the ladder or steps are surrounded by a barrier that meets the requirements of Section 303.
4. Openings created by the securing, locking or removal of ladders and steps do not allow the passage of a 4-inch (102 mm) diameter sphere.
5. Barriers that are mounted on top of on-ground residential pool walls are installed in accordance with the pool manufacturer's instructions.

Section 303.2.17 is hereby enacted to read as follows:

**303.2.17 Natural barriers.** In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge not less than 18 inches (457 mm), a barrier is not required between the natural body of water shoreline and the pool or spa.

Section 303.2.18 is hereby enacted to read as follows:

**303.2.18 Natural topography.** Natural topography that prevents direct access to the pool or spa area shall include but not be limited to mountains and natural rock formations. A natural barrier approved by the governing body shall be acceptable provided that the degree



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of protection is not less than the protection afforded by the requirements of Sections 303.2 through 303.2.16.

1 **Section 304.14** is hereby amended to read as follows:

2 **304.14 Insect screens.** During the period from [DATE] April 1 to [DATE] October 31 of  
3 each year, every door, window, and other outside opening required for ventilation of  
4 habitable rooms, for food preparation areas, food service areas or any areas where products  
5 to be included or utilized in food for human consumption are processed, manufactured,  
6 packaged or stored shall be supplied with approved tightly fitting screens of minimum 16  
mesh per inch (16 mesh per 25mm), every screen door used for insect control shall have a  
self-closing device in good working condition.

7 **Section 307.1** is hereby amended to read as follows:

8 **307.1 Handrails.** Stairs having ~~more than~~ four or more risers shall have a handrail on one  
9 side of the stair.

10 **Section 309.6** is hereby enacted to read as follows:

11 **309.6 Pest elimination.** Licensed contractor required for extermination of insects and  
12 vermin in rental properties.

13 **Section 405** is hereby enacted to read as follows:

14 **Section 405 HOME DAY CARE OCCUPANCY**

15 **Section 405.1** is hereby enacted to read as follows:

16 **405.1 General.** This section shall apply to a home day care operated within a dwelling. It  
17 is to include buildings and structures occupied by persons of any age who receive custodial  
18 care for less than 24 hours by individuals other than parents or guardians or relatives by  
blood, marriage, or adoption, and in a place other than the home of the person cared for.

19 **Section 405.2** is hereby enacted to read as follows:

20 **405.2 DEFINITION**

21 **Section 405.2.1** is hereby enacted to read as follows:

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**405.2.1 General.** The following term shall, for the purposes of this appendix, have the meaning shown herein.

**EXIT ACCESS.** That portion of a means-of-egress system that leads from any occupied point in a building or structure to an exit.

Section 405.3 is hereby enacted to read as follows:

**405.3 MEANS OF EGRESS**

Section 405.3.1 is hereby enacted to read as follows:

**405.3.1 Exits required.** Two exits are required for home day care. Exits shall comply with Section R318.

Section 405.3.1.1 is hereby enacted to read as follows:

**405.3.1.1 Exit access prohibited.** An exit access from the area of day care operation shall not pass through bathrooms, bedrooms, closets, garages, fenced rear yards or similar areas.

Exception: An exit may discharge into a fenced yard if the gate or gates remain unlocked during day care hours. The gates may be locked if there is an area of refuge located within the fenced yard and more than 50 feet (15 240 mm) from the dwelling. The area of refuge shall be large enough to allow 5 square feet (0.5 m2) per occupant.

Section 405.3.1.2 is hereby enacted to read as follows:

**405.3.1.2 Basements.** If the basement of a dwelling is to be used in the day care operation, two exits are required from the basement regardless of the occupant load. One of the exits may pass through the dwelling and the other shall lead directly to the exterior of the dwelling. An emergency and escape window used as the second means of egress from a basement shall comply with Sections R319 and 405.3.1.1.

Section 405.3.1.3 is hereby enacted to read as follows:

**405.3.1.3 Yards.** Yards to be used as part of the day care operation shall be fenced.

Section 405.3.1.3.1 is hereby enacted to read as follows:

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**405.3.1.3.1 Type of fence and hardware.** The fence shall be of durable materials and not less than 4 feet (1529 mm) tall, completely enclosing the area used for the day care operation. Each opening shall be a gate or door.

Section 405.3.1.3.2 is hereby enacted to read as follows:

**405.3.1.3.2 Construction of fence.** Openings in the fence, wall or enclosure required by this section shall have intermediate rails or an ornamental pattern that do not allow a sphere 4 inches (102 mm) in diameter to pass through. In addition, the following criteria must be met:

1. The maximum vertical clearance between grade and the bottom of the fence, wall or enclosure shall be 2 inches (51 mm).
2. Solid walls or enclosures that do not have openings, such as masonry or stone walls, shall not contain indentations or protrusions, except for tooled masonry joints.
3. Maximum mesh size for chain link fences shall be 2 inches square, unless the fence has slats at the top or bottom that reduce the opening to not more than 2 inches. The wire shall be not less than 9 gage [0.148 inch (3.8mm)].

Section 405.3.2 is hereby enacted to read as follows:

**405.3.2 Width and height of an exit.** The minimum width of a required exit is 36 inches (914 mm) with a net clear width of 32 inches (813 mm). The minimum height of a required exit is 6 feet 8 inches (2032 mm).

Section 405.3.3 is hereby enacted to read as follows:

**405.3.3 Type of lock and latches for exits.** Regardless of the occupant load served, exit doors shall be openable from the inside without the use of a key or any special knowledge or effort.

Section 405.3.4 is hereby enacted to read as follows:

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405.3.4 Landings. Landings for stairways and doors shall comply with Section R318, except that landings shall be required for the exterior side of a sliding door where a home day care is being operated in a Group R-3 occupancy.

Section 405.4 is hereby enacted to read as follows:

**405.4 SMOKE DETECTION**

Section 405.4.1 is hereby enacted to read as follows:

405.4.1 General. Smoke detectors shall be installed in dwelling units used for home day care operations. Detectors shall be installed in accordance with the approved manufacturer's instructions. If the current smoke detection system in the dwelling is not in compliance with the currently adopted code for smoke detection, it shall be upgraded to meet the currently adopted code requirements and Section 405.3 before day care operations commence.

Section 405.4.2 is hereby enacted to read as follows:

405.4.2 Power source. The detector shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Required smoke detectors shall be interconnected such that if one detector is activated, all detectors are activated.

Section 405.4.3 is hereby enacted to read as follows:

405.4.3 Location. A detector shall be located in each bedroom and any room that is to be used as a sleeping room, and centrally located in the corridor, hallway or area giving access to each separate sleeping area. Where the dwelling unit has more than one story, and in dwellings with basements, a detector shall be installed on each story and in the basement. In dwelling units where a story or basement is split into two or more levels, the smoke detector shall be installed on the upper level, except that where the lower level contains a sleeping area, a detector shall be installed on each level. Where sleeping rooms are on the upper level, the detector shall be placed at the ceiling of the upper level in close proximity to the stairway. In dwelling units where the ceiling height of a room open to the hallway serving the bedrooms or sleeping areas exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and the adjacent room. Detectors shall sound an alarm audible in all sleeping areas of the dwelling unit in which they are located.

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Section 602.3 is hereby amended to read as follows:

**602.3 Heat supply.** Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from {DATE} September 15 to {DATE} June 1 to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exception: In older structures where the original design of the heating system operating at full capacity is unable to achieve the minimum temperature required, in the discretion of the building official, the system may be deemed adequate.

Section 602.4 is hereby amended to read as follows:

**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from {DATE} September 15 to {DATE} June 1 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

\* \* \* \*

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

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Section 4. Effective Date.

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

3  
4  
5 (SEAL)

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

6 Attest:

7  
8 \_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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1 AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.1-01 OF CHAPTER 21.1  
2 OF THE FARGO MUNICIPAL CODE  
3 RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Repeal.

16 Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby repealed in its  
17 entirety.

18 Section 2. Re-enactment.

19 Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby re-enacted to read  
20 as follows:

21 CHAPTER 21.1

22 INTERNATIONAL RESIDENTIAL CODE

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Article

21.1-01 International Residential Code--Adoption—Amendments, §§ 21.1-0101 to 21.1-0102

ARTICLE 21.1-01

Section

21.1-0101 Adoption of International Residential Code by Reference

21.1-0102 Amendment to International Residential Code

21.1-0101. Adoption of International Residential Code by Reference.--There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Residential Code recommended and compiled by the International Code Council, being particularly the 2024 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.1-0102. Amendment to International Residential Code.--The International Residential Code as adopted in Section 21.1-0101 is hereby changed and amended as follows:

**Section R101.1** is hereby amended to read as follows:

**R101.1 Title.** These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of ~~[NAME OF JURISDICTION]~~ the City of Fargo, and shall be cited as such and will be referred to herein as “this code.”

**Section R103.1** is hereby amended to read as follows:

**R103.1 Creation of agency.** The ~~[INSERT NAME OF DEPARTMENT]~~ Inspections Department of the city of Fargo is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**Section R104.8** is hereby amended to read as follows:



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**R104.8. Liability.** The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be personally liable, either civilly or criminally, and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section R105.2 is hereby amended to read as follows:

**R105.2 Work exempt from permit.** \* \* \* \*

**Building:**

1. Other than storm shelters, one-story detached accessory structures, provided the floor area does not exceed ~~200 (18.58m<sup>2</sup>)~~ 120 square feet.

2. Fences not over ~~7 (2134 mm)~~ 8.5 feet high.

\* \* \* \*

7. ~~Prefabricated~~ Swimming pools that are less than 24 inches (610 mm) deep.

\* \* \* \*

10. Decks not exceeding ~~200 (18.58 m<sup>2</sup>)~~ 120 square feet in area, that are not more than ~~30 (762mm)~~ 7 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R318.4.

Section R108.3 is hereby amended to read as follows:

**R108.3 Building permit valuations.** Building permit valuation shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing equipment and other permanent systems, including materials and labor. If, in

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the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

**Section R201.3** is hereby amended to read as follows:

**R201.3 Terms defined in other codes.** Where terms are not defined in this code such terms shall have the meanings ascribed in other code publications of the International Code Council. Wherever the term 'International Plumbing Code' or 'International Private Sewage Disposal Code' is used in the International Residential Code, it shall mean the North Dakota State Plumbing Code. Wherever the term 'ICC Electrical Code' is used in the International Residential Code, it shall mean the National Electrical Code together with the North Dakota State Wiring Standards. Wherever reference is made to flood plain requirements, it shall mean the Fargo Flood Plain Management Ordinance together with the Fargo Flood Proofing Code (Fargo Municipal Code Article 21-06).

**Section R202** is hereby amended to add a new definition as follows:

**LANDING.** A constructed platform at the top or bottom of a staircase or between one flight of stairs and another. A landing may not consist of soil, gravel, or sand.

**Table R301.2** is hereby amended to read as follows:

Table 301.2(1)  
Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Underlayment Required	Barrier Flood Hazards	Air Freezing Index	Mean Annual Temp	
	Speed (mph)	Topographic Effects	Special Wind Region	Windborne Debris Zone		Weathering	Frost Line Depth	Termite						
50	115	No	No	No	Zone 2	Severe	4.5'	None	-18°	Yes		1978	4000	41.5°
Manual J Design Criteria														
Elevation	Latitude	Winter Heating	Summer Cooling	Altitude Correction Factor	Indoor Temperature	Design Cooling	Temperature	Heating Temperature Difference						
869	46	-17°	85°	None	70°	75°		87°						
Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity								
13°	15 mph	7.5 mph	70	M	50%	50%								

**Section R301.2.4** is hereby deleted in its entirety.

**Section R301.2.4.1** is hereby deleted in its entirety.

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**Table R302.1(1) Exterior Walls.** The fourth column is hereby amended as follows:

0 feet  
≥ 5 3 feet  
< 2 feet  
≥ 2 feet to < 5 3 feet  
≥ 5 3 feet  
< 3 feet  
3 feet  
5 feet  
< 3 feet  
3 feet

**Section R302.5.1** is hereby amended to read as follows:

**R302.5.1 Opening protection.** Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and dwelling unit shall be equipped with solid wood doors not less than 1 3/8 inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 3/8 inches (35 mm) thick, or 20-minute fire rated doors. ~~Doors shall be self latching and equipped with a self closing or automatic closing device.~~

**Section R318.3.2** is hereby amended to read as follows:

**R318.3.2 Floor elevations at other exterior doors.** Exterior doors other than the required egress door shall be provided with landings or floors not more than 7 3/4 8 inches (196 mm) below the top of the threshold.

**Exception:** An exterior landing or floor is not required at the exterior doorway where a stairway with a total rise of less than ~~of not more than two risers~~ 30 inches (762 mm) is located on the exterior side of the door, provided that the door does not swing over the stairway.

**Section R318.7.5.1** is hereby amended to read as follows:

**R318.7.5.1 Risers.** The riser height shall be not more than 7 3/4 8 inches (196 mm).  
\* \* \* \*

**Section R318.7.5.2** is hereby amended to add the following exception:

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**Exception:** Where a landing is not provided or required by Sections R318.3, R318.3.2, or R318.7.6, the top tread of a stair serving exterior doors other than the required exit door, and in-swinging doors opening into an attached garage, shall be permitted to exceed the smallest tread by more than 3/8 inch (9.5 mm). Such a tread shall be at least 18 inches (457 mm) measured in the direction of travel.

**Section R318.7.5.2.1** is hereby amended to read as follows:

**R318.7.5.2.1 Winder treads.** Winder treads shall have a tread depth of not less than ~~10 9~~ inches (~~254 mm~~) measured between the vertical planes of the foremost projection of adjacent treads at the intersections with the walkline. \* \* \* \*

**Section R318.7.6** exceptions are hereby amended to read as follows:

**Exceptions:**

1. The top landing of an interior stairway, including those in an enclosed garage, shall be permitted to be on the other side of a door located at the top of the stairway provided that the door does not swing over the stairs.
2. At an enclosed garage, the top landing at the stair shall be permitted to be not more than 8 7-3/4 inches (197 mm) below the top of the threshold.
3. At exterior doors, a top landing is not required for an exterior stairway with a total rise of less than 30 inches of not more than two risers, provided that the door does not swing over the stairway.
4. ~~Exterior stairways to grade with three or fewer risers serving a deck, porch or patio shall have a bottom landing width of not less than 36 inches (914 mm), provided that the stairway is not the required access to grade serving the required egress door.~~

**Section R319.2.3** is hereby amended to add the following exception:

**Exception:** Below grade emergency escape and rescue windows shall have a maximum sill height of 48 inches.

**Section R319.4.2** is hereby amended to read as follows:

**R319.4.2 Ladder and steps.** Area wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with an approved, permanently affixed ladder or steps, usable with

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1 the window in the fully open position or shall be equipped with a permanently attached  
2 platform at least 30 inches by 16 inches. The maximum distance between the top of the  
3 window well and a platform shall be 42 inches and shall not impede the operation of the  
4 window. The ladder or steps shall not be obstructed by the emergency escape and rescue  
5 opening where the window or door is in the open position. Ladders and steps required by  
6 this section shall not be required to comply with Section R318.7.

7 **Section R319.4.2.1** is hereby amended to add the following exception:

8 **Exception:** Terraced window wells with a maximum of 24 inches per vertical rise and  
9 minimum of 12 inches per horizontal projection on each level shall also be allowed.

10 **Section R321.1.1** is hereby amended to read as follows:

11 **R321.1.1 Where required.** Guards shall be provided for those portions of open-sided  
12 walking surfaces, including floors, stairs, ramps and landings that are located more than 30  
13 inches (762 mm) measured vertically to the floor or grade below or to the bottom of any  
14 window well at any point within 36 inches (914 mm) horizontally to the edge of the open  
15 side. Insect screening shall not be considered as a guard.

16 **Section R327.1** is hereby amended to read as follows:

17 **R327.1 Space required.** Fixtures shall be spaced in accordance with the requirements of  
18 the North Dakota State Plumbing Code and Figure R327.1, except for the clearance in front  
19 of the water closets and bidets, which shall be at least 24 inches, and in accordance with  
20 the requirements of Section P2705.1.

21 **Section R328** is hereby deleted in its entirety.

22 **Section R401.1** is hereby amended to read as follows:

23 **R401.1 Application.** The provisions of this chapter shall control the design and  
construction of the foundation and foundation spaces for buildings. In addition to the  
provisions of this chapter, the design and construction of foundations in flood hazard areas  
and established by Table R301.2 shall meet the provisions of ~~Section R306.~~ the Fargo  
Floodproofing Code (Article 21-06) and any other applicable requirements of the city of  
Fargo. Wood foundations shall be designed and installed in accordance with AWC PWF.

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Section R401.3 exception is hereby deleted in its entirety.

Section R403.1.4.1 exceptions are hereby amended to read as follows:

**Exceptions:**

1. Protection of free-standing accessory structures ~~with an area of 600 square feet (56 m<sup>2</sup>) or less, of light-frame construction, with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
2. Protection of free-standing accessory structures with an area of 400 square feet (37 m<sup>2</sup>) or less, of other than light-frame construction, ~~with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
3. Uncovered decks need not be provided with footings that extend below the front line.

Section R404.1.3.2 is hereby amended to read as follows:

**Section R404.1.3.2 Reinforcement for foundation walls.** Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be provided in accordance with Table R404.1.3.2(1). Vertical reinforcement shall be provided in accordance with Table R404.1.3.2(2), R404.1.3.2(3), R404.1.3.2(4), R404.1.3.2(5), R404.1.3.2(6), R404.1.3.2(7), ~~or R404.1.3.2(8), or Table R404.1.2(10) and Figure R404.1.2(1) or Table R404.1.2(11) and R404.1.2 (2).~~ Vertical reinforcement for flat basement walls retaining 4 feet (1219 mm) or more of unbalanced backfill is permitted to be determined in accordance with Table R404.1.3.2(9). For basement walls supporting above-grade concrete walls, vertical reinforcement shall be the greater of that required by Tables R404.1.3.2(2) through R404.1.3.2(8) or by Section R608.6 for the above-grade wall. In buildings assigned to Seismic Design Category D0, D1 or D2, concrete foundation walls shall also comply with Section R404.1.4.2.

Table R404.1.3.2(10) is hereby enacted to read as follows:

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**Table R404.1.3.2(10) Foundation Wall Reinforcing**

**Active Pressure = 45pd**

Minimum Reinforcement for Concrete Foundation Walls		
Wall Height (h) feet	Wall Thickness (t) inches	Vertical Reinforcing
8	8	#4 @ 24" o.c. #5 (ii), 40" o.c.
	10	#4 @ 30" o.c. #5 Cii2 50" o.c.
9	8	#4 @ 18" o.c. #5 (ii), 28" o.c.
	10	#4 @ 24" o.c. #5 (ii), 36" o.c.
10	10	#4 @ 16" o.c. #5 (ii) 26" o.c.

Notes:

1. Chart is based on an active soil pressure of 45 pounds per cubic foot (pct).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength  $F_c^1 = 3,000$  pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place, or the wall is adequately braced.

**Table R404.1.3.2(11) is hereby enacted to read as follows:**

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**Table R404.1.3.2(11) Foundation Wall Reinforcing**  
**Active Pressure = 65 pcf**

Minimum Reinforcement for Concrete Foundation Walls		
Wall Height (h) Feet	Wall Thickness (t) inches	Vertical Reinforcin
8	8	#4 @ 18" o.c. #5 @ 26" o.c. #6 (ti), 40" o.c.
	10	#4 @ 24" o.c. #5 @ 36" o.c. #6 (ti), 52" o.c.
9	8	#4 @ 12" o.c. #5 @ 18" o.c. #6 (ti), 26" o.c.
	10	#4 @ 16" o.c. #5 @ 24" o.c. #6 (ti), 36" o.c.
10	10	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 24" o.c.

Notes:

1. Chart is based on an active soil pressure of 65 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength  $F_c' = 3,000$  pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

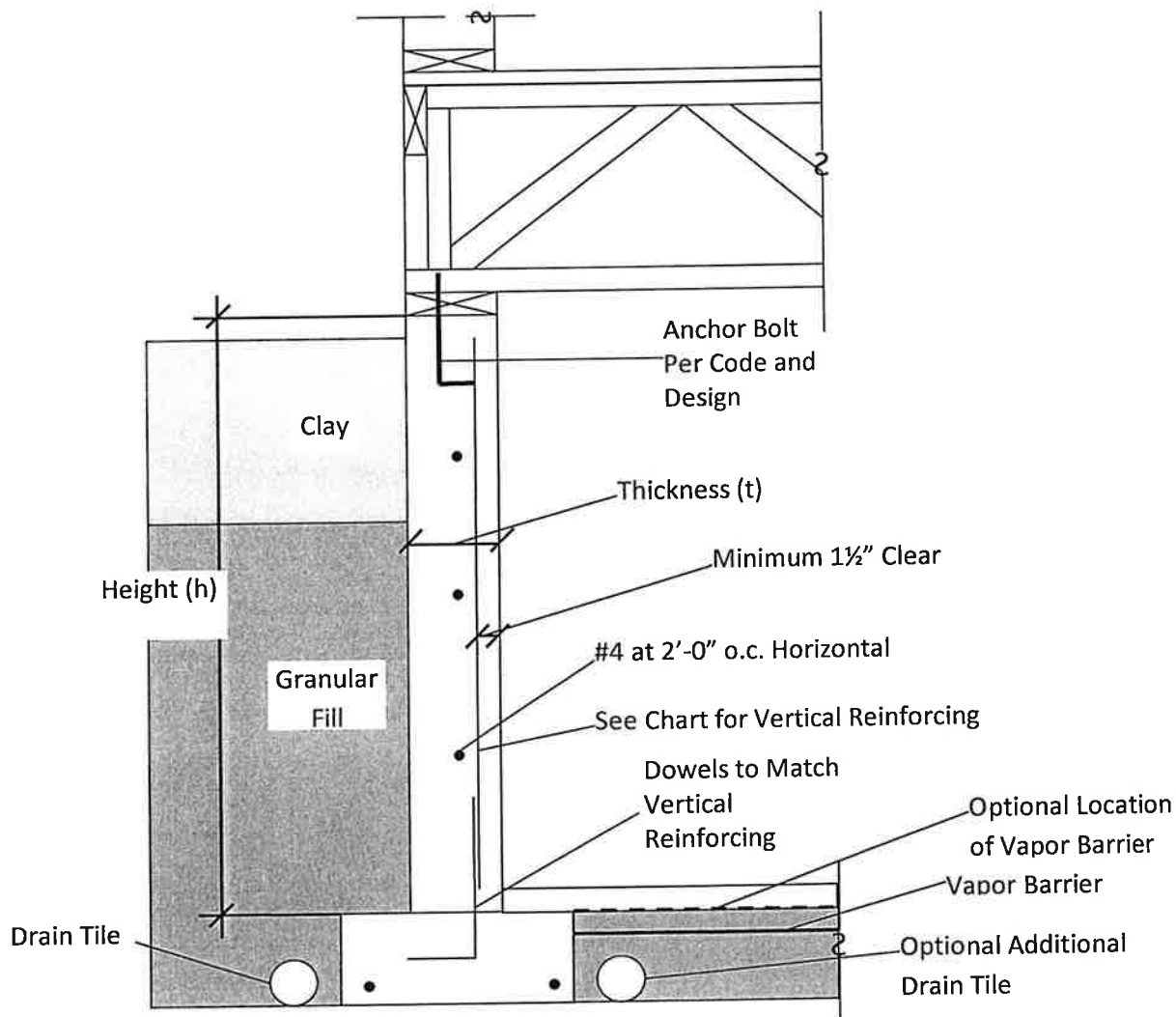


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Figures R404.1.3.2(1) and R404.1.3.2(2) are hereby enacted as shown:

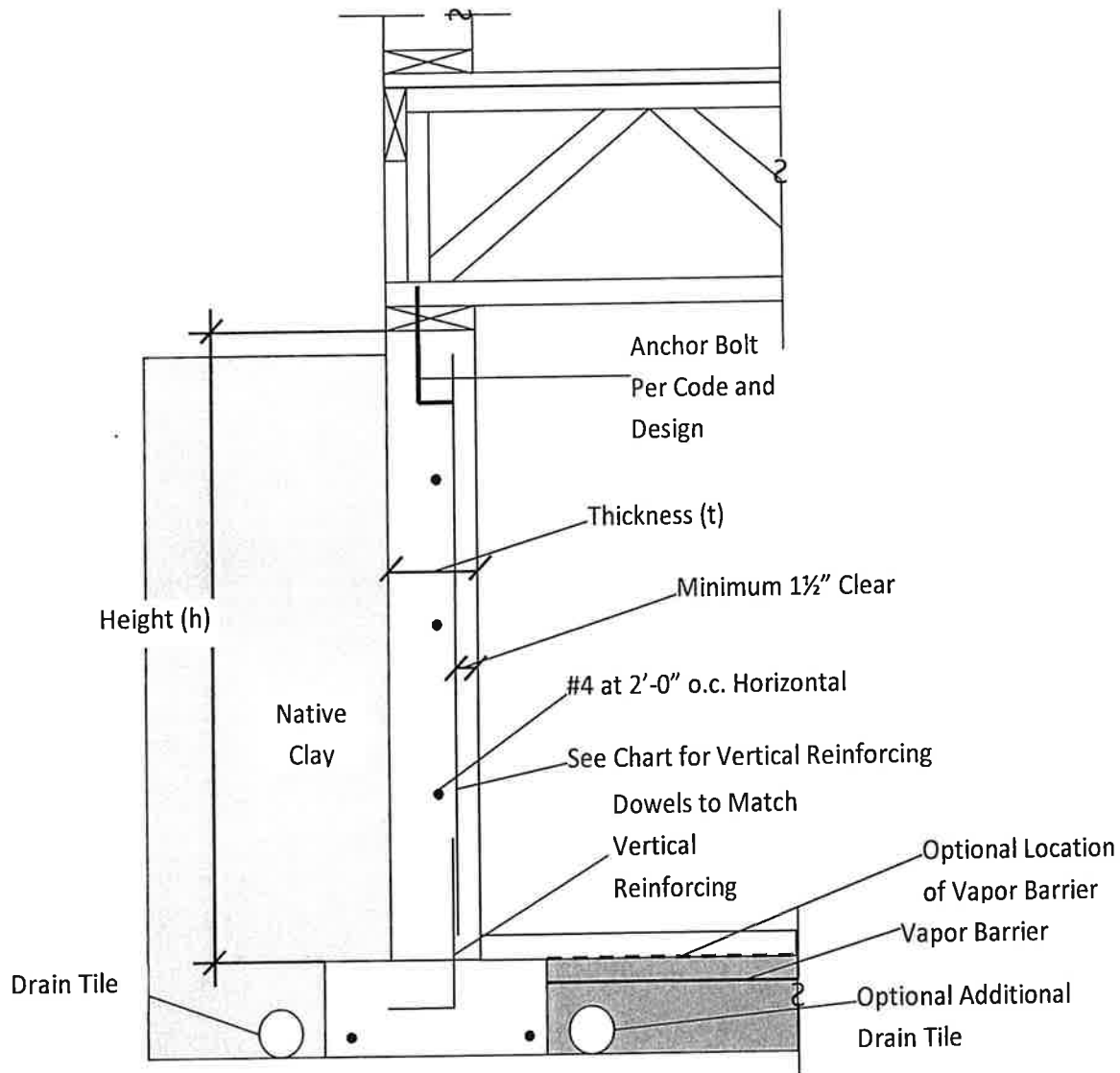
FIGURE R404.1.3.2(1)



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FIGURE R404.1.3.2(2)



Section R507.3 is hereby deleted in its entirety.

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Table R507.3.1 is hereby deleted in its entirety.

Section R602.7.2 is hereby amended to read as follows:

**R602.7.2 Rim board headers.** Rim board header size, material and span shall be in accordance with Table R602.7(1). Rim board headers shall be constructed in accordance with Figure R602.7.2 and shall be supported at each end by full-height studs. ~~The number of full-height studs at each end shall be not less than one plus the number of studs displaced by half of the header span based on the maximum stud spacing in accordance with Table R602.3(5).~~ Rim board headers supporting concentrated loads shall be designed in accordance with accepted engineering practice.

Section R602.7.5 is hereby amended to read as follows:

**R602.7.5 Supports for headers.** Headers shall be supported on each end with one or more jack studs or with approved framing anchors in accordance with Table R602.7(1) or R602.7(2). The full-height stud adjacent to each end of the header shall be end nailed to each end of the header in accordance with Table R602.3(1). ~~The minimum number of full-height studs at each end of a header shall be in accordance with Table R602.7.5.~~

Table R602.7.5 is hereby deleted in its entirety.

Table N1102.1.2 (R402.1.2) is hereby amended to read as follows:

**TABLE N1102.1.2 (R402.1.2)**  
**MAXIMUM ASSEMBLY U-FACTORS AND FENSTRATION REQUIREMENTS**

Maximum Assembly U-Factors and Fenestration Requirements			
Climate Zone	****	6	****
Vertical Fenestration U-Factor	****	0.28 <u>0.32</u>	****
****	****	****	****
Wood-Framed Wall U-Factor	****	0.045 <u>0.057</u>	****
****	****	****	****
Basement Wall U-Factor	****	0.050 <u>0.059</u>	****
Unheated Slab F-Factor	****	0.66	****

(balance of table remains unchanged)

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Table N1102.1.3 (R402.1.3) is hereby amended to read as follows:

**TABLE N1102.1.3 (R402.1.3)**  
**INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT**

Insulation Minimum <i>R</i> -Values and Fenestration Requirements by Component			
Climate Zone	* * * *	6	* * * *
Vertical Fenestration <i>U</i> -Factor	* * * *	<del>0.30</del> 0.32	* * * *
* * * *	* * * *	* * * *	* * * *
Wood-Framed Wall <i>R</i> -Value <sup>e</sup> , h	* * * *	<del>30 or 20 &amp; 5ci or 13 &amp; 10 ei or 0 &amp; 20 ei 21 or 13 &amp; 5 ci</del>	* * * *
* * * *	* * * *	* * * *	* * * *
Basement Wall <i>R</i> -Value <sup>b, c</sup>	* * * *	<del>15 ei or 19 or 13 &amp; 5 ei 15 or 10 ci</del>	* * * *
Unheated Slab <i>R</i> -Value & Depth <sup>e</sup>	* * * *	<del>10ei, 3 ft</del>	* * * *

(balance of table remains unchanged)

Table N1102.5.1.1 (R402.5.2.2) is hereby amended to read as follows:

**TABLE N1102.5.1.1 (R402.5.1.1) AIR BARRIER, AIR SEALING AND INSULATION  
INSTALLATION**

Air Barrier, Air Sealing and Insulation Installation		
Component	Air Barrier Criteria	Insulation Installation Criteria
Basement, Crawl Space and Slab Foundations	* * * *	* * * *
		<u>Exterior foundation insulation shall be covered and flashed to protect it from exposure to light and weather to a minimum of 6 inches (152 mm) below grade and be covered by a minimum 6-mil polyethylene slip sheet over the entire surface.</u>

(balance of table remains unchanged)

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**Section N1104.2** is hereby deleted in its entirety.

**Section N1104.3** is hereby deleted in its entirety.

**Section N1103.6.3 (R403.6.3)** is hereby deleted in its entirety.

**Table N1106.5 (R406.5)** is hereby amended to read as follows:

**TABLE N1106.5 (R406.5)**  
**MAXIMUM ENERGY RATING SYSTEM**

Maximum Energy Rating Index											
Climate Zone				Energy Rating Index Not Including OPP				Energy Rating Index Including OPP			
*	*	*	*	*	*	*	*	*	*	*	*
6				53 58				43 48			

(balance of table remains unchanged)

**Section M1502.4.2** is hereby amended to read as follows:

**M1502.4.2 Duct installation.** Exhaust ducts shall be supported at intervals not to exceed ~~12 4~~ feet (3658 mm) and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints ~~shall be sealed in accordance with Section M1601.4.1 and shall~~ may be mechanically fastened. Ducts shall not be joined with screws, ~~or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

**Section M1503.6** exception is hereby deleted in its entirety.

**Section M1601.4.1** exceptions are hereby amended to read as follows:

**Exceptions:**

\* \* \* \*

3. For ducts having a static pressure classification of less than 2 inches of water column (500 Pa), additional closure systems shall not be required for continuously welded joints

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and seams and locking-type joints and seams. ~~This exception shall not apply to snap lock and button lock type joints and seams that are located outside of conditioned spaces.~~

1 **Section M2005.1** is hereby amended to read as follows:

2 **M2005.1 General.** Water heaters shall be installed in accordance with the North Dakota  
3 State Plumbing Code, Chapter 28, the manufacturer's instructions and the requirements of  
4 this code. \* \* \* \*

5 **Section M2101.3** is hereby amended to read as follows:

6 **M2101.3 Protection of potable water.** The potable water system shall be protected from  
7 backflow in accordance with the provisions listed in ~~Section P2902~~ the North Dakota State  
8 Plumbing Code.

9 **Section M2101.10** is hereby amended to read as follows:

10 **M2101.10 Tests.** ~~New Hydronic~~ piping systems shall be tested hydrostatically at a  
11 pressure of ~~one and one-half times the maximum system design pressure~~, but not less than  
12 100 pounds per square inch (689 kPa). The duration of each test shall be not less than 15  
minutes. Hydronic piping to be embedded in concrete shall be pressure tested and inspected  
prior to pouring concrete.

13 **Section M2103.3** is hereby amended to read as follows:

14 **M2103.3 Piping joints.** \* \* \* \*

15 2. Copper tubing shall be joined by brazing complying with ~~Section 3003.1~~ the North  
16 Dakota State Plumbing Code.

17 **Figure G2407.6.1(1) [304.6.1(1)]** is hereby deleted in its entirety.

18 **Figure G2407.6.6(2) [304.6.1(2)]** is hereby deleted in its entirety.

19 **Section G2407.11 (304.11)** is hereby amended to read as follows:

20 **G2407.11 (304.11) Combustion air ducts.** Combustion air ducts shall comply with all of  
21 the following:  
22  
23

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\* \* \* \*

5. Ducts shall not ~~be screened where terminating~~ in an attic space.

Section G2413.6 (402.6) is hereby amended as follows:

**G2413.6 (402.6) Allowable pressure drop.** The design pressure loss in any piping system under maximum demand, from the point of delivery to the inlet connection of all appliances served, shall be such that the supply pressure at each appliance inlet is greater than or equal to the minimum pressure required by the appliance, but such pressure loss shall not be greater than .5 inch water column for gas pipe systems operating at less than 2psi.

Section G2417.4.1 (406.4.1) is hereby amended to read as follows:

**G2417.4.1 (406.4.1) Test pressure.** The test pressure to be used shall be not less than 1 ½ times the proposed maximum working pressure, but not less than 25 3 psig (20 kPa gauge). Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

Section G2425.12 (501.12) is hereby amended to read as follows:

**G2425.12 (501.12) Residential and low-heat appliances flue lining systems.** Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

1. Clay flue lining complying with the requirements of ASTM C315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance with Chapter 10.

2. Listed chimney lining systems complying with UL 1777.

3. Other approved materials that will resist, without cracking, softening or corrosion, flue gases and condensate at temperatures up to 1,800°F (982°C).

a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches thick up to 8 inches in diameter.

b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge (0.018 inches thick) to 8 inches in diameter or not less than 24 gauge (0.024 inches thick) 8 inches in diameter and larger.

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c. When a metal liner other than a listed chimney liner is used, a condensation drip tee shall be installed and supported in an approved manner.

Section G2427.5.2 (503.5.3) is hereby amended to read as follows:

**G2427.5.2 (503.5.3) Masonry chimneys.** Masonry chimneys shall be built and installed in accordance with NFPA 211 and shall be lined in accordance with G2425.12. ~~with an approved clay flue lining, a chimney lining system listed and labeled in accordance with UL 1777 or other approved material that will resist corrosion, erosion, softening or cracking from vent gases at temperatures up to 1,800°F (982°C).~~

Section G2439.7.2 (614.9.2) is hereby amended to read as follows:

**G2439.7.2 (614.9.2) Duct installation.** Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws, ~~or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section G2442.4 (618.4) is hereby amended to read as follows:

**G2442.4 (618.4) Screen.** Required outdoor air inlets shall be covered with a screen having ¼ -inch (6.4 mm) openings. Required outdoor air inlets serving a nonresidential portion of a building shall be covered with screen having openings larger than ¼ inch (6.4mm) and not larger than ½ inch.

Chapters 25 through 43 are hereby deleted in their entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.



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Section 4. Effective Date.

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

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

(SEAL)

Attest:

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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

⑦

## MEMORANDUM

---

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: STEVEN SPRAGUE, CITY AUDITOR**

**SUBJECT: 2025-2026 4th QUARTER ALCOHOL BEVERAGE LICENSE RENEWAL**

**DATE: JUNE 23, 2025**

---

On February 21, 2023 the City Commission directed the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15:Alcoholic Beverages, relating to owner/manager(s) changes and reporting requirements.

Attached is a list of alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through June 30, 2026. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

The renewal requirements include:

- Completion and submission of license renewal form.
- Background check on current owners and manager(s) performed by Fargo Police Department.

If you have any questions regarding this matter, please feel free to contact me.

**Recommended Motion:**

Approve the 4<sup>th</sup> quarter renewal of the attached Liquor licenses until June 30, 2026, upon the condition that all of the essential requirements for renewal are present by June 30, 2025.

Acapulco Mexican Restaurant, Inc  
AmericInn  
Beer and Fish Company  
Benedict's Fargo  
Bison Turf  
Blarney Stone Pub HD  
Casa Mexico Mexican Restaurant  
Casa Mexico Taqueria Express  
Chubs Pub  
Country Inn & Suites  
District 64  
Dogleg North  
Drunken Noodle  
Duffy's  
El Agave Mexican Restaurant  
Five Star Cuisine  
Guadalajara Mexican Restaurant  
Himalayan Yak  
India Palace  
Izumi Sushi and Hibachi All You Can Eat  
Izumi Sushi and Hibachi Buffet  
Kobe's Japanese Cuisine  
Kpot  
Labby's Grill & Bar  
Leela Thai Cuisine LLC  
Little Brother  
Martini Blu at the Grotto  
Michele's Table  
Milk Made  
Osaka Sushi and Hibachi  
Paradiso  
Passage to India  
Pho D'Licious  
Pixeled Brewing Co  
Pizza Ranch  
Plaza Azteca Mexican Restaurant  
Plaza Azteca Restaurantes Mexicanos  
Prairie Rose Meadery LLC  
Puerto Vallarta  
Rooter's Bar  
Royal Buffet  
Samurai Japanese Cuisine  
Sanctuary Event Center  
SOHO23  
Son's of Norway  
Spaghetti Western  
Super Buffet & Mongolian Grill

Synclaire Events Venue

Tacos Trompo

Tailgator's

Taj India

Tavern Grill

The Nail Company

Wasabi Poke Bowl

Wild Terra Cider and Brewing Company

Xcalibur Entertainment



**GAMING SITE AUTHORIZATION**  
ND OFFICE OF ATTORNEY GENERAL  
SFN 17996 (4-2023)

*Ga*

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

Full, Legal Name of Gaming Organization

**Fargo Park District Foundation**

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

Name of Location

**Suite Shots**

Street

**3400 James Way S**

City

**Fargo**

ZIP Code

**58104**

County

**Cass**

Beginning Date(s) Authorized

**7/1/25**

Ending Date(s) Authorized

**6/30/26**

Number of Twenty-One  
tables, if zero, enter "0"

**0**

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

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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



Bingo



Club Special



Sports Pools



**ELECTRONIC** Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



**ELECTRONIC** 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



**ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

**6/23/25**

PRINT Name and official position of person signing on behalf of city/county above

**Steven Sprague/City Auditor**

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



**GAMING SITE AUTHORIZATION**  
ND OFFICE OF ATTORNEY GENERAL  
SFN 17996 (4-2023)

86

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

Full, Legal Name of Gaming Organization

**Fargo Youth Hockey Association**

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

Name of Location

**Brewhalla - Drekker Brewing**

Street <b>1702 1st Ave N</b>	City <b>Fargo</b>	ZIP Code <b>ND</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>08/01/2025</b>	Ending Date(s) Authorized <b>06/30/2026</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>	

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

**4 E-tab machines in taproom 4 E-tab machines on 2nd floor near bar. One pull tab dispensing device at each location to**

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

**N/A**

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>6/23/25</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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600 E Boulevard Ave, Dept. 125  
Bismarck, ND 58505-0040  
Telephone: 701-328-2329 OR 800-326-9240



**GAMING SITE AUTHORIZATION**  
 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization

**METRO SPORTS FOUNDATION**

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

Name of Location

**TWIN PEAKS**

Street <b>1515 42ND ST S</b>	City <b>FARGO</b>	ZIP Code <b>58103</b>	County <b>CASS</b>
Beginning Date(s) Authorized <b>7/1/2025</b>	Ending Date(s) Authorized <b>6/30/2026</b>	Number of Twenty-One tables, if zero, enter "0" <b>2</b>	

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

**MACHINES AND TABLES ARE LOCATED IN THE BAR AREA, EXCEPT RESTROOMS**

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

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

**INSTRUCTIONS:**

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**GAMING SITE AUTHORIZATION**  
ND OFFICE OF ATTORNEY GENERAL  
SFN 17996 (4-2023)

*(8d)*

G-0038(\_\_\_\_\_)\_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

VFW Post 762

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

Name of Location

VFW Club

Street

202 N Broadway

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

7/1/25

Ending Date(s) Authorized

6/30/26

Number of Twenty-One  
tables, if zero, enter "0"

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

Main floor \* excludes Bathrooms

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Bingo                             | <input type="checkbox"/> Club Special                  |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     |
| <input type="checkbox"/> Raffles                                      | <input type="checkbox"/> Seal Board                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    |
| <input checked="" type="checkbox"/> Pull Tab Jar                      | <input type="checkbox"/> Prize Board                   |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |

- |  |
|--|
| <input type="checkbox"/> Sports Pools                        |
| <input type="checkbox"/> Twenty-One                          |
| <input type="checkbox"/> Poker                               |
| <input type="checkbox"/> Calcuttas                           |
| <input checked="" type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Paddlewheel Table                   |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

6/23/25

**PRINT** Name and official position of person signing on behalf of city/county above

Steven Sprague/City Auditor

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Bismarck, ND 58505-0040  
Telephone: 701-328-2329 OR 800-326-9240





**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 ☐ 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 <b>CCRF, Inc.</b>		Dates of Activity (Does not include dates for the sales of tickets)	
Organization or Group Contact Person <b>Alita Hanson</b>		E-mail <b>alita.hanson@creativecare.org</b>	Telephone Number <b>218-331-2027</b>
Business Address <b>2903 15th St. S.</b>		City <b>Moorhead</b>	State <b>MN</b>
Mailing Address (if different)		City	State
			ZIP Code <b>56560</b>

**SITE INFO**

Site Name <b>Avalon Event Center</b>		County <b>Cass</b>	
Site Physical Address <b>2525 9th Ave. S.</b>		City <b>Fargo</b>	State <b>ND</b>
			ZIP Code <b>58103</b>
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.) <b>10/9/25 - Bingo, Raffles, Twenty-One, attached list of games</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>See Attached</b>		
Total (limit \$40,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**We will use funds raised to provide programming and support to people with disabilities in our service area live full lives with as much independence as possible**

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 <b>Alita Hanson</b>	Telephone Number <b>218-331-2027</b>	E-mail Address <b>alita.hanson@creativecare.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Special Events and Volunteer Manager</b>	Date <b>6/18/25</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SFN 9338 (9-2023)

96

Ad CK

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\*
 ☐ Paddiewheels\*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddiewheels 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

FARGO GATEWAY LIONS

Dates of Activity (Does not include dates for the sales of tickets)

Tuesday, July 15

Organization or Group Contact Person

DARRELL COSTAIN

E-mail

d-a-costain@msn.com

Telephone Number

701-730-4575

Business Address

527 KINGSTON PLACE

City

West Fargo

State

ND

ZIP Code

58078

Mailing Address (if different)

SAME

City

-

State

-

ZIP Code

-

## SITE INFO

Site Name

FARGO SOUTH HIGH SCHOOL

County

Cass

Site Physical Address

1840 15th Ave So.

