

FARGO CITY COMMISSION AGENDA  
Monday, March 3, 2025 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 18, 2025).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Time change to 5:05 p.m. for Public Hearings effective 7/7/25.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 8-0305, of Article 8-03, of Chapter 8, of the Fargo Municipal Code, Relating to Current License and Registration Required- Impoundment for Violation and Section 1-0305 of Article 1-03 of Chapter 1, of the Fargo Municipal Code, Relating to the Classification of Ordinance Violations; 1st reading, 2/18/25.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 25-1509, of Article 25-15, of Chapter 25, of the Fargo Municipal Code Relating to Restrictions on Sale, Service or Dispensing of Alcoholic Beverages; 1st reading, 2/18/25.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Grafstrom First Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 2/18/25.
- 5. Applications for Games of Chance:
  - a. GiGi's Playhouse for a raffle on 3/29/25.
  - b. Knights of Columbus - 6570 for a calendar raffle from 5/1/25-5/31/25.
  - c. NDSU Kappa Delta Sorority for a raffle 3/29/25.
  - d. Nordic Culture Clubs for a raffle on 4/5/25.
  - e. North Dakota Academy of Physician Assistants for a raffle on 5/9/25.
  - f. TNT Kid's Fitness and Gymnastics for a raffle on 3/21/25-3/23/25.
- 6. Developer Agreements with Just North of the Horse Park, LLC, and Randy and Stacie Harwood for Grafstrom First Addition.
- 7. Developer Agreement with Bison Gold Investments, LLC for Skyline Addition.
- 8. Change Order No. 5 in the amount of -\$3,092.00 and time extensions to the Interim Completion Date 2 to 9/20/24, Interim Completion Date 3 to 9/14/24 and the Substantial Completion Date to 10/31/24 for Project No. NR-23-A2.

9. Amendment No. 1 with Houston Engineering in the amount of \$26,500.00 for Project No. SN-25-B0.
10. Bid award to Pleasant and Sons Construction in the amount of \$149,538.00 for Project No. TN-24-A1.
11. Bid award to Border States Electric for street lighting materials (RFP #s 25018, 25019 and 25020).
12. Contract and bond for Project No. ER-24-C1.
13. Contract and bond for Improvement District No. BR-25-F1.
14. Bid award to Dakota Underground Company Inc. in the amount of \$2,988,482.36 for Improvement District No. BR-25-E1.
15. Create Improvement District No. BR-25-C (Paving and Utility Rehab/Reconstruction) and adopt Resolution of Necessity.
16. Create Improvement District No. NR-24-C (Lift Station Rehab/Reconstruction) and adopt Resolution of Necessity.
17. Items from the FAHR Meeting:
  - a. Receive and file General Fund – 2024 Year End Preliminary and Sales Tax Update.
  - b. Reimbursement to Cass Rural Water User District in the amount of \$190,867.95 for water billing overcharge.
  - c. Modification to the Transit financial model to add an allocation for City of Fargo overhead costs and approve the related budget adjustments.
18. Purchase of Service Agreement with ND Department of Health and Human Services, Behavioral Health Division.
19. Intent to extend and expand the CredibleMind Platform License Agreement (EX25094).
20. Employee Assistance Program (EAP) Full-Service Contract for EAP Services with The Village Family Service Center.
21. Benefit Plan Agreement with Blue Cross Blue Shield of North Dakota.
22. Drug and Alcohol Policy - Federal Transit Administration, effective January 2025 (Policy Number 400-008-B).
23. Receive and file the 10-year review of the City's Public Arts Program document "ROI: Ripples of Impact".
24. Police Department Service Uniforms and Equipment Agreement with BALCO Uniform Co., Inc. (RFP25004).
25. Bid Award to Ferguson Waterworks for the purchase of Water Main Materials, Miscellaneous Water Distribution Materials, Fire Hydrants/Parts and Miscellaneous Street Materials (RFP25065).

26. Bid awards for Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt and black dirt as presented (RFP25066).
27. Transit Director as the Public Transportation Operators designee to sign the Memorandum of Agreement Covering Metropolitan Planning with the Fargo-Moorhead Metropolitan Area.
28. Amendment No. 1 to the Hazard Mitigation Grant Program Subgrant Agreement for Building Resilient Infrastructure and Communities (BRIC) 2020 with the ND Department of Emergency Services (Project No. WW1905).
29. Bills.

**REGULAR AGENDA:**

30. Presentation by Gate City Bank of the 2025 Neighborhood Revitalization Initiative (NRI) Program.

**PUBLIC HEARINGS - 5:15 pm:**

31. **PUBLIC HEARING** – CONTINUE to 3/17/25 Vacation Plat of portions of 22nd Street North, the remainder of 8th Avenue North lying West of 21st Street North, and the Block 34 East-West alley, all originally dedicated with Beardsley's Addition, lying between 7th and 8th Avenues North (2105 and 2115 7th Avenue North; 706, 716, 718, 724 and 738 21st Street North; 705 22nd Street North); approval recommended by the Planning Commission on 6/4/24.
32. **PUBLIC HEARING** – CONTINUE to 4/14/25 Application to transfer a Class "A" Alcoholic Beverage License from BFG, Inc. d/b/a Borrowed Bucks to No Blue, LLC d/b/a Lyv at Uptown Main to be located at 2850 Uptown Way.
33. **PUBLIC HEARING** – CONTINUE to 4/14/25 Application for an ownership change of a Class "A" Alcoholic Beverage License for 518 Properties LLC d/b/a 518 Properties located at 4554 7th Avenue South.
34. **PUBLIC HEARING** – Application for an ownership change of a Class "FA-Golf" Alcoholic Beverage License from Spirit Properties, Inc. d/b/a Edgewood Tavern to Edgewood Tavern, LLC d/b/a Edgewood Tavern located at 19 Golf Course Road.
35. **PUBLIC HEARING** - Special Assessments for nuisance abatement fees.
36. **PUBLIC HEARING** – Special Assessments for sewer repairs.
37. Presentation of the Annual Review of F-M Ambulance, Inc. d/b/a Sanford Ambulance – Fargo.
38. Recommendation to authorize the Fargo Dome Authority to develop a proposal for the FARGODOME to be a possible location for the new Convention Center.
39. Recommendation to waive the fee for privately owned lead service line replacements with completed EPA-mandated follow up requirements (Project No. WA2403).
40. Recommendation to direct the City Attorney's Office to draft revisions to Fargo Municipal Codes 25-1518(a) and 10-0326.

41. Recommendation to extend the Camping Resolution to 4/30/25.
42. Applications for Property Tax Exemptions for Improvements Made to Buildings:
  - a. Allan Luistro and Mary English-Luistro, 5027 Rose Creek Parkway South (5 years).
  - b. Steven Fischer, 3907 20th Street South (5 years).
  - c. 2Dogs and 2Cats, LLC, 1514 4th Avenue North (5 years).
  - d. Michael and Pamela Redlinger, 2410 Parkview Drive South (5 years).
  - e. Kelly Lackman and Scott Steffes T/O/D, 4714 Rose Creek Parkway South (5 years).
  - f. John Wheeler and Emily Williams-Wheeler, 412 9th Avenue South (5 years).
  - g. Kevin and Holly Prodoehl, 2526 32nd Street South (5 years).
  - h. Block 8, LLC, 814 Main Avenue (5 years).
  - i. Tyler and Mary Brandriet, 44 35th Avenue Northeast (5 years).
  - j. Pauline Aamodt, 1307 21st Street South (5 years).
  - k. Whiskey Birdie, LLC, 613 2nd Street North (5 years).
  - l. David and Brooke Flaten, 1725 10th Street South (5 years).
  - m. REA Revocable Trust, 3010 35 1/2 Court Avenue South (5 years).
  - n. Kyle and Elisabeth Barlow, 1111 7th Street South (5 years).
  - o. Savvy Maverick, LLC, 1426 3rd Avenue South (5 years).
  - p. Jade and Laney Witty, 1529 Broadway North (5 years).
  - q. Shanon Sell, 2505 64th Avenue South (5 years).
  - r. Barbara Merth, 1818 11th Avenue South (5 years).
  - s. 3222, LLC, 3511 Main Avenue (5 years).
  - t. 3222, LLC, 3511 Main Avenue (5 years).
  - u. Brady Pekas, 1001 4th Street South (5 years).
43. Liaison Commissioner Assignment Updates.
44. **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](http://FargoND.gov/VirtualCommission)).**

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

Minutes are available on the City of Fargo website at [www.FargoND.gov/CityCommission](http://www.FargoND.gov/CityCommission).



①

March 3, 2025

**To: Board of City Commissioners**  
**Fr: Michael Redlinger, City Administrator**  
**Re: Approve City Commission Public Hearing Times at 5:05 p.m. on July 7, 2025**

Public hearings at City Commission meetings are currently noticed, advertised, and scheduled to begin no earlier than 5:15 p.m. at regular City Commission meetings. The City Commission has recently discussed moving the scheduled public hearing time to 5:05 p.m. to open hearings earlier in the Commission meeting without delaying their start.

City staff and the City Attorney's Office researched the procedure to change public hearing times, and it was determined that a City Commission motion is sufficient to implement the suggested change. City Departments were consulted regarding the proposed change and no concerns were noted.

To accommodate previously scheduled public hearings, it is recommended that the change in future public hearing times be effective at the July 7, 2025, City Commissions meeting and thereafter.

**Suggested Motion:** I move to approve public hearings be noticed and advertised at 5:05 p.m. for City Commission meetings effective July 7, 2025 and thereafter.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

2

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

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

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

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

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

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

16 NOW, THEREFORE,

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

18 Section 1. Amendment to Section 8-0305

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

21 8-0305. – Current license and registration required. ~~– Impoundment for violation.~~

22 A. It shall be unlawful for any person to commit any of the following acts:  
23

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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

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

15           Section 2. Amendment to Section 1-0305

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

18           1-0305. – Classification of ordinance violations

19           ...

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

22           ...

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

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



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

...

Section 3. Penalty.

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

Section 4. Effective Date.

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

\_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

Attest:

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

First Reading:  
Second Reading and Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

3

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

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

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

19 25-1509. - Restrictions on sale, service or dispensing of alcoholic beverages.

20 \*\*\*

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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

15 \*\*\*

16 Section 2. Penalty.

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

21 Section 3. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading and Final Passage:  
Publication:

4

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on December 3, 2024; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on February 18,  
11 2025,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lots Two (2) through Twelve (12) of Grafstrom First Addition to the City of Fargo,  
16 Cass County, North Dakota;

17 are hereby rezoned from "AG", Agricultural, District to "LI", Limited Industrial, District.

18 Section 2. The following described property:

19 Lots One (1) and Thirteen (13) of Grafstrom First Addition to the City of Fargo, Cass  
20 County, North Dakota;

21 that are currently zoned "AG", Agricultural, District, shall hereby retain the base zoning of "AG",  
22 Agricultural, District.  
23

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

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

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 GAMING DIVISION  
 SFN 9336 (9-2023)

(5w)

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: Gigi's Playhouse      Dates of Activity (Does not include dates for the sales of tickets): 03/29/2025

Organization or Group Contact Person: Heather Lorenzen      E-mail: hlorenzen@gigisplayhouse.org      Telephone Number: 701-551-7529

Business Address: 3224 20th Street South      City: Fargo      State: ND      ZIP Code: 58104

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

**SITE INFO**

Site Name: Fargo Air Museum      County: Cass

Site Physical Address: 11609 19th Ave N      City: Fargo      State: ND      ZIP Code: 58102

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.)  
Disco for Down Syndrome Gala      03/29/2025

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Cash Raffle	50% of total dollars raised	\$
Raffle item	Golf Experience Package (see attached)	\$ 1,120
Total (limit \$40,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds: Support individuals with Down Syndrome & their families

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: Heather Lorenzen      Telephone Number: 701-551-7529      E-mail Address: hlorenzen@gigisplayhouse.org

Signature of Organization Group's Permit Organizer: [Signature]      Title: Executive Director      Date: 02/17/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT  
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SFN 9336 (9-2023)

56

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: Knights of Columbus - 6570      Dates of Activity (Does not include dates for the sales of tickets): 5/1/2025 - 5/31/2025

Organization or Group Contact Person: Mike O'Leary      E-mail: Oleary and company@gmail.com      Telephone Number: 701-235-2404

Business Address: 1825 24th Street South      City: Fargo      State: ND      ZIP Code: 58103

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

**SITE INFO**

Site Name: Nativity Church      County: Cass

Site Physical Address: 1825 24th Street South      City: Fargo      State: ND      ZIP Code: 58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/31, Raffle - 10/30, 11/30, 12/31, etc.)  
Every day in May      5/1/2025 - 5/31/2025

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

Game Type	Description of Prize	Exact Retail Value of Prize
<u>Raffle</u>	<u>\$25.00 X 22 days</u>	<u>\$550.00</u>
<u>✓</u>	<u>\$500 X 4</u>	<u>2000</u>
<u>✓</u>	<u>\$150 X 4</u>	<u>600.00 + 500.00</u>
<u>✓</u>	<u>500 X 2</u>	<u>1000</u>
Total (limit \$40,000 per year)		<u>\$ 1850</u>

**ADDITIONAL REQUIRED INFORMATION**

Intended User of Gaming Proceeds: Interior Church Furnishings

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: Mike O'Leary      Telephone Number: 701-235-2404      E-mail Address: Olearyandcompany@gmail.com

Signature of Organization Group's Permit Organizer: [Signature]      Title: Chairperson      Date: 2/27/2025





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 17 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SFN 9338 (9-2023)

50

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>Kappa Delta Sorority</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>March 24th - March 28th</b>	
Organization or Group Contact Person <b>Makenzie Nowobielski</b>	E-mail <b>Makenzienowobielski@gmail.com</b>	Telephone Number <b>6128124434</b>	
Business Address <b>1210 13th Ave N</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58102</b>
Mailing Address (if different)	City	State	ZIP Code

### SITE INFO

Site Name <b>Kappa Delta Sorority</b>	County <b>Cass</b>
Site Physical Address <b>1210 13th Ave N</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.)  
**Raffle tickets will be sold all day 3/24 to 3/28 - The drawing is 3/29**

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Gift Basket	\$50
Raffle	Gift Card	\$100
Raffle	Gift Certificate	\$30
Total (limit \$40,000 per year)		\$ <b>655</b>

### ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds  
**80% donated to Red River Childrens Advocacy Center - 20% to prevent child abuse America**

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: **\$850** (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>Makenzie Nowobielski</b>	Telephone Number <b>612-812-4434</b>	E-mail Address <b>Makenzienowobielski@gmail.com</b>
Signature of Organization Group's Permit Organizer <i>Makenzie Nowobielski</i>	Title <b>Vice President of Events and Programming</b>	Date <b>2/19/2025</b>

**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

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

15d

Apply 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>Nordic Culture Clubs (NCC)</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>APRIL 5, 2025</b>	
Organization or Group Contact Person <b>Marit Hordvik</b>	E-mail <b>nordiccultureclubspress@aol.com</b>	Telephone Number <b>(701) 361-2600</b>	
Business Address <b>2419 12th Ave. SW #2E</b>	City <b>MOORHEAD</b>	State <b>MN</b>	ZIP Code <b>56560</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Sons of Norway</b>	County <b>CASS</b>
Site Physical Address <b>722 2nd Ave N.</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.)  
**NORDIC GALA APRIL 5, 2025 fundraiser for Scandinavian Festival (June 2025) 4pm - 8:30 pm**

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/60 Raffle	1/2 of ticket sales (50%)	\$
<b>Total</b> (limit \$40,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**2025 Scandinavian Festival**

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 1-800-328-9240)  
 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 <b>Marit Hordvik</b>	Telephone Number <b>(701) 361-2600</b>	E-mail Address <b>nordiccultureclubspress@aol.com</b>
Signature of Organization Group's Permit Organizer <i>Marit Hordvik</i>	Title <b>Board president (NCC)</b>	Date <b>02/23/2025</b>

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9336 (9-2023)

Pd
cc

(56)

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

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

ORGANIZATION INFO
Name of Organization or Group: North Dakota Academy of Physician Assistants
Dates of Activity (Does not include dates for the sales of tickets): May 9, 2025
Organization or Group Contact Person: Jay Metzger
E-mail: ndapaboard@gmail.com
Telephone Number: 701-361-4074
Business Address: 1412 Cottonwood Avenue
City: Minot
State: ND
ZIP Code: 58701

SITE INFO
Site Name: Fargo Air Museum
County: Cass
Site Physical Address: 1609 19th Avenue North
City: Fargo
State: ND
ZIP Code: 58102
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 - May 9, 2025

PRIZE / AWARD INFO
Table with 3 columns: Game Type, Description of Prize, Exact Retail Value of Prize.
Row 1: 50/50 Raffle, 50% of the money collected, (blank)
Total (limit \$40,000 per year): \$

ADDITIONAL REQUIRED INFORMATION
Printed Name of Gaming Permittee: The Kathy Ohly Memorial Scholarship Fund
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-328-9240)
[ ] Yes [X] No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)?
[ ] Yes [X] No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)?
[X] No [ ] Yes - Total Retail Value: (This amount is part of the total prize limit 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 [X] No

Printed Name of Organization Group's Permit Organizer: Jay Metzger
Telephone Number: 701-361-4074
E-mail Address: ndapaboard@gmail.com
Signature of Organization Group's Permit Organizer: [Signature]
Title: CME Committee Co-chair
Date: 2/21/2025



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

(5f)

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>TNT Kid's Fitness and Gymnastics</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>03/21/2025 - 03/23/2025</b>	
Organization or Group Contact Person <b>Janine Wolf</b>	E-mail <b>janine@tntkidsfitness.org</b>	Telephone Number <b>701-551-5004</b>	
Business Address <b>2800 Main Ave</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>Fargo Parks Sports Center</b>	County <b>Cass</b>
Site Physical Address <b>6100 38th St S</b>	City <b>Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58104</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.)

**Raffle to be held during each session of the competition. (3) Drawings on 3/21/2025 :(4) Drawings 3/22/2025: (4) Drawings 3/23/2025**

**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>50% of proceeds from sale of tickets</b>	
Total (limit \$40,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Funds raised are dedicated to programming and allow us to increase capacity to serve more children and include partner programs**

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: **1,093.00** (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>Janine Wolf</b>	Telephone Number <b>701-551-5004</b>	E-mail Address <b>janine@tntkidsfitness.org</b>
Signature of Organization Group's Permit Organizer	Title <b>Director Business Operations</b>	Date <b>Feb 25, 2025</b>

REPORT OF ACTION

16

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Developer Agreements

Location: Grafstrom First Addition

Date of Hearing: 12/16/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/3/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding Developer Agreements with property owners regarding the responsibilities associated with the private road, utilities, and the existing and future connection points to 19<sup>th</sup> Avenue North and 57<sup>th</sup> Street North.

On a motion by Nicole Crutchfield, seconded by Michael Redlinger, the Committee voted to recommend approval of the Developer Agreements for Grafstrom First Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreements for Grafstrom First Addition.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>  <input checked="" type="checkbox"/>  </u>
Tim Mahoney, Mayor	<u>  <input type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	
Nicole Crutchfield, Director of Planning	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	
Steve Dirksen, Fire Chief	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	
Brenda Derrig, Assistant City Administrator	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	<u>Michael Redlinger</u>
Ben Dow, Director of Operations	<u>  <input type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	
Steve Sprague, City Auditor	<u>  <input type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	
Tom Knakmuhs, City Engineer	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	
Susan Thompson, Finance Director	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input checked="" type="checkbox"/>  </u>	<u>  <input type="checkbox"/>  </u>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Nathan Boerboom, Assistant City Engineer  
**Date:** December 12, 2024  
**Re:** Developer Agreements for Grafstrom First Addition

---

## **Background:**

The Grafstrom First Addition involves the platting of fourteen lots. This proposed development includes a private road and utilities to service the lots, with connections to both 19<sup>th</sup> Avenue North and 57<sup>th</sup> Street North. To support this development, staff has developed a Developer Agreement to define the responsibilities associated with the private road, utilities, and the existing and future connection points to 19<sup>th</sup> Avenue North and 57<sup>th</sup> Street North.

The following are key components of the Developer Agreement:

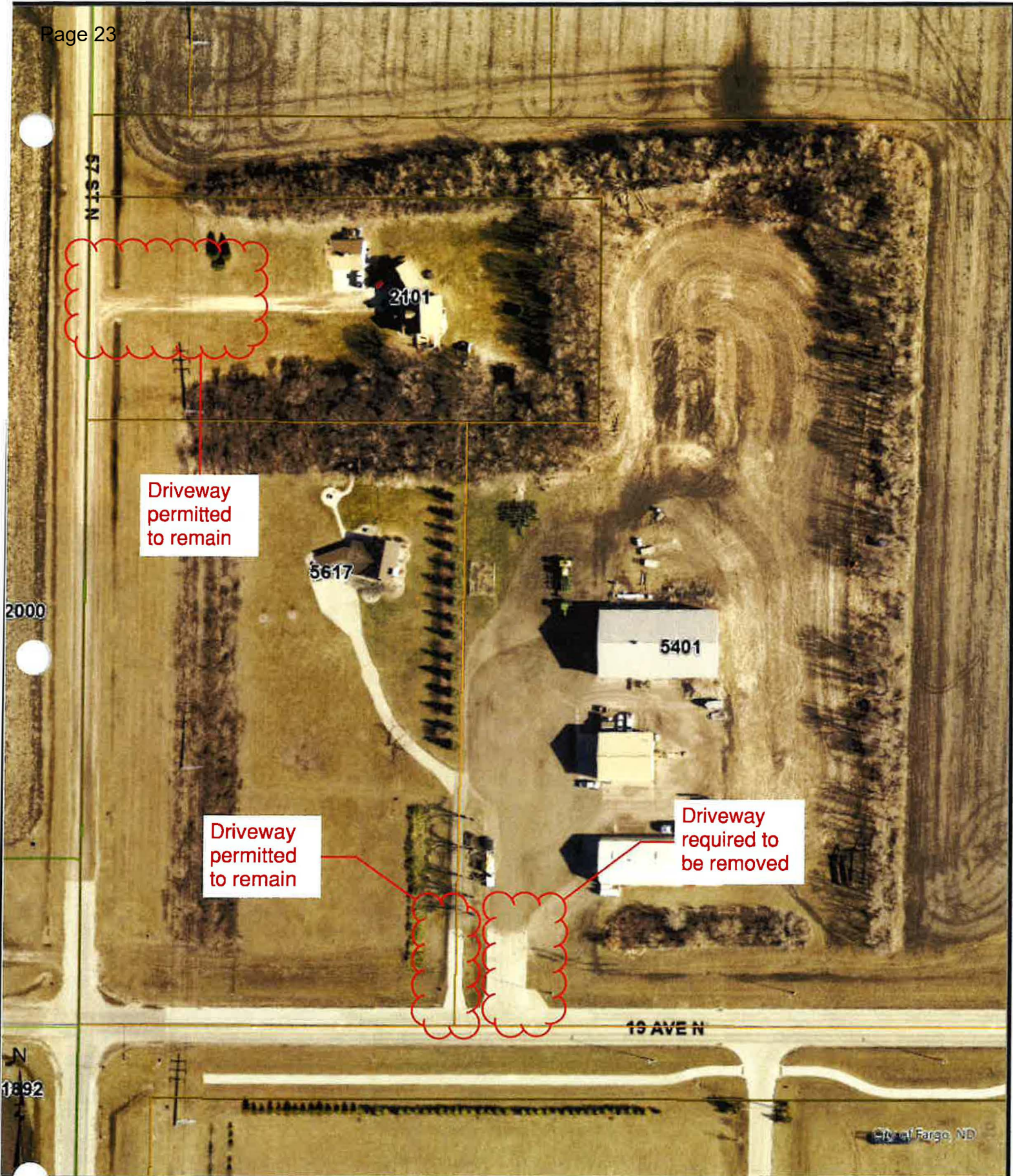
- The private road and utilities will be funded, constructed, owned, and maintained by the property owners, with no financial or operational responsibility on the part of the City.
- The City reserves the right, at its sole discretion, to restrict vehicle turning movements at the private road connections to 19<sup>th</sup> Avenue North and 57<sup>th</sup> Street North based on future traffic volumes.
- The existing driveways serving Lots 1 and 14 will be permitted to remain until the corresponding lot is either rezoned or replatted. At that time, access to the lot must be relocated to the private road.
- The existing east driveway serving Lot 1 from 19<sup>th</sup> Avenue North is required to be removed upon approval of Grafstrom First Addition.
- The property owners agree to waive their right to protest future street improvements to 57<sup>th</sup> Street North.

Two complete versions of the Developer Agreements are included with this Memorandum, detailing the full terms and conditions. Separate agreements are required because Lots 1-13 are owned by one property owner, while Lot 14 is owned by another.

## **Recommended Motion:**

Approve the Developer Agreements for the Grafstrom First Addition.

NAB/klb  
Attachments



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

**Grafstrom First Addition**

1:2,257	12/12/2024 9:28 AM
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	



## **Developer Agreement**

This Agreement, made and entered into between Just North of the Horse Park, LLC, (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure 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 1-12 in Block 1 of the Grafstrom First 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 the private road and utilities to service the Development Property. The private road will have one connection to 19<sup>th</sup> Avenue North and one connection to 57<sup>th</sup> Street North. The private road shall be located within the private ingress/egress and utility easement, as depicted on the Grafstrom First 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 utilities or 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 utilities or private roads within the Development Property.

3. Developer agrees the private drive access points onto 19<sup>th</sup> Avenue North and 57<sup>th</sup> Street North will initially allow all vehicle turning movements at these intersections until traffic volumes necessitate turning movements to become limited. The decision on when the alteration of the turning movements at these intersections are necessary shall be at the sole discretion of the City.



4. Developer hereby agrees that as part of the development it will be required to remove the existing eastern driveway access connection from the Development Property to 19<sup>th</sup> Avenue North.

Developer also hereby agrees that as part of the development it will be required to relocate the existing western driveway access connection from Lot 1, Block 1 of Grafstrom First Addition to 19<sup>th</sup> Avenue North upon any change of zoning or replatting of Lot 1, Block 1 of Grafstrom First Addition. All costs associated with relocating the driveway access from 19<sup>th</sup> Avenue North to the private road shall be solely at the Developer's cost. The driveway access from Lot 1, Block 1 of Grafstrom First Addition to 19<sup>th</sup> Avenue North shall be allowed to remain as long as the property remains as currently zoned or platted. No other lots from Grafstrom First Addition will be allowed to utilize the existing western driveway access from Lot 1, Block 1 of Grafstrom First Addition to 19<sup>th</sup> Avenue North.

5. City shall complete street construction and improvements of 57<sup>th</sup> Street North, from 19<sup>th</sup> Avenue North to the railroad right of way, at a future date to be determined by the City (the "Future Project"), which shall be determined at the sole discretion of the City. The funding of these future 57<sup>th</sup> Street North improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for the Future Project.
6. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Future Project and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Future Project. The project costs which may be assessed against the Development Property, which will be in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, include all costs of completing the construction of the Initial Project and Future Project.
7. 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. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.

8. The parties hereby agree that this Agreement may be recorded against the Development Property.
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 District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
10. 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.
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, 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. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Just North of the Horse Park, LLC

Dated: 2-11-25

*Hans Grafstrom*

By: Hans Grafstrom

Its: President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 11 day of February 2025, before me, a notary public in and for said county and state, personally appeared Hans Grafstrom, an authorized signatory of Just North of the Horse Park, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

*Morgan Anderson*

Notary Public  
Cass County, ND

My Commission expires: 9-5-2026

(SEAL)

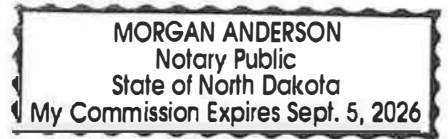




Exhibit A- Development Property

Lots One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, and Twelve in Block One of the Grafstrom First Addition in the City of Fargo, Cass County, North Dakota.

### **Developer Agreement**

This Agreement, made and entered into between Randy and Stacie Harwood, (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure 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 Lot 13 in Block 1 of the Grafstrom First 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 the private road and utilities to service the Development Property. The private road will have one connection to 19<sup>th</sup> Avenue North and one connection to 57<sup>th</sup> Street North. The private road shall be located within the private ingress/egress and utility easement, as depicted on the Grafstrom First 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 utilities or 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 utilities or private roads within the Development Property.

3. Developer agrees the private drive access points onto 19<sup>th</sup> Avenue North and 57<sup>th</sup> Street North will initially allow all vehicle turning movements at these intersections until traffic volumes necessitate turning movements to become limited. The decision on when the alteration of the turning movements at these intersections are necessary shall be at the sole discretion of the City.

4. Developer hereby agrees that as part of the development it will be required to relocate the existing driveway access onto 57<sup>th</sup> Street North from the Development Property to the private drive upon any change of zoning or replatting of the property. All costs associated with relocating the driveway access from 57<sup>th</sup> Street North to the private road shall be solely at the Developer's cost. The driveway access from the Development Property to 57<sup>th</sup> Street North shall be allowed to remain as long as the property remains as currently zoned or platted.
5. City shall complete street construction and improvements of 57<sup>th</sup> Street North, from 19<sup>th</sup> Avenue North to the railroad right of way, at a future date to be determined by the City (the "Future Project"), which shall be determined at the sole discretion of the City. The funding of these future 57<sup>th</sup> Street North improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for the Future Project.
6. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Future Project and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Future Project. The project costs which may be assessed against the Development Property, which will be in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, include all costs of completing the construction of the Initial Project and Future Project.
7. 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. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.
8. The parties hereby agree that this Agreement may be recorded against the Development Property.
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 District Court in Cass County, North Dakota, and the parties waive any objection to personal

jurisdiction.

10. 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.
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, 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. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.







Exhibit A- Development Property

Lot Thirteen in Block One of the Grafstrom First Addition in the City of Fargo, Cass County, North Dakota.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Developer Agreement

Location: Skyline Addition

Date of Hearing: 2/24/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/3/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Developer Agreement that consists of the property owner's consent to waive the right to protest future improvements to the alley.

On a motion by Steve Sprague, seconded by Steve Dirksen, the Committee voted to recommend approval of the Developer Agreement for Skyline Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for Skyline Addition.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Nathan Boerboom, Assistant City Engineer  
**Date:** February 6, 2025  
**Re:** Developer Agreement for Skyline Addition

---

## **Background:**

The Skyline Addition involves combining seven lots into a single lot to support a multi-dwelling residence. This proposed multi-dwelling residence also includes the construction of a parking lot adjacent to a City owned alley.

To support the location of this parking lot, staff has prepared a Developer Agreement, which consists of the property owner's consent to waive the right to protest future improvements to the alley. This provision is necessary to preserve the City's ability to reconstruct the alley at an undetermined future date. During any such reconstruction, access to the proposed parking lot will be restricted.

The complete version of the Developer Agreement is included with this Memorandum, detailing the full terms and conditions.

## **Recommended Motion:**

Approve the Developer Agreement for the Skyline Addition.

NAB/klb  
Attachment

## **Developer Agreement**

This Agreement, made and entered into between Bison Gold Investments, LLC, a North Dakota limited liability company (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure 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:

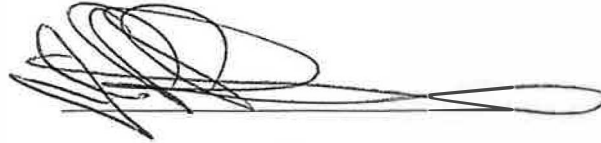
1. Developer holds all right, title and interest in the Development Property, known as Lot 1, Block 1 of the Skyline Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. City shall complete improvements of the alley located immediately east of the Development Property at a future date to be determined by the City (the “Future Project”), which shall be determined at the sole discretion of the City. The funding of the future alley improvements will follow the City’s Infrastructure Policy in effect at the time of creation of the improvement district for the Future Project.
3. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Future Project, and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Future Project. The project costs which may be assessed against the Development Property, which will be in accordance with the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district, include all costs of completing the construction of the Future Project.

4. 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. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.
5. The parties hereby agree that this Agreement may be recorded against the Development Property.
6. 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.
7. 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.
8. 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.
9. 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.
10. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Bison Gold Investments, LLC

Dated: 2.13.2025

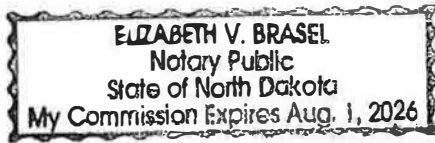


By: James Rozas

Its: 2-13-20 member

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

On this 13<sup>th</sup> day of February, 2025, before me, a notary public in and for said county and state, personally appeared James Rozas authorized signatory of Bison Gold Investments LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Elizabeth V. Brasel  
Notary Public  
Cass County, ND  
My Commission expires:



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

Lot 1 in Block 1 of the Skyline Addition in the City of Fargo, Cass County, North Dakota.

8

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-23-A2 Type: Change Order #5 & Time Extension

Location: Storm Sewer Lift Stations # 47 & #48 on 38th St S at Drain 27 Date of Hearing: 2/24/2025

Routing Date
City Commission 3/3/2025
PWPEC File X
Project File Christine Goldader

The Committee reviewed the accompanying correspondence from Project Manager, Christine Goldader, regarding Change Order #5 in the amount of -\$3,092.00, along with time extensions to the Interim Completion Date 2, bringing it to 9/20/2024, Interim Completion Date 3, bringing it to 9/14/2024, and the Substantial Completion Date, bringing it to 10/31/2024, for additional work.

Staff is recommending approval of Change Order #5 in the amount of -\$3,092.00, bringing the total contract amount to \$9,737,201.50 and the time extensions as described above

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #5 and the time extensions to the Interim Completion Date 2, Interim Completion Date 3, and the Substantial Completion Date to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #5 in the amount of -\$3,092.00, bringing the total contract amount to \$9,737,201.50 and the time extensions to the Interim Completion Date 2, bringing it to 9/20/2024, Interim Completion Date 3, bringing it to 9/14/2024, and the Substantial Completion Date, bringing it to 10/31/2024, to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax
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

Table with 4 columns: Present, Yes, No, Unanimous. Rows list committee members: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, 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:

Handwritten signature of Tom Knakmuhs, P.E. City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC

**From:** Christine Goldader, Project Manager

**Date:** February 24, 2025

**Re:** Project No. NR-23-A2 – Change Order #5

---

**Background:**

Key Contracting Inc. is the Prime Contractor for Project No. NR-23-A2, reconstruction of storm sewer lift stations #47 and #48 at 38<sup>th</sup> Street South and Cass County Drain 27.

The attached change order in the amount of -\$3,092 (0.03% of the original contract), which decreases the total contract amount to \$9,737,201.50, is for additional work as shown on Change Order #5.

This is a change order request to change the layout of the new levee to accommodate a Lumen handhole that was not identified during design of the project. The existing handhole is located east of new LS48 across 38<sup>th</sup> Street South and Interstate 29. The existing handhole could not be extended upwards to match the proposed final grade of the levee, so the levee alignment was changed to curve to the south. Re-design of the levee alignment also required additional time to assess the geotechnical stability of the levee slope. During communications with Lumen and the re-design of the levee, Key relocated equipment and personnel to a different portion of the project, which required them to re-mobilize back to the levee work area when the design was finalized. The change in schedule of the levee work subsequently delayed the schedule of the watermain and sanitary sewer main lowering.

Traffic Control Phases 2 and 3 were not completed according to the planned schedule due to delays from the levee re-design and changes to the schedule for lowering the watermain and sanitary sewer. Key requests a 14-day extension of Phase 2 (to 9/20/2024), a 28-day extension of Phase 3 (to 9/14/2024), and a 14-day extension of the Substantial Completion Date (to 10/31/2024). The Traffic Control Phase 4 Completion Date will not change from CO4, which changed the date to 9/23/2024.

**Recommended Motion:**

Approve Change Order #5 in the amount of -\$3,092.00 to Key Contracting Inc.

Extend Interim Completion Date 2 from 9/6/2024 to 9/20/2024.

Extend Interim Completion Date 3 from 8/17/2024 to 9/14/2024.

Extend Substantial Completion Date from 10/3/2024 to 10/31/2024.

Attachment



**CHANGE ORDER REPORT**  
**DRAIN #27 LIFT STATION #47 & #48 - GENERAL**  
**PROJECT NO. NR-23-A2**  
**STORM SEWER LIFT STATIONS #47 & #48 ON 38TH STREET SOUTH AT CASS**  
**COUNTY DRAIN 27.**

**Change Order No**                      5                                      **Change Order Date**                      11/27/2024  
**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 # 5

This is a change order request to change the layout of the new levee to accommodate a Lumen handhole that was not identified during design of the project. The existing handhole is located east of new LS48 across 38th Street South and Interstate 29. The existing handhole could not be extended upwards to match the proposed final grade of the levee, so the levee alignment was changed to curve to the south. Re-design of the levee alignment also required additional time to assess the geotechnical stability of the levee slope. During communications with Lumen and the re-design of the levee, Key relocated equipment and personnel to a different portion of the project, which required them to re-mobilize back to the levee work area when the design was finalized. The change in schedule of the levee work subsequently delayed the schedule of the watermain and sanitary sewer main lowering.

Traffic Control Phases 2 and 3 were not completed according to the planned schedule due to delays from the levee re-design and changes to the schedule for lowering the watermain and sanitary sewer. Key requests a 14-day extension of Phase 2 (to 9/20/2024), a 28-day extension of Phase 3 (to 9/14/2024), and a 14-day extension of the Substantial Completion Date (to 10/31/2024). The Traffic Control Phase 4 Completion Date will not change from CO4, which changed the date to 9/23/2024.

