

FARGO CITY COMMISSION AGENDA  
Monday, September 29, 2025 – 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

**PLEASE NOTE:** The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the purposes of discussing negotiating strategy and/or providing negotiating instructions to its attorney or other negotiator regarding contractual negotiations and/or reasonably predictable litigation regarding annexation with the City of Harwood and/or Applied Digital Corporation; and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity and regarding reasonable predictable and/or threatened litigation relating to annexation with the City of Harwood and Applied Digital Corporation. Discussing these items in an open meeting would have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code § 44-04-19.1 subsections 2, 5 and 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 15, 2025).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Letter of Support for Halberstadt's to the ND Opportunity Fund Consortium.
- 2. Third Amendment to Purchase Agreement and Earnest Money Contract with Galvanizers, Inc.
- 3. Receive and file an Ordinance Amending Sections 8-0801, 8-0802, 8-0803, 8-0804, 8-0805, 8-0806, 8-0807, and 8-0808, of Article 8-08, of Chapter 8, of the Fargo Municipal Code Relating to Crashes and an Ordinance Repealing Section 8-0809, of Article 8-08, of Chapter 8, of the Fargo Municipal Code, Relating to False Reports and an Ordinance Amending Section 1-0305, of Article 1-03, of Chapter 1, Relating to Classification of Ordinance Violations.
- 4. Receive and file an Ordinance Amending Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to the Traffic Code.

3. Receive and file an Ordinance Amending Section 25-1507 (A) of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
6. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo and Notice of Entry of Order for property located at 1202-1204 1st Avenue South and 103, 105 and 105 1/2 12th Street South.
7. Receive and file Summons and Complaint relating to James and Victoria Ingstad v. City of Fargo.
8. Renewal of the 1st Quarter Alcoholic Beverage and Live Entertainment Licenses until 9/30/26, contingent upon all essential requirements for renewal are met by 9/30/25.
9. Site Authorizations for Games of Chance:
  - a. Homeward Animal Shelter at Hilton Garden Inn for one event on 10/17/25.
  - b. North Dakota Horse Park Foundation at Sports Bar.
10. Applications for Games of Chance:
  - a. 4 Luv of Dog Rescue for raffle on 11/8/25.
  - b. Eagles Elementary PTA for bingo on 10/24/25.
  - c. Fargo Area Conservatives for a raffle on 2/20/26; Public Spirited Resolution.
  - d. St. John Paul II Catholic Schools for a raffle and raffle board on 1/30/26.
11. Change Order No. 1 in the amount of \$3,725.00 for Project No. UR-25-D1.
12. Final Balancing Change Order No. 1 in the amount of \$18.00 for Project No. ER-25-C1.
13. Permanent Easement (Bike Trail) and Memorandum of Understanding Regarding Construction and Maintenance with the Park District of the City of Fargo (Project No. SN-25-B0).
14. ND Department of Transportation Cost Participation, Construction and Maintenance Agreement LPA Federal Aid Project and addition of Project No. TR-26-A1 to the 2025 CIP.
15. Bid advertisement for Project No. TR-26-A.
16. Change Order No. 1 which modifies the earthwork payment method to Dakota Underground for Improvement District No. BN-25-C1.
17. Change Order No. 1 for a time extension to the street lighting completion date bringing it to 10/24/25 for Improvement District No. BR-25-G1.
18. Change Order No. 1 in the amount of \$218,921.50 for Improvement District No. PR-25-H1.
19. Access Easement (Street, Water and Sewer) with Southeast Cass Water Resource District (Improvement District No. BN-25-E1).
20. Create Improvement District No. BN-25-F and adopt Resolution of Necessity (New Paving and Utility Construction).
21. Items from the FAHR Meeting:
  - a. Receive and file General Fund - YTD August 2025 Budget to Actual.

- b. Budget adjustment request for an Amendment to Purchase of Service Agreement with ND Department of Health and Human Services Behavioral Health Division, (Contract #810-14156).
  - c. Budget adjustment request for an Amendment to Purchase of Service Agreement with ND Department of Health and Human Services Behavioral Health Division (Contract #810-13737).
  - d. Budget adjustment request in the amount of \$48,360.00 and bid award to Dirt Dynamics for the Fire Line Valve Replacement at the FARGODOME (RFQ25276).
  - e. Purchase of a Mobile Command Center Vehicle for the Red River Valley Unmanned Aircraft Systems Unit.
  - f. Allocation of \$20,000.00 from the Riverfront TIF for vegetation management along the Downtown river corridor between 1st and 4th Avenues North.
- 22. Change Order No. 3 in the amount of \$2,882.56 for Fire Station No. 5 Renovation Project.
  - 23. Notice of Grant Award Amendment from ND Department of Health and Human Services for Women, Infants and Children (CFDA #10.557).
  - 24. Addendum to Cass Human Service Zone Agreement.
  - 25. Bid awards to F5 Project, Canopy Medical Clinic, New Life Center, The Medicine Shoppe, Southpointe Pharmacy, New Roots Midwest, Kondial Kel International, Family Healthcare, Soul Solutions, Dacotah Foundation and Southeast Human Service Center for Tobacco Prevention and Cessation activities (RFP25225).
  - 26. 2026 Benefit Renewals effective 1/1/26.
  - 27. Bid award to Western Excavation in the amount of \$30,000.00 for the demolition of property located at 1102 1st Avenue South (RFP25246).
  - 28. Renewal of Service Agreement (Minimum Security) with Centre, Inc. (PBC26002).
  - 29. Resolution approving Plat of Family Healthcare Center Addition.
  - 30. US Department of Housing and Urban Development Office of Community Planning and Development Federal Award Agreements for CDBG and HOME Investment Partnerships Program funds.
  - 31. ND Department of Transportation Highway Safety Contract in the amount of \$53,000.00 (CFDA #s20.600, 20.608 and 20.616).
  - 32. Bid award to J-Tech Mechanical in the amount of \$118,760.00 for replacement of the rooftop AC unit, air handler, evaporator coils and replumbing of existing broiler heating coils at Central Garage (RFP25259).
  - 33. ND Department of Transportation State Aid for Public Transit Agreement for Paratransit.
  - 34. Bills.

**REGULAR AGENDA:**

**PUBLIC HEARINGS - 5:05 pm:**

- 35. **PUBLIC HEARING** – Special Assessment List for the following Improvement Districts, all having been approved by the Special Assessment Commission 9/4/25:

- a. Alley Paving Improvement District No. AN-22-B.
  - b. Alley Paving Improvement District No. AN-24-A.
  - c. Alley Paving Improvement District No. AN-24-B.
  - d. New Paving and Utility Construction Improvement District No. BN-23-A.
  - e. New Paving and Utility Construction Improvement District No. BN-23-E.
  - f. New Paving and Utility Construction Improvement District No. BN-23-G.
  - g. New Paving and Utility Construction Improvement District No. BN-23-J.
  - h. New Paving and Utility Construction Improvement District No. BN-24-A.
  - i. New Paving and Utility Construction Improvement District No. BN-24-C.
  - j. Paving and Utility Rehab/Reconstruction Improvement District No. BR-24-A.
  - k. Paving and Utility Rehab/Reconstruction Improvement District No. BR-24-B.
  - l. Paving and Utility Rehab/Reconstruction Improvement District No. BR-24-C.
  - m. Paving and Utility Rehab/Reconstruction Improvement District No. BR-24-E.
  - n. Paving and Utility Rehab/Reconstruction Improvement District No. BR-24-F.
  - o. Paving and Utility Rehab/Reconstruction Improvement District No. BR-24-G.
  - p. Storm Sewer Lift Station Rehab/Reconstruction and Incidentals Improvement District No. NR-23-C.
  - q. Asphalt Wear Course Improvement District No. PN-24-A.
  - r. Concrete Paving Rehab/Lane Widening Improvement District No. PR-24-A.
  - s. Seal Coat Improvement District No. PR-24-E.
  - t. Asphalt Mill and Overlay Improvement District No. PR-24-F.
  - u. Asphalt Mill and Overlay Improvement District No. PR-24-G.
  - v. Asphalt Paving Rehab/Reconstruction Improvement District No. PR-24-H.
  - w. Traffic Signal Improvements Improvement District No. TN-23-A.
  - x. Sanitary Sewer Lining Improvement District No. UR-24-F.
36. **PUBLIC HEARING** – Special Assessment for the 2025 New and Reconstruction of City Ordered Sidewalks (Project No. SR-24-A).
37. **PUBLIC HEARING** – Special Assessments for the 2025 New and Reconstruction of City Ordered Sidewalks (Project No. SR-24-B).
38. **PUBLIC HEARING** – Special Assessment of Business Improvement District (BID).
39. **PUBLIC HEARING** – Application filed by Bison Run Rentals LLC for a Payment in Lieu of Tax Exemption (PILOT) for a project to be located at 1102 & 1110 17th Street North, which the applicant will use for the renting of residential townhomes.
40. **PUBLIC HEARING** – Annexation of 49.91 acres, more or less located in a portion of the West half of the Northwest Quarter of Section 14, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.
- a. 1st reading of annexation Ordinance.
41. **PUBLIC HEARING** - 46th Avenue Industrial Park Second Addition (3252 and 3336 52nd Avenue North); approval recommended by the Planning Commission on 6/3/25:
- a. Zoning Change from AG, Agricultural to AG, Agricultural and LI, Limited Industrial.
  - b. 1st reading of rezoning Ordinance.
  - c. Plat of 46th Avenue Industrial Park Second Addition.
42. Discussion regarding the 64th Avenue Interchange.



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43. Update on potential relocation sites for the Resource and Recovery Center (formerly the Downtown Engagement Center).
  44. Recommendation to delay indefinitely the full-time Mayor position.
  45. Recommendation to approve the proposed Transit Route changes effective January 1, 2026.
  46. Recommendation to approve the Preliminary Budget as the Final Budget for 2026.
  47. Liaison Commissioner Assignment Updates.
  48. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://FargoND.gov/VirtualCommission)).**

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

Minutes are available on the City of Fargo web site at [FargoND.gov/CityCommission](https://FargoND.gov/CityCommission).



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

## MEMORANDUM

**TO:** Fargo City Commission

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

A handwritten signature in blue ink, appearing to be "JG", is located to the right of the "FROM:" line.

**DATE:** September 24, 2025

**SUBJECT:** Letter of Support for Halberstadts

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

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

Halbertstadts is purchasing a property for offices and a warehouse to support two retail stores. There would be 3 full time and a part time employee at the site.

Halbertstadts is requesting a letter from the City of Fargo to support their application to the NDOF to finance of the purchase of the business.


### Recommended Motion

Provide a letter of support to the NDOF for the for the Halbertstadts project to provide match of the Bank of ND interest buy down program.

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## MEMORANDUM

**TO:** Fargo City Commission

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

**DATE:** September 23, 2025

**SUBJECT:** Sale of Landfill Property to Galvanizers – Square footage amendment

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A third amendment to the purchase agreement with Galvanizers is needed to correct the square footage of the land being purchased. The adjustment removes the land that West Fargo required for street right of way.

The closing deadline remains the same, prior to October 15, 2025. The closing is scheduled for October 7, 2025.

### Recommended Motion:

Approve a third amendment to the purchase agreement with Galvanizers, Inc.

CC: Susan Thompson

**THIRD AMENDMENT TO**  
**PURCHASE AGREEMENT**  
**AND EARNEST MONEY CONTRACT**

This Third Amendment of Purchase Agreement and Earnest Money Contract ("Third Amendment") is entered into as of the 4<sup>th</sup> day of October, 2025 ("Effective Date") between by and between Galvanizers, Inc. (and/or assigns) whose post office address is PO Box 875, West Fargo, ND 58078 hereinafter called "Buyer", and City of Fargo, whose post office address is 225 4<sup>th</sup> Street North, Fargo, ND 58102, hereinafter called "Seller".

**RECITALS:**

**WHEREAS**, the Buyer and Seller entered into a Purchase Agreement and Earnest Money Contract ("Purchase Agreement") effective January 8, 2025, for the purchase by Buyer of certain real property described therein, which Purchase Agreement was amended on April 28<sup>th</sup>, 2025 (the "First Amendment to Purchase Agreement") and was further amended as of August 31, 2025 (the "Second Amendment to Purchase Agreement"); and,

**WHEREAS**, the parties wish to further amend the Purchase Agreement, as previously amended, to make a correction in the square footage of the land being purchased by Buyer and, accordingly, to make a correction in the purchase price;

**NOW, THEREFOR**, Seller and Buyer hereby agree that the Purchase Agreement be amended as follows:

1. The real property to be purchased by Buyer is hereby modified and amended to conform to the Plat of Galvanizer Addition to the City of West Fargo (having been accepted and approved by the City of West Fargo), which consisted of a parcel consisting of 11.909 acres which is also equal to 518,756.04 square feet, not including square footage being dedicated as right of way in the Galvanizer's Addition to the City of West Fargo and, therefore, the resulting and agreed-upon square footage of the parcel being conveyed by Seller to Buyer shall be said 518,756.04 square feet and the resulting purchase price to be paid by Buyer to Seller shall be the sum of ONE MILLION ONE HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED NINETEEN AND 65/100ths DOLLARS (\$1,158,719.65), the parties recognizing that the sum of \$100,000 in the form of earnest money has already been remitted by the Buyer and is to be credited toward the purchase price. This provision shall be deemed to satisfy the condition set forth in Section 16(b) of the Purchase Agreement pertaining to the verification of square footage of the Property.

2. Counterparts. As in the Purchase Agreement, this Third Amendment may be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully-executed counterpart.

In all other respects the Purchase Agreement, as amended, shall remain in full force and effect.

IN TESTIMONY WHEREOF, Seller and Buyer have hereunto set their hands the day and year first above written.

**BUYER**

**Galvanizers, Inc. (and/or assigns)**

Signed by:  
By: Cody Shoman  
5A9D6678E3977484

Its: President

**SELLER**

**City of Fargo**

By: \_\_\_\_\_  
Dr. Tim Mahoney, M.D., Mayor

ATTEST:

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

**OFFICE OF THE  
CITY ATTORNEY**

**CITY ATTORNEY**  
Nancy J. Morris

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

**ASSISTANT CITY ATTORNEYS**

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

(3)

September 23, 2025

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: Ordinance Amendment and Repeal – Fargo Municipal code Article 8-08 - Accidents

Dear Mayor Mahoney and Commissioners,

At the request of the Fargo Police Department, I am enclosing for your consideration an amendment and repeal to sections of the Fargo Municipal Code, Article 8-08 – Accidents.

This article deals with “hit-and-run” offenses and requirements for citizens and police when an crash involving a vehicle occurs. The suggested changes update the ordinances to be consistent with state law and delete unnecessary language.

These changes have been approved by the Fargo Police.

**Suggested Motion:** I move to receive and file an ordinance amending and repealing sections of Fargo Municipal Code Article 8-08 of Chapter 8, relating to Accidents and to place the ordinance on for first reading at the next regularly-scheduled meeting of the Board of City Commissioners.

Sincerely,



William B. Wischer



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 AN ORDINANCE AMENDING SECTIONS 8-0801, 8-0802, 8-0803, 8-0804, 8-0805,  
2 8-0806, 8-0807, AND 8-0808, OF ARTICLE 8-08, OF CHAPTER 8,  
3 OF THE FARGO MUNICIPAL CODE, RELATING TO ACCIDENTS CRASHES

4 AND

5 AN ORDINANCE REPEALING SECTION 8-0809, OF ARTICLE 8-08, OF CHAPTER  
6 8, OF THE FARGO MUNICIPAL CODE, RELATING TO FALSE REPORTS

7 AND

8 AN ORDINANCE AMENDING SECTION 1-0305, OF ARTICLE 1-03, OF CHAPTER  
9 1, RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS.

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

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

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

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

19 NOW, THEREFORE,

20 Be it Ordained by the Board of City Commissioners of the City of Fargo:  
21  
22  
23

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1     Section 1. Amendment.

2     Sections 8-0801, 8-0802, 8-0803, 8-0804, 8-0805, 8-0806, 8-0807, and 8-0808, of Article  
3     8-08, of Chapter 8, of the Fargo Municipal Code, are amended as follows:

4     ARTICLE 8-08 – ACCIDENTS CRASHES

5     8-0801. - Immediate notice of accident crash.

6     The driver of a vehicle involved in an accident crash in the city resulting in injury to or death  
7     of any person or in property damage to the extent set forth in North Dakota ~~state law~~ Century  
8     Code section 39-08-09 shall immediately give notice of such accident crash to the Fargo  
9     police department.

10    The driver of a vehicle involved in an crash with an undomesticated animal resulting in  
11    property damage only to the driver's vehicle is exempt from the notice requirements of this  
12    section, regardless of the amount of damage to the driver's vehicle.

13    8-0802. - Written report of accident crash to city.

14    The driver of a vehicle ~~which is~~ involved in any ~~manner in an~~ accident crash resulting in  
15    bodily injury to or death of any person or ~~total~~ property damage to an apparent extent of the  
16    amount as established by North Dakota ~~state law~~ Century Code section 39-08-09 shall forward  
17    a written report of such accident crash to the police department of this city ~~on forms provided~~  
18    ~~by the city~~. The provisions of this section shall not be applicable if the accident crash was  
19    investigated at the scene by a police officer while such driver was present.

20    8-0803. - ~~Accident~~ Crashes involving damage to vehicles.

21    The driver of any vehicle involved in an accident crash resulting only in damage to a vehicle  
22    which is driven or attended by any person shall immediately stop ~~his the~~ vehicle at the scene  
23    of such accident crash or as close ~~thereto~~ as possible and ~~in every event~~ shall remain at or  
24    return to ~~and remain at~~ the scene of such accident crash until ~~he has~~ the driver has fulfilled all  
25    of the requirements of §§ 8-0801 and 8-0804. Every ~~such~~ stop shall be made without  
26    obstructing traffic more than is necessary.

27    8-0804. - Duty to give information and render aid.

28    The driver of any vehicle involved in an accident crash resulting in injury to or the death of  
29    any person or damage to any vehicle which is driven or attended by any person shall give the  
30    driver's name, ~~and~~ address, ~~and the~~ name of the motor vehicle insurance policy carrier of the

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 driver and owner, as well as the and registration number, of the vehicle. Upon request, and if  
2 available, the driver of any vehicle involved in the accident crash shall exhibit the driver's,  
3 operator's, or chauffeur's license to the person struck or to the driver or occupant of, or person  
4 attending, any other vehicle involved in the accident crash and. The driver shall render to any  
5 person injured in the accident crash, reasonable assistance, including the carrying, or the  
6 making of arrangements for the carrying, of the person to a physician, surgeon, or hospital for  
7 medical or surgical treatment if it is apparent that treatment is necessary or if such carrying is  
8 requested by the injured person.

9 8-0805. - Duty upon striking fixtures or other property.

10 The driver of any vehicle involved in an accident crash resulting only in damage to fixtures,  
11 unattended vehicles, or other property shall take reasonable steps to locate the owner or person  
12 in charge of such property and notify him the owner of such fact and of his the driver's name,  
13 address, and of the registration number of the vehicle, he is driving and shall, uUpon request,  
14 and if available, the driver shall exhibit his the operator's or chauffeur's license and shall give  
15 immediate notice as required by § 8-0801 and make reports of such accident as required by §  
16 8-0802.

17 8-0806. - Officer to report to traffic director.

18 Every law enforcement officer who, in the regular course of duty, investigates a motor vehicle  
19 accident crash, which is required to be reported as provided in North Dakota Century Code  
20 section 39-08-09, either at the time and at the scene of the accident or thereafter by  
21 interviewing the participants or witnesses shall forward promptly a written report, prescribed  
22 by the traffic director, in duplicate to the traffic division. Said officer upon completion of  
23 investigation shall issue and affix to each of the cars involved a "damaged-car release sticker".

8-0807. - Driver unable to report—Report by occupant or owner.

- A. An accident crash report is not required under this chapter from any person who is physically incapable of making the report during the period of such incapacity.
- B. Wherever the driver of a vehicle is physically incapable of giving an immediate report of any accident crash as required herein, and there was another occupant in the vehicle at the time of the accident crash capable of doing so, such occupant shall make or cause to be given the report normally required of the driver.
- C. Whenever the driver of a vehicle is physically incapable of making a written report of an accident crash as required herein and such driver is not the owner of the vehicle, then the owner of the vehicle, within five days after learning of the accident crash, shall make the report normally required of the driver.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

8-0808. - Garages to report and investigation stickers.

~~The person in charge of any garage or repair shop located in the city to which it is brought any motor vehicle which shows evidence of having been involved in an accident or struck by any bullet, if said vehicle does not have a damaged car release sticker attached thereto or if said vehicle has bullet holes therein, shall immediately, and before any repairs are made, make a report to the police department. Said report shall include the license plate number, and name, and address of owner or operator of such vehicle. If said vehicle does have a damaged car release sticker attached thereto no report to the police department is necessary. Stickers on such vehicles are not to be removed until repairs are completed, but must be removed before the vehicle is released to the owner or operator.~~

The person in charge of any garage or repair shop to which is brought any motor vehicle which shows evidence of having been involved in a reportable crash as provided in North Dakota Century Code section 39-08-09 or of being struck by any bullet, shall report or cause a report to be made to the Fargo Police within twenty-four hours after such motor vehicle is received, and before any repairs are made. The report shall contain the registration number, name and address of the owner, operator, or person in control of such vehicle, description and location of the type of damage to the vehicle, and any missing parts. The report is not required if the vehicle has a sticker on a window issued by a police officer, sheriff, or highway patrol trooper, bearing information to show that the crash in which the vehicle was involved has been investigated. The police officer investigating any reportable crash shall attach a sticker to the window of any damaged vehicle showing that the crash in which such vehicle was involved has been investigated. If the vehicle does bear such a sticker, the garage or repair shop may begin repairs immediately. After repairs have been made and before the vehicle is released, the sticker provided must be removed.

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Section 2. Repeal.

Section 8-0809, of Article 8-08, of Chapter 8, of the Fargo Municipal Code, is repealed.

Section 3. Amendment.

Section 1-0305, of article 1-03, of chapter 1, of the Fargo Municipal Code, is amended as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article:

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D) (failure to deliver plates) section 8-0803 (~~accidents~~ crashes involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), ~~section 8-0809 (false reports)~~, section 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0321.1 (criminal mischief-hate crime), section 10-0322 (harassment), section 10-0322.1 (harassment-hate crime), section 10-0323 (simple assault), section 10-0323.1 (simple assault-hate crime), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ( $\geq \frac{1}{2}$  oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), 12-0105(E)(6)(failing to surrender habitually at large animal), 12-0117(G)(2)(owning a dog after being barred), 12-0117(G)(3)(failure to surrender a dangerous or potentially dangerous dog), 12-0117(G)(4)(allowing a dangerous or potentially dangerous dog to run at large), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), article 13-18 (massage therapy establishments), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-0412 (unlicensed taxicab or vehicle for hire), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1518(C) (minor misrepresenting age), and section 25-1518(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities), article 25-38 (commercial pedal car vehicles).

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

A person who violates Fargo Municipal Code sections 8-0801, 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.

A person who violates Fargo Municipal Code sections 8-0803, 8-0804, or 8-0805 shall be deemed to have committed a Class B Misdemeanor and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

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

Attest:

First Reading:  
Second Reading and Final Passage:  
Publication:



**OFFICE OF THE  
CITY ATTORNEY****CITY ATTORNEY**  
Nancy J. Morris**SERKLAND LAW FIRM**

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

**ASSISTANT CITY ATTORNEYS**

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

September 25, 2025

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Amending Section 8-1009 pertaining to Night Parking Restrictions**

Mayor and Commissioners,

Pursuant to your directive on August 27, 2025, at the request of Public Works Operation Director Ben Dow, please find attached for receive and file amended Fargo Municipal Code § 8-1009, removing the night parking restrictions for locations outside of the central business district. Staff evaluated the continued necessity of the seasonal overnight parking restrictions and determined that the one sided parking restriction implemented in 2011 sufficiently addressed the concerns, and the overnight parking restrict is no longer necessary.

**Suggested Motion:** I move to receive and file the following ordinance amending section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code relating to the Traffic Code.

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

Regards,

Nancy J. Morris

NJM/lmw

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 8-1009 OF ARTICLE 8-10  
OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE TRAFFIC CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code is hereby amended to read as follows:

8-1009. Night Parking Restrictions.--

A. Within the central business district, as defined in § 8-0101, it shall be unlawful for any person to park any vehicle or trailer on any north-south street between the hours of 2:00 a.m. and 7:00 a.m. on Tuesdays, Thursdays, and Saturdays, or on any east-west avenue between the hours of 2:00 a.m. and 7:00 a.m. on Mondays, Wednesdays, Fridays, and Sundays. Any vehicle or trailer parked in violation of this section is hereby declared to be a public nuisance, and may be impounded by the police department.

~~B. From November 1 of each year until April 15 of the following year, within the area of the city outside of the central business district from 19th Avenue North to~~

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

13th Avenue South, inclusive, and from the Red River to 25th Street North and South, inclusive, excluding the area between the Red River and 5th Street South, inclusive, from 6th Avenue South to 12th Avenue South, inclusive, and in any other area which is designated by appropriate signs, it shall be unlawful for any person to park any vehicle or trailer on any north-south street between the hours of 1:00 a.m. and 7:00 a.m. on Tuesdays, Thursdays, and Saturdays, or on any east-west avenue between the hours of 1:00 a.m. and 7:00 a.m. on Mondays, Wednesdays, Fridays, and Sundays. Any vehicle or trailer parked in violation of this section is hereby declared to be a public nuisance, and may be impounded by the police department.

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay a fee of as provided in Section 1-0305 (13)(a) of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:



**OFFICE OF THE  
CITY ATTORNEY**

**SERKLAND LAW FIRM**

10 Roberts Street North

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Phone: 701.232.8957 | Fax: 701.237.4049

**CITY ATTORNEY**

Nancy J. Morris

**ASSISTANT CITY ATTORNEYS**

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

(5)

September 25, 2025

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Amend Section 25-1507 relating to Alcoholic Beverages**

Mayor and Commissioners,

Please find attached and presented for your approval an ordinance amendment to Fargo Municipal Code § 25-1507 relating to fees associated with securing an E permit for liquor sales. The request was approved by the Liquor Control Board for recommendation to the board of city commissioners on September 17, 2025.

**Suggested motion:** I move to receive and file the following ordinance amending § 25-1507 of Article 25-15 of Chapter 25 of the Fargo Municipal Code relating to alcoholic beverages.

Please contact me or Steve Sprague if you have any questions, comments or concerns.

Regards,

Nancy J. Morris

NJM/lmw

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING  
SECTION 25-1507 (A) OF ARTICLE 25-15  
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE  
RELATING TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1507 (A) of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby  
amended as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

**25-1507. License—Fees.**

- A. Initial issuance fee—For a license granted which is not a renewal or a transfer of an existing license, the following fees shall be payable as hereinafter provided:

Class AB—\$150,000

Class ABH—\$30,000

Class ABH-RZ—\$15,000

Class ABH-limited—\$1,800.00

Class A—\$115,000

Class B—\$ 90,000

Class C—\$7,500

Class D—\$1,500.00

Class DD—\$3,000

Class E—\$25 ~~plus \$10 for each day requested. Additional \$25 fee if application is received less than 7 days before the event, and only after a showing of good cause. In no event will a A permit shall not be issued less than 48 hours before the scheduled event without a showing of good cause.~~

Class F—\$3,000

Class FA—\$100,000

Class FA-RZ—\$50,000

Class FA-GOLF—\$60,000

Class FA-ENTERTAINMENT—\$100,000

Class G—\$1,000

Class H—\$800

Class I—\$10,000



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 Class I-ENTERTAINMENT—\$10,000

2 Class J—No fee

3 Class L—No fee

4 Class M—\$1,500

5 Class N—\$3,000

6 Class O—\$400

7 Class P—\$1,400

8 Class W—\$7,500

9 Class Y—\$3,000

10 Class Z—\$105,000

11 Class B-Limited—\$80,000

12 Class RZ-V—\$5,000

13 Class DCP-E—\$25 plus \$10 for each day requested.

14 Class VWB—\$7,500

15 No fee shall be charged for the initial issuance of a license hereunder to a lodge or  
16 club, nor shall any fee be charged for the initial issuance of a license to any liquor  
17 establishment licensed by any other political subdivision over which the city of Fargo  
18 has subsequently acquired jurisdiction by annexation, provided, however, that such  
19 liquor establishment must have been in existence for at least fifteen (15) years prior to  
20 such annexation by the city of Fargo. The initial issuance fee charged shall be the  
21 difference between the city fee and the fee originally charged by the issuing  
22 subdivision.

23 A non-refundable payment in the sum of 10% of the initial issuance fee shall be  
paid at the time issuance of the license is approved by the board of city commissioners  
pursuant to § 25-1508 of this article. The remainder of the initial issuance fee shall be  
payable upon issuance of the license, but not more than 30 days after date of approval  
by the board of city commissioners; provided, that the time for payment of the

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 remaining balance of the initial issuance fee may, with the approval of the board of city  
2 commissioners, be deferred and paid by periodic payments within 180 days after the  
3 date of approval. In the event that the applicant fails to pay the remainder of the initial  
4 issuance fee within 30 days, or such other time as may have been approved by the  
board of city commissioners, the approval shall be deemed to have expired and the  
10% payment by the applicant shall be forfeited.

5 \*\*\*

6 Section 2. Effective Date.

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

8  
9  
10 \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

11 Attest:

12  
13 \_\_\_\_\_  
Steven Sprague, City Auditor

14  
15 First Reading:  
16 Second Reading:  
17 Final Passage:  
18  
19  
20  
21  
22  
23

**OFFICE OF THE  
CITY ATTORNEY****CITY ATTORNEY**

Nancy J. Morris

**SERKLAND LAW FIRM**

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

**ASSISTANT CITY ATTORNEYS**

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

September 25, 2025

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Dangerous Building located at 1202-1204 1<sup>st</sup> Avenue South and 103, 105, 105 ½ 12<sup>th</sup> Street South, Fargo, North Dakota**

Dear Mayor and Commissioners,

A hearing on the dangerous building was held on September 2, 2025, at which time designated this a dangerous building, and directed the City Attorney to prepare findings and order its removal on or before October 31, 2025. The prepared Findings of Fact, Conclusions and Order are presented for your approval.

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

Sincerely,

Nancy J. Morris

Enclosure

cc: Shawn Ouradnik, Inspections Department

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

Property Address: 1202-1204 1<sup>st</sup> Avenue South and 103, 105, 105 ½ 12<sup>th</sup> Street South, Fargo,  
North Dakota

Property Owner: Hui Lu and Sufen Mo

A hearing was held before the Board of City Commissioners of the City of Fargo (Board) on the 2nd day of September, 2025 regarding the property located at 1202 1<sup>st</sup> Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. The property owners appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director and the property owners, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

**FINDINGS OF FACT**

1. That Hui Lu and Sufen Mo are the owners of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

North Sixty-seven (67) feet of the South One Hundred Forty (140) feet of the East Forty-six and Two-thirds (46 and 2/3) feet of Block Thirteen (13) in the Original Townsite Addition to the city of Fargo

Street address: 1202-1204 1<sup>st</sup> Avenue South and 103, 105, 105 ½ 12<sup>th</sup> Street South, Fargo,  
North Dakota

(Subject Property).

2. That on July 9, 2025, Bill Thompson and Luke Olson, Building Inspectors for the city of Fargo, inspected the Subject Property and found the building, a 1915 2-Story 5-Unit wood-

framed structure, to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 109.1.5 of the 2024 International Property Maintenance Code, adopted by reference in Article 31-01 of the Fargo Municipal Code concerning dangerous structures.

3. That the building is unsafe and is a dangerous building in the following respects: (a) significant wall/window damage to main floor unit due to police activity on June 14, 2025; (b) total loss due to fire in the basement unit on July 7, 2025; (c) smoke damage to all remaining units due to July 7, 2025 fire; (d) 17 calls for service since January 1, 2025; (e) all entry doors have been kicked in; (f) squatter complaints and damage to main floor unit; (g) electrical meters were removed due to fire; (h) interior inspection beds were utilized in non-conforming areas; (i) basement walls show significant movement, braces are in place; (j) existing deck has deteriorated areas of deck boards and guard; and (k) significant damage from fire in 2020.

4 That the following conditions exist concerning the Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

5. That the information in the files of the Inspections Department stemming from various inspections of the property on or before **September 2, 2025**, concerning the Subject Property is hereby accepted as true and correct.

6. That Notice of Dangerous Building was posted to the house and garage on the property on or about July 24, 2025, pursuant to Fargo Municipal Code § 21-0404. The Notice of Dangerous Building informed the owners and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

**CONCLUSIONS AND ORDER**

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

1. That the building located at 1202-1204 1<sup>st</sup> Avenue South and 103, 105, 105 ½ 12<sup>th</sup> Street South, Fargo, North Dakota 58103, is hereby found to be a “dangerous building.”
2. That the owners or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the “dangerous building” should not be demolished.
3. That despite being ordered that the building on the Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the owners or anyone else claiming to have an ownership interest in said building has failed to do so.

**IT IS HEREBY ORDERED** that Hui Lu and Sufen Mo, or anyone else claiming an ownership interest, shall demolish the “dangerous building” and remove all building debris located at 1202-1204 1<sup>st</sup> Avenue South and 103, 105, 105 ½ 12<sup>th</sup> Street South, Fargo, North Dakota by October 31, 2025.

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

DATED this \_\_\_\_\_ day of September, 2025.

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

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

ATTEST:

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



**NOTICE OF ENTRY OF ORDER**

TO: HUI LU AND SOFEN MO AND ALL OTHER PERSONS HAVING INTEREST IN THIS  
PROPERTY

RE: PROPERTY AT 1202-1204 1<sup>ST</sup> AVENUE SOUTH AND 103, 105, 105 ½ 12<sup>TH</sup> STREET  
SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous building” on the Subject Property may be demolished by the city of Fargo at any time on or after October 31, 2025.

DATED this \_\_\_\_\_ day of September, 2025.

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

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

ATTEST:

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

RECEIVED

SEP 22 2025

3:00 pm

(7)

City Commission  
Office

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

James and Victoria Ingstad,  Plaintiffs,  v.  City of Fargo, a North Dakota municipal corporation,  Defendant.	Case No. 09-2025-CV-03948  <b>SUMMONS</b>
---	---

**THE STATE OF NORTH DAKOTA TO THE ABOVE-NAMED DEFENDANT:**

[¶1] You are hereby summoned and required to appear and defend against the Complaint in this action which is herewith served upon you by serving upon the undersigned an Answer or other proper response within twenty-one (21) days of service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Dated this 17<sup>th</sup> day of September, 2025.

**VOGEL LAW FIRM**

/s/ Jordan B. Weir

BY: Jordan B. Weir (#07852)  
Jeffrey P. Sprout (#08770)  
218 NP Avenue  
PO Box 1389  
Fargo, ND 58107-1389  
701.237.6983  
Email: jweir@vogellaw.com  
sprout@vogellaw.com  
ATTORNEYS FOR PLAINTIFF

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

James and Victoria Ingstad,

Plaintiffs,

v.

City of Fargo, a North Dakota municipal  
corporation,

Defendant.

Case No. 09-2025-CV-03948

**COMPLAINT**

[¶1] **COMES NOW**, Plaintiffs, James and Victoria Ingstad (“Plaintiffs”), by and through counsel, for their Complaint against Defendant City of Fargo (“City”), allege and state as follows:

**I. PARTIES, JURISDICTION, AND VENUE**

[¶2] Plaintiffs are residents of Cass County, North Dakota, and owners of real property located at 1102 32nd Avenue South, Fargo, North Dakota (the “Property”).

[¶3] Defendant City of Fargo is a municipal corporation organized under the laws of the State of North Dakota and operating within Cass County.

[¶4] Jurisdiction is proper under N.D.C.C. § 27-05-06 and venue is proper in Cass County pursuant to N.D.C.C. § 28-04-01 because the claims arise from actions affecting real property located in Cass County.

**II. FACTS**

[¶5] Since at least 1997, Plaintiffs have maintained and improved the Property, including landscaping and driveway access in and through the City’s right of way, with the City’s

knowledge and tacit approval. In 2009, Plaintiffs met with City officials, including Mayor Walaker and City Administrator Bittner, wherein the City gave Plaintiffs express permission to plant trees, landscape, and improve drainage through the City's right of way adjacent to Plaintiffs' Property. Plaintiffs have maintained that access and all landscaping improvements from that time forward.

[¶6] In 2009, the City constructed a levee adjacent to the Property as part of its emergency flood protection efforts. The levee was built without Plaintiffs' consent, without compensation, and without formal condemnation proceedings.

[¶7] The City represented the levee as a temporary structure, yet it remains in place to this day, occupying a portion of Plaintiffs' land and impairing access, visibility, and marketability of the Property.

[¶8] The City represented the levee was on City property until 2023, when, for the first time, the City notified Plaintiffs the structure had been built on their property.

[¶9] The levee has encroached on Plaintiffs' Property, without Plaintiffs' consent, without condemnation proceedings, and without compensation, continuously since 2009.

[¶10] In 2015, the City initiated a buyout program for similarly situated homeowners along River Drive, Hackberry Drive, and Harwood Drive. Plaintiffs requested an offer but were never provided one, nor was an appraisal ever conducted. Upon information and belief, Plaintiffs were the only City residents in this area who requested an offer at the City's invitation and were ignored.

[¶11] From 2009 to the present day, due to the existence of the levee built by the City, the value of Plaintiffs' property was substantially diminished, yet the City refused to consider

offering a buyout to Plaintiffs even while the City offered just compensation to the vast majority, if not all, of Plaintiffs' neighbors who were similarly situated.

[¶12] From 2009 to the present day, due to the actions by the City and in part due to the construction of the encroaching levee, the Plaintiffs' Property has been without adequate flood protection and, as a result, the Property's value has been greatly diminished.

[¶13] In 2023-2025, the City undertook construction of Lift Station #27, which further disrupted Plaintiffs' use and enjoyment of the Property, including multiple periods of blocked access.

[¶14] The City has so disrupted Plaintiffs' use of their Property that they have not had garbage service (despite paying the City for service), their regular mail service is disrupted on a regular basis, packages do not get delivered, contractors hired to work on Plaintiffs' house are denied access, and Plaintiffs themselves are completely and totally prohibited from accessing their home for days and even weeks at a time.

[¶15] When the City informed Plaintiffs of the Lift Station project, they told Plaintiffs that if, at any time, their common access to their home was impeded, they would always maintain separate access into their home. The City told Plaintiffs they would never be blocked from accessing their property.

[¶16] Due to the nature of the Lift Station project and its proximity to Plaintiffs' home, the means of accessing Plaintiffs' house has been changed drastically and will permanently be altered. As a result, the City did engage in discussions with Plaintiffs about the route of the drive into Plaintiff's home.

[¶17] Plaintiffs invested substantial resources into landscaping and driveway improvements, including over \$10,000.00 paid to a landscape architect and many hours spent with City

officials to discuss plans for the driveway. After this investment, the City left Plaintiffs with the understanding that Plaintiffs' plan for landscaping was approved. The City later imposed new restrictions that rendered the improvements unworkable.

[¶18] The Lift station project was initially planned for completion by July, 2025. In fact, while they had agreed to conclude all work by November, they asked Plaintiffs to agree to allow them to work into December and January. Plaintiffs agreed because they were told there was no reason why the work would take longer than July.

[¶19] As of September 15, 2025, the project is still unfinished and contractors informed Plaintiffs that they will once again block Plaintiffs' ability to access their home for an extended period of time. When Plaintiffs asked them to allow for access, the contractors refused, saying they needed to finish more quickly.

[¶20] On September 15, 2025, the City notified Plaintiffs that the driveway access to their home will be narrower than anticipated, meaning there would not be two-way travel and larger vehicles, trucks, and vans would have difficulty accessing Plaintiffs' property.

[¶21] The City now seeks to impose additional limitations on Plaintiffs' use of the right-of-way and proposes charging Plaintiffs for berm tie-ins, despite the City's own use of Plaintiffs' Property for public flood protection.

[¶22] The City's actions have substantially interfered with Plaintiffs' property rights, diminished the value of the Property, and deprived Plaintiffs of the reasonable use and enjoyment of their land.

### **III. CLAIMS FOR RELIEF**

#### **COUNT I – INVERSE CONDEMNATION**

[¶23] Plaintiffs reallege paragraphs 1–22 as if fully set forth herein.

[¶24] The City's construction and continued maintenance of the levee constitutes a physical occupation and taking of Plaintiffs' property for public use without just compensation, in violation of Article I, § 16 of the North Dakota Constitution and the Fifth and Fourteenth Amendments to the U.S. Constitution.

[¶25] Plaintiffs are entitled to compensation for the fair market rental value of their property from 2009 to the present day because the City's actions constitute a temporary, total taking of Plaintiffs' property.

[¶26] Plaintiffs are entitled to compensation for the taken portion of Plaintiffs' property, along with consequential and severance damages to the property and the resulting diminution in value to Plaintiffs' property as a whole.

[¶27] The City's Lift Station construction project and the resulting impact on Plaintiffs' use and enjoyment of their home, along with the impact on Plaintiffs' ability to access their home constitutes a taking of Plaintiff's property for public use without just compensation, in violation of Article I, § 16 of the North Dakota Constitution and the Fifth and Fourteenth Amendments to the U.S. Constitution.

[¶28] Plaintiffs are entitled to compensation for the ongoing work on the project that has resulted in an adverse impact on Plaintiffs' free use and enjoyment of their property.

[¶29] Plaintiffs are entitled to compensation due to the ongoing work on the project that has resulted in an adverse impact on Plaintiffs' reasonable access to and from their property, including but not limited to, periods of time when Plaintiffs were blocked entirely from accessing their home.

[¶30] The value of Plaintiffs' property will be greatly, permanently diminished as a result of the completion of the project.

[¶31] Plaintiffs are entitled to just compensation as a result of the adverse effect the project will have on Plaintiffs' property.

#### **COUNT II – TRESPASS**

[¶32] Plaintiffs reallege paragraphs 1–31 as if fully set forth herein.

[¶33] The City's unauthorized entry onto and continued occupation of Plaintiffs' land constitutes a continuing trespass.

[¶34] The City's actions were intentional, without consent, and have caused actual harm to Plaintiffs' possessory interests.

[¶35] Plaintiffs are entitled to damages for the trespass, including loss of use, emotional distress, and costs associated with remediation and access disruption.

#### **COUNT III – PRIVATE NUISANCE**

[¶36] Plaintiffs reallege paragraphs 1–35 as if fully set forth herein.

[¶37] The City's construction, maintenance, and continued presence of the levee on Plaintiffs' property — without consent or compensation — has substantially and unreasonably interfered with Plaintiffs' use and enjoyment of their land.

[¶38] The City's actions have impaired access to the Property, obstructed visibility, disrupted landscaping plans, and diminished the Property's marketability and value.

[¶39] These interferences are ongoing, substantial, and unreasonable, and constitute a private nuisance under N.D.C.C. § 42-01-01, N.D.C.C. § 42-01-02, and applicable common law.

[¶40] As a direct and proximate result of the City's private nuisance, Plaintiffs have suffered damages including loss of use, diminished property value, emotional distress, and costs associated with remediation and access disruption.

#### **COUNT IV – PUBLIC NUISANCE**



[¶41] Plaintiffs reallege paragraphs 1–40 as if fully set forth herein.

[¶42] The City’s actions — including the construction and maintenance of the levee, imposition of new restrictions on landscaping and driveway access, and disruption caused by Lift Station #27 — have interfered with public rights, including access to public infrastructure and the safe, reasonable use of adjacent public rights-of-way.

[¶43] The City’s conduct has rendered portions of the public right-of-way dangerous, inaccessible, and unusable for extended periods, affecting not only Plaintiffs but also other members of the public.

[¶44] These actions constitute a public nuisance under N.D.C.C. § 42-01-06 and applicable law.

[¶45] Plaintiffs have suffered special injury distinct from the general public, including blocked access to their home, devaluation of their property, and loss of privacy and use of the right-of-way.

[¶46] Plaintiffs are entitled to damages and injunctive relief to abate the public nuisance and restore reasonable access and use of the affected areas.

#### **IV. PRAYER FOR RELIEF**

[¶47] WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against Defendant City of Fargo as follows:

- a. For a declaration that the City’s actions constitute a taking under North Dakota and federal law;
- b. For just compensation for the inverse condemnation, including fair market rental value and diminution in value;
- c. For damages resulting from trespass, including loss of use and enjoyment;
- d. For pre- and post-judgment interest;

- e. For costs, disbursements, and attorney's fees as allowed by law; and
- f. For such other and further relief as the Court deems just and equitable.