City

Fargo

State

ND

ZIP Code

58103

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

LIONS ALL STAR BASKETBALL. ANNUAL EVENT Tuesday, July 15 6-10pm

## PRIZE / AWARD INFO (If more than one prize, please attach a separate sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
50-50 RAFFLE	Winner gets half of what is collected	\$ 250 <sup>00</sup>
Total (limit \$40,000 per year)		\$ 250 <sup>00</sup>

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Gateway Lions will give all proceeds to local National Charities. 80% local

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

Darrell L. Costain

Signature of Organization Group's Permit Organizer

Darrell Costain

Telephone Number

701-730-4575

E-mail Address

d-a-costain@msn.com

Title

LIONS ALL STAR GAMES Director

Date

6-9-2025

90



**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)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

\*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		Dates of Activity (Does not include dates for the sales of tickets)	
First Responders Appreciation Night, Inc		9/18/2025	
Organization or Group Contact Person	E-mail	Telephone Number	
Tahnee Young	tahnee@firstrespondersnight.com	701-541-7711	
Business Address	City	State	ZIP Code
2600 Parkview Dr S	Fargo	ND	58103
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name	County		
Avalon Event Center	Cass		
Site Physical Address	City	State	ZIP Code
2525 9th Ave S	Fargo	ND	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 Ticket Drawing to be held on 9/18/2025 at the Avalon Event Center during the 6th Annual First Responders Appreciation Night			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Premium King or Queen Mattress from Beds by Design	\$3,500.00
Raffle	Sony 55" 4K Smart TV	\$899.00
Raffle	Jasper Weekend Stay Package	\$850.00
Total (limit \$40,000 per year)		\$ 3751.97

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds	
All proceeds will go towards funding the event for the venue, food and entertainment.	
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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address
Tahnee Young	701-541-7711	tahnee@firstrespondersnight.com
Signature of Organization Group's Permit Organizer	Title	Date
	CEO	6/9/2025



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

*9d*

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

*\*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 <b>Haiti Eye Mission</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10-3-2025</b>	
Organization or Group Contact Person <b>Kristin Follman</b>		E-mail <b>kristin@bergstromeye.com</b>	Telephone Number <b>701-799-3339</b>
Business Address <b>2607 University Drive S</b>		City <b>Fargo</b>	State <b>ND</b>
			ZIP Code <b>58103</b>
Mailing Address (if different)		City	State
			ZIP Code

**SITE INFO**

Site Name <b>Bergstrom Eye</b>		County <b>Cass</b>	
Site Physical Address <b>2601 University Drive S</b>		City <b>Fargo</b>	State <b>ND</b>
			ZIP Code <b>58103</b>
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.) <b>Drawing on October 3, 2025 at 10 am</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>50/50 Raffle</b>	<b>half of the money collected for tickets sold</b>	<b>not to exceed \$8,000</b>
Total (limit \$40,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>To fund annual medical mission trips</b>	
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span> (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Kristin Follman</b>	Telephone Number <b>701-799-3339</b>	E-mail Address <b>kristin@bergstromeye.com</b>
Signature of Organization Group's Permit Organizer <i>Kristin Follman</i>	Title <b>Executive Director</b>	Date <b>6/5/2025</b>



**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 <b>Steve Weidner FM Junior Tour</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>July 1, 2025 - June 30, 2026</b>	
Organization or Group Contact Person <b>Shelley Weidner</b>	E-mail <b>celerykw@gmail.com</b>	Telephone Number <b>701-235-8761</b>	
Business Address <b>509 26th Ave S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different) <b>1119 26th Ave S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>

**SITE INFO**

Site Name <b>Fargo Country Club</b>		County <b>Cass</b>	
Site Physical Address <b>509 26th Ave. S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
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.) <b>See Attached</b> <b>July 1, 2025 - June 30, 2026</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffleboards	Merchandise Gift Certificates	\$25,000
(no one prize greater than \$4000)		
	Cash Prize (no one prize greater than	\$5,000
		Total \$30,000 (limit \$40,000 per year) \$ 30,000

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Promote Junior Golf**

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 <b>Shelley Weidner</b>	Telephone Number <b>701-235-8761</b>	E-mail Address <b>celerykw@gmail.com</b>
---	---	---

**Shelley Weidner**      chairman      6/12/2025



# Page APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SFN 9338 (9-2023)

9f

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 <b>Veterans Honor Flight of ND/MN</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>July 1, 2025 - June 30, 20260</b>	
Organization or Group Contact Person <b>Jane Matejcek</b>	E-mail <b>ladyjanemm@yahoo.com</b>	Telephone Number <b>701-238-7749</b>	
Business Address <b>PO Box 294</b>	City <b>Hunter</b>	State <b>ND</b>	ZIP Code <b>58047</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Speck's Bar</b>		County <b>Cass</b>	
Site Physical Address <b>2611 Main Ave</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58102</b>
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.) <b>Meat Raffles every Monday July 1, 2025 - June 30, 2026</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Meat Bundles	\$10,088 <sup>00</sup>
Total (limit \$40,000 per year)		\$ 10,088 <sup>00</sup>

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>Veteran's Honor Flight of ND/MN</b>	
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input type="checkbox"/> 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Karen Haugen</b>	Telephone Number <b>701.367.1518</b>	E-mail Address <b>KarenHaugen58@gmail.com</b>
Signature of Organization Group's Permit Organizer <i>Karen Haugen</i>	Title <b>Volunteer</b>	Date <b>6/12/25</b>





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

99

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

ymca of the Northern Sky

Dates of Activity (Does not include dates for the sales of tickets)

8/18/25-9/16/25

Organization or Group Contact Person

Ashleigh Brown

E-mail

abrown@ymcanorthernsky.org

Telephone Number

701 364 4120

Business Address

400 1st Ave S

City

Fargo

State

ND

ZIP Code

58103

Mailing Address (if different)

City

State

ZIP Code

**SITE INFO**

Site Name

ymca of the Northern Sky

County

Cass

Site Physical Address

400 1st 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.)

Drawing each day; 1 drawing per day.

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	1 winning ticket/day; prize amounts vary by day. please see attached calendar	\$ 25 - \$ 125
Total (limit \$40,000 per year)		\$ 1,500.00 Total

**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 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

Ashleigh Brown

Telephone Number

701 364 4120

E-mail Address

abrown@ymcanorthernsky.org

Signature of Organization Group's Permit Organizer

Ashleigh Brown

Title

Annual Campaign & Development Director

Date

8/18/2025

10

June 19, 2025

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Access Agreement – Riverside Cemetery**

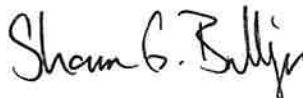
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Access Agreement with Riverside Cemetery Association. An agreement has been reached and at this time, we are requesting approval of the Access Agreement. The Agreement has been reviewed and the City Engineer's office recommends approval.

**RECOMMENDED MOTION:** I/we hereby move to approve the Access Agreement with **Riverside Cemetery Association** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Rob Hasey  
Kasey McNary



## ACCESS AGREEMENT

This Access Agreement is made by and between the **City of Fargo**, a North Dakota municipal corporation ("City"), 225 4th Street North, Fargo, ND 58102, and **Riverside Cemetery Association** ("Riverside"), a North Dakota nonprofit corporation, 2102 5th Street South, Fargo, ND 58103.

### **RECITALS**

WHEREAS, the City will be constructing upgrades to Lift Station #42 located adjacent to the entrance to the Riverside Cemetery located at 2102 5th Street South.

WHEREAS, the City's construction activities and upgrades to the lift station will occur adjacent to the entrance to Riverside Cemetery during the period of construction.

WHEREAS, in lieu of closing the entrance to Riverside Cemetery and having City install a temporary access, Riverside has requested the entrance to Riverside Cemetery remain open with certain limits and access terms as provided herein.

NOW, THEREFORE, in consideration of the parties' mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

### **AGREEMENT**

1. **Main Entrance Access.** The City, by and through its contractor, shall ensure access to the Riverside Cemetery main entrance through the construction limits during the period of construction. City's contractor shall utilize site personnel to manage traffic entering and leaving the Riverside Cemetery property and ensure ingress and egress are not impeded by the construction activities. A site plan sheet depicting the construction area and contractor laydown areas is attached hereto as Exhibit A.

2. **Fencing Removal.** City agrees to provide Riverside the city's fence panels being removed from around the Lift Station. The fencing materials removed by City shall be moved to a Riverside storage area as designated by Riverside.

3. **Planter and Landscaping Removal.** City's contractor shall remove and dispose of the existing timbers/railroad ties from the planter located to the south of the Lift Station. City's contractor shall also remove and level the topsoil as necessary for City's project. Any and all existing plants, shrubs, landscaping, and/or soil that Riverside would like to retain must be removed by Riverside. City's contractor shall contact Riverside personnel at least fourteen (14) days prior to removal of the planter to allow Riverside an opportunity to remove plants, shrubs, landscaping, and/or soil. In addition to the foregoing, Riverside will be reimbursed a total amount of \$7,000 for flower bed/landscaping restoration, which shall be the responsibility of Riverside.

4. **Contractor Designee.** The City's contractor will designate a contact person that

Riverside can call when unrestricted main entrance/gate access is needed by Riverside.

5. **Term.** The rights and privileges granted under this Agreement will begin immediately and will continue until the conclusion of the City's project or October 31, 2025, whichever is later.

6. **Condition of the Property.** The City will return Riverside's property as nearly as practicable to its original condition, taking into consideration the nature of the work being performed.

7. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree the venue for any litigation arising out of this Agreement will be in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

8. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction.

9. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

10. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors, heirs, representatives, and assigns, including successors in title.

(Signature pages to follow)

Dated this \_\_\_\_\_ day of June, 2025.

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

By:

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

Dated this 19<sup>th</sup> day of June, 2025.

Riverside Cemetery Association

Katie Paxton

By: Katie Paxton

Its: Manager

**Exhibit A**



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(11)

Type: Acceptance of Funds

Location: 1<sup>st</sup> Avenue North

Date of Hearing: 6/16/2025

Routing

City Commission

PWPEC File

Project File

Date

6/23/2025

X

Jeremy Gorden

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding acceptance of federal aid for streetscaping improvements on 1<sup>st</sup> Avenue North from 3<sup>rd</sup> Street to 10<sup>th</sup> Street.

Engineering was recently notified from NDDOT Local Government Division that we have been awarded funding through the Urban Grant Program for the 1<sup>st</sup> Avenue North streetscaping improvement project in the amount of \$1,789,845. This is in addition to the \$10,693,894 in federal STBG funds.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend acceptance of the Urban Grant Program funds from the NDDOT in the amount of \$1,789,845 for this project, slated to be bid in 2028.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and accept the Urban Grant Program funds from the NDDOT in the amount of \$1,789,845 for this project, slated to be bid in 2028.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \_\_\_\_\_

Yes	No
	N/A
	N/A
	N/A


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

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

ATTEST:

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC

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

**Date:** June 12, 2025

**Subject:** Acceptance of Federal Funds for 1<sup>st</sup> Avenue North Reconstruction  
Urban Grant Program for Year 2028

---

In December, we sent our applications over to Metro COG for the projects that we were requesting federal aid on, one of which was for streetscaping improvements on 1<sup>st</sup> Avenue N from 3<sup>rd</sup> Street to 10<sup>th</sup> Street. We were notified recently from NDDOT Local Government Division that we have been awarded funding for that project, in the amount of \$1,789,845. This is in addition to the \$10,693,894 in federal STBG funds we have going to the project.

We recently procured an engineering consulting firm for the project, WSB, and we have begun work on the NEPA document and public participation plan.

In order for this funding to be secured, the Local Government Division needs an approval from our City Commission to allocate the funds for us, thus the reason for this memo.

### Recommended Motion

To approve accepting the Urban Grant Program funds from the NDDOT in the amount of \$1,789,845 for this project, slated to be bid in 2028.

Attachment



NORTH  
**Dakota** | Transportation  
Be Legendary.

June 5, 2025

The Honorable Dr. Tim Mahoney  
Mayor of Fargo  
225 4<sup>th</sup> Street N  
Fargo, ND 58102

Dear Mayor Mahoney:

**SUBJECT: URBAN GRANT PROGRAM PROJECT SELECTION**

I am pleased to announce that your project on 1<sup>st</sup> Avenue N (3<sup>rd</sup> Street N to 10th Street N) in Fargo has been selected for funding from the fiscal year 2028 Urban Grant Program (UGP).

The North Dakota Department of Transportation (NDDOT) will be the lead review agency on the project, which consists of trees, tree grates, decorative street lighting, landscaping, colored and stamped concrete, street furniture, and bike racks as outlined in your approved application.

The project will be funded with 80.93 percent federal funds, up to a maximum amount of \$1,789,845 for eligible items. The city of Fargo will be responsible for the remaining 19.07 percent of the project match and all remaining costs to complete the project.

Congratulations on being the recipient of this grant for your project!

Please notify Stacey Hanson, NDDOT Assistant Local Government Engineer, by July 15, 2025, at 701-328-4469 or [smhanson@nd.gov](mailto:smhanson@nd.gov) whether the city of Fargo would like to accept these funds.

Sincerely,



Ronald J. Henke  
Director

38/smh

C: Tom Knakmuhs, City Engineer  
Ben Griffith, FCMOG  
Derek Pfeifer, Local Government Engineer

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Type: Developer Agreement

Date of Hearing: 6/2/2025

Location: Champions Gate Addition

RoutingCity Commission  
PWPEC File  
Project FileDate

6/23/25

X

Nathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Developer Agreement with Prairie Grove, Inc. to define the private road and utilities that will be funded, constructed, owned, and maintained by the property owners within Champions Gate Addition.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of the Developer Agreement for Champions Gate Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for Champions Gate Addition.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

Yes	No
	N/A
	N/A
	N/A

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

COMMITTEE

Tim Mahoney, Mayor  
Nicole Crutchfield, Director of Planning  
Vacant, Fire Chief  
Brenda Derrig, Assistant City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
Tom Knakmuhs, City Engineer  
Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nathan Boerboom
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
Nathan Boerboom, P.E.  
Assistant City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Nathan Boerboom, Assistant City Engineer  
**Date:** May 21, 2025  
**Re:** Developer Agreement for Champions Gate Addition

---

### Background:

The Champions Gate Addition involves the platting of eleven (11) residential lots. The proposed development includes a private road and utilities to service the lots, with two connections to 31<sup>st</sup> Street South.

To support this development, staff has prepared a Developer Agreement, which defines that the private road and utilities will be funded, constructed, owned, and maintained by the property owners within Champions Gate Addition. The City will have no financial or operational responsibility for the private road or associated utilities.

Attached with this Memorandum is the full Developer Agreement, which details all terms and conditions.

### Recommended Motion:

Approve the Developer Agreement for the Champions Gate Addition.

NAB/klb  
Attachment

### **Developer Agreement**

This Agreement, made and entered into between Prairie Grove, Inc. ("Developer"), and the City of Fargo, a municipal corporation ("City"), is for the purpose of establishing the rights and responsibilities pertaining to a private road for the property identified below and legally described on the attached Exhibit A (the "Development Property"). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title, and interest in the Development Property, known as Lots 1-11 in Block 1 of the Champions Gate at Prairie Farms Second Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer will fund design, construction, maintenance, and rehabilitation of a private road to service the Development Property. The private road will have two connections to 31<sup>st</sup> Street South. The private road shall be located within the private access easement, as depicted on the Champions Gate at Prairie Farms Second Addition plat.

The parties hereby agree that the City shall not be involved in nor responsible for any of the design, construction, maintenance, or improvements to the private road within the Development Property. The parties further agree the City shall not be responsible for nor liable for any of the costs or expenses associated with the design, construction, maintenance, or improvements to the private road within the Development Property.

3. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchaser of any portion of the Development Property of the existence and content of this Agreement.

4. The parties hereby agree that this Agreement may be recorded against the Development Property.
5. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
6. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
7. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
8. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
9. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Prairie Grove, Inc.

Dated: 6/16/25

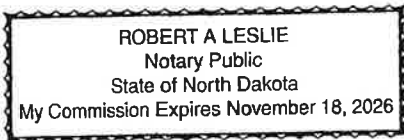


By: Ole Rommesmo Jr.

Its: President

STATE OF ND )  
 ) ss.  
COUNTY OF CASS )

On this 16<sup>th</sup> day of JUNE, 2025, before me, a notary public in and for said county and state, personally appeared OLE ROMMESMO JR. an authorized signatory of Prairie Grove, Inc. the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)



Notary Public

Cass County, ND

My Commission expires: 11/18/2026

City of Fargo, a municipal corporation

Dated: \_\_\_\_\_

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

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

(SEAL)

Exhibit A- Development Property

Lots One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, and Eleven in Block One of the Champions Gate at Prairie Farms Second Addition in the City of Fargo, Cass County, North Dakota.



13

June 13, 2025

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Storm Sewer Easement

Dear Commissioners:

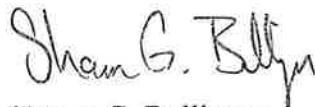
Accompanying for City Commission review and approval is an original Storm Sewer Easement Payment form and permanent storm sewer easement from **Alexander T Dostert, Morgan Dostert & Carolyn Marcks**.

RECOMMENDED MOTION:

I/we hereby move to authorize payment and approve storm sewer easement from **Alexander T Dostert, Morgan Dostert & Carolyn Marcks**.

Please return the signed original(s).

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Kevin Gorder

## Storm Sewer Easement Payment Form

Alexander T Dostert, Morgan Dostert & Carolyn Marcks

01-8449-02550-000

Owner(s)

Parcel ID

5528 58th Street S. Fargo, ND 58104

Property Address

Legal Description(s):

See attached exhibit(s).

Payment Option(s):

Below you may elect to donate the property interest, receive minimum payment amount, or reject payment and easement.

- ☐ I/we wish to donate the area as shown on the easement exhibit.
- ☒ I/we wish to receive the minimum payment amount of \$600.
- ☐ I/we wish to reject easement and payment.

*Alexander T Dostert* 5/28/25  
Owner Signature Date

*Shawn G. Bullinger* 5/29/25  
Shawn G. Bullinger Date  
Land Acquisition Specialist, City of Fargo

*Morgan Dostert* 5/28/25  
Owner Signature Date

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

*Carolyn Marcks* 5/28/25  
Owner Signature Date

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

**PERMANENT EASEMENT**  
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **ALEXANDER T. DOSTERT, MORGAN DOSTERT AND CAROLYN MARCKS**, 5528 58<sup>th</sup> Street South, Fargo, ND 58104, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tracts being described as follows:

**A tract of land in Lot 52, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:**

**The northerly 5.00 feet of said Lot 52.**

**Said tract contains 650 square feet, more or less.**

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee’s officers, contractors, agents and employees may at any and all times when necessary or convenient

to do so, go under, over, in and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

It is understood and agreed that Grantor reserves the right to place a fence in the easement area, and Grantee has no objection. Grantor understands and agrees that Grantor is responsible for ensuring the storm sewer is not damaged by the fence installation or maintenance, and Grantor agrees that if any damage occurs as a result of fence installation, Grantor is responsible for the repairs to the storm sewer.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

\_\_\_\_\_  
Alexander T. Dostert

\_\_\_\_\_  
Morgan Dostert

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared Alexander T. Dostert and Morgan Dostert, known to me to be the persons described herein, and who executed the foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

\_\_\_\_\_  
Carolyn Marcks

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared Carolyn Marcks, known to me to be the person described herein, and who executed the foregoing instrument, and acknowledged to me that she executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**GRANTEE:**

City of Fargo, North Dakota, a North Dakota  
Municipal Corporation

---

Timothy J. Mahoney, Mayor

**ATTEST:**

---

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

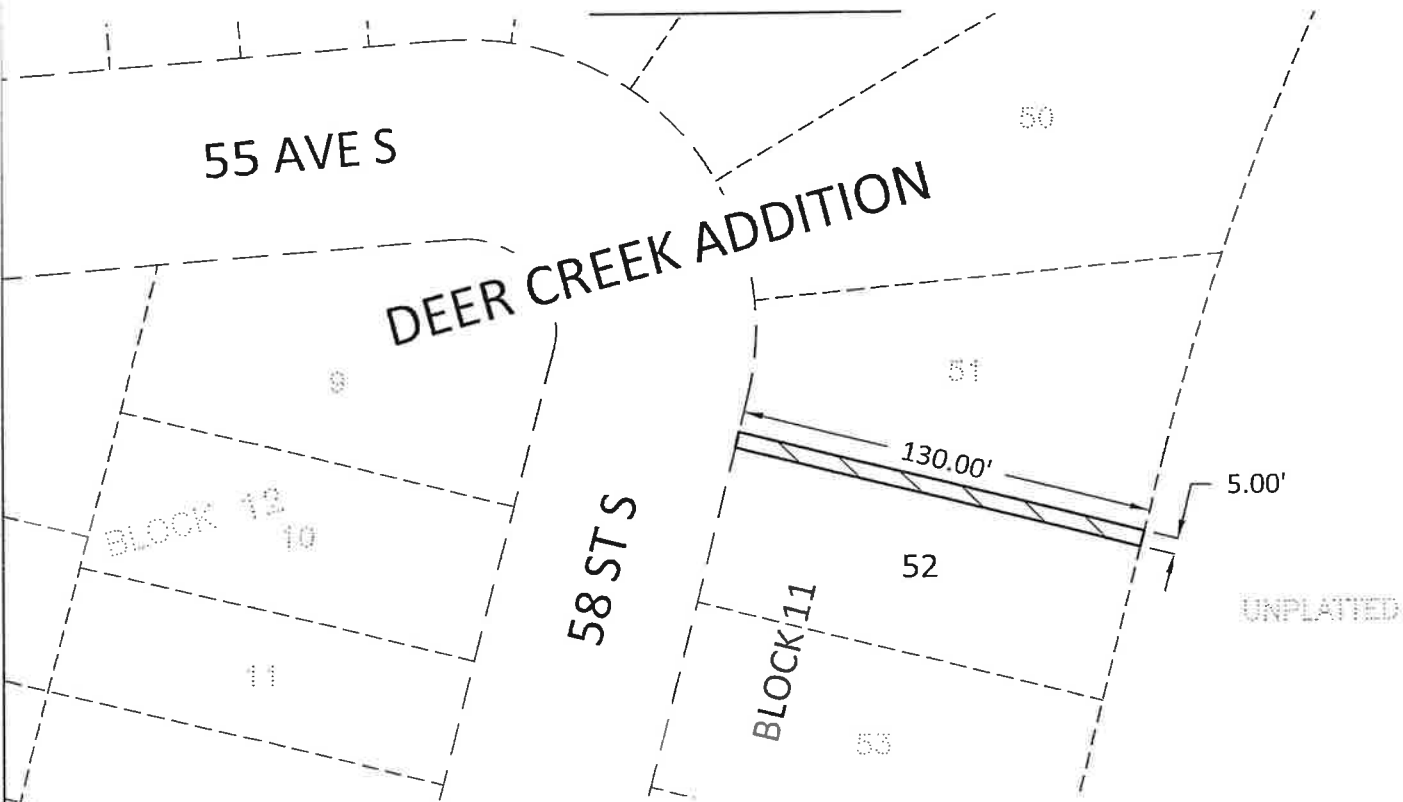
---

Notary Public  
My Commission Expires:

The legal description was prepared by:  
Brent W. Wacha (LS-5068)  
Professional Land Surveyor  
City of Fargo – Engineering  
225 4th Street North  
Fargo ND 58102  
(701) 476-6638

This document prepared by:  
Kasey D. McNary (ND# 06590)  
Assistant City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street N.  
Fargo, ND 58102  
(701) 232-8957

# EXHIBIT A






## Description:

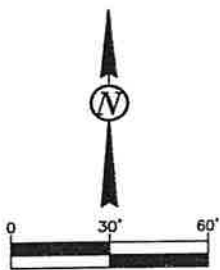
A tract of land in Lot 52, Block 11 of DEER CREEK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The northerly 5.00 feet of said Lot 52.

Said tract contains 650 square feet, more or less.

## LEGEND

-  PERMANENT EASEMENT
-  EXISTING BOUNDARY
-  EXISTING STREET R/W



BEARINGS BASED ON  
CITY OF FARGO GROUND COORDINATE SYSTEM,  
DECEMBER 1992



## PERMANENT EASEMENT

LOT 52, BLOCK 11, DEER CREEK ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW

APPROVED BY: BWW

DATE: 5/23/2025

SHEET 1 OF 1



ENGINEERING DEPT.



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Type: Ground Mural Project

Location: 2<sup>nd</sup> Avenue North & 5<sup>th</sup> Street

Date of Hearing: 6/16/2025

Routing

City Commission

PWPEC File

Project File

Date6/23/25XMatt Jennings

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding a project in collaboration with Folkways to install a ground mural at the intersection of 2<sup>nd</sup> Avenue North and 5<sup>th</sup> Street North.

Staff is recommending approval of the Ground Mural Project.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of the Ground Mural Project contingent upon executed agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Ground Mural Project with Folkways and the associated Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor  
Nicole Crutchfield, Director of Planning  
Gary Lorenz, Fire Chief  
Brenda Derrig, Assistant City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
Tom Knakmuhs, City Engineer  
Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

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



## Memorandum

**To:** Members of PWPEC  
**From:** Matthew Jennings, ROW Management  
**Date:** June 11, 2025  
**Re:** Folkways Ground Mural at 2<sup>nd</sup> Avenue North and 5<sup>th</sup> Street North Intersection

---

Joe Burgum (Project Manager) and Lesleyanne Buegel (Artist), both of Folkways, have approached the City to install a ground mural in the intersection of 2<sup>nd</sup> Avenue North and 5<sup>th</sup> Street North. Folkways received a grant for the project from AARP. The mural, a colorful, large-scale “rug” pattern, will be installed using an epoxy product. Additional project information and concept design are attached. This project aims to create a vibrant piece of art within the roadway promoting neighborhood engagement and safety.

Folkways met with staff from the Planning Department and Engineering Departments once again to discuss updated schedules, updated agreements and updated concepts. The original maintenance schedule and ownership transfer remain as originally discussed.

The updated schedule is as follows:

- June 6-16 - Artist will learn the product and manufacturers recommendations for installation
- June 17-27 - Artist will recruit volunteers for upcoming installation
- July 5 - Project site will be closed and installation of mural will begin
- July 12 - Project site will open prior to Red River market Opening day

The project implements aspects of the Downtown InFocus plan by promoting public art downtown and activating spaces, specifically on 2<sup>nd</sup> Avenue North which is an important connection between Downtown and the river. On May 21, 2025, the Arts and Culture Commission recommended approval of the project to City Commission.

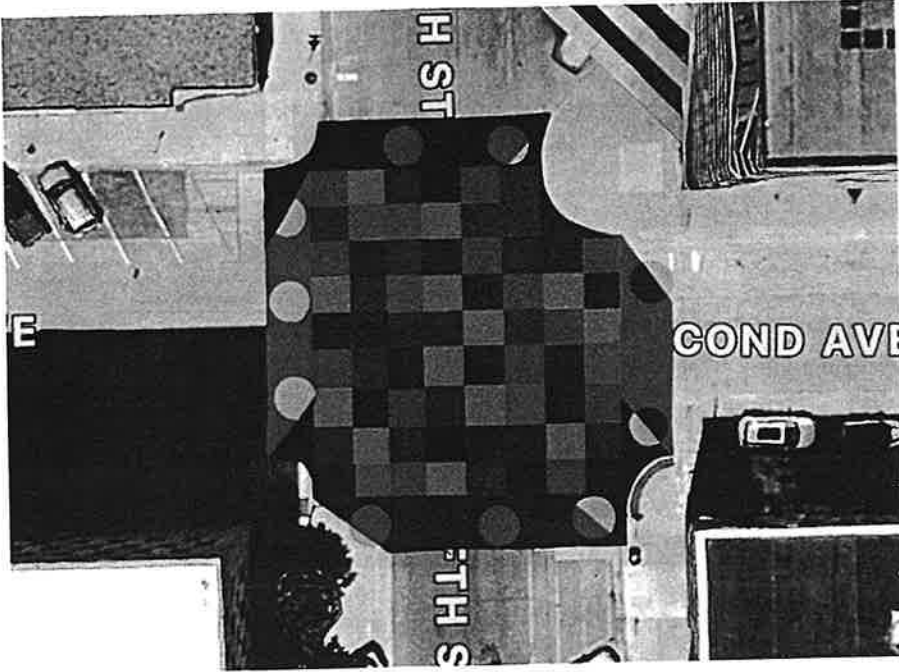
The proposed updated art concept, updated schedule and updated agreements are attached for your review and approval.

### **Recommended Motion:**

Recommend approval of the updated art concept, updated schedule and updated agreements.

# Ground Mural Project Brief

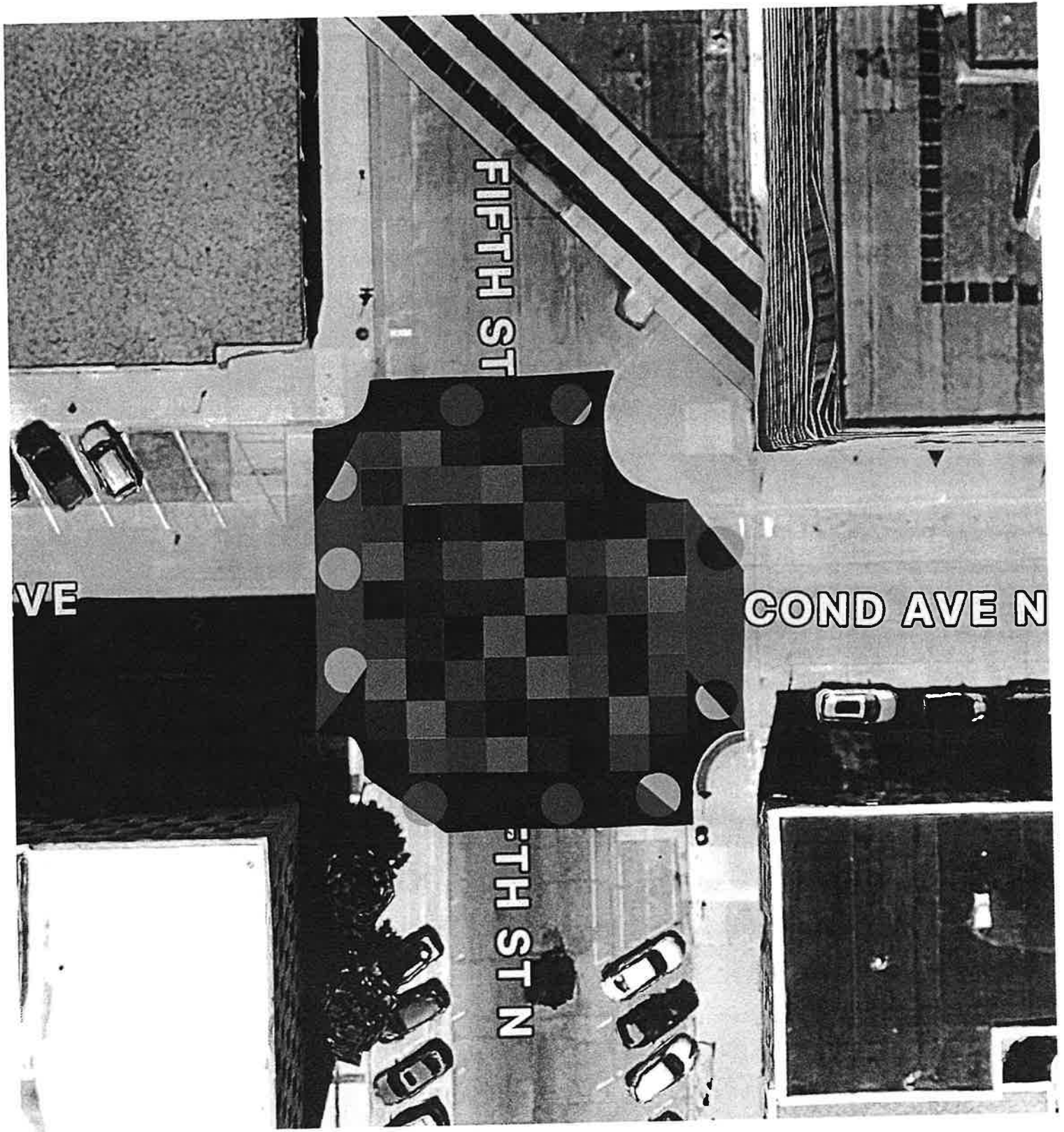
FOLKWAYS  
YOU BELONG HERE



Design is an artistic rendering of the natural landscapes of North Dakota, representing the social fabric of our community.

## Revised Timeline:

- June 6-16:** Training call with StreetBond, submit paint order, finalize team scheduling, street closure and licensing agreement with CoF, order barricades, coordinate powerwashing
- June 17-27:** Volunteer recruitment, preparation of site and materials
- June 28 - July 5:** Volunteer recruitment, barricade pickup, street closure starting 6am on the 6th
- July 6:** Close intersection, power washing
- July 7:** Chalk lines of design
- July 8-10:** Painting with volunteers
- July 11:** Final touchups and signing, official photo with volunteers and stakeholders, open street
- July 12:** Red River Market Opening Day
- July 13-16:** Rain/weather contingency alternative install dates



FOLKWAYS

LESLEY <sup>DO</sup> THAT!

## **GROUND MURAL ARTWORK PROJECT RIGHT OF WAY USE AGREEMENT**

This RIGHT OF WAY USE AGREEMENT (hereinafter "Agreement") is made and entered into between **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **FOLKWAYS COMMUNITY**, a North Dakota non-profit corporation, whose address is 210 Broadway North, Suite 202, Fargo, North Dakota, 58102, (hereinafter "Folkways").

**WHEREAS**, Folkways has requested permission from City to install a public arts project within the public right-of-way ("PROW" or "Right of Way"), which it received private funding from the American Association of Retired Persons (AARP) to install a ground mural that is intended to serve as an enhancement for public safety; and,

**WHEREAS**, the proposed public art project will consist of an epoxy paint product ("Streetbond") to be applied as an artwork ground mural in the PROW at the intersection of 2<sup>nd</sup> Avenue North and 5<sup>th</sup> Street North (hereinafter "Ground Mural Artwork Project"); and,

**WHEREAS**, Folkways has additionally agreed to enter into an Artwork License Agreement, attached hereto as "Agreement B," to establish the terms of the license Folkways hereby grants to City with respect to the Ground Mural Artwork Project; and,

**WHEREAS**, the Public Works Projects Evaluation Committee (PWPEC) and the Arts and Culture Commission have reviewed the request for installation of the Ground Mural Artwork Project and recommend approval; and,

**WHEREAS**, the parties now desire to enter into this Agreement to memorialize certain rights and responsibilities with respect to the Ground Mural Artwork Project and use of the PROW by Folkways.

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

1. Folkways shall be permitted use of the PROW at the Ground Mural Artwork Project location, under certain terms and conditions as stated herein. Folkways shall be responsible for ensuring all installed components of the Ground Mural Artwork Project meet MUTCD standards, and any way impacting the PROW complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>.

AGREEMENT "A"  
GROUND MURAL ARTWORK PROJECT  
RIGHT OF WAY USE AGREEMENT

2. This Agreement shall remain in full force and effect until 11:59 p.m. Central Standard Time on July 1, 2030 (hereinafter "Termination Date"), unless earlier terminated in accordance with the provisions herein. Folkways shall retain full ownership of the Ground Mural Artwork Project and shall be solely responsible for its maintenance, repair, and upkeep through the Termination Date. Upon expiration of the term, ownership shall automatically transfer to City without the need for further action by either party, unless otherwise agreed in writing.

Folkways may request an extension of the term of this Agreement by submitting a written request to City at least forty-five (45) days prior to the Termination Date. If no extension or amendment is agreed upon in writing, this Agreement shall automatically terminate on the Termination Date.

City reserves the right to terminate this Agreement prior to the Termination Date if it determines, in its sole discretion, that continued installation or presence of the Ground Mural Artwork Project poses an unacceptable risk to public infrastructure or public health or safety. Except in cases of immediate threat to public safety or other urgent circumstance, City shall provide a minimum of seventy-two (72) hours' notice and an opportunity to cure or respond to such unilateral removal or termination, where reasonably feasible., City shall provide Folkways with written notice to vacate and restore the PROW within forty-five (45) days. However, in the event of an emergency, as determined solely by City, City may immediately terminate Folkways' use of the PROW and direct Folkways to restore the PROW to City's exclusive use and control without advance notice. Folkways shall be responsible for fully removing the Ground Mural Artwork Project. In the event Folkways fails to do so, it shall reimburse City for all costs incurred by City in performing such removal. City shall remain responsible for the maintenance and condition of the underlying street infrastructure. Folkways understands and agrees that the display of the Ground Mural Artwork Project is subject to the sole discretion of City and any or all of the Ground Mural Artwork Project may be removed at any time at the sole and exclusive discretion of City. City does not guarantee a specific length of time for the display of the Ground Mural Artwork Project.

3. Folkways is required to obtain all permits required for working in PROW. As part of the permit review process for work in the PROW, City Engineering must approve proposed traffic control layouts prior to the installation or maintenance of any components of the Ground Mural Artwork Project. Any proposed change, modification, or alteration to the Ground Mural Artwork Project after initial approval by City Engineering must be submitted to City Engineering for review and approval no less than thirty (30) days prior to commencement of any work in the PROW.
4. Folkways agrees to comply with the Fargo Municipal Code and all policies and regulations to minimize noise impacts to the neighborhood surrounding the Ground Mural Artwork Project between the hours of 10:00 p.m. and 7:00 a.m.
5. Folkways hereby agrees to install the Ground Mural Artwork Project according to the specifications from City and shall be installed at no cost to City. City assumes no liability

AGREEMENT "A"  
GROUND MURAL ARTWORK PROJECT  
RIGHT OF WAY USE AGREEMENT

during the installation process, including any damage to City-owned property or infrastructure. In the event damage does occur to any City-owned property or there is injury to persons or property caused by the installation of the Ground Mural Artwork Project, Folkways shall be solely responsible.

6. Folkways acknowledges and agrees that it is aware of pending or planned street and infrastructure projects at or near the location of the Ground Mural Artwork Project. Folkways further understands and accepts that such projects may result in damage, disruption, or removal of portions of the mural. Folkways also acknowledges that there may be unplanned private or public utility projects that arise at or near the Ground Mural Artwork Project location and agrees to the same. Folkways assumes all risk associated with these projects – whether planned or unplanned - and agrees that City shall not be responsible for any such impacts. If any portion of the mural is damaged, destroyed, or removed due to such street or infrastructure work, Folkways shall be solely responsible, at its own expense, for any desired reapplication or repainting of the affected areas. Under no circumstances shall City be obligated to reimburse or compensate Folkways for any costs related to such reapplication or repainting. It is specifically understood and agreed that City retains the authority to operate and maintain all existing and proposed above-ground and underground municipal facilities located within the project.
7. Any change to dates of impact must first be approved by City Engineering. Impacts that are not identified in this Agreement must first be approved by City Engineering. City Engineering reserves the right to obtain City Commission approval of impacts if in the sole discretion of City Engineering the impacts are too large for City Engineering to decide without City Commission approval. Any impacts requiring City Commission approval may require an amendment to this Agreement.
8. Folkways understands and agrees that any necessary maintenance or reapplication of the mural due to snowplow operations, street use wear and tear, deterioration, weathering, vandalism or destruction in any manner is its sole responsibility until the Termination Date. To assess the condition of the mural, Folkways and City agree to meet annually in July for the first five (5) years following installation to evaluate the condition of the mural and discuss any necessary maintenance or repairs. If the parties are unable to reach a mutual agreement on necessary maintenance during any annual evaluation, City may, in its sole discretion, require Folkways to remove the Ground Mural Artwork.

If City determines that removal is required, Folkways shall complete the required work within forty-five (45) days of receiving written notice from the City. However, in the event City determines, in its sole discretion, that the deterioration, damage, or other condition poses an urgent or immediate concern, City may require a shorter time frame for Folkways to complete the removal. If Folkways fails to complete the required work within the time specified by City, City may perform the removal itself, and Folkways shall reimburse City for all associated costs.



AGREEMENT "A"  
GROUND MURAL ARTWORK PROJECT  
RIGHT OF WAY USE AGREEMENT

9. The parties agree that email shall be the preferred method of communication for notices under this Agreement. However, the sending party may use any of the methods listed at its discretion, and notices delivered by more than one method shall be effective upon the earliest deemed delivery. Notices required by this Agreement shall be given to the parties as follows:

**To Folkways:**

Folkways Community  
Attn: Joe Burgum  
210 Broadway North, Ste 202  
Fargo, ND 58102  
(701) 371-8208  
joe@folkways.org

**To City:**

City of Fargo  
Attn: Matt Jennings  
225 4<sup>th</sup> St N  
Fargo, ND 58102  
(701) 241-1545  
feng@FargoND.gov

10. Folkways agrees to hold City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents, consultants, and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the Owner's use of the PROW near the Ground Mural Artwork Project. Folkways agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Folkways shall provide a Certificate of Insurance evidencing City's insured status in advance of any construction activity within the PROW.
11. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
12. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
13. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of City to enforce each and every term of this Agreement.
14. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable. This Agreement is to be construed as if drafted by all parties.



AGREEMENT "A"  
GROUND MURAL ARTWORK PROJECT  
RIGHT OF WAY USE AGREEMENT

15. This Agreement, together with any related documents, including Agreement "B" (Artwork License Agreement), as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
16. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
17. This Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.
18. The effective date of this Agreement is the date of final signature by the undersigned entities.

*[Signature Pages to Follow]*

AGREEMENT "A"  
GROUND MURAL ARTWORK PROJECT  
RIGHT OF WAY USE AGREEMENT

Dated this 19 day of June, 2025.

**FOLKWAYS COMMUNITY,**  
a North Dakota non-profit corporation

By: 

Its: Executive Director

AGREEMENT "A"  
GROUND MURAL ARTWORK PROJECT  
RIGHT OF WAY USE AGREEMENT

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF FARGO,**  
a North Dakota municipal corporation

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

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

## **GROUND MURAL ARTWORK PROJECT ARTWORK LICENSE AGREEMENT**

This ARWORK LICENSE AGREEMENT ("Agreement") is made and entered between **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **FOLKWAYS COMMUNITY**, a North Dakota non-profit corporation, whose address is 210 Broadway North, Suite 202, Fargo, North Dakota, 58102 (hereinafter "Folkways"), and **LESLEYANNE BUEGEL**, whose address is 210 Broadway North, Suite 202, Fargo, North Dakota, 58102 (hereinafter "Artist").

**WHEREAS**, Folkways requested permission from City to install a public arts project within the public right-of-way, which it received private funding from the American Association of Retired Persons (AARP) to install an artwork ground mural that is intended to serve as an enhancement for public safety; and,

**WHEREAS**, the proposed public art project will consist of an epoxy paint product ("Streetbond") to be applied as an artwork ground mural in the public right-of-way at the intersection of 2<sup>nd</sup> Avenue North and 5<sup>th</sup> Street North (hereinafter "Ground Mural Artwork Project"); and,

**WHEREAS**, Folkways has additionally agreed to enter a Right-of-Way Use Agreement, attached hereto as "Agreement A," to establish the rights and responsibilities with respect to the Ground Mural Artwork Project and use of the public right-of-way; and,

**WHEREAS**, the Public Works Projects Evaluation Committee (PWPEC) and the Arts and Culture Commission have reviewed the request for installation of the Ground Mural Artwork Project and recommend approval; and,

**WHEREAS**, the parties now desire to enter into this Agreement to memorialize certain terms of the license Folkways and Artist hereby grants to City with respect to the Ground Mural Artwork Project.

