

FARGO CITY COMMISSION AGENDA

Monday, May 12, 2025 - 5:00 p.m.

Executive Session at 4:15 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:15 p.m. and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding litigation pertaining to 501 Main Avenue and to discuss negotiating strategy or provide negotiation instructions to its attorney, and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity. To discuss this matter in public in an open meeting would have an adverse fiscal effect on the City. Thus, an Executive Session is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 P.M.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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 28, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file the following Ordinances:
 - a. Amending Section 8-1425 of Article 8-14 of Chapter 8 of the Fargo Municipal Code Relating to Traffic Code.
 - b. Amending Section 1-0305 (C)(2) & (5) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
- 2. Receive and File an Ordinance Amending Section 12-0105(E), of Article 12-01, of Chapter 12, of the Fargo Municipal Code, Relating to Running At Large Prohibited - Habitually At Large; an Ordinance Amending Section 12-0117, of Article 12-01, of Chapter 12, of the Fargo Municipal Code, Relating to Potentially Dangerous and Dangerous Dogs; and an Ordinance Amending Section 1-0305, of Article 1-03, of Chapter 1, of the Fargo Municipal Code, Relating to Classification of Ordinance Violations.
- 3. Receive and file an Ordinance Amending Section 25-1512, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, Relating to Licenses - Termination, Suspension, Revocation, and Sanctions.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Selkirk Place Third Addition to the City of Fargo, Cass County, North Dakota.

5. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Golden Valley Sixth Addition to the City of Fargo, Cass County, North Dakota.
6. Site Authorizations for Games of Chance:
 - a. Fargo Metro Baseball Association at Applebee's Grill & Bar - 13th Ave.
 - b. Fargo Metro Baseball Association at Applebee's Grill & Bar - 45th St.
 - c. Fargo Metro Baseball Association at Applebee's Grill & Bar - North Fargo.
 - d. Fargo Metro Baseball Association at Empire Tavern.
 - e. Friends of the Children Fargo-Moorhead at Crooked Pint Ale House.
 - f. Harwood Area Fire & Rescue at District 64/Las Palmas.
 - g. Horse Race North Dakota at Chub's Pub.
 - h. Horse Race North Dakota at Golf Addiction (change of charity).
 - i. Horse Race North Dakota at Labby's Bar and Grill.
 - j. Horse Race North Dakota at Sidestreet Grille and Pub.
 - k. Special Olympics North Dakota at Rooters Bar.
 - l. Team Makers Club, Inc. at Fargo Dome.
 - m. Team Makers Club, Inc. at Fort Noks.
 - n. Team Makers Club, Inc. at Frank's Lounge.
 - o. Team Makers Club, Inc. at Lucky's 13 Pub.
 - p. Team Makers Club, Inc. at Sanford Health Athletic Complex-Scheels Arena (SHAC).
7. Applications for Games of Chance:
 - a. Benefit for Maria Boyle for bingo on 5/18/25; Public Spirited Resolution.
 - b. Bethlehem Lutheran Church for a raffle on 5/28/25.
 - c. Capstone Classical Academy Colloquium for a raffle on 8/20/25; Public Spirited Resolution.
 - d. El Zagal Provost Guard for a raffle on 9/11/25.
 - e. Fargo Air Museum for bingo on 5/22/25.
 - f. Fargo North High School for a raffle from 5/5/25 to 6/7/25.
 - g. Memory Café of the Red River Valley for a raffle on 6/3/25; Public Spirited Resolution.
 - h. North Dakota Pottery Club Society for a raffle on 6/14/25.
 - i. River Keepers for a raffle on 6/9/25.
 - j. UND Alumni Association & Foundation for a raffle board on 6/25/25.
 - k. Washington Elementary School PTA for a raffle on 6/3/25.
8. Negative Final Balancing Change Order No. 1 in the amount of -\$69,322.50 for Project No. SR-24-A1.
9. Contract and bond for Project No. SR-25-B1.
10. Encroachment Agreement (Parking Stalls) with 810 Development LLP located at 802 1st Avenue North.
11. Change Order No. 4 in the amount of \$119,547.40 for Improvement District No. BN-23-F1.
12. Change Order No. 4 in the amount of \$7,133.20 for Improvement District No. BR-24-F1.
13. Change Order No. 1 in the amount of \$30,721.76 for Improvement District No. UR-24-F1.
14. Contract award for Consulting Services to WSB, LLC in the amount of \$750,659.00 for Improvement District No. BR-28-E0.

15. Bid award to KPH, Inc. in the amount of \$2,199,412.02 for Improvement District No. BR-25-B3.
16. Bid award to FM Asphalt LLC in the amount of \$1,897,626.93 for Improvement District No. PN-25-A1.
17. Bid award to Dakota Underground Co., Inc. in the amount of \$2,689,940.54 for Improvement District No. PR-25-F1.
18. Create Improvement District No. BN-25-E and adopt Resolution of Necessity (New Paving and Utility Construction).
19. Contract and bond for Improvement District No. NR-24-C.
20. Items from the FAHR Meeting:
 - a. Receive and file Sales Tax Revenue Update.
 - b. Sole Source Procurement with Kilbourne Construction Management to install gateless security equipment at the ROCO Parking Ramp at an estimated cost of \$244,002.00 (SSP25163).
 - c. Allow the existing contract with First Transit/Transdev to expire at the end of 2025 and to authorize staff to pursue the necessary steps to transition Transit staff to City of Fargo employees as outlined.
 - d. Implementation of a Donations and Contributions Policy.
21. Purchase of Service Agreement with Kindred Public School District.
22. Notice of Grant Award from ND Department of Health and Human Services for the Title X Family Planning program (CFDA #93.217).
23. Consulting Services Agreement - Employee Engagement Services with Cooperative Personnel Services d/b/a CPS HR Consulting.
24. Third Amendment to the Findings of Fact, Conclusions and Order for property located at 1011/1013 University Drive North.
25. Resolution of Annexation of a Part of Sections 10 and 15, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, containing approximately 87.89 acres, more or less: Public Hearing on the Sufficiency of Protests to be held 6/23/25.
26. Resolution approving Plat of Cottonwood Corner Addition.
27. Resolution approving Plat of The Pass at Woodhaven Addition.
28. Bid award to RADeCo in the amount of \$393,500.00 for a quadruped tactical robot (RFP25133).
29. Street Snow Plowing Services Agreement with Master Construction Co., Inc. for the 2025/2026 snow season (RFP23138).
30. Bid award to Steffes Group Inc for Professional Online Auction Services (RFP25125).
31. Elimination of LinkFM service for the events as outlined, effective 5/13/25.

32. Bills.

REGULAR AGENDA:

- 33. Presentation of the draft Non-Exclusive Right of Way Occupancy Agreement with Ubiquity North Dakota, LLC.
- 34. Presentation of the draft Non-Exclusive Right of Way Occupancy Agreement with Gateway Infrastructure, LLC.
- 35. Construction Update.
- 36. Recommendation for appointment to the Board of Appeals.
- 37. Presentation of the 2024 Fire Department Annual Report.
- 38. Liaison Commissioner Assignment Updates.
- 39. **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).



**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

①

May 8, 2025

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

RE: Amendment of penalty for violation of Fargo Municipal Code § 8-1418 and
and amendments to Fargo Municipal Code § 1-0305 (C) (2) & (5)

Dear Mayor and Commissioners,

Pursuant to your earlier directive, please find attached ordinance revisions relating to the penalty for a violation of Fargo Municipal Code § 8-1418. The revision changes the penalty from a non-criminal \$20 fine for Riding a Bicycle on a Sidewalk specifically prohibited by appropriate signage to an infraction, subject to a fine of up to \$1,000. Fargo Municipal Code § 8-1425 is amended to reflect the change, as well as striking Fargo Municipal Code § 8-1418 from Fargo Municipal Code § 1-0305 (C)(2), Classification of ordinance violations.

You will notice that Fargo Municipal Code § 1-0305 (5) is also amended to reflect the prior repeal of Fargo Municipal Code § 10-0311. This ordinance change is merely a clean-up item as it should have been stricken at the time of the repeal.

Suggested Motion: I move to receive and file the following ordinances amending § 8-1425 of Article 8-14 of Chapter 8 of the Fargo Municipal Code relating to Traffic Code and § 1-0305 (C) (2) and (5) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of ordinance violations, and to place the ordinances on for first reading at the next regularly-scheduled city commission meeting.

Please feel free to contact me if you have any questions or concerns.

Regards,

Nancy J. Morris

NJM/lmw

Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-1425 OF ARTICLE 8-14
OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO TRAFFIC CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

8-1425 – Penalties imposed.

Section 8-1425 of Article 8-14 of Chapter 8 of the Fargo Municipal Code is
amended as follows:

All persons found to have violated provisions of this Chapter Article shall be
punished as stated in section 01-0305(C)(1)(2) or (5), except a violation of section 8-
1418, which shall be an infraction.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

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

Section 3. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305(C)(2) & (5)
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE
RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 1-0305(C)(2) & (5) of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

1-0305. Classification of ordinance violations.

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

1. For a violation of the following ordinances, a fee of \$5.00.
Section 8-1412 (riders/passengers restricted), section 8-1413 (riding on

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1 roadway/bike paths—restrictions), section 8-1414 (operate bicycle too fast for
2 conditions), section 8-1416 (carrying packages—restrictions), section 8-1419
3 (equipment on bicycles), section 8-1420 (bicycles—age restrictions).

