

FARGO CITY COMMISSION AGENDA

Monday, April 28, 2025 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 14, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Amendment to Purchase Agreement and Earnest Money Contract with Galvanizers, Inc.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Amending Article 13-03 of Chapter 13 of the Fargo Municipal Code Relating to the Control and Regulation of Food Service Establishments; 1st reading, 4/14/25.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations; 1st reading, 4/14/25.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in AAB Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 4/14/25.
- 5. Site Authorizations for Games of Chance:
 - a. Fraser Ltd. at Golf Addiction.
 - b. Fraser Ltd. at Space Aliens.
 - c. Homeward Animal Shelter at Speck's Bar.
 - d. Metro Sports Foundation at Alibi.
 - e. Metro Sports Foundation at Clubhouse.
 - f. Metro Sports Foundation at The Bowler.
 - g. Metro Sports Foundation at Scheels Arena.
 - h. Metro Sports Foundation at Xcalibur.
 - i. Prairie Public Broadcasting, Inc. at Bison Turf.
 - j. Prairie Public Broadcasting, Inc. at Dempsey's.
 - k. Prairie Public Broadcasting, Inc. at Pepper's.
 - l. Prairie Public Broadcasting, Inc. at Tailgator's.
 - m. West Fargo Baseball, Inc. at Puerto Vallarta Bar and Grill.
- 6. Applications for Games of Chance:
 - a. Fargo Moorhead Derby Girls for a raffle on 5/31/25, 6/21/25, 8/2/25, 9/6/25 and 10/4/25.
 - b. Red River Valley Woodcarvers for a raffle and raffle board on 5/4/25.
 - c. Vietnam Veterans of America #941 for a raffle on 7/26/25.

7. Bid award and Contract to 3D Specialties Inc. for Project No. TM-25-A1.
8. Task Order No. 8 with KLJ Engineering LLC in the amount of \$180,375.00 for a 2025 Downtown Parking Study.
9. Bid award to Dakota Underground Company, Inc. in the amount of \$3,550,272.03 for Improvement District No. BR-25-A1.
10. Bid award to FM Asphalt LLC in the amount of \$1,837,589.00 for Improvement District No. PR-25-H1.
11. Contract and bond for Improvement District No. BR-25-C1.
12. Bid award to Border States Paving, Inc. in the amount of \$459,814.20 for Project No. SR-25-B1.
13. Amendment No. 2 with KLJ Engineering LLC in the amount of \$193,525.00 for North Deck Parking Repairs at City Hall (RFP24010).
14. Items from the FAHR Meeting:
 - a. Receive and file General Fund - Budget to Actual through 3/31/25.
 - b. Receive and file General Fund - 2025 Year End Projections as of 3/31/25.
 - c. Accept the donation of 169 elm trees from ASN Constructors.
15. Request to purchase APS Firehouse Alerting equipment for Fire Station Nos. 2 and 7 in the amount of \$101,575.00 (RFQ24142) and associated electrical work (RFP25145).
16. Contract Agreement for Health Officer Services with Jessie Lindemann, MD (RFP25078).
17. Purchase of Service Agreement with Northern Cass Public School District.
18. Direct the City Attorney to draft Ordinances for adoption of the 2024 International Codes.
19. Resolution approving Plat of Simonson Companies Fourth Addition.
20. Direct the City Attorney to reclassify the violations in Ordinance 8-1418 – Riding on Sidewalks from non-criminal to infraction.
21. Bid award to M.J. Dalsin Co. in the amount of \$130,544.00 for Public Works partial re-roof repair (RFP25118).
22. 2025 Mosquito Control Agreement with Cass County Government (EX25154).
23. Bus Advertising Wrap Agreement template.
24. Bills.

REGULAR AGENDA:

25. Presentation from the FM Coalition to End Homelessness and United Way of Cass-Clay.

PUBLIC HEARINGS - 5:15 pm:

26. **PUBLIC HEARING – WITHDRAWN** - Appeal of an April 1, 2025 Planning Commission decision to approve a Conditional Use Permit for a Telecommunications Support Structure (TSS) to exceed the maximum height requirements in a P/I, Public and Institutional zoning district on Lot 2, Block 1, Mickelson Fields Addition (875, 901 and 925 Oak Street North).
27. **PUBLIC HEARING – Selkirk Place Third Addition (3040 and 3200 67th Avenue South); approval recommended by the Planning Commission on 10/1/24:**
 - a. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential and P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Selkirk Place Third Addition.
28. **PUBLIC HEARING – Golden Valley Sixth Addition (6788 27th Street South); approval recommended by the Planning Commission on 4/1/25:**
 - a. Zoning Change from SR-4, Single-Dwelling Residential to SR-5, Single-Dwelling Residential.
 - b. 1st reading of rezoning Ordinance.
29. **PUBLIC HEARING** - Application for a Class “F” Alcoholic Beverage License for Nicole’s Fine Pastry, LLC d/b/a Nicole’s Fine Pastry & Café to be located at 13 8th Street South.
30. **PUBLIC HEARING** - Application for a Class “B-Limited” Alcoholic Beverage License for STL of North Dakota d/b/a Target Wine & Spirits to be located at the Southeast corner of 38th Street South and Alexander Drive South; continued from the 3/31/25 Regular Meeting.
31. Update on the Forestry Department.
32. Reminder that Camping on Public Property and Rights of Way to end on April 30, 2025.
33. Liaison Commissioner Assignment Updates.
34. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://www.fargoND.gov/VirtualCommission)).**


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

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

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MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: April 24, 2025

SUBJECT: Sale of Landfill Property – Galvanizers Parcel

The City entered into a purchase agreement with Galvanizers, Inc., to purchase a portion of city property west of the landfill.

Galvanizers would like to amend that agreement to purchase an additional 44,244 square feet, more or less, at the same price per square foot. This was discussed at a recent executive session of the City Commission.

This amendment also provides that the City is willing support extension of the 12th Street right-of-way south to provide access to the property being purchase by Galvanizers. The agreement to dedicate right-of way is already included in the draft purchase agreements for two other parcels.

Recommended Motion:

Approve the Amendment to the Purchase Agreement with Galvanizers, Inc. to acquire a portion of land west of the Fargo landfill.

AMENDMENT TO
PURCHASE AGREEMENT
AND EARNEST MONEY CONTRACT

This Amendment of Purchase Agreement and Earnest Money Contract ("Amendment") is entered into the 28th day of April 28, 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 4th 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; and,

WHEREAS, the parties wish to amend the Purchase Agreement to include additional land lying adjacent to and west of the original parcel of land described in the Purchase Agreement and to address the dedication of certain right of way;

NOW, THEREFOR, Owner and Broker 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 add a parcel that consists of an additional 44,244 square feet, more or less, so that the resulting parcel consists of approximately 11.86 acres, or 516,565 square feet of land, subject to re-plat with the City of West Fargo, with the legal description of the resulting larger parcel to govern the conveyance and deed of land from Buyer to Seller, said resulting parcel being the "Existing Lot" combined with the "New Lot" as described on the attached Exhibit "A," and the "Property" which is the subject of the Purchase Agreement, as amended by this Amendment, shall be said resulting parcel.

2. The purchase price in the sum of \$1,055,000 for the purchase of 516,565 square feet of land as described in the Purchase Agreement is hereby amended to the sum of \$1,153,825 for the purchase of 516,565 square feet of land, for the "Property," as modified by this Amendment, to be conveyed to Buyer. The ultimate description of the Property to be conveyed is to be verified by mutual agreement or otherwise upon survey prior to the Closing Date and the total sum of the Purchase Price being subject to pro-rata adjustment in accordance with the final verified square footage of the Property, all as set forth in Section 16(b) of the Purchase Agreement.

3. Subdivision Plat to Include Additional Land. As is provided in Section 16(a) of the Purchase Agreement, the Property being conveyed to Buyer by Seller is to be the subject of a subdivision plat, to be prepared by Buyer at Buyer's expense, which plat is to be approved by the

City of West Fargo. Buyer will include the additional parcel contemplated by this Amendment in said subdivision plat.

4. Dedication of Right of Way. The parties recognize that Seller has entered into a separate agreement with WMF Properties, LLC, ("WMF") for the sale by Seller to WMF of certain real property lying adjacent to, and west of, the Property. The parties also recognize that Seller has entered into another separate agreement with Hazer Ventures, LLC, ("Hazer") for the sale by Seller to Hazer of certain real property lying adjacent to, and west of, the parcel being sold and conveyed to WMF. Both of said agreements provide that the land being conveyed to WMF and to Hazer will be included in a subdivision plat that will be approved by the City of West Fargo. The subdivision plat being proposed in the WMF agreement and the Hazer agreement will include the dedication of right of way for a southerly extension of the right of way for 12th Street NE in West Fargo, which right of way was dedicated by the Seller in its plat of the 12th Avenue Industrial Addition to the City of West Fargo recorded on the 13th day of February, 2025, at the Office of the Cass County Recorder as Document Number 1728990, said southerly extension of right of way to be referred to herein as the "Southerly 12th Street ROW Extension". With respect to the Southerly 12th Street ROW Extension:

- a. Seller hereby agrees that Seller's commitment toward the dedication of the Southerly 12th Street ROW Extension as expressed in Seller's agreements with WMF and Hazer shall also be an obligation for the benefit of Buyer, herein; and,
- b. In the event that, for whatever reason, the dedication of the Southerly 12th Street ROW Extension is not accomplished via the subdivision plat as contemplated in the agreements between Seller and WMF and Hazer, then to the extent that Buyer wishes to include the Southerly 12th Street ROW Extension in the subdivision plat being prepared by Buyer of the Property, Seller will cooperate with and coordinate with Buyer, the City of West Fargo and, if applicable, with WMF Properties, LLC, and/or Hazer Ventures, LLC, and others for the preparation of and the advancement of such plat and the for approval of the plat by the City of West Fargo.

5. Contingency for Benefit of Buyer and Seller. In addition to any other contingency or contingencies as contained in the Purchase Agreement, this Amendment hereby expresses a contingency for the benefit of Buyer or Seller, therefor, Buyer's and Seller's obligations, or either of them, under this Purchase Agreement, as amended by this Amendment, are subject to satisfaction or waiver by Buyer or Seller of the following contingencies:

- a. On or before the closing, the Property is part of a subdivision plat that has been approved by the City of West Fargo in a form that may be recorded with the Office of the Cass County Recorder, said plat to include the dedication by the Seller of the Southerly 12th Street ROW Extension.

The contingencies set forth in this section 5 of the Amendment are intended for the benefit of Buyer and/or Seller and may be insisted upon or waived in their sole individual discretion. Buyer and Seller shall exercise reasonable diligence to satisfy this contingency until and unless it exercises same. If a contingency set out in this section 5 of the Amendment is unsatisfied as of the applicable contingency deadline, one or both parties may at its option waive the contingency and proceed to perform under this Purchase Agreement or terminate this Purchase Agreement. Notwithstanding anything herein to the contrary, waiver by a party of any contingencies in its favor shall not be deemed a waiver of any obligations of such party expressly set forth in this Purchase Agreement. If this Purchase Agreement is so terminated, no party shall have the right to specific performance or damages for default of this Purchase Agreement.

6. Counterparts. As in the Purchase Agreement, this 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 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)

By: Cody Shoman (CODY SHOMAN)
Its: PRESIDENT

SELLER

City of Fargo

By: _____
Dr. Tim Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

EXHIBIT A

(attached)

12TH

CITY OF
FARGO

244.34'

189.68'
NEW LOT

**New Lot—as referenced in
Amendment to Purchase
Agreement – additional
44,245 s.f.
approximately.**

CITY OF
FARGO

EXISTING LOT

**Existing Lot—as
referenced in
Jan 8, 2025
Purchase
Agreement**

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ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 13-03 OF CHAPTER 13
OF THE FARGO MUNICIPAL CODE RELATING TO THE CONTROL AND REGULATION
OF FOOD SERVICE ESTABLISHMENTS

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

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

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

Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

**ARTICLE 13-03 CONTROL AND REGULATION OF FOOD SERVICE
ESTABLISHMENTS**

13-0301. Definitions.

In this chapter, unless the context otherwise requires,

1. "Food" shall mean a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.

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1. ~~2.~~ "License" shall mean a written authorization to operate a food establishment issued by the public health department.
2. ~~"Misbranded" shall mean food, if in packaged form, that lacks a label containing the name and place of business of the manufacturer, packer, or distributor; or an accurate statement of the contents; or if it is offered for sale under the name of another food or if it purports to be or is represented as a food for which a definition and standard identity has been prescribed and it is not.~~
3. "Proprietor" shall mean the person in charge of a food ~~service~~ establishment, whether as an owner, lessee, licensee, manager, or agent.
4. "Public health department" shall mean Fargo Cass Public Health, or any name by which such department shall be known hereafter, and its authorized representatives.

13-0302. Operation of a Ffood establishments to be kept clean -- license required.

~~Every person keeping, maintaining, or being in charge of any public or private food establishment shall keep such public or private food establishment in a clean, pure, and wholesome condition; and if any such person shall allow or permit the same to be, become, or remain unclean, impure, or unwholesome, such person shall be guilty of a violation of this article.~~

No person shall operate a food establishment without first applying for and obtaining a license issued by the public health department. A license shall be issued when a pre-operational inspection has determined that the proposed food establishment and its method of operation will conform to the requirements of this chapter. A license, once issued, is nontransferable. The initial application for a license shall extend from the date of issuance until year-end. Thereafter, the food establishment license may be renewed annually on January 1. All food establishments shall pay an annual license fee in an amount to be established by resolution of the board of city commissioners, said fee payable prior to January 1st of each year.

13-0303. Inspection of food establishments.

Every food establishment shall be inspected by the public health department as often as necessary to determine compliance with this chapter. Frequency of inspections shall be based on a system of risk categorization which involves types of foods served, the

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1 ~~preparation process~~ steps these foods require, and the population served. It shall be the duty
2 of the public health department to visit, as often as required, each ~~public and private~~
3 licensed food establishment to examine and carefully inspect all such ~~meat, fish, oysters,~~
4 ~~birds or fowls, vegetables, fruit, or other provisions, food.~~

5 ~~and if~~ any adulterated, misbranded, mislabeled, unhealthy, unwholesome, or unapproved
6 ~~food or ingredient deleterious meat, fish, oysters, birds, or fowls, vegetables, fruit, or other~~
7 ~~provisions~~ so intended for sale or ~~other disposition~~ as human consumption food is found in
8 ~~or about any such public or private a licensed~~ food establishment, the public health
9 department shall ~~at once give~~ immediately notify the person in charge, ~~or temporarily in~~
10 ~~charge of the same notice to remove at once the same out of said city or to such place as~~
11 ~~the public health department shall direct or to destroy the same. The person in whose~~
12 ~~custody and possession the same shall be found to be shall at once remove the same out of~~
13 ~~the city or to such place as the public health department shall direct or destroy the same as~~
14 ~~may be directed. The public health department, if deemed advisable, may take possession~~
15 of such ~~unhealthy, unwholesome meat, fish, oysters, birds, fowls, vegetables, fruit, or other~~
16 ~~provisions questioned food~~ so intended for sale or ~~other disposition~~ as human food
17 consumption and destroy the same at the expense of the person in whose custody such
18 unwholesome provisions are found.

19 Furthermore, based upon inspection findings or other evidence, the public health
20 department may ~~impound~~ embargo any food that is found to be, or suspected of being,
21 contaminated or adulterated and ~~impound~~ embargo equipment or utensils that are found to
22 be unsanitary or in such disrepair that food, equipment, or utensils may become
23 contaminated or adulterated. No embargoed food, equipment, or utensils ~~impounded~~ shall
be used unless the ~~impoundment~~ embargo has been released.

The public health department shall have free access to all food establishments at any
reasonable time for purposes of inspection. The public health department may enter,
inspect, photograph, and secure any sample, photographs, or other evidence from the food
establishment, for the purpose of enforcing this chapter. A written report of the inspection
shall be made, and a copy shall be provided to the food establishment. It shall be a violation
of this chapter for any person or establishment subject to the requirements of this chapter
to refuse entry or inspection, the taking of samples, photographs, or other evidence or who
otherwise attempts to conceal samples or evidence. The public health department may
obtain an administrative search warrant to obtain the same.

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13-0304. Food establishments—~~Inspection of premises—Inspection fee—Suspension or~~
~~revocation of license~~ License Suspension, Revocation, and Closure.

The public health department shall have free access to all food establishments at any reasonable time for purposes of inspection. The public health department may enter, inspect, photograph, and secure any sample, photographs, or other evidence from food establishment, for the purpose of enforcing this chapter. A written report of the inspection shall be made and a copy shall be provided to the owner, manager, or operator of the food establishment. If a person or establishment subject to the requirements of this chapter refuses to permit entry or inspection, the taking of samples, photographs, or other evidence or otherwise attempts to conceal samples or evidence, the public health department may obtain an administrative search warrant to obtain the same. All food establishments shall pay an annual license fee in an amount to be established by resolution of the board of city commissioners, said fee payable prior to January 1st of each year. A license shall be issued when a pre-operational inspection has determined that the proposed food establishment and its method of operation will conform to the requirements of this chapter. A license, once issued, is nontransferable. A license shall be valid only for the person, location, type of food sales, or distribution activity approved and, unless suspended or revoked for cause, for the time period indicated. The license shall be posted in a conspicuous place in the food establishment. Fees shall be sufficient to cover the actual expenses of administering and enforcing this program, including the expenses of inspecting.

Whenever the proprietor of a market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other food establishment has been convicted of a violation of this chapter and for a period of ten days after the conviction fails to comply with any provision of this chapter, the public health department may suspend or revoke the proprietor's license. Any license may be suspended or revoked by the public health department for violation of this chapter. Any food establishment for which the license has been suspended, shall close and remain closed until the public health department has conducted a re-inspection and found the food establishment to be in compliance with this chapter.

A. Authority of the Public Health Department

The public health department may modify, suspend, or revoke a food establishment license for serious or repeated violations of this article or for interference with the department's duties. Before taking such actions, the public health department will

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provide an opportunity for a hearing, except in cases requiring immediate suspension.

A B. Immediate Closure

The public health department may ~~suspend any license to operate or~~ immediately direct closure of any food establishment ~~to close~~ if:

1. ~~Immediate danger to the public health or safety is found, unless the danger is immediately corrected. The public health department may temporarily suspend the license and order the food establishment immediately closed. Immediate danger to the public health and safety means any condition, based upon inspection findings or other evidence, that can cause food infection, food intoxication, disease transmission, rodent or insect infestation, or hazardous condition, including, but not limited to, unsafe food temperature, sewage contamination, nonpotable water supply, or an employee who is a carrier of a communicable disease; An inspection or examination of employees, food records, or other relevant means (as specified in the currently adopted FDA Food Code) determines that an Imminent Health Hazard exists. An Imminent Health Hazard includes, but is not limited to:~~
 - a. Fire, flood, or extended interruption of electrical or water service;
 - b. Sewage backup or misuse of poisonous or toxic materials;
 - c. Apparent foodborne illness outbreak;
 - d. Grossly unsanitary conditions; or
 - e. Any other circumstance endangering public health.
2. ~~The food establishment's~~ Operations, facilities, or equipment in the food establishment fail to comply with the requirements of this chapter;
3. ~~The operator proprietor fails to submit required plans as required in this chapter or the facility's an inspection indicates that construction or renovation at the facility is not in~~ substantially compliance compliant with

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the requirements of this chapter;

4. The ~~operator~~ proprietor fails to submit a license application for a new food establishment or a change of operator ownership;
5. The ~~operator~~ proprietor was not granted a license under the requirements of this chapter;
6. The ~~holder of the license~~ proprietor does not ~~remit~~ pay the annual renewal fee by December 31 of the calendar year;
7. The ~~holder of the license~~ proprietor does not comply with the requirements of this chapter; or,
8. The proprietor or staff interfere ~~Interference~~ with the public health department or its agents ~~and assistants~~ in the performance of its duties, has occurred

~~B. When the public health department has suspended a food service establishment license, the person in charge:~~

- ~~1. Shall immediately cease all food service operations;~~
- ~~2. Shall be notified in writing by the public health department that the food establishment license is immediately suspended upon service of the notice, and that the suspension shall remain in effect until the public health department finds the operation to be in compliance with the requirements of this chapter, and that the suspension will be lifted;~~
- ~~3. May request a hearing by filing a written request for a hearing with the public health department within 10 days of receipt of the notice of suspension; and,~~
- ~~4. Shall be notified, if a written request for a hearing is not filed within 10 days, that the suspension is sustain.~~

~~Any food establishment owner whose license has been suspended may, at any time, request a re-inspection for the purpose of reinstatement of the license. A re-inspection may only be~~

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~~requested if the conditions causing the suspension have been corrected.~~

~~In the event a license has been revoked by the public health department for violation of this chapter, the provisions of this section pertaining to suspension of said license shall be applicable, including the effect of revocation, the notification requirement and the right to a hearing, except that any food establishment for which the license has been revoked shall be, and remain closed, by the licensee until the public health department has conducted a re-inspection and, thereupon, has determined that the food establishment is in compliance with this chapter and the licensee has paid the re-instatement license fee.~~

~~The public health department may, after providing opportunity for a hearing, modify, suspend, or revoke a license for serious or repeated violations of any of the requirements of this chapter or for interference in the performance of the duty of the public health department or its agents and assistants.~~

C. Suspension of License

1. A license may be temporarily suspended for noncompliance with this chapter or failure to comply with an implemented risk control plan.
2. A food establishment with a suspended license must cease operations immediately and remain closed until:
 - a. The public health department conducts a re-inspection; and
 - b. Compliance with this chapter is verified.
3. The proprietor may request a re-inspection for reinstatement, provided that all violations have been corrected.
4. When a license is suspended, the proprietor:
 - a. Must immediately cease all food operations;
 - b. Will receive written notice of the suspension, its immediate effect, and the conditions for reinstatement;
 - c. May request a hearing with the board of city commissioners by submitting

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a written request to the public health department within 10 days of receiving the suspension notice; and

d. Will be informed that failure to request a hearing within 10 days results in the suspension being sustained.