**JURY DEMAND**

**[¶48] PLAINTIFFS RESPECTFULLY DEMAND A TRIAL BY JURY OF SIX PERSONS ON ALL CLAIMS THAT ARE SO TRIABLE.**

Dated this 17<sup>th</sup> day of September, 2025.

**VOGEL LAW FIRM**

*/s/ Jordan B. Weir*

BY: Jordan B. Weir (#07852)  
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ATTORNEYS FOR PLAINTIFFS

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

<p>James and Victoria Ingstad,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>City of Fargo, a North Dakota municipal corporation,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 09-2025-CV-03948</p> <p style="text-align: center;"><b>NOTICE OF MOTION FOR TEMPORARY RESTRAINING ORDER / PRELIMINARY INJUNCTION</b></p>
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[¶1] **PLEASE TAKE NOTICE** that the Motion for Temporary Restraining Order and Preliminary Injunction is being submitted pursuant to North Dakota Civil Procedure 65, and that a preliminary injunction hearing for the purpose of presenting evidence and oral argument will be timely requested.

[¶2] **PLEASE TAKE FURTHER NOTICE** that Plaintiffs, James and Victoria Ingstad submit the following Motion for Temporary Restraining Order and Preliminary Injunction and Brief in Support of Motion for Temporary Restraining Order and Preliminary Injunction pursuant to Rule 65, North Dakota Rules of Civil Procedure. Pursuant to Rule 65, North Dakota Rules of Civil Procedure, you are required to serve a response brief and any supporting materials within seven days of service of the Brief in Support of Motion for Temporary Restraining Order and Preliminary Injunction.

Dated this 17<sup>th</sup> day of September, 2025.

**VOGEL LAW FIRM**

/s/ Jordan B. Weir

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ATTORNEYS FOR PLAINTIFF

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

James and Victoria Ingstad,

Plaintiffs,

v.

City of Fargo, a North Dakota municipal  
corporation,

Defendant.

Case No. 09-2025-CV-03948

**MOTION FOR TEMPORARY  
RESTRAINING ORDER /  
PRELIMINARY INJUNCTION**

[¶1] Plaintiffs, James and Jane Ingstad move the Court for a Temporary Restraining Order and Preliminary Injunction pursuant to Rule 65 of the North Dakota Rules of Civil Procedure and N.D.C.C. § 32-06-01 et seq.

[¶2] Plaintiffs respectfully request that the Court grant their motion for a temporary restraining order and, following a hearing on Plaintiffs' motion for a preliminary injunction, a preliminary injunction:

1. Enjoining the City from imposing new restrictions on landscaping or driveway access;
2. Prohibiting the City from charging fees for berm tie-ins;
3. Preventing the City from removing existing trees or landscaping;
4. Requiring the City to maintain the status quo and suspend the Lift Station # 27 Project pending resolution;
5. Granting such other relief as the Court deems just and equitable;

[¶3] This Motion is based on the Brief in Support of Plaintiffs' Motion for Temporary Restraining Order / Preliminary Injunction, and Verified Complaint, which are all filed simultaneously herewith.

Dated this 17<sup>th</sup> day of September, 2025.

**VOGEL LAW FIRM**

/s/ Jordan B. Weir

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ATTORNEYS FOR PLAINTIFF

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

James and Victoria Ingstad,

Case No. 09-2025-CV-03948

Plaintiffs,

v.

City of Fargo, a North Dakota municipal  
corporation,

**BRIEF IN SUPPORT OF  
MOTION FOR TEMPORARY  
RESTRAINING ORDER /  
PRELIMINARY INJUNCTION**

Defendant.

**I. INTRODUCTION**

[¶1] Plaintiffs James and Victoria Ingstad respectfully submit this brief in support of their Motion for Temporary Restraining Order and Preliminary Injunction. Plaintiffs seek to preserve the status quo and prevent the City of Fargo from taking further unilateral action adversely affecting their property at 1102 32nd Avenue South, Fargo, North Dakota (the “Property”), including:

- Preventing Plaintiffs from accessing their home;
- Imposing new restrictions on landscaping and driveway access;
- Revoking historical permissions for use of the right-of-way; and
- Continuing to occupy the Property with a levee constructed without consent or compensation

Plaintiffs are entitled to injunctive relief under Rule 65 of the North Dakota Rules of Civil Procedure and N.D.C.C. § 32-06-02.

**II. FACTUAL BACKGROUND**

[¶2] Since at least 1997, Plaintiffs have maintained and improved the Property, including landscaping and driveway access from the City’s 32<sup>nd</sup> Ave S. Right of Way, with the City’s

knowledge and tacit approval. *See* Declaration of James Ingstad at ¶¶ 5-6. In 2009, without first seeking Plaintiff's permission, the City constructed a levee on the Property as part of its emergency flood protection efforts. *See* Complaint at ¶ 6. The levee was built without Plaintiffs' consent, without compensation, and without formal condemnation proceedings. *Id.* at ¶ 9. The City represented the levee as a temporary structure, yet it remains in place to this day, occupying a portion of Plaintiffs' land and impairing access, visibility, and marketability of the Property. *Id.* at ¶ 7. In 2015, the City initiated a buyout program for similarly situated homeowners along River, Harwood, and Hackberry Drives, among other neighborhoods. *Id.* at ¶ 10. Plaintiffs requested an offer but were never provided one, nor was an appraisal conducted. *Id.* at ¶ 11. Upon information and belief, Plaintiffs were the only residents who requested an offer but were never given one in this neighborhood.

[¶3] Now, from 2023–2025, the City undertook construction of Lift Station #27, to the North/Northwest of Plaintiffs' Property, which has further disrupted Plaintiffs' use and enjoyment of the Property, including multiple periods of blocked access. *See* Declaration of James Ingstad at ¶¶ 8-16. During construction beginning in the fall of 2024 and extending through the summer of 2025, the City's work has resulted in at least 30 full days where nobody, including Plaintiffs, were able to get in or out from the Property due to the construction project. *Id.* at ¶ 8. When the City first informed Plaintiffs of the project in 2023, they represented to Plaintiffs that at no time would they be without access to their home.

[¶4] At the City's invitation, and due to the impact the project would have on Plaintiffs' Property, Plaintiffs invested substantial resources into landscaping and driveway improvements, including over \$10,000 paid to a landscape architect. *See* Complaint at ¶ 17. Plaintiffs spent hours with City officials discussing plans for landscaping and the driveway



access. The City reviewed these plans but later imposed new restrictions that rendered the improvements unworkable. *Id.* The City now seeks to impose additional limitations on Plaintiffs' use of the right-of-way and proposes charging Plaintiffs for berm tie-ins, despite the City's own use of the land for public flood protection. *Id.* at ¶ 21. The City's actions have substantially interfered with Plaintiffs' property rights, diminished the value of the Property, and deprived Plaintiffs of the reasonable use and enjoyment of their land. *See* Declaration of James Ingstad at ¶¶ 14-16.

[¶5] On September 15, the City informed Plaintiffs they would be without access for at least five days beginning on Thursday, September 18. *Id.* At ¶ 10. The City also informed Plaintiffs that the driveway they intended to create would be too narrow for two-way travel and would not follow what Plaintiffs had requested nearly two years prior – plans the City had heretofore accepted without comment that allowed for spacing between the drive and the lift station walls for privacy. *Id.* at ¶¶ 11 – 16.

[¶6] Plaintiffs now seek Injunctive Relief to maintain the status quo and to avoid irreparable harm to Plaintiffs' property rights. The City should not be allowed to pour concrete until they can assure Plaintiffs will have access to their home throughout the project, and the City should not be allowed to unilaterally reject Plaintiffs' plan for the permanent drive into their home for a pathway that is too narrow for larger trucks, vans, and too narrow for two-way travel. Such a path would irreparably harm Plaintiffs, as it would diminish the value of their home.

### III. LAW AND ARGUMENT

#### A. Legal Standard

[¶7] This Court is authorized by Rule 65, N.D.R.Civ.P., to issue temporary restraining orders, preliminary injunctions, and other forms of temporary injunctive relief. *See* N.D. R. Civ. P. 65. Specifically, Rule 65 of the North Dakota Rules of Civil Procedure states:

[¶8] Basis for Relief. The court may issue a temporary restraining order only if it finds:

- (A) appropriate injunction grounds;
- (B) a clear need for immediate relief; and
- (C) either:
  - (i) the moving party gave reasonable notice or made reasonable efforts to give reasonable notice to the opposing party's attorney, if known, or if not known, to the opposing party; or
  - (ii) a substantial reason exists for not giving notice.

N.D. R. Civ. P. 65.

[¶9] The issuance of temporary injunctive relief is within the discretion of the district court. *Vorachek v. Citizens State Bank of Lankin*, 461 N.W.2d 580, 585 (N.D. 1990). A temporary restraining order (“TRO”) and a preliminary injunction are tools that permit the court to exercise its discretion to preserve the status quo for trial and protect the rights of the applicant pending a determination on the merits. *Id.*; *see also State v. Holecek*, 545 N.W.2d 800, 804 (N.D. 1996) (holding “the purpose of a temporary or preliminary injunction ‘is to maintain the cause in status quo until a trial on the merits.’”) (quoting *Gunsch v. Gunsch*, 69 N.W.2d 739, 745 (N.D.1954)).

[¶10] The grounds for an injunction are also statutorily defined in North Dakota and are as follows:

An injunction may be granted in any of the following cases:

1. When it shall appear by the complaint that the plaintiff is entitled to the relief demanded, and such relief, or any part thereof, consists in restraining the commission or continuance of some act, the commission or continuance of which during the litigation would produce injury to the plaintiff.
2. When, during the litigation, it shall appear that the defendant is doing or threatening, or is about to do, or is procuring or suffering, some act to be done in violation of the plaintiff's rights respecting the subject of the action and tending to render the judgment ineffectual, a temporary injunction may be granted to restrain such act.
3. When, during the pendency of an action, it shall appear by affidavit that the defendant threatens, or is about to remove or dispose of the defendant's property, with intent to defraud the defendant's creditors, a temporary injunction may be granted to restrain such removal or disposition.

N.D.C.C. § 32-06-02. Once a TRO is in place, a court may issue a subsequent preliminary injunction after a preliminary injunction hearing. *See* N.D. R. Civ. P. 65(b).

**B. A Temporary Restraining Order / Preliminary Injunction in Favor of Plaintiffs is Necessary to Preserve the Status Quo.**

[¶11] A preliminary injunction is appropriate on these facts. “A trial court’s discretion to grant or deny a preliminary injunction is based on the following factors: (1) substantial probability of succeeding on the merits; (2) irreparable injury; (3) harm to other interested parties; and (4) effect on the public interest.” *Eberts v. Billings Cty. Bd. of Comm’rs*, 2005 ND 85, ¶ 8, 695 N.W.2d 691. “The burden of establishing the necessity of a temporary restraining order or a preliminary injunction is on the movant.” *Crawford Capital Corp. v. Bear Soldier Dist.*, 374 F. Supp. 2d 821, 824 (D.N.D. 2005). “No single factor in itself is dispositive; in each case all of the factors must be considered to determine whether on balance they weigh

towards granting the injunction.” *Id.* “The court’s discretion is exercised in light of preserving the status quo and protecting the rights of the applicant pending a determination on the merits.” *Vorachek v. Citizens State Bank of Lankin*, 461 N.W.2d 580, 585 (N.D. 1990). Here, each of the four factors weigh in favor of granting the requested injunctive relief against the Defendants.

1. **Substantial probability of success on the merits.**

[¶12] When seeking temporary injunctive relief to maintain the status quo, North Dakota courts apply a relatively low bar with respect to establishing a likelihood of success on the merits. The moving party is not required to show that it will prevail at a final trial on the merits, or that its rights are clearly established. *Gunsch v. Gunsch*, 69 N.W.2d 739, 750 (N.D. 1954). Instead, “[i]t is sufficient if it appears that there is a real and substantial question between the parties . . . .” *Id.* If the plaintiff, by its complaint, appears entitled to relief, then temporary injunctive relief may be granted. *Fargo Women's Health Org., Inc. v. Lambs of Christ*, 488 N.W.2d 401, 406 (N.D. 1992) (citing N.D.C.C. § 32-06-02(1)).

[¶13] Here, Plaintiffs far exceed this low bar by establishing that they are highly likely to succeed on the merits of their underlying claims. Plaintiffs’ Complaint, filed simultaneously to this brief, asserts causes of action for trespass and taking that has been ongoing for years.

[¶14] Article I, § 16 of the North Dakota Constitution declares that “[p]rivate property shall not be taken or damaged for public use without just compensation having been first made to, or paid into court for the owner.” “Inverse condemnation actions are a property owner’s remedy, exercised when a public entity has taken or damaged the owner’s property for a public use without the public entity’s having brought an eminent domain proceeding.” *Aasmundstad v. State*, 2008 ND 206, ¶ 15, 763 N.W.2d 748 (quoting *Knutson v. City of Fargo*, 2006 ND 97,

¶ 9, 714 N.W.2d 44). ‘To establish an inverse condemnation claim, a property owner must prove a public entity took or damaged the owner’s property for a public use and the public use was the proximate cause of the taking or damages.’ *Aasmundstad*, at ¶ 15.” It cannot be seriously disputed that the City has been using the Plaintiffs’ land without compensation since 2009. The City’s levee constitutes a physical occupation of private land for public use without just compensation, violating Article I, § 16 of the North Dakota Constitution and the Fifth Amendment. The City’s continued occupation and interference with the Property is unauthorized and ongoing.

[¶15] While this alone is egregious enough to warrant injunctive relief, the City is now on the cusp of further deteriorating the value of Plaintiff’s property by completing a project that will render their current plans for a driveway obsolete and make it extremely difficult to reasonably access the property. In addition, as of September 15, the City informed Plaintiffs that their work will block Plaintiffs from access to their home for at least 5 days. *See* Decl. of Ingstad, ¶10. In *Yegen v. City of Bismarck*, the North Dakota Supreme Court held that while traffic flow and parking regulations are generally within the City’s police powers, they cannot override a property owner’s right to reasonable access or be used to justify uncompensated interference with property rights. 291 N.W.2d 422, 424 (N.D. 1980); *see also Cummings v. City of Minot*, 67 N.D. 214, 271 N.W. 421 (1937) (“The rights of an abutting owner to ingress and egress are private rights which cannot be destroyed or impaired without just compensation.”). This too justifies the granting of an injunction.

[¶16] The lift station project has resulted in multiple long stretches when the Plaintiffs were blocked from accessing their home and without immediate action, this will occur again. *See* Decl. of Ingstad, ¶ 7 – 9. In *Filler v. City of Minot*, the court found that the elimination of

access points, while a temporary obstruction, was compensable if it completely prevented access to the property at issue. 281 N.W.2d 237, 244 (N.D. 1979). That is exactly what is occurring here and the Plaintiffs are likely to succeed on the merits. Given all of the above, this factor weighs in favor of granting immediate injunctive relief.

2. *Irreparable injury*

[¶17] “The preservation of the status quo recognizes that the most important prerequisite for the issuance of a preliminary injunction is a demonstration that, if the preliminary injunction is not granted, the applicant is likely to suffer irreparable harm before a decision on the merits can be rendered.” *Vorachek v. Citizens State Bank of Lankin*, 461 N.W.2d 580, 585 (N.D. 1990). As the Court in *Vorachek* further explained:

An injury is irreparable when it cannot be adequately compensated in damages, and it is not necessary that the pecuniary damage be shown to be great. \* \* \* Acts which result in a serious change of, or are destructive to, the property affected either physically or in the character in which it has been held or enjoyed, \* \* \* do an irreparable injury.

*Id.* (citing *Viestenz v. Arthur Twp.*, 78 N.D. 1029, 54 N.W.2d 572, 578 (1952)).

[¶18] Absent immediate injunctive relief in the form of a temporary restraining order, Plaintiffs stand to be irreparably harmed by: (1) loss of access and use of their driveway; (2) destruction of landscaping; (3) continued devaluation of their home; and (4) ongoing trespass and uncompensated occupation. The Plaintiff’s merely seek to maintain the status quo and pause the City’s project while this litigation plays out, or at least until the parties can resolve this aspect of their dispute. Should injunctive relief not be granted, the property in question will diminish in value while this litigation runs its course and Plaintiffs will be without access to their home. These harms cannot be remedied by monetary damages alone and warrant

immediate relief. Given all of the above, this factor similarly weighs in favor of granting immediate injunctive relief.

**3. Harm to other interested parties and effect on the public interest.**

[¶19] Defendants will not suffer any harm if the Court issues the requested TRO and preliminary injunction. Plaintiffs are requesting a restraining order and preliminary injunction against the City preventing them from taking unilateral action that will destroy the value of Plaintiffs' property. The City's rights will not be violated should the Court decide to issue the requested TRO and preliminary injunction. If successful on the merits, the City will be able to restart its project having only lost time. Once a TRO and preliminary injunction are issued and the status quo maintained, the parties will be able to attempt resolution of their ongoing dispute and/or proceed to a decision on the merits of Plaintiffs' claims. However, if the injunction is not granted, even significant monetary damages would fail to replace the unique character of real estate. Accordingly, this factor weighs in favor of granting immediate injunctive relief.

[¶20] Lastly, the City's actions undermine trust and violate constitutional protections. The public interest will be best served if immediate injunctive relief is granted. The public has a significant interest in ensuring that City is not allowed to unilaterally destroy property values with vindictive and/or poorly planned projects or use the public's land without permission or compensation in perpetuity. The public interest favors fair dealing, respect for property rights, and accountability in municipal land use. This factor weighs in favor of granting immediate injunctive relief.

**IV. CONCLUSION**

[¶21] All four factors considered in awarding injunctive relief favor a temporary restraining order and preliminary injunction at this stage. There is a clear need for immediate relief in

order to protect the Company and to maintain the status quo pending a decision on the merits. Likewise, notice has been given to the Defendants. Accordingly, Plaintiffs respectfully request that the Court grant their Motion and enter an order:

1. Enjoining the City from continuing with the driveway project until the driveway design is adequate and can be completed without entirely blocking Plaintiffs' access to their home;
2. Enjoining the City from imposing new restrictions on landscaping or driveway access;
3. Prohibiting the City from charging fees for berm tie-ins;
4. Preventing the City from removing existing trees or landscaping;
5. Requiring the City to maintain the status quo pending resolution;
6. Granting such other relief as the Court deems just and equitable;

Dated this 17<sup>th</sup> day of September, 2025.

**VOGEL LAW FIRM**

/s/ Jordan B. Weir

BY: Jordan B. Weir (#07852)  
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ATTORNEYS FOR PLAINTIFF



STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

James and Victoria Ingstad,

Plaintiffs,

v.

City of Fargo, a North Dakota municipal  
corporation,

Defendant.

Case No. 09-2025-CV-03948

**DECLARATION  
OF JAMES INGSTAD**

James Ingstad, being first duly sworn, deposes and states:

1. I am a Plaintiff in the above captioned lawsuit and make the following statements of my own personal knowledge and belief.
2. My wife, Victoria, and I have lived at our home at 1102 32<sup>nd</sup> Ave S. continuously since 1998.
3. Our property is adjacent to the 32<sup>nd</sup> Ave S. city right of way, though to my knowledge, a road has never been built, nor is a bridge across the river planned.
4. For as long as we have owned our Home, the City of Fargo operated a lift station for flood water control purposes in the right of way. As part of that operation, a pipe has run through the right of way, from east-west.
5. For as long as we have owned our home, until 2023, we have had unimpeded, continuous access from our driveway directly onto 32<sup>nd</sup> Ave S.
6. Sometime in 2023, I was informed by the City that they planned to construct a new lift station, called Lift Station #27, within their right-of-way. I was told that the work

would have an impact on the means and route of access to our home but that the City would work with my wife and I on ensuring that we had input in the work.

7. We were never informed prior to construction, that as part of the construction process, we would be entirely blocked from access to and from our home. In fact, the City informed us that whenever the work might impede access, they would ensure we had an alternative access.

8. Since the project began, we have been blocked from accessing our home for at least 30 days in total, though I believe the actual number of days to be more. At times we have gone a week or even longer at a time without the ability to access our home, accept deliveries, have anyone work on our home, or provide services to our home.

9. For a little more than a year now, due to the construction process, we have not had garbage service. We have had to haul our trash ourselves, even though we pay the City for this service.

10. On September 15, 2025, I was informed that the contractors again intended to block our access to our home, likely for at least five days straight, if not longer.

11. I informed the City and its representatives that this would be unacceptable but it's my understanding as of today that the City intends to go forward with their work as planned, without regard to our concerns or our desire to access our home.

12. I was also informed on September 15, 2025, that the City and its contractor intended to pour a drive into our home that would be no more than 14' wide with very little, if any, buffer between the planned concrete walls and fence that would line either side of the drive to our home.

13. When we were asked to provide input, we requested a road wide enough to allow for two-way travel, and to allow for service trucks, work trucks, and any other larger vehicles to pass through.

14. Another concern was that I did not want the road to run directly next to the lift station.

15. I proposed plans that would accomplish this goal but my requests have been ignored.

16. On September 15, 2025, I was informed that the City will ignore our requests, which will have a serious, adverse impact on our property value.

17. I was also informed on September 15 that if the City would work on the lift station, such as have a pump truck accessing the station, we would be unable to travel to and from our home.

18. Once the City carries on with this work, which I was told about just yesterday, the work will be irreversible and the harm to my property will be irreparable.

19. FURTHER YOUR AFFIANT SAYETH NOT.

I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge.

Dated this 17<sup>th</sup> day of September, 2025.

/s/ James Ingstad  
James Ingstad

STATE OF NORTH DAKOTA  
COUNTY OF CASS

IN DISTRICT COURT  
EAST CENTRAL JUDICIAL DISTRICT

James and Victoria Ingstad,  
  
Plaintiffs,  
  
v.  
  
City of Fargo, a North Dakota municipal  
corporation,  
  
Defendant.

Case No. 09-2025-CV-03948

**DECLARATION OF JORDAN B.  
WEIR**

Jordan B. Weir hereby declares as follows:

1. I am a North Dakota licensed attorney representing Plaintiffs in the above-captioned matter.
2. I submit this declaration in support of the Plaintiffs' motion for temporary restraining order and pursuant to N.D.R.Civ.P. 65(a)(2).
3. Upon filing Plaintiffs' complaint and motion for temporary restraining order, copies of all filings will be emailed to Defendants' attorney Kasey McNary of Serkland Law Firm at [kmcnary@serklandlaw.com](mailto:kmcnary@serklandlaw.com).
4. Plaintiffs will further effectuate service of the summons and complaint and motion for temporary restraining order upon Defendants pursuant to N.D.R.Civ.P. 4.
5. Because the Ingstads will lose access to their property beginning September 18, 2025, time is of the essence and irreparable harm will occur if the restraining order is not granted today.

6. I declare, under penalty of perjury under the law of North Dakota, that the foregoing is true and correct.

Signed on the 17th day of September, 2025, at Fargo, North Dakota, United States of America.

**VOGEL LAW FIRM**

/s/ Jordan B. Weir

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ATTORNEYS FOR PLAINTIFF

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

<p>James and Victoria Ingstad,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>City of Fargo, a North Dakota municipal corporation,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. <b>09-2025-CV-03948</b></p> <p style="text-align: center;"><b>TEMPORARY RESTRAINING ORDER</b></p>
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[¶ 1] Plaintiffs James and Victoria Ingstad, having moved this Court for a temporary restraining order pursuant to N.D.C.C. chs. 32-05 and 32-06 and N.D.R.Civ.P. 65 and having submitted sufficient proof in support of their motion, and the Court having fully considered Plaintiffs' motion for temporary restraining order and the evidence submitted in support thereof, Plaintiffs' motion for temporary restraining order is hereby **GRANTED**.

[¶ 2] **IT IS HEREBY ORDERED:**

1. The City of Fargo is enjoined from continuing with the driveway project on the Ingstad's Property until the driveway is designed to provide sufficient space for access and the work can be completed without blocking Plaintiffs' access to their home;
2. The City of Fargo is enjoined from imposing new restrictions on landscaping or driveway access to the Ingstad's Property;
3. The City of Fargo is enjoined from removing existing trees or landscaping at the Ingstad's Property; and
4. The City of Fargo is enjoined to maintain the status quo and suspend the Lift Station # 27 Project pending resolution.

[¶ 3] This temporary restraining order shall remain in effect until such time as the Plaintiffs' motion for preliminary injunction may be heard, or upon the expiration of the period prescribed by N.D.R.Civ.P. 65(a)(5).

[¶ 4] **IT IS SO ORDERED.**

BY THE COURT

---

District Court Judge

IN DISTRICT COURT

COUNTY OF CASS

STATE OF NORTH DAKOTA

Jordan Blaise Weir  
218 NP Ave. P.O. Box 1389  
Fargo ND 58107-1389

James Ingstad, et al. vs. City of Fargo

ORDER

[1] On 09/17/2025 the above action was filed. Case number 09-2025-CV-03948 has been assigned. Indicate this case number on all documents.  
The party receiving this notice shall immediately serve it upon any other party who has appeared whether by counsel or pro se and shall serve it upon each additional party within three days of that party's appearance. Proof of service must be filed with the Clerk. Failure to do so may result in appropriate sanction.

[2] All parties have the responsibility for redacting personal information (such as social security numbers and credit, debit, or electronic fund transfer card numbers and any and all financial account numbers and the names of minor children) from all pleadings, stipulations, proposed orders and judgments, and other documents filed with the Court. When required, the first filing by any party which relates to any personal information shall include a Confidential Information Form pursuant to Rule 3.4 of the North Dakota Rules of Court.

ASSIGNMENT: Judge Stephanie Hayden ☐

Steven E. McCullough  
Presiding Judge  
East Central Judicial District

**\*\*Parties to civil actions are encouraged to participate in Alternate Dispute Resolution (ADR) at an early stage of the case. All counsel are required to follow the provisions of Rule 8.8.**



8

## MEMORANDUM

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**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** STEVEN SPRAGUE, CITY AUDITOR

**SUBJECT:** 2025-2026 1<sup>st</sup> QUARTER ALCOHOL BEVERAGE LICENSE RENEWAL

**DATE:** SEPTEMBER 29, 2025

---

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

The renewal requirements include:

- Completion and submission of license renewal form.
- Submission of a CPA statement or ND sales tax summary indicating the food percentage has been met for applicable licensees.
- Background check on current owners and manager(s) performed by Fargo Police Department.

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

**Recommended Motion:**

Approve the 1<sup>st</sup> quarter renewal of the attached Liquor licenses until September 30, 2026, upon the condition that all of the essential requirements for renewal are present by September 30, 2025.

Auger Inn All Ranks Club  
Bismarck Tavern  
Black Coffee and Waffle Bar  
Blackbird Woodfire  
Bottle Barn Liquors  
Bottle Barn Off Broadway  
Cowboy Jacks  
Dempsey's Public House  
Double Down  
Drekker Brewing Company  
Elks  
Empire Liquors West  
Empire Tavern  
Fargo Country Club  
Fargo Stopping Center  
Frank's Lounge  
Happy Harry's Bottle Shop (45th St S)  
Happy Harry's Bottle Shop (19th Ave N)  
Happy Harry's Bottle Shop (53rd Ave S)  
Hi-Ho South  
JL Beers (1st Ave N)  
JL Beers (32nd Ave S)  
KingPinz  
Marges Diner  
Mezzaluna  
Nobull Country Club  
Northport Liquors  
Old Broadway Food & Brewing Co  
Plains Art Museum  
Radisson  
Rhombus Guys  
Rick's Bar  
Round Up (45th St) Royal Liquors and Bar  
Royal Liquors & Woody's Bar (32nd Ave)  
Royal Liquors (25th St)  
Royal Liquors (Main Ave)  
Royal Liquors Village West  
SmashBurger  
Speck's Bar  
Suite Shots  
The Boiler Room  
The Bulldog Tap  
VFW

Vinyl Taco  
Wurst Bier Hall



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

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

Full, Legal Name of Gaming Organization

**Homeward Animal Shelter**

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

Name of Location

**Hilton Garden Inn**

Street <b>4351 17th Ave S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>10/17/2025</b>	Ending Date(s) Authorized <b>10/17/2025</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>	

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

**Raffle and 50/50 raffle will be held in the Grand Ballroom event space of the hotel.**

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

**October 17, 2025**

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>9/29/25</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

96

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

Full, Legal Name of Gaming Organization

North Dakota Horse Park Foundation

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

Name of Location

Sports Bar

Street

619 NP Avenue

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

10-1-25

Ending Date(s) Authorized

6-30-26

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

0

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

Games will be played & conducted in all public areas, excluding bathrooms

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

**ELECTRONIC** Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

**ELECTRONIC** 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

**ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

9/29/25

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

Steven Sprague/City Auditor

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SFN 9338 (8-2025)

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>4 Luv of Dog Rescue</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>11/08/2025</b>	
Organization or Group Contact Person <b>Savanna Leach</b>	E-mail <b>savanna@4luvofdog.org</b>	Telephone Number <b>701-388-1700</b>	
Business Address <b>1523 23rd St S</b>	City <b>Moorhead</b>	State <b>MN</b>	ZIP Code <b>56560</b>
Mailing Address (if different) <b>PO Box 9283</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58106-9283</b>

## SITE INFO

Site Name <b>Fargo Air Museum</b>		County <b>Cass</b>	
Site Physical Address <b>1609 19th 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.) <b>50/50 Raffle held 11/08/2025</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>50/50 Cash Raffle</b>	<b>50% of Raffle Cash</b>	<b>1,200.00</b>
Total (limit \$50,000 per year)		\$ <b>1,200.00</b>

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>Fundraiser for non-profit organization</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Savanna Leach</b>	Telephone Number <b>701-388-1700</b>	E-mail Address <b>Savanna@4luvofdog.org</b>
Signature of Organization Group's Permit Organizer <i>Savanna Leach</i>	Title <b>Silent Auction Coordinator</b>	Date <b>09/24/2025</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

106

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>Eagles Elementary PTA</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10/24/25</b>	
Organization or Group Contact Person <b>Janae Fritz</b>	E-mail <b>eagleacespta@gmail.com</b>	Telephone Number <b>701-793-4260</b>	
Business Address <b>3502 S University Drive</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Eagles Elementary</b>		County <b>Cass</b>	
Site Physical Address <b>3502 S University Drive</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.) <b>Family fun costume bingo Friday, October 24th 2025</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	Books: 100 books @ \$5/book	\$500
Bingo	200 piece variety pack of tattoos, stamps, & bracelets	15.99
Bingo	125 piece variety pack of keychains, squishy animals, toy cars, & stickers	18.99
Total (limit \$50,000 per year)		\$ 534.98

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>Help fund additional family events</b>
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$50,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer <b>Janae Fritz</b>	Telephone Number <b>701-793-4260</b>	E-mail Address <b>eagleacespta@gmail.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Eagles Elementary PTA President</b>	Date <b>9/22/25</b>



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 GAMING DIVISION  
 SFN 9338 (8-2025)

400

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>Fargo Area Conservatives</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>2.20.2026</b>	
Organization or Group Contact Person <b>DeAnn Reed</b>	E-mail <b>info@fargoconservatives.com</b>	Telephone Number <b>3088504834</b>	
Business Address <b>6624 27th St. S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Avalon</b>		County	
Site Physical Address <b>2525 9th Ave S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>2.20.2026</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Gun Raffle</b>	<b>Black Rain AR-15 Ordnance 5.56</b>	<b>\$999.99</b>
	<b>Glock 43 Slimline 9mm</b>	<b>\$449.99</b>
	<b>Sig Saur P365 OPTIC Ready 9mm</b>	<b>\$499.99</b>
Total (limit \$50,000 per year)		<b>\$ 14319.85</b>

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>to fund organizational goals</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>DeAnn Reed</b>	Telephone Number <b>3088504834</b>	E-mail Address <b>info@fargoconservatives.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Chair of Event</b>	Date <b>9.23.2025</b>





## APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SFN 9338 (8-2025)

Good

## 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 St. John Paul II Catholic School		Dates of Activity (Does not include dates for the sales of tickets) 01/30/2026	
Organization or Group Contact Person Liz Bassett	E-mail liz.bassett@stjohns.org	Telephone Number 701-893-3242	
Business Address 5600 25th St. S.	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name Nativity Elementary School		County	
Site Physical Address 1825 11th St. S.	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 01/30/2026 Raffle			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	\$500 cash	\$500
Raffle	\$250 cash x2	\$500
Raffle	\$100 cash x3	\$300
Total (limit \$50,000 per year)		\$1,800

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Support school activities
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <u>2757.50</u> (This amount is part of the total prize limit for \$50,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer Liz Bassett	Telephone Number 701-893-3242	E-mail Address liz.bassett@stjohns.org
Signature of Organization Group's Permit Organizer Liz Bassett	Title Special Events Coordinator	Date

Kattle Board	Spike Ball	\$100
Page 70 Paddle Board	Paddle Smash	\$200
Rattle Board	Bukey Golf	\$200
Total (limit \$50,000 per year)		\$ 500

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(11)

Project No. UR-25-D1

Type: Change Order #1

Location: Citywide

Date of Hearing: 9/22/2025

RoutingDate

City Commission

9/29/2025

PWPEC File

X

Project File

Rick Larson

The Committee reviewed a communication from Project Manager, Rick Larson, regarding Change Order #1 in the amount of \$3,725.00 for additional work.

Staff is seeking approval of Change Order #1 in the amount of \$3,725.00, bringing the total contract amount to \$44,617.00.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$3,725.00, bringing the total contract amount to \$44,617.00 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Utility Funds

Yes	No
N/A	
N/A	
N/A	

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

COMMITTEE

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Senior Project Engineer  
**Date:** September 17, 2025  
**Re:** Project No. UR-25-D1 – Change Order #1

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### Background:

Project No. UR-25-D1 is for the Utility Rehab/Reconstruction of several Sanitary Sewer Manholes throughout the City.

Key Contracting is the Prime Contractor for this project.

### **Change Order #1**

The following items were encountered throughout the construction of this project:

#### **1. Site #2 - 7<sup>th</sup> Avenue & 21<sup>st</sup> Street North:**

The Contractor was directed to make an additional repair in the north drop connection of the sanitary manhole in this intersection. The 10" vitrified clay pipe (VCP) had broken at the tee. The Contractor grouted the broken area to redirect sewer flow back into the drop connection. The total contract price adjustment for this work is \$1,250.00.

#### **2. Site #3 - 15<sup>th</sup> Street & 11<sup>th</sup> Avenue South:**

Due to the bottom of the sanitary sewer manhole being completely washed out with a void 24" below the pipe inverts, the Contractor had to rebuild the grade below the invert prior to being able to make the planned repairs to this manhole. The Contractor had to install concrete block and rock while maintaining the sewage flows through this structure. The total contract price adjustment for this work is \$2,475.00.

Key Contracting is requesting a total of \$3,725.00 for this work.

### Recommended Motion:

Approve Change Order #1 in the amount of \$3,725.00 to Key Contracting for Project No. UR-25-D1.



**CHANGE ORDER REPORT**  
**SANITARY SEWER REPAIR & INCIDENTALS**  
**PROJECT NO. UR-25-D1**  
**CITY WIDE**

Change Order No 1 Change Order Date 9/17/2025  
 Contractor Key Contracting Inc

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

**EXPLANATION OF CHANGE** Change Order # 1

Change Order #1 The following items were encountered throughout the construction of this project:

1. Site #2 - 7th Avenue & 21st Street North:  
 The Contractor was directed to make an additional repair in the north drop connection of the sanitary manhole in this intersection. The 10" vitrified clay pipe (VCP) had broken at the tee, the Contractor grouted the broken area to redirect sewer flow back into the drop connection. The total contract price adjustment for this work is \$1,250.00.

2. Site #3 - 15th Street & 11th Avenue South:

Due to the bottom of the sanitary sewer manhole being completely washed out with a void 24" below the pipe inverts, the Contractor had to rebuild the grade below the invert prior to being able to make the planned repairs to this manhole. The Contractor had to install concrete block and rock while maintaining the sewage flows through this structure. The total contract price adjustment for this work is \$2,475.00.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	13	Repair Manhole Bottom	EA	0		0	1	1	\$2,475.00	\$2,475.00
	14	Repair Manhole Leak	EA	0		0	1	1	\$1,250.00	\$1,250.00
<b>Change Order 1 Sub Total</b>										<b>\$3,725.00</b>

Summary.

Source Of Funding	Waste Water Utility Funds
Net Amount Change Order # 1 (\$)	\$3,725.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$40,892.00
Total Contract Amount (\$)	\$44,617.00

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

APPROVED

For Contractor

Title

*Cheryl Besswanger*  
*Office Manager*

APPROVED DATE

Department Head

Mayor

Attest

*T-Cell*

# Key Contracting, Inc.

245 7th Avenue NE

West Fargo, North Dakota 58078

Phone: (701) 238-8192

Fax: (701) 356-0166

Internet: keycontracting.com



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## PROPOSAL AND ACCEPTANCE

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Submitted To: Rick Larson @ City of Fargo  
Date: 9/16/2025  
Project: UR-25-D1  
Project Location: Site 2 & site 3 extras  
Total Price: **\$3,725.00**

**Key Contracting, Inc., hereby submits an estimate for all labor and materials for:**

Site 2-7th Ave & 21st St No: Materials-\$250 Labor - \$1000	\$ 1,250.00
Site 3-11th St & 15th Ave So: Labor-\$1800 Materials - \$675	\$ 2,475.00

All materials are guaranteed as specified.

All work shall be completed in a workman like manner and according to standard practice.

Any alteration or deviation from the specifications shall be upon written change orders only.

This proposal shall be deemed to be withdrawn unless accepted in writing within 14 days.

Dated as noted above.

*Randy Berggren II*

Key Contracting, Inc.

Randy Berggren II 701-238-4825

This proposal was accepted on \_\_\_\_\_.

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

Authorized Signature

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

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Project No. ER-25-C1

Type: Final Balancing Change Order #1

Location: 23<sup>rd</sup> Street & 1<sup>st</sup> Avenue South

Date of Hearing: 9/22/2025

Routing

Date

City Commission

9/29/2025

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, related to Final Balancing Change Order #1 in the amount of \$18.00, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$18.00, bringing the total contract amount to \$66,078.00.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #1 to Dirt Dynamics.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$18.00, bringing the total contract amount to \$66,078.00 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Utility Funds

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Senior Project Manager  
**Date:** September 17, 2025  
**Re:** Project No. ER-25-C1 – Final Balancing Change Order #1

---

**Background:**

The attached Final Balancing Change Order #1 in the amount of \$18.00 reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$66,060.00 and the project final amount is \$66,078.00 (Increase of \$18.00). This Project is funded by Waste Water Utility Funds.

**Recommended Motion:**

Approve the Final Balancing Change Order #1 in the amount of \$18.00 to Dirt Dynamics.

RJL/klb  
Attachment



**CHANGE ORDER REPORT**  
**SANITARY SEWER REPAIR & INCIDENTALS**  
**PROJECT NO. ER-25-C1**  
**THE INTERSECTION OF 23RD ST AND 1ST AVE S.**

Final Balancing  
Change Order

Change Order No 1      Change Order Date 9/16/2025  
 Contractor Dirt Dynamics

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

**EXPLANATION OF CHANGE**      Change Order # 1  
 Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	3	Remove Pavement All Thicknesses All Types	SY	75		75	4.7	79.7	\$40.00	\$188.00
	4	Remove Pipe All Sizes All Types	LF	44		44	5	49	\$20.00	\$100.00
	6	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	20		20	-0.3	19.7	\$1,500.00	-\$450.00
	7	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	14		14	2	16	\$80.00	\$160.00
	8	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	10		10	3.3	13.3	\$140.00	\$462.00
	10	F&I Woven Geotextile	SY	75		75	4.7	79.7	\$8.00	\$37.60
	11	F&I Class 5 Agg - 8" Thick	SY	75		75	4.7	79.7	\$32.00	\$150.40
	12	F&I Fittings C153 Ductile Iron	LB	90		90	45	45	\$14.00	-\$630.00
<b>Sanitary Sewer Sub Total</b>									<b>\$18.00</b>	

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Waste Water Utility Funds

\$18.00

\$0.00

\$66,060.00

\$66,078.00

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

APPROVED

For Contractor

Title

  
Estimator

APPROVED DATE

Department Head

Mayor

Attest



(13)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SN-25-B0

Type: Memorandum of Understanding &amp; Easement Agreement

Location: Red River from Park Lane to 15<sup>th</sup> Ave N

Date of Hearing: 9/22/2025

Routing

City Commission

Date

9/29/2025

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, related to a Memorandum of Understanding and Easement Agreement with the Fargo Park District to formalize roles in construction, maintenance and use of the paths.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Memorandum of Understanding and the Easement Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Memorandum of Understanding and the Easement Agreement with the Fargo Park District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Eric Hodgson, Civil Engineer II  
**Date:** September 11, 2025  
**Re:** Project No. SN-25-B0 Memorandum of Understanding and Easement Agreement with the Fargo Park District  
15<sup>th</sup> Avenue North Red River Trail (15<sup>th</sup> Avenue N to Woodcrest Dr. N)

---

### Background:

The City of Fargo and Fargo Park District plan to regularly cooperate in the construction and maintenance of Shared Use Paths. As such, there is a need to formalize each's role in the construction, maintenance, and use of these paths.

Attached are the easement documents and MOU Agreement between the Fargo Park District and the City of Fargo for the project. It has already been reviewed by Kasey McNary from legal.

### Recommended Motion:

Approve the Easement and Memorandum of Understanding documents with the Fargo Park District for Project No. SN-25-B0.

EBH/klb

#### Attachments:

- Easement
- MOU Agreement with Fargo Parks

**PERMANENT EASEMENT**  
(Bike Trail)

**KNOW ALL MEN BY THESE PRESENTS** that **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a bike trail/shared use path and associated improvements, together with the customary appurtenances, said tracts being more particularly described as follows:

**Parcel 1 (Permanent Easement):**

That part of Government Lot 1, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Section 32; thence South 02°00'44" East, along the westerly line of said Section 32, for a distance of 460.00 feet to the northwest corner of a tract of land described in Book 373, Page 86 on file at the Cass County Recorder's Office; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 25.00 feet to the true point of beginning; thence South 01°58'57" East for a distance of 40.22 feet; thence North 43°06'07" East for a distance of 15.80 feet to a point of non-tangential curve, concave to the southwest, having a radius of 20.00 feet; thence southeasterly, along said curve, for a distance of 7.34 feet, through a central angle of 21°01'07", chord bearing South 47°07'29" East, to a point of tangential curve to the left, having a radius of 50.00 feet; thence southeasterly, along said curve, for a distance of 58.95 feet, through a central angle of 67°32'53"; thence North 75°50'12" East for a distance of 98.79 feet to a point of tangential curve to the right, having a radius of 65.00 feet; thence

easterly, along said curve, for a distance of 52.61 feet, through a central angle of  $46^{\circ}22'24''$ , to a point of tangential curve to the left, having a radius of 95.00 feet; thence southeasterly, along said curve, for a distance of 63.26 feet, through a central angle of  $38^{\circ}09'15''$ ; thence North  $84^{\circ}03'21''$  East for a distance of 55.04 feet to a point of tangential curve to the right, having a radius of 20.00 feet; thence southeasterly, along said curve, for a distance of 16.38 feet, through a central angle of  $46^{\circ}55'56''$  to a point of intersection with the northerly line of Ridgewood Addition to the City of Fargo, on file at said Recorder's Office; thence North  $87^{\circ}23'44''$  East, along the northerly line of said Ridgewood Addition, for a distance of 34.07 feet to a point of non-tangential curve, concave to the southwest, having a radius of 50.00 feet; thence northwesterly, along said curve, for a distance of 66.76 feet, through a central angle of  $76^{\circ}29'58''$ , chord bearing North  $57^{\circ}41'40''$  West; thence South  $84^{\circ}03'21''$  West for a distance of 55.04 feet to a point of tangential curve to the right, having a radius of 65.00 feet; thence northwesterly, along said curve, for a distance of 43.28 feet, through a central angle of  $38^{\circ}09'15''$ , to a point of tangential curve to the left, having a radius of 95.00 feet; thence northwesterly, westerly and southwesterly, along said curve, for a distance of 76.89 feet, through a central angle of  $46^{\circ}22'24''$ ; thence South  $75^{\circ}50'12''$  West for a distance of 98.79 feet to a point of tangential curve to the right, having a radius of 20.00 feet; thence southwesterly, westerly and northwesterly, along said curve, for a distance of 23.58 feet, through a central angle of  $67^{\circ}32'53''$ , to a point of tangential curve to the left, having a radius of 50.00 feet; thence northwesterly, along said curve, for a distance of 27.75 feet, through a central angle of  $31^{\circ}48'15''$ , to a point of intersection with the northerly line of said tract; thence South  $87^{\circ}17'16''$  West, along the northerly line of said tract, for a distance of 19.89 feet to the true point of beginning.