4 2. For a violation of the following ordinances, a fee of \$20.00.
5 Section 8-0113 (unlawful use of skates/coasters), section 8-0304 (registration card
6 to be carried in the driver's compartment—inspection of card), section 8-
7 0305(a)(1), section 8-0305(A)(4) (displayed license plates and current motor
8 vehicle registration required), section 8-0305(A)(5) (displayed license plate and
9 current motorcycle and trailer registration required), section 8-0318 (operating
10 motor vehicle on bicycle trail), section 8-0323 (license to be carried and exhibited
11 on demand), section 8-0406 (pedestrian-control signal), section 8-0411 (alter
12 traffic or railroad sign), section 8-0412 (display unauthorized signs, signals or
13 marking), section 8-0707 (pedestrian crossing street where prohibited), section 8-
14 0709(A) (pedestrian walking in roadway), section 8-0710 (pedestrian soliciting
15 rides or business), section 8-0712 (pedestrian obstructing traffic), section 8-0901
16 (fail to display flag/light rear of load), section 8-0902 (improper tires), section 8-
17 0903 (improper horn), section 8-0904 (brakes required), section 8-0905 (mirrors
18 required), section 8-0906 (obstructed vehicle windshield/windows), section 8-
19 0907 (windshield wipers required), 8-0908 (mufflers/exhaust system required),
20 section 8-0909 (leaking or loose load), section 8-0910 (lights/lamps fail to
21 conform to state law), section 8-0911 (fail to display lighted lamps), section 8-
22 0913 (illegal spotlights), section 8-0914 (improper towing connection), section 8-
23 0915 (reflectors/taillight required on trailer), section 8-0916 (flashing lights
prohibited), section 8-0917 (illegal light on vehicle), section 8-0919(A) (riding on
exterior of vehicle), section 8-0919(B) (more passengers than capacity), section 8-
0919(C) (allow body to protrude from moving vehicle), section 8-0928 modified
suspension system), section 8-0929 (driving of vehicle in unsafe condition
unlawful), section 8-1003(A) thru (J) and (L) thru (S) (stopping, standing, parking
prohibited in specific places), section 8-1013 (improper parking/obstructing
traffic), section 8-1301(A) (following fire apparatus), section 8-1301(B) (driving
vehicle within block of fire apparatus), section 8-1302 (driving through
parade/funeral procession), section 8-1304 (failure to obtain parade permit),
section 8-1307 (opening and closing vehicle doors), section 8-1311 (improper
start of parked vehicle), section 8-1317 (coasting vehicle on downgrade
prohibited), section 8-1318 (littering), section 8-1320(A) (operating snowmobile
under 16 or allowing when prohibited), section 8-1320(B) (operating snowmobile

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in restricted area), section 8-1410 (traffic laws apply to persons riding bicycles), section 8-1411 (bicyclist to obey traffic control devices), ~~section 8-1418 (riding bicycle on sidewalks restrictions)~~, section 8-1422 (bicycle accidents), section 8-1902 (cruising prohibited), article 8-20 (motorized scooters).

- 1 3. For a violation of the following ordinance, a fee of \$25.00.
2 Section 10-0103(C) (tobacco possession by an individual under 21 years of age
3 prohibited).
- 4 4. For a violation of the following ordinances a fee of \$40.00.
5 Section 8-0105 (driving wrong way on one-way street), section 8-0106 (obey
6 temporary traffic sign/barrier), section 8-0303(B) (parent/guardian allow
7 unlicensed/under 16 to drive), section 8-0303(C) (owner allowing
8 unlicensed/under 16 to drive), section 8-0305(B) (current license required),
9 section 8-0306 (violation of restricted license), section 8-0316 (permit
10 unauthorized person to drive), section 8-0403 (disobey traffic control device
11 (barricade)), section 8-0405 (traffic control signals), section 8-0407 (flashing
12 signals), section 8-0506 (impeding traffic), article 8-06 (regulating turning
13 movements), section 8-1010 (motor vehicle left unattended—brakes to be set,
14 engine stopped, and keys removed), section 8-1011 (drive or park on private
15 property), section 8-1018 (taking on or discharging passengers), section 8-1111
16 (vehicle required to stop at railroad crossing), section 8-1201 (following too
17 closely), sections 8-1202 thru 8-1218(D) (general rules of the road), section 8-
18 1220 (overtaking and passing a bicycle), section 8-1301(C) (driving over fire
19 hose), section 8-1301(D) (driving through/around barricade), section 8-1305
20 (driving vehicle on sidewalk), section 8-1306 (improper backing), 8-1308 (helmet
21 required—operator/passenger), section 8-1309 (number of riders on motorcycle
22 limited), section 8-1310 (clinging to a vehicle or allowing same), section 8-1313
23 (unlawful riding on vehicle), section 8-1315 (unlawful towing), section 8-1316(A)
 (operating motor vehicle with view obstructed by load/passengers), section 8-
 1316(B) (passenger obstructing driver's view), section 8-1319 (unlawful operation
 of motor vehicle private property), section 8-1321 (use of seat belts required),
 section 8-1804 (driving through school patrols), section 8-1415 (right-of-way
 emerging from alley or driveway), section 8-1417 (parking restriction).
5. For a violation of the following ordinances, a fee of \$50.00.
 Section 8-0116 (failure to yield to emergency vehicle), section 8-0311 (open
 container), section 8-0317(B)(2) (exhibition driving), section 8-0801 (immediate
 notice of accident), section 8-0931 (child restraint devices required), 8-1219 (use
 of motor vehicle), ~~section 10-0311(C) (panhandling within the city of Fargo)~~.

* * * *

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor



**OFFICE OF THE
CITY ATTORNEY**

CITY ATTORNEY
Nancy J. Morris

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

May 8, 2025

②

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

RE: Ordinance Amendment – Animal Ords – FMC § 12-0105(E) and 12-0117

Dear Mayor Mahoney and Commissioners,

At the request of the Fargo Police Department and as directed by the City Commission at the October 14, 2024 meeting, I am enclosing for your consideration an amendment to the Fargo Municipal Code, sections 12-0105(E) – Animal Habitually at Large; and 12-0117 – Potentially Dangerous and Dangerous Dogs.

Fargo Municipal Code section 12-0105(E) details the procedure for surrendering an animal after being found habitually “at large.” The proposed amendments clarify the process and define “Habitually at Large.”

Fargo Municipal Code section 12-0117 is known as the “Potentially or Dangerous Dog Ordinance.” This ordinance puts restrictions on the dog and owner if the dog misbehaves (like biting an individual). The proposed revisions to this ordinance will make the process and enforcement more clear.

Suggested Motion: I move to receive and file an ordinance amending the following:

- (1) Fargo Municipal Code § 12-0105(E) of Article 12-01 of Chapter 12, relating to Animal Habitually at Large;
- (2) Fargo Municipal Code § 12-0117 of Article 12-01 of Chapter 12, relating to Potentially Dangerous and Dangerous Dogs; and
- (3) Fargo Municipal Code § 1-0305 of Article 1-03 of Chapter 1, relating to the Classification of Ordinance Violations.

And to place the ordinance on for first reading at the next regularly-scheduled meeting of the Board of City Commissioners.

Sincerely,

William B. Wischer

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 12-0105(E), OF ARTICLE 12-01, OF
2 CHAPTER 12, OF THE FARGO MUNICIPAL CODE, RELATING TO
3 RUNNING AT LARGE PROHIBITED – HABITUALLY AT LARGE

4 AND

5 AN ORDINANCE AMENDING SECTION 12-0117, OF ARTICLE 12-01, OF
6 CHAPTER 12, OF THE FARGO MUNICIPAL CODE, RELATING TO
7 POTENTIALLY DANGEROUS AND DANGEROUS DOGS

8 AND

9 AN ORDINANCE AMENDING SECTION 1-0305, OF ARTICLE 1-03,
10 OF CHAPTER 1, OF THE FARGO MUNICIPAL CODE,
11 RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

21 NOW, THEREFORE,

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 1. Amendment.

Section 12-0105(E), of Article 12-01, of Chapter 12, of the Fargo Municipal Code, is amended as follows:

~~E. Any dog or cat that is determined by the Fargo police department to be habitually at large is declared to be a public nuisance. The owner, custodian or keeper of any such animal shall be notified of said determination in writing and, upon request of the humane officer, shall surrender such animal for purposes of placement or destruction; provided, however, any said owner, custodian or keeper of any such animal shall have ten days from the receipt of notification to appeal to the Fargo municipal court and a hearing shall be held. In the event that the court affirms the determination of the police department, the court shall:~~

- ~~1. Order the confinement of such animal within a building or secure enclosure, said animal not to be removed from such building or enclosure without being effectively restrained by chain or leash not exceeding six feet in length; or~~
- ~~2. Order the surrender of such animal to the humane society or other animal placement organization for purposes of placement or destruction.~~

E. Animal Habitually at Large:

1. "Habitually at large" is defined as 3 or more convictions of Fargo Municipal Code section 12-0105(A) or an equivalent offense of another jurisdiction for the specific animal, within 2 years.
2. Whenever there is reasonable cause to believe an animal is habitually at large, an application may be presented to the Fargo Municipal Court for a finding that the animal is habitually at large.
3. After receiving evidence at a hearing on the matter, the Municipal Court shall enter an order containing the court's findings, established by a preponderance of the evidence, whether the City has met its burden of showing the animal is habitually at large.
4. If the Defendant does not appear at the hearing, testimony may still be taken.

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5. If the Court determines the animal is habitually at large, the Court shall order the surrender of such animal to the custody of the Fargo Police Department or designee.
6. Failure to surrender an animal deemed habitually at large within seven days of the order to surrender is a Class B Misdemeanor.

Section 2. Amendment.

Section 12-0117, of Article 12-01, of Chapter 12, of the Fargo Municipal Code, is amended as follows:

~~12-0117. Potentially dangerous and dangerous dogs.~~

~~A. Designation.~~

- ~~1. Any dog inside the Fargo city limits may be designated as a potentially dangerous dog if the dog:~~
 - ~~a. When unprovoked, bites a human or domestic animal on public or private property;~~
 - ~~b. When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or~~
 - ~~c. Has a known propensity, tendency, or disposition to attack, unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.~~
- ~~2. Any dog within the Fargo city limits may be designated as a dangerous dog if the dog has:~~
 - ~~a. Inflicted substantial bodily injury on a human being or a domestic animal on public or private property;~~
 - ~~b. Killed a domestic animal while off the owner's property; or~~
 - ~~c. Been found to be potentially dangerous, and after the owner has been notified that the dog has been designated as being potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.~~

~~B. Procedure for designating a dog as potentially dangerous or dangerous.~~

- ~~1. Whenever there is reasonable cause to believe that a dog is dangerous or potentially dangerous, an application may be presented to the municipal~~

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

court for a finding that the dog is dangerous or potentially dangerous. After receiving evidence at a hearing on the matter, the municipal court shall enter an order containing the court's findings, established by a preponderance of the evidence, whether the dog is dangerous or potentially dangerous and the court shall be authorized to order compliance by the owner of the dog with the provisions of this section and any other conditions which are necessary to ensure the health and safety of others. Such conditions may include, but are not limited to:

- a. ~~That the owner not sell or transfer ownership of the dog.~~
- b. ~~That the owner advise the court if the dog bites anyone else.~~
- c. ~~That the owner advise the court if the dog dies or becomes injured.~~
- d. ~~That the dog undergo obedience training.~~
- e. ~~That the owner post the property with warnings about a dangerous animal.~~
- f. ~~That the dog not be allowed outdoors during certain times, such as between 7:30-9:30 a.m. and 2:00-4:00 p.m. (i.e. times when school age children may be present), or the time when it is known that the postman delivers the mail every day.~~
- g. ~~Compliance with all other requirements of this section.~~