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 5	14	Special Bid Item B	LS	0		0	1	1	\$3,500.00	\$3,500.00
<b>Change Order 5 Sub Total</b>										<b>\$3,500.00</b>
Flood Mitigation	97	Fill - Import	CY	1330		1330	-295	1035	\$48.00	-\$14,160.00
	100	Inspection Trench	CY	990		990	172	1162	\$44.00	\$7,568.00
<b>Flood Mitigation Sub Total</b>										<b>-\$6,592.00</b>

**Summary**

Source Of Funding	Infrastructure Sales Tax Fund 460
Net Amount Change Order # 5 (\$)	-\$3,092.00
Previous Change Orders (\$)	\$66,686.00
Original Contract Amount (\$)	\$9,673,607.50
Total Contract Amount (\$)	\$9,737,201.50

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

**CONTRACT DATES**

<b>Current Substantial Completion Date</b>	<b>Current Final Completion Date</b>
10/3/2024	11/5/2024
<b>Additional Days Substantial Completion</b>	<b>Additional Days Final Completion</b>
28	0
<b>New Substantial Completion Date</b>	<b>New Final Completion Date</b>
10/31/2024	11/5/2024
<b>Interim Completion Dates</b>	

APPROVED

For Contractor

Title

*thomas martin*

President

APPROVED DATE

Department Head

Mayor

Attest

*T-KEE*

9

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SN-25-B0 Type: Amendment #1
Location: Red River from Park Lane to 15th Ave. N. Date of Hearing: 2/24/2025

Routing Date
City Commission 3/3/2025
PWPEC File X
Project File Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, related to Amendment #1 in the amount of \$26,500.00 for additional work.

Staff is recommending approval of Amendment #1 in the amount of \$26,500.00, which increases the total contract amount to \$166,565.00 to Houston Engineering.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Amendment #1 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 in the amount of \$26,500.00, which brings the total contract amount to \$166,565.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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

Table with 4 columns: Present, Yes, No, Unanimous. Rows include Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, 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

Handwritten signature of Tom Knakmuhs, P.E. City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Eric Hodgson, Civil Engineer II  
**Date:** February 19, 2025  
**Re:** Project No. SN-25-B0 – Amendment #1  
15<sup>th</sup> Avenue North Red River Trail (15<sup>th</sup> Ave. N. to Woodcrest Dr. N.)

---

## **Background:**

City staff met on February 12, 2024 and selected Houston Engineering for Project No. SN-25-B0.

During design, additional tasks and work were added causing Houston Engineering to incur more costs.

Houston is requesting additional payment in the amount of \$26,500. This amendment serves to pay Houston for that extra work. The additional funds will be paid with City Sales Tax.

Note: Houston submitted an hourly breakdown in the amount of \$26,585, however they are only requesting \$26,500 for this work.

## **Recommended Motion:**

Approve Amendment #1 in the amount of \$26,500 to Houston Engineering for additional work.

EBH/klb  
Attachment

February 12, 2025

City of Fargo  
Attn: Eric Hodgson  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Subject:** Engineering Services Agreement – Amendment No. 1

**Project:** Improvement District No. SN-25-B0 New Red River Shared Use Path Project – 15<sup>th</sup> Ave N to Park Lane

**Client:** City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Attn: Jeremy Gorden

**Location of Project:** City of Fargo, Cass County, North Dakota

**Description of Work:** This contract amendment is for additional services provided as a result of design changes completed during project development. Throughout the design process, multiple alignment iterations were evaluated. The original contract was developed assuming two alignment iterations would be completed prior to the 50% plan submittal. Additional alignment iterations were completed after the 50% and 95% submittals which resulted in significant effort to update the design and construction documents. The selected alignment also resulted in impacts to the existing pump station fencing that was not anticipated in the original contract.

The additional services associated with the project were discussed verbal prior to completing the work and it was desired to see if the project could be completed within the original contractor prior to completing an amendment. The additional services are detailed further in this amendment. The project had an initial contract value of \$140,065. This amendment to the contract is requested for consideration equal to the estimated cost to complete the project less the existing contract value:

**Task 1 – Services During Project Development – \$26,500 Total**

**Subtask 1.1 – Levee Crossings and Connections**

At the request of the City, HEI evaluated crossings of the existing levee system and connections to Elm St near the south end of the project as well as thru the City owned lot south the VA. The evaluation resulted in multiple alignment iterations and geotechnical coordination to ensure slope stability. Alignment alternatives were considered beyond

the 90% design which resulted in additional plan preparation of the construction documents.

The additional cost to complete **Subtask 1.1** is \$6,000.

### **Subtask 1.2 – Alignment Modifications**

During the public input meeting, significant feedback was received regarding the trail alignment and offset from the property line. In response to the input received, additional alignments were considered after the 50% plan submittal and review. The additional alignment revisions resulted in additional plan preparation and design to complete the construction documents.

As part of the 90% plan review, the VA requested an additional realignment of the trail along the east side of their property to accommodate a potential future parking lot on their property. The trail realignment required additional plan preparation and design to complete the construction documents.

The additional cost to complete **Subtask 1.2** is \$10,000.

### **Subtask 1.3 – Pump Station Impacts**

The selected alignment for the trail follows the top of the levee through the driveway and existing gate around the existing pump station south of the VA Hospital. Impacts to the existing fence were not anticipated in the original contract resulting in additional design efforts and plan preparation.

The additional cost to complete **Subtask 1.3** is \$2,500.

### **Subtask 1.4 – Miscellaneous**

There were additional unexpected costs that were incurred to complete various unforeseen tasks. These included biweekly progress reports as requested by the NDDOT instead of monthly progress reports. The additional alignment alternatives also resulted in additional hydraulic analysis of floodway/floodplain impacts and additional easement exhibit and description revisions.

The original project schedule had final design of the project being completed in August of 2025 with construction in 2026. However, possible funding was identified to allow for construction of the project in 2025 which required expediting the project to complete design in January 2025. This resulted in utilizing different staff than originally anticipated.

The additional cost to complete **Subtask 1.4** is \$8,000.

**Basis of Proposal**

This amendment only covers the services as described above. Specifically, the amendment includes additional tasks due to changes completed during project development. These services will continue to be provided on an hourly basis as per the original contract. This additional fee is estimated to cover the costs of revised design and plan preparation of the Shared Use Path from 15<sup>th</sup> Ave N to Park Lane.

**Fee:**

The total fee to complete the above-described tasks is **\$26,500**. An amendment to the contract is requested for consideration equal to the cost to complete the additional work. Tasks will be performed in accordance with our current hourly rates in the year services are provided.

**Contract Summary Table**

Contract Element	Fee	Status
Initial Contract: Project Development	\$140,065	Complete
<b>Proposed Contract Amendment 1: Additional Serviced During Project</b>	<b>\$26,500</b>	<b>In Progress</b>
<b>Total</b>	<b>\$166,565</b>	

**Conditions:** Services will be invoiced monthly and are due and payable upon receipt.

**Limitation of Liability:** Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:


Client: City of Fargo

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal: Houston Engineering, Inc.

Signature:  \_\_\_\_\_  
Digitally signed by Jeremy McLaughlin, VP  
 Date: 2025.02.12 08:30:27-0600

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SN-25-B0**

New Shared Use Path - 15th Ave N to Park Lane

		Engineer 4	Engineer 9	Engineer 10	Technician 6	Land Surveyor 6
	<i>Task Cost</i>	\$165	\$218	\$228	\$158	\$250
Amendment 1						
<b>Task 1- Services During Project Development</b>	<b>\$26,585</b>					
1.1 - Levee Crossings and Connections	\$6,034	26	8			
1.2 - Alignment Modifications	\$10,041	45	12			
1.3 - Pump Station Impacts	\$2,522	10	4			
1.4 - Miscellaneous	\$7,988	22	12	1	8	1
<b>Total Hours</b>	<b>149</b>	<b>103</b>	<b>36</b>	<b>1</b>	<b>8</b>	<b>1</b>
<b>Total Costs</b>	<b>\$26,585</b>	<b>\$16,995</b>	<b>\$7,848</b>	<b>\$228</b>	<b>\$1,264</b>	<b>\$250</b>



910

Engineering Department  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 | Fax: 701.241.8101  
Email: feng@FargoND.gov  
[www.FargoND.gov](http://www.FargoND.gov)

February 12, 2025

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. TN-24-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, February 12, 2025, for Fiberoptic Communication Improvements, Project No. TN-24-A1, located as follows: Red River Regional Dispatch Center Fiberoptic Installation.

The bids were as follows:

Pleasant and Sons Construction	\$149,538.00
Eagle River Utility Solutions	\$235,468.80
Sun Electric	\$241,770.00
MVM Contracting Inc	\$248,911.00
Strata Corporation	\$386,920.00
Engineers Estimate	\$244,752.00

Private financial security is not needed.

No protests have been received.

Per North Dakota Century Code § 43-07-07, Pleasant and Sons Construction's bid of \$149,538.00 was rejected because the Class D Contractor's license submitted as part of the bid package does not authorize engagement in any single contract project exceeding \$100,000 in value. Therefore, this office recommends award of the contract to Eagle River Utility Solutions in the amount of \$235,468.80 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.  
City Engineer



**Engineer's Statement Of Cost**  
**Project # TN-24-A1**  
**Fiberoptic Communication Improvements**

Red River Regional Dispatch Center Fiberoptic Installation

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:

Fiberoptic Communication Improvements Project # TN-24-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Miscellaneous</b>					
1	F&I Conduit 2" Dia	LF	6,196.00	7.80	48,328.80
2	F&I Fiber Optic Cable - 144SM	LF	14,000.00	3.35	46,900.00
3	F&I Fiber Vault	EA	6.00	7,300.00	43,800.00
4	Remove Pull Box	EA	3.00	480.00	1,440.00
5	F&I Fiber Optic Terminations & Equip	LS	1.00	95,000.00	95,000.00
Miscellaneous Total					<b>235,468.80</b>
<b>Total Construction in \$</b>					<b>235,468.80</b>

Admin	4.00%	9,418.75
Legal	3.00%	7,064.06
Interest	4.00%	9,418.75
Contingency	5.00%	11,773.44
Misc. Costs		15,000.00
<b>Total Estimated Costs</b>		<b>288,143.80</b>
Developer Funded		288,143.80
<b>Unfunded Costs</b>		<b>0.00</b>

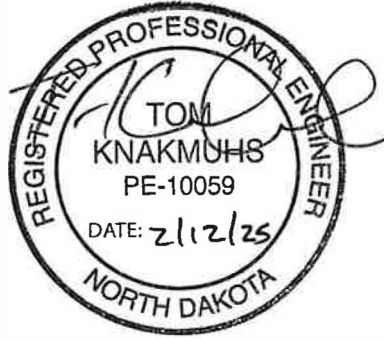
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 02/12/2025



Thomas Knakmuhs

City Engineer







11

**Street Lighting Department**  
4630 15<sup>th</sup> Ave N  
Fargo, ND 58102  
Phone: 701.241.1440  
[www.FargoND.gov](http://www.FargoND.gov)

TO: BOARD OF CITY COMMISSIONERS  
FROM: ALLEN SCHUMACHER, TRAFFIC & LIGHTING OPERATIONS MANAGER  
RE: STREET LIGHTING MATERIALS (RFP25018, RFP25019, RFP25020)  
DATE: March 3<sup>rd</sup>, 2025

A Request for Proposal (RFP) was posted on December 4<sup>th</sup>, 2024, to solicit qualified vendors for pricing on street lighting materials. The deadline for proposals was January 20<sup>th</sup>, 2025, and we received responses from four (4) proposers.

After a thorough evaluation, the review committee, comprising of members from the Traffic and Lighting Department, determined that Border States Electric best met the specifications outlined in this RFP, and their proposal offered the overall lowest cost for the street lighting materials.

Funding for this project is allocated from Utility Funds – Street Light 528 and has been included within the 2025 budget.

**RECOMMENDED MOTION:** Approve the recommendation to award the contract for street lighting materials for 2025 to Border States Electric.

Allen Schumacher

Traffic and Lighting Operations Manager

# RFP25018 - Street Light Inventory

## Scoring Summary

### Active Submissions

	<b>Total</b>	<b>Qualifications and Experience</b>	<b>Cost and Delivery</b>	<b>References</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>/ 50 pts</b>	<b>/ 40 pts</b>	<b>/ 10 pts</b>
Border States	100	50	40	10
Consolidated Electrical Distributors	90	50	30	10
GRAYBAR ELECTRIC	78	50	18	10
Lighting N Beyond LLC	55.5	42.5	8	5

14

**Engineering Department**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1545 | Fax: 701.241.8101  
Email: feng@FargoND.gov  
[www.FargoND.gov](http://www.FargoND.gov)

February 26, 2025

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BR-25-E1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, February 26th, 2025, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-25-E1, located as follows: Hickory Street North from 28th Avenue North to 29th Avenue North; Maple Street North from 28th Avenue North to 29th Avenue North; 29th Avenue North from Longfellow Road North to Maple Street North.

The bids were as follows:

Dakota Underground Co Inc	\$2,988,482.36
Sellin Bros, Inc	\$3,271,447.00
Engineers Estimate	\$3,207,604.50

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$2,988,482.36 as the lowest and best bid.

Sincerely,



---

Thomas Knakmuhs, P.E.  
City Engineer



**Engineer's Statement Of Cost**  
**Improvement District # BR-25-E1**  
**Paving And Utility Rehab/Reconstruction**

Hickory St N from 28 Ave N to 29 Ave N; Maple St N from 28 Ave N  
to 29 Ave N; 29 Ave N from Longfellow Rd N to Maple St N

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-25-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>					
1	Bore Pipe SDR 26 - 6" Dia PVC	LF	250.00	110.00	27,500.00
2	Spot Repair Pipe w/GB	EA	2.00	6,750.00	13,500.00
3	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	596.00	120.00	71,520.00
4	Connect Sewer Service	EA	42.00	4,500.00	189,000.00
Sanitary Sewer Total					<b>301,520.00</b>
<b>Storm Sewer</b>					
5	F&I Controlled Density Fill	CY	25.00	200.00	5,000.00
6	F&I Manhole 4' Dia Reinf Conc	EA	8.00	6,800.00	54,400.00
7	Remove Manhole	EA	2.00	1,500.00	3,000.00
8	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	6,100.00	12,200.00
9	F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	3,600.00	28,800.00
10	Remove Inlet	EA	4.00	1,000.00	4,000.00
11	Connect Pipe to Exist Pipe	EA	5.00	2,500.00	12,500.00
12	Connect Pipe to Exist Structure	EA	1.00	2,500.00	2,500.00
13	Remove Pipe All Sizes All Types	LF	93.00	30.00	2,790.00
14	F&I Pipe w/GB 15" Dia	LF	1,230.00	115.00	141,450.00
15	F&I Pipe w/GB 18" Dia	LF	14.00	0.01	0.14
16	F&I Pipe w/GB 12" Dia Reinf Conc	LF	8.00	0.01	0.08
17	F&I Pipe w/GB 18" Dia Reinf Conc	LF	8.00	0.01	0.08
18	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	4.00	0.01	0.04

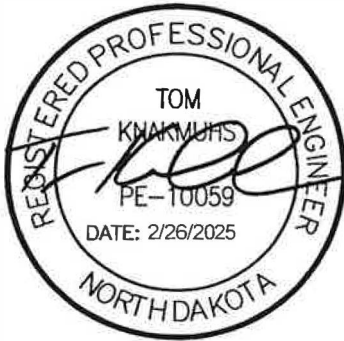
Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Storm Sewer Total					<b>266,640.34</b>
<b>Water Main</b>					
19	F&I Controlled Density Fill	CY	10.00	300.00	3,000.00
20	F&I Fittings C153 Ductile Iron	LB	1,227.00	12.00	14,724.00
21	F&I Hydrant	EA	4.00	7,000.00	28,000.00
22	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	2,637.00	0.01	26.37
23	Connect Pipe to Exist Pipe	EA	5.00	2,500.00	12,500.00
24	Remove Pipe All Sizes All Types	LF	1,996.00	0.01	19.96
25	Remove Pipe Asbestos Cement	LF	1,996.00	0.01	19.96
26	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	41.00	150.00	6,150.00
27	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,579.00	180.00	464,220.00
28	F&I Gate Valve 6" Dia	EA	5.00	2,300.00	11,500.00
29	F&I Gate Valve 8" Dia	EA	9.00	3,100.00	27,900.00
30	Bore Pipe 1" Dia Water Service	LF	250.00	105.00	26,250.00
31	F&I Pipe w/GB 1" Dia Water Service	LF	644.00	105.00	67,620.00
32	Rem & Repl CS & Box 1" Dia	EA	42.00	1,100.00	46,200.00
33	Connect Water Service	EA	42.00	1,100.00	46,200.00
34	Furnish Temp Water Svc	LS	1.00	25,000.00	25,000.00
Water Main Total					<b>779,330.29</b>
<b>Paving</b>					
35	Temp Mailbox	LS	1.00	4,000.00	4,000.00
36	Relocate Mailbox	EA	42.00	400.00	16,800.00
37	Remove Mailbox	EA	42.00	90.00	3,780.00
38	Remove Pavement All Thicknesses All Types	SY	7,605.00	20.00	152,100.00
39	F&I Casting Water Service	EA	7.00	400.00	2,800.00
40	Boulevard Grading	SY	5,747.00	5.00	28,735.00
41	Subgrade Preparation	SY	9,945.00	5.00	49,725.00
42	F&I Woven Geotextile	SY	9,945.00	2.00	19,890.00
43	F&I Class 5 Agg - 8" Thick	SY	9,945.00	16.50	164,092.50
44	F&I Edge Drain 4" Dia PVC	LF	5,026.00	13.00	65,338.00
45	F&I Curb & Gutter Mountable (Type I)	LF	5,026.00	32.00	160,832.00
46	Remove Curb & Gutter	LF	5,080.00	5.00	25,400.00
47	F&I Sidewalk 4" Thick Reinf Conc	SY	2,077.00	75.00	155,775.00
48	F&I Sidewalk 6" Thick Reinf Conc	SY	48.00	100.00	4,800.00
49	Remove Sidewalk All Thicknesses All Types	SY	2,465.00	10.00	24,650.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	F&I Driveway 6" Thick Reinf Conc	SY	1,463.00	85.00	124,355.00
51	Remove Driveway All Thicknesses All Types	SY	1,009.00	12.00	12,108.00
52	F&I Det Warn Panels Cast Iron	SF	96.00	65.00	6,240.00
53	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	2,500.00	2,500.00
54	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,876.00	97.00	375,972.00
55	Rem & Repl Casting - Self Leveling	EA	6.00	2,700.00	16,200.00
56	Casting to Grade - w/Conc	EA	10.00	700.00	7,000.00
57	Casting to Grade - no Conc	EA	8.00	1,000.00	8,000.00
58	GV Box to Grade - Blvd	EA	6.00	500.00	3,000.00
59	GV Box to Grade - no Conc	EA	8.00	800.00	6,400.00
60	Mulching Type 1 Hydro	SY	5,970.00	0.80	4,776.00
61	Seeding Type C	SY	5,970.00	2.50	14,925.00
62	Weed Control Type B	SY	5,970.00	0.10	597.00
63	Stormwater Management	LS	1.00	10,000.00	10,000.00
64	Temp Construction Entrance	EA	3.00	0.01	0.03
65	Inlet Protection - New Inlet	EA	10.00	250.00	2,500.00
66	Inlet Protection - Existing Inlet	EA	15.00	250.00	3,750.00
67	Remove Landscaping	LS	1.00	1,000.00	1,000.00
68	Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
69	Irrigation Repair	EA	20.00	950.00	19,000.00
Paving Total					<b>1,502,040.53</b>
<b>Signing</b>					
70	F&I Sign Assembly	EA	4.00	110.00	440.00
71	F&I Sign Assembly & Anchor	EA	13.00	275.00	3,575.00
72	F&I Diamond Grade Cubed	SF	97.40	13.00	1,266.20
73	F&I High Intensity Prismatic	SF	10.50	10.00	105.00
Signing Total					<b>5,386.20</b>
<b>Street Lights</b>					
74	Remove Street Light	EA	9.00	1,100.00	9,900.00
75	F&I Base 5' Deep Reinf Conc	EA	13.00	2,200.00	28,600.00
76	Remove Base	EA	9.00	1,200.00	10,800.00
77	F&I Conductor #6 USE Cu	LF	5,964.00	2.75	16,401.00
78	F&I Innerduct 1.5" Dia	LF	1,951.00	14.00	27,314.00
79	F&I Luminaire Type A	EA	13.00	550.00	7,150.00
80	F&I Light Standard Type A	EA	13.00	2,200.00	28,600.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Street Lights Total:					<b>128,765.00</b>
<b>Pavement Marking</b>					
81	Paint Epoxy Line 24" Wide	LF	24.00	200.00	4,800.00
Pavement Marking Total:					<b>4,800.00</b>
<b>Total Construction in \$</b>					<b>2,988,482.36</b>

Engineering	10.00%	298,848.23
Admin	4.00%	119,539.29
Legal	3.00%	89,654.47
Interest	4.00%	119,539.29
Contingency	5.00%	149,424.12
<b>Total Estimated Costs</b>		<b>3,765,487.76</b>
Special Assessments		686,260.32
State Funds - Other ND		3,079,227.44
<b>Unfunded Costs</b>		<b>0.00</b>

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



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.  
City Engineer

COVER SHEET  
CITY OF FARGO PROJECTS

15

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

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

Paving and Utility Rehab/Reconstruction

Improvement  
District No.

BR-25-C

Call For Bids	<u>March 3</u>	<u>2025</u>
Advertise Dates	<u>March 12 &amp; 19</u>	<u>2025</u>
Bid Opening Date	<u>April 9</u>	<u>2025</u>
Substantial Completion Date	<u>October 13</u>	<u>2025</u>
Final Completion Date	<u>November 13</u>	<u>2025</u>

N/A

PWPEC Report (Part of 2025 CIP)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

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

X

Notice to Property Owners (Special Assessments)

N/A

Supplemental Funding Language Included

Project Engineer

Brian Skanson

Phone No.

(701) 241-1545

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

X

Create District (Attach Copy of Legal Description)

X

Order Plans & Specifications

X

Approve Plans & Specifications

X

Adopt Resolution of Necessity

N/A

Approve Escrow Agreement (Attach Copy for Commission Office Only)

X

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







**ENGINEER'S REPORT**  
**PAVING AND UTILITY REHAB/RECONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BR-25-C**  
**LILAC LANE N FROM SOUTH WOODCREST DRIVE N TO**  
**NORTH WOODCREST DRIVE N AND ON WILLOW ROAD N**  
**FORM NORTH WOODCREST DRIVE N TO LILAC LANE.**

**Nature & Scope**

This project is for the replacement of the water main and services, portion of the sanitary sewer and services, storm sewer, concrete curb and gutter, asphalt pavement, sidewalks, driveway approaches, and street lighting.

**Purpose**

The existing water main is a combination of cast iron pipe (CIP) and asbestos cement pipe (ACP) that is approximately 50 years old and is being replaced by polyvinyl chloride pipe (PVC). The storm sewer will be upsized from existing 10" and 12" to 15" reinforced concrete pipe (RCP), abandoned in the current boulevard and routed into the street. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt pavement, gravel base, curb and gutter, sanitary sewer spot repairs, driveway approaches, and sidewalk replacement. The project will be funded by a combination of City Funds (Wastewater Utility, Water Utility, Storm Sewer Utility, Street Light Utility and Infrastructure Sales Tax) and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

**Special Assessment District**

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

**Feasibility**

The estimated cost of construction is \$3,318,157.20. The cost breakdown is as follows:

**Paving**

<b>Construction Cost</b>		\$1,613,366.60
--------------------------	--	----------------

**Fees**

Admin	4%	\$64,534.66
Contingency	5%	\$80,668.33
Engineering	10%	\$161,336.66
Interest	4%	\$64,534.66
Legal	3%	\$48,401.00

---

<b>Total Estimated Cost</b>		<b>\$2,032,841.91</b>
-----------------------------	--	-----------------------

**Funding**

Sales Tax Funds - Infrastructure - 420	39.75%	\$808,032.46
Utility Funds - Water - 501	19.34%	\$393,142.71
Special Assessments	15.43%	\$313,599.34
Utility Funds - Wastewater - 521	25.48%	\$518,067.40

**Sanitary Sewer**

<b>Construction Cost</b>		\$356,210.00
--------------------------	--	--------------

**Fees**

Admin	4%	\$14,248.40
Contingency	5%	\$17,810.50
Engineering	10%	\$35,621.00
Interest	4%	\$14,248.40
Legal	3%	\$10,686.30

---

<b>Total Estimated Cost</b>		<b>\$448,824.60</b>
-----------------------------	--	---------------------

**Funding**

Utility Funds - Wastewater - 521	100.00%	\$448,824.60
----------------------------------	---------	--------------

**Storm Sewer**

<b>Construction Cost</b>			\$315,560.00
--------------------------	--	--	--------------

**Fees**

Admin	4%	\$12,622.40
Contingency	5%	\$15,778.00
Engineering	10%	\$31,556.00
Interest	4%	\$12,622.40
Legal	3%	\$9,466.80

---

<b>Total Estimated Cost</b>			<b>\$397,605.60</b>
-----------------------------	--	--	---------------------

**Funding**

Utility Funds - Stormwater - 524	50.00%	\$198,802.80
Special Assessments	50.00%	\$198,802.80

**Water Main**

<b>Construction Cost</b>			\$827,065.00
--------------------------	--	--	--------------

**Fees**

Admin	4%	\$33,082.60
Contingency	5%	\$41,353.25
Engineering	10%	\$82,706.50
Interest	4%	\$33,082.60
Legal	3%	\$24,811.95

---

<b>Total Estimated Cost</b>			<b>\$1,042,101.90</b>
-----------------------------	--	--	-----------------------

**Funding**

Utility Funds - Water - 501	85.03%	\$886,121.29
Special Assessments	14.97%	\$155,980.61

<b>Street Light Utility</b>			
<b>Construction Cost</b>			<b>\$205,955.60</b>
<b>Fees</b>			
Admin	4%		\$8,238.22
Contingency	5%		\$10,297.78
Engineering	10%		\$20,595.56
Interest	4%		\$8,238.22
Legal	3%		\$6,178.67
<b>Total Estimated Cost</b>			<b>\$259,504.05</b>
<b>Funding</b>			
Utility Funds - Street Lights - 528	100.00%		\$259,504.05

<b>Project Funding Summary</b>			
Sales Tax Funds - Infrastructure - 420	19.33%		\$808,032.46
Utility Funds - Stormwater - 524	4.76%		\$198,802.80
Utility Funds - Street Lights - 528	6.21%		\$259,504.05
Utility Funds - Water - 501	30.60%		\$1,279,264.00
Special Assessments	15.99%		\$668,382.75
Utility Funds - Wastewater - 521	23.13%		\$966,892.00
<b>Total Estimated Project Cost</b>			<b>\$4,180,878.06</b>

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read 'T. Knakmuhs'.

Thomas Knakmuhs, P.E.  
City Engineer

**LOCATION AND COMPRISING  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-25-C**

**LILAC LANE N FROM SOUTH WOODCREST DRIVE N TO  
NORTH WOODCREST DRIVE N AND ON WILLOW ROAD N  
FORM NORTH WOODCREST DRIVE N TO LILAC LANE.**

**LOCATION:**

On Lilac Lane North from South Woodcrest Drive to North Woodcrest Drive and on Willow Road North from North Woodcrest Drive to Lilac Lane.

**COMPRISING:**

Lot 7, Block 7.

Lots 15 through 23, Block 11.

Lots 1,2,3 and 6, Block 12.

All in Woodcrest 2nd Addition.

Lots 9 and 10, Block 13 (Replat).

Lots 7 through 14, Block 14.

Lots 1 through 11, Block 15.

Lots 1 through 4, Block 17 (Replat).

All in Woodcrest 3rd Addition.

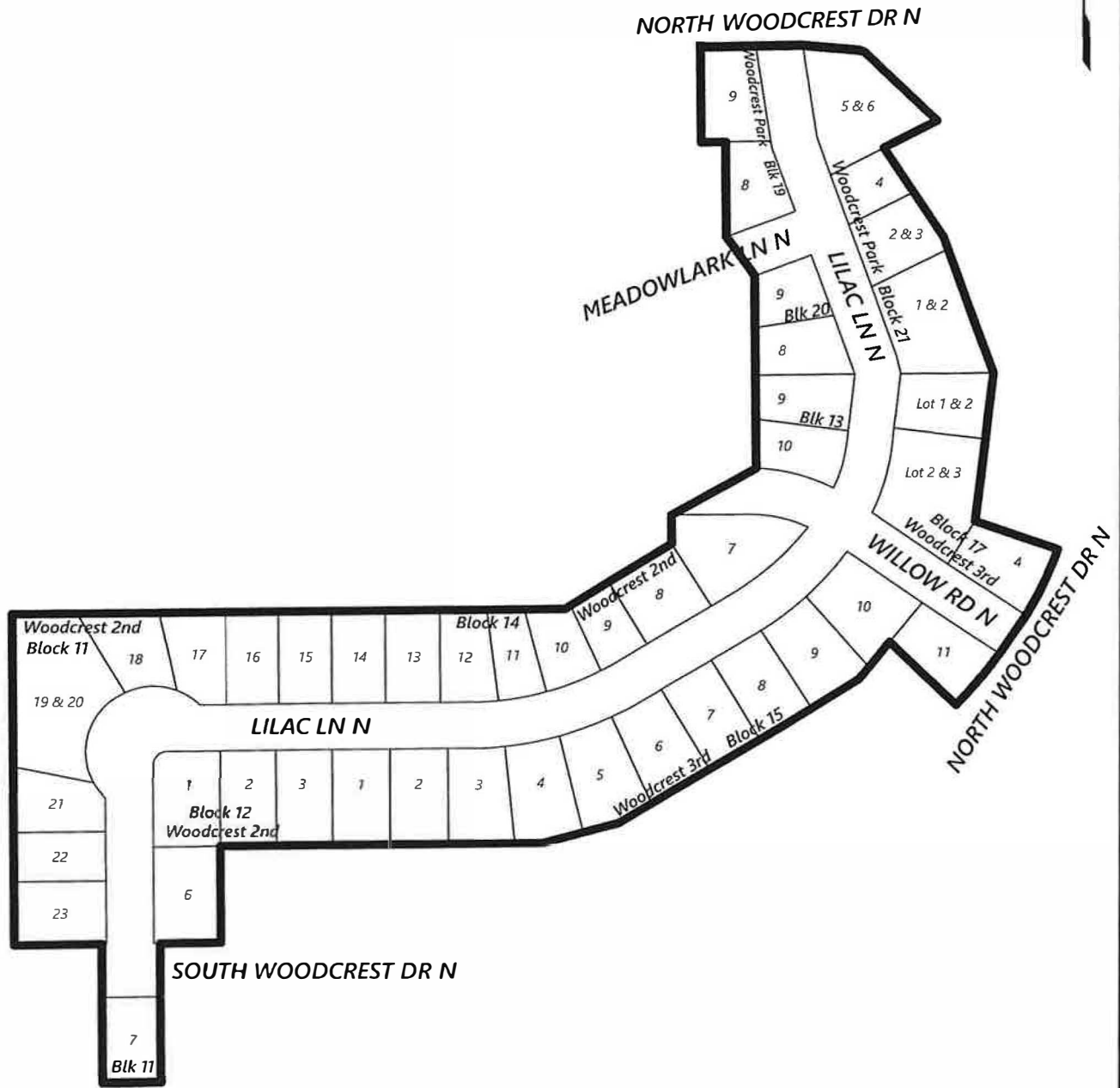
Lots 8 and 9, Block 19.

Lots 8 and 9, Block 20.

Lots 1 through 6, Block 21.

All in Woodcrest Park Addition.





CITY OF FARGO  
ENGINEERING DEPARTMENT  
LOCATION & ASSESSMENT AREA  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-25-C



16

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

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

Lift Station Rehab/Reconstruction

Improvement  
District No. NR-24-C

Call For Bids	<u>March 3</u>	<u>2025</u>
Advertise Dates	<u>March 12 &amp; 19</u>	<u>2025</u>
Bid Opening Date	<u>April 9</u>	<u>2025</u>
Substantial Completion Date	<u>April 30</u>	<u>2026</u>
Final Completion Date	<u>May 30</u>	<u>2026</u>

- N/A PWPEC Report (Part of 2024 CIP)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Special Assessments)
- N/A Supplemental Funding Language Included

Project Engineer Michael Monson

Phone No. (701) 241-1545

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

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

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. NR-24-C1**

**LIFT STATION REHAB/RECONSTRUCTION**

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

That the Board of City Commissioners deems it expedient that Improvement District No. NR-24-C1 (Lift Station Rehab/Reconstruction) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

**NOW THEREFORE BE IT RESOLVED**, the Improvement District NR-24-C1 in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. NR-24-C1 in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. NR-24-C1 in the City of Fargo, North Dakota

**WHEREAS**, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. NR-24-C1 in the City of Fargo, North Dakota, as required by law; and

**WHEREAS**, Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered;

**NOW THEREFORE BE IT RESOLVED**, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. NR-24-C1 in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

**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 Monday, March 3<sup>rd</sup>, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 26<sup>th</sup> day of February, 2025.

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

(SEAL)



**ENGINEER'S REPORT  
LIFT STATION REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. NR-24-C  
STORM SEWER LIFT STATION #7, #20 & #28**

**Nature & Scope**

Rehabilitation of three existing storm sewer lift stations.

**Purpose**

Maintain design capacity and pumping capabilities for flooding and rainfall events to protect property and maintain public safety.

**Special Assessment District**

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

**Feasibility**

The estimated cost of construction is \$1,600,925.00. The cost breakdown is as follows:

<b>STS LS #7 &amp; #20 (50% SA / 50% Stormwater Utility)</b>			
<b>Construction Cost</b>			<b>\$1,189,425.00</b>
<b>Fees</b>			
Admin	4%		\$47,577.00
Contingency	5%		\$59,471.25
Engineering	10%		\$118,942.50
Interest	4%		\$47,577.00
Legal	3%		\$35,682.75
<b>Total Estimated Cost</b>			<b>\$1,498,675.50</b>
<b>Funding</b>			
Special Assessments	50.00%		\$749,337.75
Utility Funds - Stormwater - 524	50.00%		\$749,337.75

<b>STS LS #28 (100% Fargodome Funds)</b>			
<b>Construction Cost</b>			\$411,500.00
<b>Fees</b>			
Admin	4%		\$16,460.00
Contingency	5%		\$20,575.00
Engineering	10%		\$41,150.00
Interest	4%		\$16,460.00
Legal	3%		\$12,345.00
<b>Total Estimated Cost</b>			<b>\$518,490.00</b>
<b>Funding</b>			
FARGODOME Funds	100.00%		\$518,490.00

<b>Miscellaneous Costs</b>			
Outside Engineering			\$17,761.00
<b>Total Miscellaneous Costs</b>			<b>\$17,761.00</b>
<b>Funding</b>			
Special Assessments	33.33%		\$5,920.33
Utility Funds - Stormwater - 524	33.33%		\$5,920.34
FARGODOME Funds	33.33%		\$5,920.33

<b>Project Funding Summary</b>			
Special Assessments	37.11%		\$755,258.08
Utility Funds - Stormwater - 524	37.11%		\$755,258.09
FARGODOME Funds	25.77%		\$524,410.33
<b>Total Estimated Project Cost</b>			<b>\$2,034,926.50</b>

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.  
City Engineer



**LOCATION AND COMPRISING  
LIFT STATION REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. NR-24-C  
STORM SEWER LIFT STATION #7, #20 & #28**

**LOCATION:**

**LOCATION (SECTION 1):**

Storm Sewer Lift Station #7 is located along Cass County Drain 10, north of the intersection of 12th Avenue North and 32nd Street North.

**LOCATION (SECTION 2):**

Storm Sewer Lift Station #20 is located near Island Park, east of 3rd Avenue South and 7th Street South.

**COMPRISING:**

**COMPRISING (SECTION 1):**

An area bound on the north by BNSF Railway, bound on the south by Main Avenue, bound on the west by Interstate 94, and bound on the east by 25th Street North. Including all railroad right-of-way, unplatted land, and vacated alleys within this area.

Areas excluded inside the boundary as follows:

Lot 1, Block 1.

Located in the Pantzke Addition.

Unplatted land in the southeast quarter of Section 2, Township 139 N, Range 49 W, described as follows:

BEG AT PT OF INTER OF N R/WLN OF 3 AVE N & W R/WLN OF 25 ST N, SD PT BEING TRUE PT OF BEG OF DESC TRACT, THEN NLY ALG W RWLN OF SD 25 ST N A DIST OF 355 FT, THEN WLY PARA TO N RWLN OF SD 3 AVE N A DIST OF 276.26 FT, THEN SLY A DIST OF 355.09 FT TO A PT OF INTER WITH N R/WLN OF SD 3 AVE N, SD PT OF INTER LYING 284.47 FT WLY OF TRUE PT OF BEG, THEN ELY ALG N R/WLN OF SD 3 AVE N FOR A DIST OF 284.47 FT, MORE OR LESS, TO TRUE PT OF BEG.

Areas included outside the boundary as follows:

Lots 12 through 14, Inclusive, Block 1.

Located in Replat of E G Clapp First Addition.

Lots 1 through 17, Inclusive, Block 4.

Located in Replat of E G Clapp First Addition.

Lot 1, Block 8A.

Located in Replat of E G Clapp First Addition.

Lots 1 through 5, Inclusive, Block 8.

Page 79

Lots 7 through 11, Inclusive, Block 8.  
Lot B, Block 8.  
All in BN I-29 South Industrial Center.

Lots 1 through 6, Inclusive, Block 1.  
Lot 1, Block 2.  
All in Pentas First Addition.

Lot 1, Block 1.  
Located in Lavelle First Addition.

Lot 1, Block 1.  
Located in Reichert Addition.

Lots 1 & 2, Block 1.  
Located in 2750 Main Addition.

All unplatted land in the north half of Section 11, Township 139 N, Range 49 W, described as follows:  
An area bound on the north by Main Avenue, bound on the south by BNSF Railway, bound on the west by 34th Street South, and bound on the east by 25th Street South.

Lots 5 through 22, Inclusive, Block 11.  
Located in Beardsleys Addition.

Lots 8 through 18, Inclusive, Block 12.  
Located in Beardsleys Addition.

Lots 12 through 14, Inclusive, Block 13.  
Located in Beardsleys Addition.

Lots 13 through 16, Inclusive, Block 26.  
Located in Beardsleys Addition.

Lots 8 through 11, Inclusive, Block 27.  
Lots 13 through 16, Inclusive, Block 27.  
Lot 18 through 21, Inclusive, Block 27.  
All in Beardsleys Addition.

Lots 1 through 11, Inclusive, Block 28.  
Lots 18 through 28, Inclusive, Block 28.  
All in Beardsleys Addition.