Said tract contains 11,694 square feet, more or less.

AND

Parcel 2 (Permanent Easement):

That part of Government Lot 1, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 30.00 feet wide, centered on the following described line:

Commencing at the northwest corner of said Section 32; thence South  $02^{\circ}00'44''$  East, along the westerly line of said Section 32, for a distance of 460.00 feet to the northwest corner of a tract of land described in Book 373, Page 86 on file at the Cass County Recorder's Office; thence North  $87^{\circ}17'16''$  East, along the northerly line of said tract, for a distance of 435.10 feet to the true point of beginning of the line to be described; thence South  $03^{\circ}02'49''$  East for a distance of 65.82 feet to a point of intersection with the northerly line of Ridgewood Addition to the City of Fargo, on file at said Recorder's Office, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said tract on the north and to intersect the northerly line of said Ridgewood Addition on the south.

Said tract contains 1,975 square feet, more or less.

Said easement areas are pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

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

[Signature pages to follow]



IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 10<sup>th</sup> day of September 2025.

GRANTOR:

PARK DISTRICT OF THE CITY OF FARGO

Susan Faus

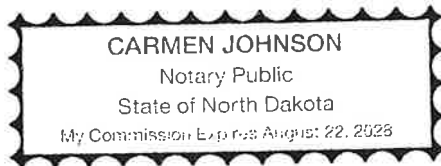
By: Susan Faus, Executive Director

STATE OF NORTH DAKOTA )

COUNTY OF CASS )

On this 10<sup>th</sup> day of September, 2025, before me, a notary public in and for said county and state, personally appeared Susan Faus to me known to be the Executive Director of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)



Carmen Johnson  
Notary Public  
My Commission Expires:

**GRANTEE:**

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

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

**ATTEST:**

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

STATE OF NORTH DAKOTA   )  
  )  
COUNTY OF CASS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a notary public in and for said  
county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be  
the Mayor and City Auditor, respectively, of the city of Fargo,  
the Grantee described in and that executed the within and foregoing instrument, and acknowledged  
to me that said Grantee executed the same.

(SEAL)

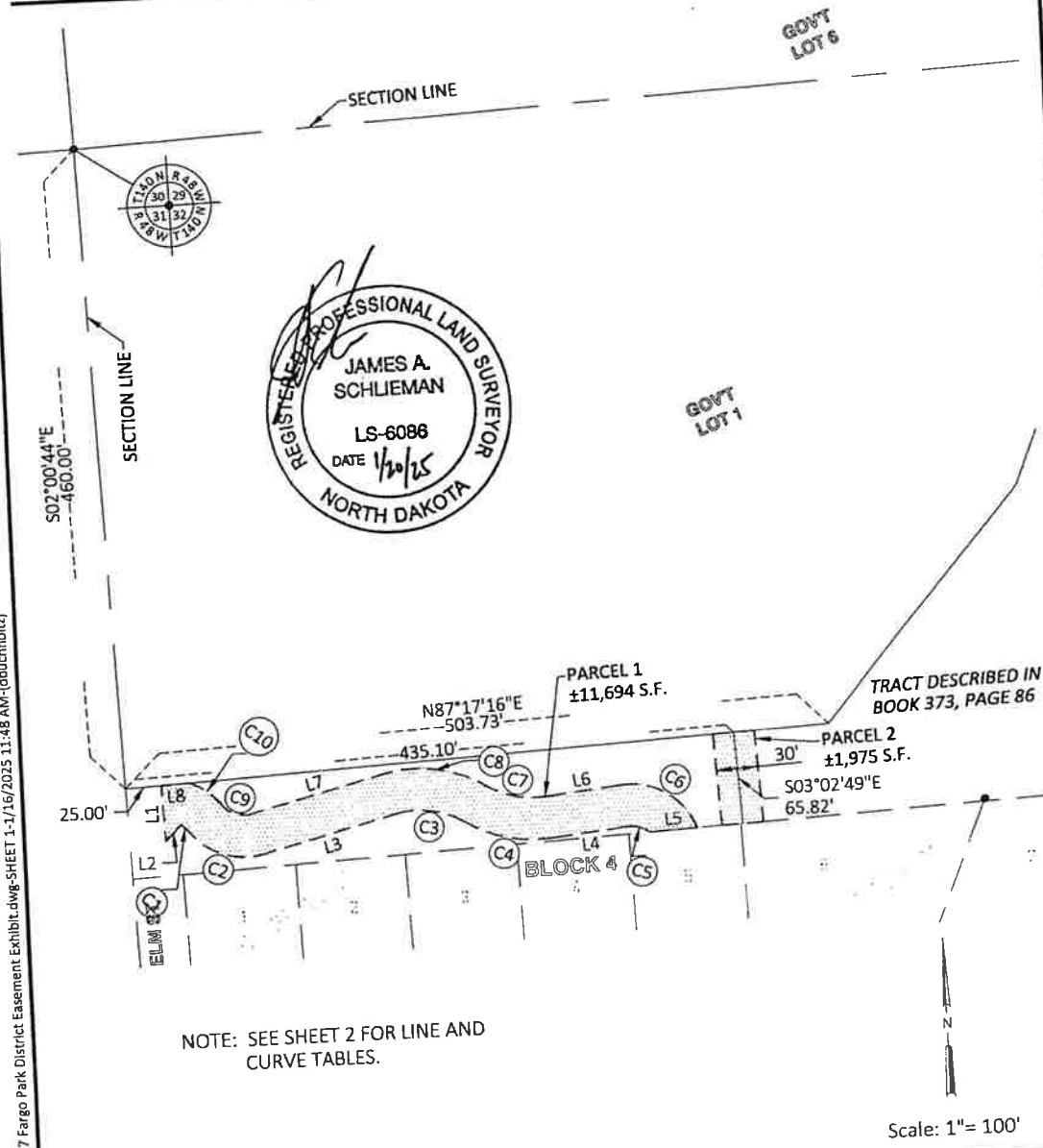
\_\_\_\_\_  
Notary Public  
My Commission Expires:

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

This document prepared by:  
Kasey D. McNary (ND# 06590)  
Assistant City Attorney  
SERKLAND LAW FIRM  
10 Roberts Street N  
Fargo, ND 58102  
(701) 232-8957

**EXHIBIT A**

PART OF GOVERNMENT LOT 1, SECTION 32  
TOWNSHIP 140 NORTH, RANGE 48 WEST  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA



IRON MONUMENT FOUND  
MEASURED BEARING  
MEASURED DISTANCE  
PERMANENT EASEMENT

S59°27'46"E  
105.00'

NOTE: ALL BEARINGS GIVEN ARE  
BASED ON THE CITY OF  
FARGO GROUND COORDINATE  
SYSTEM, DECEMBER 1992.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0217

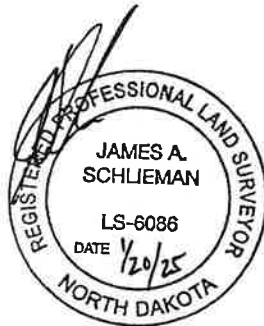
PART OF GOVERNMENT LOT 1, SECTION 32  
T140N, R48W, CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 3

H:\JUN\6000\6059\6059-0217 17th Ave S\CAD\Easements\6059-0217 Fargo Park District Easement Exhibit.dwg-SHEET 1-1/16/2025 11:48 AM-(dbuchholtz)

PART OF GOVERNMENT LOT 1, SECTION 32  
TOWNSHIP 140 NORTH, RANGE 48 WEST  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

Parcel Line Table			Curve Table					
Line #	Length	Direction	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
L1	40.22	S01°58'57"E	C1	7.34	20.00	21°01'07"	S47°07'29"E	7.30
L2	15.80	N43°06'07"E	C2	58.95	50.00	67°32'53"	S70°23'21"E	55.59
L3	98.79	N75°50'12"E	C3	52.61	65.00	46°22'24"	S80°58'36"E	51.18
L4	55.04	N84°03'21"E	C4	63.26	95.00	38°09'15"	S76°52'01"E	62.10
L5	34.07	N87°23'44"E	C5	16.38	20.00	46°55'56"	S72°28'41"E	15.93
L6	55.04	S84°03'21"W	C6	66.76	50.00	76°29'58"	N57°41'40"W	61.91
L7	98.79	S75°50'12"W	C7	43.28	65.00	38°09'15"	N76°52'01"W	42.49
L8	19.89	S87°17'16"W	C8	76.89	95.00	46°22'24"	N80°58'36"W	74.81
			C9	23.58	20.00	67°32'53"	N70°23'21"W	22.24
			C10	27.75	50.00	31°48'15"	N52°31'03"W	27.40



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0217

PART OF GOVERNMENT LOT 1, SECTION 32  
T140N, R48W, CITY OF FARGO, CASS CO., ND

SHEET  
2 OF 3

H:\JBN\6000\6059\6059\_0217 17th Ave S\CAD\Easements\6059-0217 Fargo Park District Easement Exhibit.dwg-SHEET 2-1/16/2025 11:48 AM-(dbuchholtz)

PART OF GOVERNMENT LOT 1, SECTION 32  
TOWNSHIP 140 NORTH, RANGE 48 WEST  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

Description - Parcel 1 (Permanent Easement):

That part of Government Lot 1, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Section 32; thence South 02°00'44" East, along the westerly line of said Section 32, for a distance of 460.00 feet to the northwest corner of a tract of land described in Book 373, Page 86 on file at the Cass County Recorder's Office; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 25.00 feet to the true point of beginning; thence South 01°58'57" East for a distance of 40.22 feet; thence North 43°06'07" East for a distance of 15.80 feet to a point of non-tangential curve, concave to the southwest, having a radius of 20.00 feet; thence southeasterly, along said curve, for a distance of 7.34 feet, through a central angle of 21°01'07", chord bearing South 47°07'29" East, to a point of tangential curve to the left, having a radius of 50.00 feet; thence southeasterly, along said curve, for a distance of 58.95 feet, through a central angle of 67°32'53"; thence North 75°50'12" East for a distance of 98.79 feet to a point of tangential curve to the right, having a radius of 65.00 feet; thence easterly, along said curve, for a distance of 52.61 feet, through a central angle of 46°22'24", to a point of tangential curve to the left, having a radius of 95.00 feet; thence southeasterly, along said curve, for a distance of 63.26 feet, through a central angle of 38°09'15"; thence North 84°03'21" East for a distance of 55.04 feet to a point of tangential curve to the right, having a radius of 20.00 feet; thence southeasterly, along said curve, for a distance of 16.38 feet, through a central angle of 46°55'56" to a point of intersection with the northerly line of Ridgewood Addition to the City of Fargo, on file at said Recorder's Office; thence North 87°23'44" East, along the northerly line of said Ridgewood Addition, for a distance of 34.07 feet to a point of non-tangential curve, concave to the southwest, having a radius of 50.00 feet; thence northwesterly, along said curve, for a distance of 66.76 feet, through a central angle of 76°29'58", chord bearing North 57°41'40" West; thence South 84°03'21" West for a distance of 55.04 feet to a point of tangential curve to the right, having a radius of 65.00 feet; thence northwesterly, along said curve, for a distance of 43.28 feet, through a central angle of 38°09'15", to a point of tangential curve to the left, having a radius of 95.00 feet; thence northwesterly, westerly and southwesterly, along said curve, for a distance of 76.89 feet, through a central angle of 46°22'24"; thence South 75°50'12" West for a distance of 98.79 feet to a point of tangential curve to the right, having a radius of 20.00 feet; thence southwesterly, westerly and northwesterly, along said curve, for a distance of 23.58 feet, through a central angle of 67°32'53", to a point of tangential curve to the left, having a radius of 50.00 feet; thence northwesterly, along said curve, for a distance of 27.75 feet, through a central angle of 31°48'15", to a point of intersection with the northerly line of said tract; thence South 87°17'16" West, along the northerly line of said tract, for a distance of 19.89 feet to the true point of beginning.

Said tract contains 11,694 square feet, more or less.

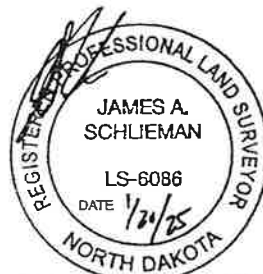
Description - Parcel 2 (Permanent Easement):

That part of Government Lot 1, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 30.00 feet wide, centered on the following described line:

Commencing at the northwest corner of said Section 32; thence South 02°00'44" East, along the westerly line of said Section 32, for a distance of 460.00 feet to the northwest corner of a tract of land described in Book 373, Page 86 on file at the Cass County Recorder's Office; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 435.10 feet to the true point of beginning of the line to be described; thence South 03°02'49" East for a distance of 65.82 feet to a point of intersection with the northerly line of Ridgewood Addition to the City of Fargo, on file at said Recorder's Office, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said tract on the north and to intersect the northerly line of said Ridgewood Addition on the south.

Said tract contains 1,975 square feet, more or less.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0217

PART OF GOVERNMENT LOT 1, SECTION 32  
T140N, R48W, CITY OF FARGO, CASS CO., ND

SHEET  
3 OF 3

## MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION AND MAINTENANCE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the City of Fargo, whose address is 225 4<sup>th</sup> Street North, Fargo, North Dakota 58102 ("Fargo"), and the Park District of the City of Fargo, whose address is 6100 38<sup>th</sup> Street South, Fargo, North Dakota 58104 (the "Park District").

**WHEREAS**, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts; and

**WHEREAS**, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

**WHEREAS**, Fargo is planning to construct a shared use path as part of the overall City pedestrian transportation system, as shown in Exhibit "A" attached hereto; and

**WHEREAS**, Fargo will construct certain amenities in conjunction with the shared use path, including vegetation establishment, fences, vehicle gates, pedestrian benches, solar lighting, and signage; and

**WHEREAS**, the parties have agreed to share in the responsibility of construction, maintenance, inspection, and repair of the shared use path and amenities, subject to the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Ownership. Fargo and the Park District both own parcels on which the shared use path and other amenities will be constructed, and shall retain such ownership without regard to maintenance responsibilities. A portion of the shared use path is also to be built upon property owned by the United States of America c/o VA Hospital whose address is 2101 Elm Street North Fargo, North Dakota 58102 (the "VA"). The parties hereto understand and agree that the primary use of the property is for flood control, and such purpose shall not be impaired or impeded by any provisions herein.

2. Access. Fargo hereby grants Park District access to the portions of the shared use path and amenities located upon Fargo's property for ingress and egress, and for purposes of maintenance, repairs, and construction, as necessary to carry out the terms of this Agreement. Park District hereby grants unto Fargo unimpeded access to the shared use path and installed amenities for whatever purpose deemed necessary by Fargo, including patrol, emergency access, and truck access, as necessary.

3. Construction.

- a. Fargo shall be solely responsible for the construction of the shared use path and all agreed upon amenities, including but not limited to vegetation establishment, fences, vehicle gates, pedestrian benches, solar lighting, and installation of signage.
- b. Fargo shall be responsible for any levee construction, alteration, maintenance and reconstruction, as determined necessary in Fargo's sole discretion.
- c. Park District grants Fargo permission to construct the shared use path and amenities on property owned by Park District within the project area, have access to those properties for purposes of construction, and as necessary in the future for flood patrol, emergency access, and truck access, as necessary.

4. Project Cost.

- a. All project costs incurred by Fargo for project development and construction, including internal markups, shall be split 50/50 between Fargo and Park District.
- b. The total estimated project cost for the initial construction of the shared use path, as described in 3(a) above, is \$1,635,321. Park District's estimated cost of the local share is \$274,493. Actual costs incurred shall be used to determine final shared cost amounts.
- c. Notwithstanding the repair and maintenance responsibilities set forth elsewhere herein, Fargo and the Park District shall split any and all costs of a future trail replacement equally.

5. Park District General Maintenance. Park District shall be responsible for the repair and maintenance of all amenities and improvements placed by Fargo for the proposed path and its connections as shown in Exhibit "A" attached hereto, as well as path pavement maintenance and repair, and snow and debris removal, as necessary, for the entire length of the path (including portion within VA property), EXCEPT as stated in paragraph 6 of this Agreement and that in the event the shared use trail or vegetation constructed by Fargo are damaged as a result of Fargo's construction, maintenance or reconstruction, Fargo shall repair the same, at Fargo's cost. Park District understands and agrees that it may not construct any permanent structures on the property, make any modifications to the levees, or plant any trees on Fargo or VA property, or plant any trees within 15-feet of the toe of the levee, unless otherwise agreed to in writing signed by both parties. Fargo and Park District understand and agree that any work to be completed pursuant to this Agreement that may disrupt Park District use of the property shall be coordinated between the parties so as to minimize impacts, to the extent possible.

- a. Park District shall be responsible for tree and vegetation replacement following Fargo's initial installation, at Park District's sole cost.



- b. Park District shall be responsible for mowing and providing all weed control within a 10-foot buffer area on each side of the proposed path and its connections (the "Buffer Area"), and all weed control within this area. All Fargo owned property outside this Buffer Area remains the responsibility of Fargo to mow and provide weed control. All VA owned property outside this Buffer Area remains the responsibility of VA to mow and provide weed control. All Park District owned property remains the responsibility of Park District to mow and provide weed control.
- c. Park District understands and agrees that any work completed by Park District may not impact Fargo's flood control system without prior written consent of Fargo.
- d. Park District is also authorized to close the shared use path via the VA property line gates upon the occurrence of a flood event that renders the portions of the shared use path located on the VA property as unsafe for use, and reopen them once the flood event has passed.

6. Veteran Affairs Hospital General Maintenance. The VA will maintain and cover any future maintenance cost of any items specifically for VA property. This includes: the solar lights, property signage, property fencing, and the four vehicle gates with two being placed within the VA property, and one gate each being placed near the north and south property line of the VA.

7. Dispute Resolution.

- a. Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the improvements and amenities identified herein, which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing of an annual schedule of maintenance and repairs.
- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

8. Term. The term of this Agreement will be 30 years. This Agreement will automatically renew for successive periods of 30 years. If either party intends to terminate this Agreement, at least 180 days' Notice prior to expiration of the current term shall be given to the other party. The parties may agree in writing to terminate this Agreement prior to expiration of the initial term or any renewal term. This Agreement is personal as to the Park District, and may not be assigned or transferred without Fargo's written consent.

9. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

10. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo  
ATTN: City Auditor  
Fargo City Hall  
225 Fourth Street North  
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo  
ATTN: Finance Director  
6100 38<sup>th</sup> Street South  
Fargo, ND 58104

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

11. Time is of the Essence. Time is of the essence of each provision of this Agreement and of all the conditions thereof.

12. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless

in writing and duly executed by the parties. It does not negate the parties' rights, duties and obligations under prior agreements related to the shared use path construction and operation, maintenance, and flood control system.

13. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

14. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

15. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.

16. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

17. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

18. Rules of Construction. The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

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

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

(Signatures appear on the following pages)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

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

ATTEST:

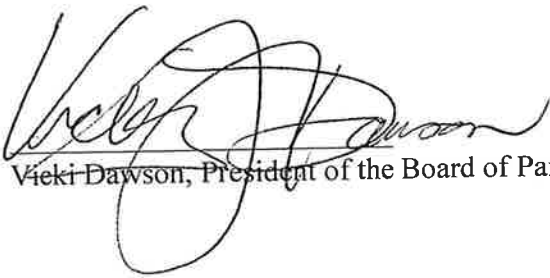
\_\_\_\_\_  
Steve Sprague, City Auditor

Dated this 10<sup>th</sup> day of September 2025

Park District of the City of Fargo

By:   
Susan Faus, Executive Director

ATTEST:



Vicki Dawson, President of the Board of Park Commissioner's

**EXHIBIT A**

SHARED USE PATH DESIGN DATA				
Traffic	Average Daily			
Current: N/A	Pass: N/A	Trucks: N/A	Total: N/A	
Forecast: N/A	Pass: N/A	Trucks: N/A	Total: N/A	
Clear Zone Distance: 2 FT	Design Speed: 20 MPH			
Minimum Sight Dist. for Stopping: N/A	Bridges: N/A			
Sight Dist. for No Passing Zone: N/A				
Pavement Design Life: N/A				

DESIGNERS
Gunnar Cowing



NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
TMA-CRP-8-984(182)  
SN-25-B0  
CASS COUNTY  
15TH AVE N RED RIVER TRAIL  
ALONG THE RED RIVER FROM 15TH AVE N TO WOODCREST DR N  
GRADING AND CONCRETE SHARED USE PATH



STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	24298	1	1

GOVERNING SPECIFICATIONS		Date Replaced and Adopted by the North Dakota Department of Transportation
Standard Specifications		7/1/2024
Supplemental Specifications		NONE

PROJECT NUMBER\ DESCRIPTION	NET MILES	GROSS MILES
TMA-CRP-8-984(182)	1.125	1.125

THE CITY OF  
**Fargo**  
FAR MORE

**3i**  
Proj. No. 6059-0217  
Houston  
Engineering Inc.  
Ph. 701.237.5065

APPROVED DATE \_\_\_\_\_  
FARGO CITY ENGINEER \_\_\_\_\_





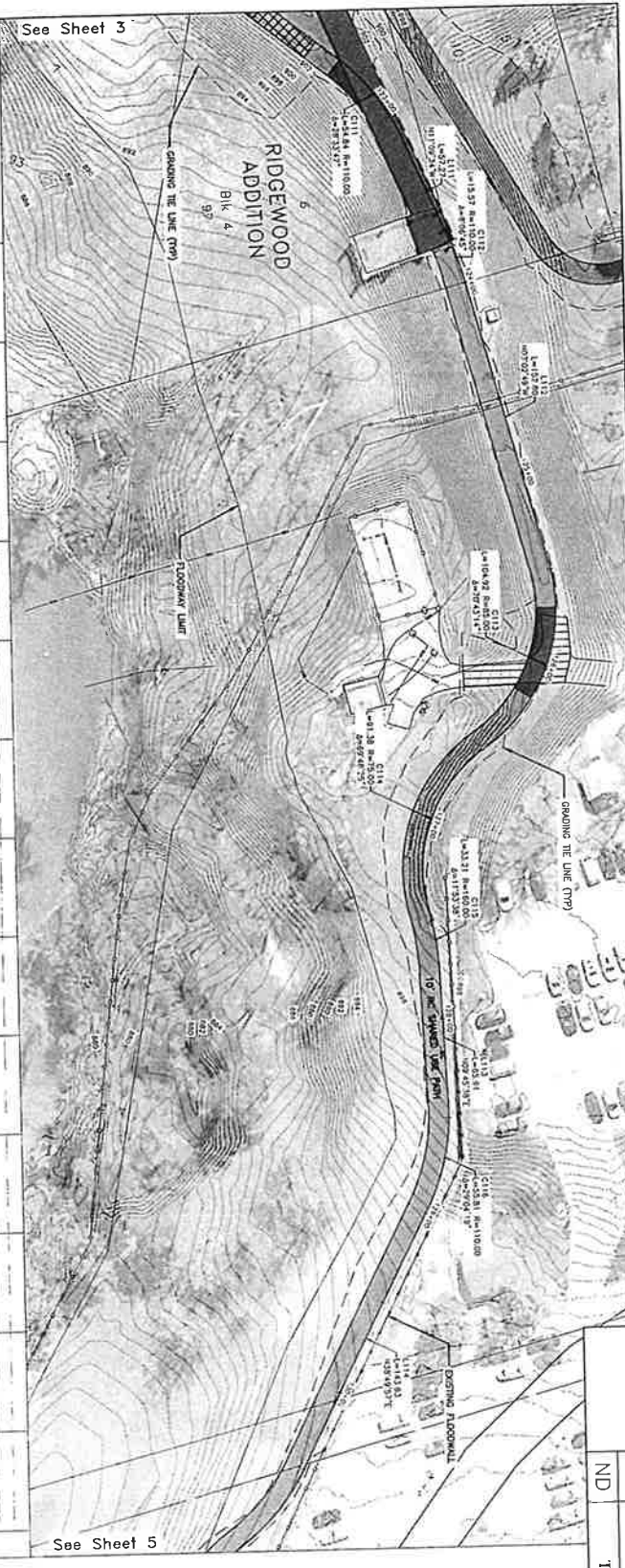
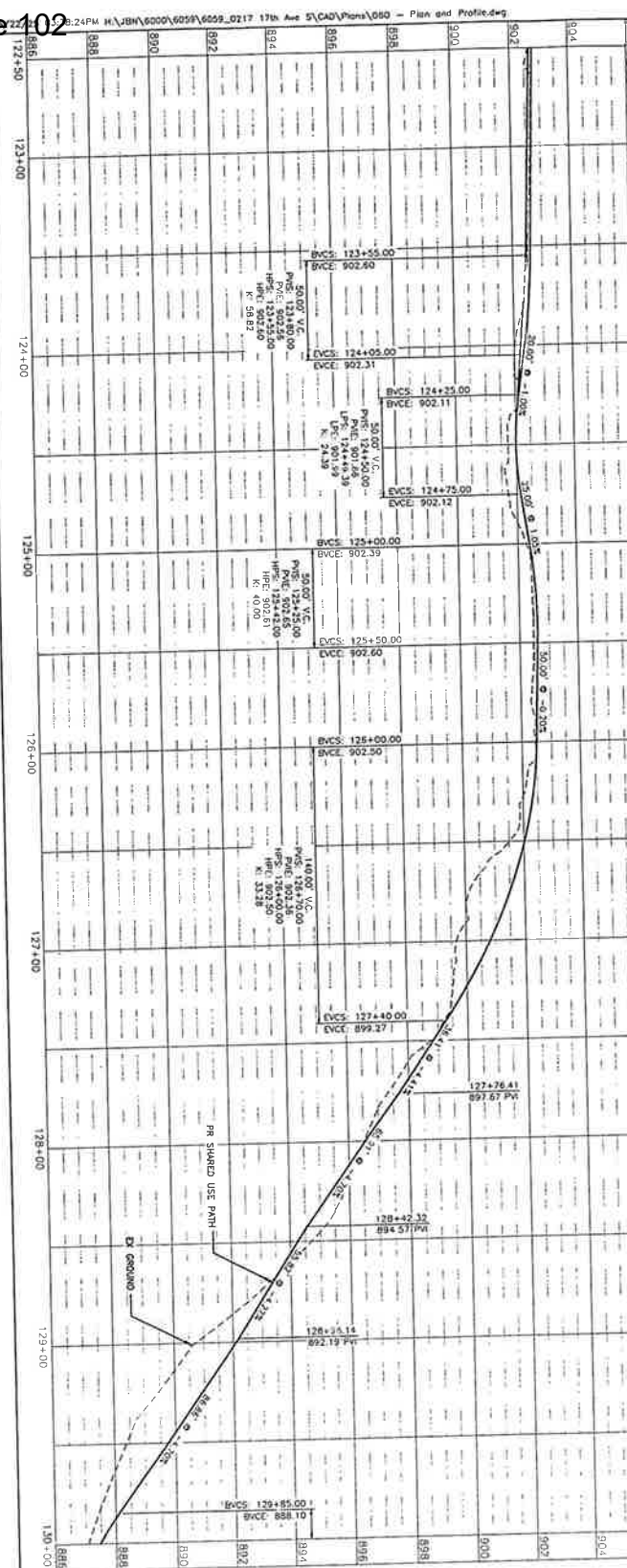


Red River Trail



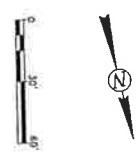
See Sheet 3

See Sheet 5



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	60	4

- LEGEND:
- 6" COMMERICAL GRADE HOT MIX ASPHALT
  - SIDEWALK CONCRETE 8IN
  - 7" DRIVEWAY CONCRETE
  - LANDING 1:3% PREFERRED SLOPE (SEE WORKBOOK) ALL DIRECTIONS



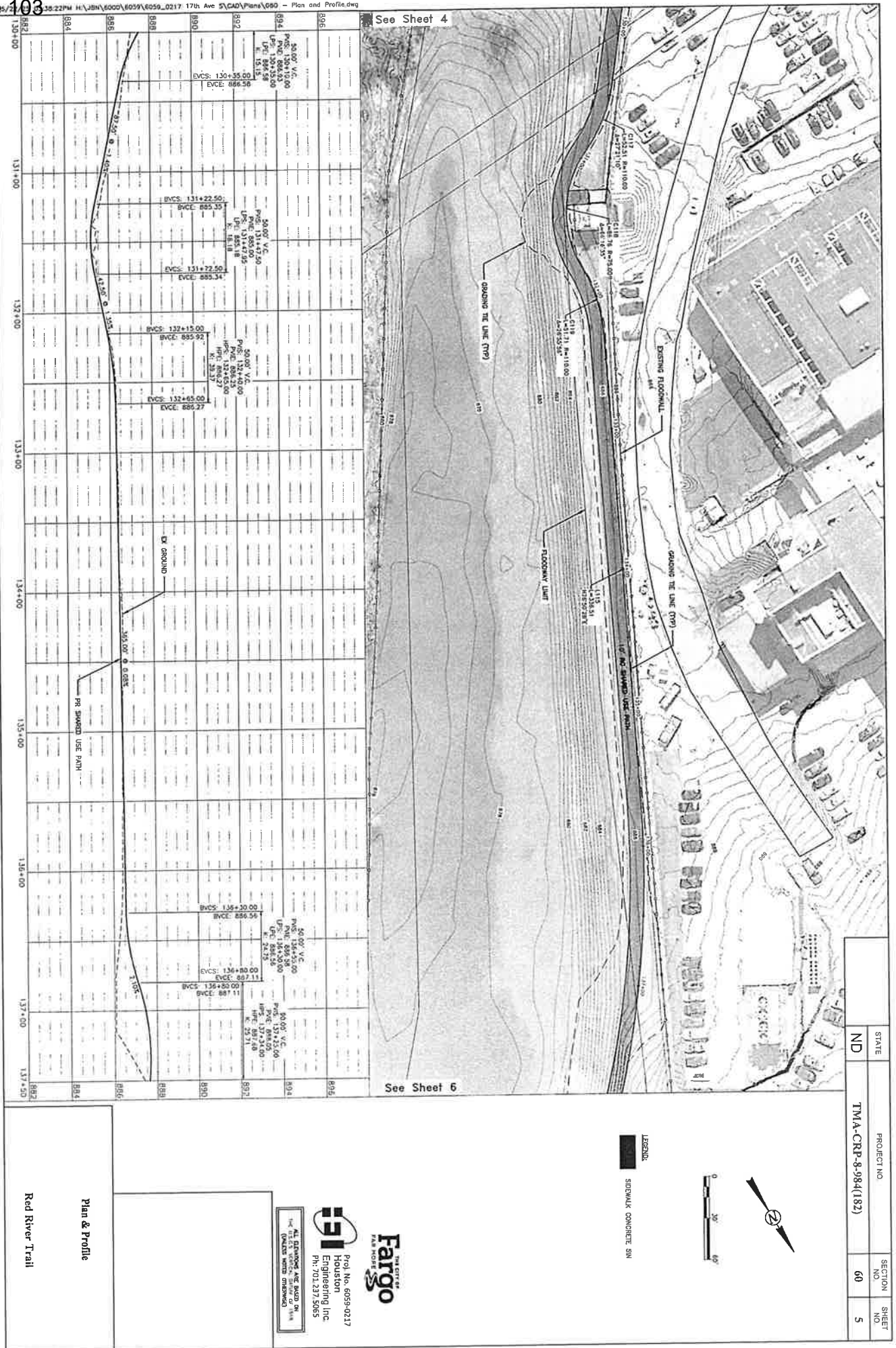
Plan & Profile

Red River Trail

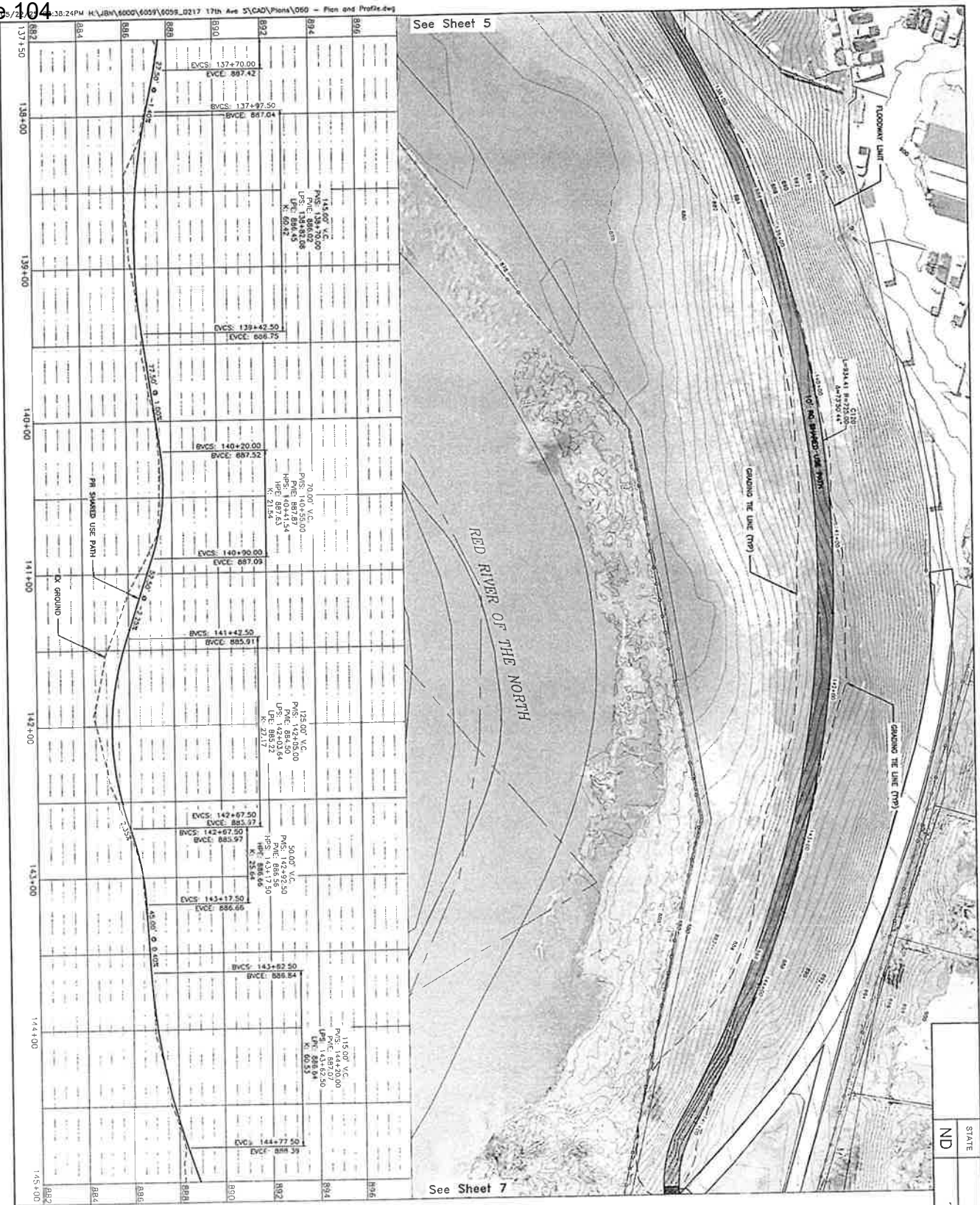
**Fargo**  
FAR NORTH

Proj. No. 6059-0217  
Houston Engineering Inc.  
Ph: 701.237.5065

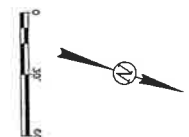
ALL DIMENSIONS ARE IN FEET AND INCHES  
UNLESS NOTED OTHERWISE



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STATE	PROJECT NO	SECTION NO	SHEET NO
ND	TMA-CRP-8-984(182)	60	6



LEGEND:  
SIDEWALK CONCRETE FIN

Plan & Profile  
Red River Trail

**Fargo**  
THE CITY OF  
FARGO, ND  
FARGO ENGINEERING INC.  
PH. 701.237.5065

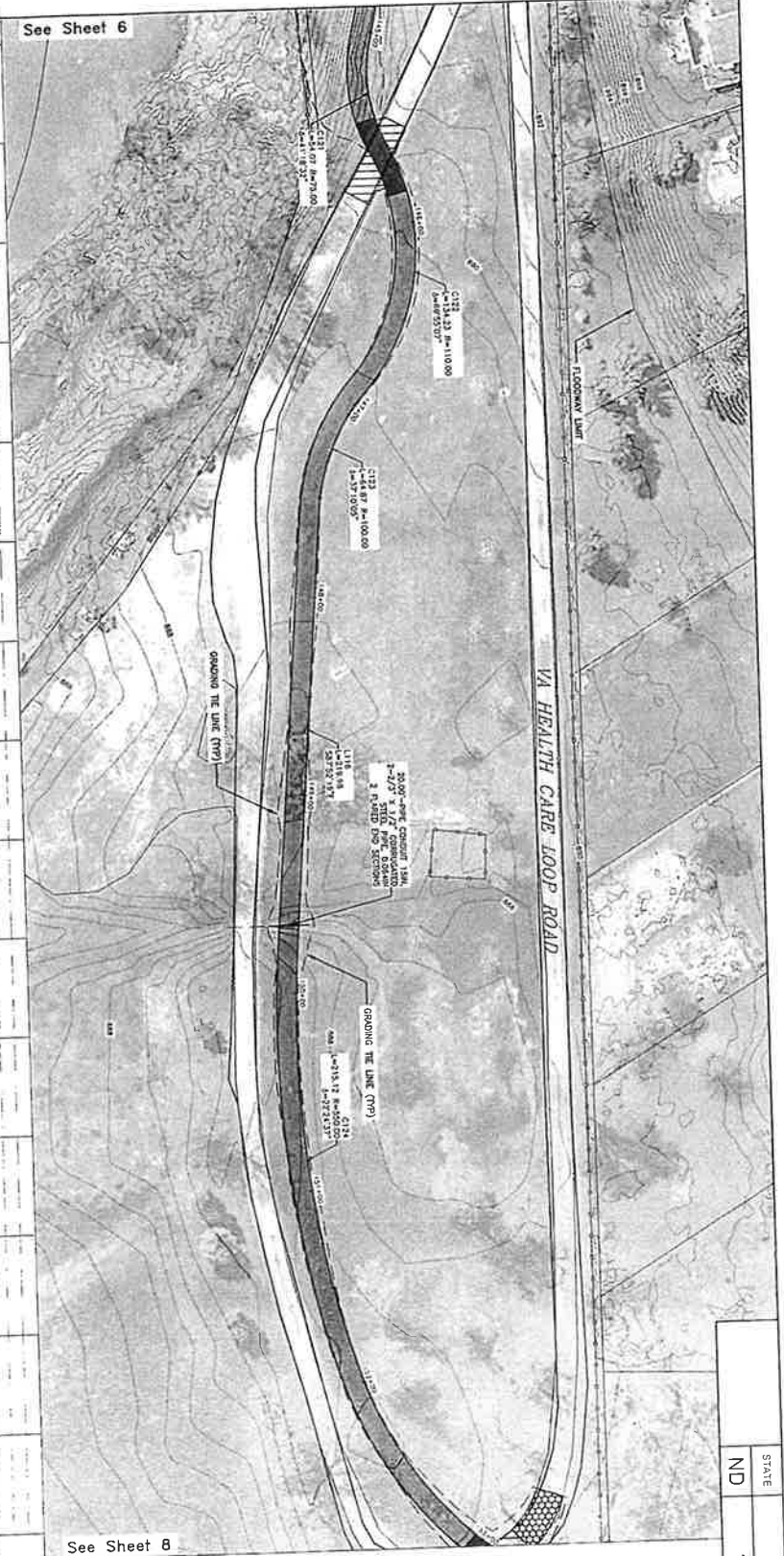
Proj No 6059-0217  
Houston  
Engineering Inc.  
PH. 701.237.5065

ALL DRAWINGS ARE MADE TO THE  
STANDARD SPECIFICATIONS FOR  
CONCRETE AND REINFORCED CONCRETE

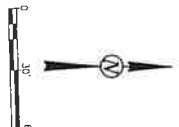


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Station	Profile	Notes
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STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	60	7

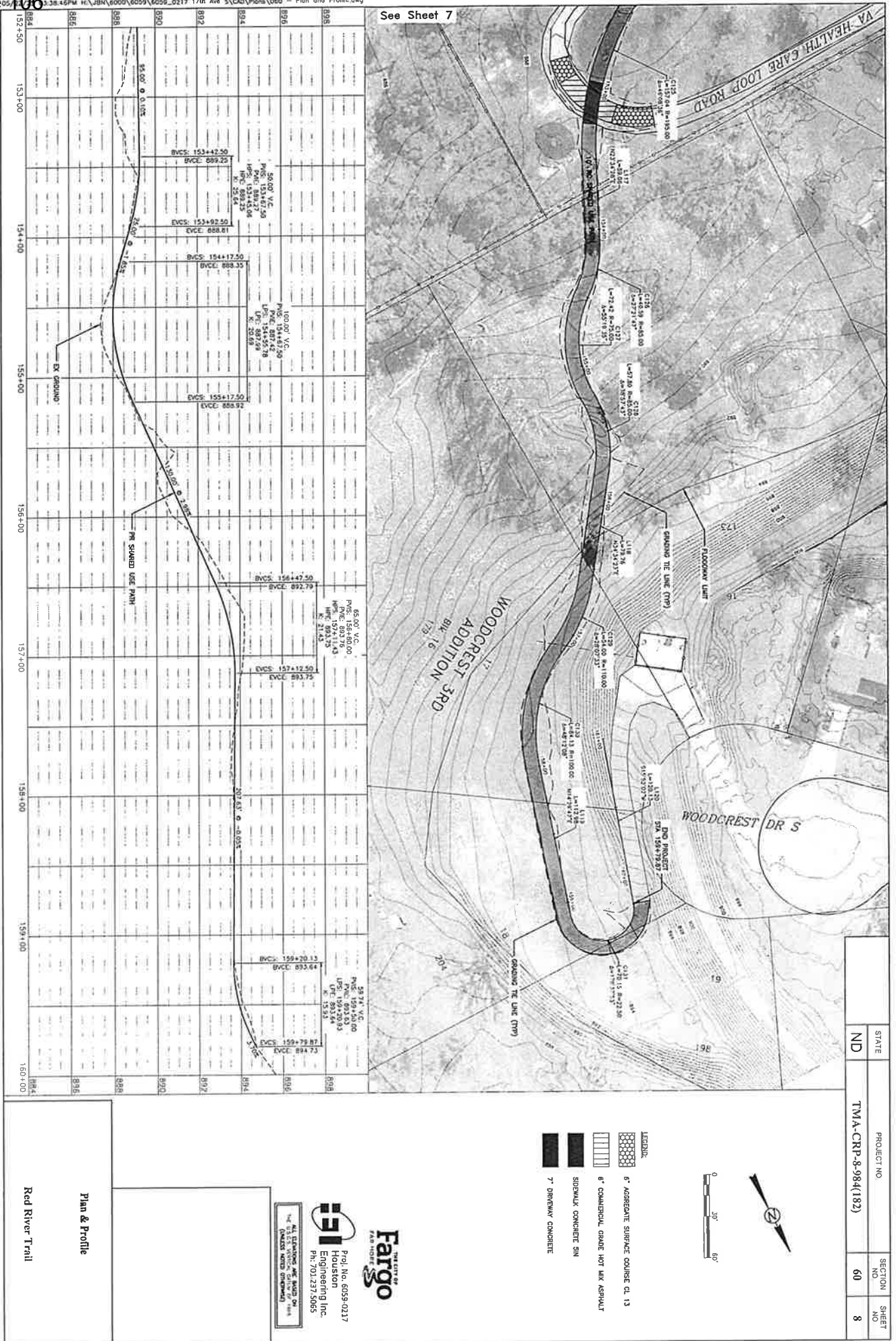


- LEGEND:
- 6" COMMERICAL GRADE HOT MIX ASPHALT
  - SIDEWALK CONCRETE 5IN
  - 7" DRIVEWAY CONCRETE

Plan & Profile  
Red River Trail

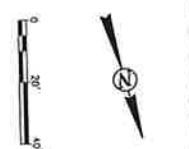
**Fargo**  
THE CITY OF  
FARGO, ND  
Engineering Inc.  
P.O. Box 6059-0217  
Fargo, ND 58106-0217  
701.237.5065