**NOW, THEREFORE**, based upon the mutual covenants and consideration as set forth herein, it is hereby agreed:

1. Folkways and Artist warrant and represent that they are the sole legal owners of all rights, title and interest in the Ground Mural Artwork Project, including all related intellectual property interests such as trademarks and the sole and exclusive copyright in all artwork, and have the full right and authority to enter this Agreement and grant the rights granted in this Agreement.

AGREEMENT "B"  
GROUND MURAL ARTWORK PROJECT  
ARTWORK LICENSE AGREEMENT

2. The Ground Mural Artwork Project that is the subject of this Agreement is that certain work of art described more fully as follows:

Epoxy painted mural on the east side of Broadway, at the intersection of 2<sup>nd</sup> Avenue North and 5<sup>th</sup> Street North. The image will consist of various circular suns in linear fashion across four (4) crosswalks and a pattern of green and blue squares in the center of the intersection

The ground mural shall be installed to incorporate the designated pedestrian street crossing region as a pattern enhancing its visibility and designating its location.

Folkways and Artist shall ensure all MUTCD standards are followed. Additionally, reflective material shall not be allowed in any location besides typical epoxied roadway elements, including the vehicular stop bar and cross walk designation bars.

3. Folkways and Artist will retain the copyright of the Ground Mural Artwork Project; however, Folkways and Artist hereby grant to City a license to reproduce said Ground Mural Artwork Project as the same be necessary and to use the Ground Mural Artwork Project in any media forum, postings, display, or reproduction for any purpose, including, without limitation, the purposes of promotion or non-commercial purpose; including use in a documentary video or other story. This license expressly excludes (i) commercial reproduction or use in commercial advertising campaigns, and (ii) the creation of derivative works or modifications to the Ground Mural Artwork Project without the prior written approval of both Folkways and the Artist. In all uses of the Ground Mural Artwork Project under this license, the City shall give proper credit to Folkways Community, the Artist Lesleyanne Buegel, and AARP as the funder of the artwork. Folkways and Artist hereby consent to the unrestricted use of images in connection with any promotion of City, including, but not limited to, any photographs of the Ground Mural Artwork Project, including the use of their names in connection therewith. Folkways and Artist hereby grant to City a license to use the Ground Mural Artwork Project for said purposes.
4. This Agreement shall remain in full force and effect until 11:59 p.m. Central Standard Time on July 1, 2030 (hereinafter "Termination Date"), unless earlier terminated in accordance with the provisions herein. Folkways shall retain full ownership of the Ground Mural Artwork Project and shall be solely responsible for its maintenance, repair, and upkeep through the Termination Date. Upon expiration of the term, ownership shall automatically transfer to City without the need for further action by either party, unless otherwise agreed in writing.

Folkways may request an extension of the term of this Agreement by submitting a written request to City at least forty-five (45) days prior to the Termination Date. If no extension or amendment is agreed upon in writing, this Agreement shall automatically terminate on the Termination Date.

AGREEMENT "B"  
GROUND MURAL ARTWORK PROJECT  
ARTWORK LICENSE AGREEMENT

City reserves the right to terminate this Agreement prior to the Termination Date if it determines, in its sole discretion, that continued installation or presence of the Ground Mural Artwork Project poses an unacceptable risk to public infrastructure or public health or safety. Except in cases of immediate threat to public safety or other urgent circumstance, City shall provide a minimum of seventy-two (72) hours' notice and an opportunity to cure or respond to any such unilateral removal or termination, where reasonably feasible. City shall provide Folkways with written notice to vacate and restore the PROW within forty-five (45) days. However, in the event of an emergency, as determined solely by City, City may immediately terminate Folkways' use of the PROW and direct Folkways to restore the PROW to City's exclusive use and control without advance notice. Folkways shall be responsible for fully removing the Ground Mural Artwork Project. In the event Folkways fails to do so, it shall reimburse City for all costs incurred by City in performing such removal. City shall remain responsible for the maintenance and condition of the underlying street infrastructure. Folkways understands and agrees that the display of the Ground Mural Artwork Project is subject to the sole discretion of City and any or all of the Ground Mural Artwork Project may be removed at any time at the sole and exclusive discretion of City. City does not guarantee a specific length of time for the display of the Ground Mural Artwork Project.

5. Folkways and Artist shall indemnify, defend, and hold City, their respective directors, officers, agents, and employees harmless for any losses, claims, or damages incurred, including reasonable attorney's fees, which arise from any claim by a third party of an alleged infringement of copyright or any other property right arising out of the display of the Ground Mural Artwork Project.
6. The parties agree that email shall be the preferred method of communication for notices under this Agreement. However, the sending party may use any of the methods listed at its discretion, and notices delivered by more than one method shall be effective upon the earliest deemed delivery. Notices required by this Agreement shall be given to the parties as follows:

**To City:**

City of Fargo  
Attn: Matt Jennings  
Fargo City Hall  
225 Fourth Street North  
Fargo, ND 58102  
feng@FargoND.gov

**To Folkways:**

Folkways Community  
Attn: Joe Burgum  
210 Broadway North, Ste 202  
Fargo, ND 58102  
joe@folkways.org

AGREEMENT "B"  
GROUND MURAL ARTWORK PROJECT  
ARTWORK LICENSE AGREEMENT

To Artist:

Folkways Community  
Attn: Lesleyanne Buegel  
210 Broadway North, Ste 202  
Fargo, ND 58102  
lesleyanne@folkways.org

7. Any modifications or amendments of this Agreement must be in writing and signed by all parties to this Agreement.
8. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
9. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in the District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
10. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of City to enforce each and every term of this Agreement.
11. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
12. This Agreement, together with any related documents, including Agreement "A" (Right of Way Use Agreement), as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
13. This Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.
14. The effective date of this Agreement is the date of final signature by the undersigned entities.

*[Signature Pages to Follow]*

AGREEMENT "B"  
GROUND MURAL ARTWORK PROJECT  
ARTWORK LICENSE AGREEMENT

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF FARGO,**  
a North Dakota municipal corporation

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

ATTEST:

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



AGREEMENT "B"  
GROUND MURAL ARTWORK PROJECT  
ARTWORK LICENSE AGREEMENT

Dated this 19 day of June, 2025.

**FOLKWAYS COMMUNITY,**  
a North Dakota non-profit corporation

By: 

Its: Executive Director

AGREEMENT "B"  
GROUND MURAL ARTWORK PROJECT  
ARTWORK LICENSE AGREEMENT

Dated this 19 day of June, 2025.

**LESLEYANNE BUEGEL**

  
\_\_\_\_\_  
Artist

15

June 13, 2025

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Permanent Easement – Project #SR-25-B1

Dear Commissioners:

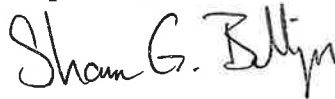
Accompanying for City Commission review and approval is an original permanent easement from **NDSU Research & Technology Park, Inc.** in association with Project #SR-25-B1.

RECOMMENDED MOTION:

Approve permanent easement from **NDSU Research & Technology Park, Inc.**

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Kevin Gorder  
Matt Jennings

**PERMANENT EASEMENT**  
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that the **NDSU Research & Technology Park, Inc.**, 1854 NDSU Research Cir N, Fargo, ND 58102-5705, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer and other public utilities, together with the customary appurtenances, said tracts being described as follows:

A 10.00 foot wide strip of land in Lot 6, Block 1, NDSU RESEARCH AND TECHNOLOGY PARK SECOND ADDITION to the City of Fargo, Cass County, North Dakota, centered on the following described line:

Commencing on the southeast corner of said Lot 6; thence North 02°08'12" West, on the east line of said Lot 6, a distance of 16.64 feet to the point of beginning; thence North 65°16'01" West a distance of 21.16 feet and there terminating.

Said strip contains 212 square feet, more or less and sidelines of said strip shall be lengthened or shortened so as to terminate on the east line of said Lot 6 on the east.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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


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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 6 day of June, 2025.

GRANTOR:


NDSU Research & Technology Park, Inc.

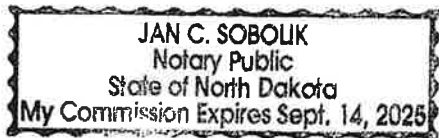
  
By: Brenda L. Wyland  
Its: Chief Executive Officer

STATE OF NORTH DAKOTA   )  
  )  
COUNTY OF CASS                    )

On this 6<sup>th</sup> day of June, 2025, before me, a notary public in and for said county and state, personally appeared Brenda L. Wyland to me known to be the Chief Executive Officer of NDSU Research & Technology Park, Inc., and executed the within and foregoing instrument, and acknowledged the same on behalf of said corporation.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



**GRANTEE:**

City of Fargo, North Dakota, a North Dakota  
Municipal Corporation

---

Timothy J. Mahoney, Mayor

**ATTEST:**

---

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

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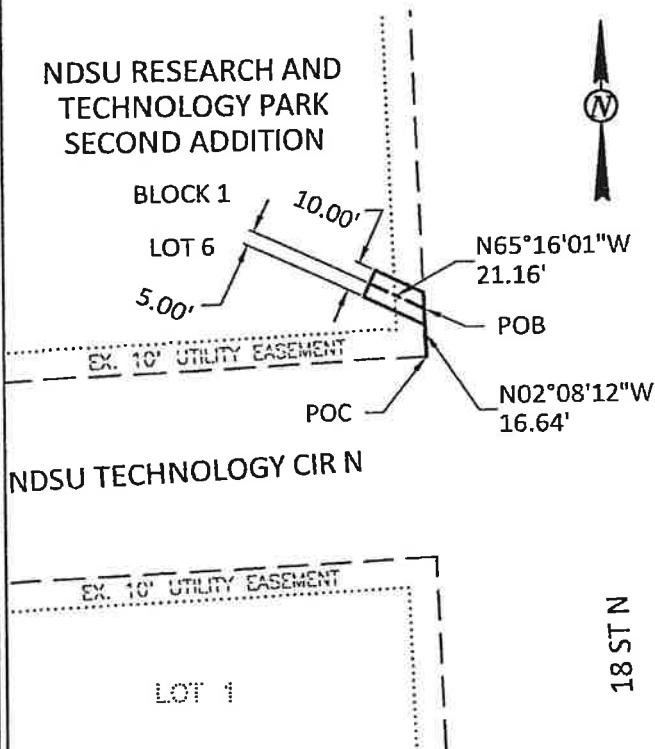
Notary Public  
My Commission Expires:

The legal description was prepared by:  
Brent W. Wacha (LS-5068)  
Professional Land Surveyor  
City of Fargo – Engineering  
225 4th Street North  
Fargo ND 58102  
(701) 476-6638

This document prepared by:  
Kasey D. McNary (ND# 06590)  
Assistant City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street N.  
Fargo, ND 58102  
(701) 232-8957

# EXHIBIT A

NDSU RESEARCH AND  
TECHNOLOGY PARK  
SECOND ADDITION



## Description:

A 10.00 foot wide strip of land in Lot 6, Block 1, NDSU RESEARCH AND TECHNOLOGY PARK SECOND ADDITION to the City of Fargo, Cass County, North Dakota, centered on the following described line:

Commencing on the southeast corner of said Lot 6; thence North 02°08'12" West, on the east line of said Lot 6, a distance of 16.64 feet to the point of beginning; thence North 65°16'01" West a distance of 21.16 feet and there terminating.

Said strip contains 212 square feet, more or less and sidelines of said strip shall be lengthened or shortened so as to terminate on the east line of said Lot 6 on the east.

## LEGEND

- NEW EASEMENT
- LOT LINE
- RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



BEARINGS BASED ON  
CITY OF FARGO GROUND COORDINATE  
SYSTEM, DECEMBER 1992



ENGINEERING DEPT.

## PERMANENT EASEMENT

LOT 6, BLOCK 1, NDSU RESEARCH AND TECHNOLOGY PARK SECOND ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JLG

APPROVED BY: BWW

DATE: APRIL 9, 2025

SHEET 1 OF 1



## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(16)

Project No. NR-26-B0

Type: Negative Final Balancing Change Order #1

Location: Storm Sewer LS #41, #42 &amp; #58

Date of Hearing: 6/16/2025

Routing

City Commission

Date

6/23/2025

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Negative Final Balancing Change Order #1 in the amount of -\$262,173.64. This Change Order transfers design, construction inspection & admin fees to Project No. NR-25-D0.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of -\$262,173.64.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -\$262,173.64.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \_\_\_\_\_ Diversion Authority \_\_\_\_\_

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Civil Engineer  
**Date:** June 16, 2025  
**Re:** Storm Sewer Lift Stations #41, #42 & #58 Consultant Services  
Project No. NR-25-D0 & NR-26-B0

---

### **Background:**

In the fall of 2024, the City issued a RFP for consultant assistance to complete design, construction administration, and inspection for the three storm sewer lift stations mentioned above. Lift stations 41 & 42 were included on Project No. NR-25-D0 and lift station 58 was included on Project No. NR-26-B0. As a result of this RFP, the City selected Houston Engineering for both projects.

During project development, we concluded that efficiencies would be realized if we bid the three lift stations on the same construction project, NR-25-D1. We are requesting to transfer Houston's design, construction inspection & admin fees from NR-26-B0 to NR-25-D0 and close out NR-26-B0.

Houston's original contract amount for Project No. NR-25-D0 is for \$542,200. Prior payments totaling \$82,683.79 have been made bringing the remaining total to \$459,516.21.

Houston's original contract amount for Project No. NR-26-B0 is for \$357,600. Prior payments totaling \$95,426.36 have been made bringing the remaining total to \$262,173.64.

Adding \$262,173.64 to Houston's NR-25-D0 original contract, \$542,200, will bring the new contract total for Project No. NR-25-D0 to \$804,373.64.

Project No. NR-26-B0 will be closed with a Negative Final Balancing Change Order and previous payments will be transferred to Project No. NR-25-D0 for accounting purposes.

Included with this Memorandum, you will find Negative Final Balancing Change Order #1 in the amount of -\$262,173.64 for Project No. NR-26-B0 and Change Order #1 in the amount of \$262,173.64 for Project No. NR-25-D0.

### **Recommendation Motion:**

Approve Negative Final Balancing Change Order #1 for Project No. NR-26-B0 in the amount of -\$262,173.64 and Change Order #1 for Project No. NR-25-D0 in the amount of \$262,173.64.

RJH/klb  
Attachments



CHANGE ORDER REPORT  
STORM SEWER LIFT STATION #58 REHABILITATION  
PROJECT NO. NR-26-B0

STORM SEWER LIFT STATION AT UNIVERSITY DRIVE SOUTH AND 64TH AVENUE

Change Order No 1  
Contractor Houston Engineering Inc

Change Order Date 5/30/2025

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

EXPLANATION OF CHANGE Change Order # 1  
Closing NR-26-B0 and transferring remaining design & construction admin/inspection fees to NR-25-D0

Section	Line No	Item Description	Unit	Orig		Prev		Curr C/O		Tot		C/O Ext Price (\$)
				Cont Qty	Qty	Cont Qty	Qty	Qty	Qty	Cont Qty	Qty	
Project Development	1	Project Administration	Dollars	11400		11400		-2223.5		9176.5	\$1.00	-\$2,223.50
	2	Preliminary Survey	Dollars	10000		10000		-2036.04		7963.96	\$1.00	-\$2,036.04
	3	Preliminary Engineering	Dollars	24600		24600		-7776		16824	\$1.00	-\$7,776.00
	4	Modeling Analysis	Dollars	56100		56100		-2.5		56097.5	\$1.00	-\$2.50
	5	Geotechnical Investigation	Dollars	7800		7800		-2435.6		5364.4	\$1.00	-\$2,435.60
	6	Property Owner Meetings	Dollars	1400		1400		-1400		0	\$1.00	-\$1,400.00
	7	Design and Plan Preparation	Dollars	31300		31300		-31300		0	\$1.00	-\$31,300.00
Project Development Sub Total											-\$47,173.64	
Construction, Administration, Inspection & Survey	8	Construction Administration, Inspection, and Survey	Dollars	206200		206200		-206200		0	\$1.00	-\$206,200.00
	9	Quality Control Testing	Dollars	8800		8800		-8800		0	\$1.00	-\$8,800.00
Construction, Administration, Inspection & Survey Sub Total											-\$215,000.00	

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)  
Previous Change Orders (\$)  
Original Contract Amount (\$)  
Total Contract Amount (\$)

Diversion Authority  
-\$262,173.64  
\$0.00  
\$357,600.00  
\$95,426.36

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

CONTRACT DATES

Current Substantial Completion Date

12/31/1969

Additional Days Substantial Completion

20238

New Substantial Completion Date

5/30/2025

Current Final Completion Date

12/31/1969

Additional Days Final Completion

20238

New Final Completion Date

5/30/2025

Interim Completion Dates

APPROVED

For Contractor

Title

*Tommy Bell*  
*Vice President*

APPROVED DATE

Department Head

Mayor

Attest

*THC*

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(17)

Project No. ER-25-A1  
 Location: 23<sup>rd</sup> Ave S, east of 55<sup>th</sup> St  
 Type: Final Balancing Change Order #1  
 Date of Hearing: 6/16/2025

Routing  
 City Commission  
 PWPEC File  
 Project File

Date  
6/23/2025  
X  
Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, related to Final Balancing Change Order #1 in the amount of \$4,694.00, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$4,694.00, bringing the total contract amount to \$38,389.00.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of Final Balancing Change Order #1 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$4,694.00, bringing the total contract amount to \$38,389.00 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Utility Funds

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

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

## Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Senior Project Manager  
**Date:** June 11, 2025  
**Re:** Project No. ER-25-A1 – Final Balancing Change Order #1

---

**Background:**

The attached Final Balancing Change Order #1 in the amount of \$4,694.00 reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$33,695.00 and the project final amount is \$38,389.00 (increase of \$4,694.00). This Project is funded by Waste Water Utility Funds.

**Recommended Motion:**

Approve the Final Balancing Change Order #1 in the amount of \$4,694.00 to Key Contracting.

Attachment



**CHANGE ORDER REPORT**  
**SANITARY SEWER EMERGENCY REPAIR**  
**PROJECT NO. ER-25-A1**  
**23RD AVENUE SOUTH JUST EAST OF 55TH STREET**

Final Balancing  
Change Order

**Change Order No** 1 **Change Order Date** 6/11/2025  
**Contractor** Key Contracting Inc

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

**EXPLANATION OF CHANGE** Change Order # 1  
 FBCO

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	5	Remove Sidewalk All Thicknesses All Types	SY	23			23	29.3	\$25.00	\$157.50
	11	F&I Sidewalk 4" Thick Reinf Conc	SY	7.0000000000000001		7.0000000000000001	6.3	13.3	\$125.00	\$787.50
	14	F&I Grooved Plastic Film 8" Wide	LF	15			15	31.3	\$230.00	\$3,749.00
										<b>Sanitary Sewer Sub Total</b>
										<b>\$4,694.00</b>



Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Waste Water Utility Funds

\$4,694.00

\$0.00

\$33,695.00

\$38,389.00

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

APPROVED

For Contractor

Title

Cheryl Bismaranga  
Office Manager

6/11/25

APPROVED DATE

Department Head

Mayor

Attest

T. Cole

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(18)

Project No. NR-25-D0

Type: Change Order #1

Location: Storm Sewer LS #41, #42 &amp; #58

Date of Hearing: 6/16/2025

Routing

City Commission

Date

6/23/2025

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Change Order #1 in the amount of \$262,173.64. This Change Order transfers design, construction inspection & admin fees from Project No. NR-26-B0, so it can be finalized.

Staff is recommending approval of Change Order #1 in the amount of \$262,173.64, bringing the total contract amount to \$804,373.64.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$262,173.64, bringing the total contract amount to \$804,373.64.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \_\_\_\_\_ Diversion Authority \_\_\_\_\_

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Civil Engineer  
**Date:** June 16, 2025  
**Re:** Storm Sewer Lift Stations #41, #42 & #58 Consultant Services  
Project No. NR-25-D0 & NR-26-B0

---

## **Background:**

In the fall of 2024, the City issued a RFP for consultant assistance to complete design, construction administration, and inspection for the three storm sewer lift stations mentioned above. Lift stations 41 & 42 were included on Project No. NR-25-D0 and lift station 58 was included on Project No. NR-26-B0. As a result of this RFP, the City selected Houston Engineering for both projects.

During project development, we concluded that efficiencies would be realized if we bid the three lift stations on the same construction project, NR-25-D1. We are requesting to transfer Houston's design, construction inspection & admin fees from NR-26-B0 to NR-25-D0 and close out NR-26-B0.

Houston's original contract amount for Project No. NR-25-D0 is for \$542,200. Prior payments totaling \$82,683.79 have been made bringing the remaining total to \$459,516.21.

Houston's original contract amount for Project No. NR-26-B0 is for \$357,600. Prior payments totaling \$95,426.36 have been made bringing the remaining total to \$262,173.64.

Adding \$262,173.64 to Houston's NR-25-D0 original contract, \$542,200, will bring the new contract total for Project No. NR-25-D0 to \$804,373.64.

Project No. NR-26-B0 will be closed with a Negative Final Balancing Change Order and previous payments will be transferred to Project No. NR-25-D0 for accounting purposes.

Included with this Memorandum, you will find Negative Final Balancing Change Order #1 in the amount of -\$262,173.64 for Project No. NR-26-B0 and Change Order #1 in the amount of \$262,173.64 for Project No. NR-25-D0.

## **Recommendation Motion:**

Approve Negative Final Balancing Change Order #1 for Project No. NR-26-B0 in the amount of -\$262,173.64 and Change Order #1 for Project No. NR-25-D0 in the amount of \$262,173.64.

RJH/kib  
Attachments



CHANGE ORDER REPORT  
LIFT STATION REHAB/RECONSTRUCTION  
PROJECT NO. NR-25-D0

CONSULTANT DESIGN AND CONSTRUCTION FOR STORM SEWER LS #41 - 10TH ST  
AND 37TH AVE N STORM SEWER LS #42 - 5TH ST AND 21ST AVE S

Change Order No	1	Change Order Date	5/30/2025
Contractor	Houston Engineering Inc		

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

EXPLANATION OF CHANGE      Change Order # 1

Transfer remaining design & construction admin/inspection fees from NR-26-B0.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Project Development	1	Project Administration	Dollars	13800		13800	2223.5	16023.5	\$1.00	\$2,223.50
	2	Preliminary Survey	Dollars	29000		29000	2036.04	31036.04	\$1.00	\$2,036.04
	3	Preliminary Engineering	Dollars	55600		55600	7776	63376	\$1.00	\$7,776.00
	4	Modeling Analysis	Dollars	24500		24500	2.5	24502.5	\$1.00	\$2.50
	5	Geotechnical Investigation	Dollars	13100		13100	2435.6	15535.6	\$1.00	\$2,435.60
	6	Property Owner Meetings	Dollars	3100		3100	1400	4500	\$1.00	\$1,400.00
	7	Design and Plan Preparation	Dollars	58900		58900	31300	90200	\$1.00	\$31,300.00
Project Development Sub Total										\$47,173.64
Construction, Administration, Inspection & Survey		Construction								
	8	Administration, Inspection, and Survey	Dollars	325000		325000	206200	531200	\$1.00	\$206,200.00
	9	Quality Control Testing	Dollars	19200		19200	8800	28000	\$1.00	\$8,800.00
Construction, Administration, Inspection & Survey Sub Total										\$215,000.00

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)  
Previous Change Orders (\$)  
Original Contract Amount (\$)  
Total Contract Amount (\$)

Diversion Authority  
\$262,173.64  
\$0.00  
\$542,200.00  
\$804,373.64

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

APPROVED

For Contractor

Title

*Tony But*  
*Vice President*

APPROVED DATE

Department Head

Mayor

Attest

*T-Hell*

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(19)

Type: Memorandum of Understanding

Location: Selkirk Place Third Addition (Selkirk Third)

Date of Hearing: 6/16/2025

RoutingCity Commission  
PWPEC File  
Project FileDate  
6/23/2025  
X  
Nathan Boerboom

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Nathan Boerboom, regarding a Memorandum of Understanding (MOU) regarding the storm water ponds and park improvements being co-located on a lot (Lot 11, Block 5, Selkirk Third) being dedicated to the Park District.

There is an existing storm pond located on the lot, which was constructed as park of Selkirk Place First Addition, and needs to be expanded to serve Selkirk Third. The City and Park District have worked together to develop a design that provides the necessary storm water infrastructure as well as park amenities within this lot.

In addition to this MOU, the Park District will grant the City an easement for the pond expansion and storm sewer within the Park District owned lot.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of the Memorandum of Understanding regarding the storm water ponds and park improvements with the Fargo Park District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Memorandum of Understanding regarding the storm water ponds and park improvements with the Fargo Park District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor  
Nicole Crutchfield, Director of Planning  
Gary Lorenz, Fire Chief  
Brenda Derrig, Assistant City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
Tom Knakmuhs, City Engineer  
Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
Tom Knakmuhs, P.E.  
City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Nathan Boerboom, Assistant City Engineer  
**Date:** June 11, 2025  
**Re:** Memorandum of Understanding with Fargo Park District – Storm Water Pond and Park Facilities  
Selkirk Place Third Addition

---

As part of Selkirk Place Third Addition (Selkirk Third), City staff has been working with the Developer (EagleRidge Companies) and Fargo Park District regarding the storm water ponds and park improvements being co-located on a lot (Lot 11, Block 5 of Selkirk Third) being dedicated to the Park District. There is an existing storm pond located on this lot, which was constructed as part of Selkirk Place First Addition, and needs to be expanded to serve Selkirk Third. The City and Park District have worked together to develop a design that provides the necessary storm water infrastructure (pond expansion and storm sewer) as well as park amenities within this lot.

To clarify initial and long-term roles and responsibilities for each party, we have developed the attached memorandum of understanding (MOU) for this lot. Highlights of the responsibilities for each party are:

- City of Fargo
  - Construction of pond expansion, storm sewer, and shared use path;
    - Shared use paths will be constructed on Lots 12 and 13, Block 1 of Selkirk Place First Addition (City owned lots) and Lot 11, Block 5 of Selkirk Place Third Addition (Park District owned lot)
  - Maintenance of pond, including sediment removal and erosion repair;
  - Maintenance of storm sewer.
- Park District
  - Mowing, weed treatment, trimming, and tree planting;
  - Maintenance of shared use paths, including snow removal, repair, and reconstruction;
  - Any signage or lighting, if installed at a later date.

In addition to this MOU, the Park District will grant the City an easement for the pond expansion and storm sewer within the Park District owned lot.

The attached document provides a full description of the easement and MOU terms.

**Recommended Motion:**

Approve the Memorandum of Understanding and Storm Sewer easement between the City and the Fargo Park District.

**MEMORANDUM OF UNDERSTANDING  
STORM WATER POND AND PARK FACILITIES**

This Memorandum of Understanding (“**MOU**” or “**Agreement**”) is entered into between the City of Fargo, whose address is 225 4th Street North, Fargo, North Dakota 58102 (“**City**” or “**Fargo**”), and the Park District of the City of Fargo, whose address is 6100 38<sup>th</sup> Street South, Fargo, North Dakota 58104 (the “**Park District**”). Together City and the Park District may be referred to as the “**Parties**”.

**WHEREAS**, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo’s Home Rule Charter authorizes Fargo to enter into contracts; and

**WHEREAS**, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

**WHEREAS**, City and Park District desire to have shared facilities to support the Selkirk Place Additions, now existing and as developed in the future; and

**WHEREAS**, City desires to expand an existing storm water retention pond constructed on a portion of real property owned by the Park District within Selkirk Place Third Addition; and

**WHEREAS**, Park District desires to have shared use paths installed along with other improvements, including but not limited to native grasses, nature trails, and playground equipment, within Selkirk Place Third Addition and future Selkirk Place Additions; and

**WHEREAS**, City and Park District now wish to memorialize certain terms, conditions, and understanding with respect to the storm water retention pond and planned park facilities/amenities within the Selkirk Place Additions; and

**NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. **Ownership**. City owns Lot 12, Block 1 of Selkirk Place First Addition, which was dedicated to City as part of the platting of Selkirk Place First Addition. City has constructed an existing storm water retention pond on Lot 12, Block 1 of Selkirk Place First Addition (the “**Selkirk First Existing Pond**”). City shall retain ownership of the Selkirk First Existing Pond and Lot 12, Block 1 of Selkirk Place First Addition at all times, without regard to maintenance responsibilities. The Parties understand and agree that the primary use of the Selkirk First Existing Pond and Lot 12, Block 1 of Selkirk Place First Addition is for storm water retention and detention, and such purpose shall not be impaired or impeded by any provisions herein.

2. **Dedication to Park District**. As part of the platting of Selkirk Place Third Addition, the Developer is dedicating Lot 11, Block 5 (“**Park Property**”) to the Park District. On the northern side of the Park Property, there is an existing easement dedicated to the City for a storm water pond and lift station (Document No. 1650822). The City currently has a storm water retention pond located upon the Park Property (the “**Selkirk Third Existing Pond**”).



3. Expansion of Selkirk Third Existing Pond and Other Facilities. Developer has submitted to City a master storm water plan for the entirety of Selkirk Place, both existing and future additions. The master storm water plan demonstrates the necessity for expansion of storm water facilities onto the Park Property. To support the Selkirk Place Third Addition and future Selkirk Place Additions, the Selkirk Third Existing Pond must be expanded, and additional storm water facilities must be constructed. The Developer's overall plan concept is attached hereto as Exhibit A.

4. Grant of Easement and Access. Park District hereby agrees it will grant unto City an additional easement for the expanded storm water facilities, including but not limited to expansion of the Selkirk Third Existing Pond onto the Park Property, construction of a storm water channel, and construction of storm sewer utilities on the Park Property. Park District shall grant unto City the necessary access for ingress and egress, and for purposes of maintenance and construction, as necessary to carry out the terms of this Agreement. Park District agrees to ensure unimpeded access to the installed amenities for whatever purpose deemed necessary by City

5. Storm Water Facilities Construction and Maintenance. City shall be solely responsible for the construction necessary to expand the Selkirk Third Existing Pond, construction of the storm water channel, construction of the storm sewer utilities, and site grading on the Park Property, and all necessary appurtenances thereto, including installation of storm water pipe and structures. City shall be responsible for future maintenance of the Selkirk First Existing Pond and the Selkirk Third Existing Pond (as expanded), including removal of sediment within the pond, erosion repair, storm sewer maintenance, and/or replacement and other maintenance deemed necessary by City, in its sole discretion. City shall not be responsible for repairing or correcting erosion or bank sloughing which City deems insignificant or unnecessary to repair, nor repairing or maintaining any Park District improvements made within the easement area of the Park Property. The Parties agree that Park District, in its discretion, may repair or correct erosion or bank sloughing of the Selkirk Third Existing Pond which City deems insignificant or unnecessary to repair and that, if Park District undertakes such repairs or corrective work, it shall be at the sole cost and expense of Park District.

6. Shared Use Paths. Park District desires to have shared use paths installed from 64th Avenue South to the south end of Lot 11, Block 5 of Selkirk Place Third Addition. Developer has requested City to install the concrete shared use paths including the pond crossing, and City is willing to undertake such construction and installation as part of the infrastructure project to support Selkirk Place Third Addition. Park District has requested, and the Parties hereby agree, that the costs of construction and installation of the shared use paths will be specially assessed to the properties within the Selkirk Place Third Addition, in accordance with the City's Infrastructure Funding Policy in effect at the time of such construction. More specifically, the shared use paths will be constructed by City and located on the following lots:

- Lots 12 and 13, Block 1 of Selkirk Place First Addition, which are owned by the City;
- Lot 14, Block 1 of Selkirk Place First Addition, which is owned by Southeast Cass Water Resource District; and
- Lot 11, Block 5 of Selkirk Place Third Addition, which will be owned by the Park District.

After initial construction of the shared use paths, City shall not be responsible for the maintenance, repair, or upkeep of the shared use paths within the Selkirk Place Additions except that City will be responsible for repairing any damage to the concrete caused by the City.

7. Other Park District Improvements. Park District intends to complete, at its discretion, other improvements and amenities to its property located within the Selkirk Place Additions, including planting native grasses, creating nature trails, park shelter, installing playground equipment, and concrete playground border. Park District hereby agrees that the installation and completion of the other improvements and amenities shall not impact the storm water capacity, the channel, the ponds, or the storm sewers within Selkirk Place Additions. City shall not be responsible for the maintenance, repair, or upkeep of any of the Park District's improvements or amenities within the Selkirk Place Additions, existing or future, other than as specified in paragraph 5 above.

8. Park District General Maintenance. Park District shall be responsible for any and all maintenance not specifically designated to the City in paragraph 5 above, including but not limited to vegetation establishment, grass mowing, weed treatment, tree trimming, tree planting, pavement repairs, maintenance, and reconstruction, snow and debris removal, and playground and equipment maintenance. Park District understands and agrees that it may not construct any improvements or amenities which interfere in any way with the Selkirk First Existing Pond or Selkirk Third Existing Pond (as expanded), channel, or storm sewer utilities. Park District understands and agrees that any work completed by Park District may not impact the City storm sewer system or change the retention pond levels, without prior written consent of City.

9. Signage and Lighting. The Parties agree that City shall be responsible for signage pertaining to the storm water retention ponds within Selkirk Place Additions. At its discretion, with City approval, Park District may place additional signage and lighting on Lot 11, Block 5 of Selkirk Place Third Addition as an amenity of the Park District, provided such installation is solely at Park District cost, and with City advance written approval so as to ensure the signage and lighting will not be impacted by the varying levels of the Selkirk Third Existing Pond following a large rain event.

10. Insurance. Both Parties shall secure and be responsible for the necessary insurance for their respective proposed uses and rights under this Agreement.

11. Dispute Resolution.

- a. City and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the improvements and amenities identified herein, which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.
- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties

will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

12. Extension of Agreement and Term. The Parties hereby expressly agree that, upon the Parties entering into a written addendum signed by both Parties, the terms and obligations of this Agreement may be extended to any future storm water retention ponds and related appurtenances, and future shared use paths and appurtenances as may be constructed or installed within future additions of the Selkirk Place Additions in accordance with the Developer's master plan, including construction and maintenance responsibilities.

The Parties further agree that the term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement at any time, at least 180 days' prior written notice shall be given to the other party. This Agreement is personal as to the Parties, and may not be assigned or transferred without the other party's written consent.

13. Release and Waiver. In consideration of the mutual promises of the Parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, from the beginning of time, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

14. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo  
ATTN: City Auditor  
Fargo City Hall  
225 4th Street North  
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo  
ATTN: Finance Director  
6100 38th Street South

Fargo, ND 58104

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

15. Time of the Essence. Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.

16. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the Parties' rights, duties and obligations under prior agreements/easements related to the floodwall, storm sewer construction and operation, and maintenance of the floodwall and storm sewer.

17. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

18. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

19. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties under and pursuant to this Agreement.

20. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

21. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the Parties waive any objection to venue or personal jurisdiction.

212. Rules of Construction. The Parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

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

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

(Signatures appear on the following pages)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

By:

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

Dated this 16 day of June, 2025.

Park District of the City of Fargo

af  
Aaron Hill (Jun 16, 2025 09:15 CDT)

By: Aaron Hill

Its: President

ATTEST:


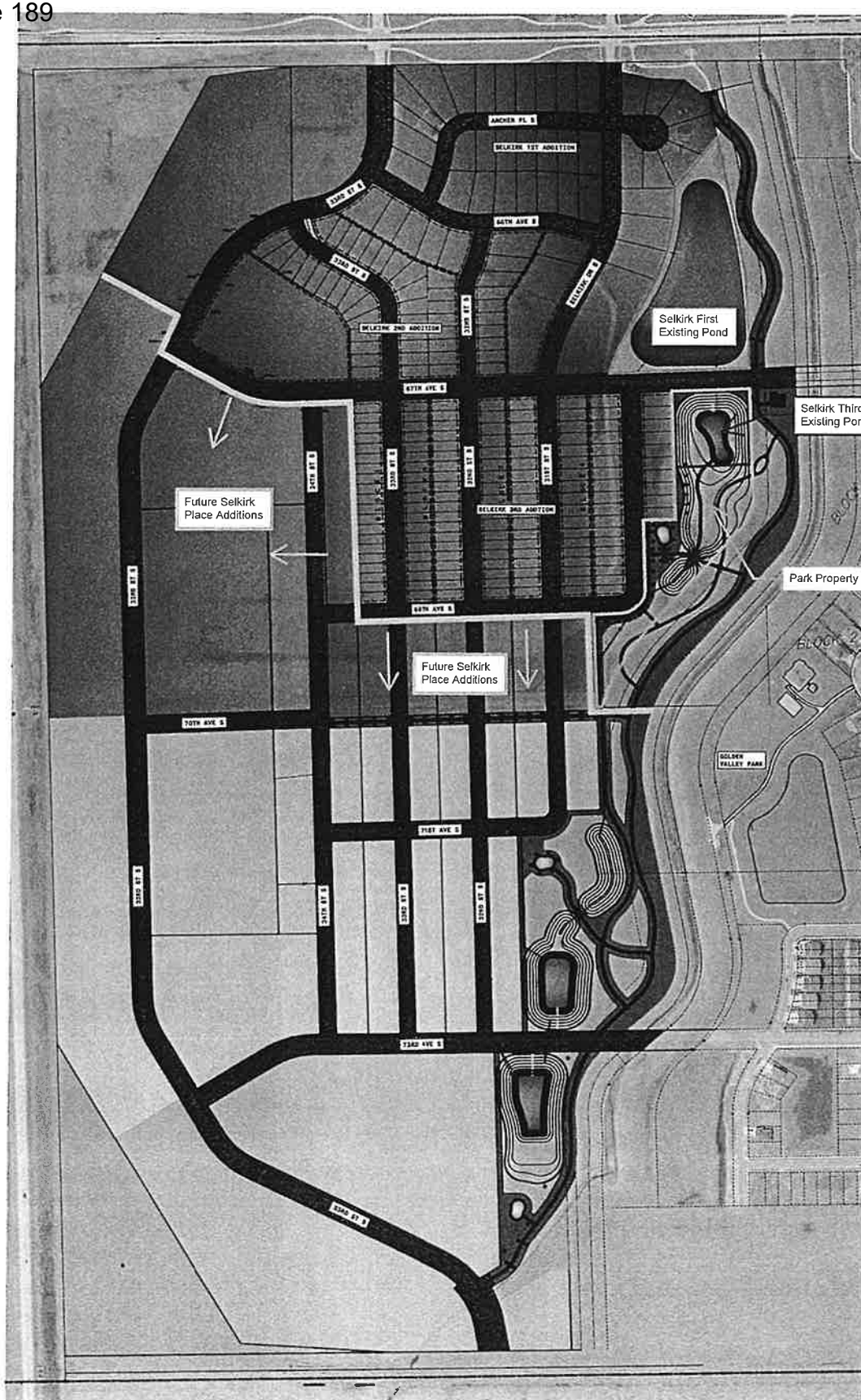
  
JEFF GUNKELMAN, Clerk

EXHIBIT "A"





**MBN**  
ENGINEERING  
MECHANICAL • ELECTRICAL • CIVIL  
503 7TH ST. N., SUITE 200  
FARGO, ND 58102  
PHONE: 701.478.6338  
FAX: 701.478.6340

**SELKIRK & KICK  
ADDITION PARK**

**EAGLE RIDGE  
DEVELOPMENT**

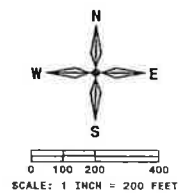
FARGO, NORTH DAKOTA



MBN JOB #: 24-118 DATE: 3-14-20

MASTER PLAN

**C1.0**



**LEGEND:**

- NATIVE PRAIRIE GRASS MIX
- FESCUE GRASS MIX
- NATIVE PLAYGROUND/PEDESTRIAN AREAS
- WET DETENTION POND
- NATIVE TRAIL

**PERMANENT EASEMENT**  
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tracts being described as follows:

**STORM SEWER EASEMENT DESCRIPTION**

That part of Lot 11, Block 5, **SELKIRK PLACE THIRD ADDITION**, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip of land 30.00 feet wide, 15.00 feet on each side of a centerline described as follows:

Commencing at the northeast corner of Lot 1, said Block 5; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the east lines of Lots 1 through 10 and the southerly extension thereof, for a distance of 590.15 feet; thence South 42 degrees 19 minutes 27 seconds West for distance of 163.42 feet to a point of intersection with a line 10.00 feet east of, as measured at a right angle to and parallel with the easterly right of way line of 30 Street South; thence South 01 degree 54 minutes 38 seconds East along said parallel line for a distance of 48.71 feet; thence South 47 degrees 40 minutes 41 seconds East for a distance of 32.21 feet to the point of beginning of said centerline; thence South 58 degrees 10 minutes 36 seconds West for a distance of 44.93 feet to the easterly right of way line of 30

Street South and said centerline there terminates. The sidelines of said 30.00 foot wide strip shall be lengthened or shortened to terminate on said easterly right of way line and on lines bearing South 47 degrees 40 minutes 41 seconds East and North 47 degrees 40 minutes 41 seconds West from the point of beginning.

The above described tract contains 1,389 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**PARK DISTRICT OF THE CITY OF FARGO**

\_\_\_\_\_  
By: Susan Faus, Executive Director

STATE OF NORTH DAKOTA            )  
  )  
COUNTY OF CASS                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared Susan Faus to me known to be the Executive Director of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**GRANTEE:**

City of Fargo, North Dakota, a North Dakota  
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public  
My Commission Expires:

The legal description was prepared by:  
Shawn M. Thomasson (LS-5900)  
Professional Land Surveyor  
Bolton & Menk  
3168 41<sup>st</sup> St S, Suite 2  
Fargo ND 58104  
(701) 566-5339

This document prepared by:  
Kasey D. McNary (ND# 06590)  
Assistant City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street N.  
Fargo, ND 58102  
(701) 232-8957

EASEMENT EXHIBIT

POND EASEMENT DESCRIPTION

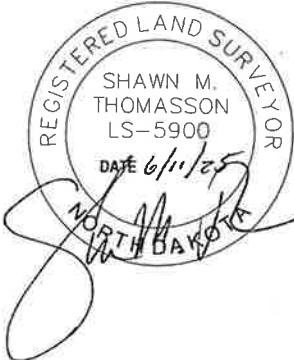
That part of Lot 11, Block 5, SELKIRK PLACE THIRD ADDITION and part of Lot 13, Block 1, SELKIRK PLACE FIRST ADDITION, according to the recorded plats thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of Lot 1, said Block 5; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the east line of said Lot 1 for a distance of 10.00 feet to the point of beginning; thence South 01 degree 54 minutes 38 seconds East along the east lines of Lots 1 through 10 and the southerly extension thereof, for a distance of 580.15 feet; thence South 42 degrees 19 minutes 27 seconds West for distance of 163.42 feet to a point of intersection with a line 10.00 feet east of, as measured at a right angle to and parallel with the easterly right of way line of 30 Street South; thence South 01 degree 54 minutes 38 seconds East along said parallel line for a distance of 48.71 feet; thence South 47 degrees 40 minutes 41 seconds East for a distance of 132.01 feet; thence North 42 degrees 19 minutes 19 seconds East for a distance of 490.04 feet; thence North 02 degrees 10 minutes 31 seconds West for a distance of 247.69 feet; thence North 18 degrees 51 minutes 06 seconds East for a distance of 54.37 feet; thence North 02 degrees 20 minutes 36 seconds West for a distance of 87.40 feet; thence North 30 degrees 13 minutes 48 seconds West for a distance of 62.22 feet to the east line of Document No. 1650822, on file and of record in the office of said Recorder; thence South 02 degrees 10 minutes 41 seconds East along said east line for a distance of 243.24 feet to the southeast corner of said Document No. 1650822; thence South 87 degrees 59 minutes 22 seconds West for a distance of 300.00 feet to the southwest corner of said Document No. 1650822; thence North 02 degrees 10 minutes 41 seconds West along the west line of said Document No. 1650822 for a distance of 290.00 feet to a point of intersection with a line 10.00 feet south of, as measured at a right angle to and parallel with the south line of 67 Avenue South; thence South 87 degrees 59 minutes 22 seconds West along said parallel line for a distance of 10.16 feet to the point of beginning.