Lots 1 through 11, Inclusive, Block 29.

Lots 18 through 28, Inclusive, Block 29.  
All in Beardsleys Addition.

Lots 1 through 11, Inclusive, Block 30.  
Lots 18 through 28, Inclusive, Block 30.  
All in Beardsleys Addition.

Lots 1 & 18, Block 35.  
Located in Beardsleys Addition.

Lot 18, Block 36.  
Located in Beardsleys Addition.

Lots 11 through 20, Inclusive.  
Located in First Industrial Subdivision of Beardsleys Addition.

Lots 4 through 27, Inclusive.  
Great Northern First Addition.

Lots 1 & 2, Block 1.  
Premiere Second Addition.

Lots 1 through 20, Inclusive, Block 8.  
All in Tylers Addition.

COMPRISING (SECTION 2):

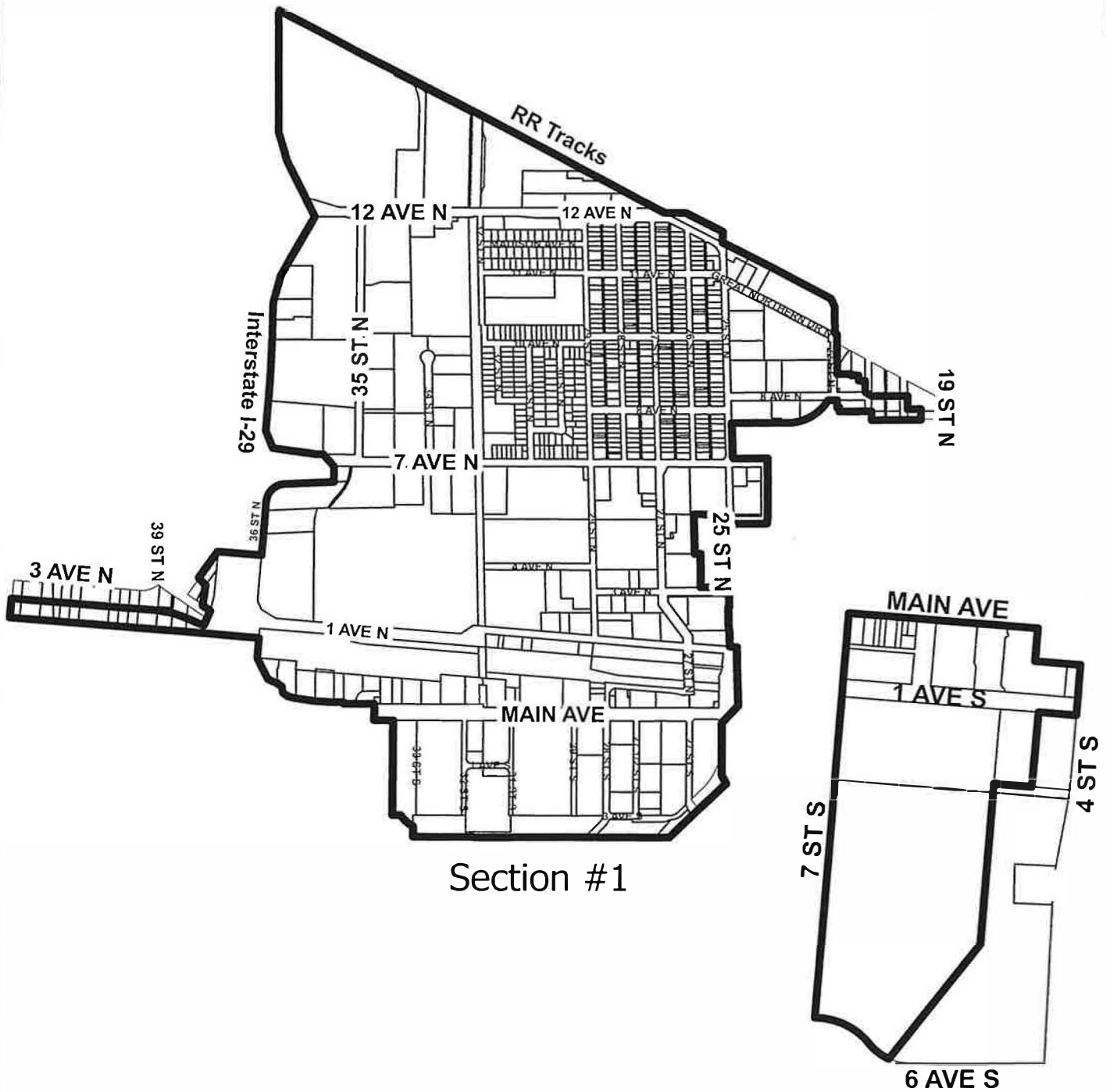
An area bound on the north by Main Avenue, bound on the south by 6th Avenue South, bound on the west by 7th Street South, and bound on the east by 4th Street South. Including all railroad right-of-way, unplatted land, and vacated alleys within this area.

Areas excluded inside the boundary as follows:

Unplatted land in the northeast quarter of Section 7, Township 139 N, Range 48 W, described as follows:  
COMM AT A PT OF INTER OF N R/W LN 6 AVE S & W R/W LN OF 4 ST THEN NLY ALG W R/W LN OF 4 ST FOR A DIST OF 720.89 FT TO PT OF BEG THEN WLY ALG A LN HAVING A DEFLECTION ANGLE OF 90 DEG, LEFT FOR A DIST OF 170 FT TO A PT THEN NLY ALG A LN HAVING A DEFLECTION ANGLE OF 90 DEG RIGHT FOR A DIST OF 175 FT TO A PT THEN ELY ALG A LN HAVING A DEFLECTION ANGLE OF 90 DEG RIGHT FOR A DIST OF 182.59 FT TO A PT ON W R/W LN OF 4 ST THEN SLY ALG W R/W LN OF 4 ST AT A DEFLECTION ANGLE OF 97 DEG 43 MIN 35 SEC RIGHT FOR A DIST OF 56.51 FT TO A PT, THEN SLY ALG W R/W LN OF 4 ST A DEFLECTION ANGLE OF 7 DEG 43 MIN 35 SEC LEFT FOR A DIST OF 119 FT TO PT OF BEG.

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





Section #1

Section #2


CITY OF FARGO  
ENGINEERING DEPARTMENT  
LOCATION & ASSESSMENT AREA  
STORM SEWER LIFT STATION  
REHAB/RECONSTRUCTION & INCIDENTALS  
IMPROVEMENT DISTRICT NO. NR-24-C





11

**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:** March 3, 2025

---

**Receive & File:** YE2024 General Fund Estimate (discussed at Finance Committee)  
Sales Tax Update

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

**Other Financial Considerations**

Auditors Office – Cass Rural Water Adjustment

**Budget Adjustments**

Transit/Finance – Transit Finance Model Adjustment

City of Fargo, North Dakota  
**General Fund - 2024 Year End Preliminary**  
 As of December 2024 (through P13 w/ P14 estimates)  
 Amounts shown in thousands

	YTD 2024 Actual thru P13	Remaining 2024 Estimates	YE 2024 Preliminary	2024 Budget
<b>REVENUES:</b>				
1 Taxes	\$ 50,048	\$ -	\$ 50,048	\$ 53,149
2 Licenses & Permits	6,623	-	6,623	6,857
3 Intergovernmental Revenue	24,641	1,553	26,194	26,343
4 Charges for Services	15,786	104	15,890	16,973
5 Fines & Traffic Tickets	1,639	-	1,639	1,691
6 Interest	7,096	-	7,096	3,950
7 Miscellaneous Revenue	912	-	912	1,143
8 Transfers In	13,998	-	13,998	13,749
<b>Total Revenues</b>	<b>\$ 120,743</b>	<b>\$ 1,657</b>	<b>\$ 122,400</b>	<b>\$ 123,855</b>
<b>EXPENDITURES:</b>				
9 General Government	\$ 26,982	\$ -	\$ 26,982	\$ 28,295
10 Public Safety	50,343	-	50,343	51,363
11 Public Works	14,838	-	14,838	15,715
12 Health & Welfare	15,369	-	15,369	16,224
13 Culture & Recreation	5,462	-	5,462	5,551
14 Economic Development	493	-	493	508
15 General Support	1,282	-	1,282	1,349
16 Capital Outlay	430	-	430	603
17 Operating Transfers	4,265	2,500	6,765	6,298
18 Contingency (Salary Savings)	96	-	96	(27)
<b>Total Expenditures</b>	<b>\$ 119,560</b>	<b>\$ 2,500</b>	<b>\$ 122,060</b>	<b>\$ 125,879</b>
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 1,183</b>	<b>\$ (843)</b>	<b>\$ 340</b>	<b>\$ (2,024)</b>

1 State reimb of prop tax credits recorded w/ Intergov Rev; lower utility Franchise Fees (mild weather).

4 CIP fees down from budget due to project changes.

6 Higher interest income.

9 Below budget: Legal, Facilities, Planning, HR

10 Below budget: Fire primarily, but also PD and Street Lights

11 Below budget: Streets (less snow removal due to mild winter)

12 Below budget: Health (Harm Redux, Promotion, and Clinic)

17 Transfer to Transit - as per Dec BOCC.

City of Fargo  
 Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS  
 PB: SS/KAC (prior to 2022)  
 2/22/2025

Payment Date	month collected	Amount	County Collections	County Growth %	City Collections	City Growth %
2/22/2025	Dec-24	County Sales Tax 2,207,030.88	23,304,345.32	0.9%	6,626,714.99	0.8%
1/21/2025	Nov-24	County Sales Tax 2,281,112.22			6,540,733.39	
12/20/2024	Oct-24	County Sales Tax 1,764,529.62			5,342,358.63	69,824,744.71 City 2024
11/22/2024	Sept-24	County Sales Tax 2,257,740.11			6,622,406.84	23,304,345.12 County 2024
10/21/2024	Aug-24	County Sales Tax 2,088,351.27			6,284,633.45	
9/21/2024	July-24	County Sales Tax 1,746,626.42			5,168,111.30	69,250,461.96 City 2023
8/21/2024	June-24	County Sales Tax 2,659,707.17			7,859,913.01	23,106,462.71 County 2023
7/22/2024	May-24	County Sales Tax 1,348,902.41			4,252,926.43	
6/24/2025	Apr-24	County Sales Tax 1,759,660.73			5,404,517.72	574,282.75 City Change
5/21/2024	Mar-24	County Sales Tax 2,276,388.27			6,980,911.25	197,882.41 County Change
4/22/2024	Feb-24	County Sales Tax 1,023,591.77			3,163,097.74	
3/2/2024	Jan-24	County Sales Tax 1,890,694.25			5,578,419.96	
2/2/2024	Dec-24	County Sales Tax 2,781,114.42	23,106,462.71	0.2%	8,158,464.07	69,250,461.96 City 2023
1/2/2024	Nov-24	County Sales Tax 1,559,305.60			4,709,032.00	
12/20/2023	Oct-24	County Sales Tax 1,916,089.28			5,684,255.33	69,250,461.96 City 2023
11/22/2023	Sep-24	County Sales Tax 2,480,655.78			7,615,211.78	23,106,462.71 County 2023
10/21/2023	Aug-24	County Sales Tax 1,509,750.17			4,530,239.98	
9/20/2023	Jul-24	County Sales Tax 2,012,131.70			6,030,106.74	66,571,130.26 City 2022
8/20/2023	Jun-24	County Sales Tax 2,337,746.99			6,739,403.04	21,358,922.89 County 2022
7/21/2023	May-24	County Sales Tax 1,873,134.11			5,735,919.99	
6/21/2023	Apr-24	County Sales Tax 2,076,304.07			6,368,293.95	2,679,341.70 City Change
5/21/2023	Mar-24	County Sales Tax 1,528,002.65			4,619,852.76	1,747,539.82 County Change
4/22/2023	Feb-24	County Sales Tax 1,455,198.19			4,544,116.43	
3/19/2023	Jan-24	County Sales Tax 1,577,109.75			4,515,565.89	
2/2/2023	Dec-22	County Sales Tax 2,331,087.61	21,358,922.89	-2.6%	7,015,548.33	66,571,130.26 City 2022
1/24/2023	Nov-22	County Sales Tax 1,892,168.21			5,746,351.94	
12/21/2022	Oct-22	County Sales Tax 1,904,586.17			5,637,286.90	66,571,130.26 City 2022
11/22/2022	Sep-22	County Sales Tax 1,828,464.08			5,282,124.95	21,358,922.89 County 2022
10/21/2022	Aug-22	County Sales Tax 1,905,477.39			5,897,578.75	
9/20/2022	Jul-22	County Sales Tax 2,322,971.24			7,149,286.78	63,840,810.53 City 2021
8/20/2022	Jun-22	County Sales Tax 1,816,911.33			5,066,525.72	21,920,710.74 County 2021
7/21/2022	May-22	County Sales Tax 1,811,968.57			5,388,350.10	
6/21/2022	Apr-22	County Sales Tax 1,971,576.35			6,059,165.61	2,730,309.73 City Change
5/21/2022	Mar-22	County Sales Tax 1,526,674.55			4,461,738.30	(561,787.85) County Change
4/22/2022	Feb-22	County Sales Tax 613,842.16			4,850,989.43	
3/19/2022	Jan-22	County Sales Tax 1,434,195.23			4,216,173.45	
2/2/2022	Dec-21	County Sales Tax 2,471,070.77	21,920,710.74	31.1%	7,455,248.61	63,840,810.53 City 2021
1/25/2022	Nov-21	County Sales Tax 1,587,312.19			4,663,877.92	29.9%
12/21/2021	Oct-21	County Sales Tax 2,245,078.73			6,847,607.38	
11/22/2021	Sep-21	County Sales Tax 1,578,911.41			4,305,274.70	
10/21/2021	Aug-21	County Sales Tax 1,846,222.17			4,948,174.14	
9/20/2021	Jul-21	County Sales Tax 1,941,367.18			5,563,279.08	
8/20/2021	Jun-21	County Sales Tax 1,928,026.98			5,794,768.26	
7/21/2021	May-21	County Sales Tax 2,134,078.28			6,292,906.78	49,146,642.57 City
6/21/2021	Apr-21	County Sales Tax 1,247,864.18			3,423,086.66	16,719,327.13 County
5/21/2021	Mar-21	County Sales Tax 1,924,292.66			5,462,536.61	
4/22/2021	Feb-21	County Sales Tax 1,588,269.26			4,766,421.14	
3/19/2021	Jan-21	County Sales Tax 1,428,216.93			4,327,619.25	
2/2/2021	Dec-20	County Sales Tax 1,445,794.87	16,719,327.13	0.3%	4,232,187.56	49,146,642.57 City
1/25/2021	Nov-20	County Sales Tax 1,587,940.99			4,482,863.04	-5.0%
12/21/2020	Oct-20	County Sales Tax 1,630,976.65			4,999,947.66	
11/23/2020	Sep-20	County Sales Tax 1,396,321.95			3,952,605.63	
10/21/2020	Aug-20	County Sales Tax 1,894,006.82			4,276,558.28	
9/22/2020	Jul-20	County Sales Tax 1,467,915.93			4,382,459.17	
8/21/2020	Jun-20	County Sales Tax 1,605,095.72			4,774,814.61	
7/22/2020	May-20	County Sales Tax 1,557,866.22			4,797,152.70	
6/19/2020	Apr-20	County Sales Tax 880,574.06			2,448,782.22	
5/21/2020	Mar-20	County Sales Tax 1,293,072.02			3,865,417.55	
4/21/2020	Feb-20	County Sales Tax 1,306,194.23			4,286,357.93	
3/20/2020	Jan-20	County Sales Tax 873,567.67			2,637,696.22	
2/24/2020	Dec-19	County Sales Tax 1,806,500.14	16,670,136.34	6.0%	5,542,185.17	51,732,824.69 City 2020
1/23/2020	Nov-19	County Sales Tax 1,765,912.60			5,757,005.84	
12/20/2019	Oct-19	County Sales Tax 1,063,485.18			3,055,444.40	
11/22/2019	Sep-19	County Sales Tax 1,586,457.86			4,786,259.66	
10/21/2019	Aug-19	County Sales Tax 1,800,148.48			4,940,121.35	
9/23/2019	Jul-19	County Sales Tax 1,209,618.14			3,618,612.18	
8/21/2019	Jun-19	County Sales Tax 2,012,988.64			6,334,417.88	
7/22/2019	May-19	County Sales Tax 1,000,237.92			2,954,722.53	
6/21/2019	Apr-19	County Sales Tax 1,206,333.76			3,957,201.59	
5/21/2019	Mar-19	County Sales Tax 1,575,011.74			4,907,368.09	
4/22/2019	Feb-19	County Sales Tax 781,011.94			2,472,350.68	
3/21/2019	Jan-19	County Sales Tax 1,072,429.94			3,407,135.32	
2/2/2019	Dec-18	County Sales Tax 1,602,337.29	15,720,221.20		4,957,423.52	48,185,965.90
1/23/2019	Nov-18	County Sales Tax 1,331,035.62			4,232,397.07	
12/21/2018	Oct-18	County Sales Tax 1,343,355.18			4,113,930.12	
11/23/2018	Sep-18	County Sales Tax 1,718,685.28			5,054,359.80	
10/19/2018	Aug-18	County Sales Tax 991,141.62			2,924,184.95	
9/24/2018	Jul-18	County Sales Tax 1,438,831.10			4,280,954.46	
8/21/2018	Jun-18	County Sales Tax 1,796,550.82			5,462,231.25	
7/23/2018	May-18	County Sales Tax 1,042,677.94			3,258,203.14	
6/21/2018	Apr-18	County Sales Tax 1,142,864.18			3,527,756.41	
5/21/2018	Mar-18	County Sales Tax 1,508,616.11			4,674,211.89	
4/20/2018	Feb-18	County Sales Tax 713,349.48			2,264,455.70	
3/21/2018	Jan-18	County Sales Tax 1,090,776.58			3,425,857.59	
2/2/2018	Dec-17	County Sales Tax 1,871,667.76			6,232,808.91	
1/23/2018	Nov-17	County Sales Tax 924,357.13			2,809,247.58	
Totals Since 2018		\$ 119,951,386			\$ 344,902,586	



**Report of Action:  
FAHR Meeting of 2-24-2025**

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

**Department:** Auditor's Office

**Description:** See Memo and Utility Committee ROA.

Upon research of an inquiry from Cass Rural Water (CRW), Auditor's Office staff discovered an overcharge to CRW for the irrigation of softball fields by the Fargo Park District. In 2014, a twenty-year agreement was reached between Cass Rural Water, Fargo Park District, and the City of Fargo regarding the sale of water by Fargo to CRW for Fargo Park District at a flat rate of \$1.50 per thousand gallons. Due to City of Fargo personnel changes and limitations with the City's previous billing system, rate increases were inadvertently made to the water rate charged to CRW starting in 2016. A reconciliation of actual billings verses what should have been billed indicated an overbill of \$190,867.95. See spreadsheet. The City's new water utility billing program allows a separate charge code related to this situation to ensure the error is not repeated.

Both City of Fargo Utility Committee and FAHR agree to the immediate reimbursement of these overcharges to Cass Rural Water. The overcharge attributed to 2024 will reduce revenues earned by the Water Department for calendar year 2024; the remaining overcharge will be expensed through the Water Department for 2024.

**Net Financial Impact:** \$190,867.95 of 2024 revenue reduction for Water Department

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Approve issuing a check to Cass Rural Water Users District in the amount of \$190,867.95 as reimbursement for over-charged utility bills.



## AUDITOR'S OFFICE

### AUDITOR'S OFFICE

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

[FargoND.gov](http://FargoND.gov)

To: FAHR  
From: Auditors Office  
Date: February 20, 2025  
Re: Cass Rural Water Adjustment

In 2014 an agreement was signed between Cass Rural Water, Fargo Park District and the City of Fargo. This agreement provided for the sale of water for irrigation purposes for the softball fields in North Fargo. The agreement is a 20-year agreement stating the City of Fargo will sell the water to Cass Rural Water at a flat rate of \$1.50 per thousand gallons.

At the time the agreement was executed the utility billing system (AS400) could not bill in the manner provided in the agreement, this necessitated an adjustment to be made to the account. Annual adjustments were made the first few years of the agreement but due to personnel changes the knowledge of the necessity of this adjustment was lost.

Recently, it came to light that the adjustment was not being made. We were able to determine the last year adjustments were made and calculated the necessary adjustment to the billing. We have a spreadsheet attached showing the calculations.

Going forward, our new utility billing system allows us to set up a separate charge code for this situation affecting the one water meter. Using this new charge code will remove the necessity of making an annual adjustment, we will be able to bill the correct rate.

#### REQUESTED ACTION

Approve issuing a check to Cass Rural Water Users District in the amount of \$190,867.95 as reimbursement for over charged utility bills.

old system - billed @ 3.30  
 - 1.50  
 # 1.80 over Bill

AS 400 USAGE & CALCULATION				
DATE	USAGE	TOTAL		
10/26/2015				
11/25/2015				
12/23/2015				
1/26/2016				
2/24/2016				
3/31/2016				
4/26/2016				
5/24/2016	0			
6/24/2016	1048			
7/26/2016	2492			
8/25/2016	1944			
9/23/2016	1918			
10/25/2016	159	7,561	\$ 1.80	13,609.80
11/25/2016				
12/23/2016				
1/23/2017				
2/24/2017				
3/27/2017				
4/24/2017				
5/24/2017	868			
6/26/2017	2764			
7/24/2017	2637			
8/24/2017	1614			
9/25/2017	2050			
10/24/2017	18			
11/22/2017	13	9,964	\$ 1.80	17,935.20
1/4/2018				
1/24/2018				
2/26/2018				
3/23/2018				
4/24/2018				
5/24/2018	1456			
6/24/2018	2332			
7/24/2018	2314			
8/24/2018	3877			
9/24/2018	1955			
10/24/2018	137			
11/23/2018	1	12,072	\$ 1.80	21,729.6
12/24/2018				
1/24/2019				
2/25/2019	5			
3/25/2019				
4/23/2019				
5/24/2019	238			
6/24/2019	2286			
7/24/2019	2029			
8/23/2019	2462			
9/24/2019	304			
10/24/2019	1	7,325	\$ 1.80	13,185.00
11/24/2019				
12/24/2019				
1/24/2020				
2/24/2020				
3/23/2020				
4/24/2020	1			
5/22/2020	163			
6/24/2020	3534			
7/24/2020	3471			
8/28/2020	2990			
9/24/2020	1188	11,347	1.8	20,424.60
10/26/2020				
48269	48,269			\$ 86,884.20

TranDate	ServiceAddress	AccountNo	CustomerName	MeterUsage
12/9/2020	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	2000
1/7/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
2/8/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
3/8/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
4/7/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
5/6/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	1000
6/9/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	665000
7/8/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	2677000
8/5/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	3547000
9/9/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	6329000
10/6/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	1036000
11/7/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	2000
12/8/2021	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
1/7/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
2/7/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
3/7/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
4/8/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
5/5/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
6/7/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	12000
7/7/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	2497000
8/5/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	4180000
9/6/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	3705000
10/6/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	1428000
11/7/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	1000
12/5/2022	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
1/5/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
2/6/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
3/7/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
4/4/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
5/5/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
6/6/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	17000
7/6/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	4125000
8/7/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	3722000
9/5/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	3474000
10/5/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	2821000
11/6/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	1000
12/5/2023	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
1/5/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
2/5/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
3/5/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
4/5/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
5/6/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	0
6/5/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	584000
7/5/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	1830000
8/5/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	2530000
9/6/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	2888000
10/7/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	3675000
11/5/2024	5200 25 ST N	600012671	CASS RURAL WATER DISTRICT	1468000

Billed @ 3.25  
 3.25-2020 3.25  
 3.65-2023-2024 1.5  
 1.75 over Bill

12/9/20-12/31/22	26082	\$	45,643.50
------------------	-------	----	-----------

Billed @ 3.65  
 3.65  
 1.5  
 2.15 over Bill.

2023-2024	27135	\$	58,340.25
-----------	-------	----	-----------

Total Refund From UMS  
 \$ 103,983.75

Total Refund from AS400  
 \$ 86,884.20

Total Refund  
 \$ 190,867.95



REPORT OF ACTION

**UTILITY COMMITTEE**

Project No. N/A

Type: Cass Rural Water District Billing

Location: North Fargo Softball Fields

Date of Hearing: 2/19/2025

Routing \_\_\_\_\_ Date \_\_\_\_\_  
 City Commission 3/3/2025  
 Project File \_\_\_\_\_

Troy Hall, Water Utility Director, presented the attached memo regarding an overcharge to Cass Rural Water District (CRWD) for irrigation of softball fields by the Park District of the City of Fargo (Parks). This overcharge goes back to 2016. The softball fields are in CRWD service territory. There is a 2014 agreement with a reduced water rate between the City of Fargo, CRWD, and Parks related to releasing land for flood protection in north Fargo. In the previous billing system, the reduced water rate needed to be manual entries. The new billing system can do this automatically. The issue is now corrected moving forward.

**MOTION:**

On a motion by Jim Hausauer, seconded by Susan Thompson, the Utility Committee voted to approve crediting Cass Rural Water District for an overcharge of \$190,867.95 to be paid from water utility funds.

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

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

C: Tim Mahoney, Mayor  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Turnberg



**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)

**MEMORANDUM**  
February 14, 2025

---

**To:** Utility Committee  
**From:** Troy B. Hall, Water Utility Director *TBH*  
**Re:** Billing Correction – Cass Rural Water District

---

Water utility staff is requesting a correction for water billing to Cass Rural Water District (CRWD). This goes back to a 2014 agreement (attached) between the City of Fargo, CRWD, and the Park District of the City of Fargo (Parks). To acquire land to construct a flood protection levee generally between 8<sup>th</sup> Avenue North and 11<sup>th</sup> Avenue North in Fargo, a discounted irrigation water rate was agreed to with CRWD and Parks. The overbilling is \$190,876.95 goes back to 2016 (see attached email from Auditors Office).

Parks had access to irrigation water pumped directly from the Red River prior to building the softball complex north of County Road 20 and west of the Water Reclamation ponds. The discounted irrigation water rate per the 2014 agreement was intended to partially remedy losing direct access to Red River water with the land exchange.

**Financial Impact**

The billing credit is recommended to be sent to Cass Rural Water District as a check to not skew CRWD water use tracking and billing for Calendar Year 2025. The \$190,867.95 will need to come out of water utility reserves.

**SUGGESTED MOTION:**

Approve billing correction for overcharge to Cass Rural Water District in the amount of \$190,867.95.

Your consideration in this matter is greatly appreciated.

**AGREEMENT**

**THIS AGREEMENT** is made and entered into effective this 12<sup>th</sup> day of March, 2014, by and between **CASS RURAL WATER USER DISTRICT**, a political subdivision of the state of North Dakota, whose address is P.O. Box 98, 131 Maple Street, Kindred, North Dakota 58051 (hereinafter referred to as "Cass Rural"); the **PARK DISTRICT OF THE CITY OF FARGO**, a political subdivision of the state of North Dakota, whose address is 701 Main Avenue, Fargo, North Dakota 58102 (hereinafter referred to as the "Park District"); and the **CITY OF FARGO**, North Dakota, a municipal corporation, whose address is 200 North Third Street, Fargo, North Dakota 58102 (hereinafter referred to as "City");

**WHEREAS**, the City and Park District have made arrangements and entered into the appropriate agreements and documents whereby the City will obtain an easement across Park District property commonly known as Mickelson Field, located east of Oak Street and lying, generally, between 8<sup>th</sup> Avenue and 11<sup>th</sup> Avenue North in Fargo, so that the City may construct and install a flood protection levee; and

**WHEREAS**, the footprint of the flood protection levee across Mickelson Field will consume several of the softball diamonds and, as part of this arrangement, the City and the Park District have entered into a long-term lease of certain land owned by the City to be leased to the Park District to be used by the Park District to replace said softball diamonds and for such other related Park District purposes; the legal description for said land which has been leased, or will be leased, to the Park District for said purposes is situate in the county of Cass and state of North Dakota more fully described as follows:

Northwest 1/4 of Section 10, Township 140, North Range 49 West, 155.84 acres, hereinafter the "New Softball Land"; and

**WHEREAS**, the Park District will need a supply of water for drinking and irrigation purposes and will need sanitary sewer service as well for the New Softball Land; and

**WHEREAS**, Cass Rural is a rural water system financed, in whole or in part, by federal loans pursuant to United States Code Annotated Section 1926, and provides water services to areas within Cass County, North Dakota, including the aforesaid New Softball Land; and

**WHEREAS**, Cass Rural has existing water service lines located nearby the New Softball Lands and is willing to extend said water service line to serve the New Softball Land; and

**WHEREAS**, the City is willing to extend sewer service to the New Softball Land; and

**WHEREAS**, the parties are agreeable to enter into this agreement containing the terms by which water, sewer and sewer infrastructure will be extended to serve the New Softball Land and to establish the terms by which the Park District will pay for sewer and water provided to the New Softball Land;

**NOW, THEREFORE**, based upon the mutual covenants stated herein and other valuable consideration, it is hereby agreed:

1. Cass Rural will extend water lines to serve the New Softball Land, said water service line or lines to be designed at such capacity to satisfy the expected needs of the Park District for the New Softball Land for both drinking water and irrigation water purposes. Cass Rural and the Park District agree that a six-inch diameter water line will be sufficient to meet the current expected capacity needs of the New Softball Land. Cass Rural intends to install a water line with greater capacity than a six-inch diameter pipe so that said service line may be utilized to serve other properties. The Park District agrees to pay Cass Rural the cost Cass Rural would have borne to install a six-inch diameter pipeline and Cass Rural will bear any costs associated with the over-sizing of the said water supply pipe.

2. The Park District will be charged by Cass Rural the sum of \$2.00 for each 1,000 gallons of water used by the Park District for the New Softball Land. Cass Rural obtains the water that will be provided to the New Softball Land from the City. The City will charge Cass Rural the sum of \$1.50 for each 1,000 gallons of water used by the Park District on the New Softball Land. The three parties agree to coordinate a method by which the metered volume of water consumed by the Park District for the New Softball Land is monitored and recorded and the periodic usage of said water is, in turn, invoiced by the City to Cass Rural and, accordingly, by Cass Rural to the Park District.

3. The City will be responsible for installation of extending sanitary sewer service to the New Softball Land in accordance with the City's customary practices, including the establishment of a special improvement district, and the assessment of the cost of such installation to benefitted properties. The Park District agrees to accept the reasonable assessment against the New Softball Land, it being a benefitted property, and the Park District waives the right to protest the resolution and necessity of said public improvements in accordance with North Dakota Century Code Section 40-22-17. The Park District consents to the construction of said public improvements and to the assessment of costs against the property.

4. The Park District agrees to pay sewer rates consistent with the rates charged by the City for commercial and industrial users based upon the Park District's metered consumption of water, as referred to in paragraph 2, above, but excluding from such charges the water used solely for irrigation purposes. In order to distinguish between water used for irrigation purposes and water used for other purposes, such separate uses will need to be separately metered or, in the alternative, the City and Park District may arrive at other arrangements for estimating the same.

5. **Term of Agreement.** This agreement shall extend for an initial period of 20 years, and may be renewed for one or more additional periods of five-year terms upon agreement of the parties hereto.

5. This agreement shall be deemed effective the date and year first above written.

CASS RURAL WATER USERS, INC.,  
a non-profit corporation,

Dated: 3/12/14

By: Bradley Hertz

Its: Chairman of the Board of Directors

ATTEST:

[Signature]  
Secretary/Treasurer

CITY OF FARGO, North Dakota  
a municipal corporation

Dated: 12-23-13

By: [Signature]  
Dennis R. Walaker

Its: Mayor

ATTEST:

[Signature]  
Steve Sprague, City Auditor

PARK DISTRICT OF THE CITY OF  
FARGO, a North  
Dakota political subdivision

Dated: \_\_\_\_\_

By: [Signature]

Its: Chairman of Board of Commissioners



**Report of Action:  
FAHR Meeting of 2-24-2025**

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

**Department:** Transit/Finance

**Description:** See memo. Finance requests to adjust the Transit allocation model to include overhead expenses of some General Fund service departments, consistent with overhead allocations to other Enterprise Funds.

**Net Financial Impact:** \$163,132.06 of General Fund overhead billed through Transit partner allocations.

At their meeting, FAHR endorsed this request.

**Suggested Motion:** Approve a modification to the Transit financial model to add an allocation for City of Fargo overhead costs and approve the related budget adjustments.



**FINANCE OFFICE**  
 225 4<sup>th</sup> Street North  
 Fargo, ND 58102  
 Phone: (701) 241-1333  
 E-Mail: [Finance@FargoND.gov](mailto:Finance@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Fargo City Commission  
**FROM:** City of Fargo Finance  
**RE:** Budget Adjustment Request: Add Allocated Indirect Costs to Financial Model  
**DATE:** February 24, 2025

Fargo Finance requested an adjustment to the transit financial model to add an allocation for City of Fargo overhead costs. Through our budget processes, the City of Fargo allocates some General Fund service department expenses to Enterprise Funds in order for the Enterprise Funds to contribute toward the cost burden of those service departments. Upon Fargo Transit's move from General Fund to an Enterprise Fund in 2021, Transit has been inadvertently omitted from the overhead allocation calculation.

With the transition to a Large Urban Area and Fargo becoming the administrator of the overall MATBUS System, Fargo bears more of the administration of the system; as such, the City of Fargo believes it is fair that Transit member entities are charged for some indirect services. For calendar 2025, Fargo is proposing to allocate indirect expenses of Information Services, Human Resources, and nominal support expenses

Both City of Fargo and Moorhead Transit and Finance staff have developed and reviewed an allocation plan for Transit to allocate these costs to member entities in the amount of \$411,455. The allocation plan will allocate to member entities based on their administrative rate for each mode as approved in the overall MATBUS Reorganization Study. For 2025, the administrative rate for each mode and agency is:

Agency	Fixed Route	ParaTransit	MicroTransit
<b>Fargo</b>	42.78%	14.63%	2.95%
<b>Mhd &amp; Dilworth</b>	23.93%	4.11%	0.00%
<b>West Fargo</b>	2.31%	3.72%	0.00%
<b>NDSU</b>	5.06%	0.00%	0.52%

Applying the admin rate to the indirect costs of \$411,455 results in expense allocation as calculated below:

Agency	Fixed	Para	Micro	Total	Monthly
<b>Fargo</b>	176,021.56	60,181.07	12,120.32	248,322.94	20,693.58
<b>Mhd &amp; Dilworth</b>	98,444.89	16,898.72	-	115,343.61	9,611.97
<b>West Fargo</b>	9,490.56	15,307.90	-	24,798.47	2,066.54
<b>NDSU</b>	20,833.28	-	2,156.70	22,989.98	1,915.83

**Suggested motion:** Approve a modification to the Transit financial model to add an allocation for City of Fargo Overhead Costs and approve the related budget adjustments.



## BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Finance  
 REQUESTED BY: Wyatt Papenfuss PROJECT NUMBER: \_\_\_\_\_  
 DATE PREPARED: 2/12/2025

DESCRIPTION OF REQUEST: FY2025 Adjustments: 1.) ... 2.) ... 3.) Establishment of new ...

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-348.25-00	\$ 2,442,017	+ \$ 411,455	= \$ 2,853,472
551-0000-343.50-00	\$ -	\$ 12,121	= \$ 12,121
551-0000-343.50-01	\$ -	\$ 2,156	= \$ 2,156
551-0000-391.10-00	\$ 3,500,000	+ \$ 248,323	= \$ 3,748,323
			\$ -
			\$ -
<b>TOTAL REVENUE ADJUSTMENTS:</b>		<b>\$ 674,055</b>	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-9001-555.90-50	\$ 3,500,000	+ \$ 248,323	= \$ 3,748,323
551-2561-491.33-03	\$ -	+ \$ 304,790	= \$ 304,790
551-2562-491.33-03	\$ -	+ \$ 92,388	= \$ 92,388
551-2566-491-33-03	\$ -	+ \$ 14,277	= \$ 14,277
551-2561-491-33-86	\$ 6,760,464	+ \$ (207,139)	= \$ 6,553,325
551-2561-491-38-99	\$ 125,705	+ \$ (11,448)	= \$ 114,257
551-2561-491-52-20	\$ 127,411	+ \$ (6,060)	= \$ 121,351
551-2563-491-52-30	\$ 1,489	+ \$ (55)	= \$ 1,434
551-2561-491-53-20	\$ 27,920	+ \$ (480)	= \$ 27,440
551-2561-491-62-10	\$ 30,000	+ \$ (16,030)	= \$ 13,970
551-2566-491-33-03	\$ -	+ \$ 14,277	= \$ 14,277
551-2566-491-33-86	\$ -	+ \$ 207,139	= \$ 207,139
551-2566-491-38-99	\$ -	+ \$ 11,448	= \$ 11,448
551-2566-491-52-20	\$ -	+ \$ 6,060	= \$ 6,060
551-2566-491-52-30	\$ -	+ \$ 55	= \$ 55
551-2566-491-53-20	\$ -	+ \$ 480	= \$ 480
551-2566-491-62-10	\$ -	+ \$ 16,030	= \$ 16,030
			= \$ -
			= \$ -
<b>TOTAL EXPENSE ADJUSTMENTS:</b>		<b>\$ 674,055</b>	

**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# \_\_\_\_\_





18

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
*JF*  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: FEBRUARY 12, 2025**

**RE: PURCHASE OF SERVICE AGREEMENT WITH ND  
DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
BEHAVIORAL HEALTH DIVISION.  
NO: 810-14255 CFDA:  
FUNDS: NOT EXCEEDING \$748,056  
EXPIRES: 12/31/2026**

The attached purchase of service agreement with ND Department of Health and Human Services is for implementing a community outreach program to provide assistance to individuals needing intoxication or withdrawal management services or prevent the individual from needing intoxication and withdrawal management. This document was signed by the Mayor in advance of the meeting and returned to the state due to time constraints.

**BUDGET ADJUSTMENT**

NONE

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

**Suggested Motion:**

Move to approve this purchase of service agreement from the ND Department of Health and Human Services, Behavioral Health Division.