D. Revocation of License

1. The public health department may revoke a license for serious or repeated violations, failure to comply with a suspension order, or interference with department duties. Before revocation, the proprietor will have the opportunity for a hearing as outlined in the suspension procedures.

2. Revocation Consequences and Reinstatement:

a. The food establishment must remain closed until compliance is demonstrated.

b. The proprietor must present evidence of changed circumstances justifying a new license.

c. A new license may only be issued if:

i. The public health department conducts a re-inspection and confirms compliance;

ii. The proprietor properly reapplies under this chapter; and

iii. The reinstatement license fee is paid.

13-0305. ~~Unwholesome food, water, or other provisions not to be brought into city~~ Food product sources, specifications, and additives.

The following regulations apply to all food sources, specifications, and additives used in a food establishment:

~~No meat, fish, oysters, birds or fowls, vegetables, fruit, water, ice, beverages, or other provisions of any kind not being then healthy, fresh, sound, wholesome, and safe for human~~

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~~food, nor any part of any animal, fish or fowl that died by accident or from disease, shall be brought into the city, or sold, offered, or held for sale at any public or private food establishment or in any other place in the city by any person.~~

- 1
- 2 A. No person shall sell, offer, or hold for sale any food that is unsafe, unwholesome,
- 3 or derived from an animal, fish, or fowl that died from disease or accident or was
- 4 not slaughtered and processed under federal or state inspection. The public health
- 5 department shall have the discretion to determine whether food is healthy, fresh,
- 6 sound, and wholesome.
- 7 B. Food prepared in a private home kitchen may not be used or offered for human
- 8 consumption in a food establishment.
- 9 C. Packaged food shall be labeled as specified by law.
- 10 D. Food may not contain unapproved food additives and must be “generally
- 11 recognized as safe” (“GRAS”) by the FDA.

12 ~~**13-0306. Sale of meat and poultry — Regulations.**~~

13 ~~No meat or meat products, poultry or poultry products intended for human consumption~~

14 ~~shall be sold or offered for sale or service within the city unless slaughtered and processed~~

15 ~~in a federal or state inspected packing plant, slaughterhouse or by the agency that has~~

16 ~~animal health jurisdiction; all such meat and meat products and poultry and poultry~~

17 ~~products must be plainly stamped with a state or federal mark of inspection.~~

18 Section 2. Penalty.

19 A person who willfully violates this ordinance is guilty of a Class B misdemeanor. Every

20 person, firm or corporation violating an ordinance which is punishable as a Class B misdemeanor

21 shall be punished by a fine not to exceed \$1,500.00, or by imprisonment not to exceed 30 days, or by

22 both such fine and imprisonment, in the discretion of the court; the court to have power to suspend

23 said sentence and to revoke the suspension thereof.

ORDINANCE NO. _____

First Reading:
Second Reading:
Final Passage:
Publication:

3

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305(A)(1)
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE
RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

4 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
5 and shall be liberally construed for such purpose; and

6 WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
7 implement such authority by the adoption of this ordinance to increase the penalty for food
establishment violations from an Infraction to a Class B misdemeanor;

8 NOW, THEREFORE,

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

10 Section 1. Amendment.

11 Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby
12 amended to read as follows:

13 1-0305. Classification of ordinance violations.

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

- 16 1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic
17 offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3)
18 (lending registration plates), section 8-0308 (reproducing operator's or driver's
license or permit), section 8-0309 (driving under suspension), section 8-0310
19 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(failure to deliver plates) section 8-0803 (accidents 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), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), article 13-03 (food establishments), 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).

* * * *

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

④

ORDINANCE NO. _____

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

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

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

WHEREAS, the rezoning changes were approved by the City Commission on April 14, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

All of AAB Addition to the City of Fargo, Cass County, North Dakota;
is hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, District.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

3
4
5
6 (SEAL)

Timothy J. Mahoney, M.D., Mayor

7 Attest:

8
9
10 _____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



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

5W

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

Full, Legal Name of Gaming Organization

Fraser Ltd.

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

Golf Addiction

Street

4474 23RD AVE S

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

7.1.25

Ending Date(s) Authorized

6.30.26

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

0

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

All Interior Bar Areas, with the exception of restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



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

4/28/25

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

(56)

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

Full, Legal Name of Gaming Organization

Fraser Ltd.

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

Space Aliens

Street 1840 45Th ST S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7.1.25	Ending Date(s) Authorized 6.30.26	Number of Twenty-One tables, if zero, enter "0" 0	

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

All Interior Bar Areas, with the exception of restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> 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 4/28/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

(50)

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

Speck's Bar

Street 2611 Main Ave	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7-01-2025	Ending Date(s) Authorized 6-30-2026	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 conducted and played in NE section of bar - excluding restrooms and patios

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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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"/> ELECTRONIC 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"/> ELECTRONIC 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 checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 4/28/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

(506)

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

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

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

Name of Location

ALIBI

Street 1340 21ST AVE S	City FARGO	ZIP Code 58103	County CASS
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Beginning Date(s) Authorized 7/1/2025	Ending Date(s) Authorized 6/30/2026	Number of Twenty-One tables, if zero, enter "0" 3
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Specific location where games of chance will be conducted and played at the site (required)

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 4/28/25

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

Steven Sprague/City Auditor

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

5e

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

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

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

Name of Location

CLUBHOUSE

Street

4400 CLUBHOUSE DR

City

FARGO

ZIP Code

58104

County

CASS

Beginning Date(s) Authorized

7/1/2025

Ending Date(s) Authorized

6/30/2026

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)

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

4/28/25

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

Steven Sprague/City Auditor

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

5f

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

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

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

Name of Location

BOWLER

Street 2630 S UNIVERSITY DR	City FARGO	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 7/1/2025	Ending Date(s) Authorized 6/30/2026	Number of Twenty-One tables, if zero, enter "0" 6	

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

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> 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 4/28/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

549

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

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

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

Name of Location

SCHEELS ARENA

Street 5225 31ST AVE S	City FARGO	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 7/1/2025	Ending Date(s) Authorized 6/30/2026	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)

LOBBY OF ARENA

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

FARGO FORCE GAMES AND ANY OTHER UNSCHEDULED RAFFLES DRAWINGS DETERMINED BY MSF

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"/> ELECTRONIC 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 checked="" type="checkbox"/> ELECTRONIC 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"/> 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 4/28/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

5h

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

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

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

Name of Location

XCALIBUR

Street

707 28TH AVE N

City

FARGO

ZIP Code

58102

County

CASS

Beginning Date(s) Authorized

7/1/2025

Ending Date(s) Authorized

6/30/2026

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

2

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

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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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)

51

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

Full, Legal Name of Gaming Organization
Prairie Public Broadcasting, Inc.

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

Bison Turf

Street

1211 N University Dr

City

Fargo

ZIP Code

58102

County

Cass

Beginning Date(s) Authorized

07/01/25

Ending Date(s) Authorized

06/30/26

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)

entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



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



Paddiewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddiewheel 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

4/28/25

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

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

(51)

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

Full, Legal Name of Gaming Organization
Prairie Public Broadcasting, Inc.

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

Dempsey's

Street 226 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 07/01/25	Ending Date(s) Authorized 06/30/26	Number of Twenty-One tables, if zero, enter "0" 1	

Specific location where games of chance will be conducted and played at the site (required)
entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> 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 4/28/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

5K

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

Full, Legal Name of Gaming Organization
Prairie Public Broadcasting, Inc.

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

Pepper's

Street 2510 S University Drive	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/25	Ending Date(s) Authorized 06/30/26	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)
entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC 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"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> 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 4/28/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

52

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

Full, Legal Name of Gaming Organization
Prairie Public Broadcasting, Inc.

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

Tailgator's

Street 1322 Main Ave	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/25	Ending Date(s) Authorized 06/30/26	Number of Twenty-One tables, if zero, enter "0" 1	

Specific location where games of chance will be conducted and played at the site (required)
entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> 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 4/28/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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

5m

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

Full, Legal Name of Gaming Organization

West Fargo Baseball, Inc.

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

Puerto Vallarta Bar and Grill

Street 4323 45th Street Suite 101	City Fargo	ZIP Code 58104	County Cass
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Beginning Date(s) Authorized 07/01/2025	Ending Date(s) Authorized 06/30/2026	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted and played at the site (required)

Bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> 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 4/28/25
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

602

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 Fargo Mockhead Derby Girls		Dates of Activity (Does not include dates for the sales of tickets) 5/3/25, 6/21/25, 8/2/25, 9/6/25, 10/4/25	
Organization or Group Contact Person Jessi Motschenbacher	E-mail FMDGcreations@gmail.com	Telephone Number 701-200-7082	
Business Address P.O. Box 10644	City Fargo	State ND	ZIP Code 58106-0644
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name John E. Carlson Coliseum		County Cass	
Site Physical Address 807 17th Ave N	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle 5/3/25, 6/21/25, 8/2/25, 9/6/25, 10/4/25			

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

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

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Local charities

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

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

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
☐ No ☒ Yes - Total Retail Value: \$758 (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer Jessi Motschenbacher	Telephone Number 701-200-7082	E-mail Address FMDGcreations@gmail.com
Signature of Organization Group's Permit Organizer <i>Jessi Motschenbacher</i>	Title Treasurer	Date 3/20/25



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

Applying for (check one)



Local Permit



Restricted Event Permit*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One*



Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Red River Valley Woodcarvers		Dates of Activity (Does not include dates for the sales of tickets) 5/4/25	
Organization or Group Contact Person Rhonda Smith, Show Director	E-mail rhondasmith.carver@gmail.com	Telephone Number 218-839-4259	
Business Address PO Box 10547	City Fargo	State ND	ZIP Code 58106
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo Air Museum		County Cass	
Site Physical Address 1609 19th Ave N	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 5/4/25			

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle tickets	Badger Blade woodcarving knife	\$56.00
raffle board	Magnifying Optical Lense set	\$98.00
raffle board	Ryobi 900 Lumens Task Light and Batteries with charger	\$119.00
Total (limit \$40,000 per year)		\$ 273.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds to help fund our community woodcarving projects at local nursing homes, community events and our annual woodcarving festival.	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <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 \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Rhonda Smith	Telephone Number 218-839-4259	E-mail Address rhondasmith.carver@gmail.com
Signature of Organization Group's Permit Organizer 	Title Show Director	Date 04-14-2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

(la)

✓

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

Vietnam Veterans of America #941

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

7-26-25

Organization or Group Contact Person

David Brunsvold

E-mail

dbunsvold32@gmail.com

Telephone Number

701-261-2049

Business Address

PO Box 7327

City

Fargo

State

ND

ZIP Code

58106

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name

Ramada Inn

County

Cass

Site Physical Address

3333 13th Avenue 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.)

7/26/25

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

Game Type	Description of Prize	Exact Retail Value of Prize
	Raffle - see attached	
Total (limit \$40,000 per year)		\$ 2300.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Veteran 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)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

☐ No ☒ Yes - Total Retail Value: 8000 ⁰⁰/₁₀₀ (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer

David Brunsvold

Telephone Number

701-261-2049

E-mail Address

dbunsvold32@gmail.com

Signature of Organization Group's Permit Organizer

David Brunsvold

Title

Treasurer

Date

4-15-25

REPORT OF ACTION

7

CONTRACTOR SELECTION COMMITTEE

2025 Citywide Pavement Marking Replacement Project

Date of Hearing: April 23, 2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/28/2025</u>
Consultant File	
Project File	<u>X</u>
Petitioners	<u>X</u>
Selection Committee	<u>X</u>

Proposal Received for:

2025 Citywide Pavement Marking Replacement Project – Tape – Project No. TM-25-A1

Proposals were received from the following contractors:

1. Northstar Safety Inc.
2. 3D Specialties Inc.

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

	<u>Criteria</u>	<u>Points</u>
2.	Cost Proposal	100

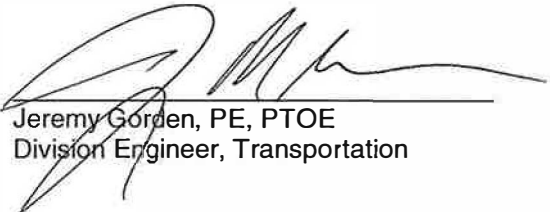
Following review of the proposals, the Selection Committee met to jointly rank the firms for selection of the preferred contractor. The top firm was identified as 3D Specialties Inc.

The work will be paid by unit rates for relevant bid items.

Recommended Motion:

Concur with contractor selection and recommend contract award to 3D Specialties Inc.

<u>Committee:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
Jeremy Gorden, Division Engineer, Transportation	<u>X</u>	<u>X</u>		
Leroy Grant, Project Manager – Traffic Engineering	<u>X</u>	<u>X</u>		


Jeremy Gorden, PE, PTOE
Division Engineer, Transportation

CITY OF FARGO					
ENGINEERING DEPARTMENT					
Bid Sheet					
Pavement Markings					
Project No.: TM-25-A1					
Various locations citywide					
Note: Unit prices will govern and shall be in whole cents.					
Line No.	Item	Quantity	Unit	Unit Price	Extended Price
Site 1					
1	F&I Grooved Plastic Film 6" Wide	317	LF	\$10.39	\$3293.31
2	F&I Grooved Plastic Film 16" Wide	100	LF	\$27.73	\$2772.90
3	F&I Grooved Contrast Film 7" Wide	483	LF	\$12.13	\$5859.27
4	F&I Contrast Tape Messages	48	SF	\$20.80	\$998.26
Site 1 Total:					\$12923.74
Site 2					
5	F&I Grooved Plastic Film 4" Wide	1614	LF	\$6.93	\$11188.25
6	F&I Grooved Plastic Film 8" Wide	153	LF	\$13.86	\$2121.19
7	F&I Grooved Contrast Film 7" Wide	90	LF	\$12.13	\$1091.70
8	F&I Contrast Tape Messages	120	SF	\$20.80	\$2495.64
Site 2 Total:					\$16896.78
Site 3					
9	F&I Grooved Plastic Film 4" Wide	3611	LF	\$6.93	\$25031.45
10	F&I Grooved Plastic Film 8" Wide	266	LF	\$13.86	\$3687.82
11	F&I Contrast Tape Messages	96	SF	\$20.80	\$1996.51
Site 3 Total:					\$30715.79
Site 4					
12	F&I Grooved Plastic Film 4" Wide	8741	LF	\$6.93	\$60592.61
13	F&I Grooved Plastic Film 8" Wide	276	LF	\$13.86	\$3826.46
14	F&I Contrast Tape Messages	144	SF	\$20.80	\$2994.77
Site 4 Total:					\$67413.84
Site 5					
15	F&I Grooved Plastic Film 4" Wide	950	LF	\$6.93	\$6585.40
16	F&I Grooved Plastic Film 8" Wide	256	LF	\$13.86	\$3548.16
17	F&I Grooved Plastic Film 16" Wide	162	LF	\$27.73	\$4492.10
18	F&I Grooved Plastic Film 24" Wide	312	LF	\$41.59	\$12977.02
19	F&I Grooved Contrast Film 7" Wide	100	LF	\$12.13	\$1213.10
20	F&I Contrast Tape Messages	160	SF	\$20.80	\$3327.52
Site 5 Total:					\$32143.29
Site 6					
21	F&I Grooved Plastic Film 4" Wide	4921	LF	\$6.93	\$34112.37
22	F&I Grooved Plastic Film 8" Wide	742	LF	\$13.86	\$10287.09
23	F&I Grooved Contrast Film 7" Wide	310	LF	\$12.13	\$3760.61
24	F&I Contrast Tape Messages	64	SF	\$20.80	\$1331.01
Site 6 Total:					\$49491.08
Site 7					
25	F&I Grooved Plastic Film 8" Wide	390	LF	\$13.86	\$5406.96
26	F&I Grooved Contrast Film 7" Wide	1886	LF	\$12.13	\$22879.07
27	F&I Contrast Tape Messages	160	SF	\$20.80	\$3327.52
Site 7 Total:					\$31613.55
Site 8					
28	F&I Grooved Plastic Film 4" Wide	328	LF	\$6.93	\$2273.70
29	F&I Grooved Contrast Film 7" Wide	500	LF	\$12.13	\$6065.50
Site 8 Total:					\$8339.20
Site 9					
30	F&I Grooved Plastic Film 8" Wide	423	LF	\$13.86	\$5864.47

31	F&I Grooved Contrast Film 7" Wide	650	LF	\$12.13	\$7885.15
32	F&I Contrast Tape Messages	128	SF	\$20.80	\$2662.02
Site 9 Total:					\$16411.64
	Site 10				
33	F&I Grooved Plastic Film 8" Wide	470	LF	\$13.86	\$6516.08
34	F&I Grooved Plastic Film 16" Wide	212	LF	\$27.73	\$5878.55
35	F&I Grooved Contrast Film 7" Wide	640	LF	\$12.13	\$7763.84
36	F&I Contrast Tape Messages	144	SF	\$20.80	\$2994.77
37	F&I Grooved Plastic Film 24" Wide	218	LF	\$41.59	\$9067.27
Site 10 Total:					\$32220.51
	Site 11				
38	F&I Grooved Plastic Film 4" Wide	2622	LF	\$6.93	\$18175.70
39	F&I Grooved Plastic Film 8" Wide	384	LF	\$13.86	\$5323.78
40	F&I Grooved Contrast Film 7" Wide	60	LF	\$12.13	\$727.86
41	F&I Contrast Tape Messages	118	SF	\$20.80	\$2454.05
Site 11 Total:					\$26681.39
	Site 12				
42	F&I Grooved Plastic Film 4" Wide	1548	LF	\$6.93	\$10730.74
43	F&I Grooved Plastic Film 8" Wide	724	LF	\$13.86	\$10037.54
44	F&I Contrast Tape Messages	144	SF	\$20.80	\$2994.77
Site 12 Total:					\$23763.04
	Site 13				
45	F&I Grooved Plastic Film 8" Wide	843	LF	\$13.86	\$11687.35
46	F&I Grooved Contrast Film 7" Wide	1550	LF	\$12.13	\$18803.05
47	F&I Contrast Tape Messages	160	SF	\$20.80	\$3327.52
Site 13 Total:					\$33817.92
	Site 14				
48	F&I Grooved Plastic Film 8" Wide	952	LF	\$13.86	\$13198.53
49	F&I Grooved Contrast Film 7" Wide	2346	LF	\$12.13	\$28459.33
50	F&I Contrast Tape Messages	246	SF	\$20.80	\$5116.06
Site 14 Total:					\$46773.92
	Site 15				
51	F&I Grooved Plastic Film 4" Wide	831	LF	\$6.93	\$5760.49
52	F&I Grooved Plastic Film 6" Wide	208	LF	\$10.40	\$2162.78
53	F&I Grooved Plastic Film 8" Wide	1035	LF	\$13.86	\$14349.24
54	F&I Grooved Contrast Film 7" Wide	3462	LF	\$12.13	\$41997.52
55	F&I Contrast Tape Messages	214	SF	\$20.80	\$4450.56
56	F&I Grooved Plastic Film 16" Wide	24	LF	\$27.73	\$665.50
57	F&I Grooved Plastic Film 24" Wide	50	LF	\$41.59	\$2079.65
Site 15 Total:					\$71465.74
	Site 16				
58	F&I Grooved Contrast Film 7" Wide	740	LF	\$12.13	\$8976.94
Site 16 Total:					\$8976.94
	Site 17				
59	F&I Grooved Plastic Film 4" Wide	1040	LF	\$6.93	\$7209.28
60	F&I Grooved Plastic Film 8" Wide	180	LF	\$13.86	\$2495.52
61	F&I Grooved Contrast Film 7" Wide	360	LF	\$12.13	\$4367.16
62	F&I Contrast Tape Messages	64	SF	\$20.80	\$1331.01
Site 17 Total:					\$15402.97
	Site 18				
63	F&I Grooved Plastic Film 4" Wide	924	LF	\$6.93	\$6405.17
64	F&I Grooved Plastic Film 8" Wide	120	LF	\$13.86	\$1663.68
65	F&I Contrast Tape Messages	32	SF	\$20.80	\$665.50
Site 18 Total:					\$8734.35
Total:					\$533785.68

CONTRACT

THIS AGREEMENT, made and entered into this 28th day of April, 2025, between the City of Fargo (a Municipal Corporation, under the laws of North Dakota) by the City Commission, hereinafter called the City, and 3D Specialties Inc., hereinafter called the Contractor.

Contractor is hereby awarded the Contract to construct Project No. TM-25-A1 in accordance with the attached Proposal. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the Special Instructions to Bidders and the plans mentioned therein and the City of Fargo Standard Specifications for Construction in effect at the time of the bid opening, and under penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of the unit prices named in the Proposal.

What the Contract Price Includes

The price in the Proposal is for the completed work, and includes the furnishing of all the materials, labor, tools and appliances, and all expenses, direct and indirect, connected with the proper execution of the work in accordance with the plans, profiles and specifications for the work, and maintaining the same until it is accepted by the City Commission.