The above described tract contains 143,079 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

SURVEYOR'S NOTES:

- 1. Bearing Orientation: Selkirk Place Third Addition, according to the recorded plat thereof.
- 2. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.



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SHEET 1 OF 3

EASEMENT EXHIBIT  
CASS COUNTY, NORTH DAKOTA

 **BOLTON & MENK**

3168 41ST STREET SOUTH  
SUITE 2  
FARGO, ND 58104  
(701) 566-5339

PART OF LOT 11, BLOCK 5, SELKIRK PLACE THIRD ADDITION & PART OF LOT 13, BLOCK 1, SELKIRK PLACE FIRST ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

FOR: EAGLERIDGE DEVELOPMENT

H:\EAGRIDDEV\_PR\24X135575000\CAD\C3D\135575 V-PROP POND EASEMENT-SELKIRK 3RD.dwg 6/11/2025 12:11 PM

JOB NUMBER: 24X135575

## EASEMENT EXHIBIT

### STORM SEWER EASEMENT DESCRIPTION

That part of Lot 11, Block 5, SELKIRK PLACE THIRD ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip of land 30.00 feet wide, 15.00 feet on each side of a centerline described as follows:

Commencing at the northeast corner of Lot 1, said Block 5; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the east lines of Lots 1 through 10 and the southerly extension thereof, for a distance of 590.15 feet; thence South 42 degrees 19 minutes 27 seconds West for distance of 163.42 feet to a point of intersection with a line 10.00 feet east of, as measured at a right angle to and parallel with the easterly right of way line of 30 Street South; thence South 01 degree 54 minutes 38 seconds East along said parallel line for a distance of 48.71 feet; thence South 47 degrees 40 minutes 41 seconds East for a distance of 32.21 feet to the point of beginning of said centerline; thence South 58 degrees 10 minutes 36 seconds West for a distance of 44.93 feet to the easterly right of way line of 30 Street South and said centerline there terminates. The sidelines of said 30.00 foot wide strip shall be lengthened or shortened to terminate on said easterly right of way line and on lines bearing South 47 degrees 40 minutes 41 seconds East and North 47 degrees 40 minutes 41 seconds West from the point of beginning.

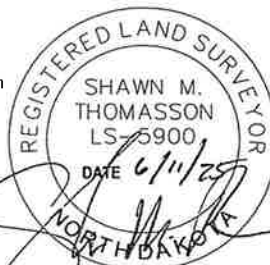
The above described tract contains 1,389 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

### SURVEYOR'S CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

  
Shawn M. Thomasson, ND PLS 5900

6-11-25  
Date



State of North Dakota

County of Cass } ss

On this 11 day of June, 2025, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, 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 as his free act and deed.

  
Notary Public

AMBER COULTART  
Notary Public  
State Of North Dakota  
My Commission Expires July 1, 2025

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SHEET 2 OF 3



**BOLTON  
& MENK**

3168 41ST STREET SOUTH  
SUITE 2  
FARGO, ND 58104  
(701) 566-5339

PART OF LOT 11, BLOCK 5, SELKIRK PLACE THIRD  
ADDITION & PART OF LOT 13, BLOCK 1,  
SELKIRK PLACE FIRST ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

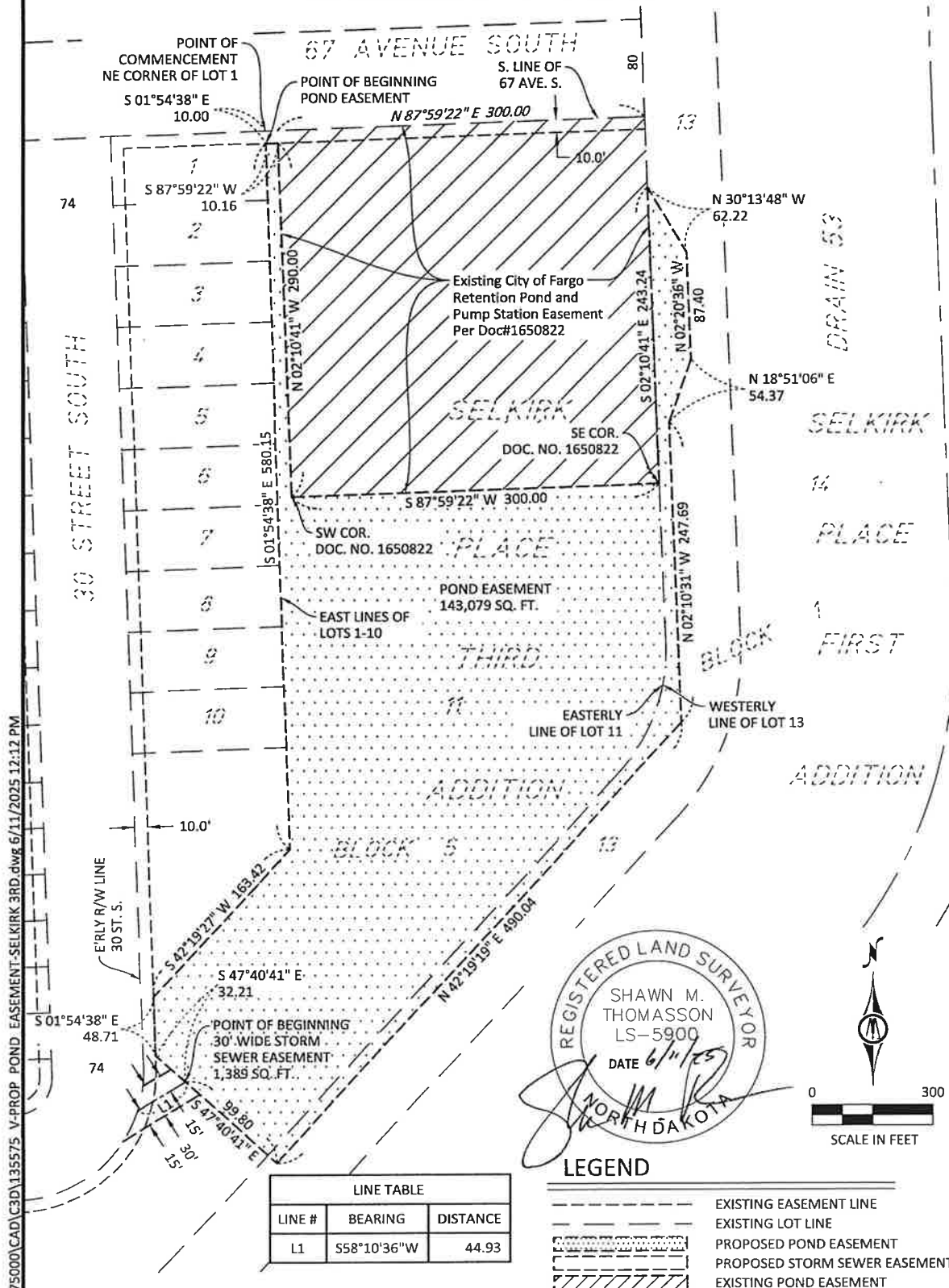
FOR: EAGLERIDGE DEVELOPMENT

DRAWN BY: SMT

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JOB NUMBER: 24X135575

***EASEMENT EXHIBIT***



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**EASEMENT EXHIBIT**  
**CASS COUNTY, NORTH DAKOTA**

3168 41ST STREET SOUTH  
SUITE 2  
FARGO, ND 58104  
(701) 566-5339



**BOLTON  
& MENK**

PART OF LOT 11, BLOCK 5, SELKIRK PLACE THIRD  
ADDITION & PART OF LOT 13, BLOCK 1,  
SELKIRK PLACE FIRST ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

FOR: EAGLERIDGE DEVELOPMENT

SHEET 3 OF 3

DRAWN BY: SMT

JOB NUMBER: 24X135575



**PERMANENT EASEMENT**  
(Retention Pond)

KNOW ALL MEN BY THESE PRESENTS that **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement for the construction of a retention pond, together with any and all other appurtenant structures or devices, said tracts of land being described as follows:

**POND EASEMENT DESCRIPTION**

That part of Lot 11, Block 5, SELKIRK PLACE THIRD ADDITION and part of Lot 13, Block 1, SELKIRK PLACE FIRST ADDITION, according to the recorded plats thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the northeast corner of Lot 1, said Block 5; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the east line of said Lot 1 for a distance of 10.00 feet to the point of beginning; thence South 01 degree 54 minutes 38 seconds East along the east lines of Lots 1 through 10 and the southerly extension thereof, for a distance of 580.15 feet; thence South 42 degrees 19 minutes 27 seconds West for distance of 163.42 feet to a point of intersection with a line 10.00 feet east of, as measured at a right angle to and parallel with the easterly right of way line of 30 Street South; thence South 01 degree 54 minutes 38 seconds East along said parallel line for a distance of 48.71 feet; thence South 47 degrees 40 minutes 41 seconds East for a distance of 132.01 feet; thence North 42 degrees 19

minutes 19 seconds East for a distance of 490.04 feet; thence North 02 degrees 10 minutes 31 seconds West for a distance of 247.69 feet; thence North 18 degrees 51 minutes 06 seconds East for a distance of 54.37 feet; thence North 02 degrees 20 minutes 36 seconds West for a distance of 87.40 feet; thence North 30 degrees 13 minutes 48 seconds West for a distance of 62.22 feet to the east line of Document No. 1650822, on file and of record in the office of said Recorder; thence South 02 degrees 10 minutes 41 seconds East along said east line for a distance of 243.24 feet to the southeast corner of said Document No. 1650822; thence South 87 degrees 59 minutes 22 seconds West for a distance of 300.00 feet to the southwest corner of said Document No. 1650822; thence North 02 degrees 10 minutes 41 seconds West along the west line of said Document No. 1650822 for a distance of 290.00 feet to a point of intersection with a line 10.00 feet south of, as measured at a right angle to and parallel with the south line of 67 Avenue South; thence South 87 degrees 59 minutes 22 seconds West along said parallel line for a distance of 10.16 feet to the point of beginning.

The above described tract contains 143,079 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go under, over, in and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made. Grantee, its successor and assigns, will perform any and all maintenance required to the above-described tracts of land, including but not limited to pond slope maintenance, erosion control devices, and turf maintenance.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said retention pond, as constructed, and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs,

sprinkler systems or other obstacles of any kind shall be placed or located upon the tract so as to interfere with said retention pond.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR:**

**PARK DISTRICT OF THE CITY OF FARGO**

\_\_\_\_\_  
By: Susan Faus, Executive Director

STATE OF NORTH DAKOTA )

)

COUNTY OF CASS )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared Susan Faus to me known to be the Executive Director of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**GRANTEE:**

City of Fargo, North Dakota, a North Dakota  
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA )  
 )  
COUNTY OF CASS )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public  
My Commission Expires:

The legal description was prepared by:  
Shawn M. Thomasson (LS-5900)  
Professional Land Surveyor  
Bolton & Menk  
3168 41<sup>st</sup> St S, Suite 2  
Fargo ND 58104  
(701) 566-5339

This document prepared by:  
Kasey D. McNary (ND# 06590)  
Assistant City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street N.  
Fargo, ND 58102  
(701) 232-8957

## EASEMENT EXHIBIT

### POND EASEMENT DESCRIPTION

That part of Lot 11, Block 5, SELKIRK PLACE THIRD ADDITION and part of Lot 13, Block 1, SELKIRK PLACE FIRST ADDITION, according to the recorded plats thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

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The above described tract contains 143,079 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

### SURVEYOR'S NOTES:

1. Bearing Orientation: Selkirk Place Third Addition, according to the recorded plat thereof.
2. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.



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**EASEMENT EXHIBIT**  
CASS COUNTY, NORTH DAKOTA

3168 41ST STREET SOUTH  
SUITE 2  
FARGO, ND 58104  
(701) 566-5339

PART OF LOT 11, BLOCK 5, SELKIRK PLACE THIRD  
ADDITION & PART OF LOT 13, BLOCK 1,  
SELKIRK PLACE FIRST ADDITION  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
  
FOR: EAGLERIDGE DEVELOPMENT

SHEET 1 OF 3

DRAWN BY: SMT

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JOB NUMBER: 24X135575

# EASEMENT EXHIBIT

## STORM SEWER EASEMENT DESCRIPTION

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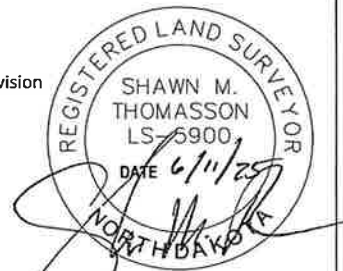
The above described tract contains 1,389 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

## SURVEYOR'S CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

  
Shawn M. Thomasson, ND PLS 5900

6-11-25  
Date



State of North Dakota

County of Cass

On this 11 day of June, 2025, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, 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 as his free act and deed.

  
Notary Public

AMBER COULTHART  
Notary Public  
State Of North Dakota  
My Commission Expires July 1, 2025

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SHEET 2 OF 3



**BOLTON  
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3168 41ST STREET SOUTH  
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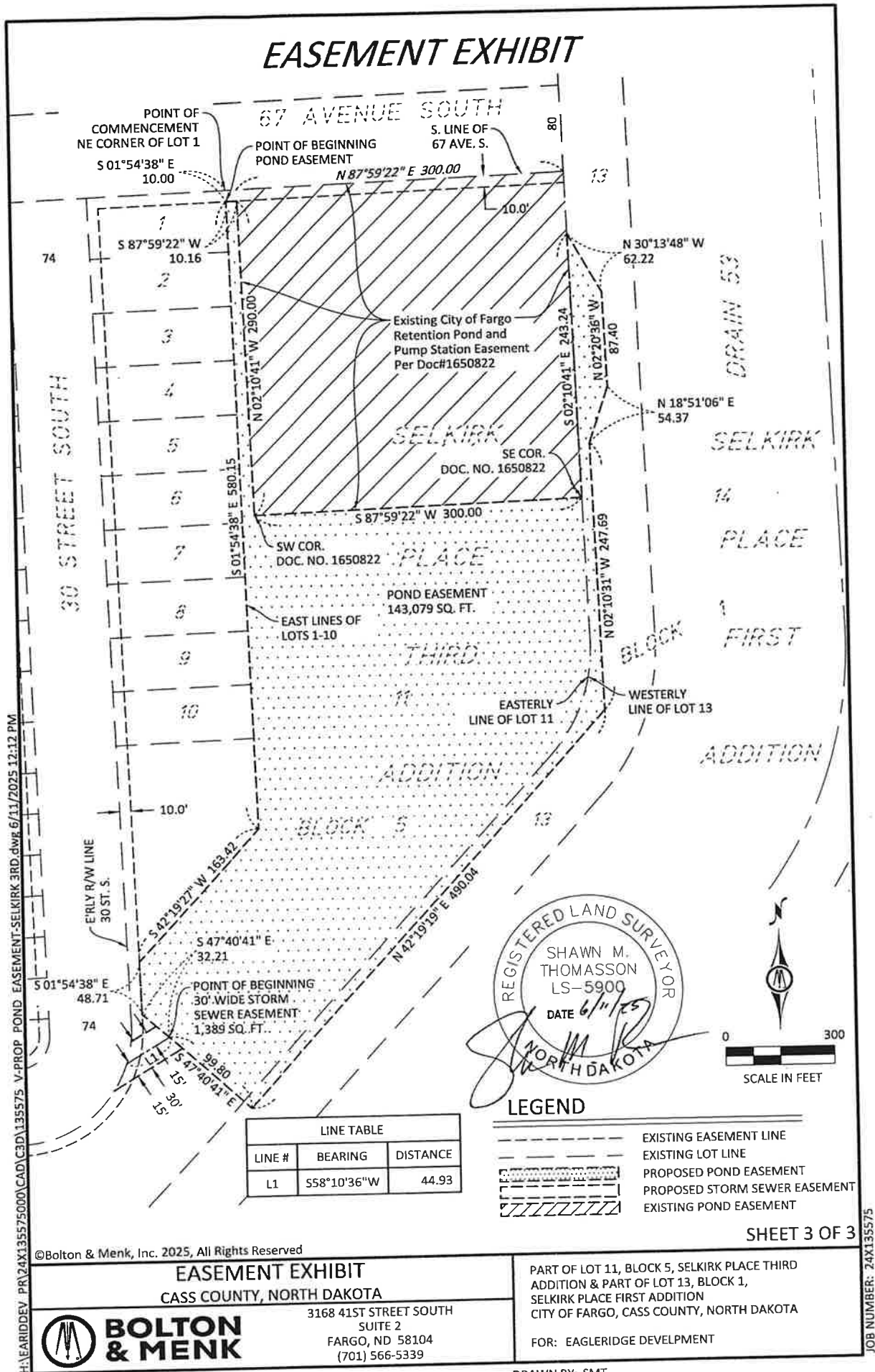
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CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

FOR: EAGLERIDGE DEVELOPMENT

DRAWN BY: SMT

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JOB NUMBER: 24X135575





## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(23)

Improvement District No. BR-24-A1 Type: Negative Final Balancing Change Order #4  
 Location: 7 St N, 7 Ave – 10 Ave; 8 Ave N, 7 St – Bdwy; Date of Hearing: 6/16/2025  
 9 Ave N, 8 St – Bdwy; 10 Ave N, 7 St – Bdwy

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/23/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Aaron Edgar</u>

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, related to Negative Final Balancing Change Order #4 in the amount of \$-55,963.37, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #4 in the amount of \$-55,963.37, bringing the total contract amount to \$3,416,466.55.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of \$-55,963.37, bringing the total contract amount to \$3,416,466.55 to Dakota Underground.

PROJECT FINANCING INFORMATION:

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

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

Yes	No
	N/A
	N/A
	N/A


COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Aaron Edgar, Project Manager  
**Date:** June 12, 2025  
**Re:** Improvement District No. BR-24-A1 – Negative Final Balancing Change Order #4

---

### Background:

Improvement District No. BR-24-A1 is on 7<sup>th</sup> Street North from 7<sup>th</sup> Avenue to 10<sup>th</sup> Avenue, on 8<sup>th</sup> Avenue North from 7<sup>th</sup> Street to Broadway, on 9<sup>th</sup> Avenue North from 8<sup>th</sup> Street to Broadway, and on 10<sup>th</sup> Avenue North from 7<sup>th</sup> Street to Broadway.

Dakota Underground is the Prime Contractor on this project.

Negative Final Balancing Change Order #4 in the amount of -\$55,963.37. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 3,413,321.83
Change Order #1	\$ 4,675.00
Change Order #2	\$ 0.00
Change Order #3	\$ 54,433.09
FBCO #4	\$ -55,963.37
<b>Total Contract:</b>	<b>\$ 3,416,466.55</b>

### Recommended Motion:

Approve Negative Final Balancing Change Order #4 in the amount of -\$55,963.37.

Attachment

## CHANGE ORDER REPORT

### PAVING AND UTILITY REHAB/RECONSTRUCTION

#### IMPROVEMENT DISTRICT NO. BR-24-A1

ON 7TH STREET NORTH FROM 7TH AVENUE TO 10TH AVENUE, ON 8TH AVENUE NORTH FROM 7TH STREET TO BROADWAY, ON 9TH AVENUE NORTH FROM 8TH STREET TO BROADWAY, AND ON 10TH AVENUE NORTH FROM 7TH STREET TO BROADWAY.

Final Balancing  
Change Order

Change Order No 4 Change Order Date 6/6/2025  
Contractor Dakota Underground Co Inc

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

#### EXPLANATION OF CHANGE Change Order # 4 Final Balancing Change Order.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	1065		1065	-14.3	1050.7	\$15.00	-\$214.50
	3	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1200		1200	-9.4	1190.6	\$100.00	-\$940.00
	4	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	670		670	-2.4	667.6	\$195.00	-\$468.00
	5	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	260		260	-30.3	229.7	\$200.00	-\$6,060.00
	6	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	10		10	3.4	13.4	\$285.00	\$969.00
	7	F&I Pipe w/GB SDR 26 - 30" Dia PVC	LF	335		335	-3	332	\$525.00	-\$1,575.00
	11	Connect Sewer Service	EA	52		52	3	55	\$3,500.00	\$10,500.00
	12	Bore Pipe SDR 26 - 6" Dia PVC	LF	40		40	-40	0	\$100.00	-\$4,000.00
	13	Clean Pipe All Sizes All Types	LF	1357		1357	-1357	0	\$5.00	-\$6,785.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Water Main	14	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100		100	-100	0	\$0.01	-\$1.00
	15	Remove Pipe All Sizes All Types	LF	1130		1130	-27	1103	\$15.00	-\$405.00
	17	F&I Hydrant Ext. 6" High	EA	1		1	4	5	\$1,400.00	\$5,600.00
	18	F&I Fittings C153 Ductile Iron	LB	2716		2716	-378	2338	\$10.00	-\$3,780.00
	20	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	185		185	-28.2	156.8	\$110.00	-\$3,102.00
	21	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	115		115	-28.7	86.3	\$115.00	-\$3,300.50
	22	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1155		1155	-33	1122	\$125.00	-\$4,125.00
	23	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	1710		1710	-18.7	1691.3	\$135.00	-\$2,524.50
	29	F&I Pipe w/GB 1" Dia Water Service	LF	630		630	-18.9	611.1	\$80.00	-\$1,512.00
	30	F&I Pipe w/GB 1.5" Dia Water Service	LF	90		90	-20	70	\$95.00	-\$1,900.00
	31	F&I Pipe w/GB 2" Dia Water Service	LF	170		170	13.9	183.9	\$100.00	\$1,390.00
	32	Rem & Repl CS & Box 1" Dia	EA	27		27	-1	26	\$800.00	-\$800.00
	34	Rem & Repl CS & Box 2" Dia	EA	8		8	1	9	\$1,400.00	\$1,400.00
	35	Bore Pipe 1" Dia Water Service	LF	60		60	-60	0	\$80.00	-\$4,800.00
	37	F&I Casting Water Service	EA	6		6	4	10	\$450.00	\$1,800.00
	38	F&I Insulation 2" Thick	SY	14		14	-14	0	\$50.00	-\$700.00
	39	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200		200	-200	0	\$0.01	-\$2.00
Sanitary Sewer Sub Total										-\$8,574.50
Water Main Sub Total										-\$16,761.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer	40	Remove Pipe All Sizes All Types	LF	825		825	-66.9	758.1	\$30.00	-\$2,007.00
	42	Remove Inlet	EA	18		18	-2	16	\$1,000.00	-\$2,000.00
	43	Connect Pipe to Exist Pipe	EA	12		12	-1	11	\$1,500.00	-\$1,500.00
	49	F&I Pipe w/GB 12" Dia Reinf Conc	LF	420		420	-43.7	376.3	\$120.00	-\$5,244.00
	50	F&I Pipe w/GB 15" Dia Reinf Conc	LF	164		164	-10.5	153.5	\$140.00	-\$1,470.00
	51	F&I Pipe w/GB 18" Dia Reinf Conc	LF	200		200	-24.5	175.5	\$150.00	-\$3,675.00
Paving	52	F&I Pipe w/GB 24" Dia Reinf Conc	LF	55		55	-7	48	\$210.00	-\$1,470.00
	54	Repair Manhole Floor & Invert	EA	1		1	-1	0	\$4,000.00	-\$4,000.00
								<b>Storm Sewer Sub Total</b>	<b>\$21,366.00</b>	
	56	F&I Pavement Mix Wear Course Asph	Ton	80		80	-12.36	67.64	\$175.00	-\$2,163.00
	57	Irrigation Repair	EA	15		15	-13	2	\$930.00	-\$12,090.00
	58	Remove Pavement All Thicknesses All Types	SY	8901		8901	-182.22	8718.78	\$10.00	-\$1,822.20
	59	Remove Curb & Gutter	LF	5400		5400	-105.31	5294.69	\$8.00	-\$842.48
	60	Remove Sidewalk All Thicknesses All Types	SY	2950		2950	-96.73	2853.27	\$10.00	-\$967.30
	61	Remove Driveway All Thicknesses All Types	SY	1350		1350	-4.33	1345.67	\$10.00	-\$43.30
	64	Subgrade Preparation	SY	11100		11100	-178.82	10921.18	\$3.00	-\$536.46
	65	F&I Woven Geotextile	SY	11100		11100	-178.82	10921.18	\$2.00	-\$357.64
	66	F&I Class 5 Agg - 8" Thick	SY	11100		11100	-178.82	10921.18	\$14.00	-\$2,503.48
	67	F&I Edge Drain 4" Dia PVC	LF	5400		5400	-109.1	5290.9	\$12.00	-\$1,309.20

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	68	F&I Curb & Gutter Standard (Type II)	LF	5400		5400	-31	5369	\$27.00	-\$837.00
	69	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4300		4300	-50.6	4249.4	\$100.00	-\$5,060.00
	70	F&I Sidewalk 4" Thick Reinf Conc	SY	2400		2400	37.45	2437.45	\$58.00	\$2,172.10
	71	F&I Sidewalk 6" Thick Reinf Conc	SY	550		550	-439.62	110.38	\$6.60	-\$2,901.49
	72	F&I Driveway 6" Thick Reinf Conc	SY	1200		1200	-129.49	1070.51	\$70.00	-\$9,064.30
	73	F&I Driveway 7" Thick Reinf Conc	SY	200		200	419.63	619.63	\$75.00	\$31,472.25
	74	F&I Det Wam Panels Cast Iron	SF	256		256	-4	252	\$60.00	-\$240.00
	77	Casting to Grade - no Conc	EA	30		30	-2	28	\$600.00	-\$1,200.00
	78	GV Box to Grade - Blvd	EA	6		6	1	7	\$300.00	\$300.00
	79	GV Box to Grade - no Conc	EA	19		19	-1	18	\$600.00	-\$600.00
	80	Boulevard Grading	SY	8350		8350	-1010.58	7339.42	\$3.00	-\$3,031.74
	81	Seeding Type C	SY	8350		8350	1934.82	10284.82	\$2.20	\$4,256.60
	82	Mulching Type 1 Hydro	SY	8350		8350	1934.82	10284.82	\$0.85	\$1,644.60
	83	Inlet Protection - New Inlet	EA	20		20	-2	18	\$250.00	-\$500.00
	84	Inlet Protection - Existing Inlet	EA	30		30	-8	22	\$250.00	-\$2,000.00
	86	Temp Construction Entrance	EA	3		3	-3	0	\$0.01	-\$0.03
	88	Construction Signing	SF	36		36	-36	0	\$15.75	-\$567.00
	90	Remove Tree	EA	3		3	-1	2	\$800.00	-\$800.00
								<b>Paving Sub Total</b>		<b>-\$9,591.07</b>
Signing	91	F&I High Intensity Prismatic	SF	92.8		92.8	3.7	96.5	\$21.00	\$77.70
	92	F&I Diamond Grade Cubed	SF	66.5		66.5	0.46	66.96	\$25.00	\$11.50
	93	F&I Sign Assembly	EA	10		10	-2	8	\$80.00	-\$160.00
	94	F&I Sign Assembly & Anchor	EA	30		30	4	34	\$100.00	\$400.00

Section	Line	Item Description	Unit	Orig		Prev		Tot Cont	Unit Price	C/O Ext
	No			Cont Qty	C/O Qty	Cont Qty	Qty			

Summary.

Source Of Funding

Net Amount Change Order # 4 (\$)   
Previous Change Orders (\$)   
Original Contract Amount (\$)   
Total Contract Amount (\$)


Wastewater Utility, Water utility, Infrastructure Sales Tax, and Special Assessments   
-\$55,963.37   
\$59,108.09   
\$3,413,321.83   
\$3,416,466.55

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

APPROVED

For Contractor

Title

  
Robert Unzueta  
Project Manager

APPROVED DATE

Department Head

Mayor

Attest





## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(24)

Improvement District No. BN-24-B1

Type: Change Order #1

Location: 44<sup>th</sup> St N, north of 40<sup>th</sup> Ave N  
(Cass Hwy 20)

Date of Hearing: 6/16/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/23/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Will Bayuk</u>

The Committee reviewed a communication from Project Manager, Will Bayuk, regarding Change Order #1 in the amount of \$1,650.00 for additional traffic control devices.

Staff is seeking approval of Change Order #1 in the amount of \$1,650.00, which increases the total contract amount to \$9,843,446.56.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #1 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$1,650.00, bringing the total contract amount to \$9,843,446.56 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \_\_\_\_\_ Special Assessments \_\_\_\_\_

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

Tim Mahoney, Mayor  
Nicole Crutchfield, Director of Planning  
Gary Lorenz, Fire Chief  
Brenda Derrig, Assistant City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
Tom Knakmuhs, City Engineer  
Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
Tom Knakmuhs, P.E.  
City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Will Bayuk, PE, Project Manager  
**Date:** June 11, 2025  
**Re:** Improvement District No. BN-24-B1 – Change Order #1

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**Background:**

Improvement District No. BN-24-B1 is for new construction of underground utilities, concrete pavement and incidentals on 44th St North. The project design was completed by a consulting engineer and paid for directly by the developer.

Dakota Underground is the prime contractor on this project.

Change Order #1 is for needed Traffic Control Devices along 45<sup>th</sup> Street North and 40<sup>th</sup> Avenue North (CASS HWY 20) during underground construction and over the winter. No additional days are required to complete the work.

**Recommended Motion:**

Approve CO #1 for in the amount of \$1,650.00.

wrb/klo  
Attachment



CHANGE ORDER REPORT  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-24-B1

ON 44TH STREET NORTH, NORTH OF 40TH AVENUE NORTH (CASS HWY 20)

Change Order No	1	Change Order Date	11/27/2024
Contractor	Dakota Underground Co Inc		

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

EXPLANATION OF CHANGE      Change Order # 1

Additional Traffic Control Devices along 45th St N and 40th Ave N (CASS HWY 20) during construction and over the winter.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	23	Traffic Control - Minor	LS	0	0	0	1	1	\$1,650.00	\$1,650.00
Change Order 1 Sub Total										\$1,650.00

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment

\$1,650.00

\$0.00

\$9,841,796.56

\$9,843,446.56

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

APPROVED

For Contractor

Title

*Eric Odgaard*

Dakota Underground Co.

Project Mngr 20241127

APPROVED DATE

Department Head

Mayor

Attest

*T-Kee*

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(25)

Improvement District No. BN-24-B1

Type: Change Order #2 &amp; Time Extension

Location: 44<sup>th</sup> St N, north of 40<sup>th</sup> Ave N  
(Cass Hwy 20)

Date of Hearing: 6/16/2025

RoutingDate

City Commission

6/23/2025

PWPEC File

X

Project File

Tyler Jacobs

The Committee reviewed a communication from Project Manager, Tyler Jacobs, regarding Change Order #2 in the amount of \$107,837.00 for additional work and a 2-week time extension to the Substantial and Final Completion Dates, bringing them to September 29, 2025 and October 29, 2025.

Staff is seeking approval of Change Order #2 in the amount of \$107,837.00, which increases the total contract amount to \$9,951,283.56 and the time extension as described above.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #2 and the associated time extension to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$107,837.00, bringing the total contract amount to \$9,843,446.56, and the associated 2-week time extension bringing the Substantial Completion Date to September 29, 2025 and the Final Completion Date to October 29, 2025 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Special Assessments

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Ryan Erickson

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

Tom Knakmuhs, City Engineer

☒☒☐

Susan Thompson, Finance Director

☐☐☐

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.  
City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Tyler Jacobs, Project Manager  
**Date:** June 11, 2025  
**Re:** Improvement District No. BN-24-B1 – Change Order #2 & Time Extension

---

### **Background:**

Improvement District No. BN-24-B1 is for new construction of underground utilities, concrete pavement and incidentals on 44th Street North. The project design was completed by a Consulting Engineer and paid for directly by the Developer.

Dakota Underground is the Prime Contractor on this project.

Change Order #2 is to Change Lighting Standard Type A from TB1-17 to TB1-20. Also included are additional Earthwork Quantities for Topsoil Stripping, Excavation, Fill-Haul, and Topsoil Spread to grade the Utility Easement that wasn't accounted for in the original design.

Dakota Underground is also requesting 2 additional weeks to complete this work. Adding an Interim Completion Date of September 15, 2025, which includes the following item; complete roadway section and driveways to allow access to adjacent commercial properties from Sta. 0+00 to 11+00. This time extension moves the Substantial Completion Date to September 29, 2025 and the Final Completion Date to October 29, 2025, for the remaining work.

The additional cost will be special assessed to the benefitting properties.

### **Recommended Motion:**

Approve Change Order #2 in the amount of \$107,837.00 and the associated time extension to the Substantial and Final Completion Dates to Dakota Underground.

TMJ/klb  
Attachment

**CHANGE ORDER REPORT**  
**NEW PAVING AND UTILITY CONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BN-24-B1**  
**ON 44TH STREET NORTH, NORTH OF 40TH AVENUE NORTH (CASS HWY 20)**

**Change Order No** 2 **Change Order Date** 5/27/2025  
**Contractor** Dakota Underground Co Inc

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

**EXPLANATION OF CHANGE** Change Order # 2

Change Lighting Standard Type A from TB1-17 to TB1-20. Also included are additional Earthwork Quantities for Topsoil Stripping, Excavation, Fill-Haul, and Topsoil Spread to grade the Utility Easement that was not accounted for in the original design. Dakota is also requesting 2 additional weeks to complete this work. Adding an Interim completion date of September 15, 2025 which includes the following items, complete roadway section and driveways to allow access to adjacent commercial properties from Sta. 0+00 to 11+00. Moving the Substantial Completion date to September 29, 2025 and Final Completion date to October 29, 2025 for the remaining work.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	24	F&I Light Standard Type A	EA	0		0	20	20	\$3,436.00	\$68,720.00
Paving	75	Topsoil - Strip	CY	40925		40925	3829	44754	\$2.00	\$7,658.00
	76	Topsoil - Spread	CY	27500		27500	1436	28936	\$4.00	\$5,744.00
	77	Fill - Haul	CY	46800		46800	12434	59234	\$5.00	\$62,170.00
	79	Excavation	CY	73500		73500	5309	78809	\$5.00	\$26,545.00
								<b>Paving Sub Total</b>	<b>\$102,117.00</b>	
Street Lights	107	F&I Light Standard Type A	EA	20		20	-20	0	\$3,150.00	-\$63,000.00
								<b>Street Lights Sub Total</b>	<b>-\$63,000.00</b>	

Summary.

Source Of Funding	Special Assessment
Net Amount Change Order # 2 (\$)	\$107,837.00
Previous Change Orders (\$)	\$1,650.00
Original Contract Amount (\$)	\$9,841,796.56
Total Contract Amount (\$)	\$9,951,283.56

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
9/15/2025	10/15/2025
Additional Days Substantial Completion	Additional Days Final Completion
14	14
New Substantial Completion Date	New Final Completion Date
9/29/2025	10/29/2025
Interim Completion Dates	



APPROVED  
For Contractor  
Title

*Jared Heller*  
Dakota Underground Company  
Project Manager

APPROVED DATE  
Department Head  
Mayor  
Attest

*THC*

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(26)

Improvement District No. PR-24-H1 Type: Negative Final Balancing Change Order #1

Location: 19<sup>th</sup> Ave S, from 42<sup>nd</sup> – 39<sup>th</sup> St  
 39<sup>th</sup> St S, from 19<sup>th</sup> – 17<sup>th</sup> Ave  
 40<sup>th</sup> St S, from 19<sup>th</sup> – 20<sup>th</sup> Ave

Date of Hearing: 6/16/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/23/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Aaron Edgar</u>

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, related to Negative Final Balancing Change Order #1 in the amount of \$-53,617.01, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of \$-53,617.01, bringing the total contract amount to \$1,536,373.39.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-53,617.01, bringing the total contract amount to \$1,536,373.39 to Northern Improvement.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Ryan Erickson

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Aaron Edgar, Project Manager  
**Date:** June 11, 2025  
**Re:** Improvement District No. PR-24-H1 – Negative Final Balancing Change Order #1

---

**Background:**

Improvement District No. PR-24-H1 is on 19<sup>th</sup> Avenue South from 42<sup>nd</sup> Street to 39<sup>th</sup> Street, on 39<sup>th</sup> Street South from 19<sup>th</sup> Avenue to 17<sup>th</sup> Avenue, and on 40<sup>th</sup> Street South from 19<sup>th</sup> Avenue to 20<sup>th</sup> Avenue.

Northern Improvement is the Prime Contractor on this project.

Negative Final Balancing Change Order #1 in the amount of -\$53,617.01. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 1,589,990.40
FBCO #1	\$ -53,617.01
<b>Total Contract:</b>	<b>\$ 1,536,373.39</b>

**Recommended Motion:**

Approve Negative Final Balancing Change Order #1 in the amount of -\$53,617.01.

Attachment



**CHANGE ORDER REPORT**  
**ASPHALT PAVING REHAB/RECONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. PR-24-H1**

ON 19TH AVENUE SOUTH FROM 42ND STREET TO 39TH STREET, ON 39TH STREET  
 SOUTH FROM 19TH AVENUE TO 17TH AVENUE, AND ON 40TH STREET SOUTH FROM  
 19TH AVENUE TO 20TH AVENUE.

Final Balancing  
Change Order

Change Order No 1 Change Order Date 6/6/2025  
 Contractor Northern Improvement Co

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

**EXPLANATION OF CHANGE** Change Order # 1  
 Final Balancing Change Order.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	1	Remove Pavement All Thicknesses All Types	SY	13170		13170	-155	13015	\$5.50	-\$852.50
	2	Remove Curb & Gutter	LF	7255		7255	-110	7145	\$4.00	-\$440.00
	3	Remove Sidewalk All Thicknesses All Types	SY	150		150	5	155	\$20.50	\$102.50
	4	Remove Driveway All Thicknesses All Types	SY	879.9999999999999		879.9999999999999	186.1	1066.1	\$14.50	\$2,698.45
	5	Rem & Repl Casting - Inlet	EA	14		14	-4	10	\$985.00	-\$3,940.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	9	Casting to Grade - no Conc	EA	20			-3	17	\$615.00	-\$1,845.00
	11	GV Box to Grade - no Conc	EA	2			-1	1	\$265.00	-\$265.00
	12	Subgrade Preparation	SY	16030			-279	15751	\$5.75	-\$1,604.25
	13	F&I Woven Geotextile	SY	16030			-279	15751	\$1.60	-\$446.40
	14	F&I Class 5 Agg - 8" Thick	SY	16030			-279	15751	\$9.65	-\$2,692.35
	15	F&I Edge Drain 4" Dia PVC	LF	7180			-101	7079	\$8.25	-\$833.25
	16	Connect Pipe to Exist Structure	EA	21			-1	20	\$200.00	-\$200.00
	17	F&I Curb & Gutter Standard (Type II)	LF	7180			-101	7079	\$22.50	-\$2,272.50
	18	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	7100			-694.13	6405.87	\$81.25	-\$56,398.06
	19	F&I Sidewalk 4" Thick Reinf Conc	SY	100			15	115	\$83.50	\$1,252.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	20	F&I Sidewalk 6" Thick Reinf Conc	SY	70			70	40	\$95.00	-\$2,850.00
	21	F&I Driveway 7" Thick Reinf Conc	SY	879.9999999999999	879.9999999999999		186.1	1066.1	\$85.50	\$15,911.55
	22	F&I Det Wam Panels Cast Iron	SF	120			120	96	\$47.50	-\$1,140.00
	23	Boulevard Grading	SY	4500			4500	4160	\$5.50	-\$1,870.00
	24	Seeding Type C	SY	4500			4500	4831	\$2.10	\$695.10
	25	Mulching Type 1 Hydro	SY	4500			4500	4831	\$1.00	\$331.00
	28	Temp Construction Entrance	EA	4			4	1	\$815.00	-\$2,445.00
	30	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1			1	0	\$1,075.00	-\$1,075.00
	31	F&I Traffic Surface Gravel	Ton	120			120	40	\$50.00	-\$4,000.00
	33	Irrigation Repair	EA	13			13	15	\$785.00	\$1,570.00
								<b>Paving Sub Total</b>		<b>-\$62,608.21</b>
Pavement Marking	34	Paint Epoxy Line 4" Wide	LF	666			666	626	\$8.40	-\$336.00
	35	Paint Epoxy Line 8" Wide	LF	80			80	134	\$16.80	\$907.20

[illegible]

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Street Sales Tax and Special Assessments

-\$53,617.01

\$0.00

\$1,589,990.40


\$1,536,373.39

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

APPROVED

For Contractor

Title

  
VICKI PASSOLUNGI

APPROVED DATE

Department Head

Mayor

Attest







(27)

**Engineering Department**

225 4<sup>th</sup> Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: [feng@FargoND.gov](mailto:feng@FargoND.gov)

[www.FargoND.gov](http://www.FargoND.gov)

June 18, 2025

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-25-E1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, June 18, 2025, for New Paving and Utility Construction, Improvement District No. BN-25-E1, located as follows: Selkirk Place 3rd Addition.

The bids were as follows:

Dakota Underground Co Inc	\$6,399,043.71
Northern Improvement Co	\$6,824,985.30
Dirt Dynamics	\$6,835,910.90
J.R. Ferche Inc	\$7,978,838.45
Park Construction Company	\$8,077,565.30
Engineers Estimate	\$6,831,796.30

Private financial security is not needed.