JF/lis  
Attachment



PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Health and Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25<sup>th</sup> St S, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from January 1, 2025, through December 31, 2026. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall implement a community outreach program to provide assistance to individuals needing intoxication or withdrawal management services during highest use times or prevent individuals from needing intoxication or withdrawal management. Vendor shall maintain a vehicle to conduct outreach and engagement services, including any tracking devices consistent with local community stakeholders (radios, etc.). Vendor shall ensure the program is staffed appropriately. Vendor shall ensure individuals who are intoxicated and in crisis situations receive appropriate services and engagement for possible treatment, ensuring services are recovery-oriented, trauma-informed, and person-centered.

Vendor shall maintain an advisory committee consisting of local community representatives, such as local first responders, hospital emergency room representatives, and other public and private treatment providers to advise Vendor. Committee shall have regular communication no less than every six months.

Vendor shall maintain procedures adhering to State and Federal Regulations to respond to situations when possibly involving individuals who are under the influence of substances and submit to State any changes to that procedure. Vendor shall ensure staff is trained in the following topic areas: substance use disorders, intoxication and withdrawal management, recovery-oriented and trauma-informed care, and overdose prevention, including the administration of naloxone. Vendor shall ensure naloxone is available to staff in the event of a potential overdose.

Vendor shall develop and implement a sustainability plan. Updates on the sustainability plan shall be reported to State by the 10th of each month.

Vendor shall utilize a data collection system and report data to State by the 10th of each month. Data shall include: number of transportation services provided, number of unique individuals receiving transportation service, referral source for each transport, location where individual was transported to, location where individual was transported from, community resources diverted due to the use of MOP (ex. Law enforcement, ambulance, jail, etc.), service provided during outreach (ex. Supplies, education, information, engagement for treatment, etc.), number of outreach services provided, number of individuals receiving outreach services, services provided during outreach (ex. Support, supplies, education, information, engagement to treatment, etc.), and COVID-related supports provided.

Vendor shall attend meetings and training as requested by State. Vendor shall ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) regarding efforts related to this project must acknowledge the project is funded by State. Vendor shall include State logo on documentation created for the purpose of communication and marketing of the program.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly reports, and any additional information requested by State, shall pay Vendor \$31,169 per month for completing the Scope of Service. Total payment under this Agreement may not exceed \$748,056. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its June 2025 and June 2026 payment request to State no later than 7 business days into July 2025 and July 2026, respectively. Vendor shall submit its final payment request to State no later than 10 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

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

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

d. Termination for Cause

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

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

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

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

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

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

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

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

- a. Vendor shall provide certificate of insurance and any endorsements to State electronically via to:

Name: Kyle J. Nelson  
Email Address: kylnelson@nd.gov  
Email Subject Line: Certificate of Insurance – 810-14255

- b. Vendor shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
  - 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
  - 3) Workers' compensation coverage meeting all statutory requirements.
- c. The insurance coverages listed above must meet the following additional requirements:
- 1) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

- 2) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement.
- 3) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.
- 4) Vendor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo  
1240 25<sup>th</sup> St S  
Fargo, ND 58103

OR

ND Department of Health and  
Human Services  
Behavioral Health Division  
600 E Boulevard Ave, Dept. 325  
Bismarck, ND 58505-0250

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

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

If any inconsistency exists 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 control.

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.



16. APPLICABLE LAW AND VENUE

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

17. ASSIGNMENT

Vendor may not assign this Agreement without State's express written consent, provided, however, that Vendor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom State is prohibited from conducting business, State shall have the right to terminate without cause. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOLIATION – PRESERVATION OF EVIDENCE

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

19. WORKS FOR HIRE

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

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, in accordance with this Agreement's Confidential Information section, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

Vendor is prohibited from boycotting Israel for the duration of this Agreement. (See N.D.C.C § 54-44.4-15.) Vendor represents that it does not and will not engage in a boycotting Israel during the term of this Agreement. If State receives evidence that Vendor boycotts Israel, State shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Vendor has fewer than ten full-time employees.

Vendor's failure to comply with this section may be deemed a material breach by Vendor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By   
Timothy J. Mahoney,  
Mayor, City of Fargo


By  02/05/2025  
Jenn Faul, Director of Public Health DATE

DATE 2/24/2025

45-6002069  
Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

ATTEST  
  
Steve Sprague,  
City Auditor

By \_\_\_\_\_ DATE  
SARA STOLT  
DEPUTY COMMISSIONER

By \_\_\_\_\_ DATE  
KYLE J. NELSON  
CONTRACT OFFICER  
Approved for form and content



19

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL**  
DIRECTOR OF PUBLIC HEALTH

**DATE: FEBRUARY 25, 2024**

**RE: INTENT TO EXTEND PARTNERSHIP WITH CREDIBLE MIND**

Fargo Cass Public Health intends to extend an existing contractual partnership with CredibleMind. FCPH initiated a contract with CredibleMind in 2023 to promote expert-vetted mental and behavioral health resources to the community. The resources are free, available 24/7 and include topics such as depression, anxiety, PTSD, Seasonal Affective Disorder, trauma and more. These resources are available on a variety of platforms, including podcasts, articles, videos, and learning activities.

Fees for the extended contract will be budget neutral for the City of Fargo as the costs will be covered through a combination of funding from grants and Cass County.

The extended contract will allow for creation of a regional combined platform, including counties in the Southeast North Dakota Public Health Collaborative: Cass, Steele, Traill, Ransom, Richland, and Sargent. The expanded regional platform approach was chosen for the extended contract to improve both cost-effectiveness and efficiency in providing services to community members in all six counties.

Attached is the EX form and the previous agreement with CredibleMind.

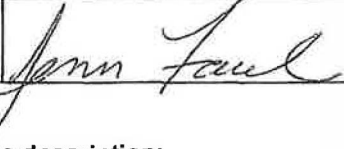
**Recommend Motion:** Concur with the recommendation of FCPH to approve the expenditure of grant and Cass County funds to extend and expand the CredibleMind contract. Please let me know if you have any questions, thank you for consideration of this request.

JF/lls  
Attachment





## EXEMPT PURCHASE REQUEST FORM (EX)

<b>Requested by:</b>	Jenn Faul	<b>Department:</b>	FCPH
<b>Date of Request:</b>	02.25.25	<b>Phone Number:</b>	701.241.1380
<b>E-mail:</b>	JFaul@FargoND.gov	Reference exemption table justification on page 1 <u>E</u>	
<b>Dept Head Signature:</b>		<b>Estimated Amount of Purchase:</b>	\$69,757.26

**Product or Service description:**

This three-year contract will support creation of a combined, regional, on-line platform where individuals can access mental health resources 24/7 at no charge. Cass, Traill and Sargent counties have existing CredibleMind contracts and online platforms. Those existing platforms will be wrapped into the new regional platform, with Ransom, Richland and Steele counties coming on board. Annual license fees for each of the three years are as follows: Year 1/2025: \$21,717.26; Year 2/2026: \$24,020; Year 3/2027: \$24,020. These fees will be neutral to the City of Fargo, covered by a combination of funding provided by grants as well as Cass County. The Year 1 amount is dependent on a March 1 start date and may be adjusted if the start date moves back.

CredibleMind provides a one-stop shop for mental health resources and helps identify, address and educate the public on a wide range of topics. The platform is web and mobile-friendly, providing education and support on a wide range of complex and multidimensional influences such as depression, anxiety, PTSD, Seasonal Affective Disorder and more. Implementation of CredibleMind as a population-based behavioral health self-management tool comes from National Association of City and County Health Officials. Individuals may be hesitant to seek care for mental health challenges they are struggling with. CredibleMind provides access to expert-vetted resources, at the users convenience and in the privacy of any setting they choose.

Is a Contract required? Yes  No

<b>Vendor Name:</b> CredibleMind, Inc.			
<b>Address:</b> 30 Liberty Ship Way, Suite 3200			
<b>City:</b> Sausalito	<b>State:</b> CA	<b>Zip Code:</b> 94965	
<b>Contact Person:</b> Amy Tatnall		<b>Title:</b> Customer Success Manager	
<b>Telephone:</b> 339.237.1232		<b>Email:</b> amy@crediblemind.com	
<b>Purchasing Manager Approval:</b>			
<b>Exempt Purchase (EX) Number:</b>		EX25094	



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

**FARGO CASS PUBLIC HEALTH**  
ADMINISTRATION  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701.241.1360  
FargoCassPublicHealth.com

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING** *DF*  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: MARCH 7, 2023**

**RE: REQUEST TO APPROVE THE CredibleMind PLATFORM  
CONTRACT TO PROMOTE MENTAL HEALTH RESOURCES  
AND SERVICES VIA A WEB PLATFORM FOR THE  
COMMUNITY.  
FUNDS: \$38,000 GRANT FUNDS  
TERM: TWO YEARS**

18

APPROVED BY THE BOARD  
OF CITY COMMISSIONERS

3-20-23

The attached contract with CredibleMind Platform is for the creation of a customizable web platform to promote mental health tools and resources for our community.

**Suggested Motion:**

Move to approve the contract with CredibleMinds contract.

DF/lls  
Attachment





## CredibleMind Platform License Agreement

This License Agreement ("Agreement") is made and entered into as of the date last signed below (the "Effective Date") by and between CredibleMind, Inc. ("CM"), a California Corporation with its principal place of business located at 30 Liberty Ship Way, Suite 3200, Sausalito, CA 94965, and Fargo Cass Public Health ("Client") with its principal place of business located at 1240 25<sup>th</sup> Street South, Fargo, ND 58103.

1. Customization of CredibleMind Platform; Support Services. In consideration for Client's payment of the fees set forth in the Statement of Work attached as Exhibit A hereto ("Statement of Work"), CM will use all reasonable business efforts to customize its CredibleMind Platform ("CM Platform"), and provide implementation, training, and maintenance support services for the CM Platform as described in the Statement of Work within the time frames estimated in the Statement of Work. CM will host, operate and maintain its CM Platform implementation on servers operated by or for CM.

2. Limited Warranty; Disclaimer. Client acknowledges that CM's products and services, including the CM Platform and supporting services provided hereunder, are not a substitute for medical or legal advice. CM does not make any express or implied warranties in connection with this Agreement, the CM Platform or any supporting services or deliverables provided to Client hereunder except those specifically set forth herein.

3. Payment. Client agrees to pay to CM the fees as set forth in the Statement of Work. In the event that any amount due to CM hereunder is not paid within 45 days of Client's receipt of the corresponding invoice, without waiving any claim or right against Client and without liability whatsoever to Client, CM reserves the right to suspend or terminate Client's access to the CM Platform and the performance of any services provided hereunder. The amounts payable to CM set forth in Exhibit A are exclusive of any sales or use or other taxes or governmental charges. Client shall be responsible for payment of all such taxes or charges except for any taxes based solely on CM's net income. If Client is required to pay any taxes based on this Section 3, Client shall pay such taxes with no reduction or offset in the amounts payable to CM hereunder.

4. Term; Termination. This Agreement is effective upon signing and will continue for two (2) years with the option for mutually agreed written renewals thereafter unless CM or Client gives sixty (60) days' prior written notice to the other party of non-renewal. CM or Client may terminate this Agreement upon thirty (30) days' prior written notice of the other's material breach and failure to substantially cure the breach within thirty (30) days of receipt of the notice of breach. CM or Client may terminate this Agreement for convenience upon six (6) months' prior written notice to the other party. Upon expiration or termination of this Agreement, all Licenses granted by CM to Client hereunder shall terminate. Client shall promptly cease use of and delete or return any electronic information associated with the CM Platform and associated intellectual property. If CM terminates this Agreement for convenience or the Agreement is terminated due to CM's breach as provided above, it shall refund to Client the unearned prorated portion of the Annual License Fee (as defined in Exhibit A) paid for the then-current annual licensing period. If Client terminates this Agreement for convenience or the Agreement is terminated due to Client's breach as provided above, Client will pay to CM any unpaid portion of the Setup Fee (as defined in Exhibit A) and any unpaid portion of the Annual License Fee due for the then-current annual licensing period.

5. Limitation of Liability. In no event shall CM be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or special damages incurred or suffered by Client arising as a result of or related to this Agreement, whether in contract, tort, or otherwise, even if CM was advised of the possibility of such loss or damages. Client further agrees that the total liability of CM for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of CM, whether in contract, tort or otherwise, shall not exceed an amount equal to the insurance limits agreed to by the parties hereto.





**6. Intellectual Property. Licenses:** While this Agreement is in effect and in consideration for Client's payment of the fees set forth in the Statement of Work, CM grants to Client a non-exclusive, non-transferable, non-sublicenseable, License to (a) access and remotely interact with the CM Platform and allow users of its CM Platform website ("Users") such access and interaction; (b) use CM's trademarks to the limited extent as stated below; (c) access CM Platform utilization data; and (d) access error corrections to the CM Platform, including fixes to problems in software but excluding additional options, enhancements, and/or new features. Client grants to CM a worldwide, non-exclusive, royalty-free License to use, reproduce, distribute, perform and display any and all content it provides to CM in connection with the CM Platform. **Trademarks:** CM and Client each grant to the other a limited, non-exclusive, non-sublicenseable, worldwide License to use the other's trademarks, trade names, copyrights and logos and trade dress (collectively, "Trademarks") only as necessary to fulfill each party's obligations under this Agreement during its term. CM and Client each agree that the quality of its manner of use of the other's Trademarks shall be high. CM and Client may each terminate the other's License to use its Trademarks if it determines that the other's use of such Trademarks tarnishes, blurs or dilutes the quality or good will associated with such Trademarks and such problem is not cured within ten (10) days of notice thereof. Each party agrees not to contest the other party's ownership of its Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the other party's Trademarks in any manner so as to create a combined trademark. Except as expressly granted in this Agreement, no other rights or Licenses or uses whatsoever in or to the CM Platform or CM's Trademarks are granted to Client. CM is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to the original and copies of the CM Platform and any associated and derivative intellectual property, all website usage statistics (system utilization data), all new features and enhancements to the CM Platform, and any deliverables and supporting services provided by CM under this Agreement. **Protections:** CM and Client shall cooperate to police and protect the CM Platform and its associated intellectual property. Client shall promptly notify CM in writing of any unauthorized use, infringement, misappropriation, dilution or other violation of the CM Platform and its associated intellectual property ("Violations") of which it becomes aware and CM shall have the primary right, but not the obligation, to bring and control any suits against any such Violations and retain the entirety of any award arising from such suit. Client shall have no claim of any kind against CM based on or arising out of CM's handling of or decisions regarding Violations or any such suit or suits. **Notices and Attributions:** Client shall accurately produce and reproduce all CM intellectual property notices on all copies Client produces or reproduces of the CM Platform and associated data, screens, and software, and shall not remove any CM intellectual property notices from any materials. Any website through which a user interacts with the CM Platform shall have, at a minimum, attribution to CM for creating and operating the website and service, including a "Powered by CredibleMind clickable link in the navigation header of all pages, CM copyright notices on all pages, and appropriate credit for the platform and links back to CM in any "about us" section. **Confidential Information:** During the term of this Agreement and for a period of two (2) years thereafter, each of CM and Client will keep in confidence and not disclose or disseminate, or permit anyone working under its direction to disclose or disseminate, the existence, source, content or substance of any of the other's Confidential Information to any other person. "Confidential Information" is all nonpublic information concerning the business, technology, internal structure and strategies of either CM or Client disclosed to the other orally, or in tangible form, and is either marked as "confidential" or identified as "confidential" prior to disclosure. Employees and independent contractors of one party will be given access to the Confidential Information of the other party only on a need-to-know basis. Client agrees that the trade secrets and know-how included in the CM Platform and associated intellectual property shall be treated as Confidential Information regardless of whether such trade secrets and know-how are marked, stamped or otherwise identified as confidential. Information shall not be deemed Confidential Information if it is (i) now generally known or available or which, hereafter through no act or failure to act on the part of CM or Client as the receiving party ("Recipient"), becomes generally known or available; (ii) rightfully known to Recipient at the time of receiving such information; (iii) furnished to Recipient by a third party without restriction on disclosure and without Recipient having actual notice or reason to know that the third party lacks authority to so furnish the information; (iv) independently developed by Recipient; or (v) required to be disclosed by law or by a government entity, provided however that Recipient, before



making a use or compelled disclosure of Confidential Information, shall give ten (10) business days' prior written notice to the owner of the Confidential Information stating the intended use or disclosure to be made and citing the applicable sub-section of (i) - (v) above allegedly giving it the right or obligation to do so.

**7. User Relations.** Client will either incorporate CM's terms of use into its terms of use, as will be displayed on Client's website, or allow CM to maintain a terms of use link and document on the CM Platform implementation's website for Client. Client's Users must agree to the terms of use or will not be allowed to use the CM Platform implementation's website. Client's staff shall have first line responsibility for dealing with User support inquiries in a commercially reasonable manner agreed to by CM. CM will provide second tier support directly to Client through Web, email and telephone support during normal business hours (9AM to 5PM Pacific Time) with an initial response within one business day that includes an estimated time for final resolution. Client will designate and CM will train one support person who will be Client's interface with CM on support matters.

**8. Indemnity.** To the extent permitted by law, if any, each of CM and Client (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, which the Indemnified Party may incur as a result of claims in any form by third parties arising from: (a) the Indemnifying Party's gross negligence or willful misconduct in the performance of its obligations under this Agreement, or (b) the Indemnifying Party's content or trademarks or associated intellectual property. The foregoing obligations are conditioned on the Indemnified Party: (i) giving the Indemnifying Party notice of the relevant claim, (ii) cooperating with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim, and (iii) giving the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval. The Indemnified Party shall have the right to participate in the defense at its expense. Notwithstanding the foregoing, CM assumes no liability for any claims arising from the following: (i) the combination of the CM Platform and associated intellectual property or use with other hardware, software or other items not provided by CM; (ii) the modification of the CM Platform or any part thereof by Client; (iii) use of the CM Platform for a purpose or in a manner for which it was not designed, or (iv) Client's specifications or designs. Client shall indemnify and hold harmless CM from and against any claims arising out of such exclusions (i)-(iv). This Section 8 states Client's sole and exclusive remedy and CM's entire liability for any alleged infringement of a third party's intellectual property right.

**9. Resolution of Disputes.** Except as expressly otherwise provided herein, the parties agree that any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 9, which shall be the sole and exclusive procedures for the resolution of disputes.

(a) In the event a dispute arises between the parties, each party's goal is a neutral and cost-effective means of resolving the dispute quickly. Accordingly, each party agrees that any claim or controversy arising out of or relating to this Agreement shall be resolved, in the first instance, by contacting the other party to the controversy directly to seek a resolution.

(b) If a dispute between the parties cannot be resolved by informal meeting and discussions within thirty (30) days after commencement thereof, the parties agree may agree to submit the dispute to mediation, but in no event are the parties precluded from proceeding in any other manner, including commencement of a legal proceeding.

**10. Attorneys' Fees.** Subject to Section 9, if any action is necessary to enforce the terms of this Agreement, each party shall be responsible for its own attorney's fees and costs.

**11. General Provisions. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota without regard to the conflict-of-laws rules of the State of North Dakota. **Severability, Headings:** If any provision herein is held to be invalid or



unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. **No Hire.** Without the prior written consent of CM until twelve (12) months after the date the CM personnel were last involved in any activity related to the Agreement, Client agrees to refrain from employing, as a result of direct solicitation, or directly or indirectly soliciting the employment/engagement of CM's employees, agents, and subcontractors who have worked on the Agreement ("Personnel"). If Client is interested in hiring one or more of CM's Personnel, such interest will be discussed first with CM prior to discussing such an offer with the Personnel. In no event shall this provision apply with respect to Personnel of CM who are recruited in response to a solicitation made to the public. **Force Majeure:** If performance of a party's obligations is interfered with by any condition beyond such party's reasonable control, the affected party shall be excused from performance to the extent of such condition. The operation of CM's servers and the provision of the CM Platform and supporting services hereunder may be interfered with by numerous factors outside of CM's control. CM does not guarantee continuous, uninterrupted or secure provision of the CM Platform and supporting services, and Client acknowledges that the CM Platform and supporting services may be unavailable for sustained periods of time. Should the CM Platform and supporting services be unavailable to Client and Users due to force majeure for more than 10 days, and if CM does not restore service within 30 days thereafter, Client may terminate this Agreement and be entitled to a refund of the unearned prorated portion of the Annual License Fee paid for the then-current annual licensing period. **Independent Contractors:** CM and Client are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created hereunder. **Notice:** Any notices hereunder shall be given to the appropriate party at the address specified herein or at such other address, as the party shall specify in writing. Notice shall be deemed given: upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified mail, postage prepaid, three (3) days after the date of mailing. **Assignment:** This Agreement may not be assigned by either party without the express written consent of the other party. Notwithstanding the foregoing, CM may assign this Agreement and the provision of services hereunder, together with the rights and ownership of the CM Platform and associated intellectual property, to another party so long as such assignment is to an authorized partner of CM that agrees to be bound by the terms and conditions of this Agreement. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns (if assignment is properly made pursuant to this Agreement). **Announcement and Non-compete:** Upon signing of this Agreement the Parties shall jointly announce the business relationship in a manner mutually agreeable to both Parties, such as a press release or other similar form. During the term of this Agreement (including any renewal period(s) hereof), Client agrees that it will not develop, nor embed, link, co-brand or promote on its CM Platform implementation's website, any tools, products or services provided internally or by a third party, that are substantially competitive with or similar to CM's tools, products or services without giving to CM 90 days' prior written notice, which notice shall provide to CM the option of terminating this Agreement for Client's material breach. **Entire Agreement; Waiver:** This Agreement (including Exhibit A attached hereto) sets forth the entire agreement of the Parties, and supersedes any and all oral or written agreements or understandings between them, as to the subject matter of this Agreement. It may be changed only in a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. **Survival:** Sections 4 ("Termination"), 5 ("Limitation of Liability"), 6 ("Intellectual Property"), 8 ("Indemnity"), 9 ("Resolution of Disputes"), 10 ("Attorneys' Fees") and 11 ("General Provisions") shall survive any expiration or termination of this Agreement. **Counterparts:** This Agreement may be executed in one or more counterparts, by facsimile, by electronic signature, or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. **Authority to Bind:** Each signatory represents that he/she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf the signature is proffered. The parties agree that faxed and scanned copies of fully executed contracts are accepted as original and binding on the parties.



**IN WITNESS WHEREOF**, the parties hereto, having been duly authorized, execute this Agreement on the dates indicated:

**For CredibleMind, Inc.**

**For City of Fargo, a North Dakota Municipal Corporation**

Handwritten signature of Deryk Van Brunt in black ink, written over a horizontal line.

Print Name: Deryk Van Brunt

Title: CEO

Date: 4/20/23

30 Liberty Ship Way, Suite 3200  
Sausalito, CA 94965

Handwritten signature of Dr. Timothy J. Mahoney in black ink, written over a horizontal line.

Print Name: Dr. Timothy J. Mahoney, Mayor

Title: \_\_\_\_\_

Date: 3-20-23

Attest: Handwritten signature of Steven Sprague in black ink, written over a horizontal line.  
**Steven Sprague, City Auditor**



## Exhibit A

### Statement of Work for the CredibleMind Platform

CredibleMind, Inc. (CM) will make the CredibleMind Platform ("CM Platform") available to Fargo Cass Public Health (FCPH) as follows:

#### **Implementation**

##### Project Summary

The CM Platform is a Software as a Service (SaaS) tool delivered through a unique URL branded to FCPH. During implementation of the platform, FCPH and CM will work together to build a customized version for FCPH. FCPH will have access to the most recent version of the platform, including access to expert-reviewed resources for user mental health and well-being improvement, interactive assessments, and mental health and well-being topic write-ups. During the implementation, the FCPH project team will be trained in how to use the platform and how to engage their end-users.

##### Client Responsibilities

In the implementation phase, FCPH will be responsible for providing CM with the following:

- Logo to be placed on CM Platform
- Unique resources to be posted to CM Platform, including but not limited to organization benefit programs, wellness programs, and partner organizations
- Attend Kickoff Meeting
- Approve Site Branding and Design
- Participate in End-User Engagement strategy planning

##### Milestones

- Kickoff Meeting - Within 2 Weeks of contract signing
- Build, modify and design custom CM Platform - Within 2 weeks of Kickoff Meeting, upon receiving unique client resources
- Launch - Within 6 weeks of contract signing

##### Project Deliverable

At the end of the implementation, FCPH will have access to a co-branded version of the CM Platform.

##### Account Management and Support

CM will assign one Account Manager to work directly with FCPH. The Account Manager will be available during normal business hours.



### **Maintenance**

The maintenance phase begins after launch of the CM Platform. During this phase, FCPH will continue to receive ongoing training and support to ensure successful adoption and usage of the platform by the target audience.

### **Reporting**

After launch, FCPH will receive a report on site usage each quarter. The report will include information such as number of users and most frequently visited topics, trends, resource views and recommendations.

### **End-User Engagement**

FCPH will be responsible for marketing and promoting the site among their intended users. CM will support these efforts with the following:

- Client newsletters with expert curated resources and content that can be shared by FCPH in their own communication channels
- CM-produced end-user engagement emails for all signed-up users
- Embeddable widgets to drive site traffic
- Up to two (2) posters or other pieces of collateral to be used for CM platform marketing with a limit of two (2) revisions per item.

### **Account Management**

FCPH will work with a Customer Success Manager throughout the maintenance of their CM Platform. The Customer Success Manager will be available during normal business hours. Monthly account management time is limited up to 5 hours per month.

### **Service Level Agreement**

CM guarantees the platform will be up and running 24/7/365 with 99.5% uptime outside of planned monthly service windows.

### **Payment Terms**

#### **Pricing**

CredibleMind Platform for Fargo Cass Public Health.

<b>Description</b>	<b>Fee</b>
One-time Implementation	\$1,000
Annual License	\$17,000



**Billing Schedule**

1. The Implementation Fee of \$1,000 and Year 1 Annual License Fee of \$17,000 (total \$18,000) shall be due upon contract signing.
2. The Year 2 Annual License Fees of \$17,000 shall be due upon the annual anniversary of contract signing.
3. CM will provide an invoice to FCPH for all payments that become due. Payments are due within thirty (30) days. In the event of non-payment 60 days after receipt of invoice, the amount due will increase 1% per each month that the invoice is not paid.
4. FCPH has assigned the following as the billing contact for CM.

Justin Bohrer  
Public Health Analyst & Operational Planning Lead  
1240 25th Street South, Fargo, ND 58103-2367  
o: 701.476.4110 | c: 701.793.2646  
JBohrer@FargoND.gov

**Travel and Related Business Expenses**

In-person meetings are available at request. Travel and related business expenses associated with in-person meetings must be pre-authorized by FCPH, and may then be reimbursed to CM.



**HUMAN  
RESOURCES**

**HUMAN RESOURCES DEPARTMENT**

Fargo City Hall

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1321 | Fax: 701.476.6707

[FargoND.gov](http://FargoND.gov)

20

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources

Re: The Village Business Institute Employee Assistance Program (EAP) Contract

Date: February 26, 2025

Please see the attached contract with The Village Business Institute for the Employee Assistance Program (EAP). This contract renewal is effective through December 31, 2027. The cost associated with the EAP is included in the current budget.

The contract language has been reviewed by the City Attorney.

**RECOMMENDED MOTION:** To approve the contract with The Village Business Institute for the Employee Assistance Program (EAP).







## Employee Assistance Program Full-Service Contract for EAP Services

The following is a contract between CITY OF FARGO, a North Dakota municipal corporation, and THE VILLAGE FAMILY SERVICE CENTER, a North Dakota non-profit [Village EAP].

WHEREAS The Village EAP is engaged in offering personal assistance to employees of business, industry and agencies and their household members; and WHEREAS, CITY OF FARGO desires to participate in this program:

THEREFORE, for good and valuable consideration hereby acknowledged, Village EAP and CITY OF FARGO agree to the following:

1. The Village EAP agrees to provide the following:
  - a. A Household Aggregate Model Employee Assistance Program (EAP). The Village EAP shall make available to each covered current full- or part-time employee, a quantity of sessions equal to the number of household members times (x) 4. (Example: 5 household members times (x) 4 sessions per household member equals 20 available sessions for the household.) No household will have less than 8 available sessions. A household member may be a spouse, child, parent, partner, stepchild, child outside the home going to school, or an individual not related but living in the home. Coverage may be provided in some unique cases where an individual is outside of the home but still maintains the same permanent address as the individual primarily covered by The Village EAP. These sessions include access to a full range of short-term counseling and services available at The Village EAP. If referred outside of The Village EAP for medical or other reasons, it is the responsibility of the household members to arrange payment for the service. (Service may be covered by personal health insurance or other sources.) Sessions may be applied towards face-to-face mental health counseling, financial counseling, legal counseling, wellness/education, 24/7 access to counselors for in-the-moment telephonic support, and Chemical Dependency Assessments/education.
  - b. Formal referral process is available for:
    - 1) Job performance issues;
    - 2) Violation of Companies' Drug Free Workplace policy; and
    - 3) For employees falling under DOT (Department of Transportation) regulations, The Village EAP will locate and provide referrals to SAP (Substance Abuse Professional) that meets the requirements of federal regulations.

- c. 10 hours of tailored web-based or on-site employee or management training and /or crisis management services to meet the needs of CITY OF FARGO. Additional hours may be purchased at the current reduced EAP rate.
- d. The training hours available in this CITY OF FARGO contract may also be used to have an EAP professional assist CITY OF FARGO in integrating EAP services with work-life, wellness, human capital, and healthcare programs to provide a linked, comprehensive delivery of services. The Village EAP professionals, upon request, will attend, via teleconference or web-based, department or committee meetings, and provide input and coordination of EAP services. Training programs are the product of The Village EAP and are not for the use of the CITY OF FARGO in any way outside the scope of this Agreement, nor shall this Agreement be construed as a license for CITY OF FARGO to use or reproduce EAP materials.
- e. The Village EAP's consulting services are at the current reduced EAP rate to CITY OF FARGO.
- f. Orientation sessions for management/supervisory staff in dealing with troubled employees and using The Village EAP.
- g. Orientation sessions for employees to explain the Village EAP program, how it is used, and the services offered. Sessions are scheduled to encourage 100% participation.
- h. Travel expenses for covered orientations within ND, SD, and MN are the sole responsibility of The Village EAP. Travel expenses for the covered training and/or crisis management services outside of the Fargo-Moorhead-West Fargo region shall be shared by the parties as follows: lodging and food will be the responsibility of The Village EAP; transportation costs shall be paid by CITY OF FARGO. Travel expenses for non-covered training and/or crisis management services are the sole responsibility of CITY OF FARGO.
- i. Toll-free Supervisor Helpline provides phone consultation to supervisors/managers in dealing with troubled employees. Supervisor Helpline services will be provided by Village EAP professionals. There is no additional cost for Supervisor Helpline services.
- j. Monthly employee newsletters focused on work-related issues, personal wellness, and family dynamics.
- k. Quarterly supervisor newsletters focused on leadership guidance.
- l. Semi-annual statistical reports on program utilization.
- m. Services for an employee for ninety (90) days following termination/disability from CITY OF FARGO.
- n. Promotional materials or other appropriate information to encourage use of the program.

2. CITY OF FARGO agrees to provide the following:
  - a. Endorse The Village EAP program and incorporate it into existing personnel policies and procedures.
  - b. Provide space in the workplace and consistently promote EAP services to encourage program use.
  - c. Ensure employees receive informational materials, monthly newsletters, quarterly supervisor newsletters and EAP program updates.
  - d. Designate one or more employee contacts to serve as liaison with The Village EAP and to keep direct communication between the two groups open. Assist in implementing the program, promote usage and additional duties such as submitting FTE counts and contract management.
  - e. Provide an opportunity for all management, supervisory personnel, and employees to participate in orientations and training.
3. The terms of the agreement shall be from January 1, 2025, to December 31, 2027, at a cost of \$30.00 per year per Full-Time Equivalent employee (FTE) for 1,035 FTE employees. The total first year contract cost is \$31,050.00 and will be paid upon invoice receipt.
4. This agreement automatically renews annually after the dates listed in #3 or until a new contract is executed, except that either party may terminate this agreement upon sixty (60) days' written notice to the other party and confirmation by said party. FTE count will be updated yearly, and CITY OF FARGO will be required to provide current FTE count to their Village EAP Account Executive or Village Business Office at [ContractRenewal@TheVillageFamily.org](mailto:ContractRenewal@TheVillageFamily.org), within 10 business days of the renewal date or contract will automatically continue/renew with a 10% increased FTE count for the upcoming year.
5. Both the Village EAP and CITY OF FARGO shall maintain confidentiality of privileged information in accordance with applicable state and federal law. Identifying information about CITY OF FARGO employees or household members using the program shall not be given out by the Village EAP under any circumstances unless the client signs an agreement authorizing the Village EAP permission to disclose such information, except in instances of risk/safety concerns or as required under state or federal law. The Village EAP will maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard protected client information.

Both the Village EAP and CITY OF FARGO shall maintain the highest ethical and legal standards in all phases of the program.

6. CITY OF FARGO understands that the Village EAP does not provide counseling services through its own employees or employees of The Village outside North Dakota and Minnesota. The Village EAP contracts with licensed and insured affiliate providers (providers that are outside of The Village EAP's core staff), "Affiliates", located throughout the United States. CITY OF FARGO hereby consents to Affiliates providing counseling services to its employees and, to the extent permitted by law, agrees to indemnify and hold harmless for any services, losses, expenses, damages, or injuries resulting from or arising out of services provided to CITY OF FARGO or its employees by an Affiliate if directly caused by CITY OF FARGO.
  
7. CITY OF FARGO represents that it has been apprised of all states in which EAP counseling services are presently provided outside of its regional offices of North Dakota and Minnesota. While the Village EAP strives to provide services where CITY OF FARGO employees are located, the Village EAP does not represent, warrant, or guarantee that it will provide services in all states when CITY OF FARGO employees are located outside of its regional offices of North Dakota and Minnesota. These service areas are subject to change without notice to CITY OF FARGO and Village EAP has no obligation to expand to states outside its current service areas.
  
8. To the extent permitted by law, CITY OF FARGO agrees to indemnify and hold harmless the Village for actions, causes of action, suits, claims, judgments, settlements, liabilities, damages, penalties, losses, expenses, including without limitation, extra-contractual damages, court costs, attorney's fees, punitive and exemplary damages resulting from or arising out of any function under this Agreement, including but not limited to any services provided by an Affiliate, if the liability was the direct consequence of the action of the CITY OF FARGO.

**THE VILLAGE FAMILY SERVICE CENTER**  
A NORTH DAKOTA NON-PROFIT  
2701 12<sup>th</sup> Ave S.  
Fargo, ND 58103

**CITY OF FARGO**  
A NORTH DAKOTA MUNICIPAL  
CORPORATION  
225 4<sup>th</sup> St N  
Fargo, ND 58102

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title:

Title:

Date:

Date:

Attest:

\_\_\_\_\_  
Steve Sprague, City Auditor



**HUMAN  
RESOURCES**

**HUMAN RESOURCES DEPARTMENT**

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

Phone: 701.241.1321 | Fax: 701.476.6707

[FargoND.gov](http://FargoND.gov)

21

To: Board of City Commissioners  
From: Jill Minette, Director of Human Resources  
Re: Blue Cross Blue Shield of North Dakota - Benefit Plan Agreement  
Date: February 26, 2025

Please see the attached Blue Cross Blue Shield of North Dakota (BCBSND) Benefit Plan Agreement. The agreement reflects the renewal terms previously approved for the 2025 plan year and has been reviewed by the City Attorney.

**RECOMMENDED MOTION:** To approve the Blue Cross Blue Shield of North Dakota (BCBSND) Benefit Plan Agreement.



# **CITY OF FARGO**

**January 1, 2025 through December 31, 2025**





## BENEFIT PLAN AGREEMENT

This Benefit Plan Agreement ("Agreement") is entered into between CITY OF FARGO ("the Plan Sponsor"), CITY OF FARGO ("the Plan Administrator") and Blue Cross Blue Shield of North Dakota ("BCBSND"). Throughout this Agreement, BCBSND is referred to as the "Company."

The Plan Sponsor has established and maintains a fully insured group health plan (the Plan) which provides, among other things, various benefits to Members in the Plan, as set forth in the Certificate of Insurance provided to plan Members. The Plan Administrator is the administrator of the Plan established through this Agreement.

In consideration of payment of required premium and acceptance of applications, the Company enters into this Agreement with the Plan Sponsor and the Plan Administrator. The Company agrees to provide plan Members the benefits set forth in the Certificate of Insurance, in accordance with its terms and conditions. This Agreement also includes the Certificate of Insurance, applications, Identification Cards and any endorsements, supplements, attachments, addenda or amendments.

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

### 1. EFFECTIVE DATE AND PLAN YEAR

This Agreement is effective January 1, 2025, through December 31, 2025, unless terminated as provided in Section 7. TERMINATION.

For the purposes of the costs of any and all benefits and services extended through this Benefit Plan, including the implementation of any benefit changes required under federal or state law, the Plan Administrator agrees that the Plan Year shall commence on January 1, unless it is terminated by one of the parties as specified in Section 7. TERMINATION.

### 2. DEFINITIONS

This section defines the terms used in this Agreement. These terms will be capitalized throughout this Agreement when referred to in the context defined.

2.1 **CLAIM** - notification in a form acceptable to the Company that services have been provided or furnished to a Member.

2.2 **DATA AGGREGATION** - the combining of Protected Health Information the Company creates or receives for or from the Plan and for or from other health plans or health care providers for which the Company is acting as a business associate to permit data analyses that relate to the Health Care Operations of the Plan and those other health plans or providers.

2.3 **HEALTH CARE OPERATIONS** - any of the activities of a health plan to the extent the activities relate to those functions that make it a health plan.

2.4 **MEMBER** - the Subscriber and any dependent of a Subscriber or any other person designated by a Subscriber or by the terms of the Plan who is or may become entitled to a benefit under the Plan. The term shall also include any proprietor, partner, or owner of the Plan Sponsor, if any, who is designated by the terms of the Plan who is or may become entitled to a benefit under the Plan. In no case shall the term Member include any person not otherwise entitled to coverage under the terms of the Plan.

For the purposes of determining the various benefits and restrictions or other limitations thereto made available to a Member under the terms of this Agreement, all benefits under any Plan option or tier (and any restrictions or other limitations thereto) made available to or received by a Member shall accumulate toward that Member's benefits and any restrictions and other limitations thereto.