THE CITY OF FARGO  
ENGINEERING INC.  
P.O. BOX 6059-0217  
FARGO, ND 58106-0217  
701.237.5065









**Fargo**  
THE CITY OF  
FARGO, ND  
Proj. No. 6059-0217  
Houston  
Engineering Inc.  
Ph: 701.231.5065

ALL DRAWINGS ARE MADE TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (NDSRS) (2003 EDITION)



SPEC CODE	BID ITEM	QTY	UNIT
732- 0000	FEARGE QUAN LINK	392	LF
	SFA 124+60 TO STA 127+58	150	LF
	SFA 138+29 TO STA 141+38	632	LF
	TOTAL		
732- 2100	VEHICLE GATE	1	EA
	SFA 125+92 TO STA 126+04	1	EA
	SFA 141+28 TO STA 141+33	2	EA
	TOTAL		
732- 2110	BEST VEHICLE GATE	1	EA
	SFA 124+60		
732- 0009	DESTINATION LIGHT - SOLAR	1	EA
	SFA 125+89	1	EA
	SFA 141+37	2	EA
	TOTAL		

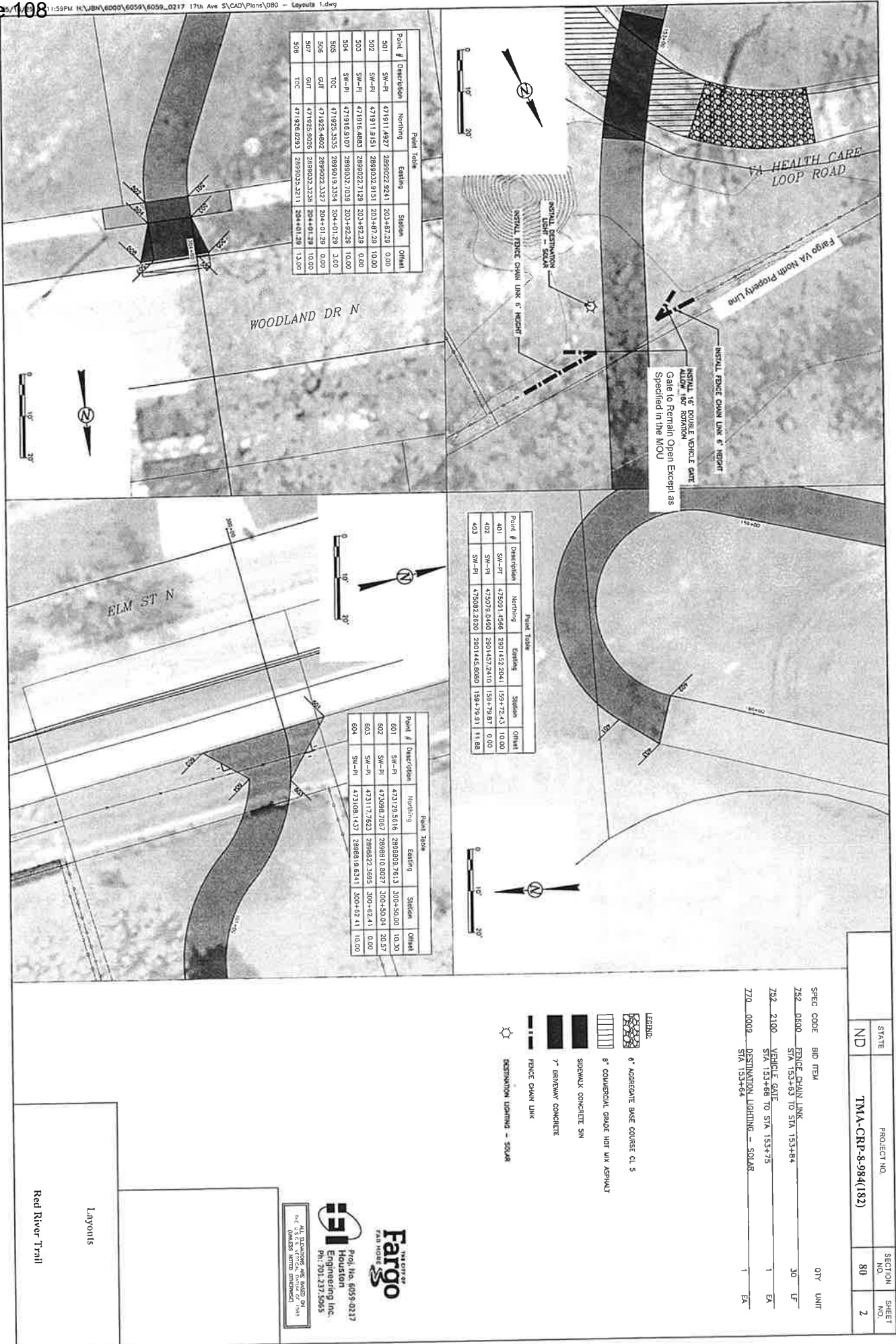
- | LEADING:                            |   |   |  |   |   |   |  |
|-------------------------------------|---|---|--|---|---|---|--|
| 6" COMMERCIAL GRADE HOT MIX ASPHALT |  |  |  |  |  |  |  |
| SIDEWALK CONCRETE 5M                |   |   |  |   |   |   |  |
| 7" DRIVEWAY CONCRETE                |   |   |  |   |   |   |  |
| FENCE CHAIN LINK                    |   |   |  |   |   |   |  |
| DESTINATION LIGHT - SOLAR           |   |   |  |   |   |   |  |

**Fargo** THE CITY OF  
FAR MORE  
  
Proj. No. 6059-0217  
Houston  
Engineering Inc.  
Ph: 701.237.5065

ALL EXHAUSTING USE BASED ON  
2011 U.S. CENSUS DATA OF THIS  
COUNTY WORTH 67,000,000

## Layouts





Point #	Description	Northing	Easting	Station	Offset
501	SW-PI	471811.4927	2898022.9241	203+47.29	0.00
502	SW-PI	471811.9151	2898022.9151	203+47.29	10.00
503	SW-PI	471916.4883	2898022.7128	203+42.29	0.00
504	SW-PI	471916.9107	2898022.7038	203+42.28	10.00
505	TOC	471925.3535	2898019.3354	204+01.29	3.00
506	OUT	471925.4602	2898022.3327	204+01.29	0.00
507	GUT	471925.5026	2898023.3238	204+01.29	10.00
508	TIC	471925.0293	2898035.3211	204+01.29	13.00

Point #	Description	Northing	Easting	Station	Offset
401	SW-PT	475091.4566	2801452.2041	159+72.43	10.00
402	SW-PI	475079.0450	2801457.2410	159+79.87	0.00
403	SW-PI	475092.2620	2801445.0080	159+79.91	11.88

Point #	Description	Northing	Easting	Station	Offset
601	SW-PI	473129.5616	2898005.7613	300+50.00	10.30
602	SW-PI	473098.7057	2898981.0827	300+50.04	20.57
603	SW-PI	473117.7623	2898822.3895	300+62.41	0.00
604	SW-PI	473108.1437	2898819.6341	300+62.41	10.00

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	80	2

SPEC CODE	BID ITEM	QTY	UNIT
752.0600	FENCE CHAIN LINK STA 153+63 TO STA 153+84	30	LF
752.2100	VEHICLE GATE STA 153+68 TO STA 153+75	1	EA
770.0002	DESTINATION LIGHTING - SOLAR STA 153+64	1	EA

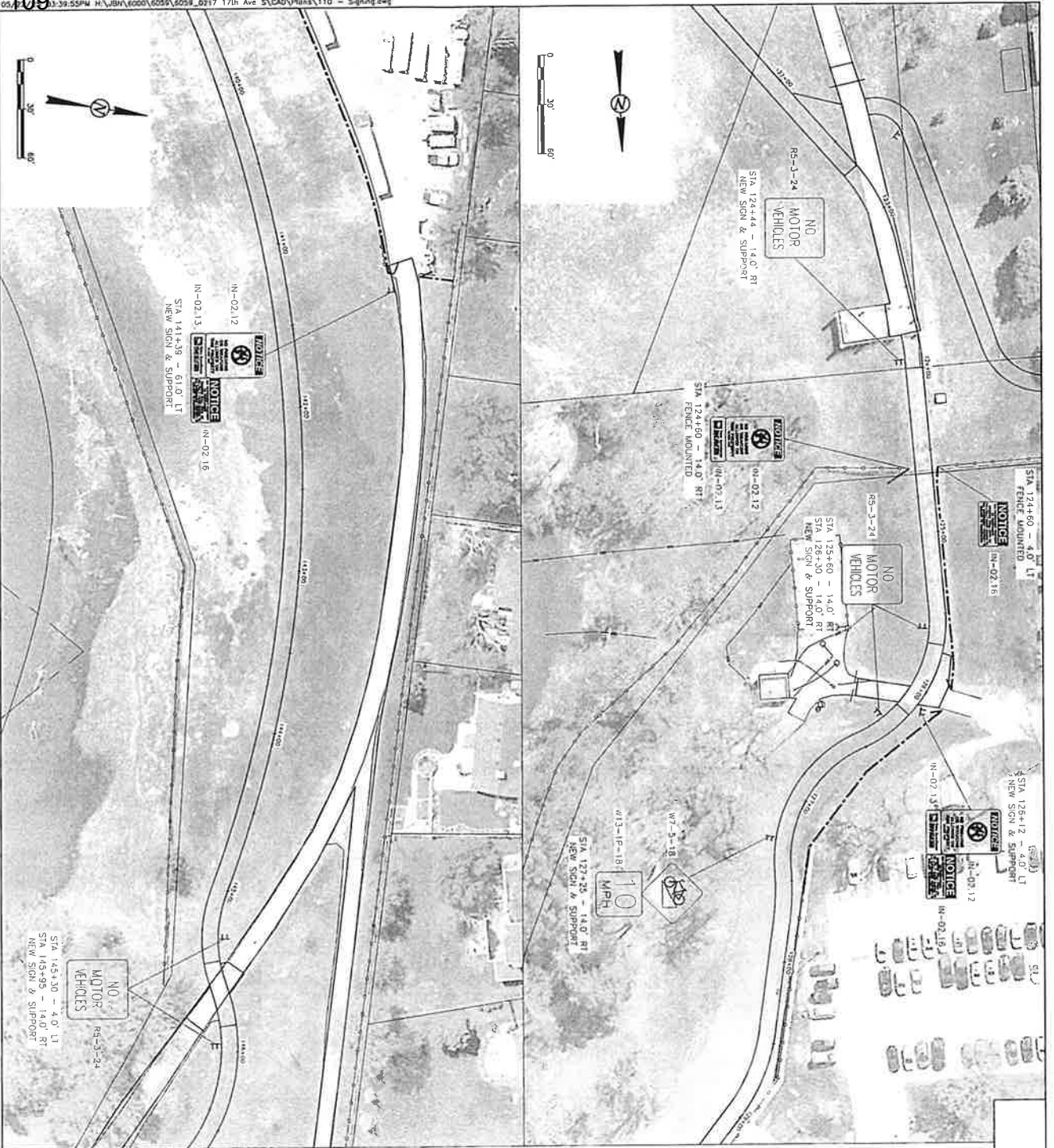
- LEGEND:
- 6" AGGREGATE BASE COURSE CL 5
  - 6" COMMERICAL GRADE HOT MIX ASPHALT
  - SURPLUS CONCRETE SH
  - 7" DRIVEWAY CONCRETE
  - FENCE CHAIN LINK
  - DESTINATION LIGHTING - SOLAR

**Fargo**  
THE CITY OF  
Fargo  
Engineering Inc.  
P.O. Box 6059-0217  
Fargo, ND 58103-5065

**Red River Trail**

Layouts





STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-084(182)	110	2

- NOTES:
1. INITIAL SPREAD WITH 4" MINIMUM AND 5" MAXIMUM VERTICAL CLEARANCE MEASURED FROM SHAWED USE PAINT FINISHED GRADE TO BOTTOM OF SIGN.
  2. FURNISH TYPE X1 RECTANGULAR SHEETING FOR ALL SIGNING.
  3. FURNISH TELESPAN 12 GAUGE SQUARE PERFORATED TUBE FOR ALL POSTS AND ANCHORS.
  4. REFER TO SECTION 20 FOR SIGN INSTALLATION DETAILS.

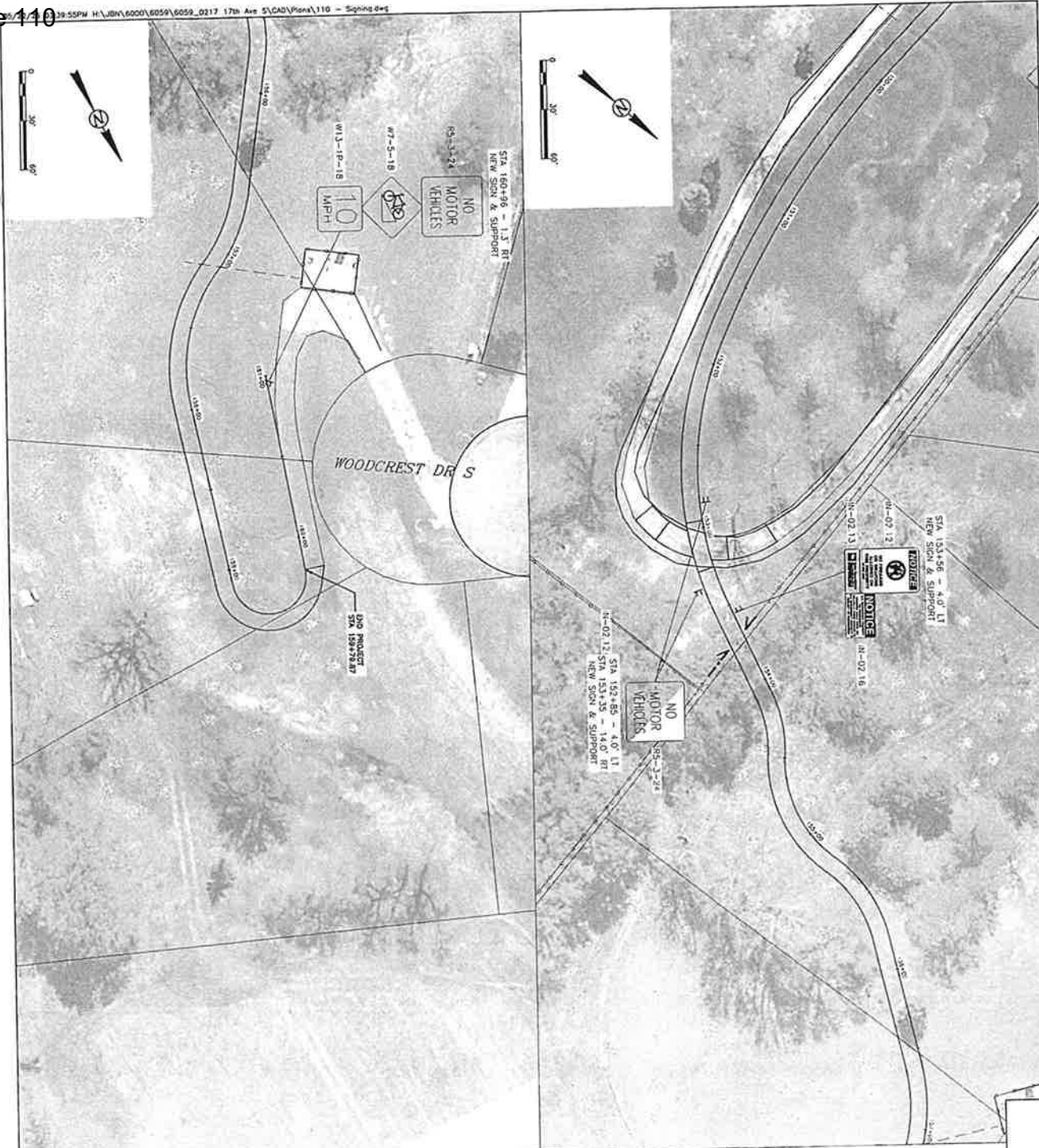
**Fargo**  
THE CITY OF  
FARGO  
FARGO, ND 58103

Proj No. 6059-0217  
Houston  
Engineering Inc.  
PH: 701.237.5065

ALL SIGNING AND MARKING SHALL BE DONE IN ACCORDANCE WITH THE ND DOT SPECIFICATIONS (LATEST EDITIONS ORIGINALLY)

Signing

Red River Trail



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	110	3

- NOTES:
1. INSTALL SIGNS WITH A 4' MINIMUM AND 5' MAXIMUM VERTICAL CLEARANCE.
  2. MEASURED FROM SHAWED USE PAINT FINISHED GRADE TO BOTTOM OF SIGN.
  3. FURNISH TYPE 'M' REFLECTIVE SHEETING FOR ALL SIGNS.
  4. FURNISH TELESPIN 12 GAUGE SQUARE PERFORATED TUBE FOR ALL POSTS AND ANCHORS.
  5. REFER TO SECTION 20 FOR SIGN INSTALLATION DETAILS.

**Fargo**  
THE CITY OF  
FARGO, ND

Proj. No. 6059-0217  
Houston  
Engineering Inc.  
PH: 701.237.5065

ALL ELEVATIONS ARE IN FEET UNLESS NOTED OTHERWISE

Signage

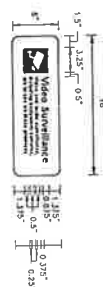
Red River Trail



SPIN NUMBER	14-02-12
WIDTH x HEIGHT	11.4" x 3.0"
CORNER WIDTH	0.5"
CORNER RADIOS	1.5"
MOUNTING	Original
BACKGROUND	TYPE: Reflective COLOR: White
LEGEND/NOTES	TYPE: Reflective COLOR: Black, Blue, Red, White

[illegible]

SIGN DETAIL



SCA NUMBER	N-02.13	
WIDTH x HEIGHT	1'-6" x 0'-6"	
CONCRETE WIDTH	0'	
CONCRETE MASTS	0.75'	
MODULATING	Ground	
BLACKGROUND	Type: Bareline	
LEDCO/DO/RO/EN	TYPE: Bareline	
	TYPE: Bareline	
	COLOR: Bklt. Blus	
SYMBOL	NOT	YES
	NO	HIT

[illegible]

SIGN DETAIL

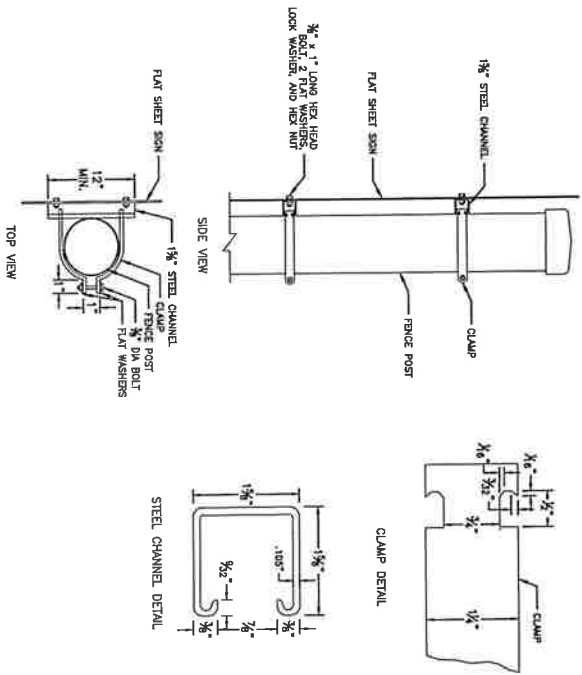


SCON NUMBER	PR-02.16
WIDTH x HEIGHT	1'-6" x 1'-0"
BORDER WIDTH	0"
CORNER RADIUS	0.5
APPEARANCE	Ground
BACKGROUND	TYPE: Effective
	COLOR: White
LEGEND/BORDER	TYPE: variable
	COLOR: Blue, Red
SYMBOL	ROT X Y WID HT

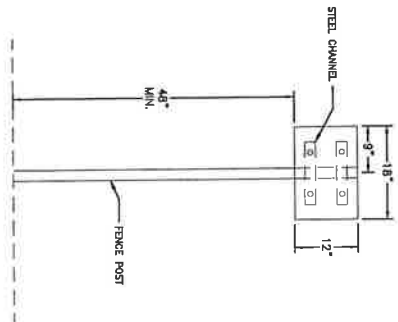
Penel Syac  
Dimensions are in inches unless  
otherwise noted.

[illegible]

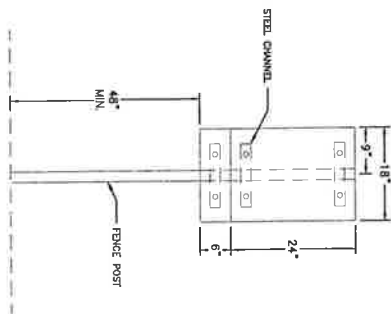
FLAT SHEET SIGN CLAMP MOUNTING DETAIL



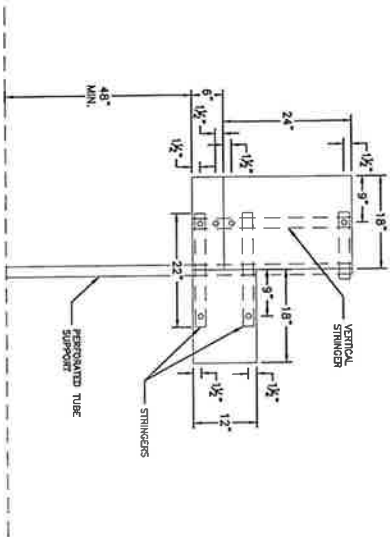
IN-02.18  
FENCE POST MOUNTING DETAIL



IN-02.12 & IN-02.13  
FENCE POST MOUNTING DETAIL



IN-02.12, IN-02.13, & IN-02.16  
PERFORATED TUBE MOUNTING DETAIL



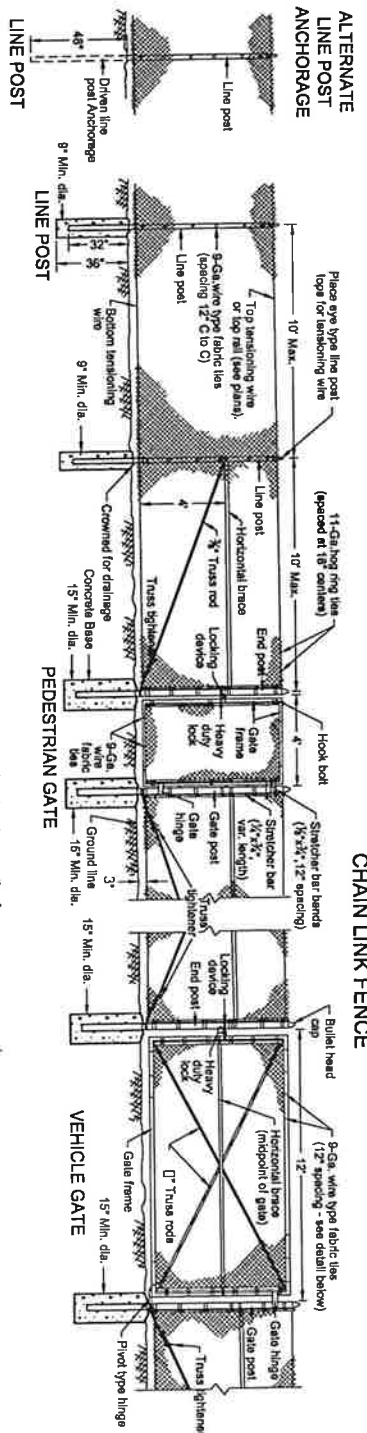
Sign Mounting Details

Red River Trail

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	110	6

D-752-2

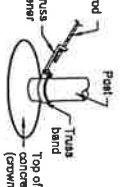
CHAIN LINK FENCE



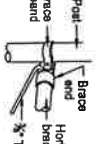
NOTES:

1. Install double brace assemblies at locations shown on the plans or as indicated by the engineer. (Leave a minimum of 1000 feet. No deduction in measured pay length of chain link fence for gates, corner assemblies, double brace assemblies, or fence terminals.)
2. Provide miscellaneous fittings of the type and size recommended by the manufacturer of the fence and approved by the Engineer.
3. Use 6" High fabric unless otherwise shown on the plans.
4. Use Class VIE concrete for post bases in accordance with Sec. 602 of the Standard Specifications. Use size No. 4 or 3 coarse aggregate for concrete mix, but do not change during the work, except by Engineer's written permission.
5. Use any of the types of posts shown in the table of equivalent post sizes and weights for the specified use.
6. Do not connect private fences to highway right-of-way fences.
7. Use a concrete anchorage for all end, corner, and brace posts, and for first line post(s) adjacent to terminal post.

TRUSS ATTACHMENT AT TERMINAL POSTS



BRACE & TRUSS ATTACHMENT



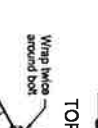
LINE POST TOP DETAIL



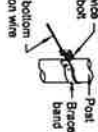
TOP VIEW



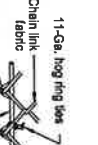
WRAP TWICE



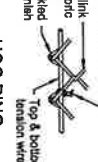
TENSION WIRE ANCHORAGE



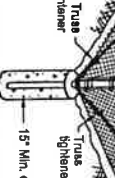
11-Ga. hog ring ties



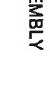
HOG RING FASTENER DETAIL



CORNER ASSEMBLY



LINE POST



TOP & BRACE RAIL



ROLL FORMED POST



ROLL FORMED POST



"H" COLUMN POST



WIRE TYPE FABRIC TIE DETAIL



USE OF FABRIC POST		ROUND STEEL		ROLL FORMED		"H" COLUMN STEEL	
		Size	Weight - Lbs./Ft.	Size	Weight	Size	Weight
LINE POST	6" or less	1.900"	2.72	Grade 1	A	B	A
	Over 6"	2.375"	3.65	Grade 2	1.875	1.625	2.40
END OR CORNER POST	6" or less	2.375"	3.65	3.12	2.25	1.70"	2.78
	Over 6"	2.875"	5.79	4.64			
BRACE POST	6" or less	2.375"	3.65	3.12			
	Over 6"	2.875"	5.79	4.64			
GATE POST	6" or less	3.500"	7.58	5.71			
	Over 6"	4.000"	9.11	6.66			
STRETCHER BAR FOR GATE	6" or less	1.600"	2.27	1.64			
	Over 6"	1.900"	2.72	2.28			
MINIMUM		All	1.660"	2.27	1.64	1.625" x 1.125"	1.35

STRETCHER BAR BAND		NORTH DAKOTA	
DATE: 8-5-09		REVISION:	
DRAWN BY: J. HOFF		CHECKED BY: J. HOFF	
DESIGNED BY: J. HOFF		APPROVED BY: J. HOFF	
PROJECT: 08/07123		SHEET: 113	





## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Project No.: TR-26-A1  
 NDDOT Project No.: HEU-8-984(179) PCN 24053

Type: Cost Participation and Maintenance Agreement

Location: 19<sup>th</sup> Avenue North & University Dr. Date of Hearing: 9/22/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/29/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreement (CPM) with NDDOT for the Intersection Safety Project.

Funding for the project will consists of Federal Highway Funds from NDDOT's Transportation Highway Safety Improvement Program (HSIP) and Infrastructure Sales Tax Funds. The estimated construction cost breakout is as follows:

Estimated Project Cost:	\$584,041.87
Federal Share:	\$525,637.68 (capped)
City Share:	\$58,404.19

Staff is recommending approval of the CPM Agreement and to add this project to the 2025 Capital Improvement Plan (CIP).

On a motion by Susan Thompson, seconded by Brenda Derrig, the Committee voted to recommend approval of the CPM Agreement with the NDDOT and to add this project to the 2025 CIP.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the CPM Agreement with the NDDOT and add this project to the 2025 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: HSIP and Infrastructure Sales Tax Funds

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>


COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

To: PWPEC

From: Jeremy Gorden, PE, PTOE  
Division Engineer – Transportation

Date: September 10, 2025

Re: Approval of Cost, Participation and Maintenance (CPM) Agreement with NDDOT  
Intersection Safety Project – 19<sup>th</sup> Avenue North & University Drive  
NDDOT Project HEU-8-984(179)  
City of Fargo Project No. TR-26-A1

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### **Background:**

I have attached a CPM Agreement from the Local Government Division of the NDDOT for the Intersection Safety Project slated for next construction season at the intersection of 19<sup>th</sup> Avenue North and University Drive. This intersection has been on the NDDOT's High Crash Intersection List for some time, and this project will improve left turn lane sightlines with the goal of improved driver vision and reduced crashes.

The estimated construction cost is \$584,041.87, with federal funds capped at 525,637.68 (90%) and local funds at 58,404.19 (10%). This project is included in the City of Fargo 2026 Capital Improvement Plan.

Funding for the project will consist of Federal Highway Funds from the NDDOT's Transportation Highway Safety Improvement Program (HSIP), and Infrastructure Sales Tax Funds.

This project is set to be bid in Bismarck on November 14 and the project is scheduled to have a substantial completion date of August 15, 2026.

### **Recommended Motion:**

I recommend approval of the CPM Agreement.

Attachment

**MEMO TO:** Chad Orn  
Deputy Director for Planning

**FROM:** Marohl, Sengaroun H., 328-4449  
Local Government Division

**DATE:** 09/08/2025

**SUBJECT:** Cost Participation, Construction and Maintenance Agreement for Project  
HEU-8-984(179) PCN 24053

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Fargo on 19<sup>th</sup> Ave & University project.

Contract # 38251105

- The type of work is Turn Lane Realignment, ADA Ramps, Traffic Signals, Lighting
- The HEU Federal Funds for this project is limited to \$ 525,637.68.
- Any costs over the above limited amount will be City responsibility.
- No one time changes on the standard agreement template.

38/sm

Contract routing:  
Seng Marohl - Contract Owner  
Stacey Hanson  
Derek Pfeifer  
Nicole Lagasse  
Jeremy Gorden - Transportation Division Engineer  
City of Fargo Officials  
Seng Marohl  
Legal  
Chad Orn  
Stacey Hanson



NDDOT Contract No. 38251105

**North Dakota Department of Transportation  
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT  
LPA FEDERAL AID PROJECT**

**Federal Award Information – to be provided by NDDOT**

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Marohl, Sengaroun

Telephone: (701) 328-4449

**Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.**

**For NDDOT use only.**

**FHWA Authorization date:**

**Project No. HEU-8-984(179) PCN: 24053 LPA: CITY OF FARGO**  
**Location: FARGO 19<sup>TH</sup> AVE & UNIVERSITY DR**  
**Type of Improvement: TURN LANE REALIGNMENT, ADA RAMPS, TRAFFIC SIGNALS, LIGHTING**  
**Length: 0.1 MILE**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of City of Fargo, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 90 percent of the total eligible project cost up to a maximum of \$525,637.68. The balance of the project is the obligation of the LPA.

Additional Funding Clause  
None.

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

## PART I

### LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



## PART II

### Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
  - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
  - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
  - c. Tabulate the bids and send to the LPA.
  - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
  - a. Review bids to determine the lowest responsible bidder.
  - b. Execute the contract.
  - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
  - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
  - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
  - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
  - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

## PART III

### Post Construction:

After the project is completed the LPA agrees to:



1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

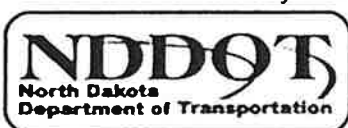
#### PART IV

##### General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.



5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer  
ND Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of City of Fargo, North Dakota, the date last below signed.

APPROVED:

\_\_\_\_\_  
LPA/STATES ATTORNEY (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

ATTEST:

Steve Sprague

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

LPA of City of Fargo

\*

Dr. Timothy J. Mahoney  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\* Mayor  
TITLE

\_\_\_\_\_  
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

SH

Derek Pfeifer

\_\_\_\_\_  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer  
SIGNATURE

09/08/25

\_\_\_\_\_  
DATE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 12-27



Project HEU-8-984(179)

**CERTIFICATION OF LOCAL MATCH**

It is hereby certified that the LPA of City of Fargo will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

\_\_\_\_\_  
\_\_\_\_\_

Executed at Fargo, North Dakota, the last date below signed.

**ATTEST:**

Steve Sprague  
AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**APPROVED:**

LPA of City of Fargo

Dr. Timothy J. Mahoney  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\* Mayor  
TITLE

\_\_\_\_\_  
DATE

\*Mayor, President or Chairperson of Commission

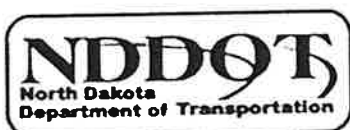
CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 12-27



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.





## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



## Risk Management Appendix

### **Routine\* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** State – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required of the Governmental Entity are **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 per occurrence**.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.**

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007  
Revised 6-25



DocuSign Envelope ID: 885500DB-E43B-4AC2-B242-FE797906571E

DESIGN DATA

Traffic		Average Daily	
Current 2024	Pass:	-	Trucks: -
Forecast 2050	Pass:	-	Trucks: -
Clear Zone Distance: 14'		Design Speed: 30 MPH	
Minimum Sight Dist. for Stopping: 200'		Bridges: N/A	
Sight Dist. for No Passing Zone: N/A		Pavement Design Life: N/A	
Design Accumulated One-Way Flexible ESALs: N/A			

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

HEU-8-984(179)

TR-26-A1

Fargo, Cass County

Intersection of University Dr N and 19th Ave N

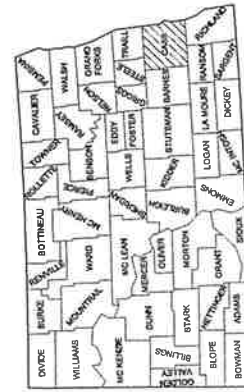
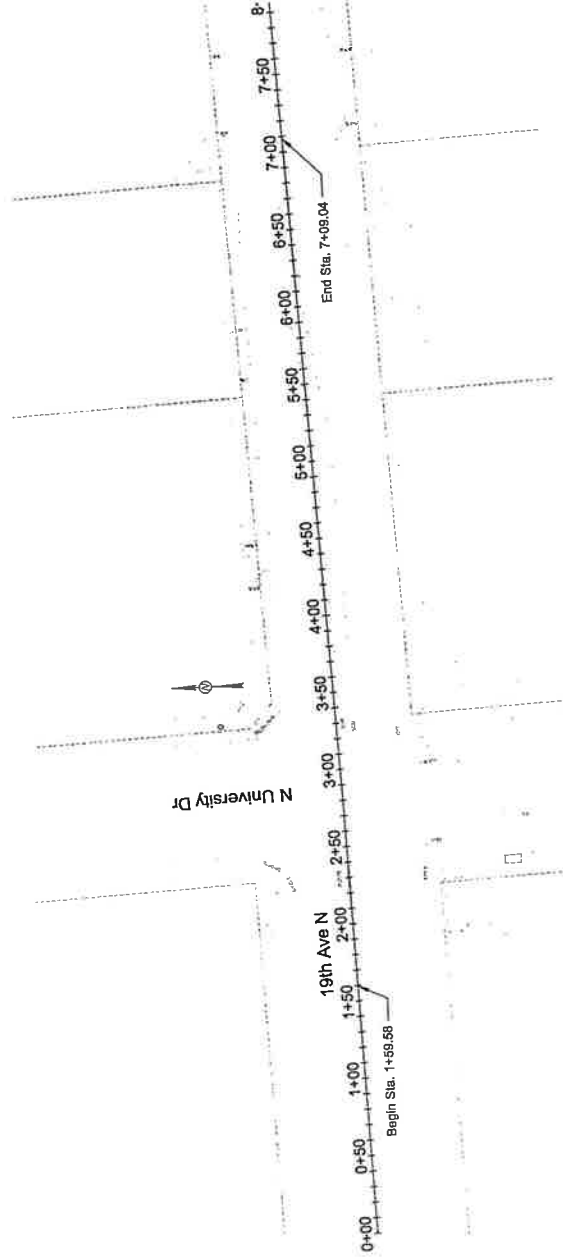
Turn Lane Realignment, ADA Ramp  
Updates, Traffic Signals, Lighting

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/01/2024
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION  
HEU-8-984(179)

NET MILES  
0.10

GROSS MILES  
0.10

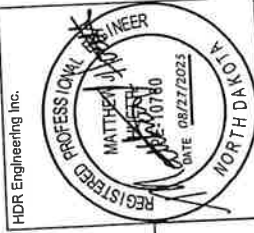


STATE COUNTY MAP

DESIGNER	Mathew Huettl, PE
DESIGNER	Moamer Maslesa, PE
DESIGNER	Payton Weitzel, EI

CITY ENGINEER  
*T. Knaumuhs*

Digitally signed by  
Tom Knaumuhs  
Date: 2025.08.28  
07:05:37 -05'00'



## Certificate Of Completion

Envelope Id: 898500DB-E43B-4AC2-B242-FE797905671E

Status: Sent

Subject: Contract #38251105: Please DocuSign: CPM Agreement for Fargo 19th Ave &amp; University Dr project

Contract Number: 38251105

PCN: 24053

Source Envelope:

Document Pages: 12

Certificate Pages: 4

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Signatures: 1

Initials: 2

Envelope Originator:

Sengaroun Marohl

608 E Boulevard Ave

Bismarck, ND 58505

smarohl@nd.gov

IP Address: 165.234.92.126

## Record Tracking

Status: Original

9/8/2025 2:19:23 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Sengaroun Marohl

smarohl@nd.gov

Pool: StateLocal

Pool: Carahsoft OBO North Dakota Department of

Transportation CLOUD

Location: DocuSign

Location: Docusign

## Signer Events

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication  
(None), Authentication

### Authentication Details

SMS Auth:

Transaction: 636811ae-06d1-4fdd-bf0c-e53e2fa5145b

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/8/2025 3:41:17 PM

Phone: +1 701-527-8879

## Signature



Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

## Timestamp

Sent: 9/8/2025 2:26:22 PM

Viewed: 9/8/2025 3:41:23 PM

Signed: 9/8/2025 3:42:01 PM

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Derek Pfeifer

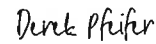
ddpfeifer@nd.gov

Local Gov Eng

Security Level: Email, Account Authentication  
(None), Authentication

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12



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### Authentication Details

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/8/2025 3:47:32 PM

Phone: +1 701-471-5516

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

**Signer Events****Signature****Timestamp**

Nicole Lagasse  
 nmlagasse@nd.gov  
 Assistant CFO  
 Security Level: Email, Account Authentication  
 (None), Authentication



Signature Adoption: Pre-selected Style  
 Using IP Address: 165.234.253.12

Sent: 9/8/2025 3:48:44 PM  
 Viewed: 9/8/2025 4:30:35 PM  
 Signed: 9/8/2025 4:31:21 PM

**Authentication Details**

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 Result: passed  
 Vendor ID: TeleSign  
 Type: SMSAuth  
 Performed: 9/8/2025 4:30:28 PM  
 Phone: +1 701-954-8712

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Tom Knakmuhs  
 TKnakmuhs@fargond.gov  
 City Engineer  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Nancy Morris  
 NMorris@serklandlaw.com  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Steve Sprague  
 SSprague@fargond.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Timothy J. Mahoney  
 TMahoney@fargond.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sengaroun Marohl  
 smarohl@nd.gov  
 Security Level: Email, Account Authentication  
 (None), Authentication

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Clint Morgenstern  
 cdmorgenstern@nd.gov  
 Security Level: Email, Account Authentication  
 (None), Authentication

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Sent: 9/9/2025 3:39:54 PM

Signer Events	Signature	Timestamp
Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Stacey Hanson smhanson@nd.gov Security Level: Email, Account Authentication (None), Authentication <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 165.234.253.12	Sent: 9/8/2025 2:19:50 PM Viewed: 9/8/2025 2:21:59 PM Completed: 9/8/2025 2:26:21 PM
Agent Delivery Events	Status	Timestamp
Jeremy Gorden JGorden@FargoND.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 165.234.101.168	Sent: 9/8/2025 4:31:23 PM Viewed: 9/9/2025 3:37:33 PM Completed: 9/9/2025 3:39:54 PM
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Aaron Murra amurra@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b>		

**Carbon Copy Events****Status****Timestamp**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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**Payment Events****Status****Timestamps**

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 Project as it will appear in the Contract:

Intersection Safety Project

Project No. TR-26-A

Call For Bids September 29, 2025

Advertise Dates October 8, 15 and 22, 2025

Bid Opening Date November 14 (NDDOT), 2025

Substantial Completion Date August 15, 2026

Final Completion Date September 14, 2026

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

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

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

N/A Notice to Property Owners (Special Assessments)

Project Engineer Shane Geraghty

Phone No. (701) 241-1545

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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



## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: TR-26-A1 Type: Cost Participation and Maintenance Agreement  
 NDDOT Project No.: HEU-8-984(179) PCN 24053

Location: 19<sup>th</sup> Avenue North & University Dr. Date of Hearing: 9/22/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/29/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreement (CPM) with NDDOT for the Intersection Safety Project.

Funding for the project will consists of Federal Highway Funds from NDDOT's Transportation Highway Safety Improvement Program (HSIP) and Infrastructure Sales Tax Funds. The estimated construction cost breakout is as follows:

Estimated Project Cost:	\$584,041.87
Federal Share:	\$525,637.68 (capped)
City Share:	\$58,404.19

Staff is recommending approval of the CPM Agreement and to add this project to the 2025 Capital Improvement Plan (CIP).

On a motion by Susan Thompson, seconded by Brenda Derrig, the Committee voted to recommend approval of the CPM Agreement with the NDDOT and to add this project to the 2025 CIP.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the CPM Agreement with the NDDOT and add this project to the 2025 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: HSIP and Infrastructure Sales Tax Funds

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	
<u>N/A</u>	
<u>N/A</u>	


COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer



## ENGINEER'S REPORT INTERSECTION SAFETY PROJECT

PROJECT NO. TR-26-A

INTERSECTION OF UNIVERSITY DR N AND 19<sup>TH</sup> AVE N

### Nature & Scope

This project consists of the existing east concrete median removal, turn lane realignment, concrete pavement, ADA improvements, signal revisions and street lighting.

### Purpose

The intersection of University Drive North and 19<sup>th</sup> Avenue North has a high accident rate for left hand turns. This is in part due to the reduced visibility due to the negative left turn offset at the intersection. This project will remove the negative offset and better align the turn lanes to improve visibility and therefore increase the intersection safety.

### Feasibility

The estimated cost of construction is \$531,447.70. The cost breakdown is as follows:

<u>Construction Cost (with 10% Contingency):</u>		<u>\$ 584,592.47</u>
Amount Federally Funded		\$ 526,133.22
Amount State Funded		\$ 29,229.62
Amount Locally Funded		\$ 29,229.62
Plus 4% Administration Fee:		\$ 1,169.18
Plus 3% Legal Fee:		\$ 876.89
Plus 4% Interest Fee:		\$ 1,169.18
<b>Total Local Funded</b>		<b>\$ 32,444.88</b>
<u>Miscellaneous Costs</u>		
Outside Engineering		\$ 86,180.90
<b>Total Estimated Cost:</b>		<b>\$ 673,988.63</b>
<u>Project Funding Summary</u>		
Federal HSIP Funds	78.06%	\$ 526,133.22
State Funds	4.34%	\$ 29,229.62
Sales Tax	17.60%	\$ 118,625.78
<b>Total Estimated Project Cost</b>		<b>\$ 673,988.63</b>

We believe this project to be cost effective.

Thomas Knakmuhs, P.E.

City Engineer



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(16)

Improvement District No. BN-25-C1

Type: Change Order #1

Location: Dakota Commerce Center North Addn

Date of Hearing: 9/22/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/29/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed a communication from Project Manager, Jason Satterlund, regarding Change Order #1 which modifies the earthwork payment method. The Contractor will forgo the post-stripping cross section method of calculating earthwork quantities and will instead utilize planned quantities as basis for payment. By doing so, the Contractor waives the right to dispute or request adjustments to the earthwork quantities for items including Topsoil – Strip, Topsoil – Spread, Topsoil – Haul, Fill-Contractor Supply and Excavation.

Staff is recommending approval of Change Order No. 1 as described above.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1, which modifies the earthwork payment method, to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \_\_\_\_\_ Special Assessments \_\_\_\_\_

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Jason Satterlund, Sr. Project Manager  
**Date:** September 17, 2025  
**Re:** Improvement District No. BN-25-C1 - Change Order #1

---

**Background:**

Improvement District No. BN-25-C1 is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Dakota Underground is the Prime Contractor on this project.

The earthwork calculation method outlined in the plans required conducting post-stripping cross sections and comparing that survey to the preliminary survey and to the proposed ground surface to calculate actual pay quantities for Topsoil - Strip, Topsoil - Spread, Topsoil - Haul, Fill - Contractor Supply, and Excavation.