11 protests were received amounting to 1% of the Improvement District.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$6,399,043.71 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer

**Engineer's Statement Of Cost**  
**Improvement District # BN-25-E1**  
**New Paving And Utility Construction**

Selkirk Place 3rd Addition

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

NOW THEREFORE 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:

New Paving and Utility Construction Improvement District # BN-25-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>67th Ave S - Sanitary Sewer</b>					
1	F&I Manhole GB	EA	2.00	4,650.00	9,300.00
2	F&I Manhole 4' Dia Reinf Conc	EA	2.00	5,600.00	11,200.00
3	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	321.77	0.01	3.22
4	F&I Pipe SDR 26 - 8" Dia PVC	LF	321.77	40.00	12,870.80
67th Ave S - Sanitary Sewer Total					<b>33,374.02</b>
<b>67th Ave S - Cass Rural Water</b>					
5	F&I Fittings C153 Ductile Iron	LB	880.00	17.20	15,136.00
6	F&I Hydrant	EA	2.00	6,900.00	13,800.00
7	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	317.00	0.01	3.17
8	Connect Pipe to Exist Pipe	EA	2.00	1,000.00	2,000.00
9	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	8.50	35.00	297.50
10	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,390.00	70.00	97,300.00
11	F&I Gate Valve 6" Dia	EA	2.00	2,300.00	4,600.00
12	F&I Gate Valve 12" Dia	EA	4.00	5,400.00	21,600.00
13	F&I Hydrant Ext. 6" High	EA	1.00	1,150.00	1,150.00
14	F&I Hydrant Ext. 12" High	EA	1.00	1,220.00	1,220.00
15	F&I Hydrant Ext. 18" High	EA	1.00	1,400.00	1,400.00
67th Ave S - Cass Rural Water Total					<b>158,506.67</b>
<b>67th Ave S - Storm Sewer</b>					
16	Repair Manhole Floor & Invert	EA	1.00	1,500.00	1,500.00
17	Modify Manhole	EA	3.00	2,000.00	6,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
18	F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,200.00	6,400.00
19	F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	2,900.00	17,400.00
20	Connect Pipe to Exist Structure	EA	4.00	1,000.00	4,000.00
21	F&I Pipe 15" Dia	LF	555.00	40.00	22,200.00
22	F&I Pipe w/GB 15" Dia	LF	93.00	69.00	6,417.00
23	F&I Rip Rap Rock	CY	75.00	125.00	9,375.00
67th Ave S - Storm Sewer Total					<b>73,292.00</b>
<b>67th Ave S - Paving</b>					
24	Remove Pavement All Thicknesses All Types	SY	123.00	15.00	1,845.00
25	F&I Box Culvert End Section 8'x8' Wide Reinf Conc	EA	4.00	22,000.00	88,000.00
26	F&I Box Culvert 8'x8' Wide Reinf Conc	LF	242.00	2,000.00	484,000.00
27	Topsoil - Strip	CY	2,450.00	2.00	4,900.00
28	Topsoil - Spread	CY	1,680.00	4.00	6,720.00
29	Fill - Haul	CY	8,882.00	5.00	44,410.00
30	Excavation	CY	853.00	4.00	3,412.00
31	Subcut	CY	610.00	5.00	3,050.00
32	Subgrade Preparation	SY	6,483.00	1.50	9,724.50
33	F&I Woven Geotextile	SY	5,664.00	1.70	9,628.80
34	F&I Class 5 Agg - 8" Thick	SY	5,664.00	12.00	67,968.00
35	F&I Edge Drain 4" Dia PVC	LF	3,292.00	8.00	26,336.00
36	F&I Curb & Gutter Standard (Type II)	LF	3,166.00	26.00	82,316.00
37	Remove Curb & Gutter	LF	254.00	8.00	2,032.00
38	F&I Sidewalk 4" Thick Reinf Conc	SY	716.00	65.00	46,540.00
39	F&I Sidewalk 6" Thick Reinf Conc	SY	15.00	80.00	1,200.00
40	Remove Sidewalk All Thicknesses All Types	SY	20.00	20.00	400.00
41	F&I Shared Use Path 5" Thick Reinf Conc	SY	1,553.00	69.00	107,157.00
42	F&I Shared Use Path 6" Thick Reinf Conc	SY	40.00	88.00	3,520.00
43	F&I Det Warn Panels Cast Iron	SF	144.00	60.00	8,640.00
44	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,069.00	80.00	165,520.00
45	Casting to Grade - Blvd	EA	2.00	400.00	800.00
46	Casting to Grade - no Conc	EA	2.00	800.00	1,600.00
47	GV Box to Grade - Blvd	EA	6.00	250.00	1,500.00
48	Mulching Type 1 Hydro	SY	958.00	0.52	498.16
49	Seeding Type C	SY	958.00	0.40	383.20
50	Inlet Protection - New Inlet	EA	6.00	200.00	1,200.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	Inlet Protection - Existing Inlet	EA	12.00	200.00	2,400.00
67th Ave S - Paving Total					<b>1,175,700.66</b>
<b>67th Ave S - Street Lights</b>					
52	F&I Feed Point	EA	0.25	15,750.00	3,937.50
53	F&I Base 5' Deep Reinf Conc	EA	8.00	780.00	6,240.00
54	F&I Conductor #6 USE Cu	LF	4,044.00	1.55	6,268.20
55	F&I Innerduct 1.5" Dia	LF	1,376.00	8.40	11,558.40
56	F&I Luminaire Type A	EA	8.00	315.00	2,520.00
57	F&I Light Standard Type A	EA	8.00	2,800.00	22,400.00
67th Ave S - Street Lights Total					<b>52,924.10</b>
<b>67th Ave S - Signing</b>					
58	F&I Sign Assembly	EA	2.00	42.00	84.00
59	F&I Sign Assembly & Anchor	EA	2.00	220.00	440.00
60	F&I Diamond Grade Cubed	SF	25.00	11.25	281.25
61	F&I High Intensity Prismatic	SF	25.00	9.60	240.00
62	F&I Barricade Type III	EA	2.00	715.00	1,430.00
67th Ave S - Signing Total					<b>2,475.25</b>
<b>Sanitary Sewer</b>					
63	F&I Manhole GB	EA	15.00	4,350.00	65,250.00
64	F&I Manhole 4' Dia Reinf Conc	EA	15.00	5,400.00	81,000.00
65	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	5,118.00	0.01	51.18
66	Connect Pipe to Exist Pipe	EA	2.00	1,000.00	2,000.00
67	F&I Pipe SDR 26 - 6" Dia PVC	LF	7,384.00	27.00	199,368.00
68	F&I Pipe SDR 26 - 8" Dia PVC	LF	2,964.00	40.00	118,560.00
69	F&I Pipe SDR 35 - 10" Dia PVC	LF	2,154.00	45.00	96,930.00
70	Connect Sewer Service	EA	142.00	550.00	78,100.00
Sanitary Sewer Total					<b>641,259.18</b>
<b>Cass Rural Water</b>					
71	F&I Fittings C153 Ductile Iron	LB	953.00	13.00	12,389.00
72	F&I Hydrant	EA	7.00	6,900.00	48,300.00
73	Connect Pipe to Exist Pipe	EA	3.00	1,000.00	3,000.00
74	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	67.00	35.00	2,345.00
75	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	5,094.00	38.00	193,572.00
76	F&I Gate Valve 6" Dia	EA	7.00	2,300.00	16,100.00
77	F&I Gate Valve 8" Dia	EA	11.00	3,300.00	36,300.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
78	F&I Hydrant Ext. 6" High	EA	1.00	1,150.00	1,150.00
79	F&I Hydrant Ext. 12" High	EA	1.00	1,220.00	1,220.00
80	F&I Hydrant Ext. 18" High	EA	1.00	1,400.00	1,400.00
81	F&I Pipe 1" Dia Water Service	LF	6,880.00	18.00	123,840.00
82	F&I CS & Box 1" Dia	EA	142.00	680.00	96,560.00
83	Connect Water Service	EA	142.00	395.00	56,090.00
Cass Rural Water Total					<b>592,266.00</b>
<b>Storm Sewer</b>					
84	Repair Manhole Floor & Invert	EA	1.00	1,500.00	1,500.00
85	F&I Manhole 4' Dia Reinf Conc	EA	11.00	3,375.00	37,125.00
86	F&I Manhole 5' Dia Reinf Conc	EA	5.00	4,800.00	24,000.00
87	F&I Manhole 6' Dia Reinf Conc	EA	3.00	7,775.00	23,325.00
88	F&I Inlet - Single Box (SBI) Reinf Conc	EA	28.00	2,750.00	77,000.00
89	F&I Inlet - Round (RDI) Reinf Conc	EA	20.00	1,700.00	34,000.00
90	Connect Pipe to Exist Pipe	EA	3.00	500.00	1,500.00
91	Connect Pipe to Exist Structure	EA	3.00	1,500.00	4,500.00
92	F&I Pipe 12" Dia	LF	2,753.00	37.00	101,861.00
93	F&I Pipe 15" Dia	LF	2,131.00	50.00	106,550.00
94	F&I Pipe 18" Dia	LF	136.00	55.00	7,480.00
95	F&I Pipe 27" Dia	LF	178.00	82.00	14,596.00
96	F&I Pipe 33" Dia	LF	271.00	110.00	29,810.00
97	F&I Pipe 36" Dia	LF	310.00	122.00	37,820.00
98	F&I Pipe 42" Dia	LF	548.00	170.00	93,160.00
99	F&I Pipe w/GB 15" Dia	LF	503.00	64.00	32,192.00
Storm Sewer Total					<b>626,419.00</b>
<b>Paving</b>					
100	F&I Mailbox Pad	EA	7.00	550.00	3,850.00
101	Topsoil - Strip	CY	41,545.00	2.00	83,090.00
102	Topsoil - Spread	CY	22,295.00	3.00	66,885.00
103	Fill - Haul	CY	16,808.00	5.00	84,040.00
104	Site Grading	LS	1.00	16,500.00	16,500.00
105	Excavation	CY	1,993.00	4.00	7,972.00
106	Subcut	CY	1,093.00	5.00	5,465.00
107	Subgrade Preparation	SY	18,866.00	1.50	28,299.00
108	F&I Woven Geotextile	SY	18,866.00	1.70	32,072.20

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
109	F&I Class 5 Agg - 8" Thick	SY	18,866.00	12.00	226,392.00
110	F&I Edge Drain 4" Dia PVC	LF	9,527.00	8.00	76,216.00
111	F&I Curb & Gutter Mountable (Type I)	LF	9,527.00	24.00	228,648.00
112	F&I Pavement 7" Thick Reinf Conc	SY	105.00	95.00	9,975.00
113	F&I Sidewalk 4" Thick Reinf Conc	SY	488.00	67.00	32,696.00
114	F&I Sidewalk 6" Thick Reinf Conc	SY	64.00	80.00	5,120.00
115	F&I Shared Use Path 5" Thick Reinf Conc	SY	1,459.00	69.00	100,671.00
116	F&I Shared Use Path 6" Thick Reinf Conc	SY	37.00	88.00	3,256.00
117	F&I Det Warn Panels Cast Iron	SF	264.00	60.00	15,840.00
118	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	5,129.00	80.00	410,320.00
119	Casting to Grade - Blvd	EA	13.00	400.00	5,200.00
120	Casting to Grade - no Conc	EA	15.00	800.00	12,000.00
121	GV Box to Grade - Blvd	EA	7.00	250.00	1,750.00
122	GV Box to Grade - no Conc	EA	11.00	800.00	8,800.00
123	Mulching Type 1 Hydro	SY	13,981.00	0.52	7,270.12
124	Seeding Type C	SY	13,981.00	0.40	5,592.40
125	Stormwater Management	LS	1.00	10,000.00	10,000.00
126	Temp Construction Entrance	EA	3.00	0.01	0.03
127	Inlet Protection - New Inlet	EA	44.00	200.00	8,800.00
128	Inlet Protection - Existing Inlet	EA	2.00	200.00	400.00
Paving Total					<b>1,497,119.75</b>

**Street Lights**

129	F&I Feed Point	EA	0.75	15,750.00	11,812.50
130	F&I Base 5' Deep Reinf Conc	EA	30.00	780.00	23,400.00
131	F&I Conductor #6 USE Cu	LF	13,512.00	1.55	20,943.60
132	F&I Innerduct 1.5" Dia	LF	5,712.00	8.40	47,980.80
133	F&I Luminaire Type A	EA	30.00	315.00	9,450.00
134	F&I Pull Box	EA	3.00	1,900.00	5,700.00
135	F&I Light Standard Type A	EA	30.00	2,800.00	84,000.00
Street Lights Total					<b>203,286.90</b>

**Signing**

136	F&I Sign Assembly	EA	9.00	42.00	378.00
137	Relocate Sign Assembly	EA	2.00	315.00	630.00
138	F&I Sign Assembly & Anchor	EA	29.00	220.00	6,380.00
139	F&I Diamond Grade Cubed	SF	84.00	11.25	945.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
140	F&I High Intensity Prismatic	SF	81.80	9.60	785.28
141	F&I Barricade Type III	EA	7.00	715.00	5,005.00
Signing Total					<b>14,123.28</b>

**LOMR - Developer Funded**

142	Topsoil - Strip	CY	13,200.00	2.00	26,400.00
143	Topsoil - Spread	CY	6,600.00	3.00	19,800.00
144	Topsoil - Haul	CY	6,600.00	3.00	19,800.00
145	Fill - Haul	CY	15,900.00	7.00	111,300.00
LOMR - Developer Funded Total					<b>177,300.00</b>

**Regional Detention**

146	F&I Manhole Type E Reinf Conc	EA	1.00	42,000.00	42,000.00
147	F&I Pipe 72" Dia Reinf Conc	LF	659.00	400.00	263,600.00
148	F&I Rip Rap Rock	CY	685.00	155.00	106,175.00
149	F&I Flared End Section 72" Dia Reinf Conc	EA	1.00	9,000.00	9,000.00
150	Topsoil - Strip	CY	7,900.00	2.00	15,800.00
151	Topsoil - Spread	CY	3,560.00	3.00	10,680.00
152	Fill - Haul	CY	2,742.00	5.00	13,710.00
153	Excavation	CY	31,576.00	5.00	157,880.00
154	Mulching Type 1 Hydro	SY	34,470.00	0.52	17,924.40
155	Seeding Type B	SY	8,440.00	0.40	3,376.00
156	Seeding Type C	SY	26,030.00	0.40	10,412.00
157	F&I Erosion Control Blanket Type 3	SY	9,410.00	2.45	23,054.50
158	Sediment Control Log 6" to 8" Dia	LF	5,895.00	3.00	17,685.00
159	F&I Turf Reinf Mat Type 2	SY	2,400.00	78.00	187,200.00
160	F&I Slope Protection 5" Thick Reinf Conc	SY	232.00	130.00	30,160.00
161	F&I Inlet - Special (SPI) Reinf Conc	EA	1.00	2,200.00	2,200.00
Regional Detention Total					<b>910,856.90</b>

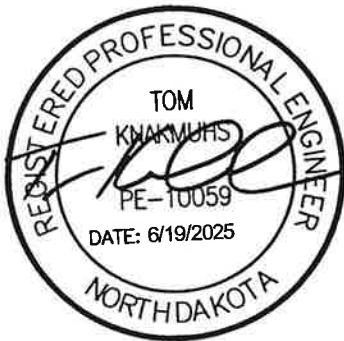
**Bike Trail**

162	Topsoil - Strip	CY	615.00	2.00	1,230.00
163	Topsoil - Spread	CY	50.00	5.00	250.00
164	Fill - Haul	CY	210.00	5.00	1,050.00
165	Excavation	CY	215.00	5.00	1,075.00
166	Subgrade Preparation	SY	3,680.00	1.50	5,520.00
167	F&I Shared Use Path 5" Thick Reinf Conc	SY	3,345.00	69.00	230,805.00
168	Mulching Type 1 Hydro	SY	100.00	1.05	105.00



Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
169	Seeding Type B	SY	100.00	1.05	105.00
Bike Trail Total					240,140.00
<b>Total Construction in \$</b>					<b>6,399,043.71</b>
Engineering		9.83%	629,266.37		
Admin		3.89%	248,869.76		
Legal		2.92%	186,652.32		
Interest		3.89%	248,869.76		
Contingency		4.86%	311,087.19		
<b>Total Estimated Costs</b>			<b>8,023,789.11</b>		
Special Assessments			6,893,423.54		
Developer Funded			184,392.00		
Cass Rural WUD Funds			945,973.57		
<b>Unfunded Costs</b>			<b>0.00</b>		

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



Thomas Knakmuhs, P.E.  
City Engineer



**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BN-25-E  
NEW PAVING AND UTILITY CONSTRUCTION  
Determining Insufficiency of Protests**

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

**WHEREAS**, The Board of City Commissioners of the City of Fargo, North Dakota (the "Board"), has created by resolution Improvement District No. BN-25-E (the "Improvement District") in the City of Fargo, North Dakota (the "City"), as required by North Dakota Century Code, Chapter 40-22 (the "Act"); and

**WHEREAS**, the Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered, as required by the Act; and

**WHEREAS**, the City has caused the resolution of necessity for the project relating to the Improvement District (the "Resolution") to be published once each week for two consecutive weeks in the official newspaper of the City, as required by the Act; and

**WHEREAS**, the Act provides that, if within thirty days after the first publication of the Resolution the owners of any property within the Improvement District file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said Resolution, the Board, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof; and

**WHEREAS**, thirty days have passed since the date of the first publication of the Resolution and the time for filing protests has expired;

**NOW THEREFORE BE IT RESOLVED**, that the Board hereby finds that the written protests received are insufficient to bar any of the proceedings relating to the project in the Improvement District.

**C E R T I F I C A T E**

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

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 the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 23<sup>rd</sup> day of June, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 23<sup>rd</sup> day of June, 2025.

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

(SEAL)



**FINANCE OFFICE**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Board of Commissioners

**FROM:** Susan Thompson, Director of Finance

**RE:** FAHR Staff meeting – Items for Commission Review/Approval

**DATE:** June 23, 2025

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

**Award & Budget Adjustments**  
**Other Financial Considerations**



## FAHR Staff Meeting

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**Location:** Meadowlark Room – Microsoft Teams

**Date:** June 16th, 2025

**Time:** 9:00AM

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### WELCOME

#### I. NEW BUSINESS:

- |   |       |
|---|-------|
| A. General Fund – Budget to Actual through May 31, 2025                           | 1     |
| B. Finance – Prairie Public Contract update                                       | 2-3   |
| Finance - Capital Asset Policy  | 4-13  |
| C. Facilities Management – EV Charging Rate Change                                | 14    |
| D. Fargo Cass Public Health – HR Nursing Hire request                             | 15    |
| E. Engineering – Engineering Services at former Mid America Steel Site (MS-25-A0) | 16-41 |

#### II. BUDGET ADJUSTMENTS:

- |                             |       |
|-----------------------------|-------|
| 1. Red River Valley S.W.A.T | 42-43 |
| 2. Fire Department          | 44-45 |

#### III. ADJOURN:

- Next Meeting: June 30<sup>th</sup>, 2025

City of Fargo, North Dakota  
**General Fund - Budget to Actual**  
 Unaudited Monthly Financial Statements - May 31, 2025  
 Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
<b>REVENUES:</b>			
<b>1</b> Taxes	\$ 43,037	\$ 43,118	\$ 80
<b>2</b> Licenses & Permits	2,484	2,132	(351)
<b>3</b> Intergovernmental Revenue	8,764	7,946	(818)
<b>4</b> Charges for Services	4,063	3,988	(75)
<b>5</b> Fines & Traffic Tickets	685	673	(12)
<b>6</b> Interest	3,125	3,040	(85)
<b>7</b> Miscellaneous Revenue	280	419	139
<b>8</b> Transfers In	7,258	6,977	(282)
<b>Total Revenues</b>	<b>\$ 69,696</b>	<b>\$ 68,293</b>	<b>\$ (1,404)</b>
<b>EXPENDITURES:</b>			
<b>9</b> General Government	\$ 13,106	\$ 12,844	\$ 262
<b>10</b> Public Safety	22,212	20,763	1,449
<b>11</b> Public Works	6,320	5,942	378
<b>12</b> Health & Welfare	6,452	6,336	116
<b>13</b> Culture & Recreation	2,391	2,275	116
<b>14</b> Economic Development	104	391	(288)
<b>15</b> General Support	603	472	131
<b>16</b> Capital Outlay	45	95	(51)
<b>17</b> Operating Transfers	1,772	1,986	(214)
<b>18</b> Contingency (Salary Savings)	(781)	11	(792)
<b>Total Expenditures</b>	<b>\$ 52,224</b>	<b>\$ 51,115</b>	<b>\$ 1,109</b>
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 17,472</b>	<b>\$ 17,178</b>	<b>\$ (294)</b>

- 2** Timing with Health License renewals.
- 3** Highway Funds & State Aid below budget; timing with Grant Revenues (offset with lower Exp).
- 10** Lower FT labor for Police & Fire.
- 14** Budget error: budget excluded final payment of NDSCS pledge.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.



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225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Board of Commissioners

**FROM:** Susan Thompson, Director of Finance

**RE:** Prairie Public Lease

**DATE:** June 19, 2025

Due to construction delays, Prairie Public would like to continue their lease of space in the old City Hall offices through July 2025. The original lease called for two extensions which have been exercised. In October 2024, the Commission approved an amendment to extend the lease at the original terms through June 2025. A summary of the current terms is included.

**Suggested Motion:**

Approve a lease extension at the current terms, direct the City Attorney to prepare an amendment document, and authorize the Mayor to sign the amendment to the Prairie Public office space lease to extend the lease at the current terms through July 31, 2025.

**Prairie Public Office Space Lease:**

The terms of the short-term lease agreement are as follows:

- **Term:** An initial 6-month term, with two 3-month options to extend the lease agreement. Either party may terminate the agreement with a 30-day written notice.
- **Rent:** \$8.00 per square foot, amounting to \$966.67 monthly in the initial 6-month term, with an escalator built into the extension options.
- **Common Area Maintenance (CAM):** \$400 per month, amounting to \$2,400 for the initial 6-month term for expenses outlined in the agreement.
- **Parking:** No on-site parking will be provided.
- **Insurance:** Public liability and casualty insurance to be maintained for the premises by the Lessee and Lessor, respectively.
- **Subletting:** No subletting of the leased premises will be permitted.

**Section 2.1. Rent.**

2.1.1. Lessee shall pay fixed minimum rent in accordance with the following terms:

The base rent shall be \$8.00 per square foot for the subject property. Said rent shall be paid in equal monthly installments.

2.1.2. If Lessor and Lessee have agreed to extend this Lease, any additional months the base rent described in paragraph 2.1.1. above, shall be adjusted by \$500 per month, until Lessee vacates the Leased Premises.

2.1.3 Additional payment for common area maintenance. In addition to the minimum rent as described, Lessee covenants and agrees to pay to Lessor the sum of \$400 per month to cover the expenses borne by Lessor for common area maintenance (CAM payment). In lieu of a calculated proration of such expenses to be shared between Lessee and other tenants, the parties agree upon said stipulated sum for

such expenses. These expenses include, but are not limited to real estate taxes and special assessments, property management fees, snow removal, grounds maintenance, common area cleaning and janitorial services, sprinkling and alarm, repair, maintenance of building and fixtures (other than structural repairs which are Lessor's obligation, as stated in 3.1.1, below), repair and maintenance, water, electricity, utilities, garbage, property and liability insurance.

2.1.4 Fixed minimum rent and the monthly CAM payment shall be payable in advance on the first day of each month. The covenant of the Lessee to pay the base fixed minimum rent and the CAM payment are each independent of any other covenants, conditions, provisions or agreements contained in this Lease.

Original Lease: 6 months                      November 2023 - April 2024

Monthly Rental	966.67
Monthly CAM	400.00
	<b>1366.67</b>

Extensions Requested: 6 months                      May 2024 - October 2024

Monthly Rental	966.67
Extension Escalator	500.00
Monthly CAM	400.00
	<b>1866.67</b>



## **CAPITAL ASSET POLICY**

## INTRODUCTION

The City of Fargo is required to follow Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*. Statement No. 34 established new financial reporting requirements for state and local governments throughout the United States. Statement No. 34 created new information and restructured much of the information that the City of Fargo had presented in its annual reports prior to implementation. The intent of those new requirements was to make annual reports more comprehensive and easier to understand and use.

Two key components of Statement No. 34 required governments to report capital assets and the capital assets depreciation over their estimated useful lives. Though the City has informally followed a policy since the introduction of the new standards, it is necessary for the City to formally develop and implement a Capital Asset Policy that meets the financial statement reporting requirements.

While the Capital Asset Policy is not all encompassing, it will provide guidance for the City to meet the reporting requirements, i.e., meeting the primary objective of financial reporting as it pertains to valuation, allocation, presentation and disclosure; therefore, this policy will not be used for property control purposes.



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## **CITY OF FARGO CAPITAL ASSET POLICY**

### **Purpose**

It is the policy of the City of Fargo to maintain appropriate procedures regarding the procurement, management, and disposal of all capital assets in accordance with Governmental Accounting Standards Board Statement No. 34, 51, 87, and 96. This Capital Assets Policy establishes criteria for reporting capital assets within the City's financial statements in order to provide users with consistent and comparable information for the current and all future fiscal periods.

### **Section I: Define Capital Assets and Capitalization Thresholds**

Capital assets are reported in the applicable governmental or business-type activities columns in the City's government-wide financial statements.

A capital asset is real or personal property used in operations which has an individual value equal to or greater than the capitalization threshold and has an estimated useful life greater than one year. For financial reporting purposes only, the City uses a threshold of \$10,000; applicable to all asset classes.

### **Section II: Reporting Capital Assets**

Capital assets are reported at their historical cost. The historical cost of a capital asset should include the cost of the asset itself and the following:

- Ancillary charges necessary to place the asset into its intended location (e.g., freight charges)
- Ancillary charges necessary to place the asset into its intended condition for use (e.g., installation and site preparation charges)

A cost should only be capitalized if it is (1) directly identifiable with a specific asset and (2) only if it is incurred after the acquisition of the related asset has come to be considered probable (i.e., "likely to occur"). For example, a study to determine the best location for a building or a feasibly study would not be capitalized while legal costs to acquire property would be capitalized.

The historical cost of a capital asset should include the cost of any subsequent additions or improvements, but exclude the cost of repairs and maintenance. An addition or improvement, unlike a repair, either enhances a capital asset's functionality (effectiveness or efficiency), or it extends a capital asset's expected useful life. For example, reconstructing a road or adding a new lane constitutes an addition (a cost that would be capitalized).

In the event the historical cost of a capital asset is not practically determinable, it will be necessary to record an estimated historical cost of the asset using alternative methods. Alternative methods include standard costing and normal costing. Standard costing estimates the historical cost of a capital asset by establishing the average cost of obtaining the same or a

similar asset at the time of acquisition. Normal costing estimates historical cost based on the current cost to either reproduce or replace the capital asset, indexed by a reciprocal factor from the estimated acquisition date, i.e., taking the value of acquiring the asset new today and then discounting that amount by an appropriate inflation factor back to the date of acquisition.

Assets that the City purchases at a nominal amount or are given by another party are to be recorded as donations rather than using the actual nominal cost to the City. Donated capital assets should be reported at their estimated fair value at the time of acquisition plus ancillary charges, if any. Fair value is the amount at which an asset could be exchanged in a current transfer at arm's length between willing parties, other than in a forced or liquidation sale. For assets that do not have easily obtainable fair market values, the City should use the amount it would cost them to purchase or contract the asset in question. Donations are defined as any item of value given to the City by a donor who expects nothing significant of value in return, other than recognition and disposition of the gift in accordance with the donor's wishes. A donation may be in the form of cash, service, product, food or accommodations.

### **Section III: Major Asset Classes**

Governments commonly report seven or more major classes of capital assets:

#### **1. Land**

Land is generally characterized by an indefinite useful life; therefore, it is not depreciated. The cost of land should not only include its acquisition price, but also the cost of initially preparing the land for its intended use (excavation, fill, grading). Land frequently is closely associated with some other assets (e.g., land under a building or road). No matter how close this relationship may be, land should always be treated separately. Examples of items to be capitalized as land and land improvements include:

- Purchase price or fair value at time of gift
- Commissions
- Professional fees, including title searches, architect, legal, engineering, appraisal, surveying, environmental assessments, etc.
- Land excavation, fill, grading, and drainage
- Demolition of existing buildings and improvements (less salvage value)
- Removal, relocation, or reconstruction of property owned by others such as power, telephone, and railroad lines

#### **2. Intangibles**

Intangible assets lack physical substance, are nonfinancial in nature, and have an initial useful life extending beyond a single reporting period. Examples of intangible assets to be capitalized include:

- Land use rights such as easements and water rights

#### **3. Construction in progress**

This asset class is used for costs incurred to construct or develop an asset before it is substantially ready to be placed into service (at which time it is reclassified into the appropriate major asset class).

4. Buildings

*Buildings.* All permanent structures that are attached to land, have a roof, are partially or completely enclosed by walls, and are not intended to be transportable or moveable are included in this asset class. The City can elect to report major components of buildings as separate capital assets in their own right, when these components have a significantly shorter estimated useful life than the structure to which they relate (e.g., HVAC). Examples of items to be capitalized as buildings include:

Purchased Buildings

- Original purchase price
- Expenses for remodeling, reconditioning, or altering a purchased building to make it ready for its intended purpose
- Environmental compliance, i.e., asbestos abatement
- Professional fees, includes architectural, engineering, management fees for design and supervision, and legal fees
- Cancellation or buyout of existing leases
- Other costs required to place or render the asset into operation

Constructed Buildings

- Completed project costs
- Cost of excavation, grading, or filling of land for a specific building
- Expenses incurred for the preparation of plans, specifications, and blueprints
- Building permits
- Costs of temporary buildings used during construction
- Additions to buildings, i.e., expansions, extensions, or enlargements

*Building Improvements.* Building improvements include capitalized costs that materially extend the useful life of a building, increase the value of a building, or both. Building improvements should not include maintenance and repairs done in the normal course of business. If practical, the costs of an improvement are normally added to the cost of the related structure, rather than treating it as a separate asset.

Examples of items to be capitalized as building improvements include:

- Installation or upgrade of heating and cooling systems, including ceiling fans and attic fans
- Original installation or upgrade of wall or ceiling covering such as carpeting, tiles, paneling, or parquet
- Structural changes such as reinforcement of floors or walls, installation or replacement of beams, rafters, joists, steel grids, or other interior framing
- Installation or upgrade of window or door-frames, upgrading windows or doors, built-in closet and cabinets

- Interior renovation of casings, baseboards, light fixtures, and ceiling trim
- Installation or upgrade of plumbing and electrical wiring
- Installation or upgrade of telecommunication systems

Examples of items considered repairs or maintenance in nature and should not be capitalized as buildings or building improvements include:

- Adding, removing and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value of the building
- Improvement projects of minimal or no added life expectancy and/or value to the building
- Plumbing or electrical repairs
- Cleaning, pest extermination, or other periodic maintenance
- Interior decoration, i.e., draperies, blinds, curtain rods, wallpaper
- Exterior decoration, i.e., detachable awnings, uncovered porches, decorative fences
- Maintenance-type interior renovation including repainting, touch-up plastering, replacement of carpet, tile, or pane sections, and refinishing of sinks and fixtures
- Any other maintenance-related expenditure which does not increase the value of the building

5. Improvements Other Than Buildings

This asset class is used for permanent (i.e., non-moveable) improvements, other than buildings, that add value to land but do not have an indefinite useful life (i.e. fences, parking lots, retaining walls). Moveable items should be classified as machinery and equipment.

6. Machinery and Equipment

This asset class includes vehicles, furnishings, and similar moveable items used for operations for which the benefit extends beyond one year from the date of receipt. Examples of expenditures to be capitalized as machinery and equipment include:

- Original contract or invoice price
- Installation charges
- Charges for testing and preparation for use
- Cost of reconditioning used items
- Parts and labor associated with the construction of equipment, machinery, or vehicles

Note that the cost of extended warranties and/or maintenance agreements, which can be separately identified from the cost of the equipment, machinery, or vehicle, shall not be capitalized.

7. Infrastructure

Infrastructure assets are long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets (i.e. roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems). As a general rule, the cost of buildings associated with infrastructure should be reported separately as buildings rather than as part of the cost of the infrastructure. The

exception to this rule is buildings that are purely ancillary to a network or subsystem of infrastructure (e.g., road maintenance structures such as shops and garages associated with a highway system and water pumping stations associated with water systems).

Examples of infrastructure assets include:

- Roads, streets, curbs, gutters, and sidewalks
- Bridges
- Water and sanitary sewer systems
- Drainage and storm water systems
- Street light systems

8. Flood Control

This asset class includes various basins, drains, dikes and improvements constructed in order to create an integrated flood control system throughout the city.

9. Right-of-use lease assets

Right-of-use lease assets are recognized at the lease commencement date and represent the City's right to use an underlying asset for the lease term. Right-of-use lease assets are measured at the initial value of the lease liability plus any payments made to the lessor before commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service.

10. Subscription-based IT assets

Right to use subscription IT assets are recognized at the subscription commencement date and represent the City's right to use the underlying IT asset for the subscription term. Right to use subscription IT assets are measured at the initial value of the subscription liability plus any payments made to the vendor at the commencement of the subscription term, less any subscription incentives received from the vendor at or before the commencement of the subscription term, plus any capitalizable initial implementation costs necessary to place the subscription asset into service.

**Section IV: Depreciating Capital Assets**

Depreciation is the process of allocating the cost of a tangible asset to the periods of benefit. Capital assets shall be depreciated over their estimated useful life with exception of the following:

- Land, intangible assets, and construction in progress

For financial purposes, the City will use the straight-line method of depreciation, which allocates the cost evenly over the life of the asset. One-half of a full year's depreciation is recognized for the asset in the first year placed in service, regardless of when it was placed in service during that year. The remaining half will be recognized in the year of disposal. Generally, at the end of

an asset's life, the sum of the amounts charged for depreciation in each accounting period, or accumulated depreciation, will equal the original cost less salvage value.

### **Section V: Capital Assets Estimated Useful Life**

The City's capital assets are depreciated over the following estimated useful lives:

#### **Land, intangibles, construction in progress**

Indefinite life, not depreciated

#### **Buildings**

10-50 years

#### **Improvements Other Than Buildings (Land Improvements)**

10-20 years

#### **Infrastructure and Flood Control**

20-100 years

#### **Machinery and Equipment**

3-10 years

### **Section VI: Bulk, Aggregated Purchases**

According to GASB, some assets individually may fall below the capitalization threshold but may be purchased in large quantities. Institutions should aggregate such assets and consider the materiality and significance of them and if material or significant capitalize such individually or in the aggregate.

Bulk equipment and furniture purchases of similar items that have an aggregated value greater than 1% of the total expenditures approved City budget for governmental funds for the year under audit. In the event this situation occurs, the City will apply the principles as defined by GASB and will be compliant with all rules associated with this standard and Generally Accepted Accounting Principles. The aggregated items should be maintained separately in the accounting system for easier identification during inventorying and disposal.

### **Section VII: Asset Management and Inventories**

Prior to the end of each fiscal year, a physical inventory of capital assets will be conducted. An annual inventory of assets is required for insurance purposes, federal grant requirements, track asset values, and to identify theft, destruction, or misplacement.

The list of physical inventory shall be divided by departments and given to the Department Heads for verification. Each Department Head shall physically verify and sign the complete listing of the department/office's physical inventory. Following the inventory, the Finance Office will review the results of the inventory, revise policies and procedures accordingly, and reconcile it with the appropriate account ledgers.

Assets acquired with Federal or State Grants or other funding sources often have limitations or restrictions enforced by the granting agency. Departments are expected to follow the specific guidelines for their individual grants. The Finance office will track the funding source and track any proceeds as necessary.

### **Section VIII: Asset Disposals, Sales, or Transfers**

A disposal represents the physical removal of an asset from custody, accountability, or ownership. Assets may be removed from the Capital Asset Database, due to one or more of the following reasons: the asset is sold, traded, significantly altered, or donated.

Following Fargo Municipal Code 3-0105, whenever any real or personal property is no longer required for a public purpose, the same may be offered for sale by the board of city commissioners. Personal property having a value of \$5,000 or less may be offered for sale and sold by the director of finance.

All sales of real property shall be by public sale unless the value of said property is estimated by the board of city commissioners to be of a value of less than \$5,000, in which case, such property may be sold at private sale if authorized by resolution of the board of city commissioners.

Assets that were acquired with federal grant money and later disposed of may require proceeds from any sale be repurposed or refunded, depending on the grantor's requirements.

Disposals are recognized by adjusting the asset record and accumulated depreciation. When an asset is sold, a gain or loss must be recognized when the proceeds do not equal the net book value of the asset. If proceeds exceed the net book value, then a gain is recorded and reported as Other Financing Sources for Governmental Funds or Gain on Sale of Capital Asset for Proprietary Fund. All asset disposals require notice to the Finance Office in order to make the appropriate adjustments within the Capital Asset Management system.

When an asset is being transferred with no other consideration involved, the asset will be transferred with the current net book value and will continue to be depreciated or amortized over the remaining useful life.

When an asset is being transferred with consideration involved, the City will treat as a "purchase-like" transaction. After a sale value is agreed upon, the fund selling the asset will recognize a gain on difference between the sale value and remaining value. The asset will be transferred with the current net book value and will continue to be depreciated or amortized over the remaining useful life.

It is necessary for the respective departments/funds to complete the necessary documentation so that the asset can be properly transferred within the financial system.





## Memorandum

**To:** FAHR Committee  
**From:** Bekki Majerus, Director of Facilities Management  
**Date:** June 12, 2025  
**Re:** City Hall DCFC1 EV Charging Station Rate Changes

---

On July 1, 2022, the City began charging for use of the ChargePoint Level 3 DC Fast Charger located at City Hall. The rate of \$0.30 per minute was set with consideration of the regional market rate in order to cover the utility costs to the City.

At the time the rate was set, non-utility entities were not allowed to charge per kWh. This is no longer the case and many entities have adjusted their pricing accordingly as a more equitable price model.

Facilities Management is proposing a rate change, effective July 1, 2025, to \$0.40 per kWh. Again, the regional market was taken into consideration and this is in line with a majority of the fast chargers in the area. Rates across the region range from \$0.25 to \$0.59 per kWh.

Facilities is also proposing to begin charging a \$4.95 hookup fee to support maintenance and repair costs. Most chargers in the region have had the hook up fee in place for several years, however, the City opted not to as maintenance and repairs were covered under a warranty. That warranty will be expiring by the end of the year, at which time the City will be responsible for all maintenance and repair costs going forward.

If approved by the Commission, signage will be posted at the EV charger to inform users of the rate change and effective date.

As a reminder, there are still multiple Level 2 charging stations in the Roberts Commons Parking Ramp that are free of charge.

**Requested Action:**

Advance the proposed rate changes for EV Charging to City Commission for adoption.



**FARGO CASS PUBLIC HEALTH**

ADMINISTRATION

1240 25th Street South

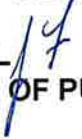
Fargo, ND 58103-2367

Phone 701.241.1360

[FargoCassPublicHealth.com](http://FargoCassPublicHealth.com)

## MEMORANDUM

**TO:** FAHR / BOARD OF CITY COMMISSIONERS

**FROM:** JENN FAUL   
DIRECTOR OF PUBLIC HEALTH

**DATE:** JUNE 12, 2025

**RE:** REQUEST HIRING PENDING AWARD OF RFP

Fargo Cass Public Health nursing division is requesting the addition of two additional RN positions. These positions would be Part-Time (20-29), working school year only. Pay would be grade 13, step 3 which is \$34.84 per hour.

Fargo Cass Public Health (FCPH) has applied for the school nursing contract for Fargo Public Schools (FPS) and if successful will need to hire two additional RNs for the schools. We currently have 13 RNs for the schools but would hire and provide two additional RNs whose positions would be fully funded by Fargo Public Schools.

**Suggested Motion:**

Move to approve the hiring of two additional RNs for the FCPH school nursing staff to be placed at and funded 100% by Fargo Public Schools.

JF/lls

June 5, 2025

Honorable Board of  
City Commissioners  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Scope of Services for Engineering Services at former Mid America Steel Site

Dear Commissioners,

The City of Fargo purchased the former Mid America Steel site in 2016. In the summer of 2021, a contract was issued to remove all buildings on the site, down to the at-grade floor slabs and concrete foundation walls. Since that time, the site has become overgrown with brush and vegetation. Following discussions between Administration, Engineering, Public Works, and Planning, it was determined that proposals should be solicited for engineering services to explore options for further site cleanup and redevelopment.

On June 18, 2024, the Public Works Projects Evaluation Committee (PWPEC) approved the solicitation of Requests for Proposals (RFPs) for engineering services related to site improvements at the former Mid America Steel site.

The Engineering Department issued the RFP and received three proposals. After review, SRF Consulting (SRF) was selected as the preferred consultant. Following their selection, staff from Engineering, Planning, and Environmental Health met with SRF to refine a proposed scope of services. SRF has submitted an estimated fee based on the agreed-upon scope.

The Scope of Services is structured in sequential steps, allowing the consultant to perform limited work at each stage before proceeding to the next. This phased approach allows for scope adjustments as new information becomes available in each step. A summary of the steps and associated estimated fees is provided below:

- Step 1 – Due Diligence, Coordination, and Planning
  - Timeline: June 2025 to November 2025
  - Proposed Not-to-Exceed Fee: \$40,000
- Step 2 – EPA Assessment Grant Application and ESA Phase 2
  - Timeline: October 2025 to October 2026
  - Estimated Fee Range: \$57,000 to \$85,000
- Step 3 – Site Closure, Re-Development Plan, EPA Cleanup Grant Application
  - Timeline: November 2026 to November 2027
  - Estimated Fee Range: \$80,000 to \$155,000



- Step 4 – Re-Development Construction / Environmental Remediation Plans and Construction Administration Services
  - Timeline: December 2027 to August 2028
  - Estimated Fee Range: \$175,000 to \$490,000

Staff recommends that funding for these services be provided through Riverfront TIF proceeds.

On June 2, 2025, the Scope of Services and anticipated fees were presented to PWPEC. PWPEC unanimously voted to recommend approval of the Scope of Services with SRF and refer the matter to the FAHR Committee to discuss funding the work through the Riverfront TIF.

Attached to this letter is the Report of Action from PWPEC, along with the Scope of Services and Fee Proposal from SRF.

**Recommended Motion:**

Approve the proposed scope of services, authorize the not-to-exceed fee for Step 1, and acknowledge the estimated fee ranges for Steps 2 through 4, with funding to be provided by the Riverfront TIF.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Tom Knakmuhs, PE  
City Engineer

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Scope of Services

Location: Former Mid America Steel Site

Date of Hearing: 6/2/2025

Routing	<u>Date</u>
City Commission	
PWPEC File	<u>X</u>
Project File	<u>Tom Knakmuhs</u>

The Committee reviewed a communication from City Engineer, Tom Knakmuhs, regarding a Scope of Services for Engineering Services for site Improvements at the Former Mid America Steel Site.

The City of Fargo purchased the former Mid America Steel Site in 2016. In the summer of 2021, a contract was issued to remove all buildings on the site. Since then, the site has become overgrown with brush and vegetation. On June 18, 2024, PWPEC approved the solicitation of Requests for Proposals (RFPs) for engineering services related to site improvements. SRF Consulting (SRF) was selected. Following their selection, staff from Engineering, Planning, and Environmental Health met with SRF to refine a proposed scope of services.

The Scope of Services is structured in sequential steps, allowing the Consultant to perform limited work at each stage, and allowing the scope to be adjusted as new information becomes available in each step. Staff is recommending that funding for these services be provided through Riverfront TIF proceeds and seeks approval of step 1 of the Scope of Services. Authorization to proceed with steps 2 – 4 will be brought back to PWPEC at a later date.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Scope of Services with SRF and refer to the FAHR Committee to discuss funding by the Riverfront TIF.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Scope of Services with SRF.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Riverfront TIF

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

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

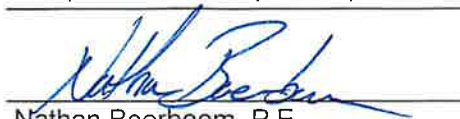
COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Vacant, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			<u><input checked="" type="checkbox"/></u>
<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u>Ryan Erickson</u>
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u>Nathan Boerboom</u>
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	

ATTEST:

C: Kristi Olson

  
 Nathan Boerboom, P.E.  
 Assistant City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Tom Knakmuhs, City Engineer  
**Date:** May 30, 2025  
**Re:** Scope of Services for Engineering Services for Site Improvements at Former Mid America Steel Site

---

## **Background:**

The City of Fargo purchased the former Mid America Steel site in 2016. In the summer of 2021, a contract was issued to remove all buildings on the site, down to the at-grade floor slabs and concrete foundation walls. Since that time, the site has become overgrown with brush and vegetation. Following discussions between Administration, Engineering, Public Works, and Planning, it was determined that proposals should be solicited for engineering services to explore options for further site cleanup and redevelopment.

On June 18, 2024, the Public Works Projects Evaluation Committee (PWPEC) approved the solicitation of Requests for Proposals (RFPs) for engineering services related to site improvements at the former Mid America Steel site.

The Engineering Department issued the RFP and received three proposals. After review, SRF Consulting (SRF) was selected as the preferred consultant. Following their selection, staff from Engineering, Planning, and Environmental Health met with SRF to refine a proposed scope of services. SRF has submitted an estimated fee based on the agreed-upon scope.