Extra Work Part of Contract

When directed in writing by the City Engineer or an authorized representative ("City Engineer" inclusively) to do so, the Contractor shall furnish material and do extra work connected with or necessary to the proper completion of the work. Prices for extra work will be agreed upon by the City Engineer or an authorized representative and the Contractor as specified in Section 9000 of the Standard Specifications for Construction.

Bills for Extra Work

Within thirty (30) days of completion of the extra work authorized by "Contractors Order," as defined in the City of Fargo Standard Specifications for Construction, the Contractor shall present to the City Engineer or an authorized representative the "Contractor's Order," and a full and complete itemized statement of extra work, and the date the extra work was completed. City Engineer or an authorized representative shall certify the correctness of the amount and character of labor performed and materials furnished and add it to the estimate of the amount due the Contractor. A "Contractor's Order" for extra work not presented within 30 days of completion will not be paid.

Inspection

All materials furnished by the Contractor are subject to the inspection and approval of the City Engineer or an authorized representative at all times during the progress of the work, and until the final completion of the same. Contractor shall allow sufficient time to enable the City Engineer or an authorized representative to make the proper tests and inspection. As soon as the materials are tested and inspected, the Contractor shall immediately remove all rejected materials from the work and to such a point distant there from as the City Engineer or authorized representative may require. No materials shall be used before being inspected and approved by the City Engineer or authorized representative. Failure of the City Engineer or authorized representative to condemn or reject inferior materials or work does not imply acceptance of the same should their inferiority become evident at any time.

The Contractor shall furnish at their own expense such labor as may be required to enable a thorough inspection and culling of all materials.

Obstruction, Guard and Contractor's Liability

The Contractor shall follow Section 4100 of the Standard Specifications for Construction in all cases to maintain a safe passageway at all road crossings, crosswalks and street intersections, and shall do all other things necessary to prevent accidents or loss of any kind, and shall save the City harmless forever from any and all damages, costs, and expenses resulting from the neglect or failure of the Contractor in the performance of this Contract, to properly protect the public and employees from injury to person or property.

Time of Commencement and Completion

The Contractor shall commence the work within thirty (30) days after written notice from the City, and complete the entire Contract on or before the final completion date specified in the special instructions to bidders incorporated and made a part of this contract herein. Contractor's failure to satisfactorily and timely complete the Contract work shall

result in a deduction by City, out of the money which may be due or become due Contractor liquidated damages in accordance with the agreed upon schedule attached hereto as Exhibit "A", fixed and determined by the parties to be liquidated damages.

Substantial completion shall mean that the specified improvement is operational and/or functional. Final completion shall consist of completing remaining items and the repair of all punch list and clean up items.

At any time before expiration of the original or extended Contract time, a written request may be made to the City Engineer for additional time to complete the Contract. The request shall be supported by adequate documentation stating the reasons and basis for the request. The City Engineer's determination will consider to what extent the delays were caused by conditions beyond the Contractor's control that may be offset by time lost due to the failure to diligently prosecute the work or to other conditions within the Contractor's control. A plea that insufficient time was specified is not a valid reason for a time extension. A time extension will not be considered for inclement weather or for the time period from November 15 to April 15.

Contractor must pay City liquidated damages for failure to timely complete the Contract work irrespective of whether there are monies due on the Contract.

Claim for Damages

Delay occasioned by any act or omission over which the Contractor has no control, or on the part of the City, may entitle the Contractor to an extension of time in which to complete the work. Contractor shall give notice in writing to the City Commission of the cause of such delay within thirty (30) days, yet in no case after the expiration of the original or extended Contract time.

Subletting

The Contractor shall not assign or sublet the whole or any portion of the Contract work (except for the supply of materials, equipment and tools) without first obtaining the written consent of the City Engineer. Consent given does not release the Contractor from responsibility. Contractor shall be held accountable the same as if no consent had been given. The Contractor will be required to give their personal attention to the work.

Specifications and Plans

The work shall be done in strict conformity to the plans and specifications as defined by the City Engineer.

Defective Work

The Contractor, upon being so directed by the City Engineer or authorized representative, shall suspend, remove or reconstruct, or make good without charge any work which they may consider to be defectively executed.

Competent Workers to be Employed

The Contractor shall provide and have at all times a competent Superintendent in charge of the overall Project who will be personally available at the site of the work within 24 hours' notice. This Superintendent may be either the Contractor himself or a responsible employee who has been authorized to act in the Contractor's behalf. This individual shall be fully authorized to:

- (a) Conduct all business with the subcontractors.
- (b) Negotiate and execute all Contract change orders or directly coordinate with the Contractor on such matters.
- (c) Execute the orders and directions of the Engineer or authorized representative without delay.
- (d) Promptly supply the materials, equipment, tools, labor, and incidentals necessary for prosecution of the work.

At all times while work is actually being performed, the Contractor shall have at the site of the work a competent individual who is:

- (a) Authorized and fully capable of managing, directing, and coordinating the work in progress.
- (b) Thoroughly experienced in the type of work being performed.
- (c) Capable of reading and thoroughly understanding the Plans and Specifications.
- (d) Authorized to receive instructions from the Engineer or authorized representative.

If this individual is an employee of someone other than the Contractor, the Contractor shall notify the Engineer or authorized representative as to who will act in the supervisory capacity stated above. This individual and the Superintendent having overall responsibility for the Project may be one and the same person if constantly available in person on the Project and fully qualified in all other respects.

If any person employed by the Contractor appears incompetent, disorderly, or disobedient to the City Engineer or authorized representative, they shall be discharged immediately upon request of the City Engineer or authorized representative and shall not again be employed upon the work without the consent of the City Engineer or authorized representative.

Contractor must give preference in accordance with N. D. Cent. Code section 43-07-20 to the employment of bona fide North Dakota residents, as determined by section 54-01-26, with preference given first to honorably discharged disabled veterans and veterans of the armed forces of the United States, as defined in section 37-19.1-01, who are deemed to be qualified in the performance of that work.

Laws and Ordinances to be Observed

Contractor must abide by all applicable laws. Contractor shall indemnify the City against all claims, damages, suits, actions and expenses, including reasonable attorney's fees to the property of the City of any person, caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Contract, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Contract. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Contract, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Contract for the indemnity of the City.

Failure to Prosecute Work Vigorously

Contractor shall commence work under this Contract within thirty (30) days after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a Contract breach, and the Contractor and surety shall be liable for the full amount of the Contract.

If, at any time during the prosecution of the work, in the opinion of the City Engineer, Contractor is not employing the necessary resources to timely complete the Contract, or performing in an un-workmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a Contract breach and the Contractor and surety shall be liable on their bond for the full amount of the Contract price.

The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo; and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

Neither the abandonment of this Contract by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

Payments

The City may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the City Engineer make payment to a Contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.

The retained amounts will be according to the following table:

<u>Percentage of Completion</u>	<u>Percent Retained</u>
0 – 90%	5%
91 – 100%	1 – 5%*

*Reduction of retainage is at the discretion of the City Engineer based on the progress of the contract.

Guarantee

Contractor guarantees the Contract work will remain in good condition for a warranty period of one (1) year from the date of acceptance by the City, ordinary wear excepted, and is financially responsible for any repairs necessary to maintain the Contract work in good condition during said warranty period. The determination of the necessity for

repairs above mentioned rests entirely with the City Commission whose decision upon the matter shall be final and obligatory upon the Contractor.

Miscellaneous

No work will be done on Sunday except in case of emergency, in which case the Contractor shall sufficiently establish that an emergency exists. However, Sunday work may be authorized by the City Engineer in advance on a case-by-case basis.

This Contract with all its forms, plans, profiles, specifications and stipulations shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the City as if each and all of them had been specifically mentioned.

IN WITNESS WHEREOF, the City Commission of the City of Fargo, by its Mayor, has made and executed this Contract on behalf of said City, and has caused the seal of said City to be hereto affixed and the Contractor has hereunto set their hand and seal the day and year first above written.

CITY OF FARGO (a Municipal Corporation)

by _____
Mayor of the City of Fargo
Dr. Timothy J. Mahoney

(City Seal)

ATTEST:

City Auditor
Steve Sprague

30 Specialties

(Contractor)

by *[Signature]*

(Signature)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Parking Study Task Order

Location: Downtown

Date of Hearing: 4/21/2025

Routing

City Commission

PWPEC File

Project Files

Date

4/28/2025

X

Mark Williams

The Committee reviewed the accompanying correspondence from Assistant Planning Director, Mark Williams, regarding the need for a comprehensive parking study for Downtown Fargo.

Fargo has changed greatly since the last comprehensive parking system evaluation conducted in 2012. Recent changes include downtown flood protection, new City Hall, new RoCo and Mercantile Ramps as well as the anticipated NP Ramp currently under construction.

Planning is seeking approval of a task order with KLJ in the amount of \$180,375 for the 2025 Downtown Parking Study.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of the task order with KLJ in the amount of \$180,375.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the task order with KLJ in the amount of \$180,375.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Planning Dept

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

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Nathan Boerboom

ATTEST:



Nathan Boerboom, P.E.
Assistant City Engineer

MEMORANDUM

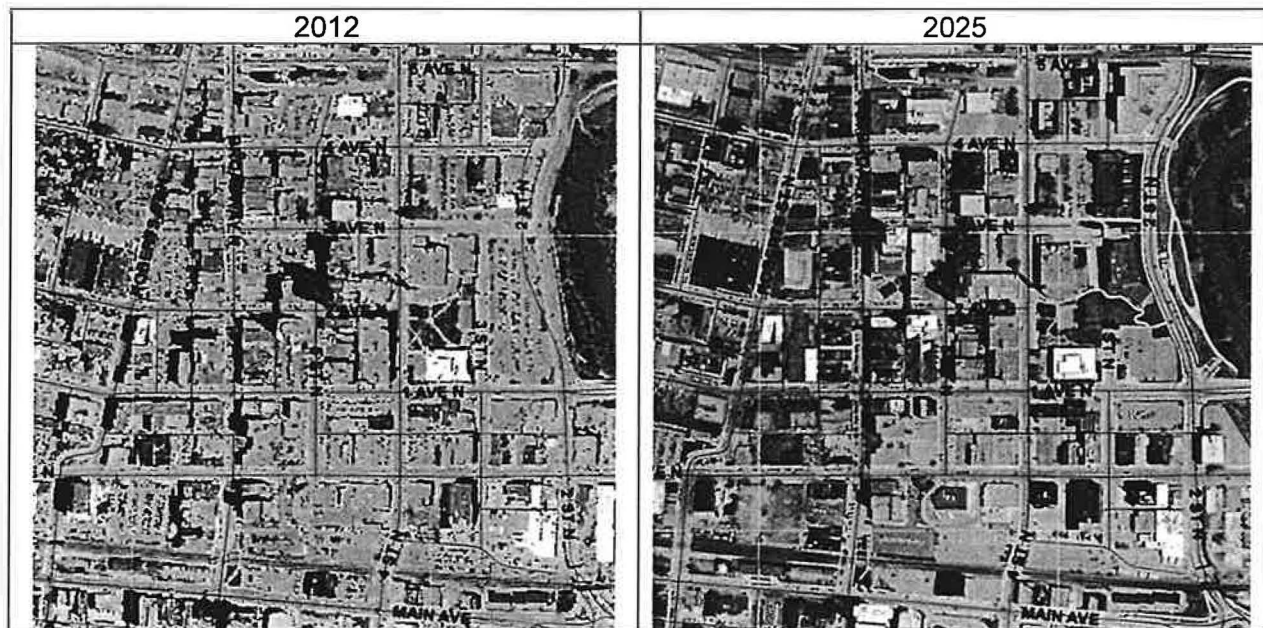
TO: Members of PWPEC

FROM: Mark Williams, Assistant Planning Director

DATE: April 15, 2025

RE: 2025 Downtown Parking Study

Fargo's downtown has changed greatly since the last comprehensive parking system evaluation was conducted in 2012. A snapshot of changes includes downtown flood protection, new City Hall, new RoCo and Mercantile Ramps as well as the anticipated NP Ramp currently under construction.



This comprehensive study scope includes:

- Inventory and utilization of both on and off-street parking facilities
- Evaluate parking service delivery models and parking governance structure including recommendations for efficiency and improvement for the parking system holistically
- Develop RFP (request for proposal) for parking management services and evaluation
- Develop operation and maintenance guidance for parking facilities.

The Parking Workgroup composed of members representing Engineering, Public Works, Finance, Information Systems, Police, Facilities and Planning met on April 15, 2025 and recommends approval of the study.

Recommendation: To recommend approval to City Commission for the scope of services and fees as outlined in the proposal from KLJ under Engineering Master Service Agreement (MSA) dated January 11, 2023 for engineering and planning services outlined in the task order for the 2025 Downtown Parking Study.



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

April 7, 2025

Mr. Mark Williams
Assistant Planning Director
225 4th Street North
Fargo, ND 58102

Re: 2025 Downtown Parking Study – Fargo, ND

Dear Mr. Williams:

We would like to thank you for your interest in our engineering and planning services for the above referenced project. We have attached our proposed scope of services and fees in Exhibits A and B respectively.

Upon acceptance of our proposal, we anticipate the city will initiate a task order for this work in conjunction with our MSA dated January 11, 2023. We can begin work once an agreement is in place.

If you have any questions regarding the information provided, please let us know. We look forward to working with you.

Sincerely,

KLJ

A handwritten signature in dark ink, appearing to read 'Cassie McNames'.

Cassie McNames, PE
Senior Project Manager

Enclosure(s): (2) Exhibit A, Exhibit B
Project #: 2304-01376
cc: File

EXHIBIT A

Planning and Engineering Services 2025 Downtown Parking Study Fargo, ND

Planning and Engineering Services

KLJ has prepared a scope of services to evaluate parking demand, maintenance needs, and parking asset management in downtown Fargo utilizing industry best practices. KLJ will be assisted by Kimley-Horn through the study. The objectives of the study include:

- Establish inventory and utilization summary of existing on and off-street parking facilities
- Evaluate current and future parking service delivery models including the recommended parking governance structure within the City.
- Develop request for proposal for parking management services and assist in evaluation of proposals.
- Develop high-level costs (cost per space) to operate and maintain parking facilities
- Develop operation and maintenance (O&M) Guidelines (best-practices) for parking facilities

The study area is defined as the Central Business District (refer to Attachment 1).

The scope of services is anticipated to include the following tasks.

- I. Project Management
 - a. Execute and administer contracts with City of Fargo and KLJ subconsultants.
 - b. Review and prepare monthly invoices.
 - c. Monitor scope, schedule and budget. Prepare contract amendments as necessary to address changes to scope, schedule and budget.
 - d. Prepare meeting agenda and distribute meeting minutes.
- II. Phase One: Existing & Projected Conditions
 - a. Existing Parking Inventory and Utilization
 - i. Develop an inventory of existing public on- and off-street parking facilities within the study area. The inventory shall include the total number of parking spaces and utilization (occupancy) percentages for each facility.
 1. Parking facilities inventoried will include and be broken down into the following parking types/categories:
 - a. Total current parking inventory (public, on- and off-street)
 - b. On-street parking
 - c. Off-street parking (surface lot)
 - d. Off-street parking (structure/garage)
 2. Public Parking Facility Information will be extrapolated from review and field studies, website, and Interstate Parking interviews/resources including:
 - a. Date built
 - b. Type (structure/lot)
 - c. Number of spaces (by type – ADA, EV, etc.)
 - d. Location (address)

- e. Structural assessments (if any)
 - f. Parking rates (monthly, transient, special event)
 - g. Parking utilization information (monthly, transient, special event)
- ii. Study current public parking facility utilization with review of occupancy/usage rates of on and off-street facilities on a single (mid-week) business day from 9am to 4pm.
 - 1. The current study area will be broken down into blocks aligning with the study area (2011 Parking Study Area) identified in the 2012 Parking Evaluation Study. Due to the size of the current study area being larger than the 2012 study, additional blocks will sequentially integrate as required. Parking inventory data will be collected over the course of one day, midweek (Tuesday, Wednesday, or Thursday), between the hours of 9am and 4pm using a combination of drones and field personnel. The area adjacent to the Sandford Hospital on Broadway will require field personnel to collect data. Two drones will be utilized elsewhere in the study area to collect data. Data will be collected hourly. The drones will collect aerial photo data, as well as manual count data collected will include the number of parking spaces occupied on each block and will include parking type (on street or off street).
 - 2. Drone Survey:
 - a. Two (2) drones and two (2) drone pilots will be utilized to survey the majority of the study area. Drone coverage of the study area is limited to the permissible “fly” areas per Federal Aviation Administration (FAA) regulations.
 - b. A small area that is within a “no-fly” zone, located on the north side of the study area near Sandford Hospital, will be inventoried manually.
 - c. Study area blocks will be divided into three zones; the two “fly” zones assigned to one of each of the two drones, and the “no fly” zone assigned to the manual count.
 - d. Counts will be conducted hourly between 9am to 4pm on the data collection midweek day.
 - 3. It is anticipated that utilization rates for City of Fargo parking structures/garages will be provided by Interstate Parking.
- b. Demand & Utilization Analysis
 - i. Review/extrapolate data from existing/ongoing studies to determine future parking needs. Studies for review may include, but not be limited to the following:
 - 1. FargoParking.com
 - 2. 2024 Parking Facilities Report
 - 3. 2015 City of Fargo Parking Ramp Site Evaluation Study
 - 4. 2012 Fargo Parking Evaluation
 - 5. Fargo Land Development Code 2026 (in-process)
 - 6. 2024 Growth Plan Update
 - 7. 2024 Fargo Transportation Plan

8. University & 10th Street Corridor Study and project website
9. 2018 Downtown InFocus including 2023 Take Action Update
10. Metro COG/Fargo/West Fargo Parking and Access Requirements Study
11. 2050 Demographics Forecast Study for the FM Metropolitan Area
- ii. Parking Demand Calculations
 1. Land Use Analysis
 - a. Identify, inventory and assign land use by study area block
 - b. Cumulative Square footage totals of buildings present per block assigned by land use category will be inventoried
 2. Parking needs (on- and off-street) are to be based on recommended parking ratios by land use type i.e., government/public institutional, commercial, mixed use, and residential, and guidance from previous study recommendations for minimum and maximum recommended spaces per 1,000 square feet (sf) of applicable building sf by block, and/or dwelling unit, as applicable.
- iii. Establish projected utilization based on 10-year forecast for downtown growth and proposed/future land use and/or zoning regulation considerations.
- iv. Identify potential issues, constraints, or existing or future parking policy guidance, which may influence parking needs and demand (demographics, accessibility/access management, one-way streets, Transit Oriented Development [TOD] zones, etc.).
- c. Parking Service Delivery Organization Analysis
 - i. Analyze how the City currently provides services to internal agencies and externally to the broader general public utilizing the 2012 Parking Organizational Analysis as a resource. Analysis will include legislative, organizational, governance, financial, and programmatic structures.
 - ii. Determine how the parking services (i.e. permits, parking enforcement, etc.) are currently being delivered and make recommendations, based on industry practices, on how to deliver these services organizationally and financially in the future including the optimal City governance structure to effectively deliver these services.
 - iii. Limited municipal code diagnostic to review legislation related to the lifecycle of the parking citation issuance, adjudication, and collections process. Recommended adjustments to municipal code, organizational, governance, and financial structures to more effectively deliver public parking services will be informed by industry best practices.
 - iv. Brief review of three (3) peer communities for comparison to approach to parking infrastructure policies for downtown areas. Deliverable will include a brief summary of parking policies currently in place for peer communities.
- d. Parking Agreement Analysis
 - i. The City has utilized public-private partnerships to support economic development and increase public parking availability in and around Downtown. This task will include a review and provide a summary of findings of the public-private partnership agreements, with an emphasis placed on the

added responsibilities the City will be assuming as these facilities are integrated into the City public parking portfolio.

- ii. Review of existing parking management agreement and amendments, including services (management & enforcement) / perks (i.e. offices, storage, vehicles, etc.).

III. Phase Two: Long-term Parking Operations Service Delivery

a. Operational/Maintenance Needs

- i. Provide high-level guidance for capital asset management plan framework which will include recurrence intervals based on industry standards for parking facility element repairs including:
 - 1. Structural
 - 2. Waterproofing
 - 3. Operational
 - 4. System
 - 5. Aesthetic
- ii. Provide general cost per parking space set-aside recommendations for maintenance of parking facilities.
- iii. Provide high-level guidance regarding ongoing O&M of public parking facilities based on industry best practices. It is anticipated this will cover the frequency to act on the following O&M items:
 - 1. Structural systems
 - 2. Roofing/waterproofing
 - 3. Cleaning
 - 4. Doors & Hardware
 - 5. Electrical Systems
 - 6. Elevators
 - 7. HVAC System
 - 8. Equipment
 - a. Operational
 - i. Monthly passes (fobs/ALP)/ Permit management
 - ii. Fees & Payment
 - iii. Payment processing
 - iv. Hourly Parking
 - v. Gate Arms
 - vi. LPR
 - b. Enforcement
 - i. LPR
 - ii. Ticketing (on & off-street)
 - iii. Fees & Payment
 - iv. Vehicles (scooter / car)
 - 9. Safety
 - 10. Security
 - 11. Wayfinding and Graphics
 - 12. Snow and Ice Control

- b. Report
 - i. Prepare a draft report summarizing the findings of the study to review with PAC prior to finalizing.
 - ii. Integrate feedback from PAC into final report.
- c. Parking Management Services Procurement Support
 - i. Assist the City in developing the requisite documents to issue a request for proposal (RFP) for a parking management services vendor to manage the day-to-day operations of the City's public parking system.
 - ii. Detail essential duties to be performed by the selected operator, minimum service level standards, and other operational needs.
 - iii. Develop a budget template to be utilized by prospective operators submitting proposals to the City. The template will also the City to compare each proposer's financial response in a similar manner.
 - iv. Support the evaluation and selection of the preferred parking operator. This will include development of a procurement evaluation matrix for the selection committee to utilize during the interview and selection process.
 - v. Develop a notification to the International Parking and Mobility Institute (IPMI) to inform operators of the RFP opportunity.