2.5 **PAYMENT** - activities undertaken to obtain premiums, determine or fulfill coverage and benefits, or obtain or provide reimbursement for health care services.

- 2.6 **PROTECTED HEALTH INFORMATION (PHI)** - individually identifiable health information, including summary and statistical information, collected from or on behalf of a Member that is transmitted by or maintained in electronic media, or transmitted or maintained in any other form or medium and that:
- A. is created by or received from a Health Care Provider, health care employer, or health care clearinghouse;
  - B. relates to a Member's past, present or future physical or mental health or condition;
  - C. relates to the provision of health care to a Member;
  - D. relates to the past, present, or future payment for health care to or on behalf of a Member; or
  - E. identifies a Member or could reasonably be used to identify a Member.
- Educational records and employment records are not considered PHI under federal law.
- 2.7 **SECURITY INCIDENT** - any attempted or successful unauthorized access, use, disclosure, modification, or destruction of a Member's electronic PHI or interference with the Company's system operations in the Company's information systems.
- 2.8 **STANDARD TRANSACTIONS** - health care financial or administrative transactions conducted electronically for which standard data elements, code sets and formats have been adopted in accordance with federal or state law.
- 2.9 **SUBSCRIBER** - any employee of the Plan Sponsor who is or may become eligible to receive a benefit under the Plan. The term includes all common law employees as well as any proprietors, partners, or other owners who work for the Plan Sponsor, if any, and who are otherwise entitled to coverage under the Plan. Notwithstanding the above, in no case shall the term Subscriber include any person not otherwise entitled to coverage under the terms of the Plan.
- 2.10 **SUCCESSFUL SECURITY INCIDENTS** - Security Incidents that result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
- 2.11 **UNSUCCESSFUL SECURITY INCIDENTS** - Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

3. **PREMIUMS**

- 3.1 All premiums are due and payable before the first of the month. If premiums are not received before the date due, a grace period of 31 days is allowed. The Plan Administrator remains responsible for payment of any premium due during the grace period. If the Plan Administrator provides written notice of cancellation during the grace period, the Plan Administrator will be charged a pro rata premium.
- 3.2 The Company will advise the Plan Administrator of any change in required premium at least 31 days prior to the anniversary date of this Agreement, unless otherwise specifically agreed to by the parties. In addition, the Company reserves the right, upon providing at least 31 days notice, to change the required premium in response to any change in the rate of insurance premium tax assessed by the state of North Dakota or if the Plan Administrator should choose to offer a dual choice option.
- 3.3 Health Premiums:

	Individual Coverage	Parent and Child Coverage	Parent and Children Coverage	Two Person Coverage	Family Coverage
BlueAccess 80 500	\$799.00	\$1,406.30	\$1,406.30	\$2,077.40	\$2,077.40
BlueSaver PPO 100 3300	\$753.70	\$1,326.60	\$1,326.60	\$1,959.70	\$1,959.70

4. **PRIVACY USE AND DISCLOSURE RESPONSIBILITIES**

4.1 **RESPONSIBILITIES OF THE COMPANY**

A. **Privacy of Protected Health Information (PHI)**

1. The Company will keep confidential all Claim records and all other PHI the Company creates or receives in the performance of its duties under this Agreement. Except as permitted or required by this Agreement for the Company to perform its duties under this Agreement, the Company will not use or disclose such Claim information or other PHI without the authorization of the Member who is the subject of such information or as required by law.
2. The Company will neither use nor disclose Members' PHI (including any Members' PHI received from a business associate of the Plan) except (1) as permitted or required by this Agreement, (2) as permitted in writing by the Plan Administrator, (3) as authorized by Members, or (4) as required by law.
3. The Company will be permitted to use or disclose Members' PHI only as follows:
  - a. The Company will be permitted to use and disclose Members' PHI (a) for the management, operation and administration of the Plan that the Plan Administrator offers Members, and (b) for the services set forth in the Plan, which include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined under federal law. The Company also may de-identify PHI it obtains or creates in the course of providing services for the Plan Administrator.
    - (1) The Company will be permitted to use Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities.
    - (2) The Company will be permitted to disclose Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities only if (i) the disclosure is required by law, or (ii) before the disclosure, the Company obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written Agreement, that the entity will hold Members' PHI in confidence, use or further disclose Members' PHI only for the purposes for which the Company disclosed it to the entity or as required by law, and notify the Company of any instance the entity becomes aware of where the confidentiality of any Members' PHI was breached.
  - b. The Company will make reasonable efforts to use, disclose, or request only a limited data set where practical. Otherwise, the minimum necessary amount of Members' PHI to accomplish its intended purpose.
4. Other than disclosures permitted by Section 4.1(A)3, the Company will not disclose Members' PHI to the Plan Administrator or to the Plan's business associate except as directed by the Plan Administrator in writing.
5. The Company will require each subcontractor and agent to which the Company is permitted by this Agreement or in writing by the Plan Administrator to disclose Members' PHI to provide reasonable assurance, evidenced by written contract, that such other entity will comply with the same privacy and security obligations with respect to Members' PHI as this Agreement applies to the Company.
6. The Company will not disclose any Members' PHI to the Plan Sponsor, except as permitted by and in accordance with Section 4.1(A)3.

7. Disposition of Protected Health Information

The parties agree that upon termination, cancellation, expiration or other conclusion of this Agreement, the Company will return or destroy all PHI received or created by the Company on the Plan Administrator's behalf as soon as feasible. Due to various regulatory and legal requirements, the Plan Administrator acknowledges that immediate return or destruction of all such information is not feasible. The Company agrees that upon conclusion of this Agreement for any reason, it will use or disclose the PHI it received or created on the Plan's behalf only as necessary to meet the Company's regulatory and legal requirements and for no other purposes unless permitted in writing by the Plan Administrator. The Company will destroy PHI received or created by the Company on the Plan Administrator's behalf that is in the Company's possession under such circumstances and upon such schedule as the Company deems consistent with its regulatory and other legal obligations.

These responsibilities agreed to by the Company and related to protecting the privacy and safeguarding the security of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and, where applicable, shall govern the Company's receipt, use or disclosure of PHI pursuant to the terms of this Agreement.

8. The Company will meet all obligations imposed upon it by the HIPAA Privacy Rule.

**B. Information Safeguards**

1. The Company will maintain reasonable and appropriate administrative, technical and physical safeguards to protect the privacy of Member PHI. The safeguards must reasonably protect Member PHI from any intentional or unintentional use or disclosure in violation of federal law and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
2. The Company will implement administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI the Company creates, receives, maintains, or transmits on behalf of the Plan Administrator as required by federal law.

**C. Inspection of Books and Records**

The Company will make its internal practices, books, and records relating to its use and disclosure of PHI created or received for or from the Plan Administrator available to the U.S. Department of Health and Human Services to determine compliance with federal law or this Agreement.

- D. The Company will prepare and distribute a notice of privacy practices appropriate for the Plan to meet its notice obligations under federal law. The Plan Administrator authorizes the Company to disclose the minimum necessary PHI to the Plan Sponsor for plan administration functions specified in the Plan documents as amended.

**E. Information Privacy and Safeguard Provisions Survive Termination of Agreement**

These responsibilities agreed to by the Company and related to protecting the privacy of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and where applicable, shall govern the Company's receipt and use of PHI obtained pursuant to the terms of this Agreement.

**F. Specific Cost or Quality of Care Information or Data**

The parties agree, notwithstanding the foregoing, that nothing in Section 4 of this Agreement shall be construed as restricting or otherwise limiting the provision of specific cost or quality of care information or data through a consumer engagement tool or any other means anticipated through Section 8.14.

#### 4.2 RESPONSIBILITIES OF THE PLAN SPONSOR

- A. The Plan Sponsor retains full and final authority and responsibility for the Plan and its operation. The Company is empowered to act on behalf of the Plan only as stated in this Agreement or as mutually agreed in writing by the Plan Sponsor and the Company.
- B. The Plan Sponsor will have the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including any licensing, filing, reporting, and disclosure requirements, that may apply to the Plan. The Company will have no responsibility for or liability with respect to the Plan's compliance or noncompliance with any applicable federal, state, or local law, rule, or regulation.

If the Group offers a high deductible health plan, the Plan Sponsor assumes sole responsibility for determining whether the Plan qualifies as a high deductible health plan under Section 223(c)(2) of the U.S. Internal Revenue Code. THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PLAN.

If the Group offers a high deductible health plan, the Company does not provide legal or tax advice, and expressly disclaims responsibility for determining, on behalf of any individual or group, the legal and tax implications of: (1) establishing a health savings account; (2) eligibility for a health savings account; (3) the contributions made to a health savings account; (4) the deductibility of contributions to a health savings account; and (5) withdrawals from a health savings account and related taxation.

- C. By executing this Agreement, the Plan Sponsor certifies to the Company that its Plan documents have been amended to incorporate the provisions required by and under federal law, and agrees to comply with the Plan Administrator's plan documents.

The Company may rely on Plan Sponsor's certification and Plan Administrator's written authorization, and will have no obligation to verify (1) that the Plan Administrator's plan documents have been amended to comply with the requirements of federal law or this Agreement or (2) that the Plan Sponsor is complying with the Plan Administrator's plan document as amended.

- D. By executing this Agreement, the Plan Sponsor also certifies to the Company that its Plan does not contain a waiting period, as defined under applicable federal HIPAA portability regulations, exceeding 60 days. The Plan Sponsor acknowledges that the Company will rely on the Plan Sponsor's certification and that the Plan Sponsor shall have a continuing obligation to immediately notify the Company if any revisions are made to the Plan's waiting period.

#### 5. INTER-PLAN ARRANGEMENTS

BCBSND has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever a Member accesses health care services outside of the geographic area BCBSND serves, the claim for those services may be processed through one of these Inter-Plan Arrangements and presented to BCBSND for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically when accessing care outside the geographic area BCBSND serves, a Member obtains care from health care providers that have a contractual agreement ("participating health care providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, a Member may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating health care providers") with a Host Blue. BCBSND remains responsible for fulfilling its contractual obligations to the Plan Administrator. BCBSND payment practices in both instances are described below.

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all dental care benefits and vision care benefits (except when paid as medical claims/benefits), and those prescription drug benefits that may be administered by a third party contracted by BCBSND to provide the specific service or services.

**A. BlueCard® Program**

The BlueCard Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating health care providers. The financial terms of the BlueCard Program are described generally below.

Liability Calculation Method Per Claim:

Unless subject to a fixed dollar copayment, the calculation of Member liability on claims for Covered Services processed through the BlueCard Program will be based on the lower of the Host Blue's participating health care provider's billed charges or the negotiated price made available to BCBSND by the Host Blue.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's health care provider contracts. The negotiated price made available to BCBSND by the Host Blue may represent one of the following:

1. the actual price. An actual price is a negotiated rate of payment without any other increases or decreases; or
2. an estimated price. An estimated price is a negotiated rate of payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
3. an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues determine whether or not they will use an actual, estimated or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid or anticipated to be paid to providers or refunds received or anticipated to be received from providers). However, the BlueCard Program requires that the amount paid by the Member is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by BCBSND in determining premiums.

**B. Value-Based Programs**

BCBSND has included a factor for bulk distributions from Host Blues in the Plan Administrator's premium for Value-Based Programs when applicable under this Agreement. "Value-Based Program" means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local health care providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

**C. Return of Overpayments**

Under the Inter-Plan Arrangements, recoveries from a Host Blue or from participating health care providers of a Host Blue can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some

cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts, which generally require correction on a claim-by-claim or prospective basis. The fees of such a third party may be charged to the Plan Administrator as a percentage of the recovery.

**D. Federal/State Taxes/Surcharges/Fees**

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to insured accounts. If applicable, BCBSND will include any such surcharge, tax or other fee in determining premiums.

**E. Nonparticipating Health Care Providers Outside the BCBSND Service Area**

**1. Member Liability Calculation**

When Covered Services are provided outside of BCBSND's service area by nonparticipating health care providers, the amount the Member pays for such services will generally be based on either the Host Blue's nonparticipating health care provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and the payment BCBSND will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services, certain services provided by out-of-network providers at in-network facilities, and out-of-network air ambulance services are governed by applicable federal and state law.

BCBSND may calculate the Allowed Charge for Covered Services from nonparticipating health care providers in several ways, including:

- a. pricing determined by the Host Blue;
- b. pricing based upon a percentage of billed charges;
- c. pricing based on health care provider reimbursement for Covered Services;
- d. pricing as agreed upon with health care providers; and
- e. as required by federal law (including the median contracted rate)

The Allowed Charge calculations for Covered Services do not represent a usual, customary and reasonable charge. For Covered Services provided outside of the BCBSND service area, the Allowed Charge for Covered Services from nonparticipating health care providers is commonly determined by the Host Blue. From time to time, BCBSND may change its process for determining the Allowed Charge for Covered Services rendered by nonparticipating health care providers but will provide notice to the Group and revise any information in the Benefit Plan or other Member communications that describes this process. BCBSND shall determine the interpretation and application of the Allowed Charge calculations for Covered Services in each and every situation.

**2. Exceptions**

In certain situations, BCBSND may pay claims based on the payment BCBSND would make if the Covered Services had been obtained within the BCBSND service area. Such situations include where a Member did not have reasonable access to a participating health care provider, as determined by BCBSND in its sole and absolute discretion or by applicable state law. In other situations, BCBSND may pay such a claim based on the payment BCBSND would make if BCBSND were paying a nonparticipating health care provider inside of BCBSND's service area (as described in the Member's Certificate of Insurance) where the Host Blue's corresponding payment would be more than BCBSND's payment to a nonparticipating health care provider within the BCBSND service area. BCBSND may also in its sole and absolute discretion, negotiate a payment with such a health care provider on an exception basis. In any of these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and payment BCBSND will make for the Covered Services as set forth in this paragraph.



**F. Blue Cross Blue Shield Global Core**

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands ("BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is not served by a Host Blue.

**1. Inpatient Services**

In most cases, if a Member contacts the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require the Member to pay for covered inpatient services, except for Cost Sharing Amounts. In such cases, the hospital will submit the Member's claims to the Blue Cross Blue Shield Global Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services.

**2. Outpatient Services**

Physicians, urgent care centers and other outpatient health care providers located outside the BlueCard service area will typically require a Member to pay in full at the time of service. The Member must submit a claim to obtain reimbursement for Covered Services.

**3. Submitting a Blue Cross Blue Shield Global Core Claim**

When a Member pays for Covered Services outside the BlueCard service area, the Member must submit a claim to obtain reimbursement. For institutional and professional claims, the Member should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the health care provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSND, the Blue Cross Blue Shield Global Core Service Center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com).

**6. RETROSPECTIVE DISCOUNT PAYMENT/PHARMACEUTICAL MANUFACTURER ADMINISTRATIVE FEES**

Regarding prescription medications or drugs purchased by Members under the terms of the Plan, the Company will pay the amount due to the pharmacy (or other prescription drug retailer) under the terms of the pharmacy provider participating agreement. The amount due to the pharmacy under the terms of the pharmacy provider participating agreement is that which is due at the time the prescription medication or drug is purchased by the Member. The amount due to the pharmacy under the pharmacy provider participating agreement is calculated without regard to any subsequent, retrospective manufacturer discount that may apply to the cost of the prescription medication or drug. The Plan Administrator acknowledges and agrees that, in some cases but not all, drug manufacturers may offer retrospective discounts to the Company on prescription medications and drugs purchased under the terms of the Plan. If a drug manufacturer makes a retrospective discount payment available, the Plan Administrator acknowledges and agrees that a portion of any such retrospective discount may be retained by an entity that performs manufacturer discount program services on behalf of the Company under the terms of this Agreement. The Plan Administrator further acknowledges and agrees that, when made available by the drug manufacturer, another portion of the retrospective discount payment is retained by the Company. The pharmaceutical manufacturer administrative fees are any amount paid by a pharmaceutical manufacturer for the administration of the formulary rebate program. In its sole discretion, the Company may periodically refund to the Plan all or part of any rebate payments or pharmaceutical manufacturer administrative fees received. The calculation of any refund rests in the sole discretion of the Company.

**7. TERMINATION**

7.1 This Agreement will automatically terminate without notice on the last day of the month in which the grace period expires if premiums are not paid within the grace period. In the event of termination for nonpayment of premiums, reinstatement of this Agreement will be at the sole discretion of and subject to conditions established by the Company. The Plan Administrator assumes any obligation to provide notice to all Subscribers regarding termination of this Agreement due to nonpayment of premiums.

- 7.2 This Agreement may be terminated by the Plan Administrator providing the Company with written notice of termination at least 31 days in advance of the requested date of termination. Termination will be effective on the last day of the month. If the requested date of termination is other than the last day of the month, termination will be effective the last day of the month of the requested date of termination.
- 7.3 In the event of a breach by either party, other than for nonpayment of premium, the other party may terminate this Agreement by written notice to the breaching party. The breaching party has 31 days to fully cure the breach. If the breach is not cured within 31 days after written notice, this Agreement will immediately terminate.
- 7.4 The Plan Administrator will have the right to terminate this Agreement if the Company has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Company's obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Plan Administrator, fails to take reasonable steps to cure the breach or end the violation.

If the Company fails to cure the material breach or end the violation after the Plan Administrator's notice, the Plan Administrator may terminate this Agreement by providing the Company written notice of termination setting forth the uncured material breach or violation serving as the basis for the termination and specifying the effective date of the termination.

- 7.5 The Company may decide to discontinue offering the Benefit Plan that is the subject of this Agreement, or all of its group health benefit plans including the Benefit Plan that is the subject of this Agreement, at any time. If the Benefit Plan that is the subject of this Agreement is discontinued, the Company will provide the Plan Administrator and Subscribers with at least 90 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice. The Plan Administrator will be given the option to purchase any other group health benefit plans currently offered by the Company in the market. If all group health benefit plans are discontinued including the Benefit Plan that is the subject of this Agreement, the Company will provide the Plan Administrator and Subscribers with at least 180 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice.

## 8. GENERAL PROVISIONS

- 8.1 The Plan Administrator agrees to furnish the Company with any information required by the Company for the purpose of enrollment. Any change affecting a Member's eligibility must be provided to the Company immediately, but in any event the Plan Administrator will notify the Company of any changes in a Member's eligibility within 31 days of the change. The Plan Administrator acknowledges and agrees that in the event there are premium payments made to the Company by the Plan Administrator based upon a failure by the Plan Administrator to notify the Company of any changes in enrollment or eligibility within 31 days of the change, the Company may retain any and all premium payments made by the Plan Administrator as consideration for the Company's administrative costs and burden incurred by said failure to notify the Company of the change.
- 8.2 The Plan Administrator acknowledges that the administration of the Benefit Plan that is the subject of this Agreement may be subject to regulation under federal and/or state law. The Plan Administrator agrees to furnish the Company with any and all information necessary to comply with any applicable federal and/or state laws and to certify that this information is accurate. If there are any changes in the employer contribution rate for benefits and services available under this Agreement, the Plan Administrator agrees that it is its obligation to provide information related to the change in contribution rates immediately to the Company.
- 8.3 The Plan Administrator agrees to abide by all underwriting requirements established by the Company as these underwriting requirements relate to, including but not limited to, rating factors, the minimum participation of eligible Members, minimum employer contributions, reporting employer contribution rates and provider network restrictions, as permitted and restricted under federal and/or state laws.

- 8.4 The Company will provide formal policy and procedure guidelines to the Plan Administrator for the conduct of external audits or reviews commissioned by the Plan Administrator. The Company shall cooperate with all external audit or review teams.

The Plan Administrator shall provide the Company with the scope and requirements of any audit or review prior to the commencement of the audit or review. If a sample of claims is required, the Company will provide the Plan Administrator with a statistically valid computerized sample of claims.

All audit or review findings shall be discussed with the Company upon discovery to allow further investigation or implementation of corrective action.

Subject to any other requirements related to the sharing of data and information as set forth in this Agreement, all Member records shall be kept confidential and considered proprietary. Such records shall be available for audit or review only after disclosure statements have been signed by the external audit or review team to ensure the information remains confidential and is utilized for the stated purpose only. If any records are removed from the Company's office for purposes of the audit or review, approval must be granted. All records will be subject to the minimum necessary requirements.

- 8.5 No change in this Agreement is valid unless approved by the President and Chief Executive Officer of BCBSND and a designated representative of the Plan Administrator.

- 8.6 Where federal law is not applicable, this Agreement shall be governed by and construed according to the laws of the state of North Dakota.

- 8.7 Any notice required under this Agreement shall be in writing and shall be effective when delivered in person or sent by certified mail to a party at its respective address.

- 8.8 The Plan Administrator hereby expressly acknowledges and understands that BCBSND is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCBSND to use the Blue Cross and Blue Shield Service Marks in the state of North Dakota, and that BCBSND is not contracting as an agent of the Association. The Plan Administrator further acknowledges and agrees this legal agreement was not entered into based upon representations by any person or entity other than BCBSND and that no person, entity, or organization other than BCBSND shall be held accountable or liable to the Plan Administrator for any of BCBSND's obligations to the Plan Administrator created under this agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSND other than those obligations created under other provisions of this agreement.

- 8.9 It shall be the sole responsibility of the Plan Administrator to distribute Certificates of Insurance to Subscribers of the Plan and to advise Members of their rights under ERISA, including, but not limited to claims appeals procedures. In the event a claim is paid due to the Certificate of Insurance not being distributed to the Subscriber, the Plan Administrator shall be liable for all such claims. The Certificate of Insurance is not the Summary Plan Description but contains some of the information that the Plan Administrator may deem essential for inclusion in the Summary Plan Description. The Plan Administrator has the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including the creation and distribution of a Summary Plan Description.

- 8.10 If the Plan Administrator has a digital or online version of the Certificate of Insurance available to its employees, the Plan Administrator agrees that it will not alter, modify or change the language of the Certificate of Insurance, and further agrees the Certificate of Insurance, attached as Exhibit A, will be the controlling document in the event of any conflict or liability that might arise as the result of any alterations, modifications or changes made by the Plan Administrator. In the event a claim is paid based on the Plan Administrator's digital or online Certificate of Insurance, the Plan Administrator is liable for all such claims. The Plan Administrator further agrees that no waiver of this agreement is valid unless in writing and approved by the Company.

- 8.11 The Company will prepare Summaries of Benefits and Coverage for distribution to applicants and Members by the Plan Administrator so that the Company, the Plan and the Plan Administrator may all satisfy related disclosure obligations under federal law. It shall be the sole responsibility of the Plan

Administrator to distribute the Summaries of Benefits and Coverage in accordance with federal law, and the Plan Administrator acknowledges and agrees that the Company will rely upon the Plan Administrator for compliance with the requirements for distribution of the Summaries of Benefits and Coverage to applicants and Members.

- 8.12 Upon the effective date of any final regulation or amendment to final regulations with respect to PHI, Standard Transactions, the security of health information or other aspects of the Health Insurance Portability and Accountability Act of 1996 applicable to this Agreement, this Agreement will automatically amend such that the obligations imposed on the Plan Sponsor, the Plan Administrator and the Company remain in compliance with such regulations, unless the Company elects to terminate this Agreement by providing the Plan Sponsor and the Plan Administrator notice of termination in accordance with this Agreement at least thirty-one (31) days before the effective date of such final regulation or amendment to final regulations.
- 8.13 When coverage under this Agreement is terminated, BCBSND will, within a reasonable period of time, issue a notification of termination of coverage to the Subscriber. Upon notification by the Subscriber of the ineligibility of a dependent, a notification of termination of coverage will be issued to the affected Member within a reasonable period of time. Termination notices may also be obtained from BCBSND upon request within 24 months after coverage is terminated.
- 8.14 The parties agree that nothing in this Agreement shall be construed as restricting the Plan Administrator or the Company from providing Health Care Provider specific cost or quality of care information or data through a consumer engagement tool or any other means, to referring Health Care Providers, a Plan Sponsor, Subscribers or Members, or individuals eligible to become Subscribers or Members of any Group Health Plan; electronically accessing deidentified claims and encounter information or data for each Subscriber or Member in a Group Health Plan or that has coverage through the Company, upon request and consistent with all applicable state and federal privacy regulations or directing that such data be shared with business associates of the Group Health Plan or the Company consistent with applicable state and federal privacy regulations. Nothing in this provision shall be construed as: 1) preventing Health Care Providers from placing reasonable restrictions on the public disclosure of the information as described; 2) permitting any modification or elimination of existing privacy protections and standards under state and federal law, or 3) limiting access by the Group Health Plan or the Company to data as permitted under applicable state and federal privacy regulations.
- 8.15 The parties agree that the Group Health Plan and the Company are each required to annually submit a Gag Clause Prohibition Compliance Attestation on behalf of the Group Health Plan, however, the Company agrees to submit this attestation on behalf of the Group Health Plan, which will satisfy the attestation submission requirement for the Group Health Plan.

**9. INDEMNIFICATION CLAUSE**

Each party agrees to indemnify and hold harmless the other party for all causes of action, suits, claims, judgments, settlements, liabilities, damages of any kind, penalties, losses, expenses, court costs and attorneys' fees resulting from or arising out of any duty under this Agreement, if the liability was the consequence of the actions of the indemnifying party.

**10. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**11. INCORPORATION STATEMENT**

The attached Certificate of Insurance is incorporated herein by reference.

**CITY OF FARGO**  
**GROUP HEALTH PLAN (PLAN ADMINISTRATOR)**  
225 4th Street North  
FARGO, ND 58102

**BLUE CROSS BLUE SHIELD OF NORTH DAKOTA\***  
4510 13TH AVENUE SOUTH  
FARGO, NORTH DAKOTA 58121

By: \_\_\_\_\_



Title: \_\_\_\_\_

Its President and CEO

Date: \_\_\_\_\_

January 24, 2025

**CITY OF FARGO**  
**(PLAN SPONSOR)**  
225 4th Street North  
FARGO, ND 58102

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Benefit Plan Agreement  
01/01/2025 – 12/31/2025  
253973

\*An Independent Licensee of the Blue Cross Blue Shield Association.

# Exhibit "A"

22

To: Board of City Commissioners  
From: Jill Minette, Director of Human Resources  
Re: City of Fargo Employment Policy Revision  
Date: February 26, 2025

The employment policy listed below has been reviewed and revised by Transit, Human Resources, City Administration, the City Attorney, the Civil Service Commission and the MATBUS Coordination Committee. The draft policy was also posted for all Transit employees to review and comment. The most significant draft changes are outlined below:

**Drug and Alcohol Policy - Federal Transit Administration (FTA) (400-008-B)**

- The Drug and Alcohol Policy – Federal Transit Administration Policy has been drafted using the FTA Policy Builder at the direction of the FTA. Additionally, applicable City of Fargo specific policy items were inserted into the draft policy. This policy is only applicable to the Transit employees.

**RECOMMENDED MOTION:** Approve the employment policy revisions effective as of the date listed on the policy.





**POLICY NUMBER 400-008-B**

**DRUG AND ALCOHOL POLICY – Federal Transit Administration (FTA)**

**Effective Date: January 2025**

**TABLE OF CONTENTS**

- I. Purpose of Policy
- II. Covered Employees
- III. Prohibited Behavior
- IV. Consequences for Violations
- V. Circumstances for Testing
- VI. Testing Procedures
- VII. Test Refusals
- VIII. Voluntary Self-Referral
- IX. Prescription Drug Use
- X. Confidentiality and Recordkeeping
- XI. Employee Assistance Program/Substance Abuse Professional
- XII. Contact Person
- XIII. Safety Sensitive Covered Positions - Transit

Appendix A

[Appendix B](#)

[Appendix C](#)

[Appendix D](#)

[Appendix E](#)

[Appendix F](#)

## I. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655. Adherence to the City of Fargo Drug and Alcohol Policy - FTA is a requirement of each Transit safety-sensitive employee and therefore is a condition of employment.

Portions of this policy are not FTA-mandated but reflect City of Fargo's policy. These additional provisions are identified by **bold and italics text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

***All City of Fargo employees are subject to the provisions of the Drug-Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify their supervisor (the designated employer representative) no later than five days after such conviction. The supervisor shall immediately notify the Drug and Alcohol Program Manager (DAPM) and Human Resources about the conviction.***

### **Notifying Transit of Criminal Drug or Alcohol Conviction**

*In accordance with the Drug-Free Workplace Act of 1988, any individual covered by this policy who is convicted of any criminal drug statute for a violation occurring on duty, on City*

*of Fargo premises or customer premises, while operating any fleet vehicle shall notify the Designated Employer Representative (DER) or the City of Fargo no later than five days after such conviction.* Pursuant to the Federal Drug-Free Workplace Act, the City of Fargo will notify the appropriate federal granting or contracting agency, if any, of the conviction within ten (10) days after receiving such notification. Within thirty (30) days after receiving notice from an individual covered by this policy of a drug-related conviction, the City of Fargo, at its sole discretion, will take appropriate personnel action against the individual up to and including termination, or require the individual to satisfactorily participate in a referral, evaluation and treatment program. Failure to comply with this provision shall result in disciplinary action, up to and including termination.

## **II. Covered Employees**

This policy applies to every person, including an applicant or transferee, who performs or will perform a “safety-sensitive function” as defined in Part 655, section 655.4. See Attachment A for a list of covered positions by job title.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver’s license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

### **Dissemination of this Policy [655.16]**

Each covered employee and representatives of employee organizations shall have a written copy of the City of Fargo policy.

### **Contractors**

Under FTA regulations, the requirements of this policy apply to recipients of FTA assistance as defined in 49 CFR Part 655, as well as other entities that provide mass transportation services or perform safety-sensitive functions for such recipients or entities, including sub-recipients, operators and contractors.

*"Contractors"* subject to the requirements of the regulations include persons or organizations that provide services for the above described "employer" consistent with a specific understanding or arrangement, which can be evidenced by a written agreement or an informal arrangement that reflects an ongoing relationship between the parties. As a result, the City of Fargo will ensure that any contractors who perform safety-sensitive

functions within the scope of this policy and the regulations certify their compliance with the requirements of 49 CFR Part 655.

### III. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

***No discipline will be taken against any on-call employee who acknowledges his/her violation of this prohibition, unless such conduct has the effect of making that employee repeatedly unavailable for duty.***

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

### IV. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol

concentration being less than 0.02.

## **Treatment/Discipline**

Per City of Fargo policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be disqualified from performing a safety-sensitive function, will be subject to discipline under City of Fargo disciplinary, and referred to the SAP.

### ***Applicants***

***An individual who tests positive on a pre-employment test for a prohibited drug will not be hired for a covered function. An applicant who completes the return-to-duty process on their own may be eligible for future employment***

### ***Other Consequences***

***The following consequences are imposed by the City of Fargo under independent authority.***

#### ***A. Termination of Employment***

- 1. City of Fargo will not guarantee reinstatement of an employee who has been removed from safety-sensitive functions after engaging in prohibited conduct, even when that employee is involved and cooperating in DOT's return-to-duty process. City of Fargo reserves the right to withhold a final decision regarding reinstatement until after results of a Return-to-Duty test have been received.***
- 2. An employee who engages in prohibited conduct a second time will be terminated from employment.***
- 3. An employee who tests positive for controlled substances or whose test indicates alcohol concentration of 0.04 or greater following a fatal accident will, be immediately removed from service, and, under the City's independent authority, will be terminated from employment.***
- 4. An employee who is convicted of driving under the influence of controlled substances and/or alcohol while on duty will be immediately terminated from employment.***

5. ***An employee who refuses to submit to required testing for alcohol and/or controlled substances will be considered to have voluntarily resigned.***
6. ***The services of any non-employee (a contract driver, or independent owner-operator) who engages in prohibited conduct will be immediately discontinued.***
7. ***An employee who provides two alcohol test results that are greater than 0.02 but below 0.04, and whose employment is not terminated as provided herein, will be terminated from employment if he/she refuses to be assessed by our EAP, or refuses to sign a release of information for the City to receive assessment results, or refuses to participate in or complete a program of rehabilitation or treatment recommended by the EAP counselor.***
8. ***When an employee has not reported to a scheduled SAP appointment or made an appointment within three working days after receiving the SAP's name and phone number, the City will no longer continue to hold the employee's position open and will consider the employee to have voluntarily resigned.***
9. ***If a SAP reports that an employee is not cooperating, or has dropped out of the program, the City will consider that the employee has voluntarily resigned and will take steps to replace the employee.***
10. ***When it is discovered that an employee provided false information regarding previous test results on pre-employment test, or when other information on the application has been falsified, the employee will be immediately terminated.***

**B. Suspended Status**

1. ***When an employee's alcohol test result is above 0.02 but less than 0.04, the employee will be removed from safety-sensitive functions for 24 hours. Under independent authority, the City considers this to be unpaid suspension.***
2. ***When an employee is using a prescription medication and provides no written notice or authorization from a licensed medical practitioner advising that the employee may continue to safely operate a Commercial Motor Vehicle while using the medication, city of Fargo reserves the right to place the employee on unpaid suspension until such information is received by the City's Safety Manager or Director of Human Resources, or until the medication is no longer required.***
3. ***An employee who is charged by any governmental authority with driving under the influence of controlled substances and/or alcohol while on duty will be place on unpaid suspension, pending resolution of the charge.***

**C. Employee Costs for Testing**

*The cost of a follow-up test, or a retest, as specified in this policy, is to be borne by the employee.*

**D. Additional Testing for Drugs and Alcohol**

*An employee will be required to submit to a non-DOT test for reasonable suspicion in those circumstances when the employee is suspected of drug or alcohol use, or has violated a work rule as stated elsewhere in the City of Fargo's policies, or is involved in or may have contributed to the cause of an accident, or causes injury to him/herself or to another person, when the circumstances related to that incident do not meet the requirements of a DOT test.*

**V. Circumstances for Testing**

**Pre-Employment Testing**

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

An employee may not transfer from a non-safety sensitive position to a safety-sensitive position until the employee takes an FTA pre-employment drug test with a verified negative result.

**Leave of Absences**

The City of Fargo chooses to keep employees on a leave of absence in the random testing pool. In the case of an extenuating circumstance the following applies:

In instances where an individual employment status has changed, (example: temporary layoff, leave of absence, lost time worker compensation claim, etc.) and the employee has been taken out of the random pool for 90 consecutive days, then a DOT pre-employment drug test with a verified negative result is required prior to performing a safety-sensitive task.

In instances where a person is on temporary leave, less than 30 days, (example: vacation, time off for sickness, jury duty, etc.) and the employee has not been taken out of the random pool, then a pre-employment test is not required prior to returning to a safety-sensitive position.

### **Reasonable Suspicion Testing**

All covered employees shall be subject to a drug and/or alcohol test when City of Fargo has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

***In any reasonable suspicion testing circumstance, a City of Fargo representative will transport the individual to an appropriate collection facility and await the completion of the collection procedure. The City of Fargo representative will then transport the individual back to City of Fargo's premises, where a spouse, family member or other individual will be contacted to transport the individual home. In the event no such individual is available, the City of Fargo will contact a taxi to transport the employee home. If the reasonable suspicion result is negative, the City of Fargo will reimburse the employee for the cost of the taxi. If the employee refuses to comply with any of these procedures and attempts to operate his/her own vehicle, the City of Fargo will take appropriate efforts to discourage him from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to discipline, up to and including termination of employment.***

***The City of Fargo will not take any disciplinary action against a covered employee based solely upon observations of the employee's behavior and appearance, with respect to***



*alcohol use, in the absence of an alcohol test, unless the employee has refused to submit to a requested test.*

*An employee who is required to submit to a controlled substance and/or alcohol test of this policy shall not be assigned to operate any City of Fargo vehicle and/or perform safety sensitive functions pending the outcome of such test. The City of Fargo may, at its option, assign such employee to available non-safety sensitive duties or place him/her on temporary suspension.*

*An employee whose controlled substance and/or alcohol test produces a negative result shall be promptly returned to his or her former work. Under no circumstances will an employee be made whole for any lost wages on a negative result if he or she is suspended for any additional purposes concurrently with the waiting of the outcome of his or her results. However, an employee not suspended for additional purposes shall be made whole for any lost wages on a negative result.*

*An employee whose alcohol or controlled substance confirmatory test produces a positive result shall not be made whole for any wages lost while suspended.*

A Reasonable Suspicion - Decision Maker Guide can be found in the appendices.

### **Post-Accident Testing**

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

#### **Fatal Accidents**

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Fargo using the best information available at the time of the decision, will be tested.

#### **Non-fatal Accidents**

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

1. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

2. One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
3. The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Fargo using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

### **Post Accident Decision Making**

The decision to administer or not administer a drug and alcohol post-accident test under this section shall be based upon the City of Fargo's determination, using the best information at the time of the accident. Such a decision must be documented in detail, including the decision-making process used to reach the decision to test or not to test. At the City of Fargo we will use the post-accident substance abuse testing decision maker, found in Appendix 2 to make our decision to test or not to test and to document the file.

A Post Accident - Decision Maker Guide can be found in the appendices.

### **Random Testing**

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed. Random testing will be conducted on all days when safety sensitive functions are performed to ensure testing is spread reasonably throughout the year.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at [www.transportation.gov/odapc/random-testing-rates](http://www.transportation.gov/odapc/random-testing-rates).

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random

number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

### **Return to Duty Testing**

The City of Fargo will decide, at its discretion, after reviewing SAP recommendation and employee treatment history, whether or not to return the employee to safety-sensitive work assignments. The SAP reports must be kept on file for five years.

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

### **Follow-up Testing**

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

### **Notification**

See Appendix C for notification of testing.

## **VI. Testing Procedures**

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

### **Dilute Urine Specimen**

If there is a negative dilute test result, City of Fargo will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

### **Split Specimen Test**

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Fargo guarantees that the split specimen test will be conducted in a timely fashion. The employee is responsible for the costs of the split specimen testing.

## **VII. Test Refusals**

As a covered employee, you have refused to test if you:

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Fargo.
2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
3. Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
4. In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
5. Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
6. Fail or decline to take a second drug test as directed by the collector or City of Fargo.
7. Fail to undergo a medical evaluation as required by the MRO or City of Fargo's Designated Employer Representative (DER).
8. Fail to cooperate with any part of the testing process.
9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed urine drug test.