2. ~~When a dog is designated to be potentially dangerous or dangerous, the owner shall be notified in writing of such designation.~~
3. ~~Any dog deemed dangerous or potentially dangerous by another jurisdiction and subsequently brought into the city shall be deemed a dangerous or potentially dangerous dog and abide by the provisions of this chapter to notify the police department and meet the registration requirements.~~

C. ~~Registration Requirements. No potentially dangerous dog or dangerous dog shall be kept in the city of Fargo unless the owner, at his or her own cost, has implanted a microchip in the dog, completed an application to register the dog as potentially dangerous or a dangerous dog and submitted said application to the police department. Prior to acceptance of an application, a city representative will retrieve and verify from said microchip and record the microchip information. In addition, the owner shall be required to post a sign, satisfactory to the municipal court judge, at the owner's or any caretaker's residence notifying the public of the presence of a dangerous or potentially dangerous dog.~~

D. ~~Application contents.~~

1. ~~The application to register the dog as a potentially dangerous dog shall include the following:~~

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- a. ~~The owner's address and home, work and cell telephone number and the implanted microchip identification number, as well as the backup contact person and number;~~
- b. ~~Proof that said dog has been sterilized and has current vaccinations;~~
- c. ~~A yearly registration fee of \$200.~~
- 2. ~~The application to register the dog as a dangerous dog shall include the following:~~
 - a. ~~The owner's address and home, work and cell telephone number; the implanted microchip identification number and the address, home, work and cell telephone number designated by the owner as a back-up contact person;~~
 - b. ~~Proof of continuing liability insurance in a single incident amount of \$300,000 for bodily injury to or death of any person or persons or for damage to property owned by the persons which may result from the ownership, keeping, or maintenance of dogs designated as dangerous;~~
 - c. ~~Proof that said dog has been sterilized and has current vaccinations;~~
 - d. ~~A yearly registration fee of \$500.~~
- E. ~~Yearly registration requirement. All dogs designated as potentially dangerous dogs or dangerous dogs shall file a new application each year with the accompanying registration fees no later than the third Monday of each year.~~
- F. ~~Removal of designation of potentially dangerous dog. The owner of a potentially dangerous dog may apply to the municipal court judge to have the designation removed once the following criteria have been met:~~
 - 1. ~~Minimum of 16 weeks of dog training classes attended and providing a certificate of completion signed by training instructor at approved training facility;~~
 - 2. ~~Successfully passing of the Canine Good Citizen Test approved by the American Kennel Club, or an equivalent test adopted by a similar nationally recognized organization; and providing a certificate of completion;~~
 - 3. ~~No complaints about the dog have been received by the City of Fargo within the previous 12 months as confirmed by the chief of police or designee of the chief.~~
- G. ~~A dog designated as potentially dangerous must be leashed and be under the control of a competent adult at all times when off the owner's property or the property of a caretaker of the dog.~~
- H. ~~Additional requirements for dangerous dogs. In addition to filing a yearly application to register a dangerous dog and paying the accompanying fee of \$500,~~

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1 the owner of a dangerous dog shall keep the dog, while on the owner's property, in
2 a proper enclosure. If the dog is outside an enclosure, it must be securely muzzled
3 and restrained by a chain or leash no longer than 6 feet under the physical restraint
4 of a competent adult.

5 I. ~~Potentially dangerous and dangerous dogs brought into the city. Any dog~~
6 ~~designated as potentially dangerous or dangerous by another jurisdiction must be~~
7 ~~registered within 24 hours of being brought into the city limits of Fargo. Such~~
8 ~~registration shall be with the police department. A dog declared potentially~~
9 ~~dangerous by another jurisdiction may be brought into the city limits of Fargo~~
10 ~~provided the owner:~~

1. ~~Notifies the police department of the dog's microchip number, location~~
2. ~~where the animal will be kept, owner contact information and length of stay;~~
3. ~~Complies with all the requirements established by said jurisdiction,~~
4. ~~including the laws and applicable court order from said jurisdiction;~~
5. ~~Removes the dog from the city after a period of no more than 14 days.~~

11 J. ~~Remedies and Enforcement.~~

1. ~~It shall be a Class B misdemeanor offense to:~~
 - 12 a. ~~Be an owner of, or be in possession of, a potentially dangerous dog~~
13 ~~in violation of the registration requirements set forth in subsection~~
14 ~~C of this ordinance; or,~~
 - 15 b. ~~Allow a dangerous dog to "run at large" as prohibited by subsection~~
16 ~~C of this ordinance;~~
2. ~~Dogs in violation of registration requirements may be impounded~~
17 ~~immediately by the police department and held until brought into~~
18 ~~compliance. If the dog is found running at large, and is not brought into~~
19 ~~compliance within 14 days of notification of its designation as a potentially~~
20 ~~dangerous dog, the dog will be impounded and held until brought into~~
21 ~~compliance with this section. If not brought into compliance within 5~~
22 ~~working days after impoundment, the dog may be euthanized. The owner~~
23 ~~of said dog is responsible for boarding and expenses associated with this~~
24 ~~process.~~
3. ~~No person may own a dog in the city of Fargo if the person has been~~
25 ~~convicted of a violation of this section, or of an equivalent ordinance or~~
26 ~~statute of another state or political subdivision, more than once. If any~~
27 ~~member of a household is prohibited from owning a dog pursuant to this~~
28 ~~section, unless specifically approved with or without restrictions by the~~
29 ~~police department, no person in the household is permitted to own a dog.~~

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12-0117. - Potentially dangerous and dangerous dogs.

A. Designation.

1. Any dog inside the City of Fargo may be designated as a potentially dangerous dog if the dog:
 - a. When unprovoked, bites a human or domestic animal on public or private property;
 - b. When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or
 - c. Has a known propensity, tendency, or disposition to attack, unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.
2. Any dog within the City of Fargo may be designated as a dangerous dog if the dog has:
 - a. Inflicted substantial bodily injury on a human being or a domestic animal on public or private property;
 - b. Killed a domestic animal while off the owner's property; or
 - c. Previously been found to be potentially dangerous and commits any offense under section 12-0117 (A)(1-2).

B. Procedure for designating a dog as potentially dangerous or dangerous.

1. Whenever there is reasonable cause to believe a dog is dangerous or potentially dangerous, an application may be presented to the municipal court for a finding the dog is dangerous or potentially dangerous. After receiving evidence at a hearing on the matter, the municipal court shall enter an order containing the court's findings, established by a preponderance of the evidence, whether the dog is dangerous or potentially dangerous. The court shall be authorized to order compliance by the owner of the dog with

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2. the provisions of this section and any other conditions which are necessary to ensure the health and safety of others.
3. The owner shall not transfer ownership of the dog after an application has been served. This restraining provision shall be included in the application.
4. If the owner does not appear at the hearing, the Court shall hear the matter and issue an order.
5. When a dog is designated to be potentially dangerous or dangerous, the owner shall be notified in writing of such designation by the Municipal Court.

C. Registration and application.

1. If a dog is deemed dangerous or potentially dangerous, the dog shall be registered with the City of Fargo Police Department. The application to register the dog as a dangerous or potentially dangerous dog shall be determined by the Fargo Police, and at a minimum, include:
 - a. The owner's full name, home address, and telephone number;
 - b. Proof of the implanted microchip identification number;
 - c. Proof of a current City of Fargo animal license;
 - d. Dog's name, breed, and age;
 - e. Current photo of the dog;
 - f. Proof the dog has been sterilized; and
 - g. Proof of current vaccinations.
2. The application to register a dog as potentially dangerous shall include proof of continuing liability insurance in a single incident amount of at least \$100,000 for bodily injury to or death of any person or persons or for damage to property owned by the persons which may result from the ownership, keeping, or maintenance of dogs designated as potentially dangerous, and a yearly registration fee up to \$300.
3. The application to register a dog as dangerous shall include proof of continuing liability insurance in a single incident amount of at least

OFFICE OF THE CITY ATTORNEY
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\$400,000 for bodily injury to or death of any person or persons or for damage to property owned by the persons which may result from the ownership, keeping, or maintenance of dogs designated as dangerous, and a yearly registration fee up to \$600.

4. Every owner of a dog designated as potentially dangerous or dangerous shall complete and file an application with the accompanying registration fees no later than the deadline as designated by the court, and then, annually, no later than the third Monday of each year thereafter.

D. Such additional conditions imposed on a dangerous or potentially dangerous dog may include, but are not limited to:

1. The owner not sell or transfer ownership of the dog without approval from the Court.
2. Any subsequent owner of the dog shall abide by the Court's Order as if they were the owner.
3. The owner notify the police if the dog bites anyone else within 48 hours.
4. The owner notify the police if the dog dies or becomes injured within 48 hours.
5. The owner notify the police if the owner moves within 48 hours.
6. The dog undergo obedience training.
7. The owner post the property with warnings about the dog.
8. The dog not be allowed outdoors during certain times.
9. The dog be leashed and/or muzzled and/or under the control of a competent adult.
10. Any caretaker or boarder of the dog be given a copy of the Order.
11. Compliance with all other requirements of this section.

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1 E. Removal of designation of dangerous dog and potentially dangerous dog.

- 2
- 3 1. Removal of designation of dangerous dog. The owner of a dangerous dog
- 4 may apply to the municipal court to have the designation of dangerous dog
- 5 transitioned to potentially dangerous dog once the following criteria have
- 6 been met:
- 7 a. Participation and proof of completion of training classes approved
- 8 by the Fargo Police Department;
- 9 b. Letter of recommendation and rehabilitation from the Fargo Police
- 10 Department approved dog trainer; and
- 11 c. No complaints about the dog have been received by the City of
- 12 Fargo within the previous 24 months as confirmed by the Fargo
- 13 Police.
- 14
- 15 2. Removal of designation of potentially dangerous dog. The owner of a
- 16 potentially dangerous dog may apply to the municipal court judge to have
- 17 the designation of potentially dangerous dog removed by following the
- 18 requirements listed under section 12-0117 (E)(1). If a dangerous dog has
- 19 transitioned to potentially dangerous, all criteria under subsection 12-0117
- 20 (E)(1) must be completed again and the timelines restart from the time the
- 21 dog was deemed to be potentially dangerous by the Court.
- 22
- 23 3. A hearing shall take place to determine whether sufficient criteria, by a
- preponderance of the evidence, supports changing the designation of the
- dog. The Court shall issue an amended Order with findings if the
- designation of the dog changes.