IV. Meetings

- a. KJ will meet with a project advisory committee (PAC) up to six (6) times during the study to review progress and allow opportunity for coordination and feedback. It is anticipated the PAC may consist of key leadership from the following departments/stakeholders:
 - i. Administration
 - ii. Planning
 - iii. Engineering
 - iv. Facilities
 - v. Finance
 - vi. Public Works
 - vii. Police Department
 - viii. IS Department
 - ix. Downtown Community Partnership (DCP) / Business Improvement District (BID)
 - x. Interstate Parking
- b. Meetings are anticipated to include:
 - i. Kick-off Meeting
 - ii. Phase One Meetings:
 - 1. Review parking organizational and agreement analysis
 - 2. Review parking inventory, utilization, and growth projections
 - iii. Phase Two Meetings:
 - 1. Review of O&M needs/costs
 - 2. Review of draft 2025 Downtown Parking Study report
 - 3. Review draft request for proposal and evaluation matrix
 - iv. Support the review and evaluation of submitted parking management services proposals

- c. Weekly coordination meetings (up to 12) are anticipated to be held with KLJ, KH, and City during the study duration to review progress and identify questions or concerns.
- d. Presentation of preliminary and final findings to City commission (two meetings).

Deliverables:

- Meeting Agendas & Minutes
- Phase One:
 - Summary of Findings Memo for Existing Parking Inventory, Utilization, and Growth Projections
 - Summary of Findings Memo for Parking Service Delivery Organizational Analysis
 - Summary of Findings Memo for Parking Agreement Analysis
- Phase Two:
 - Capital Asset Management Plan Narrative and Matrix
 - Operations & Maintenance Plan Narrative and Matrix
 - Report for 2025 Downtown Parking Study
 - RFP Scope of Services Narrative
 - Procurement Evaluation Matrix

Roles/Responsibilities:

- KLJ will be responsible for project management, existing parking inventory, demand & utilization analysis, meetings and preparing the final report. KLJ will also oversee Kimley-Horn's scope of services.
- Kimley-Horn will be responsible for operational/maintenance needs, parking service delivery organization analysis, parking agreement analysis, parking management services procurement support, meetings and associated content within the final report.

Information to be Provided by City:

- Current Public-Private Partnership Facility Agreements
- Last Five Years of Program Financial Information
 - Annual budgets
 - Profit & Loss statements
 - Facility-by-Facility specific financial information
 - Revenues by type (monthly, transient, special event)
 - Expenses
 - Staffing plans (outsourced operation)
 - Staffing/organization framework (City)
- Copies of studies identified above.

Estimated Project Timeline

It is understood the project will include both Phase One and Phase Two services. The tasks defined for each Phase may run concurrently to meet schedule outlined below.

Notice to Proceed (NTP) April 2025
 Phase One
 Existing Parking Inventory and Utilization 10 weeks after NTP

Demand & Utilization Analysis.....	10 weeks after NTP
Parking Service Delivery Organizational Analysis	4 weeks after NTP
Parking Agreements Analysis.....	8 weeks after NTP

Phase Two

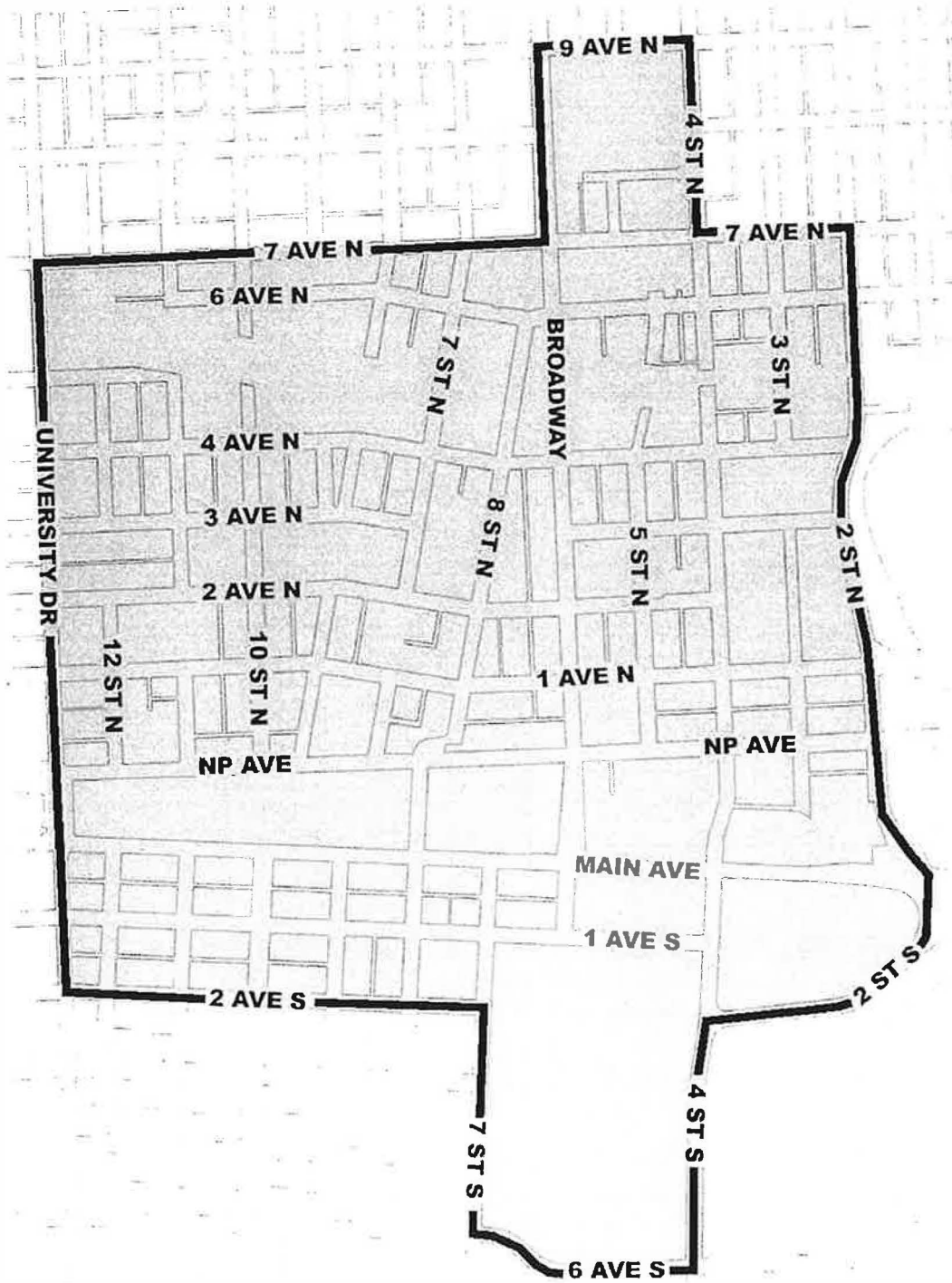
Operations and Maintenance Plan	12 weeks after NTP
Parking Management Services Procurement Support.....	12 weeks after NTP
Report	16 weeks after NTP

Additional Services (not included)

1. Facility assessments
2. Facility specific cost estimates/O&M manuals
3. Financial forecasting & capital improvement plans
4. Public engagement/Stakeholder Outreach
5. Review of Fargo parking ordinances
6. Evaluation of private parking is not included in the scope of the study.
7. Field verification of parking structure/garage inventory/utilization.

Attachment 1

Study Area



Central Business District (<https://fargond.gov/city-government/departments/public-works/snow-removal/central-business-district>)

EXHIBIT B

Planning and Engineering Services 2025 Downtown Parking Study Fargo, ND

Payment for Services

I. Compensation – Standard Hourly Rates Method of Payment

1. The total compensation for services is estimated to be \$180,375 based on the following estimated distribution of compensation:

a. Project Management	\$20,850
b. Existing & Projected Conditions	\$61,050
c. Long-Term Parking Operations Service Delivery	\$72,700
d. Meetings	\$25,775

The amounts above include compensation for engineer/architect's services. Appropriate amounts have been incorporated to account for labor, overhead, profit, and reimbursable expenses. Engineer's Standard Hourly Rates are as agreed upon in Agreement between KLJ Engineering, LLC and the City of Fargo dated January 11, 2023.

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated January 11, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Project Title: 2025 Downtown Parking Study
- B. Description: Evaluate parking demand, maintenance needs, and parking asset management in downtown Fargo utilizing industry best practices. Refer to Exhibit A of Attachment A for additional information.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by KLJ dated April 7, 2025 (Attachment A) and further defined in Exhibit A.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated January 11, 2023.

4. Times for Rendering Services

Phase	Completion Date
Project Management	16 weeks after Notice to Proceed (NTP)
Existing & Projected Conditions	10 weeks after NTP
Long Term Parking Operations Service Delivery	16 weeks after NTP
Meetings	16 weeks after NTP

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Project Management	Hourly	\$20,850
Existing & Projected Conditions	Hourly	\$61,050
Long Term Parking Operations Service Delivery	Hourly	\$72,700
Meetings	Hourly	\$25,775
Total Services = \$180,375		

- B. The terms of payment are set forth in Article 3 of the Master Services Agreement. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

6. Attachments

Attachment A – Proposal submitted by KLJ dated April 7, 2025.

Exhibit A – Engineer’s Scope of Services

Exhibit B – Payment for Services

Attachment 1 – Study Area

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is April 28, 2025.

Owner:

Engineer:

By: _____

By: _____

Name: Dr. Timothy J. MahoneyName: Luke LaLibertyTitle: MayorTitle: Associate VP Municipal

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Mark WilliamsName: Cassie McNamesTitle: Assistant Planning DirectorTitle: Senior Project ManagerApproval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

April 24, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-25-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, November 6, 2024, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-25-A1, located as follows: On 9th Street North from 7th Avenue to 10th Avenue, on 8th Avenue North from 10th Street to 9th Street, on 9th Avenue North from 10th Street to 8th Street, and on 10th Avenue North from 10th Street to 9th Street.

The bids were as follows:

Master Construction Co Inc	\$3,403,624.90
Dakota Underground Co Inc	\$3,550,272.03
Border States Paving Inc	\$4,379,154.85
Park Construction Company	\$5,315,072.17

Engineers Estimate	\$3,580,061.00
--------------------	----------------

Private financial security is not needed.

No protests have been received.

Master Construction Company, Inc. failed to return the signed contract and provide the required contract bond. As a result, the City Commission took action at its April 14, 2025 meeting to formally rescind the contract award to Master Construction Company, Inc.

Following that action, Dakota Underground Company, the second-lowest bidder, contacted the City of Fargo and expressed its willingness to enter into a contract for the project. North Dakota Century Code § 48-01.2-05 provides that, "If a successful bidder does not execute a contract within the ten days allowed, the bidder's bond must be forfeited to the governing body and the project awarded to the next lowest responsible bidder."

As this course of action is supported by the contractor and authorized under state law, the Engineering Department recommends awarding the contract to Dakota Underground Company in the amount of \$3,550,272.03, as the lowest responsive and responsible bid.

Sincerely,

A handwritten signature in black ink, appearing to read 'TKM', written over a horizontal line.

Thomas Knakmuhs, P.E.

City Engineer



Engineer's Statement Of Cost Improvement District # BR-25-A1

Paving And Utility Rehab/Reconstruction

On 9th Street North from 7th Avenue to 10th Avenue, on 8th Avenue North from 10th Street to 9th Street, on 9th Avenue North from 10th Street to 8th Street, and on 10th Avenue North from 10th Street to 9th Street.

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

North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-25-A1 of the City of Fargo, North

Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Pipe All Sizes All Types	LF	750.00	25.00	18,750.00
2	Remove Manhole	EA	7.00	2,000.00	14,000.00
3	Bore Pipe SDR 26 - 6" Dia PVC	LF	40.00	108.00	4,320.00
4	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1,200.00	108.00	129,600.00
5	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	835.00	203.00	169,505.00
6	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	480.00	208.00	99,840.00
7	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	95.00	283.00	26,885.00
8	F&I Manhole 4' Dia Reinf Conc	EA	6.00	17,100.00	102,600.00
9	Connect Sewer Service	EA	52.00	3,500.00	182,000.00
10	Connect Pipe to Exist Pipe	EA	3.00	3,650.00	10,950.00
11	Connect Pipe to Exist Structure	EA	1.00	3,500.00	3,500.00
12	F&I Controlled Density Fill	LS	1.00	9,600.00	9,600.00
13	Clean Pipe All Sizes All Types	LF	1,098.00	5.00	5,490.00
Sanitary Sewer Total					777,040.00

Water Main

14	Remove Pipe All Sizes All Types	LF	920.00	25.00	23,000.00
15	F&I Hydrant	EA	4.00	7,500.00	30,000.00
16	F&I Hydrant Ext. 6" High	EA	1.00	1,400.00	1,400.00
17	F&I Fittings C153 Ductile Iron	LB	1,739.00	11.00	19,129.00
18	Connect Pipe to Exist Pipe	EA	11.00	3,000.00	33,000.00
19	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	100.00	118.00	11,800.00
20	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	37.00	123.00	4,551.00
21	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,240.00	128.00	286,720.00
22	F&I Gate Valve 4" Dia	EA	2.00	2,600.00	5,200.00
23	F&I Gate Valve 6" Dia	EA	4.00	2,900.00	11,600.00
24	F&I Gate Valve 8" Dia	EA	13.00	3,600.00	46,800.00

25	Furnish Temp Water Svc	EA	53.00	600.00	31,800.00
26	Connect Water Service	EA	59.00	1000.00	59,000.00
27	F&I Pipe w/GB 1" Dia Water Service	LF	1,660.00	88.00	146,080.00
28	Bore Pipe 1" Dia Water Service	LF	60.00	88.00	5,280.00
29	F&I Pipe w/GB 1.5" Dia Water Service	LF	60.00	98.00	5,880.00
30	Rem & Repl CS & Box 1" Dia	EA	55.00	900.00	49,500.00
31	Rem & Repl CS & Box 1.5" Dia	EA	2.00	1,100.00	2,200.00
32	F&I Casting Water Service	EA	2.00	450.00	900.00
33	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	0.01	2.00
Water Main Total					773,842.00

Storm Sewer

34	Remove Pipe All Sizes All Types	LF	858.00	35.00	30,030.00
35	Remove Manhole	EA	8.00	1,800.00	14,400.00
36	Remove Inlet	EA	13.00	1100.00	14,300.00
37	Connect Pipe to Exist Pipe	EA	9.00	1,600.00	14,400.00
38	Connect Pipe to Exist Structure	EA	3.00	2,200.00	6,600.00
39	F&I Inlet - Single Box (SBI) Reinf Conc	EA	10.00	4,800.00	48,000.00
40	F&I Manhole 4' Dia Reinf Conc	EA	6.00	3,000.00	18,000.00
41	F&I Manhole 6' Dia Reinf Conc	EA	1.00	11,000.00	11,000.00
42	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	3.00	14,200.00	42,600.00
43	F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	1.00	8,500.00	8,500.00
44	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	88.00	128.00	11,264.00
45	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	22.00	138.00	3,036.00
46	F&I Pipe w/GB 12" Dia	LF	349.00	140.00	48,860.00
47	F&I Pipe w/GB 15" Dia	LF	246.00	150.00	36,900.00
48	F&I Pipe w/GB 18" Dia	LF	87.00	160.00	13,920.00
49	F&I Pipe w/GB 12" Dia Reinf Conc	LF	6.00	140.00	840.00
50	F&I Pipe w/GB 15" Dia Reinf Conc	LF	81.00	150.00	12,150.00
51	F&I Pipe w/GB 18" Dia Reinf Conc	LF	12.00	160.00	1,920.00
52	F&I Pipe w/GB 30" Dia Reinf Conc	LF	24.00	369.00	8,856.00
53	F&I Pipe w/GB 36" Dia Reinf Conc	LF	199.00	375.00	74,625.00
54	Repair Manhole Floor & Invert	EA	1.00	4,000.00	4,000.00
55	Repair Pipe 30" Dia	EA	1.00	2,500.00	2,500.00
Storm Sewer Total					426,701.00

Paving

56	Construction Signing	SF	36.00	15.75	567.00
57	Irrigation Repair	EA	8.00	1,125.00	9,000.00
58	F&I Bare Root Decid Tree 1.5" Dia	EA	3.00	735.00	2,205.00
59	Remove Pavement All Thicknesses All Types	SY	7,970.00	15.00	119,550.00

60	Remove Curb & Gutter	LF	5,100.00	8.00	40,800.00
61	Remove Sidewalk All Thicknesses All Types	SY	2,200.00	14.00	30,800.00
62	Remove Driveway All Thicknesses All Types	SY	1,975.00	14.00	27,650.00
63	Rem & Repl Casting - Std Manhole	EA	3.00	1,200.00	3,600.00
64	Rem & Repl Casting - Self Leveling	EA	2.00	2,390.00	4,780.00
65	Casting to Grade - Blvd	EA	2.00	500.00	1,000.00
66	Casting to Grade - w/Conc	EA	19.00	600.00	11,400.00
67	Casting to Grade - no Conc	EA	11.00	700.00	7,700.00
68	Subgrade Preparation	SY	9,980.00	5.00	49,900.00
69	F&I Woven Geotextile	SY	9,980.00	2.50	24,950.00
70	F&I Class 5 Agg - 8" Thick	SY	9,980.00	16.00	159,680.00
71	F&I Edge Drain 4" Dia PVC	LF	5,100.00	11.00	56,100.00
72	F&I Curb & Gutter Standard (Type II)	LF	5,100.00	32.00	163,200.00
73	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,900.00	98.00	382,200.00
74	F&I Sidewalk 4" Thick Reinf Conc	SY	2,100.00	81.00	170,100.00
75	F&I Sidewalk 6" Thick Reinf Conc	SY	105.00	97.00	10,185.00
76	F&I Driveway 6" Thick Reinf Conc	SY	2,000.00	92.00	184,000.00
77	F&I Det Warn Panels Cast Iron	SF	216.00	65.00	14,040.00
78	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,900.00	1,900.00
79	GV Box to Grade - Blvd	EA	5.00	350.00	1,750.00
80	GV Box to Grade - no Conc	EA	14.00	650.00	9,100.00
81	Boulevard Grading	SY	7,750.00	5.00	38,750.00
82	Seeding Type C	SY	7,750.00	1.20	9,300.00
83	Mulching Type 1 Hydro	SY	7,750.00	0.65	5,037.50
84	Weed Control Type B	SY	7,750.00	0.10	775.00
85	Stormwater Management	LS	1.00	5,000.00	5,000.00
86	Temp Construction Entrance	EA	3.00	0.01	0.03
87	Inlet Protection - Existing Inlet	EA	27.00	250.00	6,750.00
88	Inlet Protection - New Inlet	EA	17.00	250.00	4,250.00
89	Traffic Control - Type 1	LS	1.00	10,000.00	10,000.00

Paving Total **1,566,019.53**

Signing

90	F&I Sign Assembly	EA	15.00	53.00	795.00
91	F&I Sign Assembly & Anchor	EA	23.00	74.00	1,702.00
92	F&I Diamond Grade Cubed	SF	93.30	25.00	2,332.50
93	F&I High Intensity Prismatic	SF	80.00	23.00	1,840.00


Signing Total **6,669.50**

Total Construction in \$ 3,550,272.03

Engineering 10.00% 355,027.20

Admin	4.00%	142,010.88
Legal	3.00%	106,508.16
Interest	4.00%	142,010.88
Contingency	5.00%	177,513.60
Total Estimated Costs		4,473,342.76
Utility Funds - Wastewater - 521		1,326,874.00
Utility Funds - Water - 501		1,172,709.00
Utility Funds - Stormwater - 524		268,821.63
Utility Funds - Street Lights - 528		8,403.57
Sales Tax Funds - Infrastructure - 420		959,353.73
Special Assessments		737,180.83
Unfunded Costs		0.00

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


 Tom Knakmuhs
 City Engineer



RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-25-A
PAVING AND UTILITY REHAB/RECONSTRUCTION
Determining Insufficiency of Protests

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

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota (the "Board"), has created by resolution Improvement District No. BR-25-A (the "Improvement District") in the City of Fargo, North Dakota (the "City"), as required by North Dakota Century Code, Chapter 40-22 (the "Act"); and

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

WHEREAS, the City has caused the resolution of necessity for the project relating to the Improvement District (the "Resolution") to be published once each week for two consecutive weeks in the official newspaper of the City, as required by the Act; and

WHEREAS, the Act provides that, if within thirty days after the first publication of the Resolution the owners of any property within the Improvement District file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said Resolution, the Board, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof; and

WHEREAS, thirty days have passed since the date of the first publication of the Resolution and the time for filing protests has expired;

NOW THEREFORE BE IT RESOLVED, that the Board hereby finds that the written protests received are insufficient to bar any of the proceedings relating to the project in the Improvement District.

C E R T I F I C A T E

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 28th day of April, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 28th day of April, 2025.

Steven Sprague
City Auditor

(SEAL)

10

April 23, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-25-H1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 23, 2025, for Asphalt Mill & Overlay, Improvement District No. PR-25-H1, located as follows: Various locations in the City of Fargo.