The Scope of Services is structured in sequential steps, allowing the consultant to perform limited work at each stage before proceeding to the next. This phased approach allows for scope adjustments as new information becomes available in each step. A summary of the steps and associated estimated fees is provided below:

- Step 1 – Due Diligence, Coordination, and Planning
  - Timeline: June 2025 to November 2025
  - Proposed Not-to-Exceed Fee: \$40,000
- Step 2 – EPA Assessment Grant Application and ESA Phase 2
  - Timeline: October 2025 to October 2026
  - Estimated Fee Range: \$57,000 to \$85,000
- Step 3 – Site Closure, Re-Development Plan, EPA Cleanup Grant Application
  - Timeline: November 2026 to November 2027
  - Estimated Fee Range: \$80,000 to \$155,000

- Step 4 – Re-Development Construction / Environmental Remediation Plans and Construction Administration Services
  - Timeline: December 2027 to August 2028
  - Estimated Fee Range: \$175,000 to \$490,000

Staff recommends that funding for these services be provided through Riverfront TIF proceeds.

**Recommended Motion:**

Approve the proposed scope of services, authorize the not-to-exceed fee for Step 1, and acknowledge the estimated fee ranges for Steps 2 through 4, with funding to be provided by the Riverfront TIF.

**Attachments:**

- Scope of Services and Fees from SRF



SRF Project No. 14923.PP

May 15, 2025

Tom Knakmuhs – City Engineer  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
TKnakmuhs@FargoND.gov

Subject: Proposal for Engineering Professional Services involving  
Former Mid-America Steel Site – Fargo, ND (MS-25-A0)

Dear Tom Knakmuhs:

Based on your request, SRF Consulting Group, Inc. (SRF), along with our partner Braun Intertec, is pleased to submit this proposal to the City of Fargo (Client) to provide site, civil engineering, and environmental engineering professional services for the Former Mid-America Steel Site (project), located at the southeast quadrant of 2<sup>nd</sup> Street N and Northern Pacific Avenue in Fargo, ND.

## Scope of Services

We propose to carry out the work ("Scope of Services") as listed below, and per referenced Attachment B (Braun Intertec Proposal).

### A. STEP 1

#### 1. Meetings and Project Management

- Monthly Project Team Meetings
  - Lead and setup 4 monthly project meetings (July-October) for key staff, stakeholders, and consultants for the project. Meetings to be on-line and include agenda, presentation materials, and meeting minutes.
  - Includes 1 to 3 SRF project staff members in attendance at each meeting, along with subconsultant Braun Intertec representation, as necessary.



- Intent is to provide a regular large team meeting to discuss project status, issues, outcomes, deliverables and other items. The meeting minutes will act as the monthly progress meeting.
- Project Manager Meetings
  - Lead and setup 4 to 8 bi-weekly check-in project manager meetings (July-October) between the SRF and City of Fargo Project Managers. Meetings to be on-line and include email summary of discussion items.
  - Intent is to provide a 30-minute or less regular meeting between project managers to review project status, issues, outcomes, deliverables, and other items to maintain schedule and efficiency of monthly meetings.
- Project Management
  - Coordinate project scope limits through facilitated discussion with City staff
  - Refine the scope of work as required by changing project conditions
  - Providing technical direction and coordinating the various disciplines and specialists required for the project
  - Gain further understanding of previous City-led planning activities to include the Downtown InFocus and previous analyses of this site
  - Coordinating the input and output between the various disciplines through periodic technical review of project activities with project staff
  - Assuring the project work program is completed on time, through the monitoring of task performance as compared to planned performance, and within budget, through strict monitoring of total project expenditures against time phase budget
  - Reviewing the products developed in each work task and recommending appropriate additions and corrections
- SRF Deliverables
  - Meeting Items – Agenda, Presentation Materials, and Meeting Minutes/Summary.
  - Consultant invoicing and any budget amendments.
  - All documents to be provided in an electronic file format, unless noted otherwise.
- Budget - Includes 45 total budget hours.

## 2. Project Planning

- Due Diligence – Review existing studies, reports, plans, and other site-related info to understand the work that has already been completed.

- Connect with Stakeholders – Communicate with other stakeholders about the project and receive their comments, such as BNSF Railway, North Dakota Department of Environmental Quality, North Dakota Department of Transportation, and US Environmental Protection Agency.
- Project Goals – Work with the Project Team to better understand project goals, details of the project, development options, preferred development option, and other important redevelopment guidance, using existing graphics or info. This will also guide future environmental remediation, removals, and development. A flow chart of potential site remediation paths and associated assumptions will be provided.
- Environmental Review (Braun) – Assess project's brownfield environmental status and any deficiencies for Project Closeout.
- Environmental Remediation Strategies (Braun) – Outline typical remediation strategies based on redevelopment types in text and image format.
- Grant and Funding – Discuss and summarize applicable grant and funding options for the project. Grant options to include application deadline, submittals, and notification of results.
- Due Diligence Summary – Provide a written and graphic memo summarizing key due diligence review items, environmental/development strategies and guidance, and grant/funding options to assist in identifying next steps.
- Deliverables – Provide the following.
  - Presentation Materials, as necessary
  - Memo Summary Report
  - All documents to be provided in an electronic file format, unless noted otherwise.
- Budget - Includes 45 total budget hours. Additional time above is invoiced hourly as additional services.

### **3. Expenses (Budget)**

- SRF project expenses such as mileage, printing, mailing, and couriers and will be billed at cost with mileage billed at the current allowable IRS rate for business miles.
- Includes mileage/parking for design staff members involving meetings, as necessary.
- Hardcopy printing expenses for meeting materials, as necessary.
- Does not include any other expenses not identified.
- Budget is approximately \$100 total.

### **4. Environmental – Due Diligence (Braun)**

- See Attachment B – Braun Intertec – Proposal for Environmental Consulting Services, Step 1 for more information.

- Services primarily include review of previous site reports for compliance with NDDEQ, communication with NDDEQ/City of Fargo, summary of findings, remaining items for Site Closure, and 4 monthly team meetings. Information to be included in the SRF project summary memo.

## **FUTURE AMENDMENTS (Estimate)**

The steps are to be defined upon agreement with the City of Fargo and SRF, as an amendment to this agreement.

### **B. STEP 2 - EPA Assessment Grant Application and ESA Phase 2**

#### **5. Meetings and Project Management**

- Monthly Project Team Meetings – Continued Team and Project Manager meetings.
- Project Management – Continued Project Management.

#### **6. Assessment Grant Application Assistance (SRF/Braun)**

- Application – Assist the City of Fargo with completing the USEPA Assessment Grant application, providing submittal items, and submit.

#### **7. Environmental – ESA Phase II & Miscellaneous (Braun)**

- ESA Phase II – As listed below.
  - See Attachment B – Braun Intertec – Proposal for Environmental Consulting Services, Step 2 for more information.
  - Services primarily involve updating the Environmental Site Assessment Phase II and related items.

### **C. STEP 3 - Site Closure, Re-Development Plan, EPA Cleanup Grant Application**

#### **8. Meetings and Project Management**

- Monthly Project Team Meetings – Continued Team and Project Manager meetings.
- Project Management – Continued Project Management.

#### **9. ALTA / Boundary Topo Survey**

- Survey – Provide property survey to accurately document existing conditions, boundary, contours, and encumbrances for redevelopment interest.

#### **10. Redevelopment Plan and Partnership**

- Redevelopment – City to provide a more defined redevelopment plan and partner with a developer to secure a more complete development for USEPA Cleanup Grant

#### **11. Cleanup Grant Application Assistance (SRF/Braun)**

- Application – Assist the City of Fargo with completing the USEPA Cleanup Grant application, providing submittal items, and submit.

#### **12. Environmental – Site Closure (Braun)**

- Site Closure – As listed below.
  - See Attachment B – Braun Intertec – Proposal for Environmental Consulting Services, Step 3 for more information.
  - Interim plan and improvements to remove tanks and other direct contamination sources to provide site's Project Closeout with the NDDEQ / USEPA.

### **D. STEP 4 - Re-Development Construction / Environmental Remediation Plans and Construction Administration Services**

#### **13. Meetings and Project Management**

- Monthly Project Team Meetings – Continued Team and Project Manager meetings.
- Project Management – Continued Project Management.

#### **14. Civil Design Plans**

- Civil Plans – Provide construction documents for general site improvements involving removals, soil corrections, and site/development improvements. May incorporate redevelopment partner design site plan.

#### **15. Civil Construction Administration Services**

- Construction Services – Assist with construction services such as administration, inspection, pay application review, and other typical services.

#### **16. Environmental – Remediation Plans (Braun)**

- Remediation Plans – As listed below.
  - See Attachment B – Braun Intertec – Proposal for Environmental Consulting Services, Step 4 for more information.
  - Grant remediation items for contaminated areas, provide plans and specification to required corrections.

**17. Environmental – Remediation Construction Administration Services (Braun)**

- Remediation Construction Services – As listed below.
  - See Attachment B – Braun Intertec – Proposal for Environmental Consulting Services, Step 4 for more information.
  - On-site oversight of contractor's work for contamination removal and corrective actions.

**Assumptions**

Assumptions regarding this proposal are as follows:

- Provide appropriate City Staff to be part of the monthly Project Meetings to appropriately advise on engineering, planning, political, financial, legal, community engagement and other aspects to ensure a successful project.
- City Staff will actively participate, assist with this project, attend meetings, advise, and provide available resources and finances, as necessary, to complete the project.
- Assist in identifying and providing contact info for meeting attending members.
- Provide a City of Fargo staff member to be the City's Project Manager to work side-by-side with the SRF/Braun team and attend touch-base Project Manager meetings with SRF.
- City to provide available info, data, contacts, input, comments, and other items to the SRF/Braun team.
- Scope of Services and related fee represents the specific items in this proposal and may not complete all items within the overall project. SRF reserves the right for compensation for any additional services outside of this proposal.

**Schedule**

We will complete this work within a mutually agreed-upon time schedule as outlined below, or as needed upon further project understanding.

- **2025 Jun to 2025 Nov = Step 1** – Due Diligence, Coordination, and Planning
- **2025 Oct to 2026 Oct = Future Step 2** – Assessment Grant Application (Fall 2025), ESA Phase 2
- **2026 Nov to 2027 Nov = Future Step 3** – Site Closure, Re-Development Plan/Partner, Cleanup Grant Application (Fall 2027)
- **2027 Dec to 2028 Aug = Future Step 4** – Re-Development Construction / Environmental Remediation Plans and Construction Administration Services. Start construction fall 2028.

## Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis, per not-to-exceed budget, for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services as follows. Please note, Future Step 2-4 is a general estimate of engineering consulting services and is subject to change upon further project understanding. Does not include any construction costs.

### A. STEP 1 – Due Diligence, Coordination, and Planning

Task	Fee
1. Meetings and Project Management.....	\$ 10,000
2. Project Planning .....	\$ 15,300
3. Expenses (Budget).....	\$ 100
4. Environmental - Due Diligence (Braun).....	\$ 14,600
<b>STEP 1 TOTAL .....</b>	<b>\$ 40,000</b>

## FUTURE AMENDMENTS (Estimate Range)

### B. FUTURE - STEP 2 – EPA Assessment Grant Application and ESA Phase 2

Task	Fee
5. Meetings and Project Management.....	\$ 15,000 – \$25,000
6. Assessment Grant Application Assistance (SRF/Braun).....	\$ 10,000 - \$20,000
7. Environmental - ESA P2 & Misc (Braun) .....	\$ 32,000 - \$40,000
<b>STEP 2 TOTAL .....</b>	<b>\$ 57,000 - \$85,000</b>

**C. FUTURE - STEP 3 – Site Closure, Re-Development Plan, EPA Cleanup Grant Application**

Task	Fee
8. Meetings and Project Management.....	\$ 15,000 - \$25,000
9. ALTA / Boundary Topo Survey.....	\$ 25,000 - \$40,000
10. Redevelopment Plan and Partnership.....	\$ 15,000 - \$35,000
11. Cleanup Grant Application Assistance (SRF/Braun).....	\$ 20,000 - \$40,000
12. Environmental - Site Closure (Braun).....	\$ 5,000 - \$15,000
<b>STEP 3 TOTAL .....</b>	<b>\$ 80,000 - \$155,000</b>

**D. FUTURE - STEP 4 - Re-Development Construction / Environmental Remediation Plans and Construction Administration Services**

Task	Fee
13. Meetings and Project Management.....	\$ 15,000 - \$25,000
14. Civil Design Plans.....	\$ 80,000 - \$150,000
15. Civil Construction Administration Services .....	\$ 25,000 - \$100,000
16. Environmental - Remediation Plans (Braun).....	\$ 5,000 - \$15,000
17. Environmental – Remediation Admin. Services (Braun)....	\$150,000 - \$200,000
<b>STEP 4 TOTAL .....</b>	<b>\$175,000 - \$490,000</b>

**Changes in Scope of Services**

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

**Standard Terms and Conditions**

The attached Standard Terms and Conditions (Attachment A), and Braun Intertec Proposal (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument executed by both parties.

## Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is [pschroeder@srfconsulting.com](mailto:pschroeder@srfconsulting.com).

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.



Paul D. Schroeder, PLA, ASLA, LEED AP  
Project Manager – Site Development



Scott Harmstead, AICP  
Director – North Dakota

PDS / SH

Attachment(s):

Attachment A – Standard Terms and Conditions

Attachment B – Braun Intertec - Proposal For Environmental Consulting Services (5-12-2025)

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Approved: (City of Fargo)

(signature)

Name

Title

Date

**This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.**

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## Attachment A

### STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services and all Attachments constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by written amendment signed by both parties.

#### 1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used in the profession practicing under similar circumstances. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's services.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

#### 2. NO THIRD-PARTY BENEFICIARY

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

#### 3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

#### 4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

#### 5. INSURANCE

SRF will maintain the following types of coverage and limits throughout the term of this Agreement. Policies shall name CLIENT as an Additional Insured to Comprehensive General Liability and Business Automobile Liability.

Workers' Compensation	Statutorily required amounts
Employer's Liability Insurance	Minimal Limits: \$100,000 Each Accident \$100,000 Each Employee by Disease \$100,000 Aggregate Disease
General Liability Insurance	Minimal Limits: \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
Automobile Liability Insurance	Minimal Limits: \$1,000,000 combined single limit each occurrence covering owned, non-owned and hired automobiles.
Professional Liability Insurance	Minimal Limits: \$2,000,000 per Claim \$2,000,000 Annual Aggregate

#### 6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT  
Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement for all work performed up to the effective date of termination.
8. OWNERSHIP AND REUSE OF DOCUMENTS  
Upon full payment to SRF, all deliverables which were prepared by or authored by SRF pursuant to this Agreement are deemed to be "works made for hire" and shall automatically become the property of the Client. Any preexisting intellectual property shall remain the property of SRF. SRF grants the Client a perpetual, irrevocable, non-exclusive, royalty free license for SRF's preexisting intellectual property that are incorporated in the deliverables that are purchased by CLIENT. Reuse of any deliverables by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT
9. FORCE MAJEURE  
SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.
10. ASSIGNMENT  
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
11. BINDING EFFECT  
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
12. SEVERABILITY AND WAIVER OF PROVISIONS  
Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement
13. SURVIVAL  
All provisions of this Agreement regarding Ownership and Reuse of Documents, Indemnification and Allocation of Risk, and Dispute Resolution and Damages shall remain in effect after termination or expiration of this Agreement.
14. DISPUTE RESOLUTION AND DAMAGES  
CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation before, and as a condition precedent to, the initiation of any legal action. CLIENT and SRF agree to waive all incidental, indirect, consequential and special damages, including, but not limited to, loss of use, income, reputation, profits, revenue, business opportunity, or production.
15. CONTROLLING LAW  
The laws of the state where the Project is located govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.
16. SITE SAFETY  
Except for the activities of SRF under this Agreement, SRF shall not at any time supervise, direct, or have control over any other work on the Project, nor shall SRF be responsible for the means, methods, techniques, schedules or procedures of construction selected for the Project or the safety precautions or programs incident to that work.
17. RECORDS  
SRF shall establish and maintain accurate and complete books, accounts, records and reports pertaining to the Project and shall maintain said records for a period of six years from the date of final payment to SRF under this Agreement.
18. INDEPENDENT CONTRACTOR  
Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture between the parties. For the purpose of this Agreement, the parties acknowledge that SRF and its employees and agents are independent contractors and not employees or agents of the CLIENT, including for state or federal tax purposes and related withholdings and unemployment.
19. ADDITIONAL TERMS AND CONDITIONS  
SRF shall endeavor to perform all professional services under this Agreement in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations insofar as they relate to SRF's performance of the provisions of this Agreement.

**Attachment B**

**Braun Intertec - Proposal For Environmental Consulting Services**

**May 12, 2025**



Braun Intertec Corporation  
11001 Hampshire Avenue S  
Minneapolis, MN 55438

Phone: 952.995.2000  
Fax: 952.995.2020  
Web: braunintertec.com

May 12, 2025

Proposal

Paul D. Schroeder  
SRF Consulting Group  
3701 Wayzata Boulevard, Suite 100,  
Minneapolis, MN 55416-3791

Re: Proposal for Environmental Consulting Services  
Former Mid-America Steel Site (MS-25-A0)  
2<sup>nd</sup> Street North and Northern Pacific Avenue  
Fargo, North Dakota

Dear Mr. Schroeder:

Braun Intertec Corporation is pleased to present this proposal for environmental consulting services related to the proposed redevelopment of the referenced site. This proposal will outline the Scope of Services and provide estimated costs for the proposed work.

## Scope of Services

### Step 1 – Due Diligence, Coordination, and Planning

The project team will review the summary reports prepared for the Site to date for compliance with the North Dakota Department of Environmental Quality (NDDEQ) Risk-Based Corrective Action (RBCA) guidance, which is the current cleanup standard for North Dakota. The purpose of this review will be to determine if the current data set is sufficient to characterize the nature and extent of any residual contamination, and assess potential exposure pathways that could impact human health and the environment.

A summary of known residual contamination, in excess of NDDEQ RBCA guidance, will be prepared, along with additional data needs, if any. This summary will be used to assist the City to initiate discussions with NDDEQ to report historical release and discuss what additional remediation measures, if any, are needed to facilitate Site closure, while minimizing subsurface disturbance. Up to four monthly on-line meetings are proposed, in addition to preparatory and follow-up email correspondence and phone calls with City and State representatives. Additional project team meetings will be billed on a time and materials basis, with costs analogous to the budgeted meetings.

Only an electronic copy of the summary will be submitted to you unless you request otherwise.

### Step 2 – Additional Phase II ESA, If Needed

The objective of the Phase II ESA is to further evaluate current soil, groundwater, and/or soil vapor conditions at the Site related to the residual contamination identified in the previous investigations. For planning purposes, Braun Intertec has developed an assumed Scope of Services for the Phase II ESA

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based on preliminary review of current and historic operations at the Site. The assumed Scope of Services presented below may need to be adjusted based on the current RBCA guidance or discussions with NDDEQ. If adjustments to the Scope of Services result in a significant change to the cost estimate provided herein, written approval will be obtained before proceeding with the Phase II ESA.

- Staking and Utility Clearance
- Soil Borings
- Soil Screening
- Soil Sampling and Analytical Testing
- Groundwater Sampling and Analytical Testing
- Reporting

### **Staking and Utility Clearance**

A site-specific Health and Safety Plan (HASP) will be created prior to initiation of Site work.

The Project Team will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology.

Prior to drilling or excavating, Braun Intertec or the subcontractor will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the investigation locations of public underground utilities. You, or your authorized representative, are responsible to notify Braun Intertec before we begin the work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Braun Intertec fees do not include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon the request of Braun Intertec, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. Braun Intertec will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, Braun Intertec reserves the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

### **Soil Borings**

Braun Intertec or the subcontractor will advance 10 soil borings at the Site to obtain soil samples for field screening and laboratory analysis. The borings will be advanced to depths of approximately 25 feet below ground surface (bgs) using Geoprobe drilling method. Soil samples for field screening will be collected at 2-foot intervals. The work will be completed following Braun Intertec Standard Operating Procedures (SOPs). Braun Intertec will determine the boring locations based on the results of initial due diligence, discussion with NDDEQ, and other information provided to Braun Intertec. If additional borings are necessary to facilitate project goals, written approval will be obtained before advancing additional borings for subsequent soil or groundwater sampling. Following completion, the boreholes will be sealed in general accordance with NDDEQ guidelines.

### **Soil Screening**

Soil samples from the soil borings will be visually and manually classified in the field by an environmental technician using ASTM D2488 "Standard Practice for Description and Identification of



Soils (Visual-Manual Procedures).” Additionally, soils will be classified at our soils laboratory by a geotechnical engineer using ASTM D2487 “Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)” and ASTM D2488.

Field personnel will examine soil samples for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples will be screened for the presence of organic vapors using a photoionization detector (PID). The PID will be equipped with a 10.6-electron-volt lamp and calibrated to an isobutylene standard. The PID will be used to perform direct measurement and a headspace method of field analysis as recommended by the NDDEQ and in accordance with Braun Intertec Standard Operating Procedures (SOPs).

### **Soil Sampling and Analytical Testing**

Soil samples will be collected from the soil borings for laboratory analysis in accordance with Braun Intertec Standard Operating Procedures (SOPs). Soil samples will be collected from a surface soil interval (0 to 2 feet bgs) and a deeper interval in the unsaturated zone where indications of contamination are observed in the field. If no indications of contamination are observed, the soil samples will be collected from depths most likely to be impacted based on the potential contaminant source.

The budget for this task assumes that a total of 20 soil samples will be submitted to a subcontracted analytical laboratory and analyzed for a combination of the following parameters:

- Volatile organic compounds (VOCs) using United States Environmental Protection Agency (EPA) Method 8260
- Polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8270-SIM
- Diesel range organics (DRO) with silica gel cleanup, using the EPA Method 8015
- Gasoline range organics (GRO) using the EPA Method 8015
- Eight Resource Conservation and Recovery Act (RCRA) metals using EPA Methods 6020 and 7471

If additional soil samples are necessary to facilitate project goals, written approval will be obtained before collecting or analyzing additional soil samples.

### **Groundwater Sampling and Analytical Testing**

Ten temporary monitoring wells monitoring wells will be installed to evaluate groundwater conditions at the Site. The groundwater samples will be collected according to Braun Intertec Standard Operating Procedures (SOPs). The samples will be submitted to a subcontracted analytical laboratory and analyzed for a combination of the following parameters:

Prior to sampling each temporary monitoring well, static groundwater levels in each monitoring well will be measured to the nearest 0.01 foot and recorded. Groundwater samples will be collected using a peristaltic pump, bailer, or length of tubing equipped with a check ball valve in accordance with Braun Intertec Standard Operating Procedures (SOPs). Groundwater samples will be placed directly into laboratory-supplied containers, preserved appropriately, and submitted to the laboratory for chemical analysis.

The budget for this task assumes that a total of 10 groundwater samples will be collected from the temporary and/or permanent monitoring wells and submitted a subcontracted analytical laboratory and analyzed for a combination of the following parameters:

- VOCs using EPA Method 8260
- PAHs using EPA Method 8270-SIM
- DRO with silica gel cleanup, using the EPA Method 8015
- GRO using the EPA Method 8015
- Dissolved eight RCRA metals using EPA Methods 6010 and 7470

If additional groundwater samples are necessary to facilitate project goals, written approval will be obtained before collecting or analyzing additional groundwater samples.

### **Reporting**

Verbal results of the Phase II ESA will be provided to you as they become available. Upon completion of the on-Site work and receipt of laboratory analytical results, a report will be prepared detailing the methods, results, and conclusions/recommendations. A draft copy of the report will be forwarded to you prior to report finalization.

Only an electronic copy of the Braun Intertec Phase II ESA report will be submitted to you unless you request otherwise.

### **Step 3 – Contaminant Source Mitigation**

Potential contaminant source areas at the Site, could include buried storage tanks or areas of significant buried debris. These areas, if present, would represent a concentrated area of contamination, that if left in place, could provide a long-term source of soil or groundwater contamination. If additional source areas are identified on site that present a significant exposure risk that is likely to delay site closure, a source removal plan and cost estimate will be prepared for your review and approval.

Although unknown at this time, depending on the nature and extent of identified source areas, mitigation or removal of impacted soil could reasonably cost between \$50,000 and \$250,000. A more detailed evaluation of these costs will be provided upon completion of the Phase II ESA. Depending on the nature of the contamination and the extended threat of release, these areas can be evaluated to either be addressed prior to, or during redevelopment.

### **Step 4 – Grant Evaluation and Application**

Once a redevelopment option has been identified, the Project Team will identify and evaluate grants and other funding opportunities that best fit with the proposed future use. The team will then assist in assembling plans, specifications, and other technical documents in support of the application for external funding.

Cost estimates to prepare additional technical documents, such as Quality Assurance Project Plans, Sample Analysis Plans, or other required documents specific to a grant; or vapor or contaminant

mitigation system designs to be integrated into a new building design, will be provided at a later date, if needed.

## Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

<b>Service Description</b>	<b>Cost</b>
<i>Step 1 – Due Diligence, Coordination, and Planning</i>	
Professional Services	<u>14,600</u>
<b>Estimated Total</b>	<b>\$14,600</b>
<i>Task 2 – Phase II Environmental Site Assessment (assumes 10 borings)</i>	
Drilling Services/Equipment/Sealing of Boreholes – Geoprobe	9,000
Field Equipment, Sampling Supplies and Mileage	1,100
Subcontract Analytical Testing (assumes standard turnaround) – Cost + 10%	12,000
Professional Services – Field and Coordination	4,200
Reporting	<u>5,700</u>
<b>Estimated Total</b>	<b>\$32,000</b>
<i>Step 3 – Contaminant Source Mitigation</i>	
Excavation and Disposal	<u>\$50,000 to \$250,000</u>
<i>Step 4 – Grant Evaluation and Application</i>	
Professional Services	<u>\$5,000 to \$10,000</u>

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

## Scheduling

Work will begin upon your authorization. We anticipate it will take approximately 4 weeks to review the existing data and compare it to NDDEQ RBCA guidance. While planning and discussion meetings are scheduled to extend into October, the Phase II ESA could be scheduled as soon as the City and NDDEQ have reviewed and agreed upon the additional data needs.

Once a scope for the Phase II ESA has been agreed upon, it will be initiated within 3 weeks of receiving your authorization, depending on drill rig/equipment availability. The field work is estimated to take



3 day(s) to complete. Typical turnaround time on laboratory analysis is approximately 8 to 10 business days for all samples. The Phase II ESA reports will be forwarded to you within 3 weeks after receipt of laboratory analytical results.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

## Assessment Limitations

Please note the Scope of Services for the proposed investigation, in conjunction with the existing data, is designed to evaluate the potential presence of soil, groundwater, and/or soil vapor contamination and debris. However, because there is a fixed number of sampling locations proposed, the Scope of Services proposed herein may not fully define the extent of contamination that may be present at the Site. If field conditions indicate the need for additional soil borings or sample collection and analysis, Braun Intertec will contact you for authorization before proceeding. Further, please note that the proposed scope will require the property owner to notify the NDDEQ of an identified release, and additional investigation may be required to evaluate the extent of impacts and to obtain applicable liability assurance letters from the NDDEQ.

## Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version **only**. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, ***please sign and return one copy to Braun Intertec as notification of acceptance and authorization to proceed.*** If anything in this proposal is not consistent with your requirements, please let us know immediately.

SRF Consulting Group  
Proposal  
May 12, 2025  
Page 7

The Braun Intertec General Conditions are included with this proposal and are a part of our agreement.


Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please call Josh Kadrmas at 701.730.2302.

Sincerely,

BRAUN INTERTEC CORPORATION



Joshua T. Kadrmas, PE  
Senior Engineer



Daniel P. Barrett  
Principal Scientist

Attachments:  
General Conditions (11/4/2024)

---

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

\_\_\_\_\_  
Authorizer's Firm

\_\_\_\_\_  
Authorizer's Signature

\_\_\_\_\_  
Authorizer's Name (please print or type)

\_\_\_\_\_  
Authorizer's Title

\_\_\_\_\_  
Date

**SECTION 1: AGREEMENT**

**1.1 Agreement.** This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

**1.2 Parties to the Agreement.** The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

**SECTION 2: SCOPE OF SERVICES**

**2.1 Services.** Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

**2.2 Additional Services.** Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

**SECTION 3: PERFORMANCE OF SERVICES**

**3.1 Standard of Care.** Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

**3.2 Written Reports and Findings.** Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

**3.3 Observation or Sampling Locations.** Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

**3.4 Project Site Information.** Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

**3.5 Subsurface Objects.** To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

**3.6 Hazardous Materials.** Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

**3.7 Supervision of Others.** Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

**3.8 Safety.** Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

**3.9 Project Site Access and Damage.** Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

**3.10 Monitoring Wells.** To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

**3.11 Contaminant Disclosures Required by Law.** Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

**SECTION 4: SCHEDULE**

**4.1 Schedule.** Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

**4.2 Scheduling On-Site Observations or Services.** To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

**SECTION 5: COST AND PAYMENT OF SERVICES**

**5.1 Cost Estimates.** Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

**5.2 Payment.** Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

**5.3 Other Payment Conditions.** Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

**5.4 Third Party Payment.** Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

**5.5 Non-Payment.** If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control, if Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

It and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

## SECTION 6: OWNERSHIP AND USE OF DATA

**Ownership.** All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

**Use of Project Data.** The Project Data of this Agreement is for the exclusive purpose of Consultant's Services and, unless agreed to in writing, for the exclusive use of Client. Client may use Project Data for a purpose for which the Project Data was not prepared without the prior written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, incurred out of such unauthorized use.

**Samples, Field Data, and Contaminated Equipment.** Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

**Materials Provided by Client.** Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

## SECTION 7: INSURANCE

**1 Insurance.** Consultant shall keep and maintain the following insurance coverages:

- Workers' Compensation: Statutory
- Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

**7.2 Waiver of Subrogation.** Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

**7.3 Certificate of Insurance.** Consultant shall furnish Client with a certificate of insurance upon request.

## SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

**8.1 Indemnification.** Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

**8.2 Intellectual Property.** Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

**8.3 Mutual Waiver of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

**8.4 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

## SECTION 9: MISCELLANEOUS PROVISIONS

**9.1 Services Prior to Agreement.** Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

**9.2 Confidentiality.** To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

**9.3 Relationship of the Parties.** Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

**9.4 Resource Conservation and Recovery Act.** To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

**9.5 Services in Connection with Legal Proceedings.** Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

**9.6 Assignment.** This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**9.7 Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

**9.8 Termination.** This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

**9.9 Force Majeure.** Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

**9.10 Disputes, Choice of Law, Venue.** In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

**9.11 Individual Liability.** No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

**9.12 Severability.** Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

**9.13 Waiver.** The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

**9.14 Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



# RED RIVER VALLEY S.W.A.T.

## MEMORANDUM

**To:** F.A.H.R. Committee

**From:** LT Tom Shaw

**Date:** 06/12/2025

**RE:** Budget Adjustment

I respectfully submit this formal request for approval to move funds from the Red River Valley SWAT revenue accounts to our General Supplies and Training expense accounts. The specific revenue I would like to move is from multiple sources. Red River Valley SWAT holds a SWAT Basic course that is facilitated by our personnel for local and regional SWAT operators. Red River Valley SWAT also recycles expended ammunition casings at Bernath Recycling. Red River Valley SWAT also received a donation from the Fraternal Order of Police. In total, the revenue from the aforementioned sources I would like moved to our expense accounts is \$18,250.00

Currently, the General Supplies and Training accounts are quickly being depleted. The movement of the revenue would allow for necessary supplies and training to occur within 2025. Namely, the purchase of additional rifles, a small drone, equipment repair and advanced training for our personnel.

I appreciate your time and consideration of this request. Your support will enable our team to continue their critical work in protecting our community.

### **Recommended Motion:**

Approve the transfer of funds from Red River Valley SWAT revenue accounts to the General Supplies and Training expense accounts.

### **Revenue Accounts:**

215-5016-337.26-00 - \$15,500.00

216-5016-361.99-00 - \$750.00

216-5016-365.10-00 - \$2,000.00

- Total budget adjustment of **\$18,250.00**

### **Expense Accounts:**

216-5016-411.61-40 (General Supplies) - \$12,250.00

216-5016-411.59-50 (Training) - \$6,000.00

- Total budget adjustment of **\$18,250.00**





## 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](mailto: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:** Red River Valley SWAT

**REQUESTED BY:** LT Tom Shaw

**PROJECT NUMBER :** \_\_\_\_\_

**DATE PREPARED:** 6/4/2025

**DESCRIPTION OF REQUEST:**

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

Red River Valley SWAT we've hosted. I would

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
216-5016-365.10-00	\$	-	+	\$ 2,000	= \$ 2,000
216-5016-361.99-00	\$	-	+	\$ 750	= \$ 750
216-5016-337.26-00	\$	59,240	+	\$ 15,500	= \$ 74,740
			+		= \$ -
		TOTAL REVENUE ADJUSTMENTS:		\$ 18,250	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
216-5016-411.61-40	\$	67,860	+	\$ 12,250	= \$ 80,110
216-5016-411.59-50	\$	26,000	+	\$ 6,000	= \$ 32,000
			+		= \$ -
			+		= \$ -
			+		= \$ -
			+		= \$ -
			+		= \$ -
		TOTAL EXPENSE ADJUSTMENTS:		\$ 18,250	

**PLEASE NOTE:** Budget Adjustments that increase expenditures **MUST** be approved by Finance & Commission.

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#**



**Fire Department**  
637 NP Avenue  
Fargo, ND 58102  
Phone: 701.241.1540 | Fax: 701.241.8125  
[www.FargoND.gov](http://www.FargoND.gov)

## **MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DIVISION CHIEF CRAIG NELSON**

**DATE: JUNE 13, 2025**

**SUBJECT: Red River Valley Unmanned Aircraft Systems Budget Adjustment**

The Red River Valley Unmanned Aircraft Systems (RRVUAS) Unit is comprised of five local public safety agencies. The five agencies are the Fargo Fire Department, the Fargo Police Department, the West Fargo Fire Department, the West Fargo Police Department, and the Cass County Sheriff's Office. Each agency annually contributes \$8,000.00 toward the RRVUAS Unit budget. This provides the RRVUAS Unit \$40,000 total annually. The unit designates \$20,000 annually toward capital and \$20,000 annually towards operating. Due to the high cost of equipment, the RRVUAS Unit typically saves the capital money for multiple years to make larger purchases and updates to current equipment. Working with Jordan Corneliusen has provided detail of the existing funds the RRVUAS Unit currently has.

At this time, there are some updates that are needed with equipment utilized by the team. A quote for the purchase (EX25188) has been procured for a total of \$33,308.00. This leaves a difference of \$13,308.00.

This equipment will prolong the life of current city/unit assets, such as the M300 drone. The Red River Valley – UAS team would like to request a budget adjustment to utilize existing cash in the fund for an increase to account 222-4025-412.74-10 in the amount of \$13,308.00.

**RECOMMENDED MOTION:** Approve the budget adjustment using existing funds to account 222-4025-412.74-10 in the amount of \$13,308.00.

## 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](mailto: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: Fire - RRVUAS

REQUESTED BY: Craig Nelson

PROJECT NUMBER : \_\_\_\_\_

DATE PREPARED: 6/13/2025

DESCRIPTION OF REQUEST:

\$13,308 addition  
batteries to repla  
aging drones. This

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
222-4025-412.74-10	\$ 20,000	\$ 13,308	= \$ 33,308
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 13,308	

**PLEASE NOTE:** Budget Adjustments that increase expenditures **MUST** be approved by Finance & Commission.

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# \_\_\_\_\_





29

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

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
DIRECTOR OF PUBLIC HEALTH

**DATE: JUNE 2, 2025**

**RE: PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS  
PUBLIC SCHOOL DISTRICT  
FUNDS: \$67,211.66  
EXPIRES: 06/30/2026**

The attached purchase of service agreement is with Central Cass Public School District for \$67,211.66 for nursing services for the 2025-2026 school year.

**BUDGET ADJUSTMENT**

No budget adjustments.

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

**Suggested Motion:**

Move to approve the purchase of service agreement with Central Cass Public School District.

JF/lls  
Attachment



**PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**  
NURSING- SCHOOL  
TERM: 07/01/2025 TO 06/30/2026 · Page 1 of 8

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

**Whereas**, Fargo Cass Public Health, 1240 25<sup>th</sup> Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

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

**I. TERMS OF CONTRACT**

The term of this contract shall be for the school year 2025-2026, beginning on July 1, 2025, and ending on June 30, 2026. This contract may be renewed for subsequent school years by written agreement of the parties. Provided that either party may terminate this contract at any time upon thirty (30) days written notice to other party.

**II. TERMINATION**

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

**III. SCOPE OF SERVICE**

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

**IV. COMPENSATION**

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 70 percent for the district and 30 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken during the regularly scheduled school year by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on extended leave.
3. Central Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 60 hours to use over the school year. Therefore, Central Cass Public School District agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 60 hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$54.96.
4. Fargo Cass Public Health will be reimbursed at a rate of 70 percent for nurses and aides who take time off during non-scheduled school days, up to two weeks, between August 20, 2025, and May 21, 2026.
5. Mileage expense for nursing staff and aides to travel between Fargo Cass Public Health and Central Cass Public School shall be reimbursed at the IRS rate, which is currently at .70 cents per mile, up to a maximum of 500 miles per school year.



**PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**  
NURSING- SCHOOL  
TERM: 07/01/2025 TO 06/30/2026 - Page 2 of 8

**V. CHANGES**

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

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

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

**VII. AUTHORITY TO SUBCONTRACT**

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

**VIII. INDEPENDENT CONTRACTOR**

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

**IX. COPYRIGHT**

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

**X. AGREEMENT CONSTITUTES CONTRACT**

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

**XI. PROVIDER ASSURANCES**

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

**XII. INTEGRATION AND MODIFICATION**

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

**XIII. COLLATERAL CONTRACTS**

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

**XIV. ACCESS TO RECORDS**

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

**XV. RETENTION OF RECORDS**

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



**PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

**NURSING- SCHOOL**

TERM: 07/01/2025 TO 06/30/2026 - Page 3 of 8

**XVI. CONFIDENTIALITY**

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

**XVII. APPLICABLE LAW**

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

**XVIII. CAPTIONS**

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

**XIX. EXECUTION AND COUNTERPARTS**

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

**XX. AMENDMENTS**

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

**XXI. NOTICES**

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

**XXII. SUCCESSORS IN INTEREST**

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

**XXIII. SEVERABILITY**

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

**XXIV. WAIVER**

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

**XXV. MERGER CLAUSE**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by



**PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS PUBLIC SCHOOL  
DISTRICT AND FARGO CASS PUBLIC HEALTH**  
NURSING- SCHOOL  
TERM: 07/01/2025 TO 06/30/2026 · Page 4 of 8

the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

**XXVI. INDEMNIFICATION AND HOLD HARMLESS**

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

**XXVII. COMPLIANCE WITH LAWS**

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

**XXVIII. NON- DISCRIMINATION**

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



**PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**  
NURSING- SCHOOL  
TERM: 07/01/2025 TO 06/30/2026 · Page 5 of 8

**SERVICES PROVIDED:** See Attachment A (Goals and Objectives)

**REIMBURSEMENT:** See Attachment B (Budget)

**PROVIDER ASSURANCES:** See Attachment C (Provider Assurances)

**PROVIDER- FARGO CASS PUBLIC HEALTH**

Jenn Faul 04/22/2025  
Jenn Faul, Director of Public Health Date

**CENTRAL CASS PUBLIC SCHOOL DISTRICT**

Morgan Forness 5/12/25  
Morgan Forness, Superintendent Date

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

**ATTEST:**

\_\_\_\_\_  
Steve Sprague, City Auditor



**PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**  
NURSING- SCHOOL  
TERM: 07/01/2025 TO 06/30/2026 · Page 6 of 8

**ATTACHMENT A  
SCHOOL HEALTH PROGRAM  
A COLLABORATIVE PROGRAM BETWEEN  
CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

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

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

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

**OBJECTIVES:**

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

- A. Manage health care in the school health program**  
The nurse will participate in planning, implementation, and evaluation of the program.
- B. Deliver health services**  
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow-through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. Advocate for the health rights of children**  
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups**  
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education**  
The nurse will participate in health education program activities for children, youth, school personnel, and the community.



**PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS PUBLIC SCHOOL  
DISTRICT AND FARGO CASS PUBLIC HEALTH  
NURSING- SCHOOL  
TERM: 07/01/2025 TO 06/30/2026 · Page 7 of 8**

**ATTACHMENT B  
2025 - 2026  
SCHOOL HEALTH SERVICES BUDGET**

**SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2025 to 6-30-2026**

**NURSING COVERAGE- Central Cass at 70% and FCPH at 30%**

<u>Staff</u>	<u>Hours/week</u>	<u>Weeks</u>	<u>Hourly compensation</u>	<u>Total</u>
Nurse	30	35	\$ 54.96	\$ 57,708.00
	30	2	\$ 54.96	\$ 3,297.60
RN ADMINISTRATION COST	36 hours per budget year		\$ 64.45	\$ 2,320.20
			Sub-total	\$ 63,325.80
			Central Cass @ 70%	\$ 44,328.06
			FCPH @ 30%	\$ 18,997.74
Additional Hours at 100%	10	35	\$ 54.96	\$ 19,236.00
Additional Hours at 100%	60 hours/year		\$ 54.96	\$ 3,297.60
Mileage	Up to 500 miles/year		\$ 0.70	\$ 350.00
			Central Cass at 100%	\$ 22,883.60
<b>CENTRAL CASS TOTAL</b>				<b>\$ 67,211.66</b>
<b>FCPH TOTAL</b>				<b>\$ 18,997.74</b>

NOTE: TOTAL COST FOR FCPH 7-1-2025 TO 6-30-2026= \$18,997.74





**PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS PUBLIC SCHOOL  
DISTRICT AND FARGO CASS PUBLIC HEALTH  
NURSING- SCHOOL  
TERM: 07/01/2025 TO 06/30/2026 · Page 8 of 8**

**ATTACHMENT C  
PROVIDER ASSURANCES**

- A.** All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B.** No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C.** The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D.** The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E.** The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F.** Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G.** The Provider shall not assign this agreement.
- H.** Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.



30

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## Memorandum

DATE: June 23, 2025  
TO: Mayor Mahoney and Board of City Commissioners  
FROM: Shawn Ouradnik, Inspections Director  
SUBJECT: Dangerous Building Public Hearing Request 2826 12 St S 58103

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The property owner of 2826 12 St S 58103, MICHAEL JACOBSON ETAL, has failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal or repair. In accordance with Fargo Municipal Code Article 21-04, a hearing date is scheduled for June 23, 2025.

Article 21-0406 also allows court action if that is the course the commission chooses to take.

Article 21-0412 allows any person desiring to appeal the order issued by the board of city commissioners to do so in the district court.

The recommendation is to: **make a motion, in accordance with FMC Article 21-04, to set 5:05 pm Monday, July 21, 2025 as the time and date for the hearing regarding the dangerous building order for the structure at 2826 12 St S 58103.**

(31)

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Urban Plains Medical Park Second Addition	<b>Date:</b>	2/26/2025 6/19/2025
<b>Location:</b>	4651 30 <sup>th</sup> Avenue South	<b>Staff Contact:</b>	Donald Kress, planning coordinator
<b>Legal Description:</b>	Lot 6, Block 1, Urban Plains Medical Park Addition		
<b>Owner(s)/Applicant:</b>	Urban Plains Land Company, LLC and Urban Plains Wonders, LLC /Goldmark Design and Development	<b>Engineer:</b>	Neset Land Surveys
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Plat of <b>Urban Plains Medical Park Second Addition</b> , a replat of Lot 6, Block 1, Urban Plains Medical Park Addition to the City of Fargo, Cass County, North Dakota)		
<b>Status:</b>	City Commission Consent Agenda: June 23rd, 2025		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Undeveloped	<b>Land Use:</b> Commercial
<b>Zoning:</b> LC, Limited Commercial	<b>Zoning:</b> No change
<b>Uses Allowed:</b> LC – Limited Commercial. Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, off premise advertising signs, commercial parking, retail sales and service, <del>self service storage, vehicle repair, limited vehicle service,</del> and certain telecommunications facilities.  <b>Conditional Overlay Ordinance No. 5153 provides building and site design standards and prohibits certain uses as shown above.</b>	<b>Uses Allowed:</b> No change; Conditional Overlay will carry through to new subdivision
<b>Maximum Building Coverage:</b> 55%	<b>Maximum Building Coverage:</b> No change

**Proposal:**

The applicant requests one entitlement:

1. A minor subdivision, entitled **Urban Plains Medical Park Second Addition**, a replat of Lot 6, Block 1, Urban Plains Medical Park 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: LC with C-O 4978; commercial uses
- East: LC with C-O 4978 and CUP for household living in the LC; multi-dwelling residential use
- South: LC with C-O 4978; commercial uses
- West: LC with C-O 5153; undeveloped

(continued on next page)

**Area Plans:**

Fargo Growth Plan 2024 designates the place type of the subject property as "Mixed Commercial, Office, and Residential." Primary uses within this place type designation include commercial/retail, office, and flex buildings. The proposed development is consistent with this place type designation.