19 F. Foreign judgment. Any dog designated as potentially dangerous, dangerous, or

20 equivalent designation by another jurisdiction must be registered within 24 hours

21 of being brought into the city limits of Fargo. Such registration shall be with the

22 Fargo Police Department. An owner seeking to keep a dangerous or potentially

23 dangerous dog in the City of Fargo in excess of 14 days must petition the Court for

an Order to do so. If the Court allows the dog to remain in excess of 14 days, the

Court shall issue an Order similar to if the offense had occurred in the City of Fargo.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 G. Remedies and Enforcement.

- 2
- 3 1. Dogs in violation of registration or court-ordered conditions requirements
4 may be impounded by the police department and held until the dog is
5 brought into compliance. If not brought into compliance within 5 days after
6 impoundment, the dog may be euthanized or relocated. The owner of said
7 dog is responsible for boarding and all other expenses associated with this
8 process before the dog may be released.
- 9
- 10 2. No person may own or be in possession of a dog in the City of Fargo if the
11 person has been convicted of any violation of this section, or of an
12 equivalent ordinance or statute of another state or political subdivision,
13 more than once. If any member of a household is prohibited from owning a
14 dog pursuant to this section, no person residing in the same household is
15 permitted to own a dog. The City shall petition the Court and schedule a
16 hearing for an Order which bars the individual from owning dogs. The
17 burden of proof is preponderance of the evidence. An individual who owns
18 a dog after being barred from doing so is guilty of a Class B Misdemeanor.
- 19
- 20 3. A dog found to be dangerous or potentially dangerous more than once shall
21 be surrendered to the Fargo Police Department or designee for placement
22 or destruction. The City may petition the Court and schedule a hearing for
23 an Order to determine whether two or more findings of dangerous or
 potentially dangerous have occurred. The burden of proof is preponderance
 of the evidence. An owner or caretaker who fails to surrender a dog under
 this section shall be guilty a Class B Misdemeanor.
4. It shall be a Class B misdemeanor offense to allow a potentially dangerous
 dog or dangerous dog to "run at large."
5. It shall be an infraction if the owner fails to abide by the Court's Order, fails
 to register a dangerous or potentially dangerous dog, or violates any other
 provision of this section besides those listed in 12-0117 (G)(2), (G)(3), and
 G(4).

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ORDINANCE NO. _____

Section 3. Amendment.

Section 1-0305(A)(1), of Article 1-0305, of Chapter 1, of the Fargo Municipal Code, is amended as follows:

1-0305. - Classification of ordinance violations.

- A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article: 1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D) (failure to deliver plates) section 8-0803 (accidents 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)~~, 12-0105(E)(6)(failing to surrender habitually at large animal), 12-0117(G)(2)(owning a dog after being barred), 12-0117(G)(3)(failure to surrender a dangerous or potentially dangerous dog), 12-0117(G)(4)(allowing a dangerous or potentially dangerous dog to run at large), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), article 13-18 (massage therapy establishments), chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-0412 (unlicensed taxicab or vehicle for hire), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1518(C) (minor misrepresenting age), and section 25-

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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 4. Penalty.

A person who violates Fargo Municipal Code sections 12-0105(E)(6), 12-0117(G)(2), 12-0117 (G)(3), and 12-0117 (G)(4) shall be deemed to have committed a Class B Misdemeanor and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

A person who violates any other section within Fargo Municipal Code Section 12-0117 besides those listed above shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

Section 5. Effective Date.

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

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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

③

May 8, 2025

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

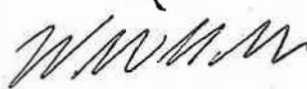
RE: Ordinance Amendment –FMC § 25-1512

Dear Mayor Mahoney and Commissioners,

During the City Commission meeting on April 14, 2025, a motion was made to direct the City Attorney to revise the ordinance to require review of liquor license extensions every six months, as has been the City Auditor practice. Thus, I am enclosing for your consideration an amendment to the Fargo Municipal Code § 25-1512 – Licenses—Termination, suspension, revocation, and sanctions.

Suggested Motion: I move to receive and file an ordinance amending Fargo Municipal Code § 25-1512 of Article 25-15 of Chapter 25, relating to Licenses—Termination, suspension, revocation, and sanctions, and to place the ordinance on for first reading at the next regularly-scheduled meeting of the Board of City Commissioners.

Sincerely,



William B. Wischer

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1512, OF ARTICLE 25-15,
OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE, RELATING TO
LICENSES—TERMINATION, SUSPENSION, REVOCATION, AND SANCTIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1512, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, is amended
as follows:

25-1512. - Licenses—Termination, suspension, revocation, and sanctions.

All licenses issued under the provisions of this article, unless otherwise specifically
provided, shall terminate on June 30th next following the date of issuance; provided,
however, that any license issued under the provisions of this article may, under certain

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circumstances, terminate automatically or may be terminated, suspended or revoked by the commission.

A. Any license issued under the provisions of this article shall automatically terminate:

1. Upon the death of the licensee unless, upon application to the commission by the personal representative of the decedent, the commission shall consent to the carrying on of such business by the personal representative. Said application must be submitted to the commission within 30 days of the licensee's death.
2. When the licensee, for any reason, ceases business at the licensed premises, except as permitted in accordance with § 25-1507(H) of this article. Business shall be deemed to have ceased upon occurrence of any of the following:
 - a. When no sale of alcoholic beverages occurs on the licensed premises for a period of at least 30 consecutive business days; or
 - b. When alcoholic beverages are not sold on the licensed premises on at least 15 of any 60 consecutive business days; or
 - c. When the licensed premises are not open for normal business for at least 180 hours in any 60 consecutive business days;provided, however, upon written request of the licensee, the commission, in its discretion and for good cause shown, may extend the date upon which business shall be deemed to have ceased. Any extension granted pursuant to the licensee's request shall be subject to review every six (6) months. The commission reserves the right to deny any extension request.
3. When any license or permit of the licensee from the United States government or state of North Dakota to sell alcoholic beverages at the licensed premises has terminated or been revoked.

ORDINANCE NO. _____

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

ORDINANCE NO. _____

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

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on October 1, 2024; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on April 28,
11 2025,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lots One (1) through Twenty (20), Block One (1); Lots One (1) through Forty (40),
16 Block Two (2); Lots One (1) through Thirty-Six (36), Block Three (3); Lots One (1)
17 through Thirty-Six (36), Block Four (4); and Lots One (1) through Ten (10), Block
18 Five (5) of Selkirk Place Third Addition to the City of Fargo, Cass County, North
19 Dakota;

20 are hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential,
21 District.

22 Section 2. The following described property:

23 Lot Eleven (11), Block Five (5) of Selkirk Place Third Addition to the City of Fargo, Cass
County, North Dakota;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

is hereby rezoned from “AG”, Agricultural, District to “P/I”, Public and Institutional, District.

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

3 Section 4. This ordinance shall be in full force and effect from and after its passage and
4 approval.
5
6

Timothy J. Mahoney, M.D., Mayor

7 (SEAL)

8 Attest:
9

10
11 _____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

5

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN GOLDEN VALLEY SIXTH 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 Golden Valley Sixth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on April 1, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on April 28, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Eleven (11), Block One (1) of Golden Valley Sixth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "SR-4", Single-Dwelling Residential, District to "SR-5", Single-Dwelling Residential, 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. _____

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

(SEAL)

Attest:

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



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

Law

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

Full, Legal Name of Gaming Organization

Fargo Metro Baseball Association

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

Name of Location

Applebee's Grill & Bar - 13th Ave

Street

2800 13th Ave SW

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)

Southwest corner of 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)

☐

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

5/12/25

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)

fb

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

Full, Legal Name of Gaming Organization

Fargo Metro Baseball Association

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

Name of Location

Applebee's Grill & Bar - 45th St

Street

2350 45th St S

City

Fargo

ZIP Code

ND

County

58104

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)

Southeast corner room in bar area with machines along north wall of that room

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 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

5/12/25

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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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)



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

Full, Legal Name of Gaming Organization

Fargo Metro Baseball Association

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

Name of Location

Applebee's Grill & Bar -North Fargo

Street

2001 16th St. N

City

Fargo

ZIP Code

58102

County

ND

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)

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

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Date

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

[Handwritten Signature]

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

Full, Legal Name of Gaming Organization

Fargo Metro Baseball Association

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

Name of Location

Empire Tavern

Street

424 N Broadway

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"

0

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

Northwest Corner

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 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

5/12/25

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

Te

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

Full, Legal Name of Gaming Organization

Friends of the Children Fargo-Moorhead

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

Crooked Pint Ale House

Street

3340 13th 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)

North area of the bar, games can be played in the entire bar area (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 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 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 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

5/12/25

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

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

(Signature)

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

Full, Legal Name of Gaming Organization

Harwood Area Fire & Rescue

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

District 64/Las Palmas

Street

64 Broadway N

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)

Games will be conducted and palyed in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly 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)

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APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/12/25

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

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

(Signature)

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

Full, Legal Name of Gaming Organization

Horse Race North Dakota

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

Chub's Pub

Street

421 N University Drive

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)

Games will be conducted and palyed in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly 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

5/12/25

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

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

ph

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

Full, Legal Name of Gaming Organization

Horse Race North Dakota

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	City	ZIP Code	County
4474 23rd Ave South	Fargo	58104	Cass

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/25	06/30/26	1

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

Games will be conducted and palyed in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly 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 checked="" 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 type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input checked="" 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 5/12/25

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

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

Gi

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

Full, Legal Name of Gaming Organization

Horse Race North Dakota

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

Labby's Bar & Grill

Street

1100 19th Ave N

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)

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/12/25

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

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GAMING SITE AUTHORIZATION
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SFN 17996 (4-2023)

(Handwritten initials: lj)

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

Full, Legal Name of Gaming Organization

Horse Race North Dakota

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

Sidestreet Grille & Pub

Street

404 4th Avenue North

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)

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

Attorney General

Date

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Date

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

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SFN 17996 (4-2023)



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

Full, Legal Name of Gaming Organization

Special Olympics North Dakota

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

Rooters Bar

Street

107 Broadway

City

Fargo

ZIP Code

58102

County

Cass County

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)

Entire Bar 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

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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)

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APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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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)

62

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Team Makers Club, 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

Fargo Dome

Street 1800 N University Drive	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" 0	