The bids were as follows:

FM Asphalt LLC	\$1,837,589.00
Border States Paving Inc	\$1,917,013.70
Northern Improvement Co	\$1,955,877.00
Engineers Estimate	\$2,211,546.00

Private financial security is not needed.

4 protests were received amounting to less than 1% of the Improvement District.

This office recommends award of the contract to FM Asphalt LLC in the amount of \$1,837,589.00 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.

City Engineer



Engineer's Statement Of Cost
Improvement District # PR-25-H1
Asphalt Mill & Overlay

Various locations in the City of Fargo

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Asphalt Mill & Overlay Improvement District # PR-25-H1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
SECTION 1					
1	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	16.50	8,250.00
2	Rem & Repl Curb & Gutter	LF	300.00	72.00	21,600.00
3	F&I Sidewalk 6" Thick Reinf Conc	SY	40.00	119.00	4,760.00
4	Remove Sidewalk All Thicknesses All Types	SY	40.00	19.00	760.00
5	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.00	2,000.00
6	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	126.00	6,300.00
7	F&I Det Warn Panels Cast Iron	SF	40.00	58.00	2,320.00
8	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,135.00	79.00	89,665.00
9	Rem & Repl Casting - Inlet	EA	1.00	1,235.00	1,235.00
10	Rem & Repl Casting - Self Leveling	EA	4.00	2,050.00	8,200.00
11	Casting to Grade - no Conc	EA	4.00	525.00	2,100.00
12	GV Box to Grade - no Conc	EA	6.00	525.00	3,150.00
13	Rem & Repl Pavement 8" Thick Asph	SY	200.00	100.00	20,000.00
14	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	7,800.00	1.55	12,090.00
15	Sodding	SY	100.00	60.00	6,000.00
16	Traffic Control - Type 1	LS	1.00	1,600.00	1,600.00
SECTION 1 Total					190,030.00
SECTION 1 PAVEMENT MARKINGS					
17	F&I Grooved Plastic Film 16" Wide	LF	22.00	35.00	770.00
18	F&I Grooved Plastic Film 24" Wide	LF	126.00	60.00	7,560.00
19	Paint Epoxy Line 4" Wide	LF	1,078.00	5.50	5,929.00
20	Paint Epoxy Line 8" Wide	LF	268.00	10.00	2,680.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
1	Paint Epoxy Line 24" Wide	LF	54.00	35.00	1,890.00
2	Paint Epoxy Message	SF	140.00	35.00	4,900.00
SECTION 1 PAVEMENT MARKINGS Total					23,729.00
SECTION 2					
3	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	16.50	33,000.00
4	Rem & Repl Curb & Gutter	LF	1,000.00	72.00	72,000.00
5	F&I Sidewalk 6" Thick Reinf Conc	SY	332.00	124.00	41,168.00
6	Remove Sidewalk All Thicknesses All Types	SY	332.00	20.00	6,640.00
7	Adjust Driveway - Mud/Sand Jack	SF	3,000.00	4.00	12,000.00
8	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	126.00	6,300.00
9	F&I Det Warn Panels Cast Iron	SF	592.00	58.00	34,336.00
0	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4,500.00	74.50	335,250.00
1	Rem & Repl Casting - Inlet	EA	2.00	1,235.00	2,470.00
2	Casting to Grade - no Conc	EA	3.00	350.00	1,050.00
3	GV Box to Grade - no Conc	EA	28.00	525.00	14,700.00
4	Rem & Repl Pavement 8" Thick Asph	SY	500.00	100.00	50,000.00
5	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	36,000.00	1.55	55,800.00
6	Sodding	SY	400.00	55.00	22,000.00
7	Traffic Control - Type 1	LS	1.00	2,100.00	2,100.00
SECTION 2 Total					688,814.00
SECTION 2 PAVEMENT MARKINGS					
38	Paint Epoxy Line 24" Wide	LF	294.00	35.00	10,290.00
SECTION 2 PAVEMENT MARKINGS Total					10,290.00
SECTION 2 STORM WATER					
39	F&I Repair Band 4" thru 12" Dia	EA	2.00	1,400.00	2,800.00
40	Repair Inlet	EA	5.00	500.00	2,500.00
SECTION 2 STORM WATER Total					5,300.00
SECTION 3					
41	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	16.50	16,500.00
42	Rem & Repl Curb & Gutter	LF	1,000.00	72.00	72,000.00
43	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	158.00	1,580.00
44	Remove Sidewalk All Thicknesses All Types	SY	10.00	23.00	230.00
45	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	4.00	8,000.00
46	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	130.00	6,500.00
47	F&I Det Warn Panels Cast Iron	SF	8.00	58.00	464.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
48	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	5,800.00	74.50	432,100.00
49	Rem & Repl Casting - Inlet	EA	2.00	1,235.00	2,470.00
50	Casting to Grade - no Conc	EA	2.00	350.00	700.00
51	GV Box to Grade - no Conc	EA	10.00	525.00	5,250.00
52	Rem & Repl Pavement 10" Thick Asph	SY	100.00	125.00	12,500.00
53	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	46,600.00	1.55	72,230.00
54	Sodding	SY	100.00	65.00	6,500.00
55	Traffic Control - Type 1	LS	1.00	1,025.00	1,025.00

SECTION 3 Total 638,049.00

SECTION 3 PAVEMENT MARKINGS & LOOPS

56	Paint Epoxy Line 4" Wide	LF	7,661.00	5.50	42,135.50
57	Paint Epoxy Line 8" Wide	LF	247.00	10.00	2,470.00
58	Paint Epoxy Line 16" Wide	LF	33.00	30.00	990.00
59	Paint Epoxy Line 24" Wide	LF	168.00	35.00	5,880.00
60	Paint Epoxy Message	SF	308.00	35.00	10,780.00
61	F&I Detection Sawed-In Loop	EA	14.00	4,000.00	56,000.00

SECTION 3 PAVEMENT MARKINGS & LOOPS Total 118,255.50

SECTION 3 STORM SEWER

62	F&I Repair Band 4" thru 12" Dia	EA	1.00	1,400.00	1,400.00
63	Repair Inlet	EA	5.00	500.00	2,500.00

SECTION 3 STORM SEWER Total 3,900.00

SECTION 4

64	Repair Inlet	EA	1.00	500.00	500.00
65	Adjust Curb & Gutter - Mud/Sand Jack	LF	200.00	16.50	3,300.00
66	Rem & Repl Curb & Gutter	LF	200.00	72.00	14,400.00
67	Adjust Driveway - Mud/Sand Jack	SF	200.00	4.00	800.00
68	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25.00	127.00	3,175.00
69	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	450.00	79.00	35,550.00
70	Rem & Repl Casting - Inlet	EA	1.00	1,235.00	1,235.00
71	Rem & Repl Casting - Self Leveling	EA	2.00	2,050.00	4,100.00
72	GV Box to Grade - no Conc	EA	2.00	525.00	1,050.00
73	Rem & Repl Pavement 8" Thick Asph	SY	100.00	100.00	10,000.00
74	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	3,200.00	3.25	10,400.00
75	Sodding	SY	25.00	60.00	1,500.00
76	Traffic Control - Type 1	LS	1.00	290.00	290.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
SECTION 4 Total					86,300.00
SECTION 4 PAVEMENT MARKINGS					
7	Paint Epoxy Line 4" Wide	LF	1,225.00	5.50	6,737.50
SECTION 4 PAVEMENT MARKINGS Total					6,737.50
SECTION 5					
78	Repair Inlet	EA	1.00	500.00	500.00
79	Adjust Curb & Gutter - Mud/Sand Jack	LF	200.00	16.50	3,300.00
80	Rem & Repl Curb & Gutter	LF	100.00	87.00	8,700.00
81	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	135.00	1,350.00
82	Remove Sidewalk All Thicknesses All Types	SY	10.00	24.00	240.00
83	Adjust Driveway - Mud/Sand Jack	SF	200.00	4.00	800.00
84	Rem & Repl Driveway 6" Thick Reinf Conc	SY	25.00	126.00	3,150.00
85	F&I Det Warn Panels Cast Iron	SF	8.00	58.00	464.00
86	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	400.00	79.00	31,600.00
87	GV Box to Grade - no Conc	EA	1.00	525.00	525.00
88	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	2,800.00	3.25	9,100.00
89	Sodding	SY	25.00	60.00	1,500.00
90	Traffic Control - Type 1	LS	1.00	580.00	580.00
SECTION 5 Total					61,809.00
SECTION 5 PAVEMENT MARKINGS					
91	F&I Grooved Plastic Film 24" Wide	LF	42.00	60.00	2,520.00
92	Paint Epoxy Message	SF	53.00	35.00	1,855.00
SECTION 5 PAVEMENT MARKINGS Total					4,375.00
Total Construction in \$					1,837,589.00

Engineering	10.00%	183,758.90
Admin	4.00%	73,503.56
Legal	3.00%	55,127.67
Interest	4.00%	73,503.56
Contingency	5.00%	91,879.45
Total Estimated Costs		2,315,362.14
Utility Funds - Street Lights - 528		102,933.81
Utility Funds - Stormwater - 524		5,796.00
Sales Tax Funds - Infrastructure - 420		1,079,335.47
Special Assessments		1,127,296.86
Unfunded Costs		0.00

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



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

Thomas Knakmuhs, P.E.
City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. PR-25-H
ASPHALT MILL & OVERLAY
Determining Insufficiency of Protests

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

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota (the "Board"), has created by resolution Improvement District No. PR-25-H (the "Improvement District") in the City of Fargo, North Dakota (the "City"), as required by North Dakota Century Code, Chapter 40-22 (the "Act"); and

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

WHEREAS, the City has caused the resolution of necessity for the project relating to the Improvement District (the "Resolution") to be published once each week for two consecutive weeks in the official newspaper of the City, as required by the Act; and

WHEREAS, the Act provides that, if within thirty days after the first publication of the Resolution the owners of any property within the Improvement District file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said Resolution, the Board, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof; and

WHEREAS, thirty days have passed since the date of the first publication of the Resolution and the time for filing protests has expired;

NOW THEREFORE BE IT RESOLVED, that the Board hereby finds that the written protests received are insufficient to bar any of the proceedings relating to the project in the Improvement District.

C E R T I F I C A T E

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 28th day of April, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 28th day of April, 2025.

Steven Sprague
City Auditor

(SEAL)

12

April 23, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SR-25-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 23, 2025, for Sidewalk & Shared Use Path Rehab/Reconstruction, Project No. SR-25-B1, located as follows: Various Areas Citywide.

The bids were as follows:

Border States Paving Inc	\$459,814.20
Earthwork Services, Inc	\$475,291.00
All Finish Concrete	\$601,880.00
Roers Construction Company LLC	\$603,340.00
Engineers Estimate	\$753,691.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Border States Paving Inc. in the amount of \$459,814.20 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Project # SR-25-B1
Sidewalk & Shared Use Path Rehab/Reconstruction

Various Areas City Wide

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Sidewalk & Shared Use Path Rehab/Reconstruction Project # SR-25-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Assessed					
1	F&I Sidewalk 4" Thick Reinf Conc	SY	2,761.00	75.10	207,351.10
2	F&I Sidewalk 6" Thick Reinf Conc	SY	40.00	80.00	3,200.00
3	Rem & Repl Curb & Gutter	LF	60.00	79.30	4,758.00
4	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	300.00	106.00	31,800.00
5	Rem & Repl Driveway 6" Thick Reinf Conc	SY	138.00	121.00	16,698.00
6	Sodding	SY	40.00	57.80	2,312.00
7	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	6,400.00	6,400.00
8	Remove Tree	EA	1.00	946.00	946.00
9	Topsoil - Strip & Spread	CY	365.00	19.00	6,935.00
10	Topsoil - Import	CY	87.00	26.70	2,322.90
11	Fill - Import	CY	270.00	24.50	6,615.00
12	F&I Pipe SDR 26 - 12" Dia PVC	LF	36.00	169.00	6,084.00
13	Connect Pipe to Exist Structure	EA	1.00	4,170.00	4,170.00
Assessed Total					299,592.00
City Paid					
14	Rem & Repl Curb & Gutter	LF	130.00	79.30	10,309.00
15	F&I Sidewalk 4" Thick Reinf Conc	SY	80.00	75.20	6,016.00
16	F&I Sidewalk 6" Thick Reinf Conc	SY	52.00	80.00	4,160.00
17	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	150.00	106.00	15,900.00
18	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50.00	121.00	6,050.00
19	F&I Det Warn Panels Cast Iron	SF	148.00	63.10	9,338.80

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	Casting to Grade - w/Conc	EA	12.00	567.00	6,804.00
21	GV Box to Grade - w/Conc	EA	3.00	489.00	1,467.00
22	Curb Stop Box to Grade	EA	8.00	205.00	1,640.00
23	Seeding Type B	SY	5,200.00	5.10	26,520.00
24	Mulching Type 1 Hydro	SY	5,200.00	5.10	26,520.00
25	Irrigation Repair	EA	10.00	878.00	8,780.00
26	Remove Sidewalk All Thicknesses All Types	SY	40.00	20.00	800.00
27	Remove Driveway All Thicknesses All Types	SY	40.00	20.00	800.00
28	Topsoil - Import Special	CY	120.00	56.40	6,768.00
29	Rem & Repl Pavement 9" Thick Asph	SY	40.00	203.00	8,120.00
30	Traffic Control - Type 1	LS	1.00	8,410.00	8,410.00
City Paid Total					148,402.80
Street Lights					
31	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	27.00	122.00	3,294.00
32	Rem & Repl Pull Box Cover	EA	4.00	2.60	10.40
33	Seeding Type B	SY	10.00	5.25	52.50
34	Mulching Type 1 Hydro	SY	10.00	5.25	52.50
35	Traffic Control - Type 2	LS	1.00	8,410.00	8,410.00
Street Lights Total					11,819.40
Total Construction in \$					459,814.20

Engineering	10.00%	45,981.42
Admin	4.00%	18,392.57
Legal	3.00%	13,794.42
Interest	4.00%	18,392.57
Contingency	5.00%	22,990.71
Total Estimated Costs		579,365.89
Sidewalk Assessments		377,485.92
Sales Tax Funds - Infrastructure - 420		186,987.52
Utility Funds - Street Lights - 528		14,892.45
Unfunded Costs		0.00

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



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

Thomas Knakmuhs, P.E.
City Engineer



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: April 23, 2025
Re: North Parking Deck Repairs – Amendment 2 to KLJ Task Order 3 (RFP24010)

The North Parking Deck at City Hall has significant drainage issues. In March of 2024, under the Engineering MSA (RFP24010), KLJ was assigned Task Order 3 to complete a non-invasive investigation of the North Parking Deck and provide a report summarizing findings, two recommendations for remedy and a rough order of magnitude range for construction costs related to those recommendations. In August of 2024, KLJ provided the report to complete Phase 1 of this project. Phase 2 consisted of supplemental investigative work to determine the full extent of repairs to mitigate the water and drainage issues.

KLJ has provided the scope for Phase 3 of this project as Amendment 2 to Task Order 3 of the Engineering MSA. This phase includes construction documents, bidding assistance and construction administration for the construction necessary to repair the issues discovered in previous phases.

The cost for this work is \$193,525. We are requesting approval to move forward with this phase in order to develop the construction documents and bid the project out in the Fall of 2025. The construction is anticipated to take place in 2026. Funding for this work and the construction has been secured through the recent bond sale.

Recommended Action:

Approve Amendment 2 to Task Order 3 for KLJ to begin Phase 3 of the North Parking Deck Repairs Project.

2205-01305
AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

Background Data

- a. Effective Date of Engineer-Owner Agreement: March 12, 2024
- b. Engineer: KLJ Engineering LLC
- c. Owner: City of Fargo
- d. Project: City Hall Parking Structure Assessment & Repairs
Construction Documents, Bidding Assistance, & Construction
- e. This Part of the Project: Administration

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☒ Modifications to time(s) for rendering Services

Description of Modifications:

Refer to Exhibits A-2 and B-2 attached.

Agreement Summary

- | | |
|-------------------------------------|-----------|
| a. Original agreement amount: | \$21,500 |
| b. Net change for prior amendments: | \$42,375 |
| c. This amendment amount: | \$193,525 |
| d. Adjusted Agreement amount: | \$257,400 |

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 15, 2025.

ENGINEER: KLI Engineering LLC

OWNER: City of Fargo



By: Luke LaLiberty

Title: Associate VP Municipal

Date Signed: April 16, 2025



By: Bekki Majerus

Title: Director of Facilities Management

Date Signed: _____



**Exhibit A-2
Amendment No. 2
Engineering Services
City Hall Deck Repairs
Fargo, ND**

Engineer's Services

The City of Fargo has requested KLJ complete construction documents, provide bidding assistance, and construction administration for repairs to the north parking deck of City Hall located at 225 4th Street North, Fargo, ND. The repairs are necessary to mitigate the drainage and waterproofing issues outlined in the January 22, 2025, memorandum prepared by Miller Dunwiddie titled "North Parking Plaza Water and Drainage Distress" (MD Memo). It is our understanding the City has elected to move forward with the option titled "Permanent Remedial Action" in the MD Memo. This is further supplemented by "Repair Option 2" outlined in a report prepared by Kimley-Horn on July 31, 2024, titled "Fargo City Hall North Parking Plaza – Drainage Peer Review and Assessment" (KH Report). In addition to design services, KLJ, in conjunction with subconsultants Kimley-Horn and Miller Dunwiddie, will prepare construction documents to be utilized for bidding and construction. Braun Intertec Corporation (Braun) will provide material testing services for concrete during construction. Construction costs are anticipated to be \$1.75M and construction is expected to be completed in 2026. The project is expected to be funded through a local bond referendum such that state and federal funds will not be utilized. The scope of repairs is anticipated to include the following:

- Removal and replacement of the north parking plaza concrete topping slab, insulation board, drainage mat, and protection board/layer. A new waterproofing membrane will be placed over the existing membrane.
- Removal and replacement of brick façade and/or concrete veneer along the perimeter of the north parking plaza to facilitate termination of the waterproofing system to the backup wall. New waterproofing membrane will be properly terminated.
- Removal and re-installation of precast coping at top of parapet wall to all proper termination of new waterproofing at parapet wall and around existing guardrails.
- Excavation and fill along north and west walls to properly terminate waterproofing membrane at foundation walls. Exposed waterproofing membrane will be properly covered to prevent UV exposure.
- Replacement of plaza drains with multi-level drainage capable promenade drains.
- Specifications for flood proof testing of new waterproofing membrane.
- Provide positive drainage, as feasible with existing constraints (ex. building finished floor, etc.), for concrete topping slab at north deck plaza.
- Extend height of existing guard rail as necessary to assist with positive drainage on north parking plaza deck.
- Provide parking bumper protection along existing parapet. This will not include structural modifications, only protection of the existing façade from damage.

The services anticipated to assist in this task are as follows.

I. Engineer's Services

A. Construction Documents

1. Finalize design associated with repairs outlined above.
2. Prepare 50% progress submittal, including plans, specifications, and opinions of cost, to review with City.



3. Prepare 95% progress submittal, including plans, specifications, and opinions of cost, to review with City.
4. Coordinate front end specifications (EJCDC 2020) and construction contracts with City and City Attorney. It is assumed the project will be bid with a single prime contract.
5. Prepare final plans and specifications stamped and signed by design professionals licensed in the State of North Dakota. Deliver one electronic set of documents to City of Fargo.
6. Submit final plans to City Building Inspection department for plan review. Permits shall be responsibility of contractor.

B. Bidding Assistance

1. Prepare advertisement for bids to be coordinated with City of Fargo.
2. Assemble bid documents and upload them to the appropriate plan rooms and builder's exchanges. It is assumed the project will be bid using QuestCDN vBid, such that paper bids will not be allowed.
3. Issue addendums and field questions regarding changes or additional information to supplement project drawings and specifications.
4. Attend pre-bid meeting to be held at City Hall.
5. Attend the bid opening.
6. Review and tabulate bids.
7. Make a recommendation to City to award.
8. Issue Notice of Award.

C. Construction Administration:

1. Assist City with executing construction contract between City and Contractor. Contract is assumed to be EJCDC 520 (2020 version).
2. Answer questions and issue responses to RFI's as necessary to clarify drawings or specifications.
3. Shop drawing review, which will include no more than two reviews per submittal.
4. Review of pay requests.
5. Preparation of proposal requests and change orders.
6. Attendance & administration of weekly construction meetings. Construction is estimated to extend no more than 4-months. A site visit to review construction progress will be held concurrent with the construction meetings.
7. Material testing will include the following:
 - a. Up to five (5) trips to site to conduct testing.
 - b. Sample and test plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing.
 - c. Perform laboratory compressive strength testing of the concrete samples
 - d. Provide project management and scheduling for material testing services.
 - e. Electronic transmittal of test results.
8. Preparation of a punch list prior to substantial completion.
9. Final walkthrough.
10. Review of construction closeout documents.
11. Conduct a 10-month warranty review site visit to identify warranty items prior to expiration of the contractor's warranty.



II. Team responsibilities:

- A. KLJ – Project Management, bidding assistance, and construction administration.
- B. Kimley-Horn –Structural engineering, construction documents, bidding assistance, and construction administration.
- C. Miller Dunwiddie – Construction documents, architecture, waterproofing, bidding assistance, and construction administration.
- D. Braun Intertec Corporation – Material testing

III. Anticipated Project Schedule

Contract Execution/Notice to Proceed (NTP)April 30, 2025
Construction Documents (CDs)..... October 1, 2025
Bidding Assistance.....December 2025-January 2026
Construction Administration.....April – July 2026

IV. Services Not Included

These services can be provided upon request and will be negotiated at the time services are rendered and will be addressed in an amendment to the contract.