**Context:**

**Schools:** The subject property is located within the West Fargo School District, specifically within the Freedom Elementary, Liberty Middle and Sheyenne schools.

**Parks:** Urban Plains Park (3020 52st Street South) is located approximately 0.20 miles west of the subject property and provides amenities of playground, ages 2-5; playground, ages 5-12; recreational trails; restrooms; and a shelter.

**Pedestrian / Bicycle:** There is a 10-foot wide multi-use path along the southwestern and southeastern property frontages.

**Neighborhood:** The subject property is included in the Urban Plains Neighborhood.

**MATBUS Route:** A stop of MATBus route 24 is located approximately 0.30 miles west of the subject property at the intersection of 30<sup>th</sup> Avenue South and 51<sup>st</sup> Street South. Route 24 serves West Acres, Sanford Medical Center, Cashwise Foods, Bluestem Dr, Costco, 19th Avenue South & Burlington Drive.

**Staff Analysis:**MINOR SUBDIVISION

The plat will replat one lot into two lots in one block for commercial development, and will create a break in the negative access easement along Brandt Drive South.

ACCESS

The project site will take access from 30th Avenue South; a shared access will serve both Lots 1 and 2. Lot 2 will also take access from Brandt Drive South through a break in the negative access depicted on this plat.

CONDITIONAL OVERLAY

Conditional Overlay Ordinance No. 5153 applies to this property and will carry through to the new subdivision.

EXISTING LANDSCAPE EASEMENT

The 10-foot wide landscape easement depicted on the plat was created on the Urban Plains by Brandt First Addition plat and has carried through subsequent replats. This easement is referred to in the Urban Plains by Brandt First Addition amenities plan (June, 2006).

AMENITIES PLAN

The City and the applicant have signed an amenities plan that mainly addresses stormwater management and flood protection. No right of way dedications are required on this plat.

**Minor Subdivision**

The LDC stipulates that the following criteria are met before a minor plat can be approved:

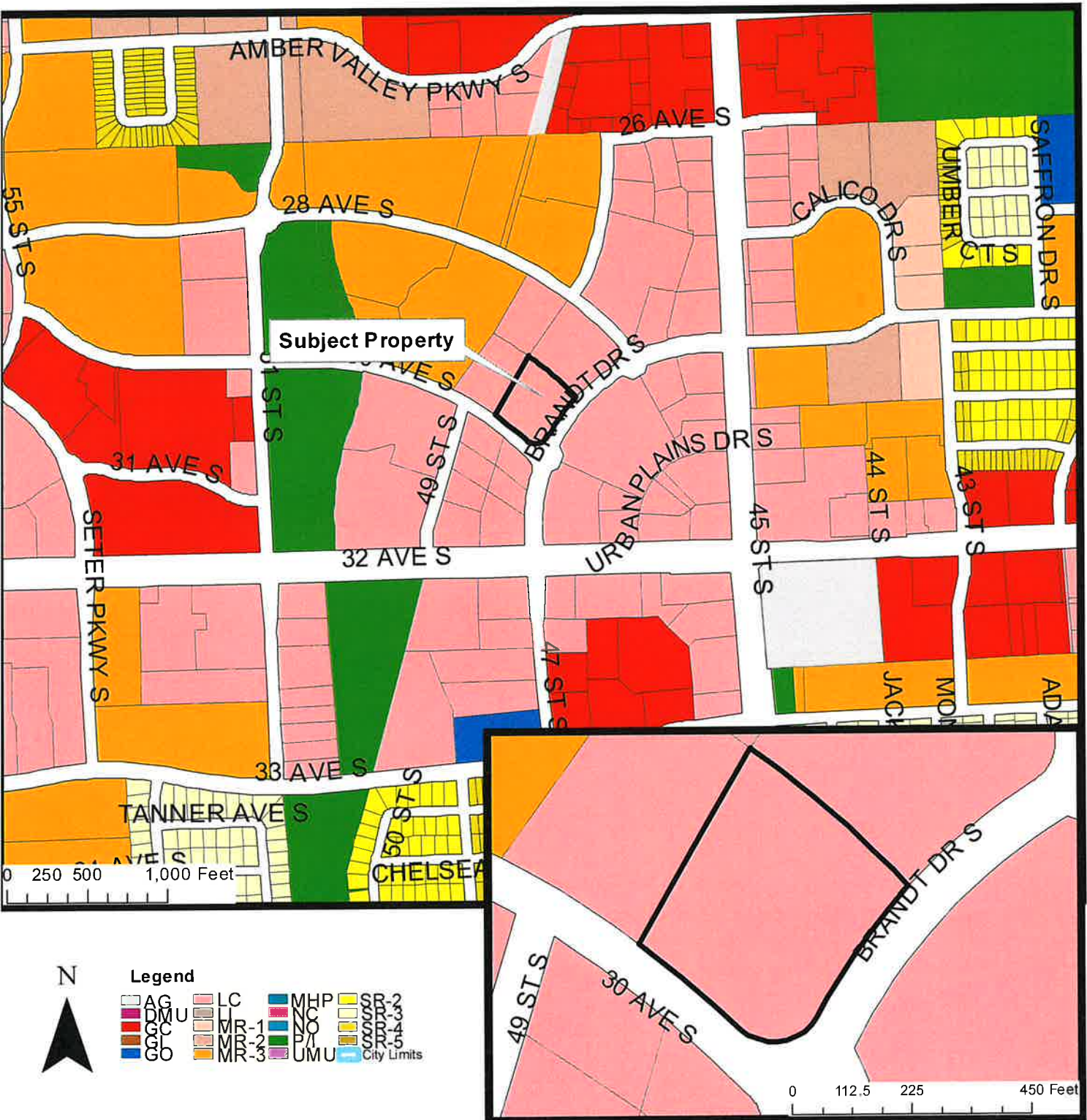
- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 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 LC, Limited Commercial with Conditional Overlay Ordinance No. 5153. No zone change is proposed. This zoning is consistent with the "Mixed Commercial, Office, and

<p>Residential” place type designation of Fargo Growth Plan 2024. 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 not received any public comments on inquiries. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments.</p> <p><b>(Criteria Satisfied)</b></p> <p><b>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.</b></p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the City’s Infrastructure Funding Policy, which may include the use of special assessments.</p> <p><b>(Criteria Satisfied)</b></p>
<p><b>Staff Recommendation:</b></p>
<p>Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the <b>Urban Plains Medical Park Second Addition</b>, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.”</p>
<p><b>Planning Commission Recommendation: March 4<sup>th</sup>, 2025</b></p>
<p>At the March 4<sup>th</sup>, 2025, Planning Commission hearing, that Commission, by a vote of 10-0 with one Commissioner absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the <b>Urban Plains Medical Park Second Addition</b>, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.”</p>
<p><b>Attachments:</b></p>
<ol style="list-style-type: none"> <li>1. Zoning map</li> <li>2. Location map</li> <li>3. Preliminary plat</li> </ol>

## Minor Subdivision

### Urban Plains Medical Park Second Addition

4651 30th Avenue South



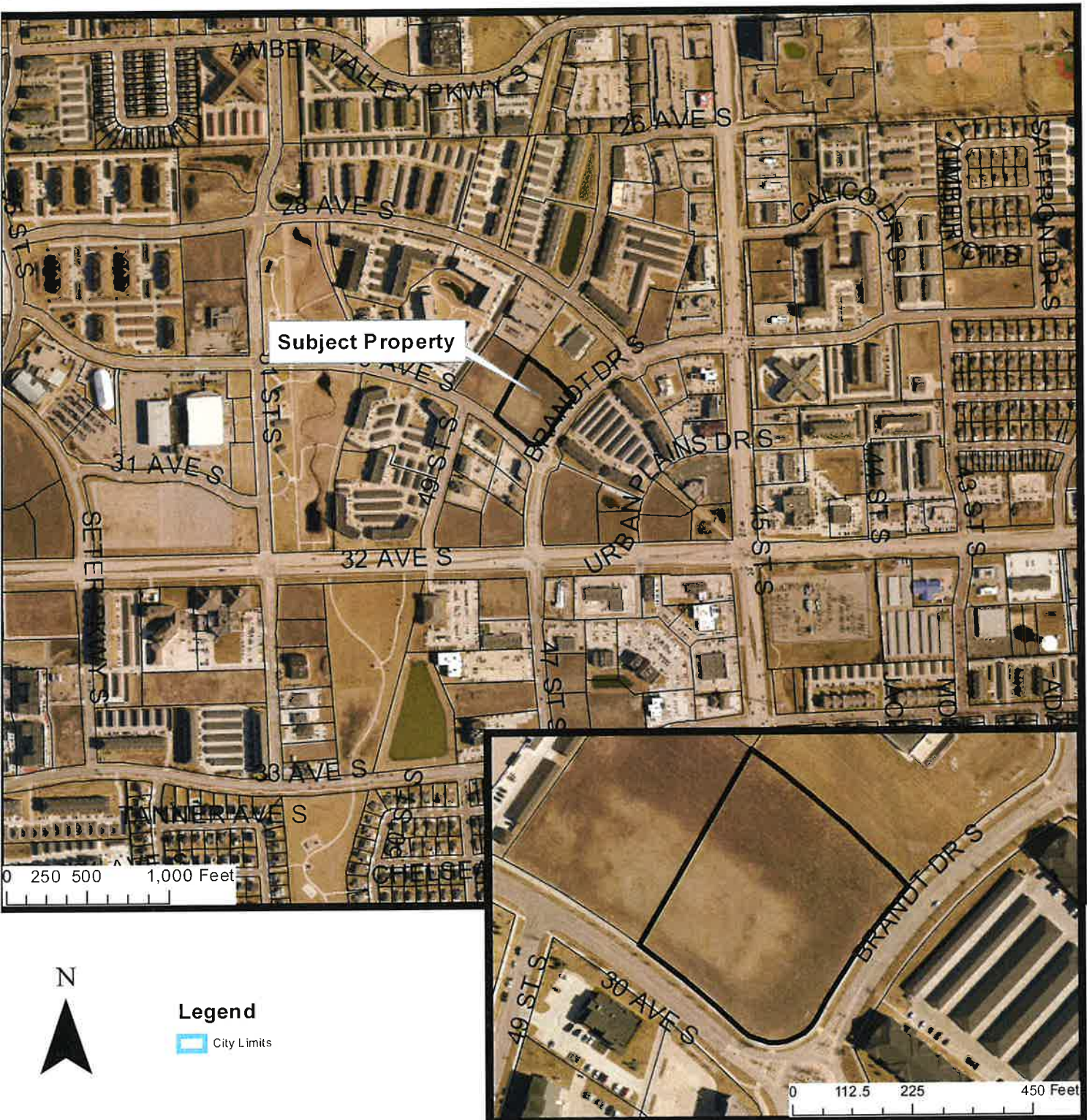
Fargo Planning Commission  
March 04, 2025



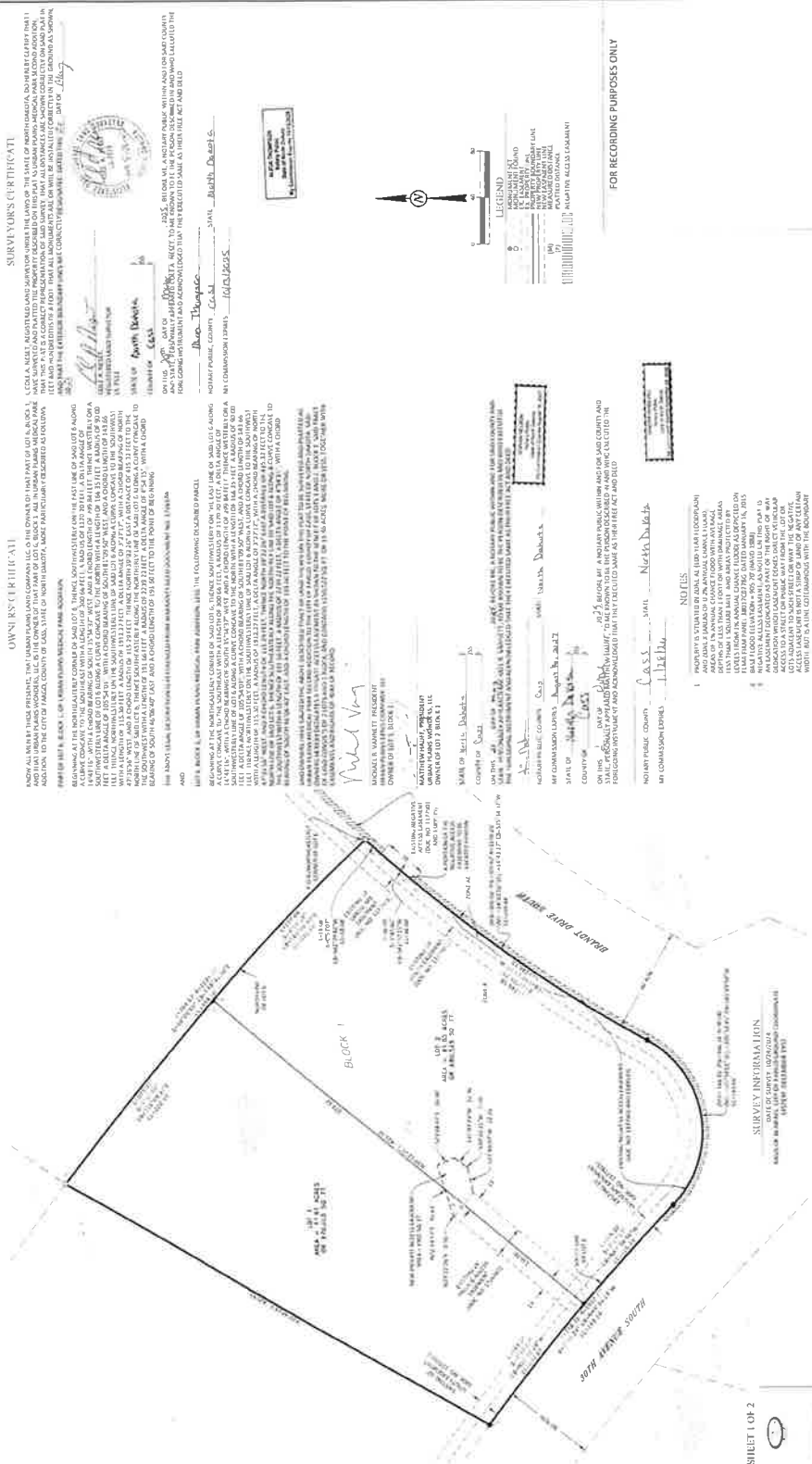
## Minor Subdivision

### Urban Plains Medical Park Second Addition

4651 30th Avenue South



Fargo Planning Commission  
March 04, 2025





URBAN PLAINS MEDICAL PARK SECOND ADDITION  
A MINOR SUBDIVISION  
A REPLAT OF LOT 6, BLOCK 1, OF URBAN PLAINS MEDICAL PARK ADDITION  
TO THE CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAN IN THE CITY OF FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TOM BOLDEN, P.E., CITY ENGINEER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

CITY OF \_\_\_\_\_

DATE OF \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

CITY COMMISSION APPROVAL

THIS PLAN IN THE CITY OF FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TIMOTHY J. MAHOEY, MAYOR

STEVE SPANGLER, CITY CLERK

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

CITY OF \_\_\_\_\_

DATE OF \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

CITY PLANNING COMMISSION APPROVAL

APPROVED BY THE CITY OF FARGO PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CHRISTOPHER R. FINE, CHAIR

PLANNING COMMISSION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

CITY OF \_\_\_\_\_

DATE OF \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

FOR RECORDING PURPOSES ONLY

SHEET 2 OF 2



City of Fargo, ND



**PUBLIC  
WORKS**

**FLEET MANAGEMENT, FORESTRY  
STREETS & SEWERS  
WATERMAINS & HYDRANTS**  
402 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.1453 | Fax: 701.241.8100  
[FargoND.gov](http://FargoND.gov)

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June 13, 2025

The Honorable Board of City Commissioners  
225 4<sup>th</sup> Street N.  
City of Fargo  
Fargo, ND 58102

RE: Authorization to Extend the 2022/2023 Sidewalk Snow and Ice Removal Services for Code Enforcement Contracts with Turf Tamers LLC. and Valley Green & Associates for the 2025/2026 snow season (RFP22129).

Commissioners:

On August 4, 2022, a total of five (5) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services, Code Enforcement (RFP22129). The contracted service assists Public Works with snow and ice removal from sidewalks that are out of compliance with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk". See the attached bid tabulation. Based on the stated criteria and staff review, Turf Tamers LLC. and Valley Green & Associates were awarded the Sidewalk Snow and Ice Removal Services for Code Enforcement Contract for the 2022/2023 snow season. As part of the 2022/2023 RFP, language was included that allows for two (2), 1-year extensions after the initial 3-year contract under the original terms of the RFP.

Public Works staff has visited with both 2022/2023 approved contract holders Turf Tamers LLC. and Valley Green & Associates, and at this time, we are requesting authorization to extend the contracts for the 2025/2026 snow season under the terms of the initial 2022 RFP (RFP22129).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP22129), to extend the initial 2022/2023 award contracts for Sidewalk Snow and Ice Removal Services for Code Enforcement with Turf Tamers LLC. and Valley Green & Associates for the 2025/2026 season under the terms and conditions of the initial 2022 RFP (RFP22129).

Respectfully submitted,

Corey Houim  
Services Manager  
Fargo Public Works

**Bid Tabulation for Sidewalk Snow and Ice Removal Services**

**Code Enforcement**

**City of Fargo RFP 22129**

**Bids Received August 4th, 2022**

<b>Equipment</b>	<b>Turf Tamers</b>	<b>JT Lawn</b>	<b>Valley Green</b>	<b>All Terrain</b>	<b>Funks Lawn Care</b>
Skid Steer w/ Bucket	\$120.00	\$125.00	\$110.00	\$110.00	-
Skid Steer w/ Snow Blower	\$140.00	\$125.00	\$110.00	\$110.00	-
Toolcat w/ Bucket	\$120.00	-	\$95.00	\$110.00	\$115.00
Toolcat w/ Snow Blower	\$140.00	-	\$95.00	\$110.00	\$115.00
Walk Behind Snow Blower	\$85.00	\$95.00	\$75.00	\$110.00	\$80.00
Laborer	\$80.00	\$85.00	\$75.00	\$110.00	\$67.00
3039 Tractor w/ 52" Blower	\$100.00				
Ventrac Tractor w/ Blower	\$100.00				
Holder C70 Blower/Bucket	\$175.00				
Ice Melt per pound	\$0.40	\$0.50	\$0.65	\$1.00	\$0.90
Inspection Fee	\$40.00	\$75.00	\$95.00	\$100.00	\$25.00

**SERVICES AGREEMENT  
SIDEWALK SNOW AND ICE REMOVAL SERVICES  
CODE ENFORCEMENT**

**I. Agreement**

This agreement is between the City of Fargo (City) and Turf Tamers LLC. (Contractor) to provide "code enforcement" sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extension, provided the extension is signed by parties on or before September 30 of the appropriate year.

**II. Scope of Services**

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee outlined in Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specifications sheets. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

MAS 5-27-25

Timeframe

Contractor will be required to complete the snow and ice removal services of assigned sidewalks within 24 hours of notification from Street Department staff. During extreme conditions, the completion deadline may be extended but the contractor must start work within 24 hours of notification. In no event will the sidewalk condition exist beyond 72 hours.

Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed. Incomplete or inaccurate photographs may result in loss of payment for the service.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractor will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice removal services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

**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 render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

MAS 5-27-25

**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.

MAS 5-27-25

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5-27-25

Turf Tamers LLC.

By: 

Its: Mike Suelser

Date: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

MAS 5-27-25

**BID SHEET**

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

**Snow Removal Equipment Cost**

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 120. <sup>no</sup> / <sub>100</sub>
Skid Steer Front Loader with Snow Blower and Operator	\$ 140 <sup>no</sup> / <sub>100</sub>
Toolcat Utility Machine with Bucket and Operator	\$ 120 <sup>no</sup> / <sub>100</sub>
Toolcat Utility Machine with Snow Blower and Operator	\$ 140 <sup>no</sup> / <sub>100</sub>
Walk Behind Snow Blower and Operator	\$ 85 <sup>no</sup> / <sub>100</sub>
Laborer	\$ 80 <sup>no</sup> / <sub>100</sub>

Please see attach  
Sheet with  
more equipment.

**Ice Removal Product Cost** (price should include product and cost to apply)  
(Attached Product Specification Sheet)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ ,40

**Sidewalk Inspection Fee** (If the sidewalk is found within compliance and no work is required.)

Service	Fee per Occurrence
Inspection Fee	\$ 40. <sup>no</sup> / <sub>100</sub>

MAS 5-27-25



Turf Tamers LLC.

PO Box 9435  
Fargo ND 58106

Phone # 701-356-2990      turftamersfargo@gmail.com

Date	Estimate #
5/17/2025	10232

Name / Address
City Of Fargo 200 North Third Street Fargo, ND 58102

		P.O. No.	Terms	Project
Turf Tamers Fargo, ND			Due on receipt	Public Works Dept
Description	Qty	U/M	Rate	Total
Snow removal with skid steer 10' KAGE System, or snow removal bucket. This price includes the labor and machine.	1		120.00	120.00
Use of a Skid Steer with a hydraulic snowblower.	1	hr	140.00	140.00
Per hour use of 3039 Tractor with blower/ broom.	1		100.00	100.00
Holder 100 HP sidewalk machine with snowblower.	1		175.00	175.00
Snow removal with sidewalk snow removal machine with a broom or blower, or fine detail work.	1		85.00	85.00
Ice Slicer granular ice melt with pre-wet chloride. The application rate of this product is much lower than sand salt mixture, as well as the effective temperature range. Good to -20 Degrees. Per pound pricing. This is the poundage estimated by the size of your lot. The actual amount applied and billed will be determined at the time of application.	1	lb	0.40	0.40
City Of Fargo inspection fee. Homeowner has completed the snow removal.	1		40.00	40.00
No Sales Tax (Recurring)			0.00%	0.00
			<b>Total</b>	<b>\$660.40</b>

MAS 5-29-25

**SERVICES AGREEMENT  
SIDEWALK SNOW AND ICE REMOVAL SERVICES  
CODE ENFORCEMENT**

**I. Agreement**

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide “code enforcement” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the appropriate year.

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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: 5/12/25



Valley Green & Associates

By: Nicole Abrahamson

Its: Office Manager

Date: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

**BID SHEET**

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

**Snow Removal Equipment Cost**

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 110
Skid Steer Front Loader with Snow Blower and Operator	\$ 110
Toolcat Utility Machine with Bucket and Operator	\$ 95
Toolcat Utility Machine with Snow Blower and Operator	\$ 95
Walk Behind Snow Blower and Operator	\$ 75
Laborer	\$ 75

**Ice Removal Product Cost** (price should include product and cost to apply)  
(Attached Product Specification Sheet)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ 65 <sup>¢</sup> / lb

**Sidewalk Inspection Fee** (If the sidewalk is found within compliance and no work is required.)

Service	Fee per Occurrence
Inspection Fee	\$ 95



**PUBLIC  
WORKS**

**FLEET MANAGEMENT, FORESTRY  
STREETS & SEWERS  
WATERMAINS & HYDRANTS**  
402 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.1453 | Fax: 701.241.8100  
[FargoND.gov](http://FargoND.gov)

(33)

June 13, 2025

The Honorable Board of City Commissioners  
225 4<sup>th</sup> Street N.  
City of Fargo  
Fargo, ND 58102

RE: Authorization to extend the 2022/2023 Sidewalk Snow and Ice Removal Services for City Owned Properties Contract with Valley Green & Associates for the 2025/2026 snow season (RFP22139).

Commissioners:

On August 11<sup>th</sup> 2022, a total of two (2) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services for City Owned Properties (RFP22139). The contracted service assists Public Works with snow and ice removal from city owned sidewalks. See the attached bid tabulation. Based on the stated criteria and staff review, Valley Green & Associates was awarded the Sidewalk Snow and Ice Removal Services for City Owned Properties Contract for the 2022/2023 snow season. As part of the 2022/2023 RFP, language was included that allowed for two (2) 1-year extensions after the initial 3-year contract.

Public Works staff has visited with the 2022/2023 approved contract holder, Valley Green & Associates, and at this time, we are requesting authorization to extend the contract for the 2025/2026 snow season under the terms of the initial 2022 RFP (RFP22139).

**RECOMMENDED MOTION:** I/we hereby move based on the request for proposal (RFP22139), to extend the initial 2022/2023 award contract for Sidewalk Snow and Ice Removal Services for City Owned Properties Contract with Valley Green and Associates for the 2025/2026 snow season under the terms and conditions of the initial 2022 RFP (RFP22139).

Respectfully submitted,

Corey Houim  
Services Manager  
Fargo Public Works

### City of Fargo Sidewalk Snow Removal - Section A

	Location	Map Page #	Snow Removal \$ Amount	Chemical Application \$ Amount
1	4477 Riverwood Drive North	1	\$7.85	\$8.90
2	4525 Riverwood Drive North	1	\$7.85	\$8.90
3	901 41st Avenue North	2	\$8.00	\$9.00
4	902 41st Avenue North	2	\$8.00	\$9.00
5	906 41st Avenue North	2	\$8.00	\$9.00
6	901 42nd Avenue North	2	\$8.00	\$9.00
7	902 42nd Avenue North	2	\$8.00	\$9.00
8	906 42nd Avenue North	2	\$8.00	\$9.00
9	40th Ave N Bridge Sidewalk and Approach	2	\$25.00	\$27.50
10	3715 10th ST N	3	\$7.85	\$8.90
11	36th Ave N and University Dr.	4	\$45.00	\$50.00
12	35th Ave NE & Elm St (Loop)	5	\$7.85	\$8.90
13	955 32nd Ave N	6	\$7.85	\$8.90
14	2921 2 St N	7	\$7.85	\$8.90
15	2922 2 St N	7	\$7.85	\$8.90
16	2925 2 St N	7	\$7.85	\$8.90
17	2926 2 St N	7	\$7.85	\$8.90
18	160 N Woodcrest Dr N	8	\$7.85	\$8.90
19	166 N Woodcrest Dr N	8	\$7.85	\$8.90
20	19th Ave N, 45th St to 41st St	9	\$175.00	\$195.00
21	45th St, Railroad Crossing	9	\$15.00	\$17.00
22	19th Ave N, I29 Overpass	10	\$100.00	\$110.00
23	101 Woodland Dr N	11	\$7.85	\$8.90
24	97 Woodland Dr N	11	\$7.85	\$8.90
25	93 Woodland Dr N	11	\$7.85	\$8.90
26	89 Woodland Dr N	11	\$7.85	\$8.90
27	85 Woodland Dr N	11	\$7.85	\$8.90
28	81 Woodland Dr N	11	\$7.85	\$8.90
29	75 Woodland Dr N	11	\$7.85	\$8.90
30	69 Woodland Dr N	11	\$7.85	\$8.90
31	63 Woodland Dr N	11	\$7.85	\$8.90
32	55 Woodland Dr N	11	\$7.85	\$8.90
33	51 Woodland Dr N	11	\$7.85	\$8.90
34	45 Woodland Dr N	11	\$7.85	\$8.90
35	41 Woodland Dr N	11	\$7.85	\$8.90
36	37 Woodland Dr N	11	\$7.85	\$8.90
37	31 Woodland Dr N	11	\$7.85	\$8.90
38	25 Woodland Dr N	11	\$7.85	\$8.90
39	19 Woodland Dr N	11	\$7.85	\$8.90
40	15 Woodland Dr N	11	\$7.85	\$8.90
41	7 Woodland Dr N	11	\$7.85	\$8.90
42	1625 Elm St	11	\$7.85	\$8.90
43	1619 Elm St	11	\$7.85	\$8.90
44	1613 Elm St	11	\$7.85	\$8.90
45	1607 Elm St	11	\$7.85	\$8.90
46	1601 Elm St	11	\$7.85	\$8.90
47	1519 Elm St	11	\$7.85	\$8.90
48	1501 Elm St	11	\$7.85	\$8.90
49	1455 Elm St	11	\$7.85	\$8.90
50	1318 Elm St	12	\$7.85	\$8.90
51	1314 Elm St	12	\$7.85	\$8.90
52	1313 Elm St	12	\$7.85	\$8.90



53	1341 Oak St	12	\$7.85	\$8.90
54	1333 Oak St	12	\$7.85	\$8.90
55	12 N Terrace	13	\$7.85	\$8.90
56	16 N Terrace	13	\$7.85	\$8.90
57	18 N Terrace	13	\$7.85	\$8.90
58	24 N Terrace	13	\$7.85	\$8.90
59	26 N Terrace	13	\$7.85	\$8.90
60	40 N Terrace	13	\$7.85	\$8.90
61	42 N Terrace	13	\$7.85	\$8.90
62	44 N Terrace	13	\$7.85	\$8.90
63	46 N Terrace	13	\$7.85	\$8.90
64	60 N Terrace	13	\$7.85	\$8.90
65	62 N Terrace	13	\$7.85	\$8.90
66	64 N Terrace	13	\$7.85	\$8.90
67	66 N Terrace	13	\$7.85	\$8.90
68	68 N Terrace	13	\$7.85	\$8.90
69	70 N Terrace	13	\$7.85	\$8.90
70	139 S Terrace	13	\$7.85	\$8.90
71	135 S Terrace	13	\$7.85	\$8.90
72	129 S Terrace	13	\$7.85	\$8.90
73	125 S Terrace	13	\$7.85	\$8.90
74	99 S Terrace	13	\$7.85	\$8.90
75	95 S Terrace	13	\$7.85	\$8.90
76	93 S Terrace	13	\$7.85	\$8.90
77	87 S Terrace	13	\$7.85	\$8.90
78	8 S Terrace	13	\$7.85	\$8.90
79	79 S Terrace	13	\$7.85	\$8.90
80	63 S Terrace	13	\$7.85	\$8.90
81	53 S Terrace	13	\$7.85	\$8.90
82	49 S Terrace	13	\$7.85	\$8.90
83	45 S Terrace	13	\$7.85	\$8.90
84	41 S Terrace	13	\$7.85	\$8.90
85	37 S Terrace	13	\$7.85	\$8.90
86	33 S Terrace	13	\$7.85	\$8.90
87	31 S Terrace	13	\$7.85	\$8.90
88	27 S Terrace	13	\$7.85	\$8.90
89	23 S Terrace	13	\$7.85	\$8.90
90	17 S Terrace	13	\$7.85	\$8.90
91	1102 7th Ave N	14	\$10.00	\$12.50
92	1112 7th Ave N	14	\$10.00	\$12.50
93	1114 7th Ave N	14	\$10.00	\$12.50
94	1116 7th Ave N	14	\$10.00	\$12.50
95	15th St N & Dakota Drive	15	\$20.00	\$25.00
96	14th St N & 7th Ave	16	\$30.00	\$39.50
97	1600 7th Ave N (Northside of drainage ditch)	16	\$15.00	\$17.75
98	1603 3rd Ave N	17	\$15.00	\$17.75
99	34th St N & 7th Ave	18	\$15.00	\$17.75
100	2101, 2015 6th Ave S	19	\$15.00	\$17.75
101	319-321 18th St S	19	\$15.00	\$17.75
102	9th Ave S & 21st St	20	\$15.00	\$17.75
103	1512 48th St S	21	\$32.00	\$40.00
104	1568 48th St S	21	\$32.00	\$40.00
105	1703 49 St S	22	\$15.00	\$17.75
106	1705 52 St S	22	\$15.00	\$17.75
107	1837 35th St S	23	\$17.50	\$21.13
108	17th Ave S & 32nd St	24	\$100.00	\$120.00

109	University Drive 14th Ave to 15 1/2 Ave S	25	\$65.00	\$79.90
110	1114 4 St S	26	\$7.85	\$8.90
111	1118 4 St S	26	\$7.85	\$8.90
112	1124 4 St S	26	\$7.85	\$8.90
113	1128 4 St S	26	\$7.85	\$8.90
114	1204 4 St S	26	\$7.85	\$8.90
115	1308 S. River Rd	27	\$7.85	\$8.90
116	1330 S. River Rd	27	\$7.85	\$8.90
117	1334 S. River Rd	27	\$7.85	\$8.90
118	1342 S. River Rd	27	\$7.85	\$8.90
119	1348 S. River Rd	27	\$7.85	\$8.90
120	1408 S. River Rd	27	\$7.85	\$8.90
121	1414 S. River Rd	27	\$7.85	\$8.90
122	1422 S. River Rd	27	\$7.85	\$8.90
123	1430 S. River Rd	27	\$7.85	\$8.90
124	1436 S. River Rd	27	\$7.85	\$8.90
125	1442 S. River Rd	27	\$7.85	\$8.90
126	1450 S. River Rd	27	\$7.85	\$8.90
127	1454 S. River Rd	27	\$7.85	\$8.90
128	2959 32nd St S	28	\$7.85	\$8.90
129	2922 33rd St S	28	\$7.85	\$8.90
130	2925 Parkview Dr S	28	\$10.00	\$12.50
131	2631 Parkview Dr S	28	\$10.00	\$12.50
132	2696 Wheatland Dr S	28	\$10.00	\$12.50
133	28th Ave & Parkview Ln	28	\$20.00	\$25.00
134	26th Ave S & 33rd St S	28	\$30.00	\$39.00
135	4120 30th Ave S	29	\$35.00	\$45.00
136	2948 41st St S.	29	\$35.00	\$45.00
137	705 12th St N.		\$12.00	\$15.00
138	1117 3rd Ave N.		\$12.00	\$15.00
139	2102 6th Ave S.		\$67.50	\$72.50
140	916 5th Ave S.		\$12.00	\$15.00
142	802 32nd St N.		\$45.00	\$50.00
143	3129 7th Ave N.		\$25.00	\$40.00
145	69 4th St N.		\$67.50	\$72.50
146	714 12th St N.		\$12.00	\$15.00
147	3353 Maple Valley Leaf Loop South		\$10.00	\$12.00
148	924 5th St S.		\$10.00	\$12.00
Section A Totals			\$2,064.65	\$2,402.63

City of Fargo Sidewalk Snow Removal - Section B				
	Location	Map Page #	Snow Removal \$ Amount	Chemical Application \$ Amount
1	2610 Kirsten Lane S.	30	\$100.00	\$105.00
2	32nd Ave S, 22nd St S to 18th St S (north side)	31	\$100.00	\$105.00
3	University Dr S, 32nd Ave to 34th Ave (west median)	32	\$100.00	\$105.00
4	801 Harwood Dr S	33	\$7.85	\$8.90
5	701 Harwood Dr S	33	\$7.85	\$8.90
6	619 Harwood Dr S	33	\$7.85	\$8.90
7	601 Harwood Dr S	33	\$7.85	\$8.90
8	517 Harwood Dr S	33	\$7.85	\$8.90
9	509 Harwood Dr S	33	\$7.85	\$8.90
10	502 Harwood Dr S	33	\$7.85	\$8.90
11	501 Harwood Dr S	33	\$7.85	\$8.90
12	437 Harwood Dr S	33	\$7.85	\$8.90
13	520 Hackberry Dr S	33	\$7.85	\$8.90
14	610 Hackberry Dr S	33	\$7.85	\$8.90
15	618 Hackberry Dr S	33	\$7.85	\$8.90
16	626 Hackberry Dr S	33	\$7.85	\$8.90
17	702 Hackberry Dr S	33	\$7.85	\$8.90
18	714 Hackberry Dr S	33	\$7.85	\$8.90
19	720 Hackberry Dr S	33	\$7.85	\$8.90
20	802 Hackberry Dr S	33	\$7.85	\$8.90
21	3680 River Drive S	34	\$7.85	\$8.90
22	3702 River Drive S	34	\$7.85	\$8.90
23	3714 River Drive S	34	\$7.85	\$8.90
24	3720 River Drive S	34	\$7.85	\$8.90
25	3726 River Drive S	34	\$7.85	\$8.90
26	3732 River Drive S	34	\$7.85	\$8.90
27	3738 River Drive S	34	\$7.85	\$8.90
28	3802 River Drive S	34	\$7.85	\$8.90
29	3808 River Drive S	34	\$7.85	\$8.90
30	3820 River Drive S	34	\$7.85	\$8.90
31	3830 River Drive S	34	\$7.85	\$8.90
32	3832 River Drive S	34	\$7.85	\$8.90
33	3838 River Drive S	34	\$7.85	\$8.90
34	3902 River Drive S	34	\$7.85	\$8.90
35	3914 River Drive S	34	\$7.85	\$8.90
36	3920 River Drive S	34	\$7.85	\$8.90
37	3926 River Drive S	34	\$7.85	\$8.90
38	University Dr S, 37th Ave to 40th Ave (west side)	34	\$100.00	\$118.90
39	University Dr S, 40th Ave to 43rd Ave (west side)	35	\$160.00	\$190.00
40	1508 41st Ave S	35	\$15.00	\$20.00
41	32nd St S and 37th Ave S	36	\$35.00	\$41.25
42	40th Ave S, 18th St to 22nd St (north side)	37	\$100.00	\$110.00
43	40th Ave S, Both sides (36th St to 33rd St) and north side (36th St to 25th St)	37	\$300.00	\$350.00
44	2130 Sterling Rose Ln S	37	\$7.85	\$8.90
45	3227 39 Ave S	37	\$7.85	\$8.90
46	3233 39 Ave S	37	\$7.85	\$8.90
47	3301 39 Ave S	37	\$7.85	\$8.90
48	3305 39 Ave S	37	\$7.85	\$8.90
49	3309 39 Ave S	37	\$7.85	\$8.90
50	3311 39 Ave S	37	\$7.85	\$8.90
51	3315 39 Ave S	37	\$7.85	\$8.90
52	3321 39 Ave S	37	\$7.85	\$8.90
53	3333 39 Ave S	37	\$7.85	\$8.90
54	3339 39 Ave S	37	\$7.85	\$8.90
55	3347 39 Ave S	37	\$7.85	\$8.90
56	3355 39 Ave S	37	\$7.85	\$8.90

57	3361 39 Ave S	37	\$7.85	\$8.90
58	3365 39 Ave S	37	\$7.85	\$8.90
59	3369 39 Ave S	37	\$7.85	\$8.90
60	3373 39 Ave S	37	\$7.85	\$8.90
61	3401 39 Ave S	37	\$7.85	\$8.90
62	3405 39 Ave S	37	\$7.85	\$8.90
63	3409 39 Ave S	37	\$7.85	\$8.90
64	3415 39 Ave S	37	\$7.85	\$8.90
65	3419 39 Ave S	37	\$7.85	\$8.90
66	3423 39 Ave S	37	\$7.85	\$8.90
67	3427 39 Ave S	37	\$7.85	\$8.90
68	4003 Copperfield Ct S	37	\$7.85	\$8.90
69	4009 Copperfield Ct S	37	\$7.85	\$8.90
70	4015 Copperfield Ct S	37	\$7.85	\$8.90
71	4021 Copperfield Ct S	37	\$7.85	\$8.90
72	4027 Copperfield Ct S	37	\$7.85	\$8.90
73	4033 Copperfield Ct S	37	\$7.85	\$8.90
74	4497 Oakcreek Dr S	38	\$7.85	\$8.90
75	4493 Oakcreek Dr S	38	\$7.85	\$8.90
76	4489 Oakcreek Dr S	38	\$7.85	\$8.90
77	4485 Oakcreek Dr S	38	\$7.85	\$8.90
78	4481 Oakcreek Dr S	38	\$7.85	\$8.90
79	4477 Oakcreek Dr S	38	\$7.85	\$8.90
80	4473 Oakcreek Dr S	38	\$7.85	\$8.90
81	4469 Oakcreek Dr S	38	\$7.85	\$8.90
82	4465 Oakcreek Dr S	38	\$7.85	\$8.90
83	4461 Oakcreek Dr S	38	\$7.85	\$8.90
84	4457 Oakcreek Dr S	38	\$7.85	\$8.90
85	4453 Oakcreek Dr S	38	\$7.85	\$8.90
86	4449 Oakcreek Dr S	38	\$7.85	\$8.90
87	25th St S, Rose Creek Pkwy S to Carrie Rose Ln (do both sides on bridge)	38	\$95.00	\$105.00
88	4733 Douglas Dr S	38	\$7.85	\$8.90
89	4741 Douglas Dr S	38	\$7.85	\$8.90
90	4749 Douglas Dr S	38	\$7.85	\$8.90
91	36th St S, 38th Ave to 39th Ave (east side)	39	\$50.00	\$60.00
92	40th Ave S, 36th St to 40th St.	39	\$300.00	\$330.00
93	3949 40th Ave S	39	\$25.00	\$27.00
94	37th Ave S at Dorothea Ct	40	\$31.00	\$37.00
95	44th Ave S, 45th St to 53rd Ave	41	\$145.00	\$160.00
96	4497 53rd St S	42	\$23.00	\$28.00
97	4500 53rd St S	42	\$23.00	\$28.00
98	4610 53rd St S	42	\$23.00	\$28.00
99	4551 47th St S	43	\$23.00	\$27.50
100	4570 47th St S	43	\$23.00	\$27.50
101	4688 47th St S	43	\$23.00	\$27.50
102	4691 47th St S	43	\$23.00	\$27.50
103	42nd St S, 47th to 49th Ave S	44	\$35.00	\$37.00
104	4871 41st St S	44	\$37.00	\$39.00
105	4992 41st St S	44	\$30.00	\$32.00
106	3590 47 Ave S	45	\$15.00	\$17.00
107	3591 47 Ave S	45	\$15.00	\$17.00
108	52nd Ave S, both sides (20th St S to University Dr) north side (25th St S to 20th St S)	46	\$290.00	\$300.00
109	5209 20th St S	46	\$12.50	\$15.00
110	1702 52nd Ave S	46	\$7.85	\$8.90
111	58th Ave S at University Dr	47	\$37.50	\$41.00
112	7005 University Dr S	48	\$7.85	\$8.90

113	64th Ave S, 21st St S to University Dr S	49	\$165.00	\$175.00
114	25th St S, 58th Ave S to 64th Ave S	50	\$200.00	\$220.00
115	64th Ave S, 28th St to 33rd St	51	\$200.00	\$220.00
116	25th St S, 67th Ave S to 70th Ave S	52	\$185.00	\$195.00
<b>Section B Totals</b>			\$3,682.70	\$4,095.95

**SERVICES AGREEMENT  
SIDEWALK SNOW AND ICE REMOVAL SERVICES  
CITY OWNED PROPERTIES**

**I. Agreement**

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide “city owned properties” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extension, provided the extension is signed by parties on or before September 15 of the contract year.

**II. Scope of Services**

The contractor will perform the sidewalk snow and ice removal 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.

Location of Sidewalks

A complete list of addresses has been provided and attached as Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk. Contractor will be responsible to remove snow from crosswalks and approaches after city plows have made snow removal passes during snow events.