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

Entire Facility and Adjacent Parking Areas

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 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 5/12/25

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)

bm

G - _____ (____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Team Makers Club, 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

Fort Knox

Street

52 Broadway 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"

1

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

Entire 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)

- ☐ Bingo
☐ **ELECTRONIC** Quick Shot Bingo
☒ Raffles
☐ **ELECTRONIC** 50/50 Raffle
☒ Pull Tab Jar
☐ Pull Tab Dispensing Device
☒ **ELECTRONIC** Pull Tab Device

- ☐ Club Special
☐ Tip Board
☐ Seal Board
☐ Punchboard
☐ Prize Board
☐ Prize Board Dispensing Device

- ☐ Sports Pools
☒ Twenty-One
☐ Poker
☐ Calcuttas
☐ Paddlewheel with Tickets
☐ Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/12/25

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



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

En

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

Full, Legal Name of Gaming Organization

Team Makers Club, 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

Frank's Lounge

Street 2640 52nd Ave S	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" 1	

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

Entire 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 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)

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 5/12/25

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

Steven Sprague/City Auditor

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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)

60

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

Full, Legal Name of Gaming Organization

Team Makers Club, 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

Lucky's 13 Pub

Street 4301 17th 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" 0
---	---	--

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

Entire Lounge and Dining 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 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 5/12/25

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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



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

(Handwritten Signature)

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

Full, Legal Name of Gaming Organization

Team Makers Club, 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

Sanford Health Athletic Complex - Scheels Arena (SHAC)

Street 1600 N University Drive	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" 0	

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

Entire Facility and Adjacent Parking Areas

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 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 5/12/25

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

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



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

7a

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

Benefit for Maria Boyle

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

5-18-25

Organization or Group Contact Person

Sarah Hoepfner

E-mail

sarah-jo-06@hotmail.com

Telephone Number

701-552-1343

Business Address

City

State

ZIP Code

Mailing Address (if different)

705 24th Ave S

City

Fargo

State

ND

ZIP Code

58103

SITE INFO

Site Name

Sts. Anne + Joachim Catholic Church

County

Cass

Site Physical Address

5202 25th St S

City

Fargo

State

ND

ZIP Code

58104

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.)

Bingo night from 6-8 pm on 5/18/25 only

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	List provided	
Total (limit \$40,000 per year)		\$ 500 -

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Donate all proceeds to Maria Boyle's family for medical expenses

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ No ☐ Yes - Total Retail Value: _____ (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 52980 "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

Sarah Hoepfner

Telephone Number

701-552-1343

E-mail Address

sarah-jo-06@hotmail.com

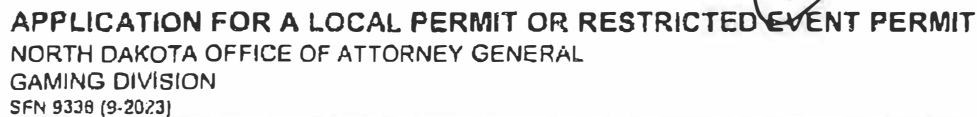
Signature of Organization Group's Permit Organizer

Sarah Hoepfner

Title

Date

5-7-25



**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.*

Printed Name of Organization Group's Permit Organizer <i>Mike Cooper</i>	Telephone Number <i>952-454-4190</i>	E-mail Address <i>hockeycoop@yahoo.com</i>
Signature of Organization Group's Permit Organizer <i>Mike Cooper</i>	Title <i>Stewardship Board Member</i>	Date <i>05/07/2025</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 8378 (9/2023)

Applying for (check one):
☒ Local Permit ☐ Restricted Event Permit
Games to be conducted:
☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker ☐ Twenty-One ☐ Pushcarts
*See subsection 2 (f) on Page 2. Poker, Twenty-One, and Pushcarts may be conducted only with a Restricted Event Permit. Only one raffle per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR RAFFERS

ORGANIZATION INFO

Name of Organization or Group: Capstone Classical Academy Colloquium Station of Activity: 8/20/25
Organization or Group Contact Person: Tom Tucker Email: Hucker@capstoneclassical.com Telephone Number: 701 404 7013
Business Address: 3910 25th St S City: Fargo State: ND ZIP Code: 58104
Mailing Address (if different): _____

SITE INFO

Site Name: Delta by Marriott Hotel County: _____
Site Physical Address: 1635 42nd St SW City: Fargo State: ND ZIP Code: 58103
Provide the exact date(s) & frequency of each event & type (e.g., bingo every Friday 10:00-12:00, Raffle: 10:00, 11:00, 12:00, etc.):
50/50 Raffle for scholarship fundraiser on 8/20/25

PRIZE / AWARD INFO (Prizes may include prizes, money, cash, and items of value)

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% of chance to win proceeds for tuition application to Capstone Academy for 2025 school year.	unknown * Not to exceed \$40K
Total: Not \$40,000 per year		\$ unknown

ADDITIONAL REQUIRED INFORMATION

Intended Use of Gaming Proceeds: Scholarships
Does this 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 1-800-326-9049.)
☐ Yes ☒ No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit.)
☐ Yes ☐ No
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30? (If yes, indicate the total retail value of all prizes previously awarded.)
☐ Yes ☐ No (Total Retail Value: _____) (If this amount is part of the total prize pool for \$40,000 per fiscal year.)
Is the organization or group a state political party or legislative elected party? (If yes, the organization or group may only conduct a raffle and must complete SFN 57880 "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: <u>Maribel Hamm</u>	Telephone Number: <u>303-731-7166</u>	Email Address: <u>maribel</u>
Signature of Organization Group's Permit Organizer: <u>M Hamm</u>	Title: <u>Experience Coordinator</u>	Date: <u>5/7/25</u>



(7d) ✓

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

El Zagal Provest Guard

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

September 11, 2025

Organization or Group Contact Person

Daniel Hebernitz

E-mail

dlab5@yahoo.com

Telephone Number

Business Address

1429 3rd St. N.

City

Fargo

State

ND

ZIP Code

58102

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name

El Zagal Shrine Temple

County

Cass

Site Physical Address

1429 3rd St. 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.)

September 11, 2025

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

Game Type	Description of Prize	Exact Retail Value of Prize
Ticket Prize	Drawing for 1 of 8 cash prizes (2 @ \$200, 6 @ \$100)	\$1,000
Raffle board	Sign up for a 1-100 square, winner based on drawing	\$2,500
Raffle	pay fee, choose random #, matching prize, 5tl of bronze various cost	\$1,500
Total (limit \$40,000 per year)		\$5,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Transportation costs

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ No

☒ Yes - Total Retail Value:

\$1,000 -

(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

Daniel Hebernitz

Telephone Number

701-261-6034

E-mail Address

dlab5@yahoo.com

Signature of Organization Group's Permit Organizer

Daniel Hebernitz

Title

Bierstube committee

Date

5/8/25



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

7e

Applying for (check one)

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo Air Museum		Dates of Activity (Does not include dates for the sales of tickets) 5/22/2025	
Organization or Group Contact Person Madisen Anderson	E-mail madisen@fargoairmuseum.org	Telephone Number 701-293-8043	
Business Address 1609 19th Ave N	City Fargo	State ND	ZIP Code 58102
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.) Bingo on May 22, 2025			

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

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

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Fundraising for the Fargo Air Museum	
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 type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$ 1,952.99 (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 Madisen Anderson	Telephone Number 701-356-5631	E-mail Address madisen@fargoairmuseum.org
Signature of Organization Group's Permit Organizer 	Title Marketing & Operations Coordinator	Date 4/30/2025



(74) ✓

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

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*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to Fargo North High School	Dates of Activity 5/5/2025-6/7/2025	If raffle, provide drawing date	
Organization or Group Contact Person Dan Shultis	Title or Position Activity Coordinator	Telephone Number 701-446-2407	
Business Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Fargo North High School			
Site Address 801 17th Ave North	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle		
Total (limit \$40,000 per year)		2000

Intended Uses of Gaming Proceeds Back to the program or donation. <u>Baseball / Softball</u>
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit of \$40,000 per 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 used for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Organization or Group Contact Person

Name Dan Shultis	Title Assistant Principal/Activities	Telephone Number 701-446-2407	E-mail Address shultid@fargo.k12.nd.us
Signature of Organization or Group's Top Official 		Title <u>Assistant Principal</u> <u>Activities Coordinator</u>	Date 5/5/2025



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

79 ✓

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 Memory Cafe of the Red River Valley		Dates of Activity (Does not include dates for the sales of tickets) June 3, 2025	
Organization or Group Contact Person Leeora Windingland	E-mail leeora@memorycafervv.org	Telephone Number 701-404-6712	
Business Address 1122 1st Ave N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different) P.O. Box 883	City Fargo	State ND	ZIP Code 58107

SITE INFO

Site Name Redefining Memory Loss Conference @ Holiday Inn		County Cass	
Site Physical Address 3803 13th Ave S (Great Hall)	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - June 3, 2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Grill and Gift Cards to PrimeCuts + ^{John +} wayne Meats	\$550.00
Raffle	Spa Day from Hair Success	\$500.00
Raffle	TLC House Cleaning Gift Card	\$500.00
Total (limit \$40,000 per year)		\$2,050.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Memory Cafe programming expenses	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <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 checked="" type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Leeora Windingland	Telephone Number 651-341-2623	E-mail Address leeora@memorycafervv.org
Signature of Organization Group's Permit Organizer [Signature]	Title Assistant Executive Director	Date 5.6.2025



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

9h ✓

Applying for (check one)



Local Permit



Restricted Event Permit*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One*



Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group North Dakota Pottery Club Society		Dates of Activity (Does not include dates for the sales of tickets) June 13-15, 2025	
Organization or Group Contact Person LINDA FIEDLER		E-mail clfiedler@msn.com	Telephone Number 406-861-4419
Business Address		City	State ZIP Code
Mailing Address (if different) 4402 4th Str. S.		City Moorhead	State ZIP Code Mn. 56560

SITE INFO

Site Name Holiday Inn		County Cass	
Site Physical Address 3803 13th Ave S.		City Fargo	State ZIP Code ND 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - Sat evening 6/14/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	4 Pottery Pieces - \$100 each	\$400
Total (limit \$40,000 per year)		\$ 400.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Linda FIEDLER	Telephone Number 406-861-4419	E-mail Address clfiedler@msn.com
Signature of Organization Group's Permit Organizer	Title NDPCS Convention Chair	Date 4-15-2025



Pd cc

(7i)