- A. Mechanical, Electrical, Civil, Geotechnical engineering services.
- B. City of Fargo permitting.
- C. Re-bidding a bid package or preparation of multiple bid packages.
- D. Extended construction duration beyond what is described above.
- E. Construction survey/staking.
- F. Preparation of as-built drawings.
- G. Additional services, tasks, and meetings not described in tasks outlined above.

**Exhibit B-2
Amendment 2
Engineering Services
City Hall Parking Structure Assessment & Repairs
Fargo, ND**

Payment for Services

I. Compensation – Standard Hourly Rates Method of Payment

1. The total compensation for services is estimated to be \$193,525 based on the following estimated distribution of compensation:
 - a. Construction Documents \$94,375
 - b. Bidding Assistance \$13,475
 - c. Construction Administration \$85,675

The amounts above include compensation for engineer/architect's services. Appropriate amounts have been incorporated to account for labor, overhead, profit, and reimbursable expenses. Engineer's Standard Hourly Rates are as agreed upon in Master Service Agreement between City of Fargo and KJ dated December 15, 2023.

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.



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

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: April 28, 2025

Due to lack of agenda items, FAHR did not meet on April 21st; however, we are providing the March General Fund financial report and a Forestry request to receive a tree donation for your consideration.

Receive & File: General Fund – YTD March Budget to Actual
General Fund - 1Q25 Projection

Action Needed: Forestry – Tree Donation

City of Fargo, North Dakota
General Fund - Budget to Actual
Unaudited Monthly Financial Statements - March 31, 2025
Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	\$ 39,099	\$ 39,476	\$ 377
2	Licenses & Permits	1,167	919	(248)
3	Intergovernmental Revenue	2,774	2,206	(568)
4	Charges for Services	1,916	1,791	(125)
5	Fines & Traffic Tickets	411	354	(57)
6	Interest	1,875	1,850	(25)
7	Miscellaneous Revenue	168	64	(104)
8	Transfers In	4,348	4,194	(153)
Total Revenues		\$ 51,758	\$ 50,854	\$ (903)
EXPENDITURES:				
9	General Government	\$ 7,890	\$ 7,714	\$ 176
10	Public Safety	12,094	10,971	1,123
11	Public Works	3,510	3,149	361
12	Health & Welfare	3,622	3,203	419
13	Culture & Recreation	1,345	1,264	82
14	Economic Development	104	391	(288)
15	General Support	374	299	75
16	Capital Outlay	15	6	9
17	Operating Transfers	1,043	1,007	36
18	Contingency (Salary Savings)	(469)	1	(470)
Total Expenditures		\$ 29,528	\$ 28,005	\$ 1,523
Revenue Over (Under) Expenditures		\$ 22,230	\$ 22,849	\$ 619

- 3** Timing with Grant Revenue - offset with lower Expense.
- 10** Lower FT labor for Police & Fire;
- 12** Lower Temp/Seasonal labor; timing w/ Grant-related Expenses (offset with lower Grant Rev).
- 14** Budget error: budget excluded final payment of NDSCS pledge.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.

City of Fargo, North Dakota
General Fund - 2025 Year End Projections
As of March 31, 2025
Amounts shown in thousands

	YTD 2025 Actual	Remaining 2025 Estimates	YE 2025 Projections
REVENUES:			
1 Taxes	\$ 39,476	\$ 14,262	\$ 53,738
Licenses & Permits	919	5,855	6,774
2 Intergovernmental Revenue	2,206	27,018	29,224
3 Charges for Services	1,791	14,233	16,024
4 Fines & Traffic Tickets	354	1,291	1,645
5 Interest	1,850	4,900	6,750
6 Miscellaneous Revenue	64		64
7 Transfers In	4,194	13,396	17,590
Total Revenues	\$ 50,854	\$ 80,954	\$ 131,808
EXPENDITURES:			
8 General Government	\$ 7,714	\$ 22,018	\$ 29,732
9 Public Safety	10,971	45,299	56,270
10 Public Works	3,149	12,750	15,899
11 Health & Welfare	3,203	12,241	15,444
12 Culture & Recreation	1,264	4,563	5,827
13 Economic Development	391	113	504
14 General Support	299	1,212	1,511
15 Capital Outlay	6	142	148
Operating Transfers	1,007	8,099	9,106
16 Contingency (Salary Savings)	1	(2,633)	(2,632)
Total Expenditures	\$ 28,005	\$ 103,803	\$ 131,808
Revenue Over (Under) Expenditures	\$ 22,849	\$ (22,849)	\$ 0

NOTE:

Does not include impacts of New Public Safety Sales Tax Revenue and related Expenses.
Following BOCC approval of a plan for the funds, a budget adjustment will be requested and subsequent projections will include public safety sales tax activity.

Report of Action:
FAHR



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

Department:

Forestry

Description:

See Memo. Forestry requests to accept a donation of 169 elm trees from ASN Contractors. Due to plan changes, ASN no longer had a need for containerized elm trees they had purchased and reached out to several local public entities (Fargo Parks, City of Moorhead, and City of Fargo) to see if they would like the trees. Fargo's requested donation is valued at approximately \$25,000.

Net Financial Impact:

\$0

FAHR members endorsed this request.

Suggested Motion:

Approve City of Fargo receipt of a donation of 169 elm trees from ASN Contractors.



PUBLIC WORKS OPERATIONS

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1465
FAX: (701) 241-8100

To: FAHR Committee

From: Scott Liudahl, City Forester

Date: April 15, 2025

Re: Donation Acceptance

Members of the FAHR Committee,

In October 2024, I was contacted by Kristen Almen, Operations Environmental Coordinator, ASN Constructors. They are currently the project coordinator for the FM Diversion Project.

As part of the diversion project, they had purchased 924 containerized elm trees for planting along certain sections of the project. However, the planting requirements changed. The trees could no longer be utilized.

Kristen reached out to the City of Moorhead Forestry Department, the Fargo Park District, and the City of Fargo Forestry Department to see if we would accept a donation. All three entities were interested. The City of Fargo would like to accept 169 of the trees. A value of approximately \$25,000.00.

The trees are planned for planting in various public property locations, including street tree plantings and city buyout areas, throughout the community.

Recommended motion:

Move to approve donation of 169 elm trees from ASN Constructors.

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow

FAHR tree donation 4-2025.doc

Central Fueling
Fleet Purchase
And Vehicle Maintenance

Right of Way Maintenance
Sanitary & Storm
Sewer Maintenance

Snow Removal
Street Maintenance
Street Name Sign Maintenance

Urban Forestry
Watermeters
Watermain Distribution

45

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: April 28, 2025

SUBJECT: STATION ALERTING SYSTEM FOR FIRE STATIONS (RFQ24142)

This request is to approve the new fire station alerting system purchase for Fargo Fire Stations 2 and 7 at this time, and Fire Stations 1, 3, 4, and 6 in the near future, as budget allows.

When Fire Station 8 was originally bid, the station alerting system that was going to be installed was a Comtech system, which matched the other seven fire stations. As construction was starting, we found out that Comtech suddenly went out of business. After an RFQ process, it was determined to move forward with APS Firehouse Alerting as the new station alerting system provider. Station 8 had APS installed and Station 5 has APS included in the bid, so it is being installed as part of the remodel.

The existing Comtech systems at both Fire Station 2 and 7 have deteriorated to the point that they need to be replaced now.

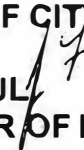
The price for the equipment at Station 2 is \$47,199 and the cost of the equipment at Station 7 is \$54,376. A separate bid for the electrical work is being sought and is estimated to be less than \$20,000 per station.

RECOMMENDED MOTION: Approve the purchase of the APS Firehouse Alerting equipment for Fire Stations 2 and 7 in the amount of \$101,575, and the associated electrical work that needs to be done at each station, including Fire Stations 1, 3, 4, and 6 in the future.



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 24, 2025

RE: AGREEMENT WITH DR. JESSIE LINDEMANN FOR HEALTH
OFFICER SERVICES.
RFP: #25078

The attached agreement is with Dr. Jessie Lindemann for providing Health Officer services to Fargo Cass Public Health based on the requirements of the RFP 25078.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve the agreement for services between Fargo Cass Public Health and Dr. Jessie Lindemann.

JF/lls
Attachment

THIS AGREEMENT, effective the first of May 1, 2025, by and between the CITY OF FARGO, a North Dakota municipal corporation ("City"); and Dr. Jessie Lindemann ("Physician"). It is hereby agreed by and between the parties hereto as follows:

A. Term of Agreement: The parties agree that Dr. Lindemann shall provide the Health Officer services for a period of one (1) year, with the agreement commencing May 1, 2025. This agreement may then be extended with negotiated one-year periods for a maximum of six (6) years, if approved and accepted in writing by both parties. The total term of the contract will not exceed seven (7) years.

B. Health Officer Services to be provided: The Physician serves as the Health Officer for Fargo Cass Public Health by enforcing the public health laws, regulations, and ordinances within Fargo and Cass County relating to preservation of life and health of individuals. The health officer may recommend, advise and provide guidance to the Board of Health and Fargo Cass Public Health Department for the provision of essential public health services and functions. In doing so, the health officer shall maintain an office within the jurisdiction of the public health department and may select and discharge any assistant health officer in the public health department, consistent with any terms of appointment. The services to be provided will consist of consultation to professional staff and available on call consultation when needed by the health department management staff including, but not necessarily limited to:

1. All duties and responsibilities as stated in North Dakota Century Code § 23-35-12(2), "Within the jurisdiction of the board of health, a local health officer:
 - a. Shall keep a record of the official acts of the local health officer.
 - b. Shall enforce every law and rule relating to preservation of life and health of individuals.
 - c. May exercise the powers and duties of the board of health under the supervision of the board of health.
 - d. May make sanitary inspections of any place within the jurisdiction in which the local health officer finds a probability of a health-threatening condition exists.
 - e. May investigate public water and ice supplies suspected of contamination and initiate necessary condemnation proceedings.
 - f. May enforce school cleanliness; inspect any school that may be overcrowded, poorly ventilated, or unsanitary; and, when necessary, report cases of any unsanitary or unsafe school building to the board of health for investigation.
 - g. May take any action necessary for the protection of public health and safety.
 - h. May determine when confinement and decontamination is necessary for the safety of the public. The local health officer may establish confinements consistent with procedures provided under chapter 23-07.6 and perform any acts required for decontamination when necessary.
 - i. Shall maintain an office within the jurisdiction of the public health unit consistent with any terms of appointment.



CONTRACT AGREEMENT FOR HEALTH OFFICER SERVICES BETWEEN THE CITY OF FARGO AND JESSIE LINDEMANN, MD

ADMINISTRATION

TERM: 05/01/2025 TO 04/30/2026 - Page 3 of 3

- H. Independent Contractor:** It is understood and agreed that the relationship created by this Agreement shall be that of Independent Contractor. Physician shall not be deemed to be an employee of the City of Fargo for any other purpose. In this regard, Physician shall provide her own malpractice insurance.
- I. Malpractice Insurance:** City will reimburse Physician malpractice insurance in the amount of \$125.00 per month of service.
- J. Licensure fees:** City will reimburse Physician for reasonable and necessary costs associated with maintaining their medical license in the amount of \$1,000.00 per year.
- K. Local Public Health Unit Compliance:** It is understood and agreed that Physician shall adhere to North Dakota Century Code, Chapter 23-35, as it relates to local public health units.
- L. License to Practice Effective:** Physician shall advise City of any claims made or license admonishments, suspensions or revocation proceedings. If at any time Physician's medical license is not effective, Physician agrees to reimburse City for any monies paid for the period Physician was unable to provide the necessary services as identified in this Agreement.
- M. Written Amendments:** Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- N. Choice of Law:** North Dakota law shall apply to the terms of this Agreement, and any disputes shall be venued in Cass County, North Dakota. The parties waive any objection to personal jurisdiction.
- O. Severability:** If any term of this Agreement is determined by a court of law to be ineffective or void, the remaining terms shall remain in full force and effect.
- P. Assignment:** This Agreement shall not be assigned by either party without the express written consent of the other party.

CITY OF FARGO


Jenn Faul, Director of Public Health

04/23/2025
Date

PHYSICIAN


Jessie Lindemann, MD

04/24/2025
Date

Timothy J. Mahoney, Mayor, City of Fargo Date

ATTEST:

Steve Sprague, City Auditor



(17)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
JF
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 24, 2025

**RE: PURCHASE OF SERVICE AGREEMENT WITH NORTHERN
CASS PUBLIC SCHOOL.
FUNDS: \$56,722.88
EXPIRES: 06/30/2026**

The attached purchase of service agreement is with Northern Cass Public School for \$56,722.82 for nursing services for the 2024-2025 school year.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve the purchase of service agreement with Northern Cass Public School.

JF/lls
Attachment



**PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC
SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

NURSING- SCHOOL

TERM: 07/01/2025 TO 06/30/2026 - Page 1 of 8

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

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

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

I. TERMS OF CONTRACT

The term of this contract shall be for the school year 2025-2026, beginning on July 1, 2025, and ending on June 30, 2026. This contract may be renewed for subsequent school years by written agreement of the parties. Provided that either party may terminate this contract at any time upon thirty (30) days written notice to other party.

II. TERMINATION

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

III. SCOPE OF SERVICE

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

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 70 percent for the district and 30 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken during the regularly scheduled school year by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on extended leave.
3. Northern Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement, plus an extra 100 hours to use over the school year. Therefore, Northern Cass Public School District agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 30 hours per week, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$44.62.
4. Fargo Cass Public Health will be reimbursed at a rate of 70 percent for nurses and aides who take time off during non-scheduled school days, up to two weeks, between August 20, 2025, and May 22, 2026.
5. Mileage expense for nursing staff and aides to travel between Fargo Cass Public Health and Northern Cass Public School shall be reimbursed at the IRS rate, which is currently at .70 cents per mile, up to a maximum of 500 miles per school year.

V. CHANGES

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

hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with

FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

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



**PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC
SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

NURSING- SCHOOL

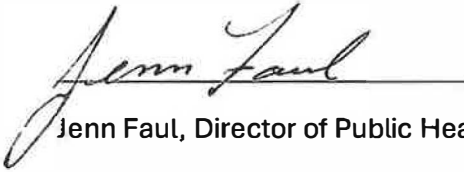
TERM: 07/01/2025 TO 06/30/2026 · Page 5 of 8

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER ASSURANCES: See Attachment C (Provider Assurances)

**PROVIDER- FARGO CASS PUBLIC HEALTH
DISTRICT**




Jenn Faul, Director of Public Health

04/22/2025

Date

NORTHERN CASS PUBLIC SCHOOL


Cory Steiner (Apr 22, 2025 15:13 CDT)

4/22/25

Cory Steiner, Superintendent

Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

ATTEST:

Steve Sprague, City Auditor



**PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC
SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

NURSING- SCHOOL

TERM: 07/01/2025 TO 06/30/2026 - Page 7 of 8

**ATTACHMENT B
2025 - 2026
SCHOOL HEALTH SERVICES BUDGET**

SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2025 to 6-30-2026

NURSING COVERAGE- Northern Cass at 70% and FCPH at 30%

<u>Staff</u>	<u>Hours/week</u>	<u>Weeks</u>	<u>Hourly compensation</u>	<u>Total</u>
Nurse	30	35	\$ 44.62	\$ 46,851.00
	30	2	\$ 44.62	\$ 2,677.20
RN ADMINISTRATION COST	36 hours per budget year		\$ 64.45	\$ 2,320.20
			Sub-total	\$ 51,848.40
			Northern Cass @ 70%	\$ 36,293.88
			FCPH @ 30%	\$ 15,554.52
Additional Hours at 100%	10	35	\$ 44.62	\$ 15,617.00
Additional Hours at 100%	100 hours/year		\$ 44.62	\$ 4,462.00
Mileage	Up to 500 miles/year		\$ 0.70	\$ 350.00
			Northern Cass @ 100%	\$ 20,429.20
NORTHERN CASS TOTAL				\$ 56,722.88
FCPH TOTAL				\$ 15,554.52

NOTE: TOTAL COST FOR FCPH 7-1-2025 TO 6-30-2026= \$15,554.52






Northern Cass School 2025-2026 Agreement

Final Audit Report

2025-04-22

Created:	2025-04-22
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3vuCkXISaRrUMPKS2S8yofSTpIKQOtI3

"Northern Cass School 2025-2026 Agreement" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2025-04-22 - 7:44:32 PM GMT
-  Document emailed to Cory Steiner (cory.steiner@northerncassschool.com) for signature
2025-04-22 - 7:44:50 PM GMT
-  Email viewed by Cory Steiner (cory.steiner@northerncassschool.com)
2025-04-22 - 8:12:37 PM GMT
-  Document e-signed by Cory Steiner (cory.steiner@northerncassschool.com)
Signature Date: 2025-04-22 - 8:13:58 PM GMT - Time Source: server
-  Agreement completed.
2025-04-22 - 8:13:58 PM GMT



48

Memorandum

DATE: April 23, 2025
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: 2024 International Codes Adoption and recommended motion

Background:

Every three years the Inspections Department, Fire Department, and the Board of Appeals is tasked with updating the Fire, Building, Residential, Mechanical, Fuel Gas, Property Maintenance, Existing Building, and Energy codes for the city of Fargo. We hold public hearings with the Board of Appeals to present changes and amendments to the codes. At the meetings we discuss the issues and the Board makes recommendations for changes. We have completed that process and are now seeking to adopt the 2024 International codes with the recommended amendments. The final step in the process is to have the city attorney draft the appropriate ordinances to adopt the updated codes and amendments.

We are recommending the adoption of the 2024 versions of the International Fire code, International Building Code, International Residential code, International Mechanical code, International Fuel Gas code, International Energy Efficiency code, International Property Maintenance code, and the International Existing Building code along with the amendments that have been presented to the Board of Appeals.

RECOMMENDED MOTION: Direct the City Attorney's Office to prepare the necessary ordinances for adoption of the 2024 International Codes together with the recommended amendments to those codes.

19

City of Fargo Staff Report			
Title:	Simonson Companies 4 th Addition	Date:	03-25-2025
		Update:	04-23-2025
Location:	3971 53 Ave South & 5237 38 Street South	Staff Contact:	Chelsea Levorsen, Planner
Legal Description:	Lot 2, Block 1 Simonson Companies Third Addition & Lot 1, Block 1 Simonson Companies Second Addition		
Owner(s)/Applicant:	Simonson Companies, LLC	Engineer:	Lowry Engineering, Inc.
Entitlements Requested:	Minor Subdivision (replat of Lot 2, Block 1 Simonson Companies Third Addition & Lot 1, Block 1 Simonson Companies Second Addition)		
Status:	City Commission Consent Agenda: April 28 th , 2025		

Existing	Proposed
Land Use: Undeveloped	Land Use: No Change / Future Commercial
Zoning: LC, Limited Commercial with a CO, Conditional Overlay	Zoning: No change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, offices, off-premise advertising , commercial parking, retail sales and service, self-storage, vehicle repair , limited vehicle service, and certain telecommunication facilities. Conditional Overlay No. 5370 prohibits certain uses as indicated above, and provides design and pedestrian connectivity standards.	Uses Allowed: No change. Conditional overlay remains in effect.
Maximum Lot Coverage Allowed: Maximum 55% building coverage	Maximum Density Allowed: No change

Proposal:
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, to be known as Simonson Companies Fourth Addition, a replat of Lot 2, Block 1, Simonson Companies Third Addition and Lot 1, Block 1, Simonson Companies Second Addition to the City of Fargo, Cass County, North Dakota <p>The subject property is located at 3971 53rd avenue South and 5237 38 Street South, and encompasses approximately 2.81 acres. This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: 52 Avenue South / Town & Country Credit Union, with zoning of GC, General Commercial with C-O • East: 38 Street South / Starbucks with zoning of LC, Limited Commercial with C-O • South: Undeveloped, with zoning of LC, Limited Commercial with C-O • West: Valvoline Instant Oil Change, with zoning of LC, Limited Commercial with C-O

Context:

Neighborhood: The District

Schools: The subject property is located within the Fargo School District, specifically within the Kennedy Elementary, Discovery Middle, and Davies High Schools.

Parks: The Pines Park, located at 5371 42 Avenue South, is within a quarter mile to the southwest of the property. Park Amenities include a basketball court, grills, picnic tables, two playgrounds, recreational trails, and a shelter.

Pedestrian / Bicycle: Shared-use paths border the subject property on 52nd Avenue South, 38th Street South, and 53rd Avenue South. These shared-use paths connect directly to The Pines Park and the metro area path system.

Transit: MATBUS Route 18 runs along 38th Street South on the east side of the subject property, and has a stop at Walmart, approximately 0.20 miles east of the subject property. Walmart connects to the downtown GTC, Ground Transportation Center by way of 40th Avenue South, 42nd Street South, 25th Street South, and University Drive.

Staff Analysis:**Minor Subdivision:**

The subdivision plat divides two existing lots into a one block, two-lot subdivision for commercial development.

Zoning and C-O, Conditional Overlay:

The property is zoned LC, Limited Commercial with a C-O, Conditional Overlay Ordinance No. 5370, which prohibits certain uses and provides design and pedestrian connectivity standards. This Conditional Overlay was created with Simonson Companies Second Addition and it will carry through with this subdivision. No zone changes or modification to the C-O is proposed.

Access & Amenities:

Access to the lots is provided by access easements with connect to 38th Street South and 53rd Avenue South. These easements were created with the Simonson Companies Second Addition Plat in 2020. There is no direct access to 52nd Avenue South.