10. Possess or wear a prosthetic or other device used to tamper with the collection process.
11. Admit to the adulteration or substitution of a specimen to the collector or MRO.
12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
13. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions and provided with contact information for SAPs.

## **VIII. Voluntary Self-Referral**

**Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to their Human Resources Manager, who will refer the individual to a substance abuse counselor for evaluation and treatment.**

**The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.**

**Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.**

***An employee who voluntarily (not in response to a City of Fargo request to take a controlled substance abuse/alcohol test or the positive result of a controlled substance abuse/alcohol test) admits to management that he or she has a controlled substance abuse/alcohol problem, and who wishes to submit to a Rehabilitation Program, must sign a release and agreement of rehabilitation, and will be subject to the following:***

- 1. *The employee shall be placed on unpaid medical leave until:***
  - a. *He or she presents evidence of having enrolled in and successfully completed at his or her own expense, a rehabilitation program approved by the City of Fargo, and:***
  - b. *He or she submits to a return to duty-controlled substance and alcohol test at his or her own expense which produces a negative result, and:***



records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for the records other than those specifically requested. Employees are prohibited from accessing certain records such as testing plans and SAP provided follow-up testing plans.

## **XI. EMPLOYEE ASSISTANCE PROGRAM/SUBSTANCE ABUSE PROFESSIONAL**

### **A. Employee Education**

The City of Fargo will provide employees subject to this policy with education materials explaining the requirements of the Federal Transit Administration drug and alcohol regulations and the City of Fargo policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management. This information will include the following:

- Display and distribution of information material
- Display and distribution of a community service hot-line telephone number for employee assistance.

Covered employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety and the work environment and on the signs and symptoms which may indicate prohibited drug use.

Copies of the above materials and this policy will be distributed to each covered employee prior to the start of alcohol and drug testing required herein and to each employee subsequently hired or transferred into a position requiring the performance of a safety-sensitive function covered by this policy. Each employee who receives a copy of these materials will be required to sign a statement certifying that he or she has received a copy of the same. The City of Fargo will retain the original of the signed certificate and will provide a copy to the employee, if requested. The City of Fargo will also provide written notice to representatives of employee organizations as to the availability of this information, if applicable.

Any questions about the requirements of this policy should be directed to the program contact individual listed.

## **Supervisory Training**

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and prohibited drug use.

## **B. Referral, Evaluation and Treatment**

Procedures for referral of covered employees, including applicants, with a positive test result or an alcohol concentration of 0.04 or greater [49 CFR Part 40] & [655.62].

### **1. Available Resources**

Any employee who engages in conduct prohibited by this policy will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

### **2. Substance Abuse Evaluation**

*Although an employee's employment with the City of Fargo may be terminated for a violation of this policy, employees will be advised to undergo an evaluation by an appropriate substance abuse professional, who will determine what, if any, assistance the employee may need in resolving problems associated with alcohol misuse and/or prohibited drug use. This requirement will apply regardless of whether such conduct is discovered as a result of a positive drug or alcohol test, independent employer knowledge or a voluntary admission by the employee. The referral, evaluation and rehabilitation requirements outlined above do not apply to applicants who refuse to submit to or test positive in a pre-employment drug test.*

## **XII. Contact Person**

For questions about City of Fargo's anti-drug and alcohol misuse program, contact Luke Lindberg, Safety Manager and Drug and Alcohol Program Manager (DAPM).

## **XIII. Safety Sensitive Covered Positions - Transit**

### **Safety Sensitive - Maintenance**

Equipment Technician I



Equipment Technician II  
Equipment Technician III  
Inventory Purchasing Supervisor  
Inventory Purchasing Agent  
Maintenance Technician I  
Maintenance Technician II  
Maintenance Technician III  
Fleet Services Attendant  
Fleet Services Attendant Lead  
Transit Intern

**Safety Sensitive Dispatch**  
Fixed Route Dispatcher

**Original Approval Date: 06/99**

**Original Issue Date: 06/99**

**Revision Effective Dates: 9/06, 11/09, 7/12, 05/18**

**APPENDIX A:**

**City of Fargo Contact, Lab, Collection site and MRO Information**

**(note: Contractor for Transit Services may have different information; this will be outlined in their Drug & Alcohol Program)**

Employee Contact: Luke Lindberg  
Safety Manager  
701-241-1509  
701-730-8878

Collection Site: Essentia Health  
1100 19<sup>th</sup> Ave. N.  
Fargo, ND 58102  
701-364-5757

Laboratory: MedTox Laboratories  
402 W County Road D  
St. Paul, MN 55112  
800-832-3244

Secondary Laboratory: LabOne  
10101 Renner Blvd  
Lenexa, KS 66219  
800-728-4064

MRO: Dr. Fernando Proano  
Advanced Drug Testing  
1502 13th Ave West, Suite 201  
Williston, ND 58801-3825  
Phone: 701-577-0498  
Fax: 701-577-0708  
Toll Free: 877-537-7588

SAP #1: Dina Goodman  
600 22nd Avenue NW Suite 4  
Minot, ND 58703  
(701) 852-3869  
Website: <https://www.goodmanaddictionservices.com/>

SAP #2: Victoria Hart Anderson  
819 30th Ave. S. Ste. 206A  
Moorhead, MN 56560  
(320) 403-1784

SAP #3: The Village Employee Assistance Program provides SAP Network  
1201 25th Street South  
Fargo, ND 58103  
1-800-627-8220

Drug and Alcohol Abuse Help Lines  
VBI: City of Fargo EAP provider 1-800-627-8220

Alcoholics Anonymous: 701-235-7335

Narcotics Anonymous: 701-234-9330

**APPENDIX B:**

**Post Rehabilitation Return to Work Agreement**

1. I understand that my previous job performance warrants close supervision for an extended period of time upon my return to work and I will accept such supervision as a constructive part of my recovery.
2. I understand that upon my return to work, I must meet all established standards of conduct and job performance and that I will be subject to the City's disciplinary schedule for any failure to meet those standards.
3. I understand that I will be subject to random controlled substance testing as set by my Substance Abuse Professional. The City will not pay the cost of such follow-up testing.
4. I agree that I shall cooperate fully with all requests concerning controlled substance and alcohol testing. Failure to do so will result in disciplinary action.

I understand and agree that my leave of absence, reinstatement, and continued employment are contingent upon satisfying all of the above rules and conditions of employment and that my failure to do so subjects me to discipline, up to and including termination.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Supervisor \_\_\_\_\_

DAPM \_\_\_\_\_

**APPENDIX C:**

**NOTIFICATION OF TESTING**

The drug and alcohol testing conducted under this policy is required by Federal Transit Administration regulations (49 CFR Part 655 & US DOT Regulation 49 CFR Part 40). A verified positive result in and/or the failure or refusal to submit to this test will disqualify you from the performance of safety-sensitive functions of the City of Fargo Transit and may subject you to such other action as outlined by the City of Fargo policy.

**APPENDIX D:**

**FTA Post-Accident Drug and Alcohol Testing Decision Making Form**

Note: Accident does not necessarily mean collision. If an individual falls on a vehicle and needs to be taken to the hospital, an accident has occurred, and a post-accident test is required unless the driver can be discounted as a contributing factor. (Spring 1996, FTA D & A Updates, p. 5)

The Federal Transit Administration (FTA) drug and alcohol testing regulation (49 CFR Part 655) requires that safety-sensitive employees involved in a public transportation vehicle accident (as defined at 655.4 & 655.44) submit to tests for alcohol misuse and prohibited drug use as soon as possible following the accident. Part 655 also requires the testing of any other safety-sensitive employee whose performance could have contributed to the accident, as determined by the employer at the scene using the best information available at the time of the decision.

Accident Information:

Date of Accident: \_\_\_\_\_ Time of Accident: \_\_\_\_\_ AM/PM

Employee Name: \_\_\_\_\_ Employee ID/SSN: \_\_\_\_\_

Decision Questions:

- Was there a fatality?  
 \_\_\_\_\_ YES (FTA drug and alcohol tests are REQUIRED) \_\_\_\_\_ NO
- If there was NO fatality, answer the following questions:
  1. Has any individual suffered a bodily injury and immediately received medical treatment away from the scene of the accident? \_\_\_\_\_ YES \_\_\_\_\_ NO
  2. Was there any disabling damage to any vehicle involved in the accident, requiring the vehicle to be towed away from the scene? \_\_\_\_\_ YES \_\_\_\_\_ NO
  3. Was the vehicle (if rail car, trolley car, trolley bus, or vessel) removed from operation? Was there disabling damage to any of the involved vehicles? \_\_\_\_\_ YES \_\_\_\_\_ NO

Disabling damage means damage which precludes the departure of any vehicle from leaving the scene of the occurrence in its usual manner in daylight after simple repairs; or damage to any vehicle that could have been operated but which would have further damaged the vehicle if so operated. Disabling damage does not include damage that could be remedied temporarily at the scene of the occurrence without special tools or parts; tire disablement even if no spare tire is available; or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

If you answered yes to any of these three questions, can you completely discount the performance of the operator of the public transportation vehicle as a contributing factor to the accident?

NO (FTA drug and alcohol tests are REQUIRED)

YES, Explain: \_\_\_\_\_

\_\_\_\_\_  
(If you answered YES, FTA drug and alcohol tests are PROHIBITED)

- Other than the operator, could the performance of any other safety-sensitive employee have contributed to the accident, using the best information available?

NO

YES, Explain: \_\_\_\_\_

\_\_\_\_\_  
(If YES, make arrangements to immediately post-accident test that employee)

Did You Decide to Perform a Drug or Alcohol Test?

\_\_\_\_\_ YES (Complete page 2 of this form)      \_\_\_\_\_ NO (No further action required)

Time of Decision to Conduct a DOT/FTA Post-Accident Test: \_\_\_\_\_ AM/PM

Testing Information:

Collection Site Location: \_\_\_\_\_ Time Arrived: \_\_\_\_\_ AM/PM

1. Was the alcohol test performed within 2 hours of the time of the accident?

YES \_\_\_\_\_

NO, \_\_\_\_\_ Explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Was the alcohol test performed within 8 hours of the time of the accident?

YES \_\_\_\_\_

NO, \_\_\_\_\_ Explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.

3. Was the drug test performed within 32 hours of the time of the accident?

YES \_\_\_\_\_

NO, \_\_\_\_\_ Explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If the drug test is not conducted within 32 hours cease all efforts to administer the test.

The above documentation was provided by:

Supervisor Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **APPENDIX E:**

### **MINIMUM ANNUAL PERCENTAGES FOR RANDOM DRUG AND ALCOHOL TESTING**

The annual random testing rates for drugs and alcohol are determined separately based on the industry wide positive rate for the preceding two-consecutive year period based on annual MIS reports submitted by covered employers and in accordance with 49 CFR Part 655. Rates for future years will be announced each year with the rates dependent on industry-wide experience rates. If changes occur, they will be noted in this section.

#### Drugs

The annual percentage of covered employees that need to be tested on an annual basis is 50%.

#### Alcohol

The annual percentage of covered employees that need to be tested on an annual basis is 10%. (The 10% annual percentage of covered employees that need to be tested is a change and a reduction from 25%. The change occurred on 1/6/1998, Federal Register vol. 63, No. 3, page 418 & 419).

**APPENDIX F:**

**City of Fargo**

**Reasonable Suspicion Determination Report**

Employee Name: \_\_\_\_\_ Employee ID/SSN: \_\_\_\_\_

Date/Time of Observation: \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_\_ AM/PM \_\_\_\_\_

Date/Time of Determination to Test: \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_\_ AM/PM \_\_\_\_\_

**Observed Indicators of Prohibited Drug Use/Alcohol Misuse**

*Reasonable Suspicion determinations must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the safety-sensitive employee.*

*Check all indicators observed:*

**Physical Indicators**

- Bloodshot or watery eyes
- Flushed or very pale complexion
- Extensive sweating/skin clamminess
- Dilated or constricted pupils
- Disheveled clothing/unkept grooming
- Unfocused, blank stare
- Runny or bleeding nose
- Jerky eye movement
- Body odor

**Behavioral Indicators**

- Fidgety/agitated
- Irregular breathing
- Nausea/vomiting
- Slow reactions
- Unstable walking
- Poor coordination
- Hand tremors
- Suspicious, paranoid
- Depressed, withdrawn
- Lackadaisical attitude
- Irritable, moody
- Extreme fatigue

**Speech Indicators**

- Slurred or slowed speech
- Loud, boisterous
- Incoherent, nonsensical
- Repetitious, rambling
- Rapid, pressured
- Excessive talkativeness
- Exaggerated enunciation
- Cursing, inappropriate speech
- Inability to concentrate
- Impulsive, unusual risk-taking
- Delayed decision-making
- Reduced alertness

**Written Summary**

*Summarize the facts and circumstances surrounding the incident. Attach additional sheets as needed.*

---

---

---

---

---

---

---

---

**Testing Information:**

Collection Site Location: \_\_\_\_\_ Time Arrived: \_\_\_\_\_ AM/PM

1. Was the alcohol test performed within 2 hours of the reasonable suspicion determination?

YES \_\_\_\_\_

NO, \_\_\_\_\_ Explain: \_\_\_\_\_

---

---

---

2. Was the alcohol test performed within 8 hours of the reasonable suspicion determination?

YES \_\_\_\_\_

NO, \_\_\_\_\_ Explain: \_\_\_\_\_

---

---

---

If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.

*The above documentation of the observed physical, behavioral, and performance indicators of the named employee was provided by:*

Supervisor Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PLANNING & DEVELOPMENT**

**FARGO CITY HALL**  
225 4th Street North  
Fargo, ND 58102  
Office: 701.241.1474 | Fax: 701.241.1526  
Email: [Planning@FargoND.gov](mailto:Planning@FargoND.gov)  
[FargoND.gov](http://FargoND.gov)

23

MEMORANDUM

**TO:** CITY COMMISSION  
**FROM:** NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*  
MAEGIN ELSHAUG, PLANNING COORDINATOR  
**DATE:** FEBRUARY 26, 2025  
**RE:** RIPPLES OF IMPACT – FINAL DOCUMENT

The Planning Department staff with consultants Reach Partners and the Arts and Culture Commission as advisory, prepared a 10-year review of the City’s public arts program. Much of this work was under the advisory support of the City’s Arts and Culture Commission. This report, known as *ROI: Ripples of Impact* is finalized and was recently reviewed by the Arts and Culture Commission and the City Commission at a joint informational meeting on February 10, 2025. The final document shares the work of the last 10 years of the Arts and Culture Commission and public arts program through quantitative and qualitative data detailing the City’s public arts projects and investment into public arts, Artist Case Studies – highlighting the artists, their work and projects’ effects on the community. A comprehensive project directory was also created.

A final draft version can be found at the [City of Fargo website](#). This will be used to shape public communications about this work over the course of 2025.

Recommendation:

Receive and file of the ROI: Ripples of Impact document.





24

# FARGO POLICE DEPARTMENT

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

*OFFICE OF THE CHIEF*

## MEMORANDUM

**COPY**

**To:** City Commissioners  
**From:** Chief David B. Zibolski  
**Date:** February 27, 2025  
**RE:** Agreement between the City of Fargo and BALCO, Uniform, Co. for uniform and equipment services

Dear Commissioners,

A Request for Proposal (RFP) for employee uniforms and equipment for the Fargo Police Department was posted on November 6, 2024, and the Fargo City Commission awarded the contract to BALCO Uniform Company on December 23, 2024.

City Attorney Nancy Morris has drafted a formal agreement between the City of Fargo and BALCO, which is now submitted for your approval. The agreement will be effective for an initial two-year term, with the option to renew annually for up to three additional years. Funding for this contract is included in the 2025 Police Department budget.

**Recommended Motion:** Approve the formal agreement between the City of Fargo and BALCO Uniform Co. for the provision of uniforms and equipment for the Fargo Police Department, with an initial two-year term and the option to renew for up to three additional one-year periods.

Sincerely,

David B. Zibolski  
Chief of Police

## Police Department Service Uniforms and Equipment Agreement

This Agreement (the "Agreement," which includes all attached schedules is entered into by and between the city of Fargo, a North Dakota municipal corporation ("City"), and BALCO Uniform Co., Inc., a North Dakota corporation ("Vendor"), having a principal place of business 200 Northstar Lane, Bozeman, MT 59718 (each a "Party" and collectively, the "Parties").

### 1. TERM

The term of this Agreement will be two (2) years from the Effective Date. The City of Fargo reserves the right to execute the option to renew for a period of up to three (3) additional one (1) year renewals. A price adjustment may be considered on the anniversary date each contract year.

### 2. STATEMENT OF WORK

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids or proposals. The Request for Proposal (RFP) describes the specific scope of services for a particular project. Attachment B. Any services provided by the Vendor under this agreement are referred to as "Services." Attachment C.

### 3. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

### 4. COMPENSATION

Negotiated Rate Sheet ("Rate Sheet") for the current Agreement is attached as Attachment B. Vendor shall not charge, and the City will not pay, for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to: Sara Fix at [SFix@FargoND.gov](mailto:SFix@FargoND.gov). Please use Reference number RFP25004 on each invoice.

### 5. OWNERSHIP OF DOCUMENTS

Vendors work product reimbursed by the City, including all data, documents, results, ideas. developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

### 6. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a

partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

**7. NO CONFLICTS OF INTEREST**

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement. If a conflict of interest arises or appears to arise during the term of this Agreement, Vendor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

**8. CONFIDENTIALITY**

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

**9. INDEMNIFICATION**

Vendor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

**10. FORCE MAJEURE**

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder 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, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock outs, and changes in laws, statutes, regulations, or ordinances.

11. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

12. GOVERNING LAW

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

13. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

14. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

15. TERMINATION

This Agreement may be terminated by either party upon sixty days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such sixty-day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

16. 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.

Dated this 17th day of Feb., 2025.

BALCO Uniform Co., Inc., a North Dakota corporation

A handwritten signature in black ink, appearing to read "Jake Liudahl", is written over a horizontal line.

By: Jake Liudahl

Its President



Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

City of Fargo, a North Dakota municipal  
corporation

---

Timothy J. Mahoney, M.D., Mayor

Attest:

---

Steven Sprague, City Auditor

# Attachment "B"



## Police Department Service Uniforms and Equipment

**REQUEST FOR PROPOSAL**

**RFP25004**

**RFP CLOSE:** November 26<sup>th</sup>, 2024, at 2:00 PM CST

# Attachment "B"

## CITY OF FARGO REQUEST FOR PROPOSAL:

### Service Uniforms Police Department

The City of Fargo is requesting proposals from qualified vendors to provide service uniforms, duty equipment, and accessories for the Fargo Police Department. The uniforms and equipment will be ordered on an as needed basis, and the quantities provided are for estimate purposes only.

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

Proposals will be received until 2:00 P.M. Central Standard Time on **Tuesday, November 26<sup>th</sup>, 2024.**

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

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

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

#### Project Contact Information

**Sara Fix**

Quartermaster

Office: 701.241.1347

[SFix@FargoND.gov](mailto:SFix@FargoND.gov)

#### TENTATIVE SCHEDULE

Schedule Item	Date
RFP Posted	November 6, 2024
Questions Due	November 15, 2024 – 2PM CST
Proposals	November 26, 2024
Commission Approval	December 2024
Contract initiation date	January 1 <sup>st</sup> , 2025

**This RFP will include approximately 195 employees that the Fargo Police Department currently employs.**

# Attachment "B"

## **GENERAL SPECIFICATIONS**

Successful vendor must provide sales and embroidery services. Turnaround time on in-stock popular sizes shall be no more than 10 days from the date of order. Turnaround time on all other uniform items shall be 25 business days or less.

Bids for equivalent brands to the ones indicated in the specifications may be submitted, but bidders must provide documentation clearly indicating the brand, model, color and technical specifications supporting the proposed equivalent product's ability to meet our stated minimum requirements. Bidders shall be willing to provide samples for each item.

All items will be new and first quality as to construction, workmanship, and appearance.

## **SERVICE REQUIRMENTS**

It is the intent of the City to outfit each Officer with a wardrobe of the brands specified in Specifications to maintain uniformity, standardization, and quality appearance. All garment care will be as recommended by the manufacturer. The vendor shall-

- A. Have the ability to design artwork files; design and supply the city with electronic, readable, transferrable copies of all graphic files including dimensions for the original, functional artwork upon request and without hesitation or modification.
- B. Have the ability to sew on patches, hem pants and small alterations for new uniform orders.
- C. Manage a database or record-keeping system to maintain all sizing profiles for all officers. The database/record-keeping system shall include the required alterations to assist in expediting the delivery of future replacement garments.

NOTE: City will work with Vendor on garment information. This includes the sizing, font, color, nametags, artwork, and layout of uniform shirts.

- D. Have an online store option that employees can log into to view and order.

## **EMBROIDERY SERVICES**

The Vendor shall have the facilities capable of performing embroidery services as required. The thread colors of the embroidered logos or designs must match the files provided by the City.

The Vendor shall provide a drawing of the item with size charts for each item.

## **BACKORDERS**

Vendor shall-

- A. Make every attempt to locate products and provide details of their attempts to resolve backorder issues to City personnel within 24 hours of notice from manufacturer to Contractor of backordered items.
- B. Give an updated estimated delivery date on any backordered item.
- C. Provide a monthly report of all back-ordered product/items to the City's designated contacts for the Police Departments.

# Attachment "B"

## **ONLINE STORE**

Vendor shall offer an online store specifically for the City of Fargo. Please detail specifics on what is offered within the online store. (Punchout system, ordering, tracking and/or purchase history)

## **DESIGNATED CONTACT PERSON**

To maintain consistent standards of quality work across the City, the vendor must provide a point of contact (POC) throughout the duration of the contract. This POC may be invited to attend periodically held meetings at the Fargo Police Department to ensure appropriate contract management.

## **RETURNS**

Any item found to be defective, improperly sized, or not in accordance with specifications, although accepted through oversight or otherwise, shall be replaced or altered and shipped at the expense of the vendor. \*\*Custom orders furnished in accordance with specifications shall not be subject to this return provision.\*\*

## **PAYMENT**

The City of Fargo will remit payment within 30 days of receipt of the invoice. Vendor must include reference number (RFP25003) on invoice.

## **CONTRACT**

The initial term of this contract shall be for two (2) years, with the first year commencing on January 1<sup>st</sup>, 2025, and expiring December 31<sup>st</sup>, 2026. The City and Vendor may enter into up to three (3) additional one (1) year renewal options. Contract prices shall remain firm throughout each year. A price adjustment may be considered on the anniversary date each contract year.

## **PROPOSAL RESPONSE REQUIREMENTS**

The proposal shall include the following information:

**Vendor Information Page:** Company Name, Address, and Contact. *Page included at end of RFP*

### **Customer Service Solution and Timeline:**

Define in detail your understanding of the requirement presented within this RFP. Provide all details as required and any additional information you deem necessary to evaluate.

- Describe your lead time and delivery times.
- Describe your record-keeping for maintaining all Police staff sizing profiles, alterations, and measurements taken.
- Define return policy.
- Provide information on bulk ordering.
- Provide information on individual online accounts with allotted amounts.
- Shipping methods.

# Attachment "B"

## Company Work Experience and Personnel:

- **Prior Experience:** State the number of years your company has been providing services similar to this solicitation or to the City of Fargo. Describe only relevant municipal experience for the company and personnel who will be actively engaged in the project. Supply supporting documentation.
- **Personnel:** Include names and qualifications of all personnel who will be assigned to the City of Fargo's account. State the primary work assigned to each person. Identify key people by name and job title.

## Cost Proposal:

Information described in the following section is required from each vendor. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

- Itemized cost of garments – this shall include any delivery fees, charges, etc.
- Itemized cost of services – this shall include any delivery fees, charges, etc.
- Other itemized cost for additional services offered.
- Utilize Fargo Excel worksheet and Vendor Cost Proposal if more clarifications are needed.

**References:** Must submit at least three (3) references of organizations that your company has provided this solution. Include:

- Organization/company name, email address, contact person and phone numbers.
- Description of services provided.

## EVALUATION

All Proposals received on time will be opened, in a non-public setting. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive Proposals may be rejected.

The City will then evaluate the Proposals in accordance with the criteria listed below.

Customer Service Solution & Timeline	30%
Company Work Experience	30%
Cost	30%
References	10%

---

**Total 100%**

## Attachment "B"

### **Evaluation Method**

- A. Primary Evaluation: An evaluation committee will be used to evaluate specific submittal forms and participate in the demonstration process. The evaluation committee individuals may, or may not, have technical expertise with this particular type of project or service, therefore, it is important that Responders prepare proposals with that in mind.
- B. In its evaluation, the City may investigate the qualifications of a vendor under consideration, require confirmation of information furnished by the vendor, and require the vendor to provide additional information or evidence of qualifications for the Services described in this RFP.
- C. The City may, at its sole discretion, elect to have respondents provide oral presentations of their proposal.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

# Attachment "B"

**Vendor Information**  
**Police Department Service Uniforms and Equipment**  
**Fargo Police Department**  
**Fargo, North Dakota**

Company Name: BALCO Uniform Co.

Company Address: 200 Northstar Lane

Bozeman, MT 59718

Company Contact: Jake Liudahl

Email: jake@balcouniform.com

Phone: 406-624-0010

Authorized Agent Signature: 

Printed Name: Jake Liudahl

Title: Owner/President

Date: 01/01/25

\*Please submit this Vendor Information page when responding to the RFP.



## Attachment "C"



**Proposal for City of Fargo Police Department Service Uniforms and Equipment**

**RFP25004**

Submitted by:

BALCO Uniform Co. Inc.

200 Northstar Lane

Bozeman, MT 59718

Owners: Jake & Shawna Liudahl

Toll Free: 1-800-544-1270

Local: 406-624-0010

BALCO Uniform was opened in 1990 by Bruce and Marti Liudahl in Williston, ND. The store was purchased by their son Jake and his wife Shawna in 2004. Ten years later they opened a second store in Bozeman, MT as the Williston Oil Boom resulted in increased commercial rents (from \$1000/mo. to \$7000/mo.) all the inventory and some staff were relocated to Montana. BALCO still has a large customer base in North Dakota as Jake and Shawna continue to travel the area with semi-annual sales trips. As we enter the 35<sup>th</sup> year of business in Law Enforcement uniforms and equipment, we are excited about the opportunity to work with the Fargo Police Department.

## Attachment "C"

### General Specifications

After 35 years in business, we already sell most of the brands specified by this bid. We will have a few substitutions but feel that those are not only a good substitute, but even an upgrade. Blauer and Armor Express are two of the brands that we are very close with and expect to see smooth transitions to BALCO from your current supplier. Turnaround on Blauer is typically 10 days, embroidery or emblem application may add a few more. Body armor with Armor Express is running around 2 ½ to 3 months right now but can be faster based on their manufacturing.

### Service Requirements

BALCO Uniform is a fully staffed with seamstresses and embroidery services. Standard uniform customizations include sewing on patches, hemming, striping pants, and changing out eps and flaps. We can create vector artwork if needed, but we use .dst files for our embroidery machines. We also heatpress vinyl for things like POLICE on the back of an external carrier or the drop-down panels of a jacket. We are willing to work with your Quartermaster to create or redesign the database of sizing profiles for officers.

### Embroidery Services

We take great pride in our embroidery services. We rarely mass produce embroidery, instead we create each piece from beginning to end. We clean the front and the back upon completing so the design is free from defects and comfortable next to the body. You can email current designs to us along with any placement, size, or color instructions and we will be able to reproduce the look. We use Floriani poly thread and Brother machines.

### Backorders

Backorders are inevitable as we find ourselves waiting for factories to deliver. There are many reasons for delays but most of our factories are good at estimating

## Attachment "C"

the date of arrival. We will work with your Quartermaster to see if waiting or substituting is the best option.

### Online Store

We have already created a simple online store for Fargo PD. It can be expanded with more privacy and the ability to give officers an allowance. The current page is set up as a "shop by department" page where we list the most popular items purchased and make it easy to add to the cart. Uniform items have a subitem area where you can add hemming or apply emblems. Once logged into our website, the Quartermaster will find that all our prices adjust to the contract pricing. There is also an area to review backorders and see past invoices. If you choose to set up allowances for individual officers, there will need to be one person in charge of setting up everyone with allowance amount, anniversary roll-overs, usernames, and passwords. When new officers are hired the person will set them up. When officers leave, they will need to be removed. The main Fargo PD account will be the "Parent account" and the officers would have "Child accounts". The Child accounts can charge to the parent account until their allowance is gone.

### Designated Contact Persons

Sales can be done on-line, over the phone, and via email. Here is a list of the folks you'll need to know.

Jake Liudahl – Owner/President – Sales and Computer systems

Shawna Liudahl – Owner/Vice President – Shipping, Backorders, and returns

Neva Delp – National Sales Rep – On-line orders

Anna Eaton – Bookkeeper – Acct. Payable/Receivable and credits

Beth Kammerman – Inside Sales – Telephone sales, and showroom sales

# Attachment "C"

## Return Policy

If an item has been altered or customized, it is not returnable. Items can be returned in new condition with tags and marketing materials still intact within 14 days of receipt. It's also requested that a return form be included with the item:



### RETURN AND EXCHANGE PROCEDURE

Toll free: 1-800-544-1270

An RMA # is required on ALL returns from government or business customers.

*If an item has been altered, it is non-returnable. Alterations include but are not limited to: hemming, striping, shirt zippers, changing pocket flap or epaulet color, & applied patches. Returnable items must have tags attached and still in new condition. Washed items are not returnable. Footwear must have the original box and tags and can not be returned if they have been worn outside or used to the point of no longer looking new. If you would like to return or exchange your product, please return the new item with tags still attached back to BALCO within 14 days of receipt.*

#### 1) Please complete the following information.

Date: \_\_\_\_\_  
Sales Order # \_\_\_\_\_ (find in upper right corner of BALCO's paperwork)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Dept.: \_\_\_\_\_

#### 2) Reason for return: (circle one)

*Too Small                      Changed mind                      Wrong Item                      Defective (specify problem)*  
*Too Large                      Quality / Value                      Damaged                      Other (please comment)*

#### 3) Account Action: (circle one)

*Credit Account                      Refund                      Exchange for: \_\_\_\_\_*

#### 4) Call BALCO Uniform for an RMA# (Return Merchandise Authorization)

Toll free: 1-800-544-1270

Assigned RMA#: \_\_\_\_\_

Your FEDEX or UPS Account # \_\_\_\_\_

#### 5) Enclose this form and return to:

**BALCO UNIFORM CO. INC.**  
Attn: Returns  
200 Northstar Lane  
Bozeman, MT 59718

## Attachment "C"

### Customer Service Solution and Timeline

BALCO Uniform will do our absolute best to try and meet the timelines specified on the bid, (10 days for most common items, 25 days or less for other items). Orders placed on-line are quicker than emailed or phone orders. We will begin to learn the agencies purchasing habits and stock your most common items and sizes. Items not in stock at our 6,500 sq/ft warehouse will be purchased from the manufacturer within 3 days of your order. The factory will either drop ship the product straight to Fargo PD or it will come to BALCO for customizations. Our turnaround on emblem application and hemming is usually 1 or 2 days. Embroidery is usually 1-2 weeks out. BALCO's commitment to customer service begins with a group of well-trained sales personnel who are available Mon-Friday 9-5 MST. We answer the phone. We answer our emails. We will never use a call center in some other country. We also promote made in the USA products as much as possible.

Record keeping is connected to order history in our backoffice system as well as our on-line platform. Our orders have a Reference Line where we will often put the officers name to make it easier to find an order from the past. We also put officer's names on the tag of a garment so it's easy to separate when the box arrives. Individual accounts can be customized with information like height, weight, neck, sleeve, shoe sizes, etc... but we have found that everything doesn't fit the same and these charts can be unreliable. We don't typically track every officer's size, but we can look up what they got last time. If an officer gains or loses weight, maybe didn't like the way something fit last time, we can't be responsible for knowing what size they need the next time. Again, we are willing to work with any current system that Fargo PD feels works. An excel spreadsheet is always easy too.

Shipping costs are continually rising as I just received a notice from UPS preparing us for a 5.9% increase in January 2025. This bid is being submitted with the assumption that we **will be** charging shipping. I would like to give you the option to have these prices 4% higher and receive free shipping. If you choose to stay with the lower pricing, we will do our best to combine orders to save the department money. When you receive a box of combined orders, the items will be separated within the box by order and each order will have a picking list so you

## Attachment "C"

can tell what items and from which orders have arrived. We typically ship via UPS or the US Postal Service.

### Prior Experience

The Bureau of Indian Affairs Uniform and Equipment contract ran for 5 years from 2010-2015 and it was the largest contract we had ever serviced. It included BIA Police Departments across the country, outfitting every position from Chief to Detention Officer and Dispatcher.

The NASPO body armor contract is based out of the state of Colorado, but we are a dealer for the states of Montana, Wyoming, North and South Dakota. The armor we represent on the contract is Safariland and Armor Express. We supply close to 85% of the state of ND's body armor through NASPO including the ND Highway Patrol

Pennington County Sheriff's Office in Rapid City South Dakota was left without a store when Galls bought out Neve's then closed their stores throughout the state. No longer having a local supplier, and not interested in staying with Galls, PCSO found BALCO Uniform and has become one of our best customers. They have one quartermaster who does all their purchasing on our Shop by Department website. We have created multiple pages for all the different positions and uniforms used throughout their large agency.

Montana Fish, Wildlife, and Parks uses our Parent/Child allowance feature on our website to give a yearly stipend to their Rangers. They buy a combination of items on contract like their shirts and jackets, as well as the boots of their choice and custom pressed t-shirts specific to their agency.

North Dakota State Parks has a contract with BALCO Uniform that is being extended for another year. On-line accounts are set up for each park and we supply all their uniforms and customize everything with the State Park logo. Rangers also get body armor and use our on-line sizing form for measuring every 5 years.

Grand Forks PD, Williston PD, Devils Lake PD, Minot PD, Bismarck PD, Dickinson PD, and the list goes on have all been great customers for many years and we'd be happy to give you the names of those we work with at each.

## Attachment "C"

### References

North Dakota Highway Patrol – Doug Hoopman manages contracts and places orders while managing the HP warehouse

[dhoopman@nd.gov](mailto:dhoopman@nd.gov)

701-328-1688

Dickinson Police Department – Darnyl Malkowski – Exec. Asst. to the Chief places uniform orders, submits invoices, has a very detailed shop by dept. webpage

[Darnyl.Malkowski@dickinsongov.com](mailto:Darnyl.Malkowski@dickinsongov.com)

701-456-7755

Pennington County Sheriff's Office – Mary Lee is the uniform and equipment manager and works with BALCO daily online, via email, and over the phone

[Mary.Lee@pennco.org](mailto:Mary.Lee@pennco.org)

605-394-6113 Ext. 3284

# Attachment "C"

## Vendor Information

**Police Department Service Uniforms and Equipment  
Fargo Police Department  
Fargo, North Dakota**

Company Name: BALCO Uniform Co. Inc.

Company Address: 200 Northstar Lane

Bozeman, MT 59718

Company Contact: Jake Ludahl

Email: jake@balcouniform.com

Phone: 800-544-1270

Authorized Agent Signature: 

Printed Name: Jake Ludahl

Title: Owner/President

Date: 11/06/24

\*Please submit this Vendor Information page when responding to the RFP.





**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)

25

February 21, 2025

The Honorable Board of City Commissioners  
City of Fargo  
225 N 4<sup>th</sup> St  
Fargo, North Dakota 58102

**RE:** City of Fargo, Water Main Materials, Miscellaneous Water Distribution Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP25065

Commissioners:

On February 14, 2025, proposals were received for Water Main Materials, Miscellaneous Water Distribution Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials. Totals for each section are calculated by individual unit costs. The totals for each section are added to calculate the total price.

The results are as follows:

**Core and Main**

**Section 1:** \$ 7,869.57  
**Section 2:** \$ 34,220.61  
**Section 3:** \$111,309.78  
**Section 4:** \$ 2,084.41  
**Total Price:** \$155,484.37

**Ferguson Waterworks**

**Section 1:** \$ 7,764.50  
**Section 2:** \$ 32,943.51  
**Section 3:** \$108,702.59  
**Section 4:** \$ 1,980.50  
**Total Price:** \$151,391.10

**Dakota Supply Group**

**Section 1:** \$ 10,369.45  
**Section 2:** \$ 39,683.28  
**Section 3:** \$111,563.80  
**Section 4:** \$ 2,125.57  
**Total Price:** \$163,742.10

**RECOMMENDATION:** This office recommends the award of the Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP to Ferguson Waterworks as lowest and best proposal. RFP25065

Sincerely,

Corey Houim  
Services Manager  
Fargo Public Works

**City of Fargo Water Main Materials, Misc. Materials, Fire Hydrant/Parts, and Misc. Street Materials RFP25065  
Bids Received 2/14/2025**

	<b>Core &amp; Main</b>	<b>Ferguson Waterworks *Award Bid</b>	<b>Dakota Supply Group</b>
Section 1: Repair Sleeves	\$7,869.57	\$7,764.50	\$10,369.45
Section 2: Misc. Materials	\$34,220.61	\$32,943.51	\$39,683.28
Section 3: Fire Hydrant Parts	\$111,309.78	\$108,702.59	\$111,563.80
Section 4: Misc. Street Material	\$2,084.41	\$1,980.50	\$2,125.57
<b>Total Price:</b>	<b>\$155,484.37</b>	<b>\$151,391.10</b>	<b>\$163,742.10</b>

**Proposal Form**

**2025**

**Water Main Repair Materials, Miscellaneous Water Distribution Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials**

City of Fargo

Company: Ferguson Waterworks

**Pricing:**

**Section 1**

Repair Sleeves total \$ 7,764.50

**Section 2**

Miscellaneous Material total \$ 32,943.51

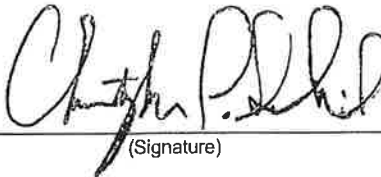
**Section 3**

Fire hydrants and Fire Hydrant Parts total \$ 108,702.59

**Section 4**

Miscellaneous Street Materials \$ 1,980.50

By: CHRISTOPHER SCHMID  
(Name)



(Signature)

GENERAL MANAGER  
(Title)

701-261-6873  
(Phone)

**Section 1 - Repair Sleeves** **Company Name: FERGUSON WATERWORKS**

The repair sleeves shall be all stainless steel construction. Acceptable types of repair sleeves are Ford, Romac, Powerseal, or approved equal. All prices shall be F.O.B. Fargo, North Dakota.