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 <u>River Keepers</u>		Dates of Activity (Does not include dates for the sales of tickets) <u>6-9-2025</u>	
Organization or Group Contact Person <u>Christine Holland</u>	E-mail <u>Christine@riverkeepers.org</u>	Telephone Number <u>701-235-2895</u>	
Business Address <u>1120 28th Ave. N Ste. B</u>	City <u>Fargo</u>	State <u>ND</u>	ZIP Code <u>58102</u>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <u>Edgewood Golf Course</u>		County <u>Cass</u>	
Site Physical Address <u>19 Golf Course Rd</u>	City <u>Fargo</u>	State <u>ND</u>	ZIP Code <u>58102</u>
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.)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	50/50	1500.00
Total (limit \$40,000 per year)		\$ 1500.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <u>Provide opportunities for the community to learn about the Red River, help sustain it and safely enjoy it</u>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <u>\$326.00</u> (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 <u>Christine C Holland</u>	Telephone Number <u>701-235-2895</u>	E-mail Address <u>Christine@riverkeepers.org</u>
Signature of Organization Group's Permit Organizer <u>Christine C Holland</u>	Title <u>Executive Director</u>	Date <u>5-2-2025</u>



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 UND Alumni Association & Foundation		Dates of Activity (Does not include dates for the sales of tickets) June 25, 2025	
Organization or Group Contact Person Ellie Johnson	E-mail EllieJ@undalumni.net	Telephone Number 701-777-6943	
Business Address 3501 University Avenue Stop 8157	City Grand Forks	State ND	ZIP Code 58202
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Rose Creek Golf Course		County Cass	
Site Physical Address 1500 E Rose Creek Pkwy S	City Fargo	State ND	ZIP Code 58104

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 Board occurring on June 25 2025

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board		500
Total (limit \$40,000 per year)		\$ 500

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds To benefit Athletic Scholarships at the University of North Dakota	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 1,000 (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 Kristie Hunt	Telephone Number 701-777-6679	E-mail Address Kristieh@undalumni.net
Signature of Organization Group's Permit Organizer 	Title Controller	Date 5/6/2025



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

(7K)

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 Washington Elementary School PTA		Dates of Activity (Does not include dates for the sales of tickets) June 3, 2025	
Organization or Group Contact Person Lora Schoepp		E-mail WashingtonPTAFargo@gmail.com	Telephone Number 701-540-2168
Business Address 1725 N Broadway		City Fargo	State ND
Mailing Address (if different)		City	State ND

SITE INFO

Site Name Washington Elementary School		County Cass	
Site Physical Address 1725 N Broadway		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 once a year

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Baskets	donated items to go w/ a theme (we don't know what & how many items will be donated) from each class	\$50 - \$100
Total (limit \$40,000 per year)		\$800 - \$1600

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Lora Schoepp	Telephone Number 701-540-2168	E-mail Address WashingtonPTAFargo@gmail.com
Signature of Organization Group's Permit Organizer Lora Schoepp	Title PTA membership Coordinator	Date 4/25/25

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Project No. SR-24-A1

Type: Negative Final Balancing Change Order #1

Location: Citywide

Date of Hearing: 5/5/2025

Routing

City Commission

Date

5/12/2025

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, related to Negative Final Balancing Change Order #1 in the amount of \$-69,322.50, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of \$-69,322.50, bringing the total contract amount to \$391,160.95.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Roers Construction Joint Venture, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-69,322.50, which brings the total contract amount to \$391,160.95 to Roers Construction Joint Venture, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments & Sales Tax

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

Yes No

N/A

N/A

N/A

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer



CHANGE ORDER REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-24-A1
VARIOUS AREAS CITY WIDE

Final Balancing
Change Order

Change Order No 1 **Change Order Date** 4/29/2025
Contractor Roers Construction Joint Venture,
LLC

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

EXPLANATION OF CHANGE Change Order # 1
Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Assessed	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	1267		1267	223	1490	\$91.00	\$20,293.00
	2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50		50	11	61	\$120.00	\$1,320.00
	3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	40		40	-6	34	\$120.00	-\$720.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	2190		2190	-1274	916	\$65.50	-\$83,447.00
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	40		40	-35	5	\$90.00	-\$3,150.00
	6	Sodding	SY	20		20	-20	0	\$54.60	-\$1,092.00
	7	Topsoil - Strip & Spread	CY	50		50	-50	0	\$151.63	-\$7,581.50
	8	Fill - Contractor Supply	CY	120		120	-120	0	\$98.26	-\$11,791.20
	9	Remove Tree	EA	8		8	-8	0	\$485.25	-\$3,882.00
Assessed Sub Total										-\$90,050.70
City Paid	10	Rem & Repl Curb & Gutter	LF	160		160	113	273	\$72.80	\$8,226.40

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessed / Sales Tax

-\$69,322.50

\$0.00

\$460,483.45

\$391,160.95

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

APPROVED

For Contractor

Title

5-1-25
Ally Ralil
Project Manager

APPROVED DATE

Department Head

Mayor

Attest

T. Ralil

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

10

Type: Encroachment Agreement

Location: 802 1 Avenue North

Date of Hearing: 4/21/2025

Routing

City Commission

PWPEC File

Project File

Date

5/12/2025

X

Matt Jennings

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding an Encroachment Agreement at 802 1st Avenue North for 810 Development LLP to utilize their parking stalls within the public right of way.

City of Fargo Engineering is currently designing a reconstruction project along 8th Street North between NP Avenue and 1st Avenue North. The property at 802 1st Avenue North has a driveway that extends the entire eastern length of the property along 8th Street North. This driveway is used for parking in stalls at the front of the business. The setup results in vehicles parking over the sidewalk, which creates a pedestrian navigation issue. Additionally, the width of the driveway does not comply with City of Fargo Municipal Code and the Land Development Code. On December 2, 2024, PWPEC discussed the driveway issues and proposed solutions resulting in a motion to recommend eliminating three parking stalls to produce a landscape buffer. This Encroachment Agreement formalizes the parking stall arrangements and allows them to utilize their parking stalls within the public right of way.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of the Encroachment Agreement with 810 Development LLP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with 810 Development LLP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Nathan Boerboom, P.E.
Assistant City Engineer

**Engineering Department**225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 Fax: 701.241.8101

Email feng@FargoND.govwww.FargoND.gov

To: Members of PWPEC
From: Matthew Jennings, ROW Management
Date: April 16, 2025
Re: Encroachment Agreement 802 1st Avenue North – 810 Development LLP

Background:

City of Fargo Engineering is currently designing a reconstruction project along 8th Street North, between NP Avenue and 1st Avenue North. The property at 802 1st Avenue North features a driveway that extends the entire eastern length of the property along 8th Street North. This driveway is used for parking in stalls at the front of the business. However, their setup results in vehicles parking over the sidewalk, which creates a pedestrian navigation issue. Additionally, the width of the driveway does not comply with the City of Fargo Municipal Code and the Land Development Code. As part of typical City of Fargo reconstruction projects, we aim to bring all driveways, sidewalks, and encroachments into compliance with the current codes.

City Engineering and the property owner discussed the various issues and reached a mutually beneficial agreement to retain most of the private parking stalls while enhancing pedestrian walkability, reducing driveway width, and improving the distance between the intersection and the driveway. During the PWPEC meeting on December 2, 2024, the driveway issues and proposed solutions were discussed, resulting in the recommended motion of eliminating three parking stalls to produce a landscaping buffer. This encroachment agreement formalizes the parking stall arrangements.

This encroachment will terminate upon the sale of the property or upon a 25% improvement to the property, and it is non-transferable. Upon termination, the property owner must restore the encroachment area to a vegetated surface and bring the driveway into compliance with the current City of Fargo Municipal Code.

Attached is an Encroachment Agreement with 810 Development LLP at 802 1st Avenue North. This is to allow an encroachment for 810 Development LLP to utilize their parking stalls within the public right of way.

The following fees for this encroachment agreement will be waived.

- One time - Initial Processing Fee
- Annual ROW Use Fee

Recommended Motion:

Recommend approval of the Encroachment Agreement with 810 Development LLP.

ENCROACHMENT AGREEMENT

(Parking Stalls)

THIS AGREEMENT, made and entered by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as “City”, and 810 DEVELOPMENT LLP, hereinafter referred to as “810 Development” or “Owner”;

WITNESSETH:

WHEREAS, 810 Development owns property located at 802 1st Avenue North in Fargo, which is bordered to the east by 8th Street North and to the north by 1st Avenue North;

WHEREAS, City plans to reconstruct a portion of 8th Street North, between N.P. Avenue and 1st Avenue North;

WHEREAS, 810 Development’s property located at 802 1st Avenue North contains a driveway which extends the entire eastern length of the property along 8th Street North, which is used for parking stalls;

WHEREAS, 810 Development desires to encroach on a portion of City right-of-way (described below) for the purpose of parking stalls;

WHEREAS, 810 Development has requested permission to encroach on a portion of the right-of-way, hereinafter particularly described and also depicted in Exhibit “A”, allowing it to utilize City right-of-way for such purpose;

WHEREAS, the Public Works Projects Evaluation Committee (PWPEC) has reviewed the request for encroachment and recommends approval; and,

WHEREAS, 810 Development has agreed to execute this agreement required by City for encroachment on City right-of-way.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:
810 Development is hereby granted the right to encroach upon and use a portion of the right-of-way, said encroachment being for the purpose of parking stalls, bordering along the west side of 8th Street North.

1. The legal description of the Owner’s property is as follows:

ROBERTS 2ND PT LOTS 5 & 6 BLK 23 BEG NE COR LOT 6 THEN W 64.8' THEN S ACROSS LOTS 5 & 6 FOR 100' TO PT 152' E OF W LN LOT 5 THEN E TO E LN OF BLK & N TO BEG

located within the City of Fargo, situate in the County of Cass and the State of North Dakota
(Street address: 802 1st Avenue North, Fargo, ND 58102) (the “encroaching property”).

The encroachment at said property is described as follow:

Commencing in the Northeast corner of Block 23 of Roberts 2nd Addition, City of Fargo, Cass County, North Dakota; thence S09°27'18"W along the east line of said Block 23 a distance of 32.0 feet to the point of beginning; thence S80°32'42"E a distance of 6.0 feet; thence S09°27'18"W a distance of 54.4 feet; thence S59°19'59"W a distance of 7.9 feet; thence N09°27'18"E along the east line of said Block 23 a distance of 59.4 feet to the point of beginning.

Said tract contains 341 square feet, more or less.