Staff has prepared an amenities plan specifying developer considerations related to public improvements, stormwater, water, and septic.

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 for the property is LC, Limited Commercial with C-O, Conditional Overlay. No zone changes or C-O modification is proposed. This zoning is consistent with the 2024 Fargo Growth Plan and the property is within the Mixed Commercial, Office, and Residential place type. The current LC zoning is consistent with these land use designations. In accordance with section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within

300 feet of the subject property. To date, staff has not received any inquiries about the application. The project has been reviewed by the City's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. **(Criteria Satisfied)**

NOTE ON CONTINGENT APPROVAL: The suggested motion below states that approval is contingent on final technical review of the plat, including the City Engineer's signature. This contingency is proposed as the Engineering Department is reviewing one minor revision to the plat. The contingent motion below allows the City Commission to approve the plat at this time. Once the final technical review is complete and the City Engineer has signed the plat, then the City can then proceed with recording the plat, if approval is received as referenced below. Please note that all future permits, such as building permits, are on hold until the plat can be recorded

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Simonson Companies Fourth Addition** as outlined within the staff report, contingent on final technical review of the plat, including the City Engineer's signature, as the proposal complies with the adopted 2024 Fargo Growth Plan, the standards of Article 20-06, Section 20-0907 B and C, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: April 1st, 2025

At the April 1st, 2025 Planning Commission hearing, that Commission, by a vote of 9-0 with two commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Simonson Companies Fourth Addition** as outlined within the staff report, as the proposal complies with the adopted 2024 Fargo Growth Plan, the standards of Article 20-06, Section 20-0907 B and C, and all other applicable requirements of the Land Development Code".

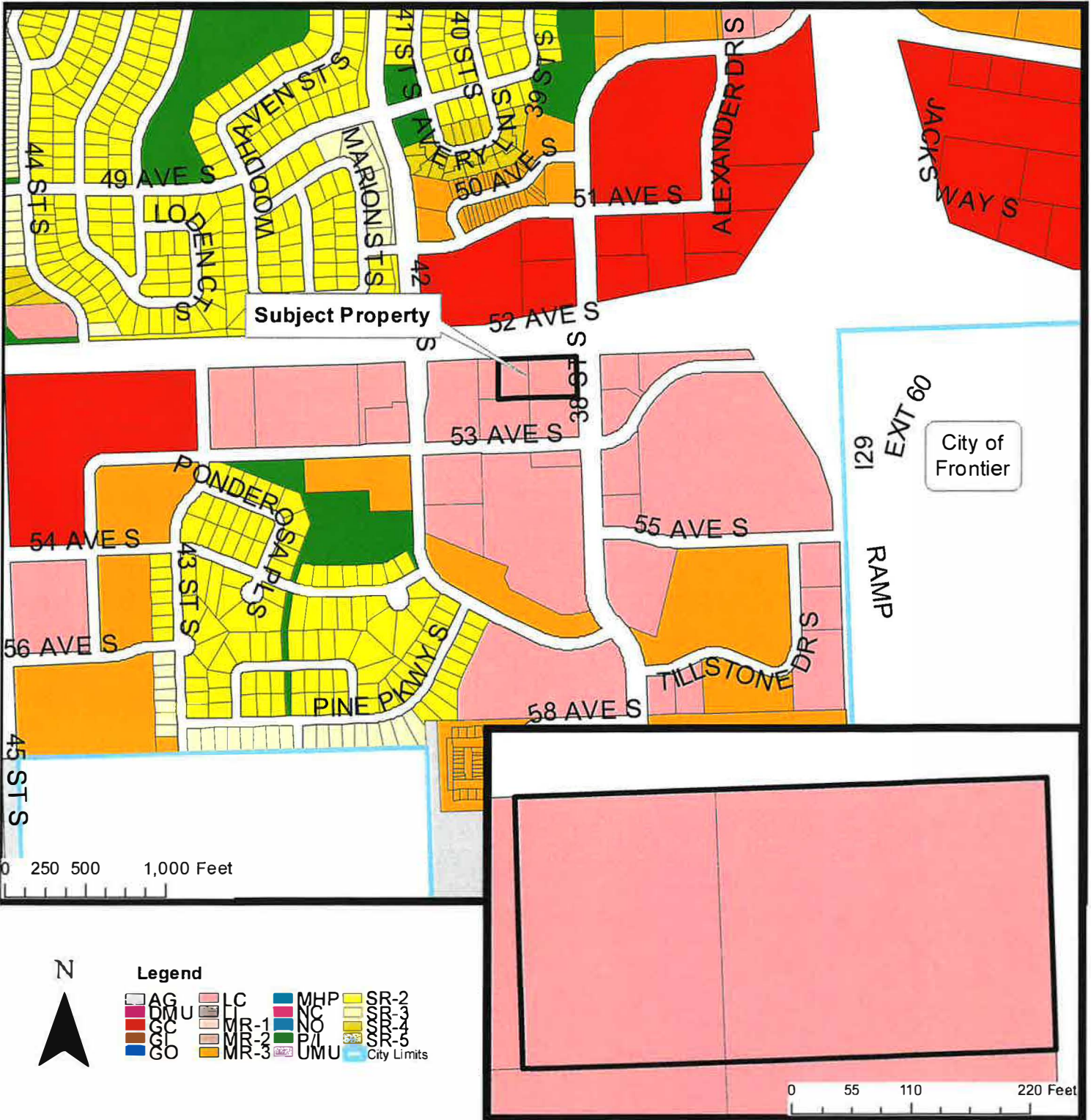
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Simonson Companies Fourth Addition

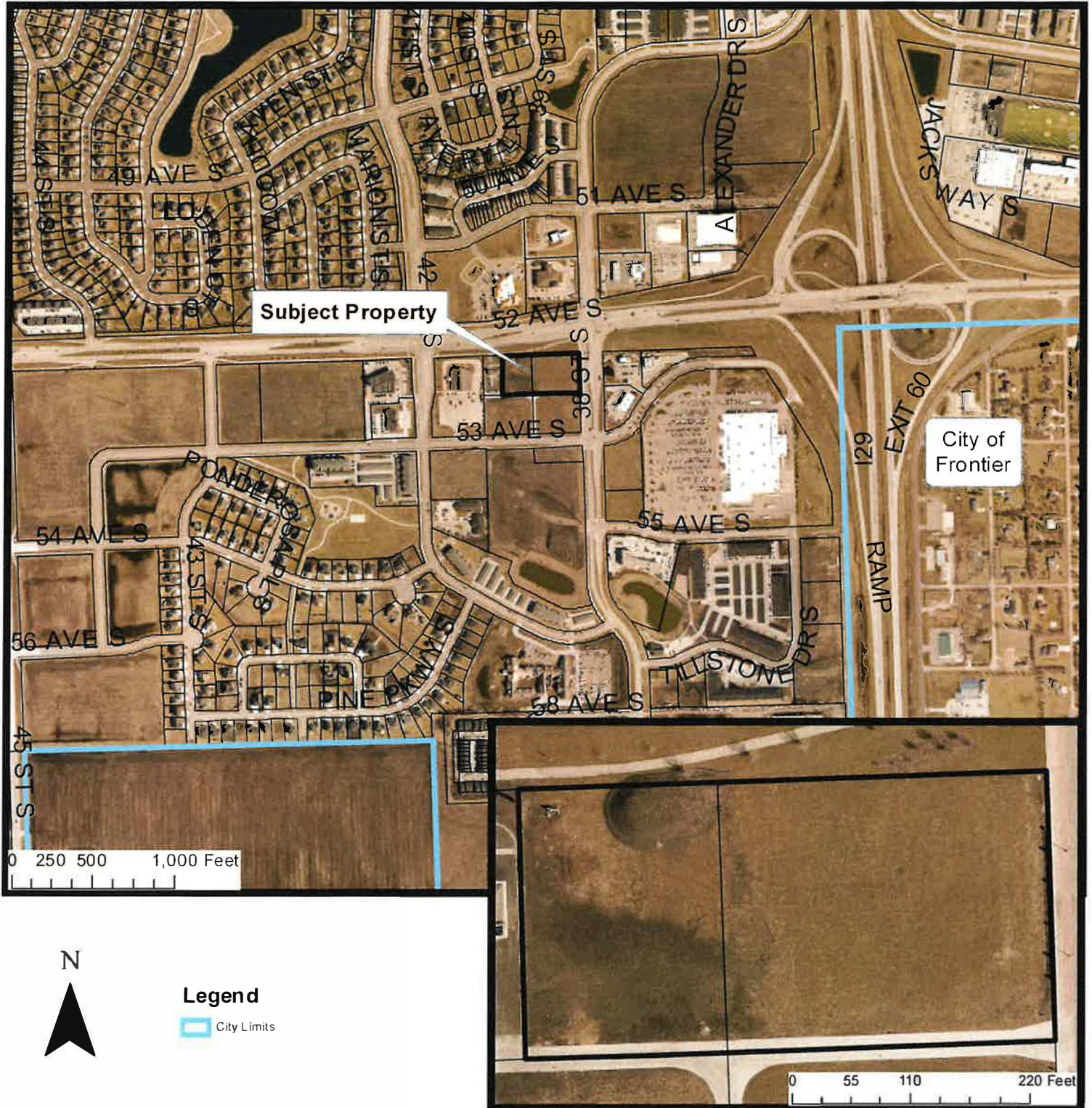
3971 53rd Avenue South and
5237 38th Street South



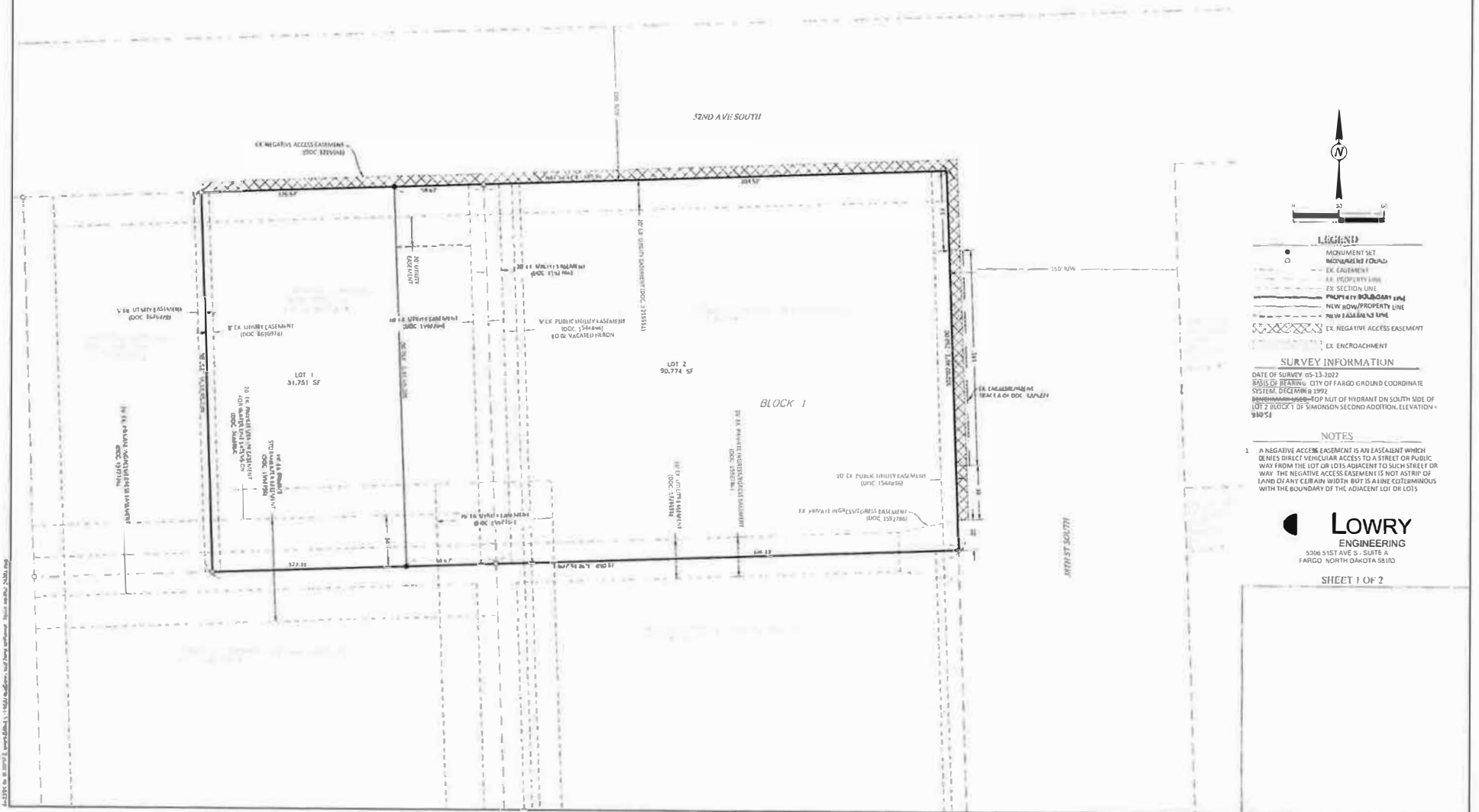
Minor Subdivision

Simonson Companies Fourth Addition

3971 53rd Avenue South and
5237 38th Street South



A MINOR SUBDIVISION PLAT OF
SIMONSON COMPANIES FOURTH ADDITION
 A REPLAT OF LOT 2, BLOCK 1, SIMONSON COMPANIES THIRD ADDITION, AND LOT 1, BLOCK 1, SIMONSON COMPANIES SECOND ADDITION,
 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



A MINOR SUBDIVISION PLAT OF
SIMONSON COMPANIES FOURTH ADDITION
A REPLAT OF LOT 2, BLOCK 1, SIMONSON COMPANIES THIRD ADDITION, AND LOT 1, BLOCK 1, SIMONSON COMPANIES SECOND ADDITION,
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT ARTHUR SIMONSON OF SIMONSON COMPANIES, LLC, IS THE OWNER OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A REPLAT OF LOT 2, BLOCK 1, SIMONSON COMPANIES THIRD ADDITION, AND LOT 1, BLOCK 1, SIMONSON COMPANIES SECOND ADDITION, TO THE CITY OF FARGO.

SAID OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS SIMONSON COMPANIES FOURTH ADDITION TO THE CITY OF FARGO, NORTH DAKOTA. SAID OWNER ALSO HEREBY DEDICATES AND CONVEYS TO THE PUBLIC, FOR PUBLIC USE, ALL STREET RIGHT OF WAYS AND UTILITY EASEMENTS SHOWN ON SAID PLAT. SAID TRACT OF LAND, CONSISTS OF 7 LOTS AND 1 BLOCK, AND CONTAINS 2.81 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHT OF WAYS OF RECORD.

THURSDAY, APRIL 17, 2025
BY: ARTHUR SIMONSON
ITS: PRESIDENT

STATE OF NORTH DAKOTA
COUNTY OF CASS

BEFORE ME, the undersigned authority, on this 17 day of April, 2025, personally appeared ARTHUR SIMONSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of April, 2025.
NOTARY PUBLIC, COUNTY OF CASS, STATE OF NORTH DAKOTA.
MY COMMISSION EXPIRES 4/20/27



SURVEYORS' CERTIFICATE

I, COLLEEN A. HESTER, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS SIMONSON COMPANIES FOURTH ADDITION, THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY, THAT ALL DISTANCES ARE SHOWN CORRECTLY ON THIS PLAT IN FEET AND IN DECIMALS OF A FOOT, THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN, AND THAT THE EXTENSION BOUNDARY LINES ARE CORRECTLY DISSECTED.

DATED THIS 31 day of March, 2025.

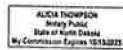
Colleen A. Hester
REGISTERED LAND SURVEYOR
NO. 157513



STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS 21 day of March, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLLEEN A. HESTER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAID INSTRUMENT AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY OF CASS, STATE OF NORTH DAKOTA.



CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS 20 DAY OF April, 2025.

TOWN ENGINEER, P.E.
CITY ENGINEER

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS 20 day of April, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOWN ENGINEER PAUL J. HART OF FARGO, CITY ENGINEER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAID INSTRUMENT AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY OF CASS, STATE OF NORTH DAKOTA.

CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS 20 DAY OF April, 2025.

TWO CITY ENGINEERS
MAYOR

STEPHEN REGE
CITY ATTORNEY

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS 20 day of April, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TWO CITY ENGINEERS PAUL J. HART AND MIKE WILSON OF FARGO, CITY ENGINEERS, AND CITY ATTORNEY STEPHEN REGE OF FARGO, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAID INSTRUMENT AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY OF CASS, STATE OF NORTH DAKOTA.
MY COMMISSION EXPIRES 4/20/27

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS 20 day of April, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TWO CITY ENGINEERS PAUL J. HART AND MIKE WILSON OF FARGO, CITY ENGINEERS, AND CITY ATTORNEY STEPHEN REGE OF FARGO, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAID INSTRUMENT AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY OF CASS, STATE OF NORTH DAKOTA.
MY COMMISSION EXPIRES 4/20/27

CITY PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS 17 DAY OF April, 2025.

Michael Wilson
CITY PLANNING COMMISSION

STATE OF North Dakota
COUNTY OF Cass

ON THIS 17 day of April, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED CITY PLANNING COMMISSION MICHAEL WILSON OF FARGO, CITY PLANNING COMMISSION, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAID INSTRUMENT AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY OF CASS, STATE OF NORTH DAKOTA.
MY COMMISSION EXPIRES 4/20/27



SHEET 2 OF 2

LOWRY
ENGINEERING
1000 13TH AVE. S. SUITE 4
FARGO, ND 58103-1000



20

FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: City Commissioners
From: Chief David B. Zibolski
Date: April 21, 2025
RE: Penalty change for riding bicycles on sidewalks in posted areas

Dear Commissioners,

In our continuing efforts to work with the downtown community, the issue of riding bicycles on sidewalks in specific areas of downtown has been identified as a significant issue. City Ordinance 8-1418 prohibits riding a bicycle on a sidewalk as restricted by signage. This violation is currently a non-criminal \$20.00 fine. As previously discussed, a non-criminal fine does not provide the police department with any enforcement options other than to write a ticket and release the individual.


Over the past several years it has been noted by both our downtown community and our officers that there has been an increase in riding bicycles on the sidewalk to include electric bikes, which is extremely dangerous to the public in such populated areas. Changing the penalty from a non-criminal fine to an infraction provides the police department with additional options in dealing with those who are non-complaint to this ordinance. The City Attorney has confirmed that the only change necessary to allow this would be to change the penalty provision for 8-1418.

Recommended Motion

Direct the City Attorney to reclassify the violations of City Ordinance 8-1418 from a non-criminal to an infraction, to advance public safety.

I'm happy to answer any additional questions regarding this request.

Sincerely,


David B. Zibolski
Chief of Police

8-1418. - Riding on sidewalks.

- A. No person shall ride a bicycle upon any skyway.
- B. Whenever any person is riding a bicycle upon a sidewalk, he shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing any pedestrian.
- C. No person shall ride a bicycle upon a sidewalk which is posted with signs prohibiting bicycles; provided that this ordinance shall not apply to law enforcement officers riding bicycles in connection with their duties. The posting of signs shall be in accordance with the latest revision of the Manual of Uniform Traffic Control Devices as published by the U.S. Department of Transportation, Federal Highway Administration provided; however, that signs not in accordance therewith shall be in full force and effect if approved by resolution of the Board of City Commissioners.

Source: 2393 (1988), 2551 (1990), 2652 (1993), 4550 (2006).

April 21, 2025

(21)

The Honorable Board of City Commissioners
City of Fargo
225 4th Street N
Fargo, North Dakota 58102

RE: RFP25118 Public Works Partial Re-Roof

Commissioners,

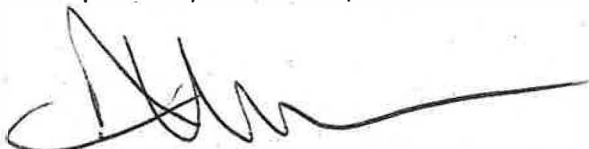
Proposals were received for Removal and Replacement of 14,000 square feet of rubber roofing on the Public Works Building. The four (4) responses are as follows:

Company:	Price:
M.J. Dalsin Co	\$130,544.00
Tecta America	\$132,301.00
Skinner roofing	\$173,512.00
Nyaps and Minted	NO BID

All contractors met the required procedures and specifications. After review, M.J. Dalsin had the best performing, low cost proposal. Funding for this project is included in the 2025 Central Garage Budget.

Recommended Action: Approve RFP25118 from M.J. Dalsin Co for \$130,544.00 for roof replacement on the Public Works Building.

Respectively submitted,



Allan Erickson
Fleet Services Manager

Proposal

M.J. Dalsin Co. of N.D., Inc.

635 Armour St. NW - Riverside Industrial area
P.O. Box 5055
West Fargo, North Dakota 58078
701-282-0509 FAX 701-282-3403

Proposal Submitted to City of Fargo	Phone	701-241-1310	Date	4/7/2025
Street	225 4th St N	Job Name	Reroof Public Works Building Areas A & C	
City, State	Fargo, ND 58102	Job Location	402 23rd St N Fargo	

Reroof estimate approximately 12,987 sq.ft.

Remove existing built up roofing down to the existing insulation. Any wet or deteriorated insulation will be verified by the owner and replaced on a time and material base.

Install one layer of 1/2" "ISO Gard HD" insulation (is required for a 20yr warranty) over the existing insulation. New insulation will be attached with screws and plates.