No.	Item/Description	Estimated Quantity	Unit Price	Total Cost	Stock Item Y/N	If not in stock, available in 3 days FOB? Y/N
1	4x16	2	\$111.73	\$223.46	N	N
2	6x16	16	\$125.62	\$2,009.92	N	N
3	6x24	3	\$223.96	\$671.88	N	N
4	8x16	6	\$141.61	\$849.66	N	N
5	8x24	2	\$234.76	\$469.52	N	N
6	10x16	2	\$177.26	\$354.52	N	N
7	10x24	1	\$302.38	\$302.38	N	N
8	12x16	2	\$191.44	\$382.88	N	N
9	12x24	1	\$327.71	\$327.71	N	N
10	14x20	1	\$708.39	\$708.39	N	N
11	18x20	1	\$1,060.85	\$1,060.85	N	N
12	6x16 AC	1	\$182.06	\$182.06	N	N
13	8x16 AC	1	\$221.27	\$221.27	N	N
14	3/4" to 1" Taps	1	\$0.00	\$0.00		
15	1 1/4" to 2" Taps	1	\$0.00	\$0.00		
<b>Section Total</b>				<b>\$7,764.50</b>		

**Section 2 - Miscellaneous Materials** **Company Name: FERGUSON WATERWORKS**

Section 2 contains curb boxes, curb stops, and corporations. These items shall be Mueller, Ford, AY McDonald or approved equal. All boxes and curb stops will be USA manufactured. All prices shall be F.O.B. Fargo, North Dakota.

No.	Item/Description	Estimated Quantity	Unit Price	Total Cost	Stock Item Y/N	If not in stock, available in 3 days FOB? Y/N
1	3/4" AY McDonald Ball Valve Curb Stop Copper flare nut both ends	16	\$80.83	\$1,293.28	Y	
2	1" AY McDonald Ball Valve Curb Stop Copper flare nut both ends	9	\$110.22	\$991.98	Y	
3	1" Corporation Ball Valve Copper flare straight taper	2	\$67.59	\$135.18	Y	
4	3/4" Straight Three Part Union Copper flare nut both ends	3	\$18.91	\$56.73	Y	
5	3/4" Compression Ball Valve Curb Stop both ends C.T.S.	13	\$79.86	\$1,038.18	Y	
6	1" Compression Ball Valve Curb Stop both ends C.T.S.	19	\$116.68	\$2,216.92	Y	
7	2" Compression Corporation Valve	1	\$264.52	\$264.52	Y	
8	2" Compression Ball Valve Curb Stop both ends C.T.S.	1	\$383.45	\$383.45	Y	
9	3/4"X1" Straight Three Part Union Copper flare nut both ends	1	\$27.97	\$27.97	Y	
10	1" Straight Three Part Union Copper flare nut both ends	2	\$33.08	\$66.16	Y	
11	1" Quarter Bend Three Part Union Copper flare nut both ends	1	\$33.55	\$33.55	Y	
12	2" Straight Three Part Union both ends C.T.S.	1	\$105.82	\$105.82	Y	
13	1"x3/4" Adapter CTS x Female Flare	1	\$22.63	\$22.63	Y	
14	Muller Curb Box Adapter H-10344	1	\$30.71	\$30.71	Y	
15	3/4" Type K Cu (price per foot)	45	\$7.65	\$344.25	Y	
16	1" Type K Cu (price per foot)	30	\$8.16	\$244.80	Y	
17	1" Municipex A Water Service Line (price per foot)	275	\$1.18	\$324.50	Y	
18	2" Municipex A Water Service Line (price per foot)	100	\$7.26	\$726.00	Y	
19	1" CTS Stiffeners (municipex)	45	\$1.32	\$59.40	Y	
20	2" CTS Stiffeners (municipex)	2	\$2.59	\$5.18	Y	
21	#10 Blue .45 Tracer wire 500' roll	1	\$161.90	\$161.90	Y	
22	1-1/2" 8' Bury Stop Box (Cast iron plugs)	100	\$81.89	\$8,189.00	Y	
23	4" C900 PVC (price per foot)	16	\$5.10	\$81.60	Y	
24	6" C900 PVC (price per foot)	80	\$10.38	\$830.40	Y	
25	8" C900 PVC (price per foot)	20	\$17.82	\$356.40	Y	
26	10" C900 PVC (price per foot)	20	\$26.74	\$534.80	Y	
27	12" C900 PVC (price per foot)	5	\$37.67	\$188.35	Y	
28	4" SDR 35 PVC Sewer (price per foot)	5	\$2.03	\$10.15	Y	
29	6" SDR 35 PVC Sewer (price per foot)	1	\$4.65	\$4.65	Y	
30	4" Flexible Sewer Coupling 4" PVC to 4" PVC	1	\$5.32	\$5.32	Y	
31	6" Flexible Sewer Coupling 6" PVC to 6" PVC	1	\$11.68	\$11.68	Y	
32	Right Height Valve Box Adapter	13	\$55.03	\$715.39	Y	

33	1-1/2" Curb Box Top with TW Screw	5	\$13.55	\$67.75	Y	
34	1" Gate Valve Box Riser	1	\$19.89	\$19.89	Y	
35	1-1/2" Gate Valve Box Riser	1	\$26.08	\$26.08	Y	
36	2" Gate Valve Box Riser	3	\$25.93	\$77.79	Y	
37	3" Gate Valve Box Riser	3	\$33.71	\$101.13	Y	
38	3/4"x/3/4" Lead/Copper Coupling (Flared)	1	\$31.50	\$31.50	Y	
39	3/4"x/3/4" Lead/Copper Coupling (Flared)	2	\$37.21	\$74.42	Y	
40	3/4"x/1" Lead/Copper Coupling (Flared)	3	\$53.17	\$159.51	Y	
41	1"x/1" Lead/Copper Coupling (Flared)	3	\$46.78	\$140.34	Y	
42	5/8"x/3/4" Lead/Copper Coupling (Flared)	3	\$32.72	\$98.16	Y	
43	3/4"x/3/4" Lead/Copper Coupling (Flared)	3	\$43.90	\$131.70	Y	
44	1-1/2" Curb Box Lid with Cast Iron Plug	11	\$12.74	\$140.14	Y	
45	1-1/2" Cast Iron Curb Box Plug	3	\$2.50	\$7.50	Y	
46	4" Romac Alpha Coupling	1	\$319.39	\$319.39	Y	
47	6" Romac Alpha Coupling	2	\$439.90	\$879.80	Y	
48	8" Romac Alpha Coupling	1	\$568.16	\$568.16	Y	
49	10" Romac Alpha Coupling	1	\$721.21	\$721.21	Y	
50	12" Romac Alpha Coupling	1	\$849.10	\$849.10	Y	
51	1" Adapter CTS x Female Flare	1	\$22.41	\$22.41	Y	
52	Straight 3-part union CTS 3/4"	1	\$22.47	\$22.47	Y	
53	Top Hat (A.Y. McDonald) #4174-347	1	\$102.80	\$102.80	Y	
54	1-1/2" Stop Box Coupling	7	\$8.68	\$60.76	Y	
55	3/4" Flared end x 1" CTS	1	\$32.99	\$32.99	Y	
56	Hymax 6"	2	\$303.62	\$607.24	Y	
57	Hymax 8"	1	\$342.79	\$342.79	Y	
58	Gate Valve Box (Top Section)	37	\$67.85	\$2,510.45	Y	
59	Gate Valve Box (Middle Section)	36	\$55.37	\$1,993.32	Y	
60	Gate Valve Box (Lid Only) (Tyler Only)	39	\$24.44	\$953.16	Y	
61	Gate Valve Box (Bottom Section)	36	\$66.46	\$2,392.56	Y	
62	3/4"x1" CTS x CTS Comp. Coupling	1	\$28.14	\$28.14	Y	
	<b>Section Total</b>			<b>\$32,943.51</b>		

**Section 3 - Fire Hydrant and Fire Hydrant Parts**      **Company Name: FERGUSON WATERWORKS**

Sections 3A and 3B contain fire hydrants and fire hydrant parts. These items shall be Pacer WB67, American-Darling B62B or approved equal. All prices shall be F.O.B. Fargo, North Dakota.

Section 3A Pacer Hydrants and Parts WB67						
No.	Item/Description	Estimated Quantity	Unit Price	Total Cost	Stock Item Y/N	If not in stock, available in 3 days FOB? Y/N
1	Hydrant Flag Marker	66	\$6.66	\$439.56	Y	
2	Drain Plunger, (7)	19	\$25.16	\$478.04	Y	
3	Lower Operating Nut, (17A)	8	\$55.34	\$442.72	Y	
4	Upper Operating Nut, (17B)	4	\$100.10	\$400.40	Y	
5	Cross Arm - Bronze, (30)	22	\$106.54	\$2,343.88	Y	
6	Valve Seat w/#3 and #77, (31)	22	\$305.17	\$6,713.74	Y	
7	Upper Valve Washer-Piloted, (34)	7	\$106.54	\$745.78	Y	
8	Main Valve-Urethane, (35)	21	\$100.10	\$2,102.10	Y	
9	Hydrant Sign Post (9')	34	\$22.78	\$774.52	Y	
10	Lower Valve Washer-Epoxy, (36)	11	\$56.78	\$624.58	Y	
11	Support with #59, (56)	2	\$106.54	\$213.08	Y	
12	Standpipe Flange, (63)	4	\$75.47	\$301.88	Y	
13	Flange Lock Ring, (64)	1	\$12.94	\$12.94	Y	
14	5" Hydrant 8'6" Depth Alpha (Pacer)	4	\$4,898.45	\$19,593.80	Y	
15	Coupling Sleeve Half-Bronze, (67)	64	\$19.61	\$1,255.04	Y	
16	Support Gasket, (84)	77	\$4.60	\$354.20	Y	
17	Breakable Flange, (113)	2	\$81.52	\$163.04	N	N
18	Upper Rod Assembly w/Studs & Nuts (71)	1	\$241.86	\$241.86	N	N
19	5" Hydrant, 7'6" Depth Alpha (Pacer)	1	\$4,722.49	\$4,722.49	N	N
20	5" Hydrant 8'0" Depth Alpha (Pacer)	1	\$4,815.47	\$4,815.47	N	N
21	Barrel Gasket (4 Tab)	3	\$16.10	\$48.30	Y	
<b>Section Total</b>				<b>\$46,787.42</b>		

Section 3B - American Darling Hydrant and Parts (B-62-B)		Company Name: FERGUSON WATERWORKS				
No.	Item/Description	Estimated Quantity	Unit Price	Total Cost	Stock Item Y/N	If not in stock, available in 3 days FOB? Y/N
1	Housing O-Ring, (62-2-2)	28	\$10.06	\$281.68	Y	
2	Housing Cover Gasket, (62-13)	38	\$14.38	\$546.44	Y	
3	Housing Gasket, (62-14)	40	\$14.38	\$575.20	Y	
4	Hose Nozzle, 2-1/2" (62-20-60)	10	\$133.00	\$1,330.00	N	N
5	Hose Nozzle O-Ring Seal, (62-20-61)	3	\$14.38	\$43.14	Y	
6	Hose Nozzle Retainer, (62-20-62)	3	\$62.92	\$188.76	N	N
7	Snap Ring, (62-29-14)	24	\$38.09	\$914.16	Y	
8	Breakable Flange, (62-29-15)	28	\$107.41	\$3,007.48	Y	
9	Traffic Model Rod Coupling, (62-29-30)	16	\$97.96	\$1,567.36	Y	
10	Rod Coupling Pin & Clip Pins, (62-29-31)	23	\$15.08	\$346.84	Y	
11	Spring, (62-30-03)	31	\$144.40	\$4,476.40	Y	
12	Spring Plate, (62-62-04)	13	\$15.84	\$205.92	Y	
13	Spring Plate Pin, (62-30-07)	6	\$15.84	\$95.04	Y	
14	Upper Rod, (62-30-11)	1	\$343.58	\$343.58	Y	
15	Lower Rod Stem, (62-30-12)	2	\$431.69	\$863.38	Y	
16	Drain Lever, (62-31)	2	\$283.83	\$567.66	Y	
17	Hydrant Seat w/O-Rings, (62-35-OR)					
	Drain Lever	32	\$602.69	\$19,286.08	Y	
18	Hydrant Valve, (62-41)	32	\$149.38	\$4,780.16	Y	
19	Valve Bottom, (62-42)	22	\$170.39	\$3,748.58	Y	
20	4" Gate Valve (Alpha)	1	\$983.71	\$983.71	Y	
21	6" Gate Valve (Alpha)	3	\$1,214.14	\$3,642.42	Y	
22	8" Gate Valve (Alpha)	3	\$1,963.14	\$5,889.42	Y	
23	10" Gate Valve (Alpha)	1	\$2,887.26	\$2,887.26	Y	
24	12" Gate Valve (Alpha)	1	\$3,642.13	\$3,642.13	Y	
25	Gate Valve Box Rubber Adapter	37	\$46.01	\$1,702.37	Y	
	<b>Section Total</b>			<b>\$61,915.17</b>		



**Section 4 - Miscellaneous Street Materials**

**Company Name: FERGUSON WATERWORKS**

Section 4 contains manhole frames, floating castings, manhole lids, grates, and manhole adjusting rings. These items shall be Neenah, EJ, Ladtech or approved equal. All items will be USA manufactured. All prices shall be F.O.B. Fargo, North Dakota.

No.	Item/Description	Estimated Quantity	Unit Price	Total Cost	Stock Item	If not in stock, available in 3 days FOB? Y/N
1	26" Round Manhole Frame 4"	1	\$202.37	\$202.37	Y	
2	26" Round Manhole Frame 7"	1	\$201.75	\$201.75	Y	
3	26" Round Storm Sewer Lid	1	\$160.93	\$160.93	Y	
4	26" Round Storm Sewer Beehive Grate 6"	1	\$242.11	\$242.11	Y	
5	26" Round Storm Sewer Beehive Grate 11"	1	\$269.73	\$269.73	Y	
6	26" Round Radial Flat Grate Lid	1	\$180.52	\$180.52	Y	
7	26" Self-Sealing Sanitary Sewer Lid	1	\$79.79	\$79.79	Y	
8	2'X2' Inlet Frame For Neenah R-3404	1	\$238.85	\$238.85	Y	
9	2'X2' Inlet Grate	1	\$222.15	\$222.15	Y	
10	24" Slope Round MH Adjusting Ring HDPE 3/4" to 1-1/2"	1	\$23.35	\$23.35	Y	
11	24"X36" Slope MH Adjusting Ring HDPE 1-1/4" to 2-3/4"	1	\$34.80	\$34.80	Y	
12	24" Round MH Adjusting Ring HDPE 24"X1-1/4"	1	\$18.75	\$18.75	Y	
13	24" Round MH Adjusting Ring HDPE 24"X1-1/2"	1	\$18.65	\$18.65	Y	
14	27" Slope Round MH Adjusting Ring HDPE 3/4" to 1-1/2"	1	\$23.36	\$23.36	Y	
15	27" Round MH Adjusting Ring HDPE 27"X1/4"	1	\$16.67	\$16.67	Y	
16	27" Round MH Adjusting Ring HDPE 27"X1-1/4"	1	\$23.36	\$23.36	Y	
17	27" Round MH Adjusting Ring HDPE 27"X1-1/2"	1	\$23.36	\$23.36	Y	
<b>Section Total</b>				<b>\$1,980.50</b>		



**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)

26

February 24, 2025

The Honorable Board of City Commissioners  
City of Fargo  
225 N 4<sup>th</sup> St  
Fargo, ND 58102

RE: Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt and Black Dirt  
RFP25066

Commissioners:

On February 7, 2025, proposals were received for Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt and Black Dirt in response to RFP25066. Several different contractors submitted proposals for the different products requested. The results are shown below with the lowest prices in bold.

<u>Class 5 Gravel</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Kost Materials	n/a	n/a
<b>Earthwork Services</b>	<b>\$19.20</b>	<b>\$19.75</b>
Holcim	\$21.25	\$20.50
Northern Improvement	n/a	n/a
Asplin Excavating Inc.	n/a	n/a
L.G. Everist, Inc.	n/a	n/a

<u>Crushed/Recycled Concrete</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Kost Materials	\$25.00	\$21.00
Border States Paving	\$30.00	\$22.00
<b>Earthwork Services</b>	<b>\$17.75</b>	<b>\$22.25</b>
<b>Holcim</b>	<b>\$25.50</b>	<b>\$19.00</b>

<u>NDDOT FAA 43 Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
FM Asphalt	n/a	n/a
Northern Improvement	n/a	\$61.95
<b>Border States Paving</b>	n/a	<b>\$58.50</b>

<u>NDDOT Class 27 Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
No Bids Received		

<u>3/8" Minus Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
No Bids Received		

<u>3/8" Minus Cold Mix Asphalt</u> Northern Improvement	<u>Price Delivered (Ton)</u> n/a	<u>Price Picked Up (Ton)</u> n/a
<u>CRS-2 Emulsified Asphalt</u> <b>Flint Hills</b> RCM Specialties Inc.	<u>Price Delivered (Ton)</u> <b>\$641.00</b> \$818.40	<u>Price Picked Up (Ton)</u> n/a n/a
<u>CSS-1h Emulsified Asphalt</u> <b>Flint Hills</b>	<u>Price Delivered (Ton)</u> n/a	<u>Price Picked Up (Ton)</u> <b>\$529.00</b>
<u>4000 PSI Concrete</u> <b>Kost Material</b> Holcim	<u>Price Delivered (CY)</u> <b>\$165.00</b> \$179.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>5000 PSI Concrete</u> <b>Kost Material</b> Holcim	<u>Price Delivered (CY)</u> <b>\$171.00</b> \$185.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>Fast-Track Concrete</u> <b>Kost Material</b> Holcim	<u>Price Delivered (CY)</u> <b>\$177.00</b> \$187.50	<u>Price Picked Up (CY)</u> n/a n/a
<u>Controlled Density Fill Concrete (CDF)</u> <b>Kost Material</b> Holcim	<u>Price Delivered (CY)</u> <b>\$124.00</b> \$132.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>FA2 Crushed Granite</u> <b>LG Everist</b>	<u>Price Delivered (CY)</u> <b>\$64.75</b>	<u>Price Picked Up (CY)</u> <b>\$30.00</b>
<u>FA2.5 Crushed Granite</u> <b>LG Everist</b>	<u>Price Delivered (CY)</u> <b>\$62.25</b>	<u>Price Picked Up (CY)</u> <b>\$27.50</b>
<u>Concrete 24"X2" Rings</u> <b>Old Castle</b>	<u>Price Delivered (Each)</u> n/a	<u>Price Picked Up (Each)</u> <b>\$34.00</b>
<u>Concrete 27"X2" Rings</u> <b>Old Castle</b>	<u>Price Delivered (Each)</u> n/a	<u>Price Picked Up (Each)</u> <b>\$34.00</b>
<u>Concrete Base MCB-B4406</u> <b>Old Castle</b>	<u>Price Delivered (Each)</u> n/a	<u>Price Picked Up (Each)</u> <b>\$325.40</b>
<u>Concrete Barrel MCB-H-27-2.00SIH</u> <b>Old Castle</b>	<u>Price Delivered (Each)</u> n/a	<u>Price Picked Up (Each)</u> <b>\$274.60</b>
<u>#4x20' Epoxy Coated Rebar Grade 60</u> <b>Prairie Supply</b> Structural Materials Inc.	<u>Price Delivered (PB)</u> <b>\$1476.00</b> \$1,627.50	<u>Price Picked Up (PB)</u> <b>\$1476.00</b> \$1627.50
<u>Black Dirt</u> Northland Tree and Stump Removal Asplin Excavating Inc.	<u>Price Delivered (CY)</u> n/a n/a	<u>Price Picked Up (CY)</u> n/a n/a

**RECOMMENDATION:**

RFP25066: I/we suggest motion to award the individual items of the Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt, and Black Dirt as indicated in bold lettering above.  
RFP25066

Respectfully submitted,



Corey Houim  
Services Manager  
Fargo Public Works

**RFP RESULTS (RFP 25066) - AGGREGATE MATERIALS**

**February 7, 2025**

**Class 5/Ton**

<b>Company</b>	<b>Delivered</b>	<b>Picked Up</b>
Kost Materials	n/a	n/a
<b>Earthwork Services</b>	<b>\$19.20</b>	<b>\$19.75</b>
Holcim	\$21.25	\$21.50
Northern Improvement	n/a	n/a
Asplin Excavating Inc.	n/a	n/a
L.G. Everist, Inc.	n/a	n/a

**CRS-2 Emulsified Asphalt/Ton**

<b>Company</b>	<b>Delivered</b>	<b>Picked Up</b>
<b>Flint Hills</b>	<b>\$641.00</b>	n/a
RCM Specialties Inc	\$818.40	n/a

**CSS-1h Emulsified Asphalt/Ton**

<b>Company</b>	<b>Delivered</b>	<b>Picked Up</b>
<b>Flint Hills</b>	n/a	<b>\$529.00</b>

**FA2 Crushed Granite/Ton**

<b>Company</b>	<b>Delivered</b>	<b>Picked Up</b>
<b>L.G. Everist, Inc.</b>	<b>\$64.75</b>	<b>\$30.00</b>

**Crushed/Recycled Concrete/Ton**

<b>Company</b>	<b>Delivered</b>	<b>Picked Up</b>
Kost Materials	\$25.00	\$21.00
Border States Paving	\$30.00	\$22.00
<b>Earthwork Services</b>	<b>\$17.75</b>	<b>\$22.25</b>
<b>Holcim</b>	<b>\$25.50</b>	<b>\$19.00</b>

**FA2.5 Crushed Granite/Ton**

<b>Company</b>	<b>Delivered</b>	<b>Picked Up</b>
<b>L.G. Everist, Inc.</b>	<b>\$62.25</b>	<b>\$27.50</b>

**Asphalt/Ton**

<b>Company</b>	<b>FAA 43</b>	<b>3/8 Minus</b>	<b>OmegaMix</b>
FM Asphalt	n/a	n/a	n/a
Northern Improvement	\$61.95		
<b>Border States Paving</b>	<b>\$58.50</b>		

**Concrete/CY**

<b>Company</b>	<b>4000 PSI</b>	<b>5000 PSI</b>	<b>Fast-Track</b>	<b>CDF</b>
<b>Kost Material</b>	<b>\$165.00</b>	<b>\$171.00</b>	<b>\$177.00</b>	<b>\$124.00</b>
Holcim	\$179.00	\$185.00	\$187.50	\$132.00

**Concrete Materials**

<b>Company</b>	<b>24"X2" Rings</b>	<b>27"x2" Rings</b>	<b>Concrete Base MCB-B4406</b>	<b>Concrete Barrel MCB-H-27-2.00SIH</b>
<b>Old Castle</b>	<b>\$34.00</b>	<b>\$34.00</b>	<b>\$325.40</b>	<b>\$274.60</b>

**#4x20' Epoxy Coated Rebar Grade 60**

<b>Company</b>	<b>Delivered</b>	<b>Picked Up</b>
<b>Prairie Supply</b>	<b>\$1,476.00</b>	<b>\$1,476.00</b>
Structural Materials Inc.	\$1,627.50	\$1,627.50

**Black Dirt**

<b>Company</b>	<b>Delivered</b>	<b>Picked Up</b>
No Bids	n/a	n/a
No Bids	n/a	n/a



**Request for Proposal  
Aggregate Materials, Asphalt, Emulsified Asphalt,  
Concrete, Concrete Materials and Black Dirt  
January 23, 2025**

**RFP25066**

## City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to [fargond.bonfirehub.com/](http://fargond.bonfirehub.com/). **Proposals will be received until 2:00 P.M. Central Standard Time Friday, February 7, 2025.**

### **Need Help?**

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

### **CITY OF FARGO RIGHTS**

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

Public Works Operational Questions:

Corey Houim  
PW Services Manger  
402 23<sup>rd</sup> St. N  
Fargo, ND 58102

Email: [Chouim@FargoND.gov](mailto:Chouim@FargoND.gov)  
Phone: (701) 476-6603  
Fax: (701) 241-8100

# **Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications**

## **1.0 INTENT**

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer).

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFP will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, FPW will purchase said materials from the next lowest submitter that has availability.

## **2.0 EQUIVALENT PRODUCT**

Proposals will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A specification sheet of each product is to be submitted with proposal.

## **3.0 INTERPRETATIONS**

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

## **4.0 GENERAL**

The specification herein states the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.



**Aggregate Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Class 5 Gravel*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Crushed/Recycled Concrete*</b>	<b>TON</b>	<b>\$22.00</b>	<b>\$30.00</b>
Exceptions, Deviations, Minimum Orders: Min. Full end dump load for delivered material.			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>FA2 Crushed Granite</b>			
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>FA2.5 Crushed Granite</b>			
Exceptions, Deviations, Minimum Orders:			

**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON	\$58.50	
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>CSS-1h Emulsified Asphalt*</b>	GAL	\$5	
Exceptions, Deviations, Minimum Orders:  Contingent on FOB Asphalt from Border States Paving, Inc. also being purchased.			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Concrete and Concrete Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>4000 PSI Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>5000 PSI Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Fast-Track Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Controlled Density Fill Concrete (CDF)*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>24" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>27" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*			
Exceptions, Deviations, Minimum Orders:			


\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

**Black Dirt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt			
Exceptions, Deviations, Minimum Orders:			

**Date** 2/7/2025

**Company** Border States Paving, Inc.

**By:** Camden Larson   
(Name)

Project Manager / Estimator  
(Title)



**Request for Proposal  
Aggregate Materials, Asphalt, Emulsified Asphalt,  
Concrete, Concrete Materials and Black Dirt  
January 23, 2025**

**RFP25066**

## City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to [fargond.bonfirehub.com/](http://fargond.bonfirehub.com/). Proposals will be received until **2:00 P.M. Central Standard Time Friday, February 7, 2025.**

### Need Help?

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

### CITY OF FARGO RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

Public Works Operational Questions:

Corey Houim  
PW Services Manger  
402 23<sup>rd</sup> St. N  
Fargo, ND 58102

Email: [Chouim@FargoND.gov](mailto:Chouim@FargoND.gov)  
Phone: (701) 476-6603  
Fax: (701) 241-8100



## **Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications**

### **1.0 INTENT**

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer).

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFP will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, FPW will purchase said materials from the next lowest submitter that has availability.

### **2.0 EQUIVALENT PRODUCT**

Proposals will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A specification sheet of each product is to be submitted with proposal.

### **3.0 INTERPRETATIONS**

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

### **4.0 GENERAL**

The specification herein states the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

**Aggregate Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	Tons	\$19.75	\$19.20
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	Tons	22.25	17.75
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>CSS-1h Emulsified Asphalt*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Concrete and Concrete Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>4000 PSI Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>5000 PSI Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Fast-Track Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Controlled Density Fill Concrete (CDF)*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>24" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>27" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44''x6''*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

**Black Dirt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt			
Exceptions, Deviations, Minimum Orders:			

Date 2-7-2025

Company Earthwork Services Inc.

By: Trent Dodge  
(Name)

President  
(Title)



February 7, 2025

Subject: City of Fargo, North Dakota

Flint Hills Resources, LP (FHR) is pleased to offer the following quotations for your bituminous requirements for the **2025** paving season. Buyer hereby accepts the FHR Standard Terms of Sale, which may be found in the link at the bottom of this page and are incorporated as part of this Agreement.

CRS-2	\$641 / ton delivered
CSS-1H	\$529 per ton FOB West Fargo, ND

Sampling and testing of the product listed on the BOL will be conducted in accordance with the Quality Control Plan for Asphaltic Materials most recently submitted to the North Dakota Department of Transportation. Acceptance of, or purchase from, a Sales Agreement corresponding to this bid document will be construed as acceptance of this testing process and/ or any other Flint Hills Resources, LP change, modification, or deletion contained herein.

All product orders should be made at least 24 hours in advance.

**This quote is good for 3 days from the date above unless otherwise agreed to, in writing, from FHR** and is subject to any other conditions listed below. All sales require a valid line of credit be established with FHR

Additional Considerations:

1. Emulsions are available May 1, 2025 to September 15, 2025.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Morff'.

Ryan Morff  
Account Manager  
Flint Hills Resources, LP  
[Ryan.Morff@fhr.com](mailto:Ryan.Morff@fhr.com)

UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PARTIES, THIS SALES AGREEMENT IS SUBJECT TO THE FLINT HILLS RESOURCES, LP STANDARD TERMS OF SALE – ASPHALT, AVAILABLE AT: <https://www.fhr.com/resources/asphalt-policies>. THE STSA MAY BE MODIFIED BY SELLER AT ANY TIME WITHOUT NOTICE TO BUYER, AND FUTURE DELIVERIES OF PRODUCT UNDER THIS SALES AGREEMENT ARE SUBJECT TO THE VERSION OF THE STSA IN EFFECT AND POSTED AT THE TIME BUYER ACCEPTS SUCH DELIVERY.





**Request for Proposal  
Aggregate Materials, Asphalt, Emulsified Asphalt,  
Concrete, Concrete Materials and Black Dirt  
January 23, 2025**

**RFP25066**

## City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to [fargond.bonfirehub.com/](http://fargond.bonfirehub.com/). **Proposals will be received until 2:00 P.M. Central Standard Time Friday, February 7, 2025.**

### Need Help?

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

### CITY OF FARGO RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

Public Works Operational Questions:

Corey Houim  
PW Services Manger  
402 23<sup>rd</sup> St. N  
Fargo, ND 58102

Email: [Chouim@FargoND.gov](mailto:Chouim@FargoND.gov)  
Phone: (701) 476-6603  
Fax: (701) 241-8100

# **Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications**

## **1.0 INTENT**

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer). See cover letter

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFP will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, FPW will purchase said materials from the next lowest submitter that has availability.

## **2.0 EQUIVALENT PRODUCT**

Proposals will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A specification sheet of each product is to be submitted with proposal.

## **3.0 INTERPRETATIONS**

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

## **4.0 GENERAL**

The specification herein states the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

**Aggregate Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON	N/A	\$641
Exceptions, Deviations, Minimum Orders:			
See cover letter			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>CSS-1h Emulsified Asphalt*</b>	TON	\$529	N/A
Exceptions, Deviations, Minimum Orders:  <b>See cover letter</b>			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Concrete and Concrete Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>4000 PSI Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>5000 PSI Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Fast-Track Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Controlled Density Fill Concrete (CDF)*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>24" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>27" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44’’x6’’*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

**Black Dirt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt			
Exceptions, Deviations, Minimum Orders:			



**Date** February 7, 2025

**Company** Flint Hills Resources, LP

**By:** Ryan Morff  
(Name)

Account Manager  
(Title)



**Request for Proposal  
Aggregate Materials, Asphalt, Emulsified Asphalt,  
Concrete, Concrete Materials and Black Dirt  
January 23, 2025**

**RFP25066**

## City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to [fargond.bonfirehub.com/](http://fargond.bonfirehub.com/). **Proposals will be received until 2:00 P.M. Central Standard Time Friday, February 7, 2025.**

### Need Help?

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

### CITY OF FARGO RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

Public Works Operational Questions:

Corey Houim  
PW Services Manger  
402 23<sup>rd</sup> St. N  
Fargo, ND 58102

Email: [Chouim@FargoND.gov](mailto:Chouim@FargoND.gov)  
Phone: (701) 476-6603  
Fax: (701) 241-8100

# **Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications**

## **1.0 INTENT**

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer).

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFP will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, FPW will purchase said materials from the next lowest submitter that has availability.

## **2.0 EQUIVALENT PRODUCT**

Proposals will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A specification sheet of each product is to be submitted with proposal.

## **3.0 INTERPRETATIONS**

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

## **4.0 GENERAL**

The specification herein states the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

**Aggregate Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	tons	\$ 21.50	\$ 21.25

Exceptions, Deviations, Minimum Orders:  
 Add \$ 6.25/ton tandem delivery \$140 minimum delivery  
 Dec 1 - April 15 - \$ 3.00/ton winter delivery under 21 tons

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	tons	\$ 19.00	25.50

Exceptions, Deviations, Minimum Orders:  
 Same exceptions as above

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	NA		

Exceptions, Deviations, Minimum Orders:

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	NA		

Exceptions, Deviations, Minimum Orders:

**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Concrete and Concrete Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*	Cubic yards	\$ 179.00	\$ 179.00
Exceptions, Deviations, Minimum Orders: Saturday - \$12.00/cy Hot water \$11.50/cy Winter service (including hot water) - \$23.00/cy less than 5cy - Minimum load charge - \$142.00			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*	Cubic yards	\$ 185.00	\$ 185.00
Exceptions, Deviations, Minimum Orders: Same exceptions as above			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*	Cubic yards	\$ 187.50	\$ 187.50
Exceptions, Deviations, Minimum Orders: Same exceptions as above.			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	cubic yards	\$ 132 <sup>00</sup> / <sub>100</sub>	132 <sup>00</sup> / <sub>100</sub>
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.



Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44''x6''*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

**Black Dirt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt			
Exceptions, Deviations, Minimum Orders:			

Date 2-7-2025

Company Holcim MWR.

By: Dale Lund  
(Name)

Senior Sales Representative  
(Title)



**Request for Proposal  
Aggregate Materials, Asphalt, Emulsified Asphalt,  
Concrete, Concrete Materials and Black Dirt  
January 23, 2025**

**RFP25066**

## City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to [fargond.bonfirehub.com/](http://fargond.bonfirehub.com/). **Proposals will be received until 2:00 P.M. Central Standard Time Friday, February 7, 2025.**

### Need Help?

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

### CITY OF FARGO RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

Public Works Operational Questions:

Corey Houim  
PW Services Manger  
402 23<sup>rd</sup> St. N  
Fargo, ND 58102

Email: [Chouim@FargoND.gov](mailto:Chouim@FargoND.gov)  
Phone: (701) 476-6603  
Fax: (701) 241-8100

# **Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications**

## **1.0 INTENT**

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer).

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFP will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, FPW will purchase said materials from the next lowest submitter that has availability.

## **2.0 EQUIVALENT PRODUCT**

Proposals will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A specification sheet of each product is to be submitted with proposal.

## **3.0 INTERPRETATIONS**

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

## **4.0 GENERAL**

The specification herein states the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

**Aggregate Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	TON	\$21.00	\$25.00
Exceptions, Deviations, Minimum Orders: \$125.00 small load delivery fee under 10 TON			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>CSS-1h Emulsified Asphalt*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Concrete and Concrete Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>4000 PSI Concrete*</b>	CY	NA	\$165.00
Exceptions, Deviations, Minimum Orders:			
\$125.00 small load delivery fee under 3 CY			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>5000 PSI Concrete*</b>	CY	NA	\$171.00
Exceptions, Deviations, Minimum Orders:			
\$125.00 small load delivery fee under 3 CY			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Fast-Track Concrete*</b>	CY	NA	\$177.00
Exceptions, Deviations, Minimum Orders:			
\$125.00 small load delivery fee under 10 TON			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.



Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Controlled Density Fill Concrete (CDF)*</b>	CY	NA	\$124.00
Exceptions, Deviations, Minimum Orders:  \$125.00 small load delivery fee under 3 CY			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>24" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>27" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

**Black Dirt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt			
Exceptions, Deviations, Minimum Orders:			

**Date** 1/28/2025

**Company** KOST MATERIALS

**By:** MANDI YURECKO  
(Name)

SR VP  
(Title)

**Aggregate Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*			No Bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*			No Bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	tons	\$30.00	\$64.75
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	tons	\$27.50	\$62.25
Exceptions, Deviations, Minimum Orders:			

**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*			No Bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			No Bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			No Bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*			No Bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*			No bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Concrete and Concrete Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*			No bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*			No bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*			No bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*			No bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*			No bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*			No bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*			No bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*			No bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*			No Bid
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

**Black Dirt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt			No bid
Exceptions, Deviations, Minimum Orders:			



Date 2/3/2025

Company L.G. Everett, Inc.

By: Monte Keraman  
(Name)

Sales  
(Title)



**Request for Proposal  
Aggregate Materials, Asphalt, Emulsified Asphalt,  
Concrete, Concrete Materials and Black Dirt  
January 23, 2025**

**RFP25066**

**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON	\$61.95	No BID

Exceptions, Deviations, Minimum Orders:  
 F.O.B. BENTON PFT JARW, MN

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			

Exceptions, Deviations, Minimum Orders:

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			

Exceptions, Deviations, Minimum Orders:

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*			

Exceptions, Deviations, Minimum Orders:

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Date 2/5/25

Company NORTHERN IMPROVEMENT COMPANY

By: [Signature] - GREG MCCORMICK  
(Name)

PRESIDENT  
(Title)



**Request for Proposal  
Aggregate Materials, Asphalt, Emulsified Asphalt,  
Concrete, Concrete Materials and Black Dirt  
January 23, 2025**

**RFP25066**

## City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to [fargond.bonfirehub.com/](http://fargond.bonfirehub.com/). **Proposals will be received until 2:00 P.M. Central Standard Time Friday, February 7, 2025.**

### Need Help?

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

### CITY OF FARGO RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

Public Works Operational Questions:

Corey Houim  
PW Services Manger  
402 23<sup>rd</sup> St. N  
Fargo, ND 58102

Email: [Chouim@FargoND.gov](mailto:Chouim@FargoND.gov)  
Phone: (701) 476-6603  
Fax: (701) 241-8100

# **Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications**

## **1.0 INTENT**

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer).

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFP will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, FPW will purchase said materials from the next lowest submitter that has availability.

## **2.0 EQUIVALENT PRODUCT**

Proposals will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A specification sheet of each product is to be submitted with proposal.