This change order, as requested by the Contractor, will forgo the post-stripping cross section method of calculating earthwork quantities and will instead utilize planned quantities as basis for payment. By doing so, the Contractor waives the right to dispute or request adjustments to the earthwork quantities for the items listed below.

Topsoil - Strip  
Topsoil - Spread  
Topsoil - Haul  
Fill-Contractor Supply  
Excavation

This change order does not affect the contract value.

**Recommended Motion:**

Approve Change Order No. 1 to modify the earthwork payment method.

JTS/klb  
Attachments



CHANGE ORDER REPORT  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-25-C1  
DAKOTA COMMERCE CENTER NORTH - PHASE II

Change Order No	1	Change Order Date	9/16/2025
Contractor	Dakota Underground Co Inc		

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

EXPLANATION OF CHANGE      Change Order # 1  
Earthwork Payment Method Agreement.

The earthwork calculation method outlined in the plans required conducting post-stripping cross sections and comparing that survey to the preliminary survey and to the proposed ground surface to calculate actual pay quantities for Topsoil - Strip, Topsoil - Spread, Topsoil - Haul, Fill - Contractor Supply, and Excavation.

This change order, as requested by the Contractor, will forgo the post-stripping cross section method of calculating earthwork quantities and will instead utilize planned quantities as basis for payment. By doing so, the Contractor waives the right to dispute or request adjustments to the earthwork quantities for the items listed below.

- Topsoil - Strip
- Topsoil - Spread
- Topsoil - Haul
- Fill-Contractor Supply
- Excavation

This change order does not affect the contract value.

Section	Line	No	Item	Description	Unit	Orig Cont	Prev C/O	Prev Cont	Curr C/O	Tot Cont	Unit Price	C/O Ext Price
						Qty	Qty	Qty	Qty	Qty	(\$)	(\$)
											Sub Total	\$0.00

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments  
\$0.00  
\$0.00  
\$8,585,918.81  
\$8,585,918.81

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

APPROVED

For Contractor

Title



Dakota Underground Company

Project Manager

APPROVED DATE

Department Head

Mayor

Attest



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(17)

Improvement District No. BR-25-G1

Type: Time Extension (CO #1)

Location: 8<sup>th</sup> St N, between NP Ave & 1<sup>st</sup> Ave N

Date of Hearing: 9/22/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/29/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Rick Larson</u>

The Committee reviewed a communication from Project Manager, Rick Larson, regarding a time extension (Change Order #1) adjusting the Street Lighting Completion Date to 10/24/2025. This time extension is needed due to delays in delivery.

Staff is seeking approval of the time extension (Change Order #1) as described above.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension (Change Order #1) to PARAS Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #1) adjusting the Street Lighting Completion Date to 10/24/2025 to PARAS Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Prairie Dog Funds & Special Assessment

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
	N/A
	N/A
	N/A


COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Senior Project Manager  
**Date:** September 17, 2025  
**Re:** Improvement District No. BR-25-G1 – Time Extension (CO #1)

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### **Background:**

Improvement District No. BR-25-G1 is for the Rehab/Reconstruction of 8<sup>th</sup> Street North between NP Avenue and 1<sup>st</sup> Avenue North.

PARAS Contracting is the Prime Contractor for this project.

### **Change Order #1**

1. Due to a material delivery delay with the street light poles for this project, the Contractor is requesting an additional 5 weeks be added for the installation of the street lighting. The scheduled delivery date for these street light poles is October 17<sup>th</sup>, 2025 and the Contractor has requested 1 week past the delivery date for their installation.

### **Recommended Motion:**

Approve the time extension (Change Order #1) to the Street Lighting Completion Date as shown below:

Current Completion Dates	Revised This Memo
Substantial – September 19, 2025 Final –October 19, 2025	Substantial – September 19, 2025 Final – October 19, 2025 Street Lighting – October 24, 2025

RJL/klb  
Attachment



Change Order #1, Street Lighting Interim Final Estimate																	
Section	Line No	Item Description	Unit	Orig Cont		Prev C/O		Prev Cont		Curr C/O		Tot Cont		Unit Price		C/O Ext Price	
				Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	Qty	(\$)	(\$)			
															Sub Total		\$0.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, State of ND Prairie Dog Funds

\$0.00

\$0.00

\$1,012,083.13

\$1,012,083.13

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

CONTRACT DATES

Current Substantial Completion Date

9/30/2025

Additional Days Substantial Completion

0

New Substantial Completion Date

9/30/2025

New Interim Completion Date #1

10/24/2025

Interim Completion Dates

Current Final Completion Date

10/30/2025

Additional Days Final Completion

0

New Final Completion Date

10/30/2025

Current Interim Completion Date #1

APPROVED  
For Contractor  
Title

Weather Quesson  
Paras contracting inc  
President

APPROVED DATE  
Department Head  
Mayor  
Attest

T-Cell



P.O. BOX 9973  
Fargo, ND 58106-9973  
Phone (701) 232-6972  
Fax (701) 232-5924  
parascontracting@yahoo.com  
North Dakota DBE &  
Minnesota WBE/DBE Certified

September 12, 2025

Rick Larson  
City of Fargo Engineering Dept  
225 4th Street N  
Fargo, ND 58102

RE: BR-25-G1

Dear Mr. Larson,

We are requesting a 5 week time extension due to the delivery of electric poles for the above referenced project. Poles are set to be delivered October 17, 2025 and we ask for a week to install once received.

I will follow up with Jordan, Sun Electrical, regarding reinstalling the light in front of the Warehouse Apartments.

I appreciate your attention to this matter.

Sincerley,

Heather Iverson



26252 Hillman Highway  
Abingdon, VA 24210

phone: 276-628-7171  
toll free: 800-368-7171  
www.hapco.com

September 9, 2025

Re: City of Fargo BR-25-G1

To EMS Partners:

For Graybar PO # 4703961567, Hapco production has established an estimated ship date (ESD) of 10-17-25, from our plant in Abingdon, VA. Hapco has worked to improve this ESD, but current production demands will not allow an improvement to this 10-17-25 date. If production and shipping can improve the ESD, Hapco Customer Care will notify EMS Partners and Graybar.

Hapco values the City of Fargo, EMS Partners, and Graybar Electric and your continued support of our products.

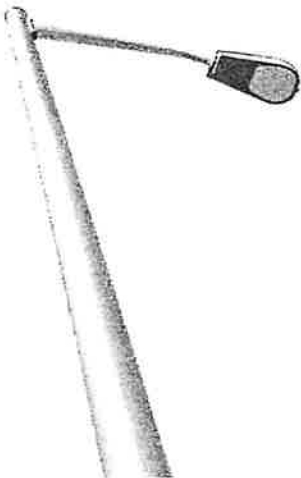
Sincerely,

A handwritten signature in black ink, appearing to read "Mark Ayers", with a long, sweeping horizontal line extending to the right.

**Mark Ayers** | Regional Sales Manager, Midwest

Phone: 276-698-6089

Email: [mark.ayers@hapco.com](mailto:mark.ayers@hapco.com)



*"Hapco Pole Products...  
The Right Choice!"*

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(18)

Improvement District No. PR-25-H1

Type: Change Order #1

Location: Citywide

Date of Hearing: 9/22/2025

Routing

City Commission

PWPEC File

Project File

Date

9/29/2025

X

Jason Hoogland

The Committee reviewed a communication from Project Manager, Jason Hoogland, regarding Change Order #1 in the amount of \$218,921.50 for additional work.

Staff is seeking approval of Change Order #1 in the amount of \$218,921.50, which increases the total contract amount to \$2,056,510.50.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 to FM Asphalt.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$218,921.50, bringing the total contract amount to \$2,056,510.50 to FM Asphalt.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm & Street Light Utility Funds, Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Hoogland, Senior Project Manager  
**Date:** September 22, 2025  
**Re:** Improvement Dist. No. PR-25-H1 – Change Order #1

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## Background:

Improvement District No. PR-25-H1 is an asphalt mill and overlay preventative maintenance project to enhance the street infrastructure within the City of Fargo. This work is taking place in four areas of the City.

FM Asphalt is the Prime Contractor.

When preparing estimates for bidding mill and overlay projects, we consider several factors to determine quantities for each section. These include the age of the existing infrastructure, the location and adjacent land uses, the current visual condition, and data from past projects. For the sections noted below, we estimated quantities we believed to be reasonable based on these factors; however, some sections ultimately required more work than anticipated.

Change Order #1 is to add or subtract quantity to some of the bid items on the project and a couple of additional pay items as follows:

### **Section 1 - (2<sup>nd</sup> Ave N)**

This section has had limited work on it since 1986 when an asphalt overlay was done on the avenue. The concrete under the asphalt is from 1912 or 1917 depending on the location. When we started on this section of the project we found more curb that was broken or holding water than anticipated and needed to be fixed. We also had to replace additional sidewalk to achieve the proper grade required to meet ADA ramp guidelines. In addition, a new ramp and sidewalk was installed at 12th Street North to provide a pedestrian crossing at 2nd Avenue North.

### **Section 2 - 2<sup>nd</sup> Ave S to 5<sup>th</sup> Ave S between University Dr and 16<sup>th</sup> St S**

This section was reconstructed in 2002–2003, which included replacement of the water main, sewers, and street section. Over time, areas began to hold water and the asphalt deteriorated, leading to the decision to complete a mill and overlay. Given that the section was just over 20 years old, we did not anticipate the extent of repairs needed. During construction, we discovered more settlement in the curb, gutter, and street than expected, requiring mud-jacking in some areas and full replacement in others to restore drainage. Additional asphalt was placed to correct street slopes, more sidewalk was replaced to achieve proper ADA ramp grades, and extra sod was needed to restore adjacent yards impacted by the added curb and sidewalk work.

In addition, the Contractor put up no parking signs along the streets where work was going to take place. Some residents didn't move their cars off the street. The Contractor hired a towing company to move them so the work on the streets could be done.

**Section 3 – 9<sup>th</sup> Ave Circle S to 13<sup>th</sup> Ave S between 42<sup>nd</sup> St S and 45<sup>th</sup> St S**

Some of this section had a mill & overlay done to the streets in 2010 while other streets in this section were last overlaid in 1986. This area has a lot of apartments and businesses which means there is a lot of heavier traffic on these streets. The asphalt in this area was starting to deteriorate, so it was decided to do a mill & overlay on the streets in this area. During construction, we found additional curb repairs were needed to restore proper drainage, and a bit more asphalt was required to achieve the correct street slope. While addressing these issues, we also replaced a few ADA ramps to meet proper grade requirements and added a new ramp and sidewalk at 10th Avenue South and 44th Street South to provide a pedestrian crossing at that intersection.

**Section 5 – 24<sup>th</sup> Ave S from 9<sup>th</sup> St S to University Dr.**

This avenue was last overlaid in 2010 and has a lot of traffic on it. The asphalt was starting to deteriorate so it was decided to do a mill & overlay on it to get more life out of it. When we got started on this section we noticed that more work was required around the inlets. The rings under the inlet castings were deteriorating and needed to be replaced. We also found a couple of the inlet castings were broken so we replaced them. This work caused us to replace more curb than anticipated.

Change Order #1 is for \$218,921.50. The original contract amount was \$1,837,589.00, bringing the new total to \$2,056,510.50. Funding for this project is sourced 50% from Special Assessments and 50% from City Sales Tax Funds.

**Recommended Motion:**

Staff recommends approval of Change Order #1 in the amount of \$218,921.50 for Improvement Dist. No. PR-25-H1.

JMH/klb  
Attachments



August 26, 2025



Jason Hoogland  
Fargo Engineering Department  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Improvement District PR-25-H1  
Asphalt Mill & Overlay & Incidentals

Dear Jason:

We are requesting reimbursement for towing costs that we incurred on August 19, 2025 while trying to pave in Section #2 of our Asphalt Mill & Overlay Project. We had distributed flyers to every home and placed no parking signs throughout the development but when we arrived to do our work there were several cars in the way that had to be moved. After knocking on doors and getting no response we had no choice but to call a wrecker and have the cars removed so we could continue. We are requesting reimbursement as follows:

All Pro Towing Invoice #1473	\$520.00
FM Asphalt 10 % Markup	<u>\$ 52.00</u>
Total	\$572.00

Please add this amount to your next pay estimate for this project.  
Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Pieterick", is written over the word "Sincerely,".

Mark Pieterick

PO Box 857  
Moorhead, MN 56561

# All Pro Towing

24 Hour Towing & Truck Repair

All Pro Driver <u>Ed / Ethan</u>				Date <u>1-17-25</u>	
<input checked="" type="checkbox"/> Penske	<input checked="" type="checkbox"/> ARI/HOLMAN	<input checked="" type="checkbox"/> Sysco	<input checked="" type="checkbox"/> Volvo Action	<input checked="" type="checkbox"/> Fleetnet	<input checked="" type="checkbox"/> Amazon
PO or Ref # _____			Mileage of Vehicle towed _____		
Company Name <u>Farm Equipment</u>			Phone # <u>X</u>		
Driver's Name <u>Ed / Ethan</u>			Phone # <u>2</u>		
Year _____	Make and Model _____	Unit # or Plate _____	VIN # _____		
Location of Vehicle _____			Location Towed to _____		
<input checked="" type="checkbox"/> Tow	<input checked="" type="checkbox"/> Fuel/Tire	<input checked="" type="checkbox"/> Impound	<input checked="" type="checkbox"/> Lock Out	<input checked="" type="checkbox"/> Jumpstart	<input checked="" type="checkbox"/> Winch
<input checked="" type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour					\$
<input checked="" type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate					\$
<input checked="" type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off					\$
For in shop labor only _____ Hours @ \$185.00/hour					\$
Work Completed		Parts and Fluids			
Method of Payment				Light Duty Tow	\$
<input checked="" type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account				Impound Fee	\$
Express Code _____				Storage	\$
				Total Due	\$

\*Your signature below indicates that All Pro Towing and its employees/contractors are released from any liability resulting from our attempt to Tow or Recover your vehicle, Unlock your vehicle or Start your vehicle (via jump start).

\*All invoices must be paid at the time of service, failure to pay will result in your vehicle being impounded, extra fees may apply. You also agree not to stop payment on any credit card, debit card or check that we accept from you.

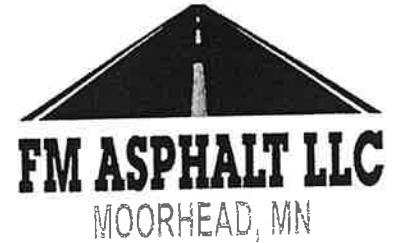
\*Warranty on parts is by manufacturer, all warranty work must be brought back to our shop or it will not be covered.

\*Upon signing you agree to our terms.

\*Credit Card accepted only if Card is present! NO Credit Card by Phone!

Customer Signature Ed / Ethan Date 1-17-25

August 21, 2025



Jason Hoogland  
Fargo Engineering Department  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Improvement District PR-25-H1  
Asphalt Mill & Overlay & Incidentals

Dear Jason:

We are requesting reimbursement for towing costs that we incurred on August 14, 2025 while trying to mill in Section #2 of our Asphalt Mill & Overlay Project. We had distributed flyers to every home and placed no parking signs throughout the development but when we arrived to do our work there were several cars in the way that had to be moved. After knocking on doors and getting no response we had no choice but to call a wrecker and have the cars removed so we could continue. We are requesting reimbursement as follows:

All Pro Towing Invoice #1455	\$208.00
All Pro Towing Invoice #1459	<u>\$312.00</u>
	\$520.00
FM Asphalt 10 % Markup	<u>\$ 52.00</u>
Total	\$572.00

Please add this amount to your next pay estimate for this project.  
Thank you.

Sincerely,



Mark Pieterick

PO Box 857  
Moorhead, MN 56561

# All Pro Towing

24 Hour Towing & Truck Repair

455

Sec #2  
82-25-H1

All Pro Driver <u>FM</u>		Date <u>8-14-2011</u>				
<input type="checkbox"/> Penske	<input type="checkbox"/> ARI/HOLMAN	<input type="checkbox"/> Sysco	<input type="checkbox"/> Volvo Action	<input type="checkbox"/> Fleetnet	<input type="checkbox"/> Amazon	
PO or Ref # _____			Mileage of Vehicle towed _____			
Company Name <u>FM ASHLEY LLC</u>			Phone # _____			
Driver's Name <u>x Bruce Shebrook</u>			Phone # <u>x 701-209-3146</u>			
Year _____	Make and Model <u>SUBARU / GRV</u>	Unit # or Plate _____	VIN # _____			
Location of Vehicle <u>14th St S &amp; 4th Ave S Fargo</u>			Location Towed to <u>14th St S &amp; 4th Ave S Fargo</u>			
<input type="checkbox"/> Tow	<input type="checkbox"/> Fuel/Tire	<input type="checkbox"/> Impound	<input type="checkbox"/> Lock Out	<input type="checkbox"/> Jumpstart	<input type="checkbox"/> Winch	<input type="checkbox"/> Road Service
<input checked="" type="checkbox"/> Call Out Fee: \$175.00 _____ Miles @ \$3.50 per mile _____ Hours @ \$185.00/hour _____					\$ _____	
<input type="checkbox"/> Heavy Tow _____ Hours @ \$ _____ /hour or \$ _____ Flat Rate					\$ _____	
<input type="checkbox"/> Drift Shaft \$85.00 _____ on \$85.00 _____ Off					\$ _____	
For in shop labor only _____ Hours @ \$185.00/hour					<u>100</u>	
Work Completed <u>NOISE CAUSE</u> <u>Fuel Conversion</u>		Parts and Fluids <u>Subaru 5000cc</u> <u>Oil</u> <u>GRV SCS</u> <u>ATF (6qt)</u> <u>Wash Oil</u>				<u>100</u>
Method of Payment <input checked="" type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account Express Code _____			Light Duty Tow		\$ <u>175.00</u>	
			Impound Fee		\$ _____	
			Storage		\$ _____	
			Total Due		\$ <u>175.00</u>	

\*Your signature below indicates that All Pro Towing and its employees/contractors are released from any liability resulting from our attempt to Tow or Recover your vehicle, Unlock your vehicle or Start your vehicle (via jump start).

\*All invoices must be paid at the time of service, failure to pay will result in your vehicle being impounded, extra fees may apply. You also agree not to stop payment on any credit card, debit card or check that we accept from you.

\*Warranty on parts is by manufacturer, all warranty work must be brought back to our shop or it will not be covered.

\*Upon signing you agree to our terms.

\*Credit Card accepted only if Card is present! NO Credit Card by Phone!

Customer Signature x [Signature]

Date 8-14-2011

# All Pro Towing

24 Hour Towing & Truck Repair

1459

Sec #2  
PR-25-H1

All Pro Driver		Date							
<input type="checkbox"/> Penske	<input type="checkbox"/> ARI/HOLMAN	<input type="checkbox"/> Sysco	<input type="checkbox"/> Volvo Action	<input type="checkbox"/> Fleetnet	<input type="checkbox"/> Amazon				
PO or Ref #		Mileage of Vehicle towed							
Company Name			Phone #						
Driver's Name			Phone #						
Year	Make and Model	Unit # or Plate	VIN #						
Location of Vehicle			Location Towed to						
<input type="checkbox"/> Tow	<input type="checkbox"/> Fuel/Tire	<input type="checkbox"/> Impound	<input type="checkbox"/> Lock Out	<input type="checkbox"/> Jumpstart	<input type="checkbox"/> Winch	<input type="checkbox"/> Road Service			
<input type="checkbox"/> Call Out Fee: \$175.00					Miles @ \$3.50 per mile		Hours @ \$185.00/hour	\$	
<input type="checkbox"/> Heavy Tow					Hours @ \$		/hour or \$	Flat Rate	\$
<input type="checkbox"/> Drift Shaft \$85.00					on \$85.00		Off		
For in shop labor only								Hours @ \$185.00/hour	
Work Completed			Parts and Fluids						
Method of Payment			Light Duty Tow						\$
<input checked="" type="checkbox"/> CC <input type="checkbox"/> Cash <input type="checkbox"/> Com Check <input type="checkbox"/> EFS <input type="checkbox"/> TCheck <input type="checkbox"/> Bill Account			Impound Fee						\$
Express Code			Storage						\$
			Total Due						\$

\*Your signature below indicates that All Pro Towing and its employees/contractors are released from any liability resulting from our attempt to Tow or Recover your vehicle, Unlock your vehicle or Start your vehicle (via jump start).

\*All invoices must be paid at the time of service, failure to pay will result in your vehicle being impounded, extra fees may apply. You also agree not to stop payment on any credit card, debit card or check that we accept from you.

\*Warranty on parts is by manufacturer, all warranty work must be brought back to our shop or it will not be covered.

\*Upon signing you agree to our terms.

\*Credit Card accepted only if Card is present! NO Credit Card by Phone!

Customer Signature

Date



CHANGE ORDER REPORT  
ASPHALT MILL & OVERLAY  
IMPROVEMENT DISTRICT NO. PR-25-H1  
VARIOUS LOCATIONS IN THE CITY OF FARGO

Change Order No 1 Change Order Date 9/8/2025  
Contractor FM Asphalt LLC

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

EXPLANATION OF CHANGE Change Order # 1

- Section 1 - Fixed more curb & gutter and sidewalk than anticipated. (updated quantities)
- Section 2 - Fixed more curb & gutter and sidewalk than anticipated. (updated quantities)
- Section 2 - Used more asphalt than anticipated to correct the slope of the streets. (updated quantities)
- Section 2 - Tow Vehicles
- Section 3 - Fixed more curb & gutter and sidewalk than anticipated. (updated quantities)
- Section 3 - Used more asphalt than anticipated to correct slope of the streets. (updated quantities)
- Section 5 - Fixed more curb & gutter than anticipated. (updated quantities)
- Section 5 - Removed & replaced Inlet casting

Section	Line No	Item Description	Unit	Orig		Prev		Curr		Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
				Cont Qty	C/O Qty	Cont Qty	C/O Qty	Cont Qty	C/O Qty			
SECTION 1	2	Rem & Repl Curb & Gutter	LF	300		300	187	487			\$72.00	\$13,464.00
	3	F&I Sidewalk 6" Thick Reinf Conc	SY	40		40	18	58			\$119.00	\$2,142.00
	4	Remove Sidewalk All Thicknesses All Types	SY	40		40	18	58			\$19.00	\$342.00
	6	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50		50	-50	0			\$126.00	-\$6,300.00

Section	Line No	Item Description	Unit	Orig		Prev		Curr		Tot		Unit Price (\$)	C/O Ext Price (\$)
				Cont	Qty	C/O	Qty	C/O	Qty	Cont	Qty		
SECTION 2	7	F&I Det Warn Panels Cast Iron	SF	40			40	40		80		\$58.00	\$2,320.00
	23	Adjust Curb & Gutter - Mud/Sand Jack	LF	2000			2000	1100		3100		\$16.50	\$18,150.00
	24	Rem & Repl Curb & Gutter	LF	1000			1000	594		1594		\$72.00	\$42,768.00
	25	F&I Sidewalk 6" Thick Reinf Conc	SY	332			332	120		452		\$124.00	\$14,880.00
	26	Remove Sidewalk All Thicknesses All Types	SY	332			332	120		452		\$20.00	\$2,400.00
	30	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4500			4500	837		5337		\$74.50	\$62,356.50
SECTION 3	36	Sodding	SY	400			400	400		800		\$55.00	\$22,000.00
	41	Adjust Curb & Gutter - Mud/Sand Jack	LF	1000			1000	882		1882		\$16.50	\$14,553.00
	42	Rem & Repl Curb & Gutter	LF	1000			1000	411		1411		\$72.00	\$29,592.00
	43	F&I Sidewalk 6" Thick Reinf Conc	SY	10			10	36		46		\$158.00	\$5,688.00
	44	Remove Sidewalk All Thicknesses All Types	SY	10			10	27		37		\$23.00	\$621.00
	47	F&I Det Warn Panels Cast Iron	SF	8			8	40		48		\$58.00	\$2,320.00
	48	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	5800			5800	256		6056		\$74.50	\$19,072.00
	52	Rem & Repl Pavement 10" Thick Asph	SY	100			100	-100		0		\$125.00	-\$12,500.00
SECTION 1 Sub Total													\$11,968.00
SECTION 2 Sub Total													\$162,554.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
SECTION 3 PAVEMENT MARKINGS & LOOPS	61	F&I Detection Sawed-In Loop	EA	14		14	-7	7	\$4,000.00	-\$28,000.00
								<b>SECTION 3 Sub Total</b>		<b>\$59,346.00</b>
SECTION 5	78	Repair Inlet	EA	1		1	2	3	\$500.00	\$1,000.00
	80	Rem & Repl Curb & Gutter	LF	100		100	97	197	\$87.00	\$8,439.00
Change Order 1	93	Tow Vehicle	EA	0		0	10	10	\$114.40	\$1,144.00
	94	Rem & Repl Casting - Inlet	EA	0		0	2	2	\$1,235.00	\$2,470.00
								<b>Change Order 1 Sub Total</b>		<b>\$3,614.00</b>
								<b>SECTION 5 Sub Total</b>		<b>\$9,439.00</b>
								<b>SECTION 3 PAVEMENT MARKINGS &amp; LOOPS Sub Total</b>		<b>-\$28,000.00</b>



Summary

Source Of Funding

Net Amount Change Order # 1 (\$)  
Previous Change Orders (\$)  
Original Contract Amount (\$)  
Total Contract Amount (\$)

City Funds & Special Assessments  
\$218,921.50  
\$0.00  
\$1,837,589.00  
\$2,056,510.50

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

APPROVED  
For Contractor  
Title

  
Mayor

APPROVED DATE  
Department Head  
Mayor  
Attest



19

September 22, 2025

Board of City Commissioners  
City of Fargo  
200 North Third Street  
Fargo, ND 58102

Re: Access Easement – Southeast Cass Water Resource District  
Improvement District #BN-25-E1

Dear Commissioners:

Accompanying for City Commission review and approval is an original Access Easement from the Southeast Cass Water Resource District in association with Improvement District #BN-25-E1.

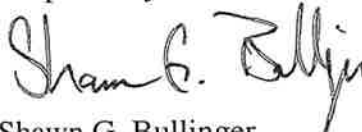
Drain 53 & 67<sup>th</sup> Avenue South

RECOMMENDED MOTION:

Approve an Access Easement from the Southeast Cass Water Resource District.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Will Bayuk

**ACCESS EASEMENT**  
(Street, Water, and Sewer)

THIS EASEMENT is made this 9th day of September, 2025, by the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the "District"); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (the "City").

**RECITALS**

A. The District owns, operates, and maintains Cass County Drain No. 53 ("Drain 53"), a legal assessment drain; portions of Drain 53 are located within the City's municipal boundaries.

B. The City owns, operates, and maintains 67th Avenue South, a City street that intersects Drain 53 on the District's right of way.

C. The City plans to improve 67th Avenue South, including installation of a box culvert on, over, through, and across the Drain, and installation of sidewalks; 67th Avenue South, the box culvert improvements, and the sidewalk improvements are, collectively, (the "City Street").

D. The City owns, operates, and maintains storm sewer infrastructure and potable water supply lines and associated infrastructure (collectively, the "Water Infrastructure") upon, over, across, and through the City Street.

E. The District has agreed to convey an easement to the City for purposes of the construction, operation, and maintenance of the City Street and the Water Infrastructure, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 53  
Sewer, Water, and Street*

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**AGREEMENT**

1. **The Easement Property.** The District grants and conveys to the City a non-exclusive, permanent easement, including the easement rights described in this Easement, upon, over, across, and through the following real property in Cass County, North Dakota:

See legal description and survey attached as **Exhibit A.**

The property described above is the "Easement Property." The District does not warrant fee simple ownership of the Easement Property and only conveys those rights to the City permitted under North Dakota law that are consistent with the District's rights in the Easement Property.

2. **Easement Rights.** The City's rights under this Easement, and the rights of the City's officers, agents, representatives, employees, and contractors, include access upon, over, in, under, across, and through the Easement Property for the following purposes: installing, constructing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing the City Street and the Water Infrastructure; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, or other materials; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property; and the right to perform any other work necessary and incident to the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Street and the Water Infrastructure, together with all necessary and reasonable rights of ingress and egress to and from the Easement Property. The City is solely responsible for the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Street and the Water Infrastructure at the City's sole cost. The City's use of the Easement Property will not interfere with Drain 53. The City's access rights regarding the City Street extends to the City's invitees and licensees, including the public's use of the City Street.

3. **Drainage Priority and Use.** The parties understand and agree that Drain 53 is a public facility that provides drainage benefits and other important public benefits to Cass County and its residents, including the City and residents of the City, and further agree the District's use of Drain 53, including the Easement Property, as a drainage facility takes priority over any other use of the Easement Property, including the City's use of the Easement Property, the City Street, and the Water Infrastructure.

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 53  
Sewer, Water, and Street*

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4. **No Unreasonable Interference.** The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's priority use of Drain 53 for drainage, flood protection, or other emergency purposes may require and include temporary disruptions or interference with the City's use of or interest in the Easement Property. The District will use reasonable care to avoid any damages to the City Street and the Water Infrastructure; however, the District will not be liable or responsible for any damages to the City Street or to the Water Infrastructure resulting from any reasonable construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of Drain 53 by the District, its officers, agents, representatives, employees, consultants, or contractors. In the event any reconstruction, modification, or improvement of Drain 53 requires any modifications to the City Street, the Water Infrastructure, or both, the City will construct the modifications at the City's expense and, if necessary, the parties will amend this Easement for purposes of redefining the "Easement Property."

5. **Improvements and Repairs to the Easement Property.** Any improvements or repairs to the City Street, the Water Infrastructure, or both are subject to the following:

a. Prior to the City's construction, reconstruction, or other improvements of the City Street, the Water Infrastructure, or both, the City must provide plans and specifications to the District, and the District must first give prior written consent to the design of any construction or improvements; the District will not unreasonably withhold consent.

b. The City will install, construct, inspect, maintain, reconstruct, alter, repair, replace, operate, improve, modify, and remove the City Street, the Water Infrastructure, or both at the City's sole cost.

c. With the exception of emergency situations, the City will obtain the District's written consent prior to commencing any structural repairs, modifications, or improvements to the City Street, the Water Infrastructure, or both on or adjacent to the Easement Property that require excavation; the District will not unreasonably withhold consent.

d. The City will design and construct any and all improvements and required maintenance on the City Street, the Water Infrastructure, or both in a manner that ensures adequate drainage of the Easement Property, with a finished grade that drains the Easement Property, and that does not result in ponding in or on Drain 53.

e. With the exception of the City Street and the Water Infrastructure, the City will not construct any improvements in, upon, under, over, or across any portion of the Easement Property; the City will not place any fixtures, equipment, or other personal property on any portion of the Easement Property; the City will not construct or install, or

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 53  
Sewer, Water, and Street*

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allow construction or installation of, any other utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the Easement Property; the City will not encumber any portion of the Easement Property; and the City will not otherwise alter any portion of the Easement Property without prior consent from the District; the District will not unreasonably withhold consent.

f. The City will repair the Easement Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, or removal of the City Street, the Water Infrastructure, or both, or otherwise damaged as a result of any use, access, ingress, or egress granted under this Easement; the City will otherwise repair and return the Easement Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost.

g. The City will promptly cease any activity and remove any structure or obstruction that interferes with Drain 53 or the District's use of the Easement Property, at the City's sole cost.

6. **Term.** The rights granted under this Easement are permanent and the District may only terminate this Easement if necessary to protect the integrity of Drain 53; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over Drain 53; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements from Drain 53, at the City's sole cost.

7. **Liability.** The City will be solely responsible for all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the City Street and the Water Infrastructure by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the City Infrastructure Property by the City or the City's officers, consultants, contractors, agents, representatives, employees, licensees, and other invitees; or any act, error, or omission of the City or the City's officers, consultants, contractors, agents, representatives, employees, licensees, and other invitees, including any failure to perform under this Easement.

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 53  
Sewer, Water, and Street*

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8. **Compliance with Laws.** The City, at the City's sole cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and approvals from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the City Street, the Water Infrastructure, or both, or any of the other access, uses, ingress, or egress rights upon, over, across, and through any of the Easement Property under this Easement.

9. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Governing Law.** This Easement will be construed and enforced in accordance with North Dakota law.

11. **Interpretation.** This Easement will be construed as if prepared by both parties.

12. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.

13. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

14. **Assignment.** Neither party may transfer or assign this Easement, nor any rights or obligations under this Easement, without the express written consent of the other party.

15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

16. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by the District and the City and must be recorded in the Cass County Recorder's Office.

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 53  
Sewer, Water, and Street*

**Page 6**

17. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

*[Signatures appear on the following pages.]*



***Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 53  
Sewer, Water, and Street***

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SOUTHEAST CASS WATER  
RESOURCE DISTRICT

By:

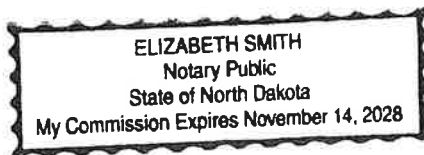
*Keith A. Weston*  
Keith Weston, Chairman

ATTEST:

*Melissa Hinkemeyer*  
Melissa Hinkemeyer, Secretary

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

On this 9 day of September, 2025, before me, a Notary Public in and for said County and State, personally appeared Keith Weston and Melissa Hinkemeyer, to me known to be the Chair and Secretary, respectively, of the Southeast Cass Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Southeast Cass Water Resource District.



*Elizabeth Smith*  
Notary Public, Cass County, ND

(SEAL)

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 53  
Sewer, Water, and Street*

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CITY OF FARGO

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

ATTEST:

\_\_\_\_\_  
Steven 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, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

\_\_\_\_\_  
Notary Public, Cass County, ND

(SEAL)

The legal descriptions contained in this document were drafted by:

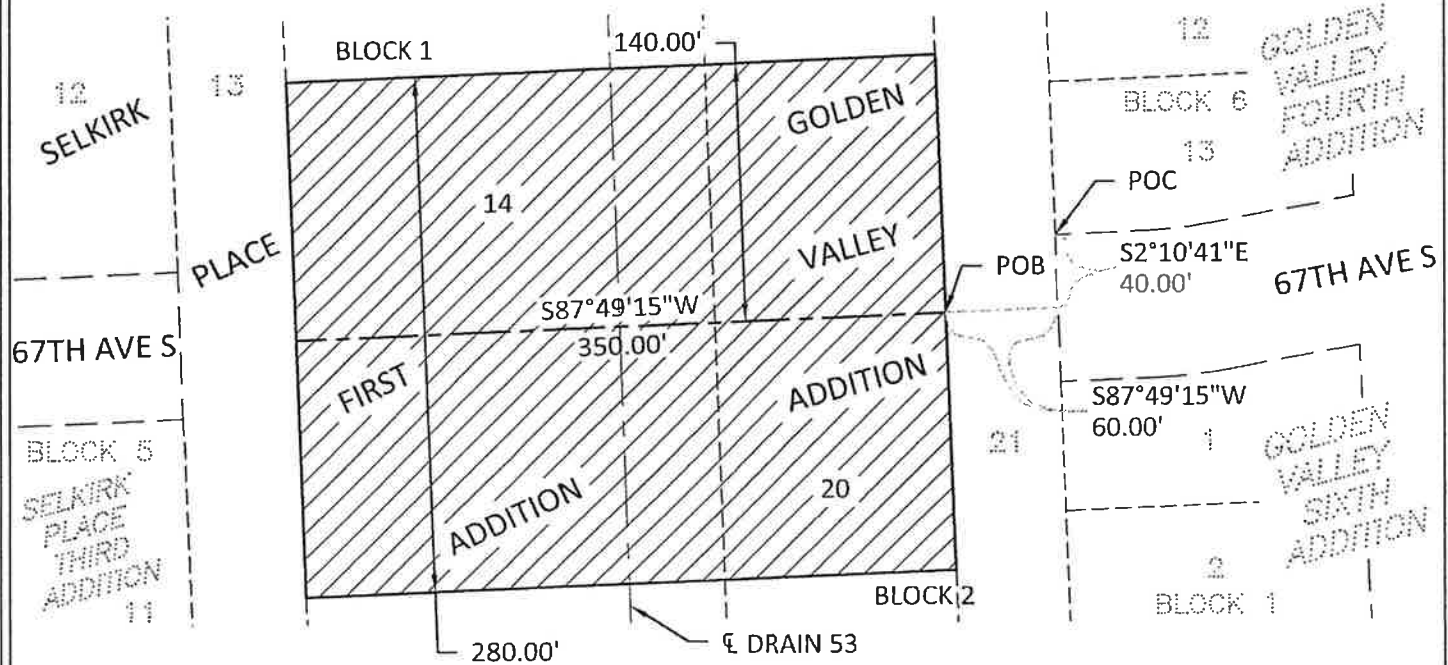
Brent W. Wach, LS-5068

*Southeast Cass Water Resource District  
City of Fargo  
Easement - Drain 53  
Sewer, Water, and Street*

**EXHIBIT A**

LEGAL DESCRIPTION AND SURVEY OF THE EASEMENT PROPERTY

# EXHIBIT A



## Description:

A 280.00 foot wide strip of land in Lot 14, Block 1 of SELKIRK PLACE FIRST ADDITION and Lot 20, Block 2 of GOLDEN VALLEY ADDITION to the City of Fargo, Cass County, North Dakota, centered on the following described line:

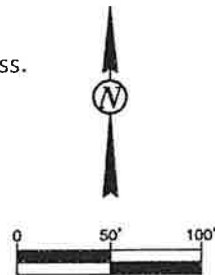
Commencing at the southwest corner of Lot 13, Block 6, GOLDEN VALLEY FOURTH ADDITION to the City of Fargo; thence South 02°10'41" East, on the west right-of-way line of 67th Avenue South, a distance of 40.00 feet; thence South 87°49'15" West, a distance of 60.00 feet, to a point on the east line of said Lot 20, the point of beginning; thence continuing South 87°49'15" West, a distance of 350.00 feet, to a point on the west line of said Lot 14 and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on west line of said Lot 14 on the west and on the east line of said Lot 20 on the east.

Said strip contains 98,000 square feet, more or less.

## LEGEND

- NEW EASEMENT AREA
- NEW EASEMENT CENTERLINE
- RIGHT-OF-WAY
- LOT LINE



BEARINGS BASED ON

CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992



ENGINEERING DEPT.

## STREET AND UTILITY EASEMENT

A TRACT OF LAND IN SECTION 11, T. 138 N., R. 49 W. FIFTH P.M.  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW

APPROVED BY: BWW

DATE: JUNE 18, 2025

SHEET 1 OF 1

COVER SHEET  
CITY OF FARGO PROJECTS

20

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:

New Paving and Utility Construction

Improvement

District No.

BN-25-F

Call For Bids	<u>September 29</u>	, <u>2025</u>
Advertise Dates	<u>October 8 &amp; 15</u>	, <u>2025</u>
Bid Opening Date	<u>November 5</u>	, <u>2025</u>
Substantial Completion Date	<u>September 15</u>	, <u>2026</u>
Final Completion Date	<u>October 15</u>	, <u>2026</u>

<u>X</u>	PWPEC Report (Attach Copy)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included
Project Engineer	<u>Matthew Jennings</u>
Phone No.	<u>(701) 241-1545</u>

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:

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

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-25-F1

Type: Infrastructure Request

Location: 46<sup>th</sup> Avenue Industrial Park Second Addition

Date of Hearing: 5/5/2025

Routing

City Commission

PWPEC File

Project File

Date9/29/25XJason Leonard

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding an infrastructure request for 46<sup>th</sup> Avenue Industrial Park Second Addition.

We have reviewed the requirements for infrastructure requests and the Developer has met three of the seven requirements. The four remaining items are as follows:

- Annexation Plat Recordation
- Plat Recordation
- Execution of the Special Assessment Security Agreement
- Letter of Credit

Staff is recommending approval of the Infrastructure Request contingent upon annexation, plat recordation, execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

On a motion by Nicole Crutchfield, seconded by Brenda Derrig, the Committee voted to recommend approval of the Infrastructure Request contingent upon annexation, plat recordation, execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Infrastructure Request contingent upon annexation, plat recordation, execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Special Assessments

Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A


N/A

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 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

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

  
 Tom Knakmuhs, P.E.  
 City Engineer

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BN-25-F**

**NEW PAVING AND UTILITY CONSTRUCTION**

**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. BN-25-F (New Paving and Utility Construction) 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 BN-25-F 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. BN-25-F 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. BN-25-F 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. BN-25-F 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. BN-25-F 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, September 29<sup>th</sup>, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 25<sup>th</sup> day of September, 2025.

---

Steven Sprague  
City Auditor

(SEAL)



**ENGINEER'S REPORT  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-25-F**

**ON 48TH AVENUE NORTH BETWEEN CASS COUNTY  
DRAIN 10 AND 37TH STREET NORTH, AND ON 33RD  
STREET NORTH FROM APPROXIMATELY 300 FEET  
SOUTH TO 150 FEET NORTH OF 48TH AVENUE NORTH.**

**Nature & Scope**

Infrastructure request to facilitate construction of new underground utilities, concrete pavement and incidentals as requested by the Developer.

**Purpose**

This project is to provide City infrastructure for the development of new commercial properties within and surrounding 46th Avenue Industrial Park 2nd Addition.

**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 \$4,821,422.35. The cost breakdown is as follows:



**Combined - General and Electrical Base Bid**

<b>Construction Cost</b>		\$4,821,422.35
<b>Fees</b>		

Admin	4%	\$192,856.89
Contingency	5%	\$241,071.12
Engineering	10%	\$482,142.24
Interest	4%	\$192,856.89
Legal	3%	\$144,642.67

<b>Total Estimated Cost</b>		<b>\$6,074,992.16</b>
-----------------------------	--	-----------------------

**Funding**

Special Assessments	100.00%	\$6,074,992.16
---------------------	---------	----------------

**Miscellaneous Costs**

Outside Engineering		\$91,800.00
---------------------	--	-------------

<b>Total Miscellaneous Costs</b>		<b>\$91,800.00</b>
----------------------------------	--	--------------------

**Funding**

Special Assessments	100.00%	\$91,800.00
---------------------	---------	-------------

**Project Funding Summary**

Special Assessments	100.00%	\$6,166,792.16
---------------------	---------	----------------

<b>Total Estimated Project Cost</b>		<b>\$6,166,792.16</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  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-25-F  
ON 48TH AVENUE NORTH, BETWEEN 33RD STREET  
NORTH AND 37TH STREET NORTH, AND ON 33RD  
STREET NORTH, FROM 300 FEET SOUTH OF 48TH  
AVENUE NORTH TO 48TH AVENUE NORTH.**

**LOCATION:**

On 48th Avenue North between Cass County Drain 10 and 37th Street North, and on 33rd Street North from approximately 300 feet south to 150 feet north of 48th Avenue North.

**COMPRISING:**

The area bounded by Cass County Highway 81 and 45th Street North on the west; the southwest quarter of Section 10, Township 149 North, Range 49 West on the north and east; 52nd Avenue North between 41st Street North and Cass County Drain 10 on the north; Cass County Drain 10 on the east; and 40th Avenue North on the south.

Please refer to the Special Assessment Boundary Map for all properties included within the Special Assessment District.

**RESOLUTION DECLARING  
NEW PAVING AND UTILITY CONSTRUCTION  
NECESSARY  
IMPROVEMENT DISTRICT NO. BN-25-F**

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

That it be and is hereby declared necessary to construct New Paving and Utility Construction, Improvement District No. BN-25-F in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said New Paving and Utility Construction improvement is to be paid from State and Local Funds, and approximately 100.00% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed New Paving and Utility Construction must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

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

# CERTIFICATE

**STATE OF NORTH DAKOTA       )**  
**)**  
**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 a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, September 29<sup>th</sup>, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 29<sup>th</sup> day of September, 2025.