Install 60mil Non Reinforced Elevate (Firestone) EPDM rubber roof membrane fully adhered to the new insulation. Membrane color will be black.

Install new 24Ga. Prefinished steel edging at the perimeter walls. Owner to choose from manufactures standard colors.

Existing drains to remain as is.

Clean up and remove all trash and debris from the job site.

This roof will carry a Twenty year watertight warranty on material and labor from Elevate building products.

Exclusions: wood blocking and Nailers, roof hatch, gutters and downspouts, soffits and trim, fascia metal and shingles, window and door flashing, through wall flashing, EIFS flashing, foundation flashing, metal wall panels, professional liability insurance, builders risk insurance, pollution and/or mold insurance, liquidated damages, parapet wall insulation and plywood, any metal not associated with membrane roof, snow removal, deck sheathing, performance/payment bond, mechanical curb insulation.

Thank you for considering the M.J. Dalsin Co. for your roofing needs.

We propose hereby to furnish material and labor - complete with above specifications, for the sum of:

One Hundred Thirty Thousand Five Hundred Forty Four and 00/100 dollars \$ 130,544.00

Payment to be made as follows: Upon the delivery of the material,

Upon the progress of the job and Upon the completion of the project.

Authorized Signature



Note: This proposal may be withdrawn by the issuer if not accepted within 20 days

ADDITIONAL TERMS: All materials is guaranteed as to be specified. All work to be completed according to standard practices. Client agrees to carry fire, tornado and other necessary insurance. Some cities do require building permits for re-roofing and, if so, this will be at Clients additional expense as compared to Proposal price. Any electrical or mechanical work to allow for re-roofing must be paid for by the Client. Client shall be responsible for determining capability of the structure to bear weight of ballasted roof system. M.J. Dalsin scope of work does not include identification, detection or removal of asbestos or similar substances. M.J. Dalsin disclaims any and all liability for damage to persons or property resulting from mold growth within any part of the building envelope due to moisture entering the building envelope prior to, or after, M.J. Dalsin completion of installation of the roof membrane or as the result of damage to or penetration of the installed roof membrane by others. For any late/delinquent payments, client agrees to pay interest thereon at the rate of 1 1/2% per month until paid. A lien may be placed on the Property in the event of non-payment. In the event it becomes necessary for M.J. Dalsin to turn this matter over to an attorney or a collection agent to obtain a late payment by Client, Client agrees to pay all collection costs, attorney fees, and court costs incurred for such collection.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and hereby accepted. Issuer is authorized to do the work as specified.

Signature

Date:



TECTA AMERICA[®]

DAKOTAS

ROOFING & SHEET METAL SERVICES

Q U O T A T I O N

B014579

1810 North 6th Street
PO Box 12878
Grand Forks, ND 58208
Office: 701.775.5369
Fax: 701.775.2419

205 42nd Street SE, Ste. 100
Minot, ND 58702
Office: 701.838.5945
Fax: 701.838.5864

2315 7th Avenue North
Fargo, ND 58102
Office: 701.232.7330
Fax: 701.232.5298

105 7th Avenue SE
Jamestown, ND 58401
Phone: 701.252.2403
Fax: 701.775.2419

213 Riverwood Ave SE
Mandan, ND 58554
Phone: 701.663.8972

314 5th Street SE
Devils Lake, ND 58301
Office: 701.662.8137
Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO

City of Fargo
Attn: Project Manager
PO Box 2083
Fargo, ND 58107

DATE

April 7, 2025

PROJECT

Fargo City Forestry Garage
402 23rd Street North

LOCATION

Fargo, ND 58102

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

SCOPE OF WORK

The undersigned proposes to furnish all labor, materials, and equipment, and to finish in a workmanlike manner all work as noted below:

SPECIFICATIONS:

- Set up at site. Protect building from debris, and secure work area
- Provide a temporary toilet facility for roofing and sheet metal crews
- Provide all necessary equipment required for lifting material and equipment on to the roof
- Vacuum and remove loose gravel from the roof
- Remove the existing roof membrane down to the insulation. Replace wet, damaged, or deteriorated insulation at unit price of \$4 per board foot
- Haul away all roofing debris and clean site as necessary
- Install a top layer of 1/2" high density coverboard over the existing insulation using mechanical fasteners
- Install a 60-mil adhered EPDM roofing system in accordance with manufacturer's recommendations
- Install EPDM base flashings at all perimeters, mechanical units, hot stacks, curbs, and roof to wall details in accordance with manufacturer's recommendations
- Remove and dispose of existing top piece of cant edge metal flashing, control joint cap, fascia extensions at roof to wall detail, and three existing overflow scuppers
- Fabricate and install new 24-gauge prefinished cant edge, control joint cap, and counter flashing at roof to wall details
- Fabricate and install new 22-gauge galvanized metal keeper strip at cant edge detail
- Fabricate and install new 24-gauge counter flashings at curbs
- Fabricate and install three new 24-gauge prefinished overflow scuppers
- Prefinished galvanized metal to be 24-gauge and shall be chosen from manufacturer's standard color chart
- Provide a manufacturer's 20-year warranty

All the above listed work will be provided for the sum of \$132,301.00

Quote continued on next page

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost.
Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

Tecta America Dakotas LLC

By

(Authorized Signature)

By

Austin Stugelmayer

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

Rev. 6 - 3/2020



TECTA AMERICA

DAKOTAS

ROOFING & SHEET METAL SERVICES

Q U O T A T I O N

B014579

1810 North 6th Street
PO Box 12878
Grand Forks, ND 58208
Office: 701.775.5369
Fax: 701.775.2419

205 42nd Street SE, Ste. 100
Minot, ND 58702
Office: 701.838.5945
Fax: 701.838.5864

2315 7th Avenue North
Fargo, ND 58102
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Fax: 701.232.5298

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Fax: 701.775.2419

213 Riverwood Ave SE
Mandan, ND 58554
Phone: 701.663.8972

314 5th Street SE
Devils Lake, ND 58301
Office: 701.662.8137
Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO

City of Fargo
Attn: Project Manager
PO Box 2083
Fargo, ND 58107

DATE

April 7, 2025

PROJECT

Fargo City Forestry Garage
402 23rd Street North

LOCATION

Fargo, ND 58102

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

SCOPE OF WORK (Continued)

In addition to above, replace wet/damaged/deteriorated existing insulation at the unit price of \$4 per board foot.

Exclusions:

1. Membrane protection and repair of any damage to roof from time of installation until final acceptance
2. Insulation at parapet details (all surfaces interior, top, and exterior)
3. Insulation at wall/roof transition
4. Roof damage caused by other trade traffic/work. Responsible trade(s) will be billed for repairs
5. Temporary roofing
6. Multiple mobilizations
7. Disconnects or reconnects of any electrical lines, gas lines, or roof top units
8. Raising of any roof top units or gas lines
9. Wood blocking or sheathing
10. Snow and ice removal
11. Deck patching or repair

Note No. 1:

Material pricing has been projected through first quarter of 2025. Any additional increases will require cost adjustment change orders.

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit: Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost. Expiration: This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

Tecta America Dakotas LLC

By

(Authorized Signature)

By

Austin Stugelmayer

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

Rev. 6 - 3/2020

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if not asphalt or pitch is used, dislodge may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal, it is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly, including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make inspections promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60.1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability. (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and WES-100 Form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

INITIALS _____



PO Box 13091 Grand Forks, ND 58208-3091
Office: (701) 772-3636 www.skinnerroofing.com

Proposal

Date: 4/7/2025

Proposal # 1861

Customer:

City of Fargo Public Works Department
402 23rd St. N
Fargo, ND 58102

Project:

Roofs A & C
Replacement

Description

Amount

Scope of Work: Roof Replacement - (Roofs A & C Approx..13,000 SF)

173,512.00

Skinner Roofing proposes to remove existing BUR roofing down to existing insulation, install one layer of 1/2" HD wood fiber coverboard, Install new 60 mil fully adhered Firestone (Elevate) EPDM membrane and all associated flashings. Install new shop fabricated 24 Gauge metal coping cap where existing coping is, and remove and haul away all roofing related debris.

NOTE: Skinner Roofing is not responsible for damaged conduit that is connected to the roof deck.

** Any mechanical or electrical done by others.

** Any Wet or damaged Insulation found will be removed and replaced at \$3.80 per board foot.

** Any deck repairs will be done on a time and materials basis.

** Includes twenty (20) year Firestone (Elevate) Manufacturers Warranty.

*** One Addendum

Total

\$173,512.00

Terms: Work will be completed according to standard practices. Customer is responsible for any building permit necessary. Any electrical/mechanical work to allow for re-roofing will be paid by the customer. For any late/delinquent payments, customer agrees to pay interest of 1.5% per month until paid. A lien may be placed on the property in the event of non-payment. Customer agrees to pay all costs and expenses, including attorney's fees, incurred by Skinner Roofing in collecting any sums due to them by the terms thereof.

We propose to furnish material and labor
in accordance with the above
specifications.

The above prices, specifications, and
conditions are satisfactory and are hereby
accepted.

Grand Forks Area Office:
3013 27th Ave N
Grand Forks, ND

Fargo Area Office:
4349 48th Ave N
Fargo, ND

Hello

I am pleased to submit our proposal for the removal and replacement of two (2) sections of roof at the Public Works Building, located at 402 23rd St N, Fargo, ND.

With our expertise in government subcontracting and infrastructure improvements, we are well-equipped to execute this project efficiently, ensuring durability, compliance, and cost-effectiveness.

Scope of Work

Minted proposes a comprehensive approach to ensure the successful removal and replacement of the designated roof sections, including:

1. Site Preparation & Safety Compliance

- Conduct a full assessment of existing roof conditions.
- Implement necessary safety measures to protect personnel and surrounding areas.

2. Roof Removal & Disposal

- Carefully remove existing roofing materials while minimizing disruption.
- Proper disposal of old materials in accordance with environmental and city regulations.

3. New Roof Installation

- Install high-quality, weather-resistant roofing materials suitable for Fargo's climate.
- Ensure proper insulation, flashing, and waterproofing for long-term durability.

4. Final Inspection & Cleanup

- Conduct thorough quality control checks to ensure adherence to city standards.
- Complete site cleanup, leaving the property in optimal condition.

Project Timeline & Deliverables

- Project Start Date:

- Estimated Completion Time:

- Deliverables Include:

- Pre-project inspection report
- Compliance documentation
- Final project report with warranty details

Pricing & Budget Considerations

Our pricing structure will ensure cost efficiency while maintaining superior quality. A detailed cost breakdown is available upon request.

Why Choose Minted?**

- Experienced in Government Projects – We understand municipal requirements and compliance needs.
- Quality & Durability Focused – We use top-grade materials to maximize longevity.
- Efficient & Reliable Execution – We prioritize timely completion with minimal disruptions.

Best regards,

Nyap Akon

Nyaps and Minted

701-793-0015

NyapAkon@Gmail.Com



**PUBLIC
WORKS**

22

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

April 22, 2025

The Honorable Board of City Commissioners
225 4th Street N.
Fargo, ND 58102

RE: 2025 Fargo/Cass County Mosquito Control Agreement (EX25154)

Commissioners:

Enclosed please find the Fargo/Cass Mosquito Control Agreement for the 2025 mosquito season. At this time, the enclosed contract has been fully reviewed and approved by city staff. The Fargo contract costs have remained consistent with the 2024 contract and no changes have been made.

All funding associated with the enclosed agreement has been fully accounted for within the 2025 vector control budget.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Mosquito Control Agreement with Cass County for 2025. (EX25154)

Respectfully submitted,

Ben Dow
Public Works Operations Director

2025 MOSQUITO CONTROL AGREEMENT
CITY OF FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of Fargo and Cass County Government during the 2025 mosquito control season. The agreement is made between the City of Fargo, whose office is located at 200 North 3rd Street, Fargo, North Dakota 58102, hereinafter CITY, and Cass County Government whose office is 211 Ninth Street, Fargo, ND 58018 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2025 season, approximately 1.13 million dollars in Vector Control Mill funds has been designated for the Countywide Vector Program. COUNTY funds will be used within the CITY and in surrounding areas with the objective being to distribute products and services commensurate with the source of revenue.
2. In addition to service provided in paragraph 1, COUNTY will provide services within the CITY for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, spraying mosquitoes in and surrounding Fargo including parks and schools, inspection of public and private property, collection of mosquito traps for population monitoring. The COUNTY Vector Director will provide technical direction and coordination of these activities. The Vector Director will also work in cooperation with CITY officials to provide other technical and administrative assistance as necessary.
3. CITY agrees to provide funding to support the activities referred to in paragraph 2. The total cost for these activities is \$290,000. Estimated start date and end dates for activities is April 15th to October 1st respectively.
4. COUNTY will provide services within the predetermined "Extra-territorial" area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, inspection of public and private property, and collection of mosquito traps for population monitoring.
5. CITY agrees to fund fifty percent (50%) of the activities described in paragraph 4. COUNTY agrees to fund fifty percent (50%) of the activities described in paragraph 4. Anticipated total cost of services defined in paragraph 4 are estimated to not exceed \$40,000.
6. COUNTY will provide monthly statements to CITY of time and materials, and invoice CITY monthly.
7. CITY agrees to fund the cost of city-wide adult mosquito spraying at \$3,000 per full application. Estimate between 5 and 10 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
8. If funding needed to maintain activities in paragraph 2 and paragraph 5 is forecasted to exceed \$302,000 COUNTY must provide CITY with written notice requesting contract adjustment 14 days prior to contract funding shortfall. All COUNTY contract adjustments will receive acceptance or rejection through written notice by CITY within 10 days of request. Failure by CITY to respond to COUNTY within 10 days of request will constitute CITY acceptance of contract adjustments.

All requests for contract adjustments shall be submitted to:

Fargo Public Works
402 23rd Street N.
Fargo, ND 58102

9. If COUNTY fails to comply with paragraph 6, all costs associated with activities outlined in paragraph 2 exceeding contracted dollar amounts will be the sole responsibility of COUNTY to fund.
10. COUNTY will fund up to \$145,000 for aerial spray application or comparable partial applications within the metro area including within CITY limits and surrounding area when determined necessary.
11. CITY agrees to fund any additional costs for aerial spraying above or beyond paragraph 8 when CITY requests the contracted services of an aerial applicator. COUNTY will coordinate the aerial spray operation upon the CITY's approval or after expressed written permission is given by the CITY authorizing the Vector Control Director as its agent to make the determination. Additional funds for an aerial application are available for use in COUNTY at the discretion and authorization of COUNTY.
12. COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
13. CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the CITY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission



Date

04-07-2025

Mayor, City of Fargo

Date



Metropolitan Area Transit

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

April 24, 2025

23

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

Dear Commissioners:

As of January 1, 2025, the City of Fargo has taken over all bus wrap advertising contracts for MATBUS (previously contracts were split between the City of Fargo and the City of Moorhead). When this transition occurred, the Assistant City Attorney, Ian McLean was asked to review and update the existing bus wrap advertising contract. The attached contract has been reviewed by Ian McLean and has been approved for use.

The recommended motion is to approve the attached contract template and allow City of Fargo Transit Department staff to enter into bus wrap advertising agreements utilizing the new contract template.

Sincerely,

A handwritten signature in black ink, appearing to read "Cole Swingen", with a long horizontal flourish extending to the right.

Cole Swingen
Assistant Transit Director – Operations

For Schedule Information: 701-232-7500

CITY OF FARGO
BUS ADVERTISING WRAP AGREEMENT
ADVERTISING AGREEMENT NO. _____

This Bus Advertising Wrap Agreement (hereinafter referred to as "Agreement") is entered into by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter referred to as "City") and _____ (hereinafter referred to as "Advertiser").

BACKGROUND AND INTENT

Whereas, the City of Fargo operates Metro Area Transit (hereinafter referred to as "MAT"), a public transportation system, for the purpose of transporting persons in and around the Fargo-Moorhead area; and

Whereas, MAT's fixed route buses provide an opportunity for advertising displays designed to reach and inform the general public regarding activities and items of local interest and information; and

Whereas, the intent of this agreement is to provide advertising opportunities to businesses and the advertising community who choose to participate and display advertisements on specified locations on the fixed route buses; and

Whereas, it is in the best interest of the City to offer for sale to the business and advertising community, advertising space on fixed route buses for the purpose of conveying information to the public at large, with the intent of not underbidding or providing inequitable competition with other local sources of advertising interests.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

- 1. PAYMENT AND LOCATIONS FOR ADVERTISING SPACE:** As described within this agreement, Advertiser agrees to submit payment to City for advertisement space on City buses.

Advertiser may place advertisements on the following specific buses and in the following specific locations as outlined below.

Vehicle	Charge Type	Size	Location	Monthly Cost
####	Wrap - Monthly Cost			\$0.00
####	Wrap - Monthly Cost			\$0.00
####	Wrap - Monthly Cost			\$0.00
			Monthly Total Cost:	\$0.00
			Contract Length (Months):	##
			Contract Total:	\$0.00

The City does not guarantee placement of a specific bus on a specific route. However, the bus will be in full circulation other than the occasional general maintenance and days the bus is in the garage as a spare bus.

2. **ADVERTISING PERIOD:** The advertising period will start _____, 2025, and continue through _____, 2025.
3. **TOTAL PAYMENT:** Advertiser agrees to pay City \$00.00 per month. Payments will be billed to the Advertiser by the City in monthly increments or as otherwise agreed. Payments are due in 30 days after the date of the bill. Interest of 1.5% per month is due on any overdue payments.
4. **ADVERTISING AS A REVENUE SOURCE:** The purpose of this advertising program is to maximize the revenues of the City and not to create a public forum for the public discussion of political or controversial issues. The City will not accept advertising that directly or indirectly supports or opposes a particular candidate, political cause or issue or that advocates or opposes a particular religion or religious belief. Acceptable advertising will be limited to that which proposes, directly or indirectly, a legal, commercial transaction that, in the sole discretion of the City, will reflect favorably upon City's MAT buses, its riders and the long-term use of this advertising space for the generation of revenues. This advertising may include the promotion of the City and surrounding areas as destinations for tourists or future development.

In accordance with MAT policy, certain types of advertising will be prohibited on MAT buses, including, but not limited to: alcoholic beverages; tobacco or nicotine products; hygiene or health products of a very personal nature; political, religious, moral, or social issues; sexual products/services; direct or overt anti-transit messages; direct or overt messages critical of cities; and anything otherwise inappropriate for placement on public property. All new advertising must be submitted for approval by the City prior to placement on buses.

The City may, at its sole discretion, refuse to place and install other advertising that it deems to be inappropriate considering the purpose and intent of this advertising program. All advertising must be compliant with all federal, state, and local laws and regulations and with the City's policies and procedures.

5. **ADVERTISING MEDIA AND INSTALLATION:** The Advertiser is responsible for providing graphic advertising concepts of their own design to the City for approval. The Advertiser is responsible for all costs associated with design, production, and installation of the wraps. The advertiser must submit information on the material and installer to the City of approval prior to installation of the advertisement. Advertisements that are already in place are considered approved for the term of this agreement.

The advertisement may not cover the driver's side front window, the passenger's side front window, the hybrid 'wings,' the electronic destination signs, the ARRA decals, the bus unit numbers (unless this information is incorporated into the design), lights, vents, or other areas that interfere with the operation or maintenance of the bus. Signage for MATBUS must remain on the front of all buses at its usual size.

6. **TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY:** Advertiser is solely responsible for any legal liability arising out of or relating to the advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify and defend City and to hold City harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by City, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.
7. **LIMITATION ON DAMAGES:** In no event will the City be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not the City has been advised of the possibility of such damage. If the advertisement and bus is damaged by another party, the City will seek reimbursement for the damage to the bus and advertisement, to be applied to repair costs. The City will obtain and maintain general and liability insurance coverage for damage to the advertisement during the term of this Agreement. In the event the damage is caused by City staff, or the City's contracted drivers, the City will pay for the damage. However, under no circumstances shall the City ever be required to pay more than the total cost of the advertisement. Nothing herein shall be deemed a waiver by the City of the limitations on liability set forth in North Dakota Century Code chapter 32-12.1.
8. **ASSIGNMENT:** Advertiser may not assign this Agreement, in whole or in part, without City's written consent. Any attempt to assign this Agreement without such consent will result in this Agreement being null and void.
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.
10. **ENTIRE AGREEMENT:** This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
11. **CANCELLATION/TERMINATION OF AGREEMENT:** The City shall have the right to cancel this agreement by providing five (5) days written notice for any breach of this

agreement by Advertiser. In addition, this agreement shall immediately terminate and both parties shall be relieved from further obligation except as provided herein as set forth in other provisions of this agreement or in the event a court of competent jurisdiction declares this agreement invalid. If a bus is removed from service for a period of more than two weeks due to an accident or major repair, the Advertiser has the following option:

- A. If a bus is removed from service for more than two weeks due to an accident or major repair, the Advertiser will be notified and the monthly bill will be prorated based on the number of days in the month that the bus was in service.
- B. The Advertiser may cancel a portion of this agreement if the advertising wrap is damaged by over 20% while on a City bus and the Advertiser decides not to fix or replace the advertisement.
- C. The Advertiser will be held accountable for 100% of the production, installation, and removal costs if the Advertiser chooses to terminate this contract prior to the agreed upon advertising period.

12. INTERPRETATION: This Agreement will be construed as if prepared by both parties.

13. EFFECTIVE DATE: This Agreement will become effective on the date of execution by the last party to sign.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below:.

City of Fargo

Advertiser

Cole Swingen, Assistant Transit Director

Printed Name

(Advertiser Authorized Agent)

Date _____

Date _____