Icy Conditions

Contractor shall treat icy conditions using appropriate and industry standard chemical applications as necessary. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions. Timeframe Contractor will be required to complete snow removal of assigned sidewalks as to comply with **CITY ORDINANCE 18-0301**.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

**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 render per snow event as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 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: 5/12/25

  
Valley Green & Associates

By: Nicole Abrahamson

Its: Office Manager

Date: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

June 23, 2025

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

**RE: Public Transportation Agency Safety Plan Annual Update**

Commissioners,

Our safety plan requires an annual update and approval by the City Commission. This is our third annual update to the Safety Plan.

The safety committee reviewed the plan and approved the plan on May 22, 2025 at our bi-monthly committee meeting. Major changes incorporated into this annual update include:

- Updated Safety Committee Selection Guidance

**RECOMMENDED MOTION:** I/we move to approve the attached Public Transportation Agency Safety Plan.

Respectfully Submitted,



Jordan Smith  
Assistant Transit Director – Fleet and Facilities



# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) CITY OF FARGO

REVISED 5/22/2025



Prepared by: Jordan Smith  
METRO TRANSIT GARAGE, 650 23rd St. N. Fargo, ND 58102

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## TRANSIT AGENCY INFORMATION

Transit Agency Name	City of Fargo (Operating as MATBUS)
Transit Agency Address	650 23 <sup>rd</sup> St N Fargo, ND 58102
Name and Title of Accountable Executive	Julie Bommelman, Fargo Transit Director
Name of Chief Safety Officer(s) or SMS Executives	Jordan Smith, Fargo Assistant Transit Director - Fleet and Facilities
Mode(s) of Service Covered by This Plan	Fixed Route; Paratransit; On-Demand
List of All FTA Funding Types	5307, 5310, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Modés: Fixed Route and Paratransit. The City of Fargo uses contracted labor to operate the revenue vehicles for both modes.
Does the agency provide transit service on behalf of another transit agency?	The City of Fargo and City of Moorhead have a Joint Powers Agreement (JPA) for the operation of public transit in the metropolitan area. Under that agreement, the City of Fargo provides staff for building maintenance, vehicle maintenance, Fixed Route dispatch, mobility management, and Paratransit Reservationists, with the City of Moorhead paying a portion based on cost-sharing formulas in the JPA. The City of Fargo and the City of Moorhead jointly own the Metro Transit Garage where vehicles are stored, fueled and maintained and where administrative offices are located for City and contract staff. Fargo and Moorhead together select a contracted operator. Revenue vehicles are owned by the respective cities; however, Moorhead leases their vehicles to Fargo for operation of the Public Transportation system. The City of Fargo owns and operates the Ground Transportation Center (GTC) which acts as the main transfer facility for several routes from Fargo and Moorhead; there are also staff members located at the GTC. Moorhead cost shares in the GTC Operations.
Large Urbanized Area	Metropolitan area of Fargo, West Fargo, Horace, Moorhead, Dilworth

## ORGANIZATION STRUCTURE AND SYSTEM SAFETY RESPONSIBILITIES

CITY OF FARGO Accountable Executive Julie Bommelman	<p>The Transit Director serves as the City of Fargo Transit Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> <li>• Controls and directs human and capital resources needed to develop and maintain the PTASP and SMS.</li> <li>• Designates an adequately trained Chief Safety Officer who is a direct report.</li> <li>• Ensures that City of Fargo SMS is effectively implemented.</li> <li>• Ensures action is taken to address substandard performance in SMS.</li> <li>• Assumes ultimate responsibility for carrying out City of Fargo PTASP and SMS.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Maintains responsibility for carrying out the agency's Transit Asset Management Plan.</li> <li>• May delegate specific responsibilities, but the ultimate accountability for the transit agency's safety performance cannot be delegated and always rests with the Accountable Executive.</li> </ul>
CITY OF FARGO Chief Safety Officer Jordan Smith	<p>The Fargo Accountable Executive designates the Assistant Transit Director - Fleet and Facilities as the Chief Safety Officer. The Chief Safety Officer has the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> <li>• Develops the PTASP and SMS policies and procedures</li> <li>• Holds a direct line of reporting to the Accountable Executive.</li> <li>• Ensures and oversees day-to-day implementation and operation of the SMS.</li> <li>• Chairs the Safety Committee. <ul style="list-style-type: none"> <li>- Coordinates the activities of the committee</li> <li>- Establishes and maintains the Safety Event Log to monitor and analyze trends in hazards, occurrences, incidents, and accidents</li> <li>- Maintains and distributes minutes of committee meetings</li> </ul> </li> <li>• Advises the Accountable Executive on SMS progress and status.</li> <li>• Identifies substandard performance in the SMS and develops action plans for approval by the Accountable Executive.</li> <li>• Ensures policies are consistent with safety objectives</li> <li>• Provides Safety Risk Management expertise and supports other personnel who conduct and oversee Safety Assurance activities.</li> </ul>
Agency Leadership and Management	<p>Agency Leadership and Management also have authorities and responsibilities for day-to-day SMS implementation and operation of the SMS under this plan. Agency Leadership and Management include:</p> <ul style="list-style-type: none"> <li>• Fargo Assistant Transit Director</li> <li>• Driver Services General Manager (Contracted)</li> <li>• Driver Services Operations Manager (Contracted)</li> <li>• Driver Services Safety Manager (Contracted)</li> <li>• Operations managers and supervisors</li> </ul> <p>Leadership and Management personnel have the following authorities, accountabilities, and responsibilities:</p> <ul style="list-style-type: none"> <li>• Participate as members of the Safety Committee (operations managers and supervisors will be rotated through the Safety Committee on a two-year term and other positions are permanent members)</li> <li>• Complete training on SMS and PTASP elements.</li> <li>• Oversee day-to-day operations of the SMS in their departments.</li> <li>• Modify policies in their departments consistent with implementation of the SMS, as necessary</li> <li>• Provide subject matter expertise to support implementation of the SMS as requested by the Accountable Executive or the Chief Safety Officer, including SRM activities, investigation of safety events, development of safety risk mitigation, and monitoring of mitigation effectiveness.</li> </ul>
Key Staff and Activities	<p>City of Fargo uses the Safety Committee, as well as the monthly Drivers' Meeting and weekly Team Meeting, to support its SMS and safety programs:</p> <ul style="list-style-type: none"> <li>- <b>Safety Committee:</b> Any safety hazard reported will be jointly evaluated by the Safety Committee and the Chief Safety Officer</li> </ul>

	<p>during the Safety Committee Meeting. The Safety Committee is made up of the following members:</p> <ul style="list-style-type: none"> <li>- Fargo Chief Safety Officer (Permanent Member)</li> <li>- City of Fargo Assistant Transit Director – Operations (Permanent Member)</li> <li>- City of Fargo Operations Supervisor (Permanent Member)</li> <li>- Driver Services Safety Manager (Permanent Member)</li> <li>- Valley Senior Services Transportation Manager (Permanent Member)</li> <li>- Dispatcher (Two-Year Term)</li> <li>- Fleet Maintenance Personnel (Two-Year Term)</li> <li>- Facilities Maintenance Personnel (Two-Year Term)</li> <li>- Bus Operator (Two-Year Term)</li> <li>- Bus Operator (Two-Year Term)</li> </ul> <p>Safety Committee will meet bimonthly to review issues and make recommendations to improve safety.</p> <ul style="list-style-type: none"> <li>- <b>Drivers' Meetings:</b> A permanent agenda item in all monthly Drivers' Meetings is dedicated to safety. Safety issues are discussed and documented.</li> <li>- <b>All Staff Team Meetings:</b> Hazard reports and mitigations will be shared, safety topics will be brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged. Information discussed in these meetings will be documented.</li> </ul>
Contracted Agencies Covered under this Plan	<p>Valley Senior Services (Metro Senior Ride)</p> <ul style="list-style-type: none"> <li>• Valley Senior Services operates a transportation service call Metro Senior Ride. These services are designed for people age 60 and older. The City of Moorhead leases vehicles to Valley Senior Services to assist them in providing rides for the elderly.</li> </ul>

## PLAN DEVELOPMENT, APPROVAL AND UPDATES

Name of Person Who Drafted This Plan	Jordan Smith, Assistant Transit Director - Fleet and Facilities		
CITY OF FARGO Signature by the Accountable Executive	<b>Signature</b>	<b>Title</b>	<b>Date</b>
		Transit Director	
	<b>Relevant Documentation (title and location)</b>		
	Approved by Fargo City Commission 6/9/2025		

Safety Committee Approval Date	5/22/2025
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## SAFETY POLICIES AND PROCEDURES

### 1.1 COMMITMENT TO SAFETY

We are committed to Safety Management as a systematic and comprehensive approach to identify safety hazards and risks associated with transit system operations and related maintenance activities. We have adopted a Safety Management System (SMS) framework as an explicit element of the agency's



responsibility by establishing safety policy; identifying hazards and controlling risks; goal setting, planning and measuring performance. We have adopted SMS as means by which to foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

To ensure transit safety and in order to comply with Federal Transit Administration (FTA) requirements, we have developed and adopted this Public Transit Agency Safety Plan (PTASP) to comply with FTA regulations established by section 5329(d) of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) Act.

The Fargo Transit Director, Moorhead City Manager, Metropolitan Council of Governments and City of Fargo Commission/City of Moorhead Council, in cooperation with the North Dakota Department of Transportation and Minnesota Department of Transportation, have reviewed the PTASP and assures that the content has met the requirements of Section 5329 (d) of MAP-21 through the establishment of a comprehensive Safety Management System (SMS) framework. Fundamental safety beliefs guiding our approach include:

- Safety is a core business value
- Safety excellence is a key component of our mission
- Safety is a source of our competitive advantage; our business will be strengthened by making safety excellence an integral part of all our public transportation activities; and
- Accidents and serious incidents are preventable; they are often preceded by precursors (events, behavior, and conditions) that can be identified, assessed and mitigated.

Basic elements of our safety approach include:

- Top Management Commitment to Safe Operations
- Responsibility and Accountability of all Employees
- Clearly Communicate Safety Goals
- Safety Assurance and Performance Measurement for Improvement

## 1.2 ANNUAL PTASP REVIEW AND UPDATE

Our Fargo-Moorhead management will review the PTASP annually, update the document as necessary and implement the changes within a timeframe that will allow the agency to timely submit the annual self-certification of compliance to the Federal Transit Administration (FTA). Annual self-certification will consist of the Fargo Transit Director and Moorhead City Manager signing and dating this document and submitting to FTA for review and approval. The annual review of the PTASP will be conducted by the safety committee as part of the PTASP review to be conducted no later than **June 30<sup>th</sup>** of each calendar year. Necessary updates outside the annual update window will be handled as PTASP addendums which will be incorporated in the body of the PTASP. Reviews of the PTASP by the local agency, any subsequent updates and addendums, adoption and distribution activities will be documented in the PTASP Document Activity Log.

## 1.3 SAFETY PROMOTION, CULTURE AND TRAINING

We believe safety promotion is critical to the success of SMS by ensuring that the entire organization fully understands and trusts the SMS policies, procedures and structure. It involves establishing a culture that recognizes safety as a core value, training employees in safety principles and allowing open communications of safety issues.

#### 1.4 SAFETY COMMITTEE SELECTION

- **Volunteer Participation:** Committee membership is primarily composed of agency staff who serve on a voluntary basis. Staff members from departments such as operations, maintenance, training, administration, and safety are encouraged to volunteer, ensuring a diverse and representative group of perspectives.
- **Representation from Bus Operators:** In accordance with the labor agreement in place, bus operator representation on the Safety Committee is not voluntary. These members **will be selected by the union** representing the drivers and **formally appointed** to serve on the committee. This ensures that represented employees have a voice in safety discussions and decisions, consistent with collective bargaining agreements.
- The Safety Committee strives to maintain a balanced composition, with participation from both management and frontline staff, including required representation from labor where applicable, to foster a collaborative and inclusive safety culture.

#### 1.5 SAFETY CULTURE

Positive safety culture must be generated from the top-down. The actions, attitudes and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility each employee with the ultimate responsibility for safety resting with the Fargo Transit Director and Moorhead City Manager. Employees must trust that they will have management support for decisions made in the interest of safety while recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion is to develop a positive safety culture that allows SMS to succeed. A positive safety culture is defined as one which is:

- **An Informed Culture**
  - Employees understand the hazards and risks involved in their areas of operation
  - Employees are provided with the necessary knowledge, training, and resources
  - Employees work continuously to identify and overcome threats to safety
- **A Just Culture**
  - Employees know and agree on what is acceptable and unacceptable behavior
  - Human errors must be understood but negligence and willful violations cannot be tolerated
- **A Reporting Culture**
  - Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action
  - When safety concerns are reported they are analyzed, and appropriate action is taken
- **A Learning Culture**
  - Learning is valued as a lifetime process beyond basic skills training
  - Employees are encouraged to develop and apply their own skills and knowledge to enhance safety
  - Employees are updated on safety issues by management and safety reports are fed back to staff so that everyone learns the pertinent lessons

#### 1.6 TRAINING

During the initial implementation of the SMS, specific training will be required for all employees, including contract staff, to explain the agency's safety culture and describe how SMS works. The Safety Officer is the resource person for providing a corporate perspective on our approach to safety management. Once

the SMS is implemented, safety training needs will depend on the safety responsibilities of the individual staff members and the nature of tasks performed.

- **Level One Training**
  - **Initial Safety Training for All Staff**
    - Basic Principles of safety management including the integrated nature of SMS, risk management, safety culture, etc.
    - Corporate safety philosophy, safety goals and objectives, safety policy and safety standards
    - Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
    - Organizational structure, roles, and responsibilities of staff in relation to safety
    - Current safety record, including areas of weakness
    - Reporting accidents, incidents, and perceived hazards
    - Feedback and communication methods for the dissemination of safety information
    - Safety promotion and information dissemination
- **Level Two Training**
  - **Safety Training for Operations Personnel – In Addition to Level One Training**
    - Unique hazards facing operational personnel
    - Seasonal safety hazards and procedures
    - Procedures for hazard reporting
    - Procedures for reporting accidents and incidents
    - Emergency procedures
- **Level Three Training**
  - **Safety training program for all employees and contractors directly responsible for safety.**
    - Bus vehicle operators (Driver Training Performed by Driver Services Contractor)
    - Dispatchers
    - Maintenance technicians
    - Managers and supervisors
    - Leadership and Executive Management
    - Chief Safety Officers

Resources will be dedicated to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Operations safety-related skill training may include the following:

The following training is performed by the Driver Services Contractor. Reference Exhibit A

- New-hire bus vehicle operator classroom and hands-on skill training
- Bus operator refresher training
- Bus operator retraining (recertification or return to work)
- Classroom and on-the-job training for operations supervisors and managers
- Accident investigation training for operations supervisors and managers

Vehicle maintenance safety-related skill training includes the following:

The following training is performed by the City of Fargo

- Ongoing vehicle maintenance technician skill training
- Ongoing skill training for vehicle maintenance supervisors
- Accident investigation training for vehicle maintenance supervisors
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors
- Training provided by vendors.

## 1.7 INFECTIOUS DISEASE MITIGATION

Minimizing the spread of an infectious disease is a priority of the Safety Plan. To minimize the spread of infectious diseases, we will rely on physical barriers, air and surface purification systems, hand sanitizing stations and routine cleanings. All vehicles operated in revenue service will be equipped with an air and surface purification system and have a minimum of one hand sanitation station on board. Vehicles operated on the fixed-route system will be equipped with physical operator barriers that create a separation between the operators and the riding public. Deep cleanings will be performed on all revenue vehicles on a routine basis. We will follow any Federal, State or local guidance on mitigating an infectious disease.

## SAFETY RISK MANAGEMENT

### 2.1 HAZARD IDENTIFICATION

Establishing effective hazard identification programs is fundamental to safety management. Hazard identification can be reactive or proactive in nature. Occurrence reporting, incident investigation and trend monitoring are essentially reactive. Other hazard identification methods actively seek feedback by observing and analyzing day-to-day operations. Common hazard identification activities include:

- Safety assessments
- Trend monitoring
- Hazard and incident reporting
- Safety surveys
- Safety audits
- Evaluation of customer suggestions and complaints

The number of near-miss incidents, known as precursors, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursors is a valuable complement to other hazard identification practices. To be successful, hazard identification must take place within a non-punitive and just safety culture. We will employ systematic safety improvements by discovering and learning of potential weaknesses in the system's safety. We will utilize the FTA's Resource Library to help identify potential sources of hazard information.

The Chief Safety Officer(s) or their designee is responsible for the risk assessment. The Chief Safety Officers may conduct further analyses of hazards and consequences to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment.

Safety risks are recorded and tracked in SharePoint. This will allow for any recorded safety risks to be searched and reports to be generated when necessary.

## 2.1 NON-PUNITIVE REPORTING POLICY

We are committed to the safest transit operating standards possible. To achieve this, it is imperative that we have uninhibited reporting of all incidents and occurrences which may compromise the safe conduct of our operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

We will not take disciplinary action against any employee who discloses an incident or occurrence involving transit safety. This policy shall not apply to information we receive from a source other than the employee, or which involves an illegal act, or deliberate or willful disregard of safety regulations or procedures.

The primary responsibility for transit safety rests with the Transit Operator and Safety Officers, however transit safety is everyone's concern.

Our method of collection, recording and disseminating information from transit safety reports, has been developed to protect the identity of any employee who provides transit safety information. We urge all staff to practice the SMS transit safety procedures outlined in the PTASP to help us become a leader in providing transit riders and employees with the highest level of transit safety.

## 2.2 RISK ASSESSMENT

Once hazards have been identified, we will conduct an assessment to determine their potential consequences. Factors to be considered are the likelihood of the occurrence, the severity of the consequences should there be an occurrence and the level of exposure to the hazard. We will assess risks subjectively by experiences personnel using a Risk Assessment Matrix (RAM). We will use the RAM to measure the level of safety risk in terms of severity and likelihood. This will allow us to combine the assessment of severity and likelihood to determine the overall risk rating of the potential consequence of the hazard.

Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will simply need monitoring. If the risks are unacceptable, steps will be taken to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard.

## 2.3 RISK MITIGATION

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. The level of risk can be lowered by reducing the severity of the potential consequences, by reducing the likelihood of occurrence and/or by reducing the exposure to that risk. In general, we will take the following safety actions to mitigate risk. These actions can be categorized into three broad categories, including:

- **Physical Defense**
  - These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events. (e.g. traffic control devices, fences, safety restraining systems)
- **Administrative Defenses**
  - These include procedures and practices that mitigate the likelihood of an accident or incident. (e.g. safety regulations, standard operating procedures, supervision inspection, training)
- **Behavioral Defenses**
  - These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of our agency.



## 2.4 PRIORITIZE SAFETY RISKS

Once hazards have been identified and risk levels assessed, we will prioritize safety risks. A Prioritized Safety Risk Log will be used to organize the system safety risks. The Prioritized Safety Risk Log will identify the priority level for safety risks, a description of the risk, planned mitigation strategies to address the risk, the outcome of the planned mitigation strategies, responsible staff, timeline of the planned mitigation strategies and the status of the prioritized safety risk. We will update the Prioritized Safety Risk Log to ensure continual progress towards risk reduction.

## 2.5 SAFETY ASSURANCE

Safety Assurance provides the necessary feedback to ensure that the SMS is functioning, and we are meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated and what metrics will be used to assess system safety and determine if the safety management system is working properly. Having decided on the metrics by which success will be measured; safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement.

## 2.6 CONFLICT RESOLUTION

### Initial Resolution – Safety Committee

When a safety concern results in conflicting opinions or proposed actions, the issue must first be brought to the Safety Committee for resolution. The Safety Committee will:

- Review the nature of the concern and any associated safety data;
- Facilitate discussion among relevant parties to understand perspectives and potential impacts;
- Strive to reach a consensus on corrective actions or risk mitigations;
- Document the issue, proposed solutions, and final outcome of discussions.

If the Safety Committee is unable to reach a consensus or if the issue remains unresolved, it will be escalated.

### Final Resolution – MATBUS Coordination Committee

If a safety concern cannot be resolved through the Safety Committee process, it will be referred to the MATBUS Coordination Committee for final resolution. The Committee will:

- Review all documentation and input from the Safety Committee;
- Consider system-wide safety policies, operational standards, and agency agreements;
- Make a final determination on the appropriate course of action;
- Communicate the final decision to all involved parties and ensure implementation;
- Retain documentation of the resolution as part of the safety management records.

The decision of the MATBUS Coordination Committee will be considered final in the resolution of safety-related conflicts.

## 2.7 DRIVER ASSAULT MANAGEMENT AND MITIGATION

This section outlines strategies to prevent, mitigate, and respond to incidents of driver/operator assault within the transit system. The objective is to enhance operator safety, reduce workplace violence, and maintain service continuity.

### Definitions

- Driver/Operator Assault: Any act of physical violence, threats of violence, harassment, or intimidation directed at a transit operator while on duty.
- Mitigation: Measures taken to reduce the likelihood or impact of an assault.
- Management: Procedures for reporting, responding to, and investigating assaults, as well as supporting affected staff.

### Risk Assessment

The Safety Risk Management (SRM) process will include:

- Identification of routes, times, or scenarios with elevated assault risk.
- Evaluation of past incident reports and operator feedback.
- Collaboration with local law enforcement for crime data analysis.

### Mitigation Strategies

The agency will implement and periodically evaluate the following measures:

- Operator Barriers/Enclosures: Installation of protective shields in vehicles.
- Video Surveillance: Ensure active and functioning onboard camera systems.
- Training: Regular de-escalation, conflict resolution, and personal safety training for all operators.
- Public Awareness Campaigns: Promote zero-tolerance messaging regarding assault on operators.
- Design Modifications: Adjusting farebox placements, lighting, or driver seating for increased security.

### Reporting and Response

- Operators must report any incidents immediately through the agency's incident reporting protocol.
- Supervisors will respond to incidents and coordinate with law enforcement if needed.
- Assaults will be documented, investigated, and analyzed for trends.

### Post-Incident Management

- Provide support services, including medical care and counseling, to affected employees.
- Allow for time off and alternative duties if necessary.
- Conduct a debriefing with the operator and review possible safety improvements.

## SAFETY PERFORMANCE MONITORING AND MEASUREMENT

### 3.1 MONITORING THE SYSTEM FOR COMPLIANCE WITH PROCEDURES FOR OPERATIONS AND MAINTENANCE

We have many processes in place to monitor our entire transit system for compliance with operations and maintenance procedures including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to assess drivers and specific incidents,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends periodically by the Chief Safety Officers to determine where action needs to be taken. The Chief Safety Officers enter any identified non-compliant or ineffective activities, including mitigations, into the tracking system in SharePoint for reevaluation by the Safety Committee.

### 3.2 MONITORING OPERATIONS TO IDENTIFY ANY SAFETY RISK MITIGATIONS THAT MAY BE INEFFECTIVE, INAPPROPRIATE, OR WERE NOT IMPLEMENTED AS INTENDED

We monitor safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officers maintain a list of safety risk mitigations. The mechanism for monitoring safety risk mitigations varies depending on the mitigation

The Chief Safety Officers establish one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The Chief Safety Officer will endeavor to make use of existing processes and activities before assigning new information collection activities.

The Chief Safety Officers and Safety Committee review the performance of individual safety risk mitigations during periodic Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officers will approve or modify this proposed course of action and oversee its execution.

The Chief Safety Officers and Safety Committee also monitor operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and



- Analyzing operational and safety data to identify emerging safety concerns. The Chief Safety Officers work with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

### 3.3 INVESTIGATIONS OF SAFETY EVENTS TO IDENTIFY CAUSAL FACTORS

We maintain documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. These procedures also reflect all traffic safety reporting and investigation requirements established by the state of North Dakota and Minnesota Department of Motor Vehicles.

The Chief Safety Officers maintain all documentation of investigation policies, processes, forms, checklists, activities, and results. An investigation report is prepared and sent to the Safety Committee for integration into their analysis of the event.

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

### 3.4 MONITORING INFORMATION REPORTED THROUGH THE INTERNAL SAFETY REPORTING PROGRAM

The Chief Safety Officers and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officers and Safety Committee ensure that the concerns are investigated or analyzed through the Safety Risk Mitigation (SRM) process.

The Chief Safety Officers and Safety Committee also review internal and external reviews, including audits and assessments, with findings concerning safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

### 3.5 SAFETY COMMUNICATION

The Chief Safety Officers coordinate the safety communication activities for the SMS. Activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- Communicating safety and safety performance information throughout the agency: Communicates information on safety and safety performance monthly during all regular Team Meetings and contractor Driver Safety Meetings. A permanent agenda item in all monthly Driver Safety Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact service or safety performance, and updates regarding SMS implementation. Information is requested from drivers during these meetings, which is recorded in meeting minutes. Finally, the Safety Officer posts safety bulletins and flyers on the bulletin

boards located in all bus operator and maintenance technician break rooms, advertising safety messages and promoting awareness of safety issues.

- Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency: As part of new-hire training, safety policies and procedures are distributed to all employees. Training on these policies and procedures and discusses them during safety talks between supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at the agency, the Chief Safety Officers issue bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees.
- Informing employees of safety actions taken in response to reports submitted through the ESRP: Provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors, including contract operator employees and supervisors.

## DEFINING SAFETY GOALS AND OBJECTIVES/OUTCOMES

Setting safety goals and objectives is part of strategic planning and establishing safety policy. Clearly defining safety goals is the first part in creating a safety performance measurement system. Safety goals are general descriptions of a desirable long-term impact. Whereas safety objectives or outcomes are more specific statements that define measurable results.

The safety objectives and outcomes will be measured by defining specific performance metrics, including baseline and targets that we will determine as reasonable.

### 4.1 DEFINING SAFETY PERFORMANCE MEASURES

We will utilize these basic principles of performance measurement:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Credibility
- Forward-looking measures
- Integration into agency decision-making
- Timely reporting
- Realism of goals and targets

### 4.2 METRICS

Defining safety performance measures includes the use of safety related metrics. There are some general safety related metrics that can be used to measure transit safety performance. The following is a list of performance target areas and metrics that we will use.

- Major Events
- Major Event Rate
- Collision Rate
- Pedestrian Collision Rate
- Vehicular Collision Rate
- Fatalities

- Fatality Rate
- Transit Worker Fatality Rate
- Injuries
- Injury Rate
- Transit Worker Injury Rate
- Assaults on Transit Workers
- Assaults on Transit Workers Rate
- System Reliability

### 4.3 TARGETS

Measuring safety performance metrics includes targets or goal we strive to accomplish. The following lists are the targets we will set for our agency. The Cities of Fargo, ND and Moorhead, MN will officially transmit its targets to the States of North Dakota and Minnesota by July 31 of each year. The following targets are based on a five year rolling average of NTD reportable safety events.

#### Fixed Route

Major Events	Major Event Rate	Collision Rate	Pedestrian Collision Rate	Vehicular Collision Rate	Fatalities	Fatalities Rate
4	.31	.31	.05	.27	0	0

Transit Worker Fatality Rate	Injuries	Injury Rate	Transit Worker Injury Rate	Assault	Assault Rate
0	0	0	0	.2	.01

#### Demand Response

Major Events	Major Event Rate	Collision Rate	Pedestrian Collision Rate	Vehicular Collision Rate	Fatalities	Fatality Rate
.2	.06	.06	0	.06	0	0

Transit Worker Fatality Rate	Injuries	Injury Rate	Transit Worker Injury Rate	Assault	Assault Rate
0	0	0	0	0	0

Mean distance between major mechanical failures (Fixed Route)	Mean distance between major mechanical failures (On Demand)	Percentage of PM completed within 10% of scheduled mileage
9000	12000	90

Safety Performance Target Coordination		
The Accountable Executive shares our PTASP, including safety performance targets, with the ND DOT and MN DOT in our service area each year after its formal adoption by the City of Fargo Commission and the City of Moorhead City Council. Personnel are available to coordinate with ND DOT and MN DOT and the MPO in the selection of ND DOT and MN DOT and MPO safety performance targets upon request.		
Targets Transmitted to the State	ND DOT	Date Targets Transmitted
Targets Transmitted to the State	MN DOT	Date Targets Transmitted

#### 4.4 INTEGRATING RESULTS INTO AGENCY DECISION-MAKING PROCESS

We are committed to using the data collected and information learned to inform decision making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, we will identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and re-establish a reasonable baseline.

Uses of Performance Results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exists
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements
- Support strategic planning efforts by providing baseline information for tracking purposes
- Identify best practices though benchmarking
- Respond to elected officials and the public's demand for accountability

#### 4.5 SUSTAINING A SAFETY MANAGEMENT SYSTEM

In order to sustain a safety management system, we will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain SMS include:

- **Create measurement-friendly culture**
  - All staff, including management, should be actively engaged in creating measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Management will also lead by example and utilize performance metrics in decision making processes
- **Build organization capacity**
  - Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, and goal setting. We are committed to providing the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results**
  - The SMS will be able to produce and report results, both good and bad. Performance information should be transparent and made available to all stakeholders. Messengers

should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.

- **Demonstrate continuous commitment to measurement**
  - Visible commitment to using metrics is a long-term initiative. We will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including Transit Safety and Performance measurement as a standing agenda item at Transit Board, City Commission and City Council meetings.

## SUPPORTING DOCUMENTATION

We will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this PTASP; and the results from its SMS processes and activities for three years after creation. Documentation will be maintained in SharePoint and will be available to the FTA or other Federal or oversight entity upon request.

### 5.1 DEFINITIONS OF TERMS USED IN THE SAFETY PLAN

We incorporate all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

- Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons.
- Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
- Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
- Event means any Accident, Incident, or Occurrence.
- Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- Incident means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

- National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- Public Transportation Agency Safety Plan (PTASP or Agency Safety Plan) means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.
- Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.
- Safety Assurance means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- Safety performance target means a performance target related to safety management activities.
- Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- Safety risk Assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- Safety Risk Management (SRM) means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.



- Serious injury means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- Transit agency means an operator of a public transportation system.
- Transit Asset Management Plan (TAMP) means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625

## 5.2 COMMONLY USED ACRONYMS

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in part 673)
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MATBUS	Fargo-Moorhead Metropolitan Area Transit Public Bus System
MNDOT	Minnesota Department of Transportation
MPO	Metropolitan Planning Organization
NDDOT	North Dakota Department of Transportation
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
PTASP	Public Transportation Agency Safety Plan
RAM	Risk Assessment Matrix
SMS	Safety Management System
SRM	Safety Risk Management
TAMP	Transit Asset Management Plan
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

## 5.3 EXHIBIT A – ACTIVITY LOG

## City of Fargo and City of Moorhead Transit Safety Plan

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Person Making Changes	Remarks
11/18/2020	MAT Coordinating Board – Review and Recommend Adoption of Safety Plan to Fargo City Commission and Moorhead City Council		
11/30/2020	Fargo City Commission - Adoption of Plan		
12/10/2020	Metropolitan Council of Governments (MPO) Transportation Technical Committee - Review and Recommend Approval of Safety Plan to Policy Board		
12/14/2020	Moorhead City Council - Adoption of Plan		Resolution #2020-1214-P
12/17/2020	Metropolitan Council of Government (MPO) Policy Board - Approval of Plan		
3/01/2021	Revision	Jordan Smith	Removed Assistant Transit Director, Contractor GM and Road Supervisor from Safety Committee. Added Valley Senior Services Transportation Manager.  Add Valley Senior Services as Contracted Agencies Covered Under this Plan
2/8/22	Revision	Jordan Smith	Added City of Fargo Assistant



			Transit Director to safety committee.
6/8/2022	Revision	Jordan Smith	<p>Add Infectious Disease Mitigation</p> <p>Add Safety Committee Approval Date</p> <p>Remove Safety Culture targets as they are not a required element of the plan</p> <p>Removed work days lost target as it is not a required element of the plan</p> <p>Updated Safety Targets</p> <p>Move audit log to be an Exhibit to the plan</p>
7/13/2022	MAT Coordinating Board – Review and Recommend Adoption of 2022 Updated Safety Plan to Fargo City Commission and Moorhead City Council		
7/25/2022	Fargo City Commission – Adoption of 2022 Updated Safety Plan		
7/25/2022	Moorhead City Council – Adoption of 2022 Updated Safety Plan		Resolution 2022-0725-F
8/30/2023	Revision	Jordan Smith	Update Targets. Annual Review and Safety Committee Approval.
10/4/2023	MAT Coordinating Board – Review of 2023 Updated Safety Plan		

2/12/2024	Moorhead City Council – Adoption of 2023 Updated Safety Plan		Resolution 2024-2012-P
2/20/2024	Fargo City Commission – Adoption of 2023 Updated Safety Plan		

5.4 EXHIBIT B – RISK ASSESSMENT MATRIX

Risk Assessment Matrix

Identified Risk:

Impact of Risk						Probability of Risk				
Severity	Cost (Thousands)	People	Asset	Environment	Quality	< 1% Very Low (1)	1% - 10% Low (2)	10% - 50% Medium (3)	50% - 90% High (4)	> 90% Very High (5)
Very High 5	>50	Multiple Fatalities	Major Damage, multiple units	Massive Effect	Complete discontinuation of service	5	10	15	20	25
High 4	25-50	Permanent total disability or one fatality	Major Damage, unit level	Major Effect	Substantial disruption of service	4	8	12	16	20
Medium 3	10-25	Serious injury, hospitalization	Moderate Damage	Moderate Effect	Slight disruption of service	3	6	9	12	15
Low 2	1-10	Slight injury, medical treatment	Minor Damage	Minor Effect	Minimal disruption of service	2	4	6	8	10
Very Low 1	<1	First aid or no injury	No/Slight Damage	No/Slight Effect	No disruption of service	1	2	3	4	5
Risk Value										

Instructions

1. Estimate potential consequences and severity (thought of as what could happen if hazard actually occurred)
2. Estimate likelihood of such consequences occurring (using historical evidence, data and experiences)
3. Multiply the severity for each consequence by the likelihood of that consequence occurring. This is the risk value.
4. Sum the risk values for a total assessed risk. (out of 125)

Assessed Risk Value:

5.5 EXHIBIT C – PRIORITIZED SAFETY RISK LOG

**Prioritized Safety Risk Log**

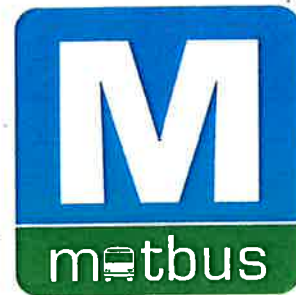
This Prioritized Safety Risk Log is used to organize identified safety risks facing the MATBUS system. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates.

Completed by:

Last Updated:

Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	Status
1						
2						
3						
4						
5						
6						
7						

5.5 EXHIBIT D – SAFETY REPORTING FORM



## Safety Event Reporting Form

Name (optional) \_\_\_\_\_

Date of Event \_\_\_\_\_

Event Time \_\_\_\_\_

### Event Information

Location \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Specific Area of Location (if applicable) \_\_\_\_\_

Event Description

Name/Contact of Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_



(36)

**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

June 19, 2025

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

**Subject: Approval of Lead Service Line Replacement & Right of Entry Form (Agreement)**

Dear Commissioners:

Water Utility staff is seeking approval of the attached form: **Lead Service Line Replacement & Right of Entry Form** to be used as a formal agreement with Property Owners. Additionally, the Water Utility is seeking approval by the City Commission to delegate signing authority of the forms on behalf of the City of Fargo to the Water Utility personnel instead of the Mayor. Since there are over 2,000 Lead Service Lines in Fargo for potential replacement, there will be considerable paperwork and signatures needed. The delegation of signing authority may be a workflow improvement.

Regarding the **Lead Service Line Replacement & Right of Entry Form**, it allow access to private property for a contractor to perform the Lead Service Line Replacement (LSLR) and identifies responsibilities of the City of Fargo and the Property Owner. The form was created by the City Attorney's office based on experience and numerous sample agreements from other regional cities.

Since the LSLR project is dependent on 66.5% grant funding, the agreement will terminate in the event of grant funding not being available in the future. Once signed by the property owner, the agreement will be in place for 12 months and has other provisions for termination.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall  
Water Utility Director

**SUGGESTED MOTION 1: Approve the use of the Lead Service Line Replacement & Right of Entry Form as an agreement with property owners for the Lead Service Line Replacement project.**

**SUGGESTED MOTION 2: Delegate signing authority for the Lead Service Line Replacement & Right of Entry Form (agreement) to the Water Utility Director and Assistant Water Utility Director.**

## LEAD SERVICE LINE REPLACEMENT AGREEMENT & RIGHT OF ENTRY FORM



The City of Fargo Lead Service Line Replacement Program (LSLR) requires access to private property to install a new underground water service line. This Agreement sets forth the terms and conditions pursuant to which the city of Fargo, a North Dakota municipal corporation (City), its contractor procured through a competitive bid process (Contractor) will provide a new private water service to the undersigned owner of the property (Owner) located within Fargo.

In consideration of the City replacing the identified lead service line providing water to the Owner's property, the City and Owner agree the benefits received are sufficient for purposes of entering into this Agreement and permitting entry under the terms stated.

By signing this Agreement, Owner confirms it has all rights, title and interest in the property located at the following street address (Property):

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And that Owner is able to grant the access and permit the work to be done, and may designate a representative, in writing, to act as Owner's agent for purposes of accomplishing the intent of this Agreement.

Owner designates \_\_\_\_\_ as my agent for all purposed intended pursuant to this Agreement. Owner Initials \_\_\_\_\_

City and Owner agree that the term of this Agreement shall be 12 months from the date of the Owner's signature, unless otherwise extended in writing signed by City and Owner. City and Owner agree and understand that funding for this program is through the North Dakota Drinking Water State Revolving Fund (ND DWSRF) grant and a local match provided by the City water utility, and that the loss of such funding will result in the immediate termination of this Agreement and that in the event the Agreement is terminated, City and Owner shall have no further obligations or responsibilities under the Agreement.

### **CITY RESPONSIBILITIES:**

1. City, by and through its Contractor (hereinafter referred to as City Contractor), will correct/replace the meter setting and/or meter as necessary at no cost to the Owner.
2. City Contractor will install a new water service line at City expense between the public right-of-way line and the water meter on the Owner's property. The existing private water service may be removed or disconnected and abandoned.
3. City Contractor may install the existing water meter in a new location to facilitate the location of the new water service line if plumbing arrangement will not allow original configuration. Any changes to interior plumbing at Owner's request Shall be at Owner's sole expense and responsibility, including securing a licensed plumber to accomplish in a coordinated manner.
4. Potable (drinkable) water disruptions will be coordinated with Owner to minimize impacts to normal Property operations. City Contractor shall provide not less than a 24-hour notice before any potable water disruption to Owner's Property, and City Contractor shall provide backup potable water if the potable water disruption will last longer than the scheduled work day.
5. City Contractor will provide restoration of the Owner's property disturbed by construction, including seeding of grass areas on the property, concrete or pavers, fencing, basement floor, underlying foundation and piping and plumbing up to and including the meter. However, restoration will not include interior finished work (e.g. wall coverings, woodwork, tiling, flooring, drywall, painting, vanities, shelving, or any other interior fixture, etc.) or premise's plumbing work unrelated to the water service line (including fixtures).



## LEAD SERVICE LINE REPLACEMENT AGREEMENT & RIGHT OF ENTRY FORM



6. If the Property is damaged by City, City Contractor or any other agent of City, Owner shall present the claim for damages to City within 30 days from the replacement date. City will present the claim to City Contractor for resolution.
7. City will require Contractor performing the work to provide adequate insurance to protect the Owner against any loss that may result from damage caused by construction operations on the Owner's property, and to require Contractor to provide City with proof of such coverage.
8. City will ensure the work meets all applicable City standards.
9. City, City Contractor and City agents will take photographs of the work area, before, during and after construction of the water service line replacement.

### **OWNER RESPONSIBILITIES:**

1. Owner will permit temporary access and right of entry to and upon the above-referenced property to City, City Contractor and City agents to enable pre-construction inspection, construction, testing, and inspection of the new private water service and to enable any needed adjustments, maintenance, or repairs during the guarantee period.
2. Owner will properly inform all tenants of the Property about the replacement work, specifically providing prior notice to all tenants of the dates and times such replacement work is to be performed.
3. Owner or its representative (18 years or older) must be present while the replacement work is being performed and will provide City Contractor access in the area where the water service enters the Property up to the meter.
4. Owner will provide clear and unobstructed access to any area required to complete construction. This includes the removal of drywall, paneling, fixtures, flooring, and other materials as may be necessary.
5. Owner will make City and City Contractor aware of any known subsurface private assets such as, but not limited to, irrigation lines, sump pump discharge lines, low voltage lighting wires, electrical wires or communication wires installed privately, and any other feature installed in the right-of-way or on private property that is not considered a common utility asset subject to a utility locate
6. Owner will ensure that any pets on the Property are physically controlled and kept outside of the exterior or interior workspaces.
7. Owner understands and agrees that the cost to repair, restore, or replace any interior finished work (e.g. Wall coverings, woodwork, tiling, flooring, drywall, painting, vanities, shelving, or any other interior fixture, etc.) or premise plumbing work (including fixtures) is solely Owner responsibility.
8. Owner understands that City Contractor is only responsible for seeding after restoring soil to previous grade. Owner will provide necessary watering and maintenance to the restored areas including the boulevard adjacent to the property.
9. Owner understands that there will be a potable (drinkable) water service disruption during construction.



# LEAD SERVICE LINE REPLACEMENT AGREEMENT & RIGHT OF ENTRY FORM



10. Owner understands and agrees that repairs needed to restore faulty or corroded internal premise plumbing to allow a proper connection to the new non-lead service line will be at the Owner's expense. City or City Contractor will advise Owner of the needed repairs, and Owner will be responsible to contract directly with a licensed plumber to complete such repairs.
11. Owner will follow flushing instructions provided by City to remove any remaining particles of lead and/or debris after installation of the new service line.
12. In consideration of and as a condition to the performance of the LSLR, Owner releases and forever discharges City from all liability for injury, death, financial damage, claims, attorney's fees, penalties, or damages to real or personal property in connection with the performance of the LSLR. Owner agrees to hold City Contractor responsible to pay any claim in connection with this Right of Entry for any and all claims proximately caused from such entry.
13. Owner agrees, for a period of six (6) months from the LSLR date, to collect tap water samples from the Property and provide the same to City. Failure to complete this obligation shall result in a \$1,000 fee associated with participation in the LSLR Program.
14. Owner shall notify City in a timely manner of any issues or concerns that may arise as a result of the service line replacement. Owner is encouraged to notify City within 24 hours if Owner experiences any clogs, low water pressure, water leaks or any other issues with the replacement service line.
15. Owner acknowledges and agrees that the City is not the contractor for any services rendered through this program.

## **MAINTENANCE:**

City Contractor shall provide a one year warranty that work done will be free from defects in material and workmanship. City assigns such warranty to Owner, and Owner shall present any warranty claim directly to City Contractor.

One year after the water service is replaced, Owner assumes responsibility for any and all maintenance, repair, and replacement of the portion of the water service located in private property.

Any responsibility of City for the maintenance, repair, and replacement of the water service located in the public right of way will be pursuant to the terms of the Fargo Municipal Code.

## **TERMINATION :**

This Agreement may be terminated by either party upon ten (10) days written notice to the other party. Once installation of the lead service line commences, termination by either party may only be for cause.

## **COUNTERPARTS:**

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. "Electronic signature" may include a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

# LEAD SERVICE LINE REPLACEMENT AGREEMENT & RIGHT OF ENTRY FORM



## MISCELLANEOUS AGREEMENT TERMS:

This Agreement, including its exhibits, if any, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

Neither party may assign this Agreement without the prior written consent of the other. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

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

Printed Name of Property Owner(s)		
Signature(s)		Date
Mailing Address		
City	State	Zip
Primary Phone Number		Alternate Phone Number

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City of Fargo, a North Dakota  
municipal corporation

Attest:

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

\_\_\_\_\_  
Troy Hall, Water Utility Director