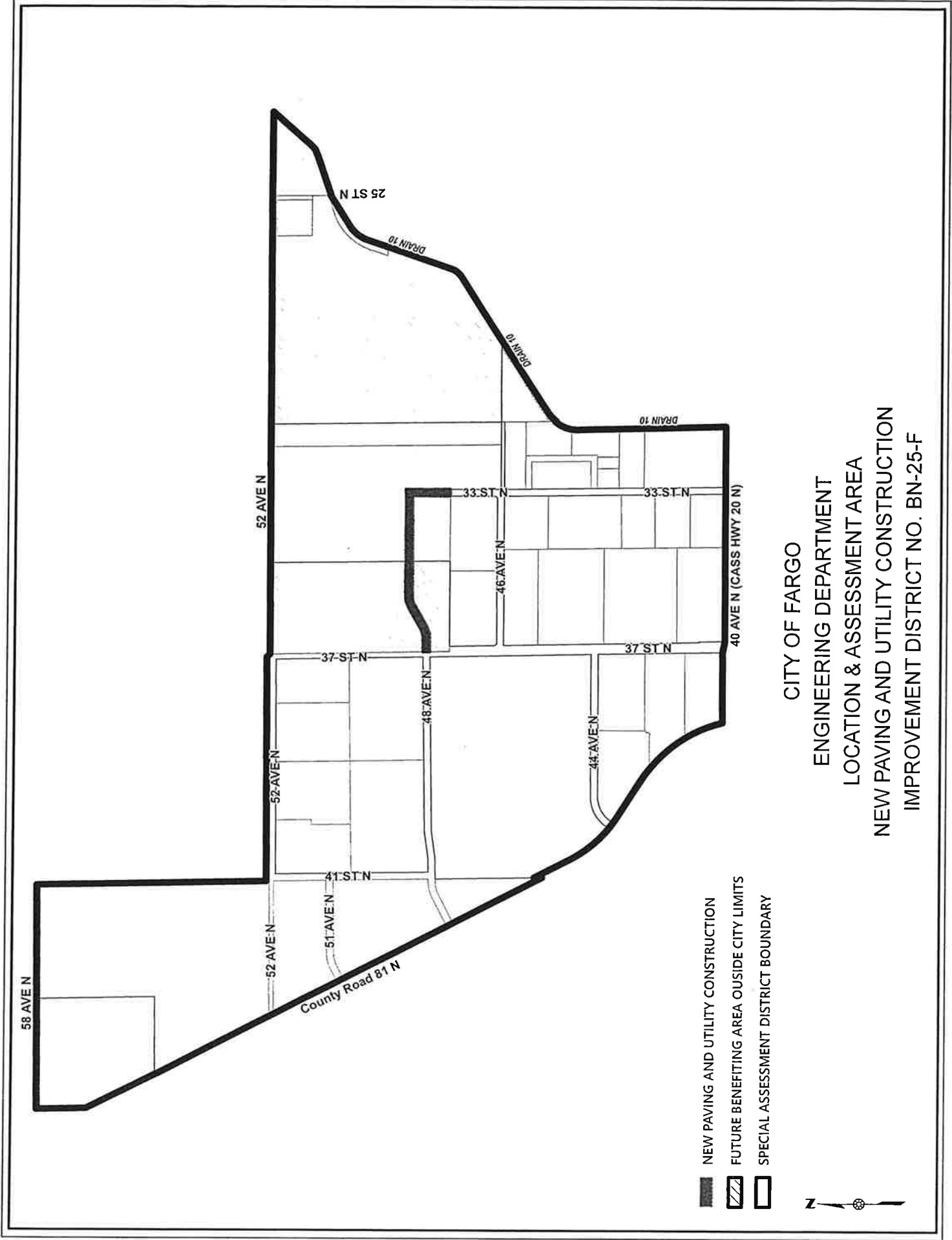
40-22-15

40-22-17

Steven Sprague  
City Auditor

(SEAL)

( October 8 and 15, 2025 )





(21)

**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:** September 25, 2025

---

**Receive & File:** General Fund – YTD August 2025 Budget to Actual

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

**Award & Budget Adjustments**

Health	Behavioral Health (810-1456A)
	Behavioral Health (810-13737B)
Fargodome	Fire line Gate Valve Replacement

**Other Financial Considerations**

RRVUAS	Approve Vehicle
Public Works	Vegetation Management via Riverfront TIF

City of Fargo, North Dakota  
**General Fund - Budget to Actual**  
 Unaudited Monthly Financial Statements - August 31, 2025  
 Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
<b>REVENUES:</b>				
<b>1</b>	Taxes	\$ 46,471	\$ 45,957	\$ (514)
<b>2</b>	Licenses & Permits	4,836	3,750	(1,086)
<b>3</b>	Intergovernmental Revenue	16,180	15,502	(678)
<b>4</b>	Charges for Services	10,842	10,497	(346)
<b>5</b>	Fines & Traffic Tickets	1,096	1,186	90
<b>6</b>	Interest	5,000	6,138	1,138
<b>7</b>	Miscellaneous Revenue	448	681	233
<b>8</b>	Transfers In	12,490	12,587	98
	<b>Total Revenues</b>	<b>\$ 97,363</b>	<b>\$ 96,298</b>	<b>\$ (1,065)</b>
<b>EXPENDITURES:</b>				
<b>9</b>	General Government	\$ 20,046	\$ 19,220	\$ 825
<b>10</b>	Public Safety	37,682	35,927	1,755
<b>11</b>	Public Works	10,275	9,937	338
<b>12</b>	Health & Welfare	10,267	9,694	573
<b>13</b>	Culture & Recreation	3,792	3,593	199
<b>14</b>	Economic Development	104	491	(388)
<b>15</b>	General Support	1,105	1,109	(4)
<b>16</b>	Capital Outlay	89	112	(23)
<b>17</b>	Operating Transfers	7,648	7,301	347
<b>18</b>	Contingency (Salary Savings)	(1,250)	14	(1,264)
	<b>Total Expenditures</b>	<b>\$ 89,758</b>	<b>\$ 87,398</b>	<b>\$ 2,360</b>
	<b>Revenue Over (Under) Expenditures</b>	<b>\$ 7,605</b>	<b>\$ 8,900</b>	<b>\$ 1,295</b>

- 1** Franchise Fees running below budget.
- 2** Building Permit revenue below budget; Timing with Health License renewals.
- 3** Highway Funds below budget.
- 10** Lower FT labor for Police & Fire.
- 14** Budget error: budget excluded final payment of NDSCS pledge.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.

**Report of Action:**

**FAHR Meeting of September 22, 2025**

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

**Department:** Health

**Description:** Amendment of Service Agreement 810-1456A; decrease funding. See memo.

**Net Financial Impact:** -58,609.20

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Move to approve the amendment to the purchase of service agreement with ND Department of Health and Human Services Behavioral Health Division, contract 810-14156.



**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](http://FargoCassPublicHealth.com)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

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

**DATE:** 09/29/2025

**RE:** AMENDMENT TO PURCHASE OF SERVICE AGREEMENT WITH  
ND DEPT. OF HEALTH AND HUMAN SERVICES, BEHAVIORAL  
HEALTH DIVISION.  
NUMBER: 810-1456A  
FUNDS: DECREASE OF FUNDING: \$58,609.20  
EXPIRES: 09/29/2027

The attached budget amendment to the purchase of service agreement that was presented to the City Commission on November 25, 2024 is for a decrease in funding of \$58,609.20.

### BUDGET ADJUSTMENT

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

#### **Suggested Motion:**

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

JF/lls  
Attachment



CONTRACT #810-14156  
AMENDMENT A

### AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

On or about September 30, 2024, the state of North Dakota, acting through its North Dakota Department of Health and Human Services, Behavioral Health Division (State) and City of Fargo (Vendor) entered into an Agreement to implement evidence-based strategies addressing opioid or stimulant misuse and use disorders through prevention, harm reduction, treatment, and recovery.

The parties agree that certain parts of that Agreement should be changed:

Effective September 30, 2025, the Compensation section is amended to decrease the monthly payment from \$24,420.50 to \$21,978.45 and to decrease the total amount paid under the Agreement from \$879,138 to \$820,528.80, a decrease of \$58,609.20. For the period September 30, 2024, through September 29, 2027, total payment under this Agreement may not exceed \$820,528.80.

All other terms and conditions remain as previously written.

CITY OF FARGO

By \_\_\_\_\_  
Timothy J. Mahoney  
Mayor, City of Fargo

By Jenn Faul 09/04/2025  
Jenn Faul  
DATE  
its Director of Public Health

DATE \_\_\_\_\_

Vendor Fed Taxpayer ID number: 45-6002069

STATE OF NORTH DAKOTA

ATTEST:

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

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

By \_\_\_\_\_  
LAURA A. ANDERSON  
POLICY DIRECTOR  
BEHAVIORAL HEALTH DIVISION  
DATE

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

## BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Fargo Cass Public Health

REQUESTED BY: Jenn Faul

PROJECT NUMBER : HE113

DATE PREPARED: 9/16/2025

DESCRIPTION OF REQUEST:

Amendment to Purchase of Service Agreement 810-1456A, Decreased funding of \$58,609.20 from Sept 30, 2025 through Sept 29, 2027. This is a decrease of \$2,442.05 per month. The budget for 2025 was already accounted for.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-334-10-53	\$ 293,046	\$ (7,326)	\$ 285,720
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ (7,326)	

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

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

### FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: \_\_\_\_\_

COMMISSION APPROVED ON: \_\_\_\_\_

ENTERED BY FINANCE:

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

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

BA# \_\_\_\_\_

**Report of Action:**

**FAHR Meeting of September 22, 2025**



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

**Department:** Health

**Description:** Amendment of Service Agreement 810-13737B; increase funding. See memo.

**Net Financial Impact:** 51,000

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Move to approve the amendment to the purchase of service agreement with ND Department of Health and Human Services Behavioral Health Division, contract 810-13737.



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


**FARGO CASS PUBLIC HEALTH**

ADMINISTRATION  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701.241.1360

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: SEPTEMBER 29, 2025**

**RE: AMENDMENT TO PURCHASE OF SERVICE AGREEMENT WITH  
ND DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
BEHAVIORAL HEALTH DIVISION.  
NO: 810-13737B  
FUNDS: ADDITIONAL \$51,000  
EXPIRES: 12/31/2025**

The attached amendment to the previously agreed upon Purchase of Service Agreement with ND Department of Health and Human Services, Behavioral Health Division is for extending the expiration date from September 30, 2025 to December 31, 2025. The amount of funds will also increase by \$51,000.

### **BUDGET ADJUSTMENT**

**Revenue**

<b>Withdrawal Management Unit</b>	<b>101-0000-334-10-55</b>	<b>\$51,000</b>
-----------------------------------	---------------------------	-----------------

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

**Suggested Motion:**

Move to approve this notice of grant award from NDHHS Behavioral Health Division.

JF/lis  
Attachment

CONTRACT #810-13737  
AMENDMENT B

AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

On or about January 1, 2024, the state of North Dakota, acting through its North Dakota Department of Health and Human Services, Behavioral Health Division (State) and City of Fargo (Vendor) entered into an Agreement to provide staffing for the withdrawal management program 24 hours per day, seven days per week.

The parties agree that certain parts of that Agreement and Amendment A should be changed:

1. The Term of the Agreement is changed from January 1, 2024, through September 30, 2025, to January 1, 2024, through December 31, 2025.
2. Effective October 1, 2025, the Compensation section, as amended by Amendment A, is further amended to increase the total amount paid under the Agreement from \$357,000 to \$408,000, an increase of \$51,000. For the period October 1, 2025, through December 31, 2025, total payment under this Agreement may not exceed \$51,000.

All other terms and conditions remain as previously written.

CITY OF FARGO

By \_\_\_\_\_  
Timothy J. Mahoney  
Mayor, City of Fargo

Date \_\_\_\_\_

By Jenn Faul 09/16/2025  
Jenn Faul  
DATE  
Its Director of Public Health

ATTEST:

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

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

By \_\_\_\_\_  
LAURA A. ANDERSON  
POLICY DIRECTOR  
BEHAVIORAL HEALTH DIVISION  
DATE

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

## 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: Fargo Cass Public Health

REQUESTED BY: Jenn Faul

PROJECT NUMBER : HED001

DATE PREPARED: 9/16/2025

DESCRIPTION OF REQUEST:

Amendment to Public Health  
12/31/25. Increase

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-334-10-55	\$ 102,000	\$ 51,000	\$ 153,000
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 51,000	

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

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

### FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: \_\_\_\_\_

COMMISSION APPROVED ON: \_\_\_\_\_

ENTERED BY FINANCE: *Date:* \_\_\_\_\_

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

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

**Report of Action:**

**FAHR Meeting of September 22, 2025**



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

**Department:** FARGODOME

**Description:** FARGODOME requests a 2025 budget adjustment from the FARGODOME Permanent Fund for the immediate replacement of the exterior fire line gate valve replacement. See memo.

**Net Financial Impact:** \$48,360 (available in Permanent Fund)

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Approve the recommendation for a 2025 budget adjustment of \$48,360.00 for Fire Line Valve Replacement funded by the FARGODOME Permanent Fund.





September 16, 2025

Fargo City Commission  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

RE: RFQ25276 – FARGODOME Exterior Fire Line Gate Valve Replacement

Commissioners:

Earlier this year, it was discovered that the gate valve on the exterior water line serving the FARGODOME fire system is leaking and in need of replacement. FARGODOME requests a 2025 budget adjustment of \$48,360 from the FARGODOME Permanent Fund for the immediate replacement of the water line.

Following purchasing policy, staff worked with the Public Works department to create a scope of work to include excavation, removal of the existing fire line gate valve, and full site reclamation, including restoring all disturbed areas to their original condition, including surface replacement, grading and cleanup.

A review committee consisting of Tom Ganje with Public Works, Rob Sobolik, Bernie Larson and Jayson Metzger of FARGODOME selected vendor Dirt Dynamics at \$48,360.00 for the completion of the work.

**Suggested Motion:**

Approve the recommendation for a 2025 budget adjustment of \$48,360.00 for Fire Line Valve Replacement funded by the FARGODOME Permanent Fund.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik  
General Manager, FARGODOME



## BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: FARGODOME

REQUESTED BY: Rob Sobolik

PROJECT NUMBER : \_\_\_\_\_

DATE PREPARED: 9/25/2025

DESCRIPTION OF REQUEST:

Exterior Fire Line Gate Valve Replacement

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

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

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
570-7003-461.74-10 Capital Outlay		\$ 48,360	= \$ 48,360
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
	TOTAL EXPENSE ADJUSTMENTS:		\$ 48,360

**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#

**Report of Action:**

**FAHR Meeting of September 22, 2025**

☐ Purchase Policy  
☐ Budget Adjustment/Reallocation  
☐ Personnel Request  
☒ Other Financial

**Department:** Red River Regional UAS

**Description:** RRRUAS requests approval to purchase a Mobile Command Center vehicle, as was approved by the RRRUAS Board in August. See memo.

**Net Financial Impact:** \$0 Funds are available for Yr 1 payment; subsequent payments, including partner contributions, will be budgeted annually.

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Approve purchase of a Mobile Command Center Vehicle for the Red Reiver Valley Unmanned Aircraft Systems Unit from current funds and ongoing partner contributions within Fund 222.



## MEMORANDUM

---

September 16, 2025

TO: FAHR Committee

FROM: Captain Matt Christensen, Fargo Police Department  
Assistant Chief Craig Nelson, Fargo Fire Department  
Tom Ganje, Fleet Purchasing Manager

Subject: Request to Approve 2025 RRVAS Unit Mobile Command Center Vehicle

---

The Red River Valley Unmanned Aircraft Systems (RRVUAS) Unit was established in 2018 through a joint agreement between the Fargo Police and Fire Departments, Cass County Sheriff's Office, and the West Fargo Police and Fire Departments. The program operates under a cost-sharing model, with each of the five agencies currently contributing \$9,000 annually to a shared budget that supports equipment upkeep, insurance, software, and communications tools. Staffed by over 20 FAA-certified pilots and equipped with a versatile fleet of drones ranging from rapid-response platforms to advanced thermal and zoom systems, the RRVUAS Unit is a proven regional asset providing critical aerial support for emergencies, investigations, and large-scale public safety operations.

On August 11, 2025 the Red River Regional Unmanned Aircraft Systems Unit Board approved the purchase for a Mobile Command Center Vehicle. This equipment will serve as a Mobile Command Center, providing on site coordination, communication and operational support during incidents and events. By having a dedicated Mobile Command Vehicle, RRVUAS Unit can establish operations immediately on site. This will reduce delays, speed up decision-making and ensuring resources are deployed to critical incidents faster.

The vehicle will be acquired under North Dakota Contract # 380-NES. The total estimated cost of the project is \$105,000.00 with first year's annual payment of \$25,000.00 and the remaining balance spread over five years. The funds for this purchase will be drawn from Special Revenue Fund 222. All participating agencies contribute \$9,000.00 annually to this account. The City of Fargo will be responsible for procuring the vehicle, and the vehicle will be titled under City of Fargo's ownership.

At this time, we are requesting FAHR Committee approval for City of Fargo Red River Valley Unmanned Aircraft Systems Unit representatives to proceed with the purchase of a Mobile Command Center Vehicle for the Red River Valley Unmanned Aircraft Systems Unit. The vehicle will be procured under North Dakota Contract # 380-NES, and a lease agreement will be secured at the time of purchase.

**Report of Action:**

**FAHR Meeting of September 22, 2025**



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

**Department:** Public Works

**Description:** Public Works requests an allocation of \$20,000 from the Riverfront TIF for the removal of vegetations along the downtown river corridor. See memo.

**Net Financial Impact:** \$20,000 (from Riverfront TIF proceeds on hand)

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Approve the allocation of \$20,000 from the Riverfront TIF for the removal of vegetation overgrowth and the pruning/low limbing of trees along the downtown river corridor between 1<sup>st</sup> Avenue and 4<sup>th</sup> Avenue North.



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)

September 16, 2025

TO: Board of City Commissioners

FROM: Ben Dow

RE: Request for Riverfront TIF Funding for Downtown River Corridor Riparian Vegetation Management

The riparian tree population along the downtown river corridor from 1st Avenue to 4th Avenue North has become increasingly dense and overgrown. To enhance the area and create a more vibrant, open connection to the river, staff have assessed the site and developed a plan to thin excessive vegetation and conduct large-scale pruning and low limbing of trees within this stretch.

We believe that this work will significantly improve visibility, safety, and the overall experience for residents using the river corridor path system. The enhanced sightlines and openness will strengthen the connection between the community and the river.

Certified tree contractors were contacted to provide quotes for the project, and the lowest bid came in at \$36,000. Since a portion of the project area is owned by the Park District, they have agreed to contribute up to \$16,000 toward the cost of the work. However, the remaining \$20,000 is not currently available within the Forestry Budget.

To move the project forward, staff explored alternative funding options and identified the Riverfront TIF as a viable source. Administration has confirmed that approximately \$93,000 is currently available within the Riverfront TIF fund.

Based on this available funding, I am requesting approval to allocate \$20,000 from the Riverfront TIF to complete this project in partnership with the Park District's contribution.

**Recommended Motion:**

Approve the allocation of \$20,000 from the Riverfront TIF for the removal of vegetation overgrowth and the pruning/low limbing of trees along the downtown river corridor between 1st Avenue and 4th Avenue North.



22

**Fire Department**  
637 NP Avenue  
Fargo, ND 58102  
Phone: 701.241.1540 | Fax: 701.241.8125  
[www.FargoND.gov](http://www.FargoND.gov)

**MEMORANDUM**

**TO: FARGO CITY COMMISSION**  
**FROM: DIVISION CHIEF TIM BINFET**  
**DATE: SEPTEMBER 29, 2025**  
**SUBJECT: CHANGE ORDER NO. 3 FOR FIRE STATION NO. 5**

This request is for two changes to the Fire Station 5 construction project:

**Grotberg Electric, Inc**

1. Due to existing conditions, the wiring associated with the existing apparatus bay receptacles was demolished and needed to be rewired. The cost of this work is \$2,668.03 which is outlined in EPR-10.
2. When the gas range was installed, it was discovered the height of the electric receptacle was too high. It was required to be lowered to allow the gas range to fit properly within the cabinetry. The additional cost for this is \$214.53. Refer to EPR-11.

The original adjusted price of the contract was \$2,064,275.61. The proposed changes of this change order will bring the total cost of the contract to \$2,067,158.17

**RECOMMENDED MOTION:** To approve Change Order No. 3 in the amount of \$2,882.56 for Fire Station No. 5 Renovation Project.

**CHANGE ORDER NO.: 3**

Owner: City of Fargo  
 Engineer: KLJ Engineering LLC

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

Contractor: Grotberg Electric Inc  
 Project: Fire Station No. 5 Addition  
 Contract Name: Electrical Construction (Stipulated Price)  
 Date Issued: September 8, 2025

Effective Date of Change Order: August 13, 2025

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

## Description:

1. Due to existing conditions, the wiring associated with the existing apparatus bay receptacles was demolished and needed to be rewired. The cost of this work is \$2,668.03 which is outlined in EPR-10.
2. When the gas range was installed, it was discovered the height of the electric receptacle was too high. Hence, it was required to be lowered to allow the gas range to fit properly within the cabinetry. The additional cost for this is \$214.53. Refer to EPR-11.

## Attachments:

**EPR-10 and EPR-11**

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 421,445.00	Substantial Completion: August 13, 2025
	Ready for final payment: August 27, 2025
Increase from previously approved Change Orders:	Increase from previously approved Change Orders:
\$ 3,558.88	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 425,003.88	Substantial Completion: August 13, 2025
	Ready for final payment: August 27, 2025
Increase this Change Order:	<b>Change resulting from this Change Order:</b>
\$ 2,882.56	Substantial Completion: N/A
	Ready for final payment: September 19, 2025
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 427,886.44	Substantial Completion: August 13, 2025
	Ready for final payment: September 19, 2025

Recommended by Engineer (if required)		Accepted by Contractor	
By:	<u>Cassie Miranes</u>		<u>Stephanie Ness</u>
Title:	<u>Project Manager</u>		<u>CEO Secretary/Treasurer</u>
Date:	<u>9/8/2025</u>		<u>09/09/2025</u>
	<u>Authorized by Owner</u>		
By:			
Title:	<u>Mayor</u>		
Date:			



# CHANGE NOTICE

<b>CCN #</b>	<b>EPR-10 APP BAY REC</b>
<b>Date:</b>	8/13/2025
<b>Project Name:</b>	Fargo Fire Station #5
<b>Project Number:</b>	Fargo Fire Station #5
<b>Page Number:</b>	1

Client Address:

## Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
1/2" CONDUIT - EMT	120	118.40	4.18
3/4" CONDUIT - EMT	50	77.27	2.00
1/2" CONN SS STL - EMT	8	11.07	0.80
3/4" CONN SS STL - EMT	4	9.58	0.50
1/2" COUPLING SS STL - EMT	12	21.34	0.48
3/4" COUPLING SS STL - EMT	5	14.08	0.25
1/2" EMT 1-PC STRUT CLAMP W/ SADDLE - PLTD	13	20.07	0.65
3/4" EMT & 1/2" RMC 1-PC STRUT CLAMP W/ SADDLE - PLTD	5	7.55	0.29
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/32" MNTG HOLE	6	24.98	0.58
#12 THHN BLACK	671	232.59	4.32
WIRE CONN RED	20	4.14	1.50
4x 1 1/2" SQ BOX COMB KO	6	68.07	1.73
4" SQ BLANK COVER	6	25.31	0.19
1/4-20x 1 HEX HEAD BOLT - PLTD STL	6	0.39	0.26
#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	12	0.32	0.36
20A 125V DUP REC - GFCI IVY (SG)	4	0.00	1.25
1" DIAM CORE 4" THICK WALL	2	0.00	0.00
<b>Totals</b>	<b>950</b>	<b>635.17</b>	<b>19.33</b>

## Summary

General Materials		635.17
Material Tax (@ 8.000 %)		50.81
<b>Total Material</b>		<b>685.98</b>
JOURNEYMAN (19.33 Hrs @ \$70.00)		1,353.10
FOREMAN @ 25% (4.83 Hrs @ \$80.00)		386.40
<b>Subtotal</b>		<b>2,425.48</b>
Markup (@ 10.000 %)		242.55
<b>Subtotal</b>		<b>2,668.03</b>
<b>Final Amount</b>		<b>\$2,668.03</b>

## CLIENT ACCEPTANCE

ORIGINAL

## CHANGE NOTICE

Client Address:

**CCN #**

**Date:**

**Project Name:**

**Project Number:**

**Page Number:**

**EPR-10 APP BAY REC**

8/13/2025

Fargo Fire Station #5

Fargo Fire Station #5

2

<b>CCN #</b>	<b>EPR-10 APP BAY REC</b>
<b>Final Amount:</b>	<b>\$2,668.03</b>
<b>Name:</b>	_____
<b>Date:</b>	_____
<b>Signature:</b>	_____
<b>Change Order #:</b>	_____

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

<b>Cost Breakdown</b>	<b>Total (\$)</b>
Material Cost	424.92
Direct Labor Cost	1,216.02
Total Cost	1,640.94

**ORIGINAL**

CCN #                   EPR-11  
 Date:                   9/8/2025  
 Project Name:         FARGO FIRE STATION #5  
 Project Number:      FARGO FIRE STATION #5  
 Page Number:         1

### Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
#12/2C CABLE MC - STL ARMOR	10	11.00	0.20
3/8" CONN AC-90 / MC DC SS	2	0.96	0.15
1-H STRAP #14/2 & #12/2	4	1.00	0.23
WIRE CONN RED	2	0.34	0.15
DEV BOX 2 1/2" DEEP 1/2" KO W/ FLAT BRKT	1	9.45	0.28
GROUND SCREW W/ INSUL #12 LEAD	1	2.19	0.04
#8x 3/4 P/H SELF-TAP SCREW	6	0.47	0.20
1G DUPLEX REC PLATE - PLASTIC IVY	1	0.57	0.03
20A 125V DUP REC - IVY (SG)	1	19.14	0.25
<b>Totals</b>	<b>28</b>	<b>45.12</b>	<b>1.52</b>

### Summary

General Materials		45.12
Material Tax	(@ 8.000 %)	3.61
<b>Total Material</b>		<b>48.73</b>
JOURNEYMAN	(1.52 Hrs @ \$75.00)	114.00
FOREMAN @ 25%	(0.38 Hrs @ \$85.00)	32.30
Markup	(@ 10.000 %)	19.50
<b>Subtotal</b>		<b>214.53</b>
<b>Final Amount</b>		<b>\$214.53</b>

### CLIENT ACCEPTANCE

CCN #                   EPR-11  
 Final Amount:       \$214.53

Name: \_\_\_\_\_

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

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

Change Order #: \_\_\_\_\_

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



(23)

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: SEPTEMBER 29, 2025**

**RE: GRANT AGREEMENT AMENDMENT FROM ND DEPARTMENT  
OF HEALTH AND HUMAN SERVICES FOR WOMEN, INFANTS  
AND CHILDREN (WIC) TO PROVIDE ADDITIONAL FUNDING OF  
\$115,204 IN WIC FUNDS.  
NO: G23.1127A CFDA: 10.557  
FUNDS: \$115,204  
EXPIRES: 09/30/2025**

The attached grant agreement amendment is for \$115,204 and was signed by the Mayor and attested on 09/02/2025 in order to return the document back in a timely fashion to secure funds before the expiration of the grant on 09/30/2025.

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

**Suggested Motion:**

Move to approve this notice of grant award amendment from ND Department of Health and Human Services.

JF/lls  
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G23.1127A	CFDA Name WIC & MOD: Special Supplemental Nutrition Program for Women, Infants and Children	CFDA Number WIC & MOD: 10.557	
FAIN Number WIC: 253ND707W1003 MOD: 233ND082M2008	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2024	
Federal Award Date WIC: 10/01/2024 MOD: 5/23/2023	Grant End Date 9/30/2025		
Federal Awarding Agency WIC & MOD: United States Department of Agriculture			
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Women, Infants and Children (WIC)	North Dakota Department of Health and Human Services (NDDHHS) Project Code: WIC: 4551 S317-OC-00 31: \$715,204 MOD: 4551 S616-OC-00 31: \$3,000		
Grantee Name Fargo Cass Public Health	Project Director Amanda Varriano		
Address 1240 25 <sup>th</sup> St. S	Address 600 East Boulevard Ave, Dept 325		
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0250		
Contact Name Kim Vance	Contact Name Amanda Varriano		
Telephone Number 701-277-1455	Telephone Number 701-328-2496		
Email Address kvance@FargoND.com	Email Address alvarriano@nd.gov		
	NDDHHS Cost Share	Grantee Cost Share	
Amount Awarded	\$115,204	\$0	
Previous Funds Awarded	\$603,000	\$0	
Total Funds Awarded	\$718,204	\$0	
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)	
		<input type="checkbox"/> Negotiated/Approved rate of %	
Scope of Service This amendment provides additional funding of \$115,204 in WIC funds to support the ongoing operations of WIC services (\$110,204 for Personnel and \$5,000 for Consultant/Contractual). All other scope of service requirements of the original agreement remain the same.			
Reporting Requirements All reporting requirements of the original agreement remain the same.			
Special Conditions None.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 09/02/2025	Signature 	Date 9/12/2025	Signature 
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Unit Director, Family Health and Wellness	
Date 9/2/25	Signature 	Date 09/15/2025	Signature 
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST:  Steve Sprague, City Auditor			

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



**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: SEPTEMBER 24, 2025**

**RE: ADDENDUM B TO CASS HUMAN SERVICE ZONE AGREEMENT**  
**FUNDS: CHANGE IN RATES**  
**EXP: DECEMBER 31, 2025**

The agreement with Cass Human Service Zone has an addendum that has changed the rates for service. Section A is changing the rate from \$7.14/15 minutes to \$7.28/15 minutes, section B is changing the rate from \$7.93/15 minutes to \$8.09/15 minutes.

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

**Suggested Motion:**

Move to approve this addendum to the purchase of service agreement with Cass County Human Service Zone.

JF/lls

**Addendum B**  
Effective 7/1/2025

DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home.	\$7.28/15 min.	7 units/visit 26 visits/year	\$29.12/hr. of direct client time

DEFINITION	DEFINITION OF UNIT	MAXIMUM ALLOWABLE AUTHORIZATION	RATE NEGOTIATED
The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home.	\$8.09/15 min.	\$30,000/year	\$32.36/hr. of direct client time

**Provider**

Fargo Cass Public Health 456002069: Provider's Federal ID number

  
Jenn Faul, Director of Public Health

09/24/2025  
Date

\_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo

\_\_\_\_\_  
Date

ATTEST:

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

**Cass Human Service Zone**

\_\_\_\_\_  
Gail Bollinger, Director of Cass Human Service Zone

08/29/2025  
Date



(25)

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: SEPTEMBER 29, 2025**

**RE: AWARDS FOR REQUEST FOR PROPOSAL 25225 FOR  
TOBACCO PREVENTION AND CESSATION ACTIVITIES FOR  
2025-2026  
RFP: RFP25225**

Please see the attached signed agreements:

F5 Project – \$8,000  
Canopy Medical Clinic - \$6,000  
New Life Center - \$4,955  
The Medicine Shoppe - \$5,000  
Southpointe Pharmacy - \$5,150  
New Roots Midwest - \$6,000  
Kondial Kel International - \$5,000  
Family Healthcare - \$5,000  
Soul Solutions - \$2,000  
Dacotah Foundation - \$4,000

And pending signature:

Southeast Human Service Center - \$20,000

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

**Suggested Motion:**

Move to approve these RFP awards.

JF/lls  
Attachment





**PURCHASE OF SERVICE AGREEMENT WITH  
THE MEDICINE SHOPPE**

HEALTH PROMOTION - TOBACCO

TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and The Medicine Shoppe (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$5,000. This includes \$25 for forms, \$4,800 for staff time, and \$175 for cessation counseling visits. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and The Medicine Shoppe shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**The Medicine Shoppe**

By Anna Aberle  
Anna Aberle Date

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






# Agreement for The Medicine Shoppe 6.19.2026

Final Audit Report

2025-09-17

Created:	2025-09-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8w6nLD97ChU1kNj4KNIQYv9zm7_7qa9c

## "Agreement for The Medicine Shoppe 6.19.2026" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2025-09-17 - 3:22:17 PM GMT
-  Document emailed to Anna Aberle (anna@medicineshoppefargo.com) for signature  
2025-09-17 - 3:22:59 PM GMT
-  Email viewed by Anna Aberle (anna@medicineshoppefargo.com)  
2025-09-17 - 8:00:16 PM GMT
-  Document e-signed by Anna Aberle (anna@medicineshoppefargo.com)  
Signature Date: 2025-09-17 - 8:01:43 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-17 - 8:01:43 PM GMT



**PURCHASE OF SERVICE AGREEMENT WITH  
SOUTHPOINTE PHARMACY**

HEALTH PROMOTION - TOBACCO

TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and Southpointe Pharmacy (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to: advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$5,150. This includes \$150 for patient education, \$3,500 for TTS training, \$500 for staff training, \$500 for quality improvement, and \$500 for administrative time. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Southpointe Pharmacy shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**Southpointe Pharmacy**

By Jeffrey Jacobson 09/22/2025  
Jeff Jacobson Date

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






# Agreement for Southpointe Pharmacy 6.19.2026

Final Audit Report

2025-09-23

Created:	2025-09-22
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAxDgV_Z9BclNz8qY5lPC_SJVQRjhas1EZ

## "Agreement for Southpointe Pharmacy 6.19.2026" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2025-09-22 - 10:52:10 PM GMT
-  Document emailed to Jeff Jacobson (jeffdjacobson1@gmail.com) for signature  
2025-09-22 - 10:52:19 PM GMT
-  Email viewed by Jeff Jacobson (jeffdjacobson1@gmail.com)  
2025-09-23 - 1:55:33 AM GMT
-  Document e-signed by Jeff Jacobson (jeffdjacobson1@gmail.com)  
Signature Date: 2025-09-23 - 1:56:41 AM GMT - Time Source: server
-  Agreement completed.  
2025-09-23 - 1:56:41 AM GMT



**PURCHASE OF SERVICE AGREEMENT WITH  
 NEW ROOTS MIDWEST**

HEALTH PROMOTION - TOBACCO

TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and New Roots Midwest (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$6,000. This includes \$1,500 for program/outreach materials, \$500 for program evaluation, \$1,000 for interpretation and accessibility services, \$2,000 for grant personnel/administration time, \$1,000 for tobacco prevention ambassadors. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and New Roots Midwest shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
 Jenn Faul, Director of Public Health Date

By \_\_\_\_\_  
 Timothy J. Mahoney, Mayor, City of Fargo Date

**New Roots Midwest**

By Camí Aden  
 Camí Aden Date

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







# Agreement for New Roots Midwest 6.19.2026

Final Audit Report

2025-09-17

Created:	2025-09-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK_5w9ZrHUoo8y6BXuz8faB9rrCnKFj8B

## "Agreement for New Roots Midwest 6.19.2026" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2025-09-17 - 4:15:43 PM GMT
-  Document emailed to cani@newrootsmidwest.org for signature  
2025-09-17 - 4:16:00 PM GMT
-  Email viewed by cani@newrootsmidwest.org  
2025-09-17 - 10:20:12 PM GMT
-  Signer cani@newrootsmidwest.org entered name at signing as Cani Adan  
2025-09-17 - 10:21:19 PM GMT
-  Document e-signed by Cani Adan (cani@newrootsmidwest.org)  
Signature Date: 2025-09-17 - 10:21:21 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-17 - 10:21:21 PM GMT





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

**PURCHASE OF SERVICE AGREEMENT WITH  
KONDIAL KEL INTERNATIONAL**

HEALTH PROMOTION - TOBACCO  
TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and Kondial Kel International (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$5,000. This includes \$2,300 for staff time, \$800 for workshop materials, \$1,400 for participation incentives, \$500 for translation and printing services. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Kondial Kel International shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**Kondial Kel International**

By Nyamal Dei 9/17/2025  
Nyamal Dei Date

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

# Agreement for Kondial Kel International 6.19.2026

Final Audit Report

2025-09-17

Created:	2025-09-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_FsnqiROHkLJlqaQRWajEQqp-yUNe9kS

## "Agreement for Kondial Kel International 6.19.2026" History



Document created by Lori Sall (lsall@FargoND.gov)

2025-09-17 - 3:40:10 PM GMT



Document emailed to Nyamal Dei-Pajock (kondialkelinternational@gmail.com) for signature

2025-09-17 - 3:40:18 PM GMT



Email viewed by Nyamal Dei-Pajock (kondialkelinternational@gmail.com)

2025-09-17 - 4:02:39 PM GMT



Document e-signed by Nyamal Dei-Pajock (kondialkelinternational@gmail.com)

Signature Date: 2025-09-17 - 4:09:42 PM GMT - Time Source: server



Agreement completed.

2025-09-17 - 4:09:42 PM GMT







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

**PURCHASE OF SERVICE AGREEMENT WITH  
FAMILY HEALTHCARE**

HEALTH PROMOTION - TOBACCO  
TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and Family Healthcare (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$5,000. This includes \$50 for printing supplies, \$100 for educational materials, \$2,000 for community outreach, \$500 for quality assessment and program sustainability evaluation, \$500 for grant administration, and \$1,850 for tobacco counseling and prescribing services. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Family Healthcare shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**Family Healthcare**

By Julie Sorby 9/18/2025  
Julie Sorby Date

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

# Agreement for Family Healthcare 6.19.2026

Final Audit Report

2025-09-18

Created:	2025-09-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsChnog4B5GfnoHwpGzDAVdhDweguGz7V

## "Agreement for Family Healthcare 6.19.2026" History



Document created by Lori Sall (lsall@FargoND.gov)

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Document emailed to Julie Sorby (jsorby@famhealthcare.org) for signature

2025-09-17 - 4:30:48 PM GMT



Email viewed by Julie Sorby (jsorby@famhealthcare.org)

2025-09-17 - 4:59:23 PM GMT



Document e-signed by Julie Sorby (jsorby@famhealthcare.org)

Signature Date: 2025-09-18 - 2:31:15 PM GMT - Time Source: server



Agreement completed.

2025-09-18 - 2:31:15 PM GMT





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

**PURCHASE OF SERVICE AGREEMENT WITH  
SOUL SOLUTIONS**

HEALTH PROMOTION - TOBACCO  
TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and Soul Solutions (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to: advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$2,000. This is for \$1,200 for NRT (must have a signed standing order by your Medical Director), and \$800 for tobacco assessments. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Soul Solutions shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**Soul Solutions**

By Patti L. Senn 09/17/2025  
Patti Senn Date

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

# Agreement for Soul Solutions 6.19.2026

Final Audit Report

2025-09-18

Created:	2025-09-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJGTy4XDZUyThszB3zHChSNWXY81tv0hF

## "Agreement for Soul Solutions 6.19.2026" History



Document created by Lori Sall (lsall@FargoND.gov)

2025-09-17 - 3:31:45 PM GMT



Document emailed to Patti Senn (patti@soulsolutions.org) for signature

2025-09-17 - 3:31:55 PM GMT



Email viewed by Patti Senn (patti@soulsolutions.org)

2025-09-18 - 0:03:31 AM GMT



Signer Patti Senn (patti@soulsolutions.org) entered name at signing as Patti L. Senn

2025-09-18 - 0:04:46 AM GMT



Document e-signed by Patti L. Senn (patti@soulsolutions.org)

Signature Date: 2025-09-18 - 0:04:48 AM GMT - Time Source: server



Agreement completed.

2025-09-18 - 0:04:48 AM GMT





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

**PURCHASE OF SERVICE AGREEMENT WITH  
DACOTAH FOUNDATION**

HEALTH PROMOTION - TOBACCO

TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and Dacotah Foundation (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to: advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$4,000. This is for \$800 for YMCA passes, \$2,350 for NRT (must have a signed standing order by your Medical Director), and \$850 for staff education. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Dacotah Foundation shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

**Dacotah Foundation**

By Kandia Qual  
Kandia Qual Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

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






# Agreement for Dacotah Foundation 6.19.2026

Final Audit Report

2025-09-19

Created:	2025-09-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASNaeT0JOxUk3oOb1Jvlj3ufil_KhkMI5

## "Agreement for Dacotah Foundation 6.19.2026" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2025-09-17 - 4:21:29 PM GMT
-  Document emailed to Kandia Qual (kandiaq@dacotahfoundation.org) for signature  
2025-09-17 - 4:21:37 PM GMT
-  Email viewed by Kandia Qual (kandiaq@dacotahfoundation.org)  
2025-09-17 - 4:21:58 PM GMT
-  Document e-signed by Kandia Qual (kandiaq@dacotahfoundation.org)  
Signature Date: 2025-09-19 - 4:43:44 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-19 - 4:43:44 PM GMT



**PURCHASE OF SERVICE AGREEMENT WITH  
SOUTHEAST HUMAN SERVICE CENTER**

HEALTH PROMOTION - TOBACCO  
TERM: 9/16/2025 TO 06/20/2026- Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and Southeast Human Service Center (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to: advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$20,000. This includes \$12,000 for NRT (must have a signed standing order by your Medical Director), \$900 for educational materials, \$4,000 for contingency management, \$2,500 for TTS training, and \$600 for YMCA passes. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Southeast Human Service Center shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**Southeast Human Service Center**

By \_\_\_\_\_  
Alex Thomas Date

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

26

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources

Re: 2026 Benefit Renewals

Date: September 25, 2025

We have several benefit plan renewals occurring on January 1, 2026. The cost of the proposed benefits has been included in the 2026 budget. The renewals and proposed changes are listed below:

### **Health Insurance**

In late 2024, we conducted a health insurance survey to measure the level of satisfaction with our health insurance plan and to assess the level of interest in providing additional options. We received responses from 337 employees with 73% of the respondents indicating they would like to see additional options. A high-deductible plan was added as an option for 2025. We are proposing the addition of another option with Blue Cross Blue Shield of North Dakota (BCBSND) for 2026. The options are summarized below:

**BlueAccess** – plan currently offered. The city will continue to pay 80% of the family premium and 86% of the single premium. The 2026 health premiums are attached.

**BlueSaver** – high-deductible health plan (HDHP) currently offered with a change from 100% to 80% coinsurance and a deductible increase from \$3,300 to \$3,400.

**NEW - DakotaBlue (Essentia Network)** – new option is available with either the BlueAccess or the BlueSaver plans listed above. There are significant premium savings for employees who opt for the Essentia network in Fargo and Moorhead. Services received outside of Fargo and Moorhead Essentia are subject to higher deductibles, co-payments and out-of-pocket expenses.

While the plan designs remain primarily the same, the most significant changes include the removal of coverage for weight loss medication and management (oral and GLP-1s) as well as a change to pharmacy benefits to a NetResults standard pharmacy formulary benefit.

The city will continue to pay 86% of the individual premium and 80% of the parent + children and family premiums (pro-rated for benefited employees scheduled less than 40 hours per week). The 2026 premiums are attached.

### **Dental Insurance**

Our dental insurance provider is Blue Cross Blue Shield of North Dakota (BCBSND). The proposed renewal for 2026 includes a \$0.30 monthly premium reduction for the City of Fargo per employee. Those who choose to cover family members will experience a reduction of \$0.30 (employee + child), a \$0.56 reduction (family) per month. The city contributes the cost of the single premium for all full-time employees (pro-rated for benefited employees scheduled less than 40 hours per week) regardless of the level of coverage elected. The 2026 dental premiums are attached.

### **Vision Insurance**

Our vision insurance provider is Superior Vision which is underwritten by MetLife. There is no increase to the current premiums which are guaranteed through December 31, 2026.



**Life Insurance**

Our current life insurance provider is Mutual of Omaha. The life insurance renewal for 2026 provides no increase to employee premiums, which are paid entirely by COF employees.

**Long-Term Disability (LTD) Insurance**

Our current long-term disability provider is Mutual of Omaha. The LTD premium, which is paid entirely by the City of Fargo, will remain at .22% per \$100 of monthly insured income for 2026. The maximum monthly benefit is \$11,000. The plan's elimination period remains 120 days.

**Short-Term Disability Insurance**

In conjunction with BlueConnect, the benefit enrollment platform, Unum will continue to be offered as an individual short-term disability plan. The plan is voluntary and the premium will be paid entirely by participating employees. The plan has an elimination period of 14 days and a benefit period of six months at 60% of base income.

**Flexible Spending Accounts**

The City of Fargo will continue to offer employees the opportunity to participate in flexible benefits administered by WEX. Participants utilize pre-tax dollars to pay for eligible health and dependent care expenses.

**Health Savings Account (HSA)**

We propose adding a City of Fargo contribution to the Health Savings Account to encourage our employees to utilize an HSA to save pre-tax dollars for their out-of-pocket expenses under the high-deductible plan. The proposed contribution is \$20 per month (\$10 per pay period) for individual coverage and \$40 per month (\$20 per pay period) for either the parent + child or family plans). These contributions would occur over 24 pay periods.

**RECOMMENDED MOTION:** To approve the benefit renewals as outlined in this benefit renewal memo effective January 1, 2026.