## **3.0 INTERPRETATIONS**

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

## **4.0 GENERAL**

The specification herein states the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

**Aggregate Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			



**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Concrete and Concrete Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*			
Exceptions, Deviations, Minimum Orders:			
<b>Prices are figured at current market prices and are subject to change with</b>			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*	<b>Each</b>	<b>34.00</b>	subject to delivery cost per quote
Exceptions, Deviations, Minimum Orders:			
<b><u>Prices are figured at current market prices and are subject to change with freight and costs of material increases.</u></b>			

subject to eli  
cost per quot

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*	Each	\$34.00	subject to delivery cost per quote
Exceptions, Deviations, Minimum Orders:			
<b><u>Prices are figured at current market prices and are subject to change with freight and costs of material increases.</u></b>			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*	Each	\$325.40	subject to delivery cost per quote
Exceptions, Deviations, Minimum Orders:  <p style="text-align: center;"><u>Prices are figured at current market prices and are subject to change with freight and costs of material increases.</u></p>			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*	Each	\$274.60 Priced \$137.30 /ft	subject to delivery cost per quote
Exceptions, Deviations, Minimum Orders:  <p style="text-align: center;"><u>Prices are figured at current market prices and are subject to change with freight and costs of material increases.</u></p>			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

**Black Dirt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt			
Exceptions, Deviations, Minimum Orders:			

**Date** \_\_\_\_\_

Company \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

WEST FARGO

BISMARCK

WILLISTON

GRAND FORKS

MINOT

RAPID CITY



THE CONTRACTOR'S HEADQUARTERS  
**PRAIRIE SUPPLY INC.**



**Job Name:**  
**RFP 25066 Aggregate materials**

**Location:**  
City of Fargo, ND

**Quote Date:**  
2/4/2025

**Index:**  
Page 2 – Rebar  
Page 3 – Terms & Conditions

*"Prairie Supply inc. and FormAll are committed to servicing the construction Industry reliably, and safely throughout these challenging times."*

**REBAR QUOTE:**

- #4 Epoxy Coated Rebar per lift Approx 150 sticks per lift @ \$1,476.00/per lift
- Delivery is \$6 per loaded mile for out of town deliveries or free within the Fargo city limits.

**Rebar Terms & Conditions: \*Contractor to Verify all estimated Quantities**

No Retainage Allowed. **TERMS ARE NET 15 DAYS FOR ACCOUNT HOLDERS / TERMS ARE NET 0 DAYS FOR CASH SALES.** Prices do not include sales tax. Prices are F.O.B. Jobsite in bulk orders.

**Material Terms: \*\*\*Contractor to Verify all estimated Quantities**

Prices are good for 30 days. Terms are net 30 days. Prices do not include sales tax. Prices are F.O.B. Jobsite in bulk orders.

By signing below I agree to the price and terms listed above and am authorized agent of the company.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Purchase Order #

ETD

*Prairie Supply has a long and proud history. Established in 1987, we are proud to celebrate 36 years of outstanding customers, quality facilities and long term relationships that continue to this very day. Prairie Supply Inc. is a supplier of construction materials and equipment, based in North Dakota. Although we specialize in concrete construction materials and equipment, our expertise and inventory doesn't stop there. Our success is a result of our commitment to the customer & letting our know-how & experience work for you. Prairie Supply is proud to supply our region and beyond. We want to attract strong companies with excellent people. Give us the chance to earn your business and we will make you a customer for life.*

**Forming, Shoring, Scaffolding** When you need expert support and supplies with your construction projects we have the skills. We can ensure you total satisfaction when working with us to save time and money.

*We provide expert support services and professional packaging. Complete detailed CAD layouts only Prairie Supply's ingenuity can provide.*





**Request for Proposal  
Aggregate Materials, Asphalt, Emulsified Asphalt,  
Concrete, Concrete Materials and Black Dirt  
January 23, 2025**

**RFP25066**



## City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to [fargond.bonfirehub.com/](http://fargond.bonfirehub.com/). **Proposals will be received until 2:00 P.M. Central Standard Time Friday, February 7, 2025.**

### Need Help?

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

### CITY OF FARGO RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

### Public Works Operational Questions:

Corey Houim  
PW Services Manger  
402 23<sup>rd</sup> St. N  
Fargo, ND 58102

Email: [Chouim@FargoND.gov](mailto:Chouim@FargoND.gov)  
Phone: (701) 476-6603  
Fax: (701) 241-8100

# **Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications**

## **1.0 INTENT**

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer).

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFP will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, FPW will purchase said materials from the next lowest submitter that has availability.

## **2.0 EQUIVALENT PRODUCT**

Proposals will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A specification sheet of each product is to be submitted with proposal.

## **3.0 INTERPRETATIONS**

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

## **4.0 GENERAL**

The specification herein states the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

**Aggregate Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	Gallons		\$3.41
Exceptions, Deviations, Minimum Orders:			
NET 30 PAYMENT			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>CSS-1h Emulsified Asphalt*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Concrete and Concrete Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>4000 PSI Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>5000 PSI Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Fast-Track Concrete*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>Controlled Density Fill Concrete (CDF)*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>24" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
<b>27" X 2" Concrete MH Adjusting Rings*</b>			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

**Black Dirt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt			
Exceptions, Deviations, Minimum Orders:			

Date January 27, 2025

Company RCM SPECIALTIES INC

By: Megan Connelly  
(Name)

Owner  
(Title)





**Request for Proposal  
Aggregate Materials, Asphalt, Emulsified Asphalt,  
Concrete, Concrete Materials and Black Dirt  
January 23, 2025**

**RFP25066**

## City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to [fargond.bonfirehub.com/](http://fargond.bonfirehub.com/). **Proposals will be received until 2:00 P.M. Central Standard Time Friday, February 7, 2025.**

### Need Help?

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

### CITY OF FARGO RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

Public Works Operational Questions:

Corey Houim  
PW Services Manger  
402 23<sup>rd</sup> St. N  
Fargo, ND 58102

Email: [Chouim@FargoND.gov](mailto:Chouim@FargoND.gov)  
Phone: (701) 476-6603  
Fax: (701) 241-8100

# **Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications**

## **1.0 INTENT**

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer).

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFP will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, FPW will purchase said materials from the next lowest submitter that has availability.

## **2.0 EQUIVALENT PRODUCT**

Proposals will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A specification sheet of each product is to be submitted with proposal.

## **3.0 INTERPRETATIONS**

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

## **4.0 GENERAL**

The specification herein states the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

**Aggregate Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite			
Exceptions, Deviations, Minimum Orders:			

**Asphalt and Emulsified Asphalt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Concrete and Concrete Materials**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*	each	\$ 10.85	\$ 10.85
Exceptions, Deviations, Minimum Orders: • Local delivery only (Fargo-Moorhead) • Bundle Pricing (150/Bundle) • price valid till 4/30/25			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"x6"			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*			
Exceptions, Deviations, Minimum Orders:			

\* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

**Black Dirt**

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt			
Exceptions, Deviations, Minimum Orders:			



Date 2/7/25

Company Structural Materials Inc

By: Cody Volk  
(Name)

Sales  
(Title)

27

March 3, 2025

Board of City Commissioners  
Fargo City Hall  
225 N 4<sup>th</sup> Street  
Fargo, ND 58102

Dear Commissioners:

One of the federal requirements is the adoption of a planning Memorandum of Agreement (MOA) between the State Departments of Transportation, the Metropolitan Planning Organization (MPO) and the Public Transportation Provider(s). The agreement states these entities agree to cooperatively undertake a continuing and comprehensive transportation planning and programming process for the defined metropolitan planning area.

As the operator for Public Transportation, we participate in the continuing, cooperative, and comprehensive transportation planning process and are the designated recipients of Federal funds under title 49 U.S.C. Chapter 53 for transportation by a conveyance that provides regular and continuing general or special transportation to the public.

NDDOT and MnDOT have signed a separate MOA designating NDDOT as the Lead Agency in the administration of the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) planning funds and the overall management of the planning programs of the local MPO.

With the retirement of the Moorhead Transit Manager, it is suggested the Fargo Transit Director be designated as the Public Transportation Operator to sign the attached agreement, noting the obligation is to participate in planning efforts within the metropolitan planning area and that nothing in this MOA shall be construed to limit or affect the legal authorities of the parties or require the parties to perform beyond their respective authority.

The MATBUS Coordination Committee approved this at their January 15, 2025 meeting.

**Requested motion:** Approve the Fargo Transit Director as the Public Transportation Operator's designee to sign the attached Metropolitan Planning (3C) Memorandum of Agreement.

Respectfully,

  
Julie Bommelman  
City of Fargo Transit Director

/attachment

## Memorandum of Agreement Covering Metropolitan Planning within the Fargo-Moorhead Metropolitan Area

This Memorandum of Agreement (MOA) is between the State of North Dakota, acting by and through its Director of Transportation, hereinafter NDDOT, the State of Minnesota, acting by and through its Commissioner of Transportation, hereinafter MnDOT, and Fargo-Moorhead Metropolitan Council of Governments, hereinafter MPO, and the City of Fargo as the Public Transportation Operator.

WHEREAS, joint responsibilities for establishing and maintaining a continuing, cooperative, and comprehensive (3-C) metropolitan transportation planning and programming process is defined and required by the United States Department of Transportation (USDOT) in regulations at *23 CFR 450 Subpart A – Transportation Planning and Programming Definitions; 23 CFR 450 Subpart C – Metropolitan Transportation Planning and Programming*, 23 U.S.C. 134; and 49 U.S.C. 5303; and

WHEREAS, the regulations at *23 CFR 450.314 – Metropolitan Planning Agreements* and 49 CFR 613 – *Metropolitan Transportation Planning and Programming* direct that the Metropolitan Planning Organization (MPO), States, and Public Transportation Operator shall cooperatively determine their mutual responsibilities for carrying out the 3-C process and clearly identify them in a written agreement; and

WHEREAS, the Public Transportation Operator is the public entity which participates in the continuing, cooperative, and comprehensive transportation planning process in accordance with 23 U.S.C. 134 and 49 U.S.C. 5303, and is the designated recipient of Federal funds under title 49 U.S.C. Chapter 53 for transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation; and

WHEREAS, NDDOT and MnDOT have signed a separate Memorandum of Agreement designating NDDOT as the Lead Agency in the administration of the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) planning funds and the overall management of the planning programs of the MPO; and

WHEREAS, nothing in this MOA shall be construed to limit or affect the legal authorities of the parties or require the parties to perform beyond their respective authority,

NOW, THEREFORE, the NDDOT, MnDOT, MPO, and Public Transportation Operator agree to cooperatively undertake a continuing and comprehensive transportation planning and programming process for the defined metropolitan planning area. The process will be completed in accordance with state and local goals for urban planning, the provisions of 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR 450, as amended, and the provisions of this Memorandum of Agreement, in which it is mutually agreed that each agency has the following responsibilities:

### ***I. Statewide Transportation Plan and Modal Plans***

#### **A. NDDOT and MnDOT**

- Solicit input from the MPO and Public Transportation Operator early in the development of the Statewide Transportation and Modal Plans.

- Provide an opportunity for the MPO and Public Transportation Operator to review and comment on the draft and final Statewide Transportation and Modal Plans.
- Periodically update the Statewide Transportation and Modal Plans after soliciting input from the MPO and Public Transportation Operator and providing an opportunity for the MPO and Public Transportation Operator to review and comment on such updates.
- Conduct periodic regional meetings on the Statewide Transportation and Modal Plans seeking assistance from the MPO and Public Transportation Operator in accordance with NDDOT and MnDOT Public Participation Procedures.
- Coordinate all public meetings with NDDOT and MnDOT Public Participation Procedures and the MPO Public Participation Plan.
- Coordinate the Statewide Transportation and Modal Plans with the MPO's Metropolitan Transportation Plan (MTP).

#### **B. Metropolitan Planning Organization and Public Transportation Operators**

- Provide input into the development of the Statewide Transportation and Modal Plans and any subsequent updates.
- Review and comment on the draft Statewide Transportation and Modal Plans and subsequent updates.
- Assist and participate in periodic regional meetings.
- Coordinate with NDDOT and MnDOT in all public meetings in accordance with NDDOT and MnDOT Public Participation Procedures and the MPO's Public Participation Plan.
- Review coordination of the Statewide Transportation and Modal Plans with the MTP.

### **II. MnDOT District-Level Transportation Plan**

#### **A. MnDOT**

- Coordinate with the MPO and Public Transportation Operator in the cooperative development of the district-level transportation plans that impact the metropolitan planning area.
- Provide an opportunity for the MPO and Public Transportation Operator to review and comment on the district-level transportation plans that impact the metropolitan planning area.
- Periodically update the district-level transportation plans that impact the metropolitan planning area, in cooperation with the MPO and Public Transportation Operator and provide an opportunity for the MPO and Public Transportation Operator to review and comment on such updates.
- Coordinate all public meetings with MnDOT's Public Participation Procedures and the MPO's Public Participation Plan.

- Coordinate the district-level transportation plans that impact the metropolitan planning area with the MPO's MTP.

#### **B. Metropolitan Planning Organization and Public Transportation Operator**

- Provide input into the development of the district-level transportation plans that impact the metropolitan planning area and any subsequent updates to those plans.
- Review and comment on the draft and final district-level transportation plans that impact the metropolitan planning area and any subsequent updates to those plans.
- Assist and participate in all public meetings regarding the district-level transportation plans that impact the metropolitan planning area.
- Review coordination of the district-level transportation plans that impact the metropolitan planning area with the MTP.

### **III. Metropolitan Transportation Plan and Modal Plans**

#### **A. NDDOT and MnDOT**

- Provide input into the development of MPO's MTP and Modal Plans.
- Cooperatively develop estimates of reasonable funding for the MTP period.
- Review and comment on MPO's draft MTP and Modal Plans.
- Provide assistance and available necessary data for MPO's surveillance and monitoring report; review findings and provide comment.
- Provide input into the periodic update of the MPO's MTP and Modal Plans.
- Participate in public meetings during the development of the MPO's MTP and Modal Plans.
- Coordinate to provide final acceptance of the MPO's MTP and notify the MPO of their next update deadline.

#### **B. Metropolitan Planning Organization**

- Develop and adopt an MTP in accordance with federal and state regulations in cooperation with the NDDOT, MnDOT and the Public Transportation Operator.
- Develop and adopt Modal Plans to support and further define the MTP.
- Provide NDDOT, MnDOT and the Public Transportation Operator the opportunity to review and comment on the draft, any revisions or amendments of the MTP and Modal Plans.
- Annually survey and monitor transportation system trends; prepare report of significant findings.

- Provide opportunity for NDDOT, MnDOT and the Public Transportation Operator to review the findings report.
- Update the MTP at least every five years in cooperation with NDDOT, MnDOT and the Public Transportation Operator.
- Provide an opportunity for NDDOT, MnDOT and the Public Transportation Operator to review and comment on the updated MTP.
- Solicit, in coordination with NDDOT, MnDOT and the Public Transportation Operator, public input in accordance with the MPO's Public Participation Plan.

#### **C. Public Transportation Operator**

- Provide input into the development of the MPO's MTP and Modal Plans.
- Review and comment on the MPO's draft MTP.
- Cooperatively develop estimates of reasonable funding for the MTP planning period.
- Provide assistance and data for the MPO's surveillance and monitoring report; review findings and provide comment.
- Assist and participate in obtaining public input in the development of the MPO's MTP in accordance with the MPO's Public Participation Plan.

#### **IV. Congestion Management Process (CMP)**

A CMP is required for TMAs to be developed and implemented as an integrated part of the MTP process. Although required, the federal regulations do not dictate the methods and approaches used to implement the CMP. The CMP results in multimodal system performance measures and strategies that can be reflected in the MTP and TIP. There is not a formal acceptance of the CMP, but it is a living document and will be reviewed as part of the MTP and FHWA TMA Review.

#### **V. Unified Planning Work Program (UPWP)**

##### **A. NDDOT and MnDOT**

- Provide input into the MPO's UPWP.
- Cooperatively develop estimates of reasonable funding for the UPWP.
- Review and comment on the MPO's draft UPWP.
- Review MPO quarterly or semi-annual progress reports.

##### **B. NDDOT**

- Approve the MPO's final UPWP and interim amendments.
- Submit to FHWA and FTA requesting approval of the UPWP.

- Prepare and execute agreement with MPO for distribution of FHWA and FTA planning funds.

**C. MnDOT**

- Provide concurrence in the MPO's final UPWP and interim amendments.

**D. Metropolitan Planning Organization**

- Prepare a UPWP after soliciting input from NDDOT, MnDOT and the Public Transportation Operator.
- Provide an opportunity to NDDOT, MnDOT and Public Transportation Operator for review and comment on the draft UPWP.
- Submit final UPWP to NDDOT and MnDOT for approval.
- Review and sign agreement with NDDOT for distribution of FHWA and FTA planning funds.
- Prepare quarterly or semi-annual progress reports and submit to FHWA, FTA, NDDOT, MnDOT and the Public Transportation Operator.

**E. Public Transportation Operator**

- Provide input and review/comment on the MPO quarterly or semi-annual progress reports.
- Provide input on the UPWP
- Prepare and submit Urbanized Area Formula Program and/or any other direct allocation programs to FTA for approval; notify NDDOT, MnDOT and MPO when grant has been approved.

**VI. Technical Studies**

This section applies to all technical activities, such as corridor studies and sub-area planning studies.

**A. NDDOT and MnDOT**

- Provide prepared scope of work for review and comment by MPO and Public Transportation Operator, if requested, for DOT initiated studies.
- Review, comment, and approve the scope of work prepared by MPO and Public Transportation Operator.
- Review and comment on draft study reports prepared by MPO and Public Transportation Operator.

**B. Metropolitan Planning Organization**

- Provide prepared scope of work for review and comment by NDDOT, MnDOT and Public Transportation Operator for MPO initiated studies.
- Review and comment on scope of work prepared by NDDOT, MnDOT and Public Transportation Operator.
- Review and comment on draft study reports prepared by NDDOT, MnDOT and Public Transportation Operator.

**C. Public Transportation Operator**

- Provide prepared scope of work for review and comment by NDDOT, MnDOT and MPO, if requested, for Public Transportation Operator initiated studies.
- Review and comment on scope of work prepared by NDDOT, MnDOT and MPO.
- Review and comment on draft study reports prepared by NDDOT, MnDOT and MPO.

**VII. Transportation Improvement Programs (TIP)**

**A. NDDOT and MnDOT**

- Provide an opportunity for the MPO and Public Transportation Operator to review and comment on the draft Statewide Transportation Improvement Program (STIP).
- Obtain early public participation on the STIP development with the assistance of the MPO and the Public Transportation Operator.
- Cooperatively develop annual estimates of available funding for each TIP/STIP cycle.
- Cooperate and participate in the annual solicitation of projects conducted by the MPO.
- Submit to MPO a DOT generated list of cooperatively developed federally funded projects which are consistent with the MPO's MTP for development of the draft TIP.
- Review and comment on MPO list of prioritized projects.
- Review and comment on draft MPO TIP.
- Approve final TIP; incorporate MPO TIP into STIP and submit to FHWA and FTA.

**B. Metropolitan Planning Organization**

- Solicit projects from all implementing agencies which are consistent with the MPO's MTP.
- Review and comment on the draft STIP.
- Develop TIP utilizing input from NDDOT, MnDOT and the Public Transportation Operator.
- Submit to DOT an MPO generated list of cooperatively developed federally funded projects which are consistent with the MPO's MTP for development of the draft STIP.



- Participate in the MnDOT District 4 Area Transportation Partnership (ATP)
- Obtain public input on the TIP in accordance with the MPO's Public Participation Plan.
- Submit TIP to NDDOT and MnDOT for approval.

**C. Public Transportation Operator**

- Submit to MPO candidate projects which are consistent with the MPO's MTP.
- Review and comment on MPO list of prioritized projects.
- Participate in the early public participation process.
- Review and comment on the draft STIP.
- Utilize the MPO Public Participation Plan's public notification procedures in the development of the annual Program of Projects.
- Review and comment on draft and final MPO TIP.

**VIII. Committees**

**A. NDDOT and MnDOT**

- Attend and participate in MPO Technical Advisory Committee meetings as a voting member.
- Serve as ex-officio member of the MPO Policy Board, as requested.
- Establish study committees / sub-committees as needed and include MPO and Public Transportation Operator representatives as appropriate.
- Participate in MPO and Public Transportation Operator study committees and sub-committees as appropriate.

**B. Metropolitan Planning Organization**

- Establish a Technical Advisory Committee which includes NDDOT, MnDOT and Public Transportation Operator as voting members.
- Establish study committees / sub-committees as needed and include NDDOT, MnDOT and Public Transportation Operator as appropriate.
- Participate in NDDOT, MnDOT and Public Transportation Operator study committees / sub-committees as appropriate.
- Participate in the MnDOT District 4ATP.

**C. Public Transportation Operators**

- Attend and participate in all MPO Technical Advisory Committee meetings as a voting member.

- Establish study committees / sub-committees as needed and include MPO, NDDOT and MnDOT representatives as appropriate.
- Participate in MPO, NDDOT and MnDOT study committees and sub-committees as appropriate.

**IX. MPO Certification**

**A. NDDOT and MnDOT**

- Monitor federal and state legislation and inform the MPO and Public Transportation Operators of new or changed requirements.
- Conduct mid-year program review with MPO, Public Transportation Operators, FHWA, and FTA.
- Review and accept MPO's self-certification documentation and submit to FHWA and FTA as part of the TIP submittal.
- Participate in FHWA TMA Certification, which will be conducted at least every four years.

**B. Metropolitan Planning Organization**

- Prepare and include in annual TIP an adopted self-certification statement.
  - Every three (3) years develop a more detailed self-certification report.
  - Participate in mid-year program review with NDDOT, MnDOT and Public Transportation Operator.
  - Participate in FHWA TMA Certification, which will be conducted at least every four years.
- Public Transportation Operators**
- Review MPO's self-certification documentation.
  - Participate in mid-year program review with NDDOT, MnDOT and MPO.
  - Participate in FHWA TMA Certification, which will be conducted at least every four years.

**X. Performance Based Planning**

The parties to this agreement will work cooperatively to develop, identify and implement a performance based planning approach to address federal performance measures. This coordination effort is outlined in a separate agreement between the parties.

**XI. Period of Agreement**

- This Memorandum of Agreement shall be effective once all signatures have been obtained and may be terminated by any one of the parties by giving 90 days written notice to each of the other parties. This Memorandum of Agreement will remain in effect until terminated as provided in this clause, or until replaced by a new Memorandum of Agreement.
- Any amendments to this Memorandum of Agreement must be mutually agreed to in writing.
- It is mutually agreed that this Memorandum of Agreement will be reviewed (and amended as determined necessary) following the reauthorization of the current surface transportation authorization act.

## ***XII. Authorized Representatives***

The NDDOT authorized representative is Will Hutchings, MPO Coordinator, 608 E Boulevard Ave, Bismarck, ND 58505, 701-328-6428, [hutchingswill@nd.gov](mailto:hutchingswill@nd.gov), or his successor.

The MnDOT authorized representative is Bryan McCoy, Metropolitan Planning Program Coordinator, 395 John Ireland Blvd MS 440, St. Paul, MN 55155, 651-296-3000, [bryan.mccoy@state.mn.us](mailto:bryan.mccoy@state.mn.us), or his successor.

The Fargo-Moorhead Metropolitan Council of Governments authorized representative is Ben Griffith, Executive Director, One 2<sup>nd</sup> Street North, Suite 232, Fargo, ND 58102; 701-532-5103, [griffith@fmmetrocoog.org](mailto:griffith@fmmetrocoog.org), or his successor.

The City of Fargo, authorized representative is Julie Bommelman, Fargo Transit Director, 650 23<sup>rd</sup> St N, Fargo, ND 58102, 701-476-6737, [jbommelman@FargoND.gov](mailto:jbommelman@FargoND.gov), or her successor.

IT IS FURTHER UNDERSTOOD, that this MOA will be effective once all signatures are obtained and remain in effect until such time as any party gives to the affected parties a 90-day written notice of its intent to withdraw from the MOA.

IT IS FURTHER UNDERSTOOD, that this MOA replaces the existing Memorandum of Understanding signed March 30, 2021.

IT IS FURTHER UNDERSTOOD, that this MOA is not a legally binding agreement and creates no legally binding obligations for any party. Because of a mutual desire to proceed, each party fully intends to make a good faith effort to achieve the goals described above including working together to find mutually beneficial solutions when problems arise.

The parties hereto execute this Memorandum of Agreement through their authorized representatives:

**FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
 Name (Type or Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PUBLIC TRANSPORTATION OPERATOR: City of Fargo, ND**

ATTEST by:

\_\_\_\_\_  
 Name (Type or Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name (Type or Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**MINNESOTA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MnDOT Contract Management (as to form):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**APPROVED as to substance by:**

\_\_\_\_\_  
Local Government Engineer (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Director of Planning (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

REPORT OF ACTION

**UTILITY COMMITTEE**

28

Project: WW1905

Type: FEMA BRIC Scoping Grant Time Extension

Location: Sanitary Sewer West Side Interceptor (WSI)

Date of Hearing: 2-19-2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>3-3-2025</u>
Project File	<u>                    </u>

Jim Hausauer, Water Reclamation Utility Director presented the attached BRIC Scoping Subgrant Agreement time extension for Project WW1905 (WSI Improvements). The West Side Interceptor (WSI) is one of three major interceptors that convey wastewater to the Fargo/Regional Water Reclamation Facility (WRF). The WSI was constructed in the 1970's and is a critical component of the Fargo wastewater collection system. It generally follows the 42<sup>nd</sup> Street corridor and serves areas throughout Fargo spanning as far south as the Davies neighborhood, as far north as Hector Airport. The WSI is responsible for collecting & conveying approximately 30% of the City's total wastewater to the WRF. In recent years, the City has had to make costly emergency repairs to the WSI due to multiple structural pipe failures. As this interceptor is close to 50 years old, it is likely that these pipe failures will continue, thus a plan is needed to rehabilitate and improve the WSI.

The Building Resilient Infrastructure in Communities (BRIC) program is a funding program administered by the Federal Emergency Management Agency (FEMA) that funds projects at a 75% federal share and 25% local share. This program was formerly known as the Pre-Disaster Mitigation (PDM) program, which the City of Fargo had been previously successful in obtaining funding for its Red River Pump Station and WRF Flood Protection projects. In 2021, the City was successful in applying for and receiving a \$300,000 scoping grant under the BRIC program to further evaluate and support engineering efforts for the WSI and to pursue funding for the improvements. Funding for the scoping grant also has a formula of 75% federal and 25% local. Note: The local share of the BRIC Scoping Grant is to be funded with Wastewater Infrastructure Sales Tax Fund 455 and is included in the Water Reclamation Capital Improvement Plan (CIP).

The period of performance for the scoping grant was set to end on December 29, 2024. With funds still remaining on the scoping grant, a time extension was granted to the City. This time extension extends the period of performance for the scoping grant by 12 months (December 29, 2025) to allow for continued evaluation and analysis of funding options for improvements to the WSI system.

**MOTION:**

On a motion by Tom Knakmuhs, seconded by Troy Hall, the Utility Committee voted to approve the attached FEMA Building Resilient Infrastructure in Communities (BRIC) Scoping Grant contract time extension until December 29, 2025 for Project WW1905.

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

ATTEST:

  
 \_\_\_\_\_  
 Jim Hausauer  
 Water Reclamation Utility Director

- C: Mayor Mahoney  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Turnberg

**MEMORANDUM**

February 19<sup>th</sup>, 2025

---

**TO: Utility Committee**  
**FROM: Jim Hausauer, Water Reclamation Utility Director**  
**RE: Time Extension-FEMA Building Resilient Infrastructure in Communities (BRIC) Scoping Grant Project WW1905--West Side Interceptor Improvements**

---

**Background**

The West Side Interceptor (WSI) is one of three major interceptors that convey wastewater to the Fargo/Regional Water Reclamation Facility (WRF). The WSI was constructed in the 1970's and is a critical component of the Fargo wastewater collection system. It generally follows the 42<sup>nd</sup> Street corridor and serves areas throughout Fargo spanning as far south as the Davies neighborhood, as far north as Hector Airport. The WSI is responsible for collecting & conveying approximately 30% of the City's total wastewater to the WRF. In recent years, the City has had to make costly emergency repairs to the WSI due to multiple structural pipe failures. As this interceptor is close to 50 years old, it is likely that these pipe failures will continue, thus a plan is needed to rehabilitate and improve the WSI.

**FEMA BRIC Scoping Grant**

The Building Resilient Infrastructure and Communities (BRIC) program is a funding program administered by the Federal Emergency Management Agency (FEMA) that funds projects at a 75% federal share and 25% local share. This program was formerly known as the Pre-Disaster Mitigation (PDM) program, which the City of Fargo had been previously successful in obtaining funding for its Red River Pump Station and Water Reclamation Facility Flood Protection projects.

In 2021, the City was successful in applying for and receiving a \$300,000 scoping grant under the BRIC program to further evaluate and support engineering efforts for the WSI and to pursue funding for the improvements. Funding for the scoping grant also has a formula of 75% federal and 25% local. Note: The local share of the BRIC Scoping Grant is to be funded with Wastewater Infrastructure Sales Tax Fund 455 and is included in the Water Reclamation Capital Improvement Plan (CIP).

**FEMA BRIC Scoping Grant-Time Extension**

The period of performance for the scoping grant was set to end on December 29, 2024. With funds still remaining on the scoping grant, a time extension was granted to the City. This time extension extends the period of performance for the scoping grant by 12 months (December 29, 2025) to allow for continued evaluation and analysis of funding options for improvements to the WSI system.

**Recommended Motion**

Approve the attached FEMA Building Resilient Infrastructure in Communities (BRIC) Scoping Grant contract time extension until December 29, 2025 for Project WW1905.



**Hazard Mitigation Grant Program Subgrant Agreement for BRIC 2020  
Between The North Dakota Department of Emergency Services  
And  
the City of Fargo**

**Amendment No. 1**

**To Contract Dated: 18 April 2022**

**ATTACHMENT A is replaced in its entirety by the following:**

**ATTACHMENT A**

**Approved Project Data**

CFDA Title and Number: Disaster Grants – Building Resilient Infrastructure and Communities Program, 97.047

Non-Disaster Grant Fiscal Year: 2020

Subrecipient: City of Fargo

Project Number: EMD-2020-BR-120-0014

Project Cost: 100% - \$300,000.00

**Federal Funding: 75% - \$225,000.00**

**Local Funding: 25% - \$75,000.00**

Period of Performance: March 7, 2022 – December 29, 2025

Scope of Work:

The City of Fargo’s consultant will perform evaluations necessary to determine the extent of improvements needed on the system, as well as prioritize those improvements, and document in the form of a master plan for the West Side Interceptor System. Key stakeholders from various City Departments, including the Division of Water Reclamation, Public Works, and the Engineering Department, will be engaged throughout the planning process. The master plan will become the basis for performing a benefit cost analysis of the project and completing a future BRIC application for the design and construction of the project.

Scope of work includes, but may not be limited to, the following: i. Capacity evaluation ii. Manhole condition assessment and prioritization iii. Lift station field inspections and capacity review iv. Force main analysis v. Master Plan Development vi. Benefit cost analysis. vii. BRIC Application Yes, the scoping effort will result in the submittal of a complete project application for funding.

Work Schedule:

Capacity Evaluation	2 Months
Manhole Condition Assessment and Prioritization	1 Month
Lift Station Field Inspections and Capacity Review	6 Months
Force Main Analysis	1 Month
Master Plan Development	4 Months
Benefit Cost Analysis	1 Month
BRIC Application	2 Months
Project Closeout	1 Month
<b>Total:</b>	<b>18 Months</b>

This work schedule is to keep project on track, the official period of performance is listed on top of the Attachment A. The period of performance will be the date used to determine if a time extension is needed.

Cost Estimate:

Force Main Analysis	\$ 15,000.00
Manhole Condition Assessment	\$ 30,000.00
Benefit Cost Analysis	\$ 15,000.00
Lift Station Field Inspections	\$ 60,000.00
BRIC Application Development	\$ 15,000.00
Master Plan Development	\$ 160,000.00
Project Closeout	\$ 5,000.00
Total	\$ 300,000.00

Other Conditions:

1. None – Project Scoping project

**FOR THE SUBGRANTEE:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature Date

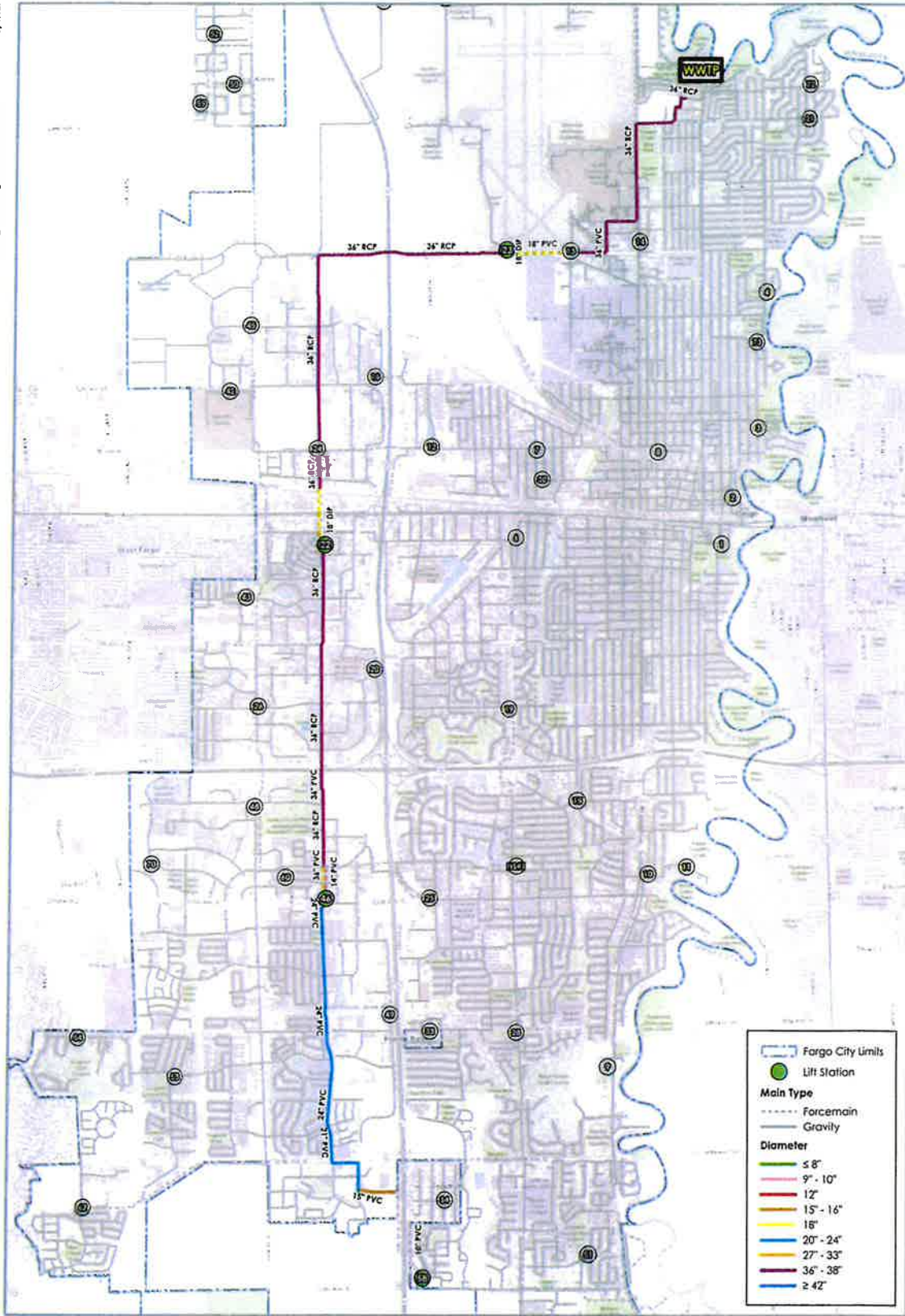
**FOR THE GRANTEE:**

DEPARTMENT OF EMERGENCY SERVICES

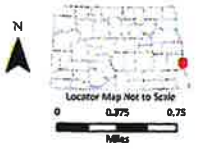
*Todd Joersz*

1/24/2025

Todd Joersz – State Hazard Mitigation Officer Date



Information depicted may include data supplied by A/E/C. Any reliance upon such data is at the user's own risk. AES2S does not warrant this map or its features are either totally or reasonably accurate. Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: dillsick | C:\Data\Projects\WAFS\Fargo\00803-2016-001\GIS\Fargo 2018-001.aprx



**WESTSIDE INTERCEPTOR**

Fargo | Cass County, ND

THE CITY OF  
**Fargo**  
 FAR MORE  
 Date: 9/9/2019

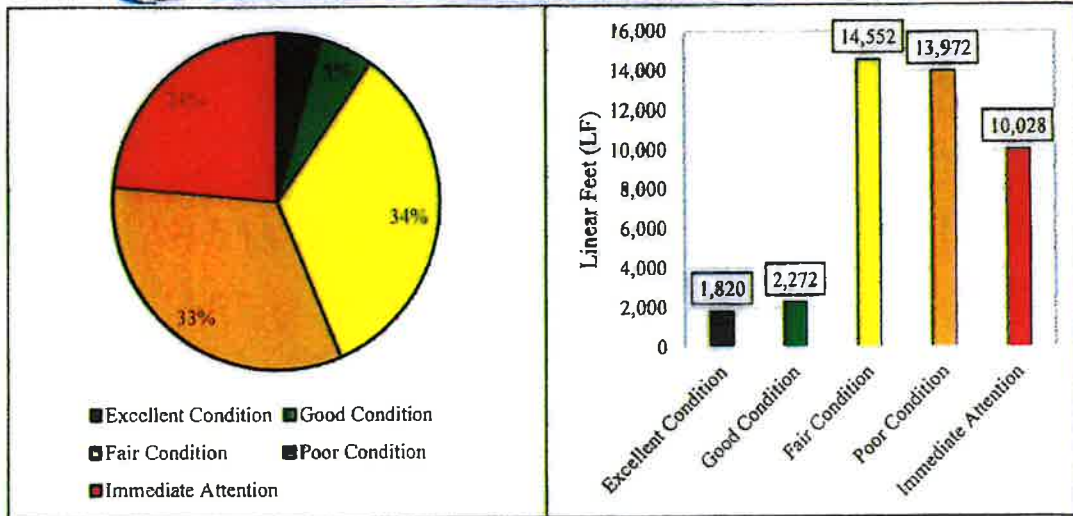


Figure 2.2 Condition Assessment Results Distribution

A map of each WSI pipe segment, showing the condition grade from the condition assessment is provided in Figure 2.3.