**City of Fargo**  
**Blue Cross Blue Shield of North Dakota (BCBSND)**  
**Health Insurance Premiums - Effective January 1, 2026**

BCBSND BlueAccess 80 500							
		Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
<b>Full-time 40*</b> 2080 annual hrs	Individual	\$ 63.12	\$ 387.73	\$ 126.24	\$ 775.46	\$ 901.70	\$ 10,820.40
	Parent + Children	\$ 158.71	\$ 634.84	\$ 317.42	\$ 1,269.68	\$ 1,587.10	\$ 19,045.20
	Family	\$ 234.44	\$ 937.76	\$ 468.88	\$ 1,875.52	\$ 2,344.40	\$ 28,132.80
<b>Full-time 30-39*</b> 1560-2079 annual hrs	Single	\$ 153.29	\$ 297.56	\$ 306.58	\$ 595.12	\$ 901.70	\$ 10,820.40
	Parent + Children	\$ 317.42	\$ 476.13	\$ 634.84	\$ 952.26	\$ 1,587.10	\$ 19,045.20
	Family	\$ 468.88	\$ 703.32	\$ 937.76	\$ 1,406.64	\$ 2,344.40	\$ 28,132.80
<b>Part-time 20-29*</b> 1040-1559 annual hrs	Single	\$ 225.43	\$ 225.43	\$ 450.85	\$ 450.85	\$ 901.70	\$ 10,820.40
	Parent + Children	\$ 476.13	\$ 317.42	\$ 952.26	\$ 634.84	\$ 1,587.10	\$ 19,045.20
	Family	\$ 703.32	\$ 468.88	\$ 1,406.64	\$ 937.76	\$ 2,344.40	\$ 28,132.80

COBRA Monthly Premiums	
COBRA Single	\$ 919.73
COBRA Parent+	\$ 1,618.84
COBRA Family	\$ 2,391.29

Health Insurance is effective the 1st of the month following date of hire. Premiums apply to employees who are benefit eligible as defined in COF Policy.

**City of Fargo**  
**Blue Cross Blue Shield of North Dakota (BCBSND)**  
**Health Insurance Premiums - Effective January 1, 2026**

<b>BCBSND Blue Saver 80 3400 High Deductible Health Plan</b>							
		<b>Employee Pay Period Contribution</b>	<b>COF Pay Period Contribution</b>	<b>Employee Monthly Contribution</b>	<b>COF Monthly Contribution</b>	<b>Combined Monthly Premium</b>	<b>Total Annual Premium</b>
<b>Full-time 40*</b> 2080 annual hrs	Individual	\$ 51.74	\$ 317.86	\$ 103.48	\$ 635.72	\$ 739.20	\$ 8,870.40
	Parent + Children	\$ 130.11	\$ 520.44	\$ 260.22	\$ 1,040.88	\$ 1,301.10	\$ 15,613.20
	Family	\$ 192.20	\$ 768.80	\$ 384.40	\$ 1,537.60	\$ 1,922.00	\$ 23,064.00
<b>Full-time 30-39*</b> 1560-2079 annual hrs	Single	\$ 125.66	\$ 243.94	\$ 251.32	\$ 487.88	\$ 739.20	\$ 8,870.40
	Parent + Children	\$ 260.22	\$ 390.33	\$ 520.44	\$ 780.66	\$ 1,301.10	\$ 15,613.20
	Family	\$ 384.40	\$ 576.60	\$ 768.80	\$ 1,153.20	\$ 1,922.00	\$ 23,064.00
<b>Part-time 20-29*</b> 1040-1559 annual hrs	Single	\$ 184.80	\$ 184.80	\$ 369.60	\$ 369.60	\$ 739.20	\$ 8,870.40
	Parent + Children	\$ 390.33	\$ 260.22	\$ 780.66	\$ 520.44	\$ 1,301.10	\$ 15,613.20
	Family	\$ 576.60	\$ 384.40	\$ 1,153.20	\$ 768.80	\$ 1,922.00	\$ 23,064.00
<b>COBRA Monthly Premiums</b>							
COBRA Single	\$	753.98					
COBRA Parent+	\$	1,327.12					
COBRA Family	\$	1,960.44					

Health Insurance is effective the 1st of the month following date of hire. Premiums apply to employees who are benefit eligible as defined in COF Policy.

**City of Fargo**  
**Blue Cross Blue Shield of North Dakota (BCBSND)**  
**Health Insurance Premiums - Effective January 1, 2026**

<b>BCBSND DakotaBlue 80 500 (Essentia Network)</b>							
		<b>Employee Pay Period Contribution</b>	<b>COF Pay Period Contribution</b>	<b>Employee Monthly Contribution</b>	<b>COF Monthly Contribution</b>	<b>Combined Monthly Premium</b>	<b>Total Annual Premium</b>
<b>Full-time 40*</b> 2080 annual hrs	Individual	\$ 52.24	\$ 320.91	\$ 104.48	\$ 641.82	\$ 746.30	\$ 8,955.60
	Parent + Children	\$ 131.36	\$ 525.44	\$ 262.72	\$ 1,050.88	\$ 1,313.60	\$ 15,763.20
	Family	\$ 194.05	\$ 776.20	\$ 388.10	\$ 1,552.40	\$ 1,940.50	\$ 23,286.00
<b>Full-time 30-39*</b> 1560-2079 annual hrs	Single	\$ 126.87	\$ 246.28	\$ 253.74	\$ 492.56	\$ 746.30	\$ 8,955.60
	Parent + Children	\$ 262.72	\$ 394.08	\$ 525.44	\$ 788.16	\$ 1,313.60	\$ 15,763.20
	Family	\$ 388.10	\$ 582.15	\$ 776.20	\$ 1,164.30	\$ 1,940.50	\$ 23,286.00
<b>Part-time 20-29*</b> 1040-1559 annual hrs	Single	\$ 186.57	\$ 186.58	\$ 373.14	\$ 373.16	\$ 746.30	\$ 8,955.60
	Parent + Children	\$ 394.08	\$ 262.72	\$ 788.16	\$ 525.44	\$ 1,313.60	\$ 15,763.20
	Family	\$ 582.15	\$ 388.10	\$ 1,164.30	\$ 776.20	\$ 1,940.50	\$ 23,286.00

<b>COBRA Monthly Premiums</b>	
COBRA Single	\$ 761.23
COBRA Parent+	\$ 1,339.87
COBRA Family	\$ 1,979.31

Health Insurance is effective the 1st of the month following date of hire. Premiums apply to employees who are benefit eligible as defined in COF Policy.

**City of Fargo**  
**Blue Cross Blue Shield of North Dakota (BCBSND)**  
**Health Insurance Premiums - Effective January 1, 2026**

BCBSND DakotaBlue 80 3400 (Essentia Network) High Deductible Health Plan							
		Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
<b>Full-time 40*</b> 2080 annual hrs	Individual	\$ 44.42	\$ 272.88	\$ 88.84	\$ 545.76	\$ 634.60	\$ 7,615.20
	Parent + Children	\$ 111.70	\$ 446.80	\$ 223.40	\$ 893.60	\$ 1,117.00	\$ 13,404.00
	Family	\$ 165.00	\$ 660.00	\$ 330.00	\$ 1,320.00	\$ 1,650.00	\$ 19,800.00
<b>Full-time 30-39*</b> 1560-2079 annual hrs	Single	\$ 107.88	\$ 209.42	\$ 215.76	\$ 418.84	\$ 634.60	\$ 7,615.20
	Parent + Children	\$ 223.40	\$ 335.10	\$ 446.80	\$ 670.20	\$ 1,117.00	\$ 13,404.00
	Family	\$ 330.00	\$ 495.00	\$ 660.00	\$ 990.00	\$ 1,650.00	\$ 19,800.00
<b>Part-time 20-29*</b> 1040-1559 annual hrs	Single	\$ 158.65	\$ 158.65	\$ 317.30	\$ 317.30	\$ 634.60	\$ 7,615.20
	Parent + Children	\$ 335.10	\$ 223.40	\$ 670.20	\$ 446.80	\$ 1,117.00	\$ 13,404.00
	Family	\$ 495.00	\$ 330.00	\$ 990.00	\$ 660.00	\$ 1,650.00	\$ 19,800.00
COBRA Monthly Premiums							
COBRA Single		\$ 647.29					
COBRA Parent+		\$ 1,139.34					
COBRA Family		\$ 1,683.00					

Health Insurance is effective the 1st of the month following date of hire. Premiums apply to employees who are benefit eligible as defined in COF Policy.



**City of Fargo**  
**Blue Cross Blue Shield North Dakota (BCBSND) Dental Premiums**  
**2026**

	<b>Employee Pay Period Contribution</b>	<b>COF Pay Period Contribution</b>	<b>Employee Monthly Contribution</b>	<b>COF Monthly Contribution</b>	<b>Combined Monthly Premium</b>	<b>Total Annual Premium</b>
<b>Full-Time Employee 40 (Scheduled Hours: 40 /week; 2080 /Year)*</b>						
Employee Only	\$0.00	\$25.30	\$0.00	\$50.60	\$50.60	\$607.20
+ spouse	\$25.30	\$25.30	\$50.60	\$50.60	\$101.20	\$1,214.40
+ children	\$24.05	\$25.30	\$48.10	\$50.60	\$98.70	\$1,184.40
+ spouse & children	\$49.85	\$25.30	\$99.70	\$50.60	\$150.30	\$1,803.60
<b>Full-Time Employee 30-39 (Scheduled Hours: 30-39/week; 1560-2079/year)*</b>						
Employee Only	\$6.32	\$18.98	\$12.64	\$37.96	\$50.60	\$607.20
+ spouse	\$31.62	\$18.98	\$63.24	\$37.96	\$101.20	\$1,214.40
+ children	\$30.37	\$18.98	\$60.74	\$37.96	\$98.70	\$1,184.40
+ spouse & children	\$56.17	\$18.98	\$112.34	\$37.96	\$150.30	\$1,803.60
<b>Part-time Employee 20-29 (Scheduled Hours 20-29/week; 1040 - 1559/year)*</b>						
Employee Only	\$12.72	\$12.65	\$25.30	\$25.30	\$50.60	\$607.20
+ spouse	\$38.17	\$12.65	\$75.90	\$25.30	\$101.20	\$1,214.40
+ children	\$36.93	\$12.65	\$73.40	\$25.30	\$98.70	\$1,184.40
+ spouse & children	\$62.85	\$12.65	\$125.00	\$25.30	\$150.30	\$1,803.60

\*Premiums apply to employees who are benefit eligible as defined in COF policy.

<b>COBRA Rates</b>	
	<b>COBRA Monthly Premium</b>
COBRA Employee Only	\$ 51.61
COBRA + spouse	\$ 103.22
COBRA + children	\$ 100.67
COBRA + spouse & Children	\$ 153.31

**Dental Insurance is effective the  
1st of the month following date  
of hire.**

27

## Memorandum

DATE: September 29, 2025  
TO: Mayor Mahoney and Board of City Commissioners  
FROM: Shawn Ouradnik, Inspections Director  
SUBJECT: RFP25246 – Approval and Proposal Award, Demolition at 1102 1<sup>st</sup> Ave S, Fargo, ND 58103

On September 23<sup>rd</sup>, 2025, five proposals were received for the demolition of the building at 1102 1<sup>st</sup> Ave S, Fargo, ND 58103.

Western Excavation	\$30,000.00
Master Construction	\$40,000.00
Diesel Dogs	\$42,385.00
Omni Improvements	\$44,000.00
BC Excavating, Inc.	\$58,185.00

The review committee, consisting of Shawn Ouradnik, Chris Rose, Bryant Doschadis, and Luke Olson, evaluated and determined which proposals met the specification required. Based on this review, we recommend awarding the contract to Western Excavation. The selection of this contractor is based upon completeness of proposal, responsiveness, and willingness to coordinate with the City of Fargo on defined timelines. This is in accordance with the 2024 IPMC Section 111.3.

The recommendation is to: **Approve the recommendation of the review committee and accept the proposal and award the contract Western Excavation. Please direct the Inspections Department, other appropriate staff, and the City Attorney to draft the contract for the demolition of the structure at 1102 1st Ave S, Fargo, ND 58103.**

28

**CITY OF FARGO  
MUNICIPAL COURT**

402 NP AVE N  
P.O. BOX 49  
FARGO, NORTH DAKOTA 58107-0049

TELEPHONE: 701-241-1316  
FAX: 701-241-1320

**MEMORANDUM**

**TO:** Board of City Commissioners  
**FROM:** Shiloh Hanson, Clerk of Court  
**SUBJECT:** Contract Renewal with Centre, Inc. (PBC26002)  
**DATE:** September 29, 2025

In January 2001 the City of Fargo entered into a minimum security placement agreement with Centre, Inc. Every 5 years the contract is reviewed and has been renewed with Centre, Inc. as they are the only qualified facility in Fargo.

The Federal Bureau of Prisons (BOP) contracts with residential reentry centers, also known as halfway houses, to provide assistance to inmates who are nearing release from jail or to house inmates referred to by Municipal Court as an alternative to going to jail.

The Centre, Inc. is the contracted Residential Reentry Center (RRC) for Fargo. Males are located at 123 15th Street North and females are located at 601 Westrac Drive. The existing contract with Centre, Inc. is set to expire on 12/31/25. It is recommended that the contract be renewed as a piggyback procurement under the Federal Bureau of Prisons, Contract #15BRRC20D00000214, expiring December 31, 2030.

**Suggested Motion:** Approve the renewal of the contract with Centre, Inc. for minimum security placement. (PBC26002)



## Federal Bureau of Prisons



### Completing the transition.

Reentry assistance reduces recidivism.

The BOP contracts with residential reentry centers (RRCs), also known as halfway houses, to provide assistance to inmates who are nearing release. RRCs provide a safe, structured, supervised environment, as well as employment counseling, job placement, financial management assistance, and other programs and services. RRCs help inmates gradually rebuild their ties to the community and facilitate supervising ex-offenders' activities during this readjustment phase.

Residential Reentry Centers provide programs that help inmates rebuild their ties to the community and reduces the likelihood that they will recidivate.

### They are accountable.

In-house counts are conducted throughout the day at scheduled and random intervals. An inmate is only authorized to leave the RRC through sign-out procedures for approved activities, such as seeking employment, working, counseling, visiting, or recreation purposes. During the approved activity, the inmate's location and movements are constantly monitored and RRC staff may visit or call them at any time. In addition, when the inmate returns they may be given a random drug and alcohol test.

### They assist with employment.

RRC staff assist inmates in obtaining employment through a network of local employers, employment job fairs, and training classes in resume writing, interview techniques, etc. Ordinarily, offenders are expected to be employed 40 hours/week within 15 calendar days after their arrival at the RRC.

### They assist with housing.

During their stay, offenders are required to pay a subsistence fee to help defray the cost of their confinement; this charge is 25 percent of their gross income, not to exceed the per diem rate for that contract. The contractor assists inmates in locating suitable housing (if necessary), to which they can release from the RRC. In cases where an inmate will be released with supervision, the contractor verifies the proposed address and forwards its comments to the U.S. Probation Office.

### They assist with substance abuse treatment.

RRCs offer drug testing and substance abuse programs. Based upon the inmate's needs and substance abuse history, they may be referred for substance abuse treatment by contracted treatment providers. In addition, inmates who have completed the Residential Drug Abuse Program (RDAP) while confined at a BOP institution are expected to continue their drug treatment with these certified community treatment providers under contract with the BOP.

### They assist with the inmate's medical and mental health care.

RRC contractors provide offenders an opportunity to access medical and mental health care and treatment. The intent is to assist the offender in maintaining continuity of medical and mental health care and treatment. Inmates ordinarily transfer from an institution to an RRC with an initial supply of required medications.

#### Nationwide RRC Contracts - Fargo North Dakota

Contractor	State	Service	Expiration	All Beds	Fe Beds	Tot Beds
Centre, Inc.	ND	RRC/HC (Males)	08-31-2030	46	11	57
Centre, Inc.	ND	RRC/HC (Females)	08-31-2030	0	40	40

## CENTRE, INC.

A contracted Residential Reentry Center (RRC).

123 15TH STREET N  
FARGO, ND

Phone: 701-373-8315

Service: RRC/HC (Males)  
Contract #: 15BRRC20D00000214  
Contract Exp: 08-31-2030  
Beds: 57 Total (46 Male / 11 Female)

## CENTRE, INC.

A contracted Residential Reentry Center (RRC).

3501 WESTRAC DR.  
FARGO, ND

Phone: 701-373-8315

Service: RRC/HC (Females)  
Contract #: 15BRRC20D00000214  
Contract Exp: 08-31-2030  
Beds: 40 Total (0 Male / 40 Female)

**RENEWAL OF SERVICE AGREEMENT (MINIMUM SECURITY)**

Centre, Inc. and City of Fargo

This agreement, made and intended to be effective January 1, 2026, by and between the City of Fargo, North Dakota, a municipal corporation, hereinafter referred to as "City," and Centre Inc., a private non-profit agency, hereinafter referred to as "Provider" or "Centre."

**WHEREAS**, City has requested an updated proposal for minimum security prisoners to be placed by Municipal Court referrals;

**WHEREAS**, Centre proposed to provide these services;

**WHEREAS**, City has accepted this proposal and determined the services referred to hereinafter under "Scope of Service" meet its request for proposals;

**WHEREAS**, the parties wish to enter into the following agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, City and Centre hereby agree as follows:

**I. TERM OF AGREEMENT**

This non-exclusive agreement shall be for a term commencing January 1, 2026, through December 31, 2030.

**II. SCOPE OF SERVICE**

- A. Provider will accept Municipal Court referrals and provide housing of prisoners placed by order of the Municipal Court.
- B. Provider will provide residential services which may include work-release, case management/counseling services, employment skills, ASAM level 2.1 chemical dependency treatment, chemical dependency aftercare/ASAM level 1, Thinking for a Change, & drug and alcohol testing.
- C. Provider agrees to manage most offenders that are referred by Municipal Court. Provider will enforce all conditions the Court imposes and report any expected deviations from the conditions to the Court immediately. If, for any reason, Provider determines that court referral is not an acceptable placement, Centre agrees to consult with Municipal Court prior to rejecting that particular referral and will explain the conditions and reasons for not accepting the placement.
- D. Provider shall have the authority to accept, deny, or modify requests from offenders who request to leave the facility.

Centre, Inc. and City of Fargo Minimum Security Agreement

### III. COMPENSATION

- A. Centre will charge City a rate, per person, per day, minus the amount that is collected for work release for residential minimum-security placements. Provider's staff will be responsible for collecting the correct amount of work release from the offender. This amount collected shall be subtracted from the total cost of each offender on the monthly billings. Provider will provide all the following services for residential placements at one cost. The services Provider will provide for minimum security residential placements that may include but are necessarily limited to housing, work-release, food services, & alcohol/drug testing. The following services can be provided as needed and if appropriate for the length of stay: case management/counseling services, employment skills, ASAM level 2.1 chemical dependency treatment, chemical dependency aftercare/ASAM level 1, & thinking for a change.
- B. Cost of services per offender, per day, for minimum-security residential placements is as follows:

Calendar Year	City of Fargo Working Day	Offender Working Day	City of Fargo Non-Working Day
2026	\$68.00	\$27.00	\$95.00
2027	\$72.75	\$27.00	\$99.75
2028	\$77.75	\$27.00	\$104.75
2029	\$83.00	\$27.00	\$110.00
2030	\$88.50	\$27.00	\$115.50

The foregoing rates are guaranteed for the five-year contract.

### IV. INDEMNIFICATION

Each party agrees to indemnify, defend and hold the other harmless from any and all claims or causes of action which may be brought that are the result of the intentional or negligent act or failure to act of the first party or the first party's officers, agents, or employees

### V. TERMINATION

If, through any cause, Provider shall fail to fulfill in a timely and proper manner the obligations agreed to, City shall have the right to terminate this contract by specifying the date of termination in a written notice to the Provider at least ninety (90) working days before the termination date. In such event, Provider shall be entitled to just and equitable compensation (determined at the rate of the contract) for any satisfactorily completed work.

## VI. PROVIDER ASSURANCES

- A. Provider agrees to comply with the applicable assurances set forth on Appendix A, attached hereto.
- B. Each of the parties agrees to execute any and all documents necessary to effectuate the purposes of this agreement.
- C. The parties agree and stipulate that Centre, Inc. is an independent contractor as regards the services to be performed under this agreement and the officers, agents, and employees of Provider shall in no way be deemed to be employees or agents of the City of Fargo.

## VII. MISCELLANEOUS

- A. Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of services by Centre to City. This Agreement may be amended only by written amendment of the parties.
- B. Governing Law, Disputes, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Parties agree to consider mediation with respect to any dispute. The parties agree to submit to the jurisdiction of state or federal courts in Cass County, State of North Dakota for resolution of any disputes in a court of law.
- C. Assignment. Provider shall not transfer or assign any interest in this contract without the prior written consent of City.
- D. Force Majeure. Neither party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance party's obligations 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.
- E. 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.
- F. This instrument may be executed in one or more counterparts, including both paper and electronic counterparts, but all such counterparts shall constitute one and the same agreement. This instrument may be in the form of an Electronic Record and may be executed using Electronic Signatures (including manually executed paper documents that are sent by facsimile, pdf, or other electronic means), which shall be considered an original and shall have the same legal effect, validity and enforceability as an original paper record. For purposes hereof, each of the terms "Electronic Record" and "Electronic Signature" has the respective meaning assigned to it in 15 USC §7006 (as the same may be amended from time to time).
- G. Effective Date - This agreement shall be deemed to take effect on the date of last signature of the parties.

DATE: 9-29-25

CITY OF FARGO, NORTH DAKOTA

ATTEST:

Timothy J. Mahoney, Mayor

Steven Sprague, City Auditor

DATE: 9-11-2025

CENTRE, INC. - Provider

Joshua Helmer  
Joshua Helmer, Executive Director

APPENDIX A: PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations by an ordinance of the city and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C), which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order 11375, which prohibits discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by the pursuant to regulations promulgated there under to the end that no otherwise qualified handicapped individual shall, solely by reason of handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program in the provision or services under this agreement.
- E. The Provider will not, except upon written consent of the affected individual or their responsible parent, guardian, or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the board of the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider assures that the sources from which it purchases its goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

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<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Family Healthcare Center Addition	<b>Date:</b>	8/27/2025
		<b>Update:</b>	9/25/2025
<b>Location:</b>	301, 307, 309, 313, 317 Northern Pacific Avenue North	<b>Staff Contact:</b>	Donald Kress, Planning Coordinator
<b>Legal Description:</b>	Portion of Lot 5, and all of Lots 6-12, Block 3, Keeney & Devitt's Addition		
<b>Owner(s)/Applicant:</b>	Family Healthcare Center	<b>Engineer:</b>	Houston Engineering Inc.
<b>Entitlements Requested:</b>	Minor Subdivision (Replat of part of Lot 5 and all of Lots 6-12, Block 3, Keeney & Devitts Addition, to the City of Fargo, Cass County, North Dakota.)		
<b>Status:</b>	City Commission Consent Agenda: September 29th, 2025		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Medical Office	<b>Land Use:</b> No Change
<b>Zoning:</b> DMU, Downtown Mixed-Use	<b>Zoning:</b> No Change
<b>Uses Allowed:</b> DMU, Downtown Mixed-Use allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.	<b>Uses Allowed:</b> No Change
<b>Maximum Lot Coverage Allowed:</b> 100%	<b>Maximum Lot Coverage Allowed:</b> No Change

**Proposal:**

*PROJECT NOTE: A nearly identical plat was recommended for approval by your Commission at the June 3<sup>rd</sup>, 2025 Planning Commission meeting. That plat was approved by the City Commission at their July 7<sup>th</sup>, 2025 meeting. Prior to recordation of that plat, the applicant resolved the matter of an encroachment into the neighboring property to the west through the recordation of a quit-claim deed. The applicant decided to submit a new application for a subdivision that included the quit-claimed area. The original plat, also called Family Healthcare Center Addition, was not recorded, so the name can be used again.*

The applicant has requested one entitlement:

1. A minor subdivision, entitled **Family Healthcare Center Addition**, a replat of part of Lot 5 and all of Lots 6-12, Block 3, Keeney & Devitts Addition, to the City of Fargo, Cass County, North Dakota.

**Surrounding Land Uses and Zoning Districts:**

- North: DMU, Downtown Mixed-Use with Vehicle Repair;
- East: DMU, Downtown Mixed-Use with Office;
- South: DMU, Downtown Mixed-Use with Household Living and Office;
- West: DMU, Downtown Mixed-Use with Parking, Commercial.



**Area Plans:**

The Fargo Growth Plan 2024 designates the place type of the subject property as Downtown / Core. The Downtown InFocus plan identifies the property as "Commercial." The current zoning is DMU, Downtown Mixed-Use, which matches this place type designation.

**Context:**

**Neighborhood:** The subject property is located within the Downtown Neighborhood.

**Schools:** The subject property is located within the Fargo School District and is served by Horace Mann and Roosevelt elementary, Ben Franklin middle and North high schools.

**Parks:** The subject property is located approximately 0.25 miles south from Broadway Square. Amenities include green space in the summer, picnic tables, live music, kid friendly events, ice rink in the winter, and warming houses. The subject property is also located approximately 0.25 miles north of Island Park. Amenities include outdoor pool, basketball courts, cross country ski trails, grill, handball court, picnic tables, playgrounds for ages 2-5, and 5-12, recreational trails, restrooms, a shelter that can be reserved and tennis courts.

**Pedestrian / Bicycle:** There are bike lanes on both the north and south sides of Northern Pacific Avenue North directly south of the subject property. These bike lanes are components of the metro area bikeways system.

**MATBUS:** The Ground Transportation Center (GTC) is located at 502 Northern Pacific Drive North approximately 0.8 miles from the subject property.

**Staff Analysis:**

The underlying lots in this subdivision were platted in 1882 as part of Keeney & Devitts Addition. These lots have existing structures. The Family Healthcare Center, a medical office use, occupies these structures and has proposed to connect the buildings with a passage way. The subdivision will combine the underlying lots into a single lot so that the structures are not crossing lot lines.

Note that seven of the underlying lots have been deed-combined into three lots. Deed combines are a method some land owners historically used to formalize tax parcel changes. Deed-combined lots are not platted lots. The portion of the eighth underlying lot, Lot 5 of Block 3, was acquired through quitclaim deed from the adjacent property owner to accommodate a building encroachment from the Family Healthcare Center building at 313 Northern Pacific Avenue North into Lot 5.

The proposed subdivision was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

**Minor Subdivision**

The LDC stipulates that the following criteria is met before a minor plat can be approved:

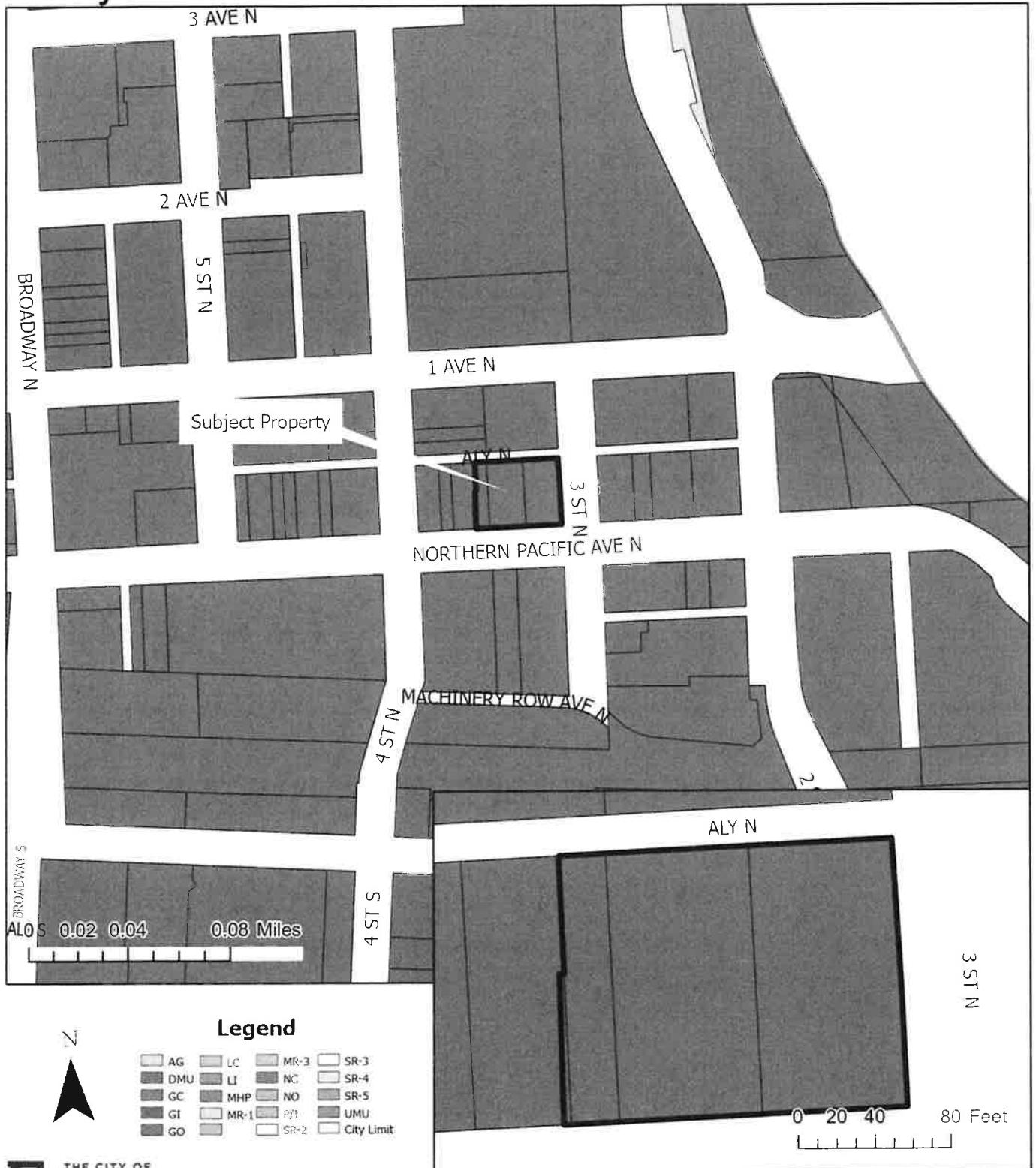
1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.** The current zoning of the subject property is DMU, Downtown Mixed-Use and no zone change is proposed. The zoning is consistent with the Fargo Growth Plan 2024 designation of "Downtown /

<p>Core” place type and Downtown InFocus plan for “Commercial”. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no inquiries about the proposal. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments. <b>(Criteria Satisfied)</b></p>
<p><b>2 Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</b></p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the City’s Infrastructure Funding Policy, which may include the use of special assessments. <b>(Criteria Satisfied)</b></p>
<p><b>Staff Recommendation:</b></p>
<p>Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, <b>Family Healthcare Center Addition</b>, as presented, as the proposal complies with the Fargo Growth Plan 2024, Downtown InFocus Plan, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code”.</p>
<p><b>Planning Commission Recommendation: September 4th, 2025</b></p>
<p>At the September 4<sup>th</sup>, 2025 Planning Commission hearing, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, <b>Family Healthcare Center Addition</b>, as presented, as the proposal complies with the Fargo Growth Plan 2024, Downtown InFocus Plan, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code</p>
<p><b>Attachments:</b></p>
<ol style="list-style-type: none"> <li>1. Zoning Map</li> <li>2. Location Map</li> <li>3. Preliminary Plat</li> </ol>

# Minor subdivision

## Family Healthcare Center Addition

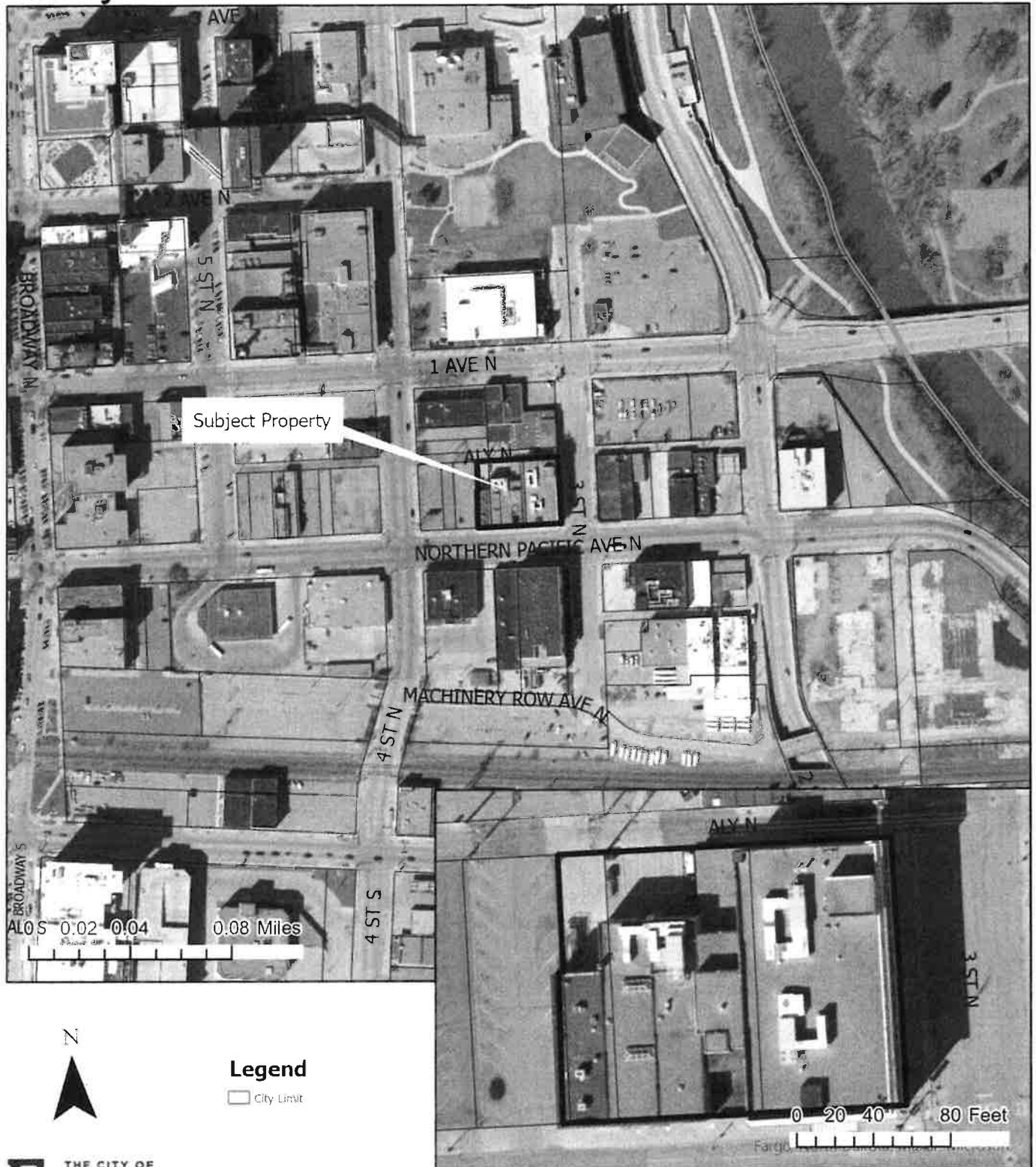
301, 307, 309, 313, and  
317 Northern Pacific Avenue North



## Minor subdivision

### Family Healthcare Center Addition

301, 307, 309, 313, and  
317 Northern Pacific Avenue North



Fargo Planning Commission  
September 4, 2025

# FAMILY HEALTHCARE CENTER ADDITION

## A MINOR SUBDIVISION BEING A REPLAT OF A PORTION OF LOT 5 AND ALL OF LOTS 6, 7, 8, 9, 10, 11 & 12, BLOCK 3, KEENEY & DEVIIT'S ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE AND DEDICATION  
KNOW ALL PERSONS BY THESE PRESENTS: That Family Healthcare Center, a North Dakota nonprofit corporation, is the owner and proprietor of the following described tract of land:  
The East 7.00 feet of the South 80.50 feet of Lot 5 and all of Lots 6, 7, 8, 9, 10, 11 & 12, Block 3, Keeney & Devitt's Addition to the City of Fargo, Cass County, North Dakota

Said tract contains 0.566 acres, more or less.  
And that said party has caused the same to be surveyed and platted as FAMILY HEALTHCARE CENTER ADDITION to the City of Fargo, Cass County, North Dakota

OWNER  
Family Healthcare Center, a North Dakota nonprofit corporation

Margaret Asheim, Chief Executive Officer  
State of North Dakota ) ss  
County of Cass ) ss

On this 21<sup>st</sup> day of August, 2025, before me personally appeared Margaret Asheim, Chief Executive Officer of Family Healthcare Center, a North Dakota nonprofit corporation, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as

Notary Public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT  
I, Curtis A. Sharpick, Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a true and correct representation of the survey of said land as shown on the ground and as the same is shown on the plat of said land as shown in the ground as shown.

Dated this 28<sup>th</sup> day of August, 2025  
Curtis A. Sharpick, Professional Land Surveyor No. 4723

State of North Dakota ) ss  
County of Cass ) ss

On this 28<sup>th</sup> day of August, 2025, before me personally appeared Curtis A. Sharpick, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as

Notary Public

CITY ENGINEER'S APPROVAL:

Approved by the Fargo City Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Tom Krasimura, PE, City Engineer

State of North Dakota ) ss  
County of Cass ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Tom Krasimura, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as

Notary Public

FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 4<sup>th</sup> day of September, 2025

Margaret R. Tessa, Chair  
Fargo Planning Commission

State of North Dakota ) ss  
County of Cass ) ss

On this 4<sup>th</sup> day of September, 2025, before me personally appeared Margaret R. Tessa, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission

Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and obtained filed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Timothy J. Marquardt, Mayor

State of North Dakota ) ss  
County of Cass ) ss

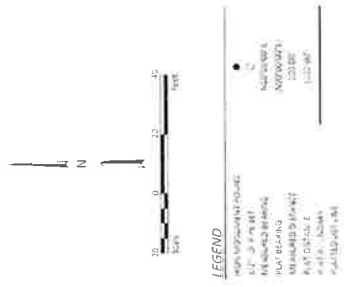
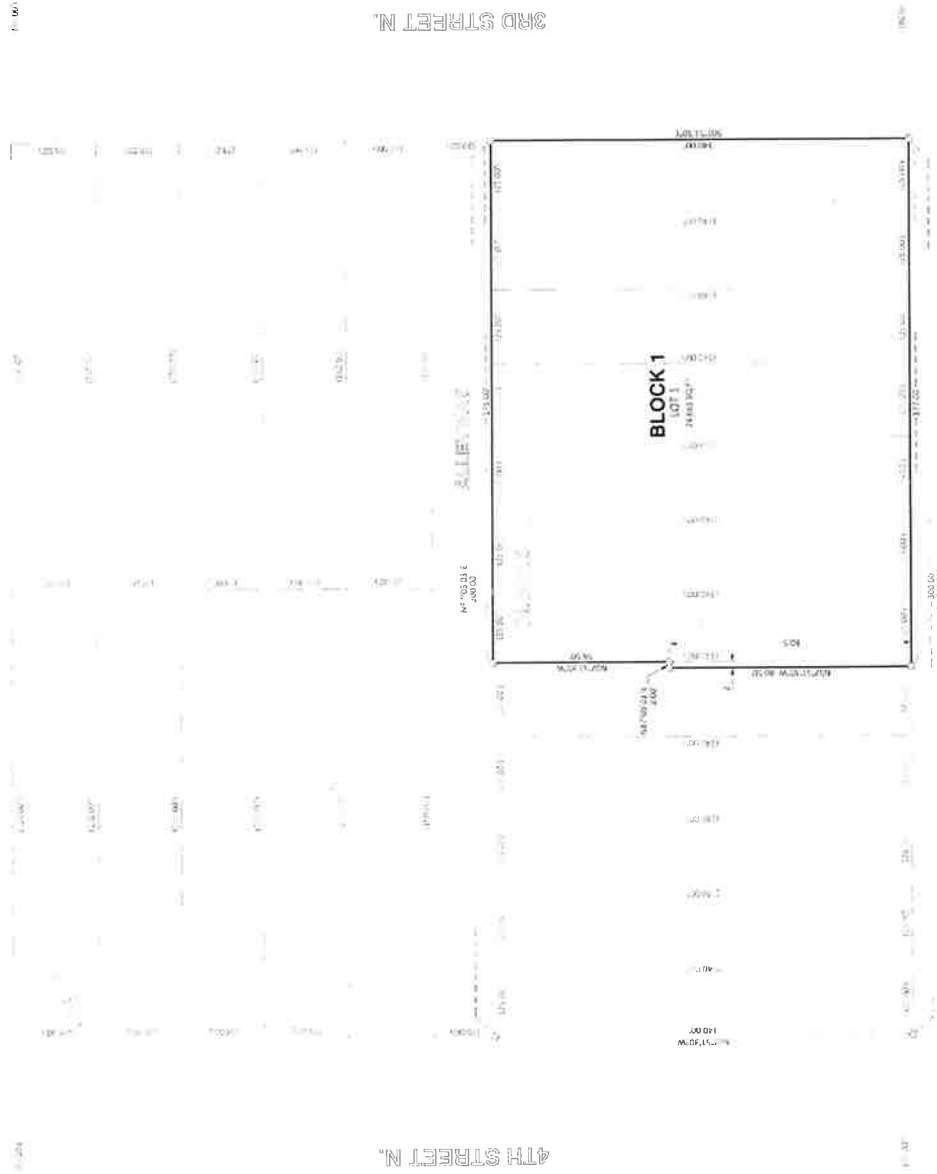
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Timothy J. Marquardt, Mayor, City of Fargo, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the City of Fargo

Notary Public

# FAMILY HEALTHCARE CENTER ADDITION

A MINOR SUBDIVISION  
BEING A REPLAT OF A PORTION OF LOT 5 AND ALL OF LOTS 6, 7, 8, 9, 10, 11 & 12,  
BLOCK 3, KEENEY & DEVITT'S ADDITION  
TO THE CITY OF FARGO,  
CASS COUNTY, NORTH DAKOTA

FIRST AVENUE N.



ALL LOTS, BLOCK 3, KEENEY & DEVITT'S ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA  
ARE BEING REPLATED



NORTHERN PACIFIC AVENUE N.

SECTION LINE

30

MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR**  
**KRISTI SYLSKAR, HUD GRANT ADMINISTRATOR**

**DATE: SEPTEMBER 24, 2025**

**RE: 2025 CDBG & HOME FUNDING AGREEMENTS**

City of Fargo has received annual grant agreements from U.S. Department of Housing and Urban Development (HUD). City of Fargo will receive the following allocations in the form of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds. These funds were allocated in the 2025 HUD Action Plan, which was approved by City Commission on July 21, 2025.

- \$874,861.00 in CDBG (CFDA #14.218 – grant number B-25-MC-38-0001)
- \$457,303.60 in HOME (CFDA #14.239 – grant number M-25-MC-38-0220)

**RECOMMENDED MOTION:** Accept and receive the 2025 Community Development Block Grant and HOME Investment Partnerships Program allocations to City of Fargo from U.S. Department of Housing and Urban Development.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT**  
**FEDERAL AWARD AGREEMENT**

**A. General Federal Award Information**

1. Recipient name (must match Unique Entity Identifier name) and address: City of Fargo 225 4TH STREET FARGO, ND 58102-4817	12. Assistance listing number and title: <ul style="list-style-type: none"> <li>14.218, Community Development Block Grant Program for Entitlement Communities</li> <li>14.225, Community Development Block Grant Program for Insular Areas</li> <li>14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii</li> </ul>
2. Recipient's Unique Entity Identifier: K2QIQZVH5PM6	13. Amount of federal funds obligated by this action: \$874,861.00
3. Tax identification number: 456002069	14. Total amount of federal funds obligated: \$874,861.00
4. Federal Award Identification Number (FAIN): B25MC380001	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$874,861.00 <b>9/23/2025</b>
6. Period of performance start and end date: 10/1/2024 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2024 - See Addendum 2	18. Fiscal year: 2025
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information: <b>Samuel L. Potter    Acting CPD Director</b>	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. <ul style="list-style-type: none"> <li>Addendum 1. Policy Requirements</li> <li>Addendum 2. Program-Specific Requirements</li> <li>Addendum 3. Indirect Cost Rate Schedule</li> </ul>	

*Authority and Agreement.* This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Community Development Block Grant program statute 42 U.S.C. 5301 et seq., the program regulations at 24 C.F.R. § 570 (as now in effect and as may be



## U.S. Department of Housing and Urban Development — Federal Award Agreement

amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

### B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
  - ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
  - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
  - ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
  - ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in

## U.S. Department of Housing and Urban Development — Federal Award Agreement

such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

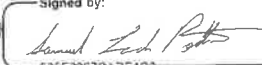
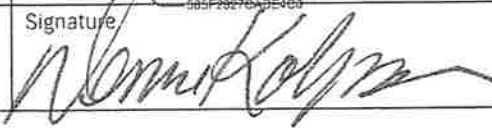
### C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

## U.S. Department of Housing and Urban Development — Federal Award Agreement

## D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official) <b>Samuel L. Potter     Acting CPD Director</b>	Signature <div>Signed by:  B3076A4B-A485-4673-ABF2-6430FC7B4E83</div>	Date <b>9/23/2025</b>
For the Recipient (name and title of authorized official) Denise Kolpack, Deputy Mayor, City of Fargo	Signature 	Date 09.22.2025

## U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 1. POLICY REQUIREMENTS**

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1643) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 13768, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

## U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS****Assistance Listing 14.218, Community Development Block Grant Program for Entitlement Communities****Assistance Listing 14.225, Community Development Block Grant Program for Insular Areas****Assistance Listing 14.228, Community Development Block Grant Program for States and Non-Entitlement Grants in Hawaii**

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.
2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107-118) shall be considered a public use for purposes of eminent domain.
3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.
4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.
5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.
6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

U.S. Department of Housing and Urban Development — Federal Award Agreement

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2025	\$874,861.00	9/30/2033	9/30/2033

## U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 3. INDIRECT COST RATE SCHEDULE**

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT**  
**FEDERAL AWARD AGREEMENT**

**A. General Federal Award Information**

1. Recipient name (must match Unique Entity Identifier name) and address: City of Fargo 225 4TH STREET FARGO, ND 58102-4817	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: K2QJQZVH5PM6	13. Amount of federal funds obligated by this action: \$457,303.60
3. Tax identification number: 456002069	14. Total amount of federal funds obligated: \$457,303.60
4. Federal Award Identification Number (FAIN): M25MC380220	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$457,303.60
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7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information: <b>Samuel L. Potter      Acting CPD Director</b>	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families.  <ul style="list-style-type: none"> <li>• Addendum 1. Policy Requirements</li> <li>• Addendum 2. Program-Specific Requirements</li> <li>• Addendum 3. Indirect Cost Rate Schedule</li> </ul>	

*Authority and Agreement.* This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).



## U.S. Department of Housing and Urban Development — Federal Award Agreement

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  - ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
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12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
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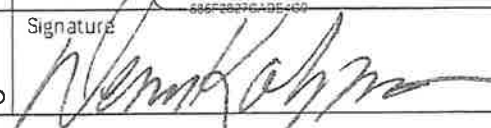
### C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

### D. Specific Terms and Conditions

Not applicable ☒ Attached ☐

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official) <b>Samuel L. Potter     Acting CPD Director</b>	Signature <div>Signed by:  836F28276A9B260</div>	Date <b>9/23/2025</b>
For the Recipient (name and title of authorized official) <b>Denise Kolpack, Deputy Mayor, City of Fargo</b>	Signature 	Date 09.22.2025

## U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 1. POLICY REQUIREMENTS**

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

## U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS****Assistance Listing 14.239, HOME Investment Partnerships Program**

1. For the purposes of this Agreement and any applicable addenda, the term "recipient" shall have the meaning of "grantee", "participating jurisdiction" as defined in 24 C.F.R. 92.2., or "insular area" as defined in 24 C.F.R. 92.2.
2. *Community Housing Development Organizations (CHDOs).* When 42 U.S.C. 12771(b) is suspended by a given year's appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient's HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD's execution of this Agreement.
3. *Commitment.* When 42 U.S.C. 12749(g) is suspended by a given year's appropriations, the Recipient's ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction's HOME Investment Trust Fund.
4. *Deobligations.* To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.
5. *State Environmental Review.* If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a "State recipient", as that term is defined in 24 CFR 92.2, then the Recipient must require that the "State recipient" shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the "State recipient" shall not assume the Recipient's responsibilities for release of funds under 24 CFR 92.352.
6. *Reallocations.* All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent.
7. *Repayments.* The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.
8. *Cost Sharing.* This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient's award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either Box 15 or Box 16 of this Agreement.

U.S. Department of Housing and Urban Development — Federal Award Agreement

9. *Funding Information:*

Source of Funds	Appropriation Code	PAS Code	Amount
2023	86 3/6 0205	HMF (M)	\$2,272.07
2024	86 4/7 0205	HMF (N)	\$1,705.30
2025	86 5/8 0205	HMF (P)	\$453,326.23

## U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 3. INDIRECT COST RATE SCHEDULE**

As the duly authorized representative of the Recipient, I certify that the Recipient:

- ☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).



**PURCHASE OF SERVICE AGREEMENT WITH  
F5 PROJECT**

HEALTH PROMOTION - TOBACCO

TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and F5 PROJECT (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to: advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$8,000. This includes \$3,000 peer supports specialist time, \$2,250 care coordinator time, \$1,000 educational materials, \$1,000 group session supplies, \$750 grant administration. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and F5 PROJECT shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

**F5 PROJECT**

By Jenna Mueller 9.23.25  
Jenna Mueller Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

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








# Agreement for F5 Project 6.19.2026

Final Audit Report

2025-09-23

Created:	2025-09-22
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJARHRy4_JTcJiNJZ8qk5M7MpCy2tHNeH

## "Agreement for F5 Project 6.19.2026" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2025-09-22 - 11:02:45 PM GMT
-  Document emailed to Jenna Mueller (jenna@f5project.org) for signature  
2025-09-22 - 11:02:57 PM GMT
-  Email viewed by Jenna Mueller (jenna@f5project.org)  
2025-09-22 - 11:05:39 PM GMT
-  Document e-signed by Jenna Mueller (jenna@f5project.org)  
Signature Date: 2025-09-23 - 3:59:29 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-23 - 3:59:29 PM GMT



**PURCHASE OF SERVICE AGREEMENT WITH**  
**CANOPY MEDICAL CLINIC**

HEALTH PROMOTION - TOBACCO  
TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and Canopy Medical Clinic (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to: advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$6,000. This includes \$600 for supplies, \$1,400 for education, \$1,500 for cessation medication appointments, and \$2,500 for program management. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and Canopy Medical Clinic shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**Canopy Medical Clinic**

By Heidi Selzler-Echola 09/17/20285  
Heidi Selzer-Echola Date

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







# Agreement for Canopy Medical Clinic 6.19.2026

Final Audit Report

2025-09-17

Created:	2025-09-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZCI0Xdwj7azeJyT-emDCGeEJCbyYuqxG

## "Agreement for Canopy Medical Clinic 6.19.2026" History

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2025-09-17 - 3:36:59 PM GMT
-  Document emailed to hechola@canopymedicalclinic.com for signature  
2025-09-17 - 3:37:07 PM GMT
-  Email viewed by hechola@canopymedicalclinic.com  
2025-09-17 - 3:37:37 PM GMT
-  Signer hechola@canopymedicalclinic.com entered name at signing as Heidi Selzler-Echola  
2025-09-17 - 3:39:13 PM GMT
-  Document e-signed by Heidi Selzler-Echola (hechola@canopymedicalclinic.com)  
Signature Date: 2025-09-17 - 3:39:15 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-17 - 3:39:15 PM GMT





**PURCHASE OF SERVICE AGREEMENT WITH  
NEW LIFE CENTER**

HEALTH PROMOTION - TOBACCO  
TERM: 9/16/2025 TO 06/20/2026 Page 1 of 1

**THIS AGREEMENT**, effective the 16th day of September 2025, by and between Fargo Cass Public Health (FCPH); and New Life Center (Independent Contractor).

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

- A. Term of Agreement:** The term of this Agreement shall be for the period of September 16, 2025, through June 20, 2026.
- B. Services to be provided by an independent contractor:** Working in collaboration with FCPH, the independent Contractor will function as the Project Manager in implementing tobacco prevention, control, and cessation activities to reduce tobacco-related disparities and social norms among specific population groups. Duties will include but are not limited to: advance health equity by administering appropriate treatment to help clients quit and provide the tools and resources for clients to maintain cessation, reduce tobacco-related disparities by educating clients, staff, and the community on the harms of tobacco and the importance of effective prevention and intervention methods.
- C. Reimbursement:** The independent contractor shall be reimbursed up to a total of \$4,955. This includes \$1,982 for NRT (must have a signed standing order by your Medical Director), \$1,250 for TTS training, and \$1,723 for urine analysis kits. Invoices must be submitted with progress reports. The final invoice is due on June 19, 2026.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The Independent Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.
- F. Progress Reports:** FCPH, shall throughout the effective dates of this agreement conduct ongoing evaluation of the Independent Contractor's performance in carrying out their tobacco prevention, control, and cessation services. Such evaluation may include, but not be limited to, periodic visits by departmental representatives to review progress made by Independent Contractor in accomplishing stated goal/objectives. Independent Contractor will submit written reports and forms provided by FCPH. Progress reports shall be submitted by 3:00 PM on November 21, 2025, February 27, 2026, and June 19, 2026.

**Special Considerations:**

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and New Life Center shall not be deemed an employee of FCPH for any purpose.
- B.** The laws of the State of North Dakota shall govern this Agreement. The Parties hereby certify that the above assurances and provisions of service have been reviewed, and the Parties agree upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by FCPH and the City of Fargo to receive payment for services will be completed as needed.

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

**Fargo Cass Public Health**

By Jenn Faul 9/16/2025  
Jenn Faul, Director of Public Health Date

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo Date

**New Life Center**

By Amy Gedrose 09/17/2025  
Amy Gedrose Date

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






# Agreement for New Life Center 6.19.2026

Final Audit Report

2025-09-17

Created:	2025-09-17
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgROXCJxhBFKTTU-KsOomxE0zTRQWw35B

## "Agreement for New Life Center 6.19.2026" History

-  Document created by Lori Sall (lsall@FargoND.gov)  
2025-09-17 - 3:34:00 PM GMT
-  Document emailed to Amy Gedrose (amy.gedrose@fargonlc.org) for signature  
2025-09-17 - 3:34:11 PM GMT
-  Email viewed by Amy Gedrose (amy.gedrose@fargonlc.org)  
2025-09-17 - 3:37:42 PM GMT
-  Document e-signed by Amy Gedrose (amy.gedrose@fargonlc.org)  
Signature Date: 2025-09-17 - 3:38:59 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-17 - 3:38:59 PM GMT



THE FARGO POLICE DEPARTMENT  
CHIEF DAVID B. ZIBOLSKI  
105 25th Street North  
Fargo, ND 58102-4002  
Main Line: 701.235.4493 | Fax: 701.297.7789  
FargoPolice.com

31

**COPY**

September 24, 2025

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: Acceptance of North Dakota Department of Transportation Grant Funding for Occupant Protection, Impaired Driving, Distracted Driving Enforcement, Speed Enforcement and Underage Drinking Enforcement and Education Activities (CFDA #20.600, 20.608 and 20.616).

Dear Commissioners:

The North Dakota Department of Transportation is again offering to provide Fargo Police Department with grant funding for the purpose of conducting occupant protection, impaired driving, distracted driving, speed enforcement and underage drinking enforcement and education activities. The funding made available through the National Highway Traffic Safety Administration (NHTSA) is intended to reimburse the Police Department for overtime expenses associated with having officers work extra hours towards conducting the enforcement and education activities.

The Department of Transportation is making a total of \$53,000 in grant money available to the Police Department, \$16,000 is intended for impaired driving enforcement. The remaining grant funding is \$10,000 to be used for occupant protection enforcement, \$3,000 for underage drinking enforcement, \$12,000 for speed enforcement, and \$12,000 for distracted driving enforcement. There is no requirement for the City of Fargo to match any of the grant funding provided.

**Recommended Motion:**

*Sign the North Dakota Department of Transportation Traffic Safety Contract, accept the grant funding in the amount of \$53,000 and adjust Police Department's budget line items as follows:*

- *Occupant Protection: Account # 101-5045-411-11-01 – PD11 in the amount of \$10,000*
- *Underage Drinking Account # 101-5045-411-11-01 – PD12 in the amount of \$3,000*
- *Impaired Driving Account # 101-5045-411-11-01 – PD31 in the amount of \$16,000*
- *Distracted Driving Account # 101-5045-411-11-01 – PD37 in the amount of \$12,000*
- *Speed Enforcement Account# 101-5045-411-11-01 – PD36 in the amount of \$12,000*

Please contact me if you have any questions regarding the grant funding or the Police Department's budget adjustment request.

Sincerely,

David B. Zibolski  
Chief of Police

Cc: Susan Thompson, Finance Director



## Fargo Police Department

### Memorandum

**To:** Chief David Zibolski

**From:** Kathy Lormis

**Date:** September 24, 2025

**RE:** Acceptance of North Dakota Department of Transportation Grant Funding

---

We have applied for North Dakota Department of Transportation Grant Funding for the fiscal year of 10/1/25 – 9/30/26. We have applied for these grants each year.

The Fargo Police Department has been offered funding in following areas:

Occupant Protection-Seatbelt Enforcement: Award amount is \$10,000  
Underage Drinking Enforcement: Award amount is \$3,000  
Impaired Driving Enforcement: Award amount is \$16,000  
Distracted Driving Enforcement: Award amount is \$12,000  
Speed Enforcement: Award amount is \$12,000

The North Dakota Department of Transportation is making a total of \$53,000 in grant money available to the Police Department. There is no requirement for the City of Fargo to match any of the grant funding provided.

Attached please find the letter to the Board of City Commissioners and NDDOT Awarded Contract. Please submit the letter and award for Commission review/approval.

Respectfully,

A handwritten signature in blue ink that reads "Kathy Lormis".

Kathy Lormis  
Payroll and Procurement Assistant

**MEMO:** Ronald J. Henke  
Director

**FROM:** Sheila Kitzan  
Highway Safety Division

**DATE:** September 8, 2025

**SUBJECT:** Contract Explanation

The purpose of this contract is to provide funding to the Fargo Police Department to participate in the statewide law enforcement overtime programs.

The total contract budget is \$53,000.00.

The contact person is Sheila Kitzan (328-2402).

12/slk  
Attachment



NDDOT Contract No. 12251138  
Project No. OP2605-05-00, SC2607-04-00,  
ID2610-02-00, DD2611-02-00, & ID2610-12-00

**North Dakota Department of Transportation  
HIGHWAY SAFETY CONTRACT**

**Federal Award and Subrecipient Information**

**Subrecipient Name:** City of Fargo  
**Subrecipient UEI No.:** K2QJQZVH5PM6  
**Applicant Agency:** Fargo Police Department

**NDDOT Awarding Official:** Karin Mongeon, Highway Safety Division Director  
**Telephone:** (701)328-4434  
**Email:** kamongeon@nd.gov

**ALN No.:** 20.600, 20.616, and 20.608

**ALN Title:** State and Community Highway Safety, National Priority Safety Programs, and Minimum Penalties for Repeat Offenders for Driving While Intoxicated

**Federal Agency Telephone:** 720-963-3100  
**Federal Agency Email:** NHTSA.region8@dot.gov

**Awarding Federal Agency:** National Highway Traffic Safety Administration  
**Federal Agency Contact Information:** Gina Espinosa-Salcedo

**AWARD NAME:** Click it or Ticket & Speed Enforcement  
**FAIN No.:** 69A37525300004020NDO

**Federal Award Date:** November 25, 2024  
**Total Federal Award Amount:** \$2,867,025.00

**AWARD NAME:** Alcohol and Underage Enforcement  
**FAIN No.:** 69A37525300001640NDA

**Federal Award Date:** May 14, 2025  
**Total Federal Award Amount:** \$942,876.00

**AWARD NAME:** Distracted Driving Enforcement  
**FAIN No.:** 69A3752530000405ENDL

**Federal Award Date:** November 25, 2024  
**Total Federal Award Amount:** \$219,712.94

**Budget Start Date:** October 1, 2025  
**Performance Start Date:** October 1, 2025  
**Indirect Cost Rate:** N/A

**Budget End Date:** September 30, 2026  
**Performance End Date:** September 30, 2026  
**Research & Development Award:** No

**Notice to Subrecipients:** Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo Police Department, hereinafter referred to as the Contractor, whose address is 105 25th Street North, Fargo, North Dakota 58102.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Triennial Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Grant Application which is part of the state's Triennial Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

**Section 1:** The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.



**Section 2:** The term of this contract shall begin October 1, 2025, and shall end September 30, 2026.

**Section 3 - Reimbursement:**

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed \$53,000. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

**Section 4:** Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

**Section 5:** Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

**Section 6:** The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

**Section 7:** The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

**Section 8:** Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

**Section 9:** The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

**Section 10:** The Contractor must have a seat belt use policy, a drug and alcohol driving policy, a distracted driving/texting policy, and a payroll and compensation policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Highway Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.



All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

**Section 11 - Termination:**

- a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
- b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
  - i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
  - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
  - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement:
  - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
  - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

**Section 12:** Contractor may not assign or otherwise transfer or delegate any right or duty without NDDOT's express written consent, provided, however, that Contractor 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 Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom NDDOT is prohibited from conducting business, NDDOT shall have the right to terminate in accordance with the Termination for Cause section of this Contract.

Contractor may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. Contractor is solely responsible for the performance of any subcontractor with whom Contractor contracts. Contractor does not have authority to contract for or incur obligations on behalf of NDDOT.

**Section 13:** The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar



right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

**Section 14:** Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT. If the Contractor does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the Contractor
- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the Contractor seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

**Section 15:** The NDDOT shall conduct pre-award risk assessments of applicants prior to issuing a contract. The Contractor shall conduct risk assessments of their subawardees either before or after making the award to determine the appropriate level of monitoring. The Contractor shall document its procedures for assessing risk and have them available upon NDDOT request.

**Section 16:** The NDDOT shall conduct a risk assessment on the Contractor and the following specific conditions shall be met and/or maintained throughout this agreement.

1. Annual Compliance Review.
2. Submit Receipts/Invoices with each voucher submission.
3. Review audit reports and determine how material any audit findings are in the audit reports and where they pose an increased risk to subrecipients abilities to comply and carry out their Statements of Work.
4. Provide ongoing training and technical assistance on program related areas.

The NDDOT reserves the right to increase the monitoring during the agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

**Section 17:** The Federal awarding agency or pass-through entity and Contractor will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the agreement when it determines that all application administrative actions and all required work have been completed and the agreement has reached its period of performance end date. The Contractor shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement.

**Section 18:** Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.



Public records may include: (a) records NDDOT receives from Contractor under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.

Contractor agrees to contact NDDOT immediately upon receiving a request for information under the public records law and to comply with NDDOT's instructions on how to respond to such request.

**Section 19:** No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

**Section 20:** All work products, and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.

**Section 21:** The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

**Section 22:** All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

**Section 23:** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**Section 24:** The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

**Section 25:** This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

**Section 26:** The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.



EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

City of Fargo

NAME (TYPE OR PRINT)

Timothy Maloney

SIGNATURE

Mayor of Fargo

TITLE

09/24/25

DATE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

HIGHWAY SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 16870 (Div. 12)  
L.D. Approved 7-17-89; 8-20



## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).





## Risk Management Appendix

### **Routine\* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** **State** – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.**

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007  
Revised 6-25



# **AGREEMENT FOR PARTICIPATION IN THE NORTH DAKOTA HIGHWAY SAFETY PLAN**

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## **Attachment 1 – Enforcement Overtime Calendar for FFY 2026**

## **BACKGROUND**

The North Dakota Department of Transportation’s (NDDOT) Highway Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Highway Safety Division receives and provides state and federal funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the Triennial Highway Safety Plan. This contract will assist in achieving the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public’s knowledge and understanding of roadway safety and strategies.

The purpose of this contract is to provide funding to the **Fargo Police Department** (hereinafter referred to as the Contractor) to participate in the statewide enforcement programs listed below:

# OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK

## PROJECT NO. OP2605-05-00

The *Click It or Ticket (CIOT)* enforcement campaign exists to increase occupant protection (OP) use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor may **only** work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled periods.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for driving behaviors and safety measures.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

# IMPAIRED DRIVING (ID) ENFORCEMENT SCOPE OF WORK

## PROJECT NO. ID2610-02-00

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter impaired driving (ID) through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

The Contractor is required to work during the scheduled ID enforcement periods as outlined in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period of the contract period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per enforcement period, except for the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Conduct a minimum of four shifts (no minimum number of hours per shift) during the dates identified as the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every three years. The Contractor must provide verification of the completed training upon request by the Highway Safety Division for each officer conducting overtime enforcement through the grant.
- Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the Contractor's jurisdiction. Data indicates this would typically be at night on weekends and holidays, or during special community events justifying the need for additional traffic enforcement. Some jurisdictions may have varying times based on demographics (e.g., college communities).
- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

# UNDERAGE DRINKING (UA) ENFORCEMENT SCOPE OF WORK

## PROJECT NO. ID2610-12-00

The underage drinking (UA) enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

*Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses). **These funds may not be used for food or refreshment.***

Activities under this program are for Non-Saturation events only. The Contractor is required to work two (2) scheduled UA enforcement periods chosen by your agency and relay plans to the Highway Safety Division. The Contractor may conduct additional non-saturation enforcement activity beyond the two (2) scheduled required calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional non-saturation enforcement. The Contractor must notify the Highway Safety Division of the additional non-saturation enforcement activity before conducting the additional non-saturation enforcement activity.

### **Qualifying Non-Saturation Events include:**

*The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.*

- **Compliance Checks** — Compliance Checks must utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premises sites (bars, restaurants, clubs, etc.) and off-premises businesses (convenience stores, grocery stores, gas stations, etc.).
- **Shoulder Tap** — Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.
- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.
- **Evidence-Based Alcohol Prevention Educational Awareness Program** — Evidence-based curricula have been proven to be effective in reducing underage drinking and driving. Examples of evidence-based programs include but are not limited to Lifeskills Training, Positive Action, and D.A.R.E. (Drug Abuse Resistance Education). Costs eligible for reimbursement are the purchase of educational presentation videos, or printing of teaching guides, workbooks for students, and educational tools. Please contact the

## OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – December 11, 2025	12/16/2025	1/31/2026
*May 1 – May 31, 2026	6/5/2026	<b>6/30/2026</b>

\*May 18 – May 31, 2026, is the **National “Click It or Ticket” (CIOT) Enforcement Campaign**

### **Special Note**

June 30th marks the end of the state fiscal year. It is essential that all reimbursement vouchers are submitted by this date. Late submissions may not be eligible for reimbursement.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for the full Scope of Work.

## IMPAIRED DRIVING (ID) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*December 12, 2025 – January 31, 2026	2/5/2026	3/15/2026
March 1 – March 31, 2026	4/5/2026	5/15/2026
<b>**August 14 – September 7, 2026</b>	9/6/2026	10/15/2026

\*December 12, 2025 – January 1, 2026, is the National "Drive Sober or Get Pulled Over" (DSOGPO) Campaign. ND extends the enforcement campaign until January 31, 2026.

\*\*August 14– September 7, 2026, is the National "Drive Sober or Get Pulled Over" Campaign. **This DSOGPO campaign requires a minimum of four (4) shifts to be worked.**

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Contract for the full Scope of Work.



### SPEED (SP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
July 1 – August 9, 2026	8/14/2026	9/15/2026

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Contractor may not work any other dates for the speed enforcement campaign.

Please refer to the Contract for the full Scope of Work.

## DISTRACTED DRIVING (DD) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*April 1 – 30, 2026	5/5/2026	6/15/2026
September 1 – 30, 2026	10/5/2026	10/31/2026

\*April 1 – 30, 2026 coincides with the National Distracted Driving Awareness Month campaign.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Contract for the full Scope of Work.

## Appendix B

### Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

*[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

State: North Dakota

Fiscal Year: 2026

**By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:**

#### **GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

#### **INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

#### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, ([https://www.fsr.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSR.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
  - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

## **NONDISCRIMINATION**

### **(applies to subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

### **GENERAL ASSURANCES**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) <sup>[1]</sup> in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

- structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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



- Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**

**INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

- erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
  6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
  7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
  8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
  9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **BUY AMERICA**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

### **CERTIFICATION ON CONFLICT OF INTEREST**

**(applies to subrecipients as well as States)**

#### **GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

#### **DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

## POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

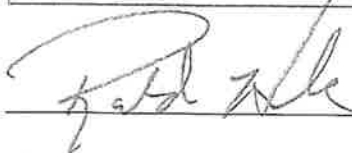
## SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
  - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
  - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

**I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.**

Click here to validate form fields and permit signature



7/30/25

Signature Governor's Representative for Highway Safety

Date

Ronald J. Henke

Printed name of Governor's Representative for Highway Safety





Certificate Of Completion

Envelope Id: 2FDB0197-2A26-41F5-A1BE-1849D50052EE  
Subject: PD Fargo Contract #12251138  
Contract Number: 12251138  
PCN:  
Source Envelope:  
Document Pages: 40  
Certificate Pages: 3  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
  
Envelope Originator:  
Sheila Kitzan  
608 E Boulevard Ave  
Bismarck, ND 58505  
skitzan@nd.gov  
IP Address: 165.234.92.121


Record Tracking

Status: Original 9/16/2025 9:18:56 AM	Holder: Sheila Kitzan skitzan@nd.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD	Location: Docusign

Signer Events

Nicole Lagasse  
nmlagasse@nd.gov  
Assistant CFO  
Security Level: Email, Account Authentication (None), Authentication

Signature

  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.253.12

Timestamp

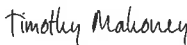
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Transaction: 351d6322-2ed4-4761-865e-605480f6e4ae  
Result: passed  
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Type: SMSAuth  
Performed: 9/16/2025 3:00:27 PM  
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

Timothy Mahoney  
TMahoney@FargoND.gov  
Mayor of Fargo  
City of Fargo  
Security Level: Email, Account Authentication (None)

  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 165.234.101.170

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Signed: 9/24/2025 3:27:56 PM

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

Kember Anderson  
KAnderson@FargoND.gov  
Mayor  
City of Fargo  
Security Level: Email, Account Authentication (None)

Sent: 9/24/2025 3:27:59 PM

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

Signer Events

Karin Mongeon  
kamongeon@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Clint Morgenstern  
cdmorgenstern@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Robin R. Rehborg  
rrehborg@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Laureen M. Martin  
lmartin@nd.gov  
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(None), Authentication  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Sheila Kitzan  
skitzan@nd.gov  
North Dakota Highway Patrol  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Agent Delivery Events

Kathy Lormis  
klormis@fargond.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Intermediary Delivery Events

Certified Delivery Events

Sheila Kitzan  
skitzan@nd.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events

Signature

Signature

Status



Using IP Address: 165.234.253.7

Status



Using IP Address: 165.234.101.171

Status

Status

Status

Timestamp

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Timestamp

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Timestamp

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DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Kelly Aberle kaberle@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Steve Sprague SSprague@FargoND.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2025 9:19:24 AM
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Envelope Updated	Security Checked	9/24/2025 3:10:35 PM
Envelope Updated	Security Checked	9/24/2025 3:10:35 PM
Payment Events	Status	Timestamps

Highway Safety Division Program Manager, to determine if officer time is eligible for reimbursement (regular time is not reimbursable).

- Educational tools may be purchased with grant funds. Agencies choosing to purchase or use educational tools must provide an explanation of how they will be incorporated into activities (e.g., classroom presentations, community events, school assemblies, traffic safety fairs), the frequency of use, and the settings in which they will be used. A written report summarizing activities involving the educational tools must be submitted at the end of each grant year.

**Promotional items are not an allowable expense.**

During each fiscal year of the contract, the Contractor must:

- Conduct a minimum of two (no minimum number of hours per shift) **planned** non-saturation events. Provide the Highway Safety Division a calendar of scheduled events for the fiscal year that identifies the type of events to be conducted and when.
- Determine the best enforcement strategy (e.g., shoulder tap, server training or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the Contractor's jurisdiction.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers within five days after completing the event.
- For evidence-based activities, documentation of actual curricula expenses need to be supported by an invoice when submitting a voucher for reimbursement. A voucher can be submitted through the Law Enforcement Web Reporting System.
- Submit a reimbursement voucher by within 45 days after completing the event.

# DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK

## PROJECT NO. DD2611-02-00

The distracted driving (DD) enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – **not warnings** – when observing a driver violating North Dakota's DD law. This is to assure the integrity of the *Put the Phone Away or Pay* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

## SPEED (SC) ENFORCEMENT SCOPE OF WORK

### PROJECT NO. SC2607-04-00

The speed (SC) enforcement campaign exists to decrease speed violations through heightened enforcement of speeding laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and decrease excessive speed.

Participating law enforcement agencies are required to work overtime during scheduled Speed campaigns to achieve high visibility within their jurisdictions to deter motorists from driving above the posted speed limits.

The Contractor may **only** work during the scheduled speed enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled period.

During each identified enforcement period, the Contractor must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of highest number of speed-related serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the Contractor to determine these locations based on North Dakota (ND) crash data.
- Issue Citations – **not warnings** – for driving above the posted speed limits. This is to assure the integrity of the *Speeding Slows You Down* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility in driving behaviors and safety measures.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the heightened enforcement of speeding laws during the enforcement period.

## REPORTING AND AUDIT REPORTING/ALL PROJECTS

### **Reporting**

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Highway Safety Division per the schedule referenced in the previous enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

*An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.*

Because the law enforcement overtime programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Highway Safety Division immediately.

### **Audit Reporting**

A non-federal entity that expends \$1,000,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F.

Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form.
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

# NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS

## **NDDOT Responsibilities**

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

## **Reimbursement**

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Highway Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate.

***At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 12 for any services or purchases that took place on or before June 30. Vouchers received after July 12 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.***

The final reports/vouchers for all projects are due no later than November 14, 2026. ***Vouchers received after November 14, 2026, will not be reimbursed.***

## **Other Requirements**

In accordance with 23 CFR Part 1300 Appendix C, the Contractor, as a representative of its political subdivision, requests the benefit of the NDDOT Highway Safety Division coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The NDDOT Highway Safety Division will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing the contract, the Contractor signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting also known as general costs of government. *Funds for programs and services provided through this grant are intended to supplement, **not supplant**, other state or local funding sources.* Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general



expenses required to carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Highway Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Highway Safety Division.

## BUDGETS

### OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

**PROJECT NO. OP2605-05-00 / ALN No. 20.600**

#### DIRECT COSTS

Overtime wages	\$10,000.00
Mileage	\$ 0.00

<b>PROJECT TOTAL</b>	<b><u>\$10,000.00</u></b>
----------------------	---------------------------

#### Participation

Federal	100%	\$10,000.00
State	-	
Local	-	

### IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET

**PROJECT NO. ID2610-02-00 / ALN NO. 20.608**

#### DIRECT COSTS

Overtime wages	\$16,000.00
Mileage	\$ 0.00

<b>PROJECT TOTAL</b>	<b><u>\$16,000.00</u></b>
----------------------	---------------------------

#### Participation

Federal	100%	\$16,000.00
State	-	
Local	-	

## UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET

**PROJECT NO. ID2610-12-00 / ALN NO. 20.608**

### DIRECT COSTS

Overtime wages	\$ 3,000.00
Educational Resources	\$ 0.00
<b>PROJECT TOTAL</b>	<b><u>\$ 3,000.00</u></b>

### Participation

Federal	100%	\$ 3,000.00
State	-	
Local	-	

## DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET

**PROJECT NO. DD2611-02-00 / ALN NO. 20.616**

### DIRECT COSTS

Overtime wages	\$12,000.00
Mileage	\$ 0.00
<b>PROJECT TOTAL</b>	<b><u>\$12,000.00</u></b>

### Participation

Federal	100%	\$12,000.00
State	-	
Local	-	

## SPEED (SC) ENFORCEMENT BUDGET

**PROJECT NO. SC2607-04-00 / ALN NO. 20.600**

### DIRECT COSTS

Overtime wages	\$12,000.00
Mileage	\$ 0.00
<b>PROJECT TOTAL</b>	<b><u>\$12,000.00</u></b>

### Participation

Federal	100%	\$12,000.00
State	-	
Local	-	



**PUBLIC  
WORKS**

32

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

September 22, 2025

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

RE: Replacement of Rooftop AC Unit, Air Handler, Evaporator Coils and Re-Plumbing of Existing  
Broiler Heating Coils for Central Garage (RFP25259)

Commissioners:

On September 12, 2025, three proposals were submitted and two proposals were compliant for the replacement of a rooftop AC unit, air handler, evaporated coils, and re-plumbing of existing broiler heating coils for the Central Garage building.

The results are as follows:

<u>Firm</u>	<u>Cost</u>
J-Tech Mechanical	\$118,760.00
Metropolitan Mechanical Contractors	\$207,419.00

The review committee consisting of Ben Dow, Allan Erickson and Tom Ganje determined that two vendors met the required specifications. Based on the low bid proposal, our recommendation is to award J-Tech Mechanical for the replacement of the rooftop AC unit, air handler, evaporated coils and re-plumbing of the existing broiler heating coils. Funding for this project is included in the 2025 Central Garage Budget.

**SUGGESTED MOTION:**

Approve the recommendation to purchase one (1) Replacement of Rooftop AC Unit, Air Handler, Evaporated Coils and Re-Plumbing of Existing Broiler Heating Coils from J-Tech Mechanical totaling \$118,760.00 (RFP25259).

Respectfully submitted,

Tom Ganje  
Fleet Purchasing Manager

Attachment

**2025 Replacment of Rooftop AC Unit, Air Handler, Evaporator Coils and Re-  
Plumbing of Existing Broiler Heating Coils**

**Central Garage 9/12/2025**

**RFP25259**

	<b>Omni Improvements</b>	<b>J-Tech Mechanical</b>	<b>Metropolitan Mechanical Contractors Inc</b>
<b>Make</b>	N/A	Daikin System	Daikin System
<b>Total Price</b>	\$80,000.00	\$118,760.00	\$207,419.00
<b>Meets Specifications</b>	No	Yes	Yes

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September 25, 2025

The Honorable Board of City Commissioners  
City Hall - 225 4<sup>th</sup> St N  
Fargo, ND 58102

Dear Commissioners:

Attached is the 2026-2027 Fixed Route – State Aid for Paratransit grant award from the North Dakota Department of Transportation. The award is for the additional State Aid provided by the Legislative efforts under SB2254.

The State Aid agreement is effective July 1, 2025 – June 30, 2027 and is for \$849,273.97. Funds can be utilized as local match for other grants or simply utilized for eligible Transit expenditures.

***The requested motion is to approve the attached contract with NDDOT.***

Respectfully,



Julie Bommelman  
Transit Director  
City of Fargo  
701.476.6737

/enc



MEMO TO: Chad M. Orn  
Deputy Director for Planning

FROM: Stacey Hanson  
Assistant Engineer for Local Government  
Becky Hanson  
Transit Manager, Local Government Division

DATE: 9/11/2025

SUBJECT: Fixed Route - State Aid for ParaTransit  
Fargo Metro Area Transit  
SFY 2026 & 2027 (July 1, 2025 – June 30, 2027)

BH SH

This is a contract to provide additional state aid transit funding for urban fixed route providers (SB2254). Your contract amount of \$849,273.97 was calculated and agreed upon by the four urban fixed route providers. The contract must be used for paratransit expenses and expires on June 30, 2027.

No local match is required.

38/ss  
Attachment(s)



September 11, 2025

Julie Bommelman  
Fargo Metro Area Transit  
650 23<sup>rd</sup> Street North  
Fargo, ND 58102

Congratulations. Fargo Metro Area Transit will be receiving Additional State Aid funding to provide paratransit services in the urban area. Receipts are required on all reimbursements for this contract. Enclosed is the Contract Agreement and funding breakdown per county for your agency.

Cass County	\$849,273.97
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In order to begin the funding process, please:

1. Complete the contractor and witness information in DocuSign (**the contractor and witness must be different people**).
2. Have your organization's president or chairman digitally sign and date the agreement (under Contractor)—this signature **must be an authorized signatory** for your project. Please also submit a proof of authorization to sign if it is not the president or chairperson of your agency.
3. Finish the DocuSign process to send to the witness for signature.
4. Have a witness sign and date the agreement (under Witness).
5. Upon completion of executing all documents, finish the DocuSign process and the contract documents will return to NDDOT for processing.

Thank you for your continuing efforts to improve transportation in North Dakota. If you have any questions or need assistance, please contact Sara Susie at (701) 328-2540 or [ssusie@nd.gov](mailto:ssusie@nd.gov).

With gratitude,

*Becky Hanson*

Becky Hanson  
Transit Program Manager

Cc: Deb White, Chairman, Metro Area Transit Board

**North Dakota Department of Transportation  
STATE AID FOR PUBLIC TRANSIT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo Metro Area Transit, a Government Entity, hereinafter referred to as the Contractor, whose address is 650 23<sup>rd</sup> St. N, Fargo, ND 58102.

WHEREAS, House Bill 1337 (NDCC 39-04.2) of the 1989 State Legislature established a Public Transportation Fund to provide state aid funds to political subdivisions and nonprofit corporations for the purpose of assisting in establishing and operating public transit systems and service in the state; and

WHEREAS, the Director of NDDOT has the responsibility of developing the transit program guidelines and administering the Public Transportation Fund; and

WHEREAS, Senate Bill No. 2254 of the Sixty-ninth Legislative Assembly of North Dakota, to provide an appropriation to the Department of Transportation for the purpose of providing grants to fixed route city transportation providers for associated paratransit services, for the biennium beginning July 1, 2025, and ending June 30, 2027. The funding appropriated in this section is one-time funding item. The distribution amount was calculated and agreed upon by the four fixed route providers. All receipts must be submitted to NDDOT to verify paratransit expenses; and;

WHEREAS, the Contractor desires to receive the available state aid funds to assist in providing needed public transit services in the service area;

NOW, THEREFORE, IT IS AGREED:

**I.**

For the period of July 1, 2025, through June 30, 2027, the Contractor shall undertake and provide the transit services as described in the Contractor's application for state aid transit funds, which is incorporated into the agreement by this reference and on file with the NDDOT.

**II.**

**Costs.** NDDOT shall reimburse the Contractor for providing the transportation services, not to exceed \$849,273.97, provided costs are incurred in accordance with NDDOT program guidelines. (Copy of which will be provided upon request.) Requests for reimbursements will be allowed to be submitted to NDDOT quarterly. NDDOT reserves the right to request supporting documentation for any and all submittals. NDDOT will reimburse those eligible costs based on the program guidelines for item categories and appropriate reimbursement ratio.

**III.**

**Purchase and Disposal of Project Equipment.** The purchase and disposition of all project vehicles or equipment financed in whole or in part with state aid transit funds shall be undertaken by the Contractor in accordance with the state Office of Management and Budget regulations and NDDOT purchasing manual, copies of which will be provided upon request.





**IV.**

**Assignments.** The Contractor shall not assign nor transfer the Contractor's interests or duties under this agreement without the express written consent of the state.

**V.**

**Subcontracting.** The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

**VI.**

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

**VII.**

**Records and Reports.** The Contractor shall complete and submit all forms and reports as required by NDDOT. The Contractor shall also maintain supporting documentation for all costs charged to the project. All accounting documents shall be clearly identified, readily accessible, and where possible, kept separate and apart from all other such documents. All project records and documents shall be kept by the Contractor for three years after the termination date of this agreement.

**VIII.**

**Audit.** Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification form.
- All entities must provide a schedule of expenditures.

**IX.**

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

**X.**



**Equipment Use.** The Contractor agrees that the project vehicles or equipment funded with state aid transit funds shall be used solely for providing public transit services in accordance with NDDOT program guidelines. Such vehicles or equipment shall be used for the duration of useful life. If any project vehicles or equipment are not used in this manner or are withdrawn from service before the end of useful life, the Contractor shall immediately notify NDDOT. The Contractor agrees that the vehicles or equipment shall not be used for charter service or exclusively for school busing.

**XI.**

**Insurance.** The Contractor shall maintain insurance coverage on the project vehicle(s) in an amount adequate to protect the fair market value of the vehicles throughout the duration of this agreement.

**XII.**

**Termination.** The contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

**XIII.**

**Nondiscrimination – Compliance with Laws.** The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

**XIV.**

**Risk Management.** The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

TITLE

DATE

APPROVED as to substance by:

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

09/18/25

DATE

DATE



CLA 3338 (Div. 38)  
L.D. Approved 5-3-90; 09-25



## Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, City of Fargo, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official  
\_\_\_\_\_  
Date

## Risk Management Appendix

### **Routine\* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** **State** – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$500,000 per person and \$2,000,000 per occurrence**. The minimum limits of liability required of the State are **\$500,000 per person and \$2,000,000 per occurrence**.\*
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.**

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against the Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007  
Revised 07-23



## Certificate Of Completion

Envelope Id: 1FA54827-D0A0-440E-90B4-528C315C0985	Status: Sent
Subject: Contract #38251173: Please DocuSign: Fargo Metro Area State Aid for Public Transit Agreement	
Contract Number: 38251173	
PCN:	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 3	Initials: 5
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	
Time Zone: (UTC-06:00) Central Time (US & Canada)	
	Envelope Originator:
	Sara Susie
	608 E Boulevard Ave
	Bismarck, ND 58505
	ssusie@nd.gov
	IP Address: 165.234.92.124

## Record Tracking

Status: Original	Holder: Sara Susie	Location: DocuSign
9/12/2025 11:56:34 AM	ssusie@nd.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD	Location: DocuSign

## Signer Events

Signature	Timestamp
Becky Hanson	Sent: 9/12/2025 12:00:11 PM
bhanson@nd.gov	Viewed: 9/15/2025 8:03:10 AM
Carahsoft OBO North Dakota Department of Transportation CLOUD	Signed: 9/15/2025 8:03:21 AM
Security Level: Email, Account Authentication (None), Authentication	
Signature Adoption: Pre-selected Style	
Using IP Address: 64.255.150.224	

## Authentication Details

SMS Auth:

- Transaction: 051ce964-92b7-4389-918e-a89aa6e996b0
- Result: passed
- Vendor ID: TeleSign
- Type: SMSAuth
- Performed: 9/15/2025 8:02:59 AM
- Phone: +1 701-391-3378

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Stacey Hanson		Sent: 9/15/2025 8:03:23 AM
smhanson@nd.gov	St	Viewed: 9/15/2025 8:17:50 AM
Assistant Local Government Engineer		Signed: 9/15/2025 8:18:29 AM
Carahsoft OBO North Dakota Department of Transportation CLOUD		
Security Level: Email, Account Authentication (None), Authentication	Signature Adoption: Pre-selected Style	
	Using IP Address: 2001:4930:c800:4100::35a	



## Authentication Details

SMS Auth:

- Transaction: 11cb4954-6a4b-4408-b24d-64315f39152f
- Result: passed
- Vendor ID: TeleSign
- Type: SMSAuth
- Performed: 9/15/2025 8:17:41 AM
- Phone: +1 701-527-8879

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Derek Pfeifer ddpfeifer@nd.gov Local Gov Eng Security Level: Email, Account Authentication (None), Authentication	  Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 9/15/2025 8:18:32 AM Viewed: 9/18/2025 8:50:37 AM Signed: 9/18/2025 8:52:45 AM
<b>Authentication Details</b> SMS Auth: Transaction: 8c8e13e9-c5b3-4844-9f8c-9816bfe7d824 Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 9/18/2025 8:50:24 AM Phone: +1 701-471-5516		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Security Level: Email, Account Authentication (None), Authentication	  Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 9/18/2025 8:52:47 AM Viewed: 9/18/2025 1:19:16 PM Signed: 9/18/2025 1:20:09 PM
<b>Authentication Details</b> SMS Auth: Transaction: 52990489-5fdf-4309-b7f3-dc9e319ec78a Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 9/18/2025 1:19:08 PM Phone: +1 701-954-8712		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Clint Morgentstern cdmorgentstern@nd.gov Security Level: Email, Account Authentication (None), Authentication		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b> Sara Susie ssusie@nd.gov Chief Financial Officer Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Status</b> <div>VIEWED</div> Using IP Address: 165.234.253.12	<b>Timestamp</b> Sent: 9/12/2025 11:56:56 AM Viewed: 9/12/2025 11:57:12 AM Completed: 9/12/2025 12:00:10 PM
Agent Delivery Events	Status	Timestamp
Julie Bommelman jbommelman@cityoffargo.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 9/18/2025 1:20:11 PM Resent: 9/23/2025 3:41:28 PM Viewed: 9/23/2025 8:20:16 PM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/12/2025 11:56:56 AM
Envelope Updated	Security Checked	9/12/2025 12:00:10 PM
Envelope Updated	Security Checked	9/12/2025 12:00:10 PM
Envelope Updated	Security Checked	9/12/2025 12:00:10 PM
Envelope Updated	Security Checked	9/12/2025 12:00:10 PM
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Envelope Updated	Security Checked	9/12/2025 12:00:11 PM
Envelope Updated	Security Checked	9/12/2025 12:00:11 PM
Envelope Updated	Security Checked	9/12/2025 12:00:11 PM
Payment Events	Status	Timestamps