Said encroachment is more particularly described and indicated in attached Exhibit "A" showing the property and proposed parking stalls. Exhibit "A" is attached hereto and incorporated herein by reference.

2. It is the intent of this agreement that Owner may utilize City right-of-way for the purpose of maintaining and utilizing parking stalls.

3. Owner agrees and understands that as a condition of the use of the right-of-way, Owner shall be responsible for the installation cost and maintenance of all components of the parking stalls.

4. Upon discontinuance of use or termination of this agreement, Owner will restore and replace all public property to a vegetated surface, or pay to the City all costs incurred by City to restore the public property to a vegetated surface.

5. It is understood and agreed by and between the parties that Owner will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public right-of-way for the parking stalls. 810 Development agrees to accept all maintenance responsibility for the parking stalls and associated property used by Owner within the City right-of-way.

6. Owner agrees to indemnify and further hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the Owner's use of the public right-of-way in accordance with this agreement. Owner agrees to provide to the City a certificate of insurance indicating acceptance by its insurer of Owner's obligation to defend and hold the City harmless as herein stated.

7. This agreement is personal to Owner and cannot be sold, transferred or otherwise assigned. This agreement shall immediately terminate upon Owner's sale, transfer or assignment of the encroaching property.

8. Owner agrees and understands that as a condition of the use of the right-of-way, Owner shall be responsible for snow plowing and snow removal within the parking stalls.

9. It is understood and agreed by and between the parties that this agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

10. Upon completion of the City's project to reconstruct the portion of 8th Street North between N.P. Avenue and 1st Avenue North, the Owner's driveway width will be 54 feet, which exceeds the allowable width per the City of Fargo Municipal Code. However, the City Engineer has granted an exemption to accommodate the existing business. Upon discontinuance of use or termination of this encroachment agreement, however, the driveway at this property will be required to comply with the City of Fargo Municipal Code in effect at the time of termination or pay to the City all costs incurred by City to bring the driveway into compliance.

11. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the encroachment area. In the event the City needs to permanently retake the encroachment area, City will provide Owner written notice ninety (90) days in advance to remove the encroaching private facilities, to the extent deemed necessary by City.

12. If City determines, in its sole discretion, that Owner has failed to maintain the parking stalls in an acceptable manner, City may terminate as provided herein. Further, this agreement shall terminate if the encroaching property is repaired, reconstructed or improved at a cost of 25% or more

of the market value of the property prior to such improvement or repair. If the encroaching property is damaged, market value will be determined as the value before the damage occurred.

13. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

14. City agrees to waive the processing and annual fees.

(Signatures on following pages)

Dated this 21 day of April, 2025.

810 DEVELOPMENT LLP

By: Robert A. Ames

Its: MANAGING PARTNER

STATE OF ARIZONA

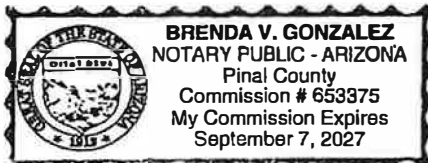
)

) ss:

COUNTY OF PINAL

)

On this 21st day of April, 2025, before me, a notary public in and for said county and state, personally appeared Robert A. Ames, to me known to be the Mg. Partner of the **810 DEVELOPMENT LLP**, described in and who has executed the within and foregoing instrument, and acknowledged to me that he executed the same.



(SEAL)

B. V. Gonzalez
Notary Public
Pinal County, Arizona

Dated this _____ day of _____, 2025

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, Auditor

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

On this _____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My commission expires:

This document was prepared by:
Kasey McNary
Assistant City Attorney
Serkland Law Firm
10 Roberts Street
Fargo, ND 58102
701-232-8957
kmcnary@serklandlaw.com

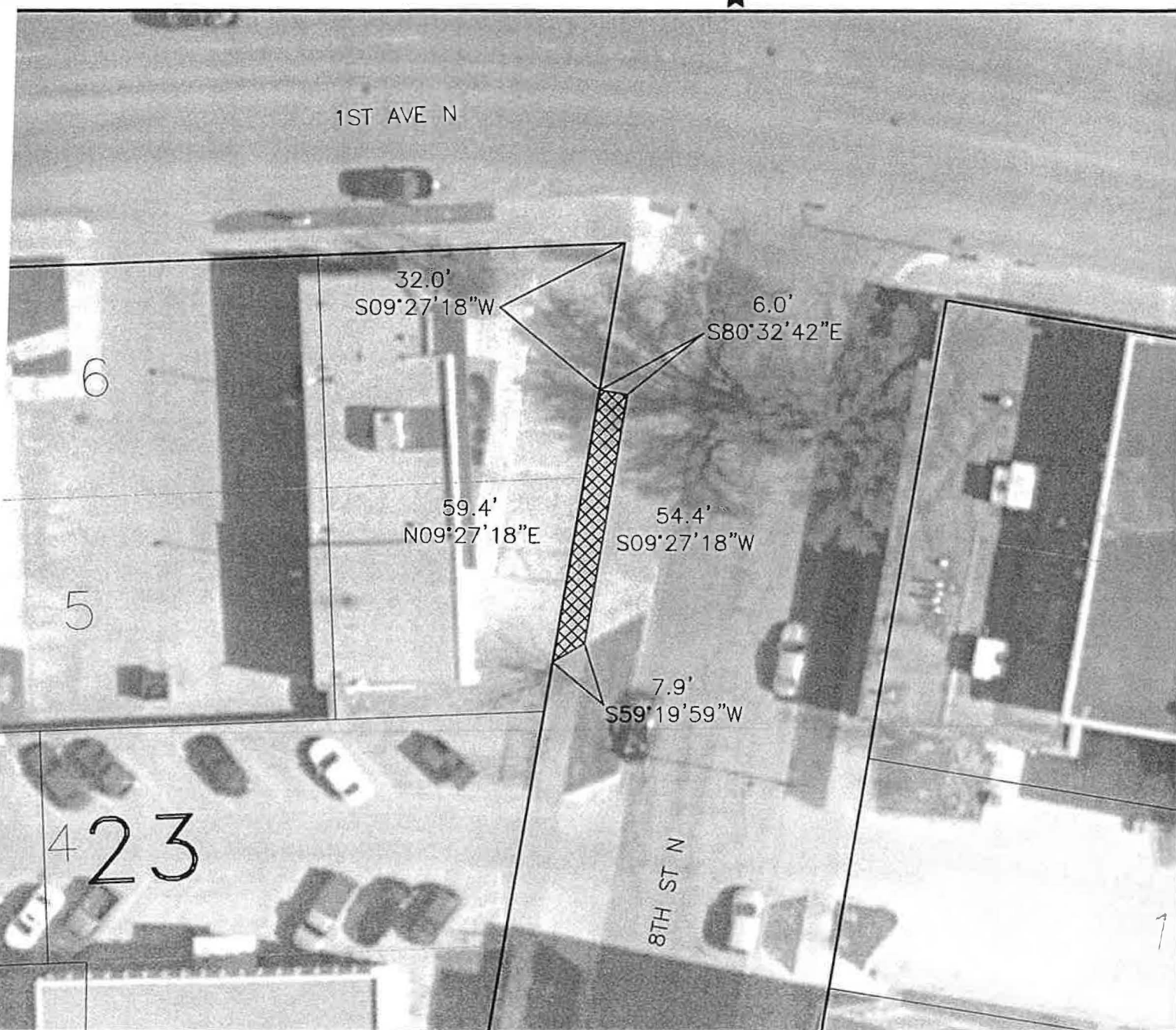
The legal description was prepared by City of Fargo Engineering Department

EXHIBIT "A" — ENCROACHMENT AGREEMENT

ENCROACHMENT AREA = 



THE CITY OF
Fargo
ENGINEERING



OWNER: 810 DEVELOPMENT LLP

LEGAL DESCRIPTION: COMMENCING IN THE NORTHEAST CORNER OF BLOCK 23 OF ROBERTS 2ND ADDITION, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; THENCE S09°27'18"W ALONG THE EAST LINE OF SAID BLOCK 23 A DISTANCE OF 32.0 FEET TO THE POINT OF BEGINNING; THENCE S80°32'42"E A DISTANCE OF 6.0 FEET; THENCE S09°27'18"W A DISTANCE OF 54.4 FEET; THENCE S59°19'59"W A DISTANCE OF 7.9 FEET; THENCE N09°27'18"E ALONG THE EAST LINE OF SAID BLOCK 23 A DISTANCE OF 59.4 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 341 SQUARE FEET, MORE OR LESS

DESCRIPTION BY CITY OF FARGO ENGINEERING DEPARTMENT — CITY OF FARGO COORDINATE SYSTEM

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Improvement District No. BN-23-F1

Type: Change Order #4

Location: Dakota Commerce Center North Addition

Date of Hearing: 5/5/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/12/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, related to Change Order #4 in the amount of \$119,547.40 to provide required infrastructure to complete the storm sewer interconnect.

Staff is recommending approval of Change Order #4 in the amount of \$119,547.40, which increases the total contract amount to \$10,680,572.93 to Dakota Underground.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #4 in the amount of \$119,547.40 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$119,547.40, bringing the total contract amount to \$10,680,572.93 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Reclamation Funds & Special Assessment

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

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

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

C: Kristi Olson

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

Memorandum

To: Members of PWPEC
From: Jason Satterlund, Project Manager
Date: April 30, 2025
Re: Improvement District No. BN-23-F1 – Change Order #4 – Storm Sewer Interconnect

Background:

Improvement District No. BN-23-F1 is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Dakota Underground is the Prime Contractor on this project.

During the original storm sewer master planning of approximately 600 acres across four quarter sections of land, a series of infrastructure assumptions were made based on anticipated developments needs. Those needs have evolved and now require an additional storm sewer interconnect to ensure proper drainage capacity and long-term functionality of the system.

Change Order #4 will provide the required infrastructure to complete the storm sewer interconnect at a cost of \$119,547.40.

The additional cost will be special assessed to the benefitting properties.

No additional days are required to complete the work.

Recommended Motion:

Approve Change Order #4 for the storm sewer interconnect in the amount of \$119,547.40.

Original Completion Dates	Revised Previously	Revised This Memo
Milestone 1 – 21 Consecutive Working Days Milestone 2- November 2, 2024 Milestone 3 – December 13, 2024 Milestone 4 – May 1, 2025 Substantial – July 1, 2025 Final – August 1, 2025	Milestone 1 – unchanged Milestone 2- November 15, 2024 Milestone 3 – July 1, 2025 Milestone 4 – July 1, 2025 Substantial – August 15, 2025 Final – September 15, 2025	No changes required.



**CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-23-F1**

**ON 48TH AVENUE NORTH BETWEEN COUNTY HIGHWAY 81 AND 37TH STREET
NORTH. ON COUNTY HIGHWAY 81 FROM 44TH AVENUE NORTH TO 48TH AVENUE
NORTH. ON 41ST STREET NORTH FROM 48TH AVENUE NORTH TO 1100' NORTH. ON
37TH STREET NORTH FROM 46TH AVENUE NORTH TO 950' NORTH OF 48TH AVENUE
NORTH.**

Change Order No	4	Change Order Date	3/21/2025
Contractor	Dakota Underground Co Inc		

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

EXPLANATION OF CHANGE Change Order # 4
Storm Sewer Interconnect 48th Avenue & 37th Street N.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 4	63	Mobilization	LS	0		0	1	1	\$12,500.00	\$12,500.00
	64	Relocate Water Main 12" Dia	EA	0	0	0	1	1	\$22,500.00	\$22,500.00
	65	Connect Pipe to Exist Structure	EA	0		0	1	1	\$15,000.00	\$15,000.00
	66	F&I Pipe 54" Dia	LF	0		0	16	16	\$334.00	\$5,344.00
	67	Remove Pipe All Sizes All Types	LF	0		0	104	104	\$30.00	\$3,120.00
	68	F&I Pipe w/GB 54" Dia	LF	0		0	88	88	\$468.00	\$41,184.00
	69	F&I Geogrid - Subgrade Reinf	SY	0		0	125	125	\$3.65	\$456.25
	70	F&I Crushed Conc - 10" Thick	SY	0		0	125	125	\$25.50	\$3,187.50
	71	F&I Edge Drain 4" Dia PVC	LF	0		0	47	47	\$10.75	\$505.25
	72	Rem & Repl Curb & Gutter	LF	0		0	18.4	18.4	\$56.00	\$1,030.40
	73	Rem & Repl Pavement 10" Thick Reinf Conc	SY	0		0	73.6	73.6	\$200.00	\$14,720.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 4 Sub Total										\$119,547.40

Summary

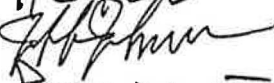
Source Of Funding	Special Assessments, Water Reclamation
Net Amount Change Order # 4 (\$)	\$119,547.40
Previous Change Orders (\$)	\$404,977.97
Original Contract Amount (\$)	\$10,156,047.56
Total Contract Amount (\$)	\$10,680,572.93

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

APPROVED

For Contractor

Title

4/29/25

PRESIDENT

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Improvement District No. BR-24-F1

Type: Change Order #4

Location: 8th St N, Main Ave – NP Ave

Date of Hearing: 5/5/2025

<u>Routing</u>	<u>Date</u>
City Commission	5/12/2025
PWPEC File	X
Project File	Rick Larson

The Committee reviewed a communication from Project Manager, Rick Larson, regarding Change Order #4 in the amount of \$7,133.20 for the addition of a 6" hydrant extension and to install 2 bus stop painted messages in the bus lane on NP Avenue.

Staff is seeking approval of Change Order #4 in the amount of \$7,133.20, which increases the total contract to \$1,938,505.14, to Master Construction.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #4 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$7,133.20, bringing the total contract amount to \$1,938,505.14 to Master Construction.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager
Date: May 1, 2025
Re: Improvement District No. BR-24-F1 – Change Order #4

Background:

Improvement District No. BR-24-F1 is for the Rehab/Reconstruction of NP Avenue North from 8th Street approx. 175' E of 8th Street and 8th Street North from BNSF RR Tracks to 100' north of NP Avenue North.

Master Construction is the Prime Contractor for this project.

Change Order #4

1. Due to a slight field grade change in the sidewalk by the Fire Station, the fire hydrant here ended up being too low with the bottom flange bolts in the concrete. The Contractor was directed to add a 6" hydrant extension to correct this issue. The total contract price adjustment for this work is \$2,500.00.
2. The Contractor was directed to install 2 bus stop painted messages in the bus lane on NP Avenue. The total contract adjustment for this work is \$4,633.20.

Master Construction is requesting a total of \$7,133.20.00 for this work.

Original Contract:	\$ 1,871,362.80
Change Order #1	\$ 24,081.46
Change Order #2	\$ 23,982.55
Change Order #3	\$ 11,945.13
Change Order #4	\$ 7,133.20
Total Contract:	\$ 1,938,505.14

Recommended Motion:

Approve Change Order #4 in the amount of \$7,133.20 for Improvement District No. BR-24-F1.

RJL/klb
Attachment



MASTER CONSTRUCTION

BOX 788 • FARGO, ND 58107 • (701) 237-4950 • FAX (701) 237-5027

Change Order Submitted to: City of Fargo - Engineering		Phone 701-730-8664	Date April 29, 2025
Street 225 4th Street N		Job Name BR-24-F1	
City, State, and Zip Code Fargo, ND 58102		Job Location NP and 8th St N	
Contact Rick Larson	Bid Letting Date:		Job Phone

We hereby submit quote for the following Scope of Work:

Instal White on Red Bus Pavement Markings

Invoice - NorthStar	1.00	LS	4,633.20	Includes 10% Markup	4,633.20
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We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Four Thousand Six Hundred Thirty Three Dollars and 20/100s

\$ 4,633.20



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-F1

**NORTHERN PACIFIC AVE N FROM 8TH ST TO 170' E OF 8TH ST N; 8TH ST N FROM
BNSF RR TRACKS TO 100' N OF NORTHERN PACIFIC AVE N.**

Change Order No	4	Change Order Date	4/30/2025
Contractor	Master Construction Co Inc		

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

EXPLANATION OF CHANGE Change Order # 4

Change Order #4

1. Due to a slight field grade change in the sidewalk by the Fire Station, the fire hydrant ended up being too low with the bottom flange bolts ending up in the concrete. The Contractor was directed to add a 6" hydrant extension to correct this issue. The total contract price adjustment for this work is \$2,500.00.
2. The Contractor was directed to install 2 bus stop painted messages in the bus lane on NP Avenue. The total contract adjustment for this work is \$4,633.20.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 4	15	F&I Hydrant Ext. 6" High	EA	0		0	1	1	\$2,500.00	\$2,500.00
	16	Paint Epoxy Message	SF	0		0	1	1	\$4,633.20	\$4,633.20
Change Order 4 Sub Total										\$7,133.20

Summary

Source Of Funding	Special Assessments, State Funds-Prairie Dog
Net Amount Change Order # 4 (\$)	\$7,133.20
Previous Change Orders (\$)	\$60,009.14
Original Contract Amount (\$)	\$1,871,362.80
Total Contract Amount (\$)	\$1,938,505.14

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

APPROVED

For Contractor

Title


Master Construction Co. Inc.
Controller

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(13)

Improvement District No. UR-24-F1

Type: Change Order #1

Location: 20th Ave N – 25th Ave N, 3rd St - Bdwy

Date of Hearing: 5/5/2025

Routing

Date

City Commission

5/12/2025

PWPEC File

X

Project File

Shane Geraghty

The Committee reviewed a communication from Project Manager, Shane Geraghty, regarding Change Order #1 in the amount of \$30,721.76 for additional work.

Staff is seeking approval of Change Order #1 in the amount of \$30,721.76, which increases the total contract to \$1,850,059.07 to Municipal Pipe Tool Company.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #1 to Municipal Pipe Tool Company.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$30,721.76, bringing the total contract amount to \$1,850,059.07 to Municipal Pipe Tool Company.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW Utility Funds, Prairie Dog Funds & Special Assessments

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

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

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Shane Geraghty P.E., Project Manager
Date: May 5, 2025
Re: Improvement District No. UR-24-F1 – Change Order #1

Background:

Improvement District No. UR-24-F1 is for the lining of the sanitary sewer main and sanitary sewer services on from 20th Avenue North to 25th Avenue North between 3rd Street and Broadway.

Municipal Pipe Tool is the Prime Contractor on this project.

I am writing to seek approval for the attached Change Order #1, which details additional work performed by the Contractor due to the City's request and a cost saving revision requested by the Contractor. The total amount for this change order is \$30,721.76.

Details of the Additional Work:

1. Municipal Pipe Tool has proposed using thermal couplers at the manholes as an alternative method to Vericure for monitoring curing temperatures of the 8" and 10" sanitary sewer mains. We believe, due to the small pipe sizes, this is an acceptable alternative. This change will reduce the cost by \$1.20 per linear foot for a total savings of (\$13,410).
2. The existing storm sewer pipe to collect the Water Tower #4 overflow is failing and needs to be repaired. The existing pipe has many private utility conflicts that would make it difficult to excavate making it a good candidate for lining. Municipal pipe will line the existing 15" RCP pipe at a cost of \$16,374.96.
3. The existing 12" sanitary sewer main at the northeast quadrant of 52nd Avenue South and University Drive has failed under storm sewer lift station pipe crossing. There would be a lot of challenges in excavating this pipe due to the depth of pipe and proximity of this repair in relations to the lift station. Therefore, this pipe is a good candidate for lining. Municipal Pipe will complete this repair for \$27,756.80.

Recommended Motion:

Approval of Change Order #1 in the amount of \$30,721.76 for the additional work performed by the Contractor.

STG/klb
Attachments

CONTRACT CHANGE ORDER

Owner: CITY OF FARGO
Project: UR-24-F1 SANITARY SEWER LINING
Location: FARGO, ND
City Project No.:

Change Order No.: 1

Date: April 1, 2025

Contractor: Municipal Pipe Tool Co. LLC
PO Box 398
Hudson, IA 50643

You are hereby requested to comply with the following changes from the contract plans and specifications:

Justification:

Remove Veracure continuous length from project and add thermo wire measurements on the ends of pipe being lined and middle manholes. Thermo coupler temp monitor wires will be placed between the liner and the host pipes where pipe comes into manhole to monitor the temperature during cure and ensure proper curing of the liner. The temperature of the interface wire will be monitored by a thermo reader above ground.

Item No.	Qty	Description	Unit	Unit Price	Ext Price
1	-5744	Wire for 8"	LF	\$ 1.20	(6,892.80)
2	-5431	Wire for 10"	LF	\$ 1.20	(6,517.20)
3					-
4					-
5					-
6					-
2					-
3					-
					-

Change Order \$ (13,410.00)

The Contract Period provided for completion **increase** by days: 8

This document will become a supplement to the contract and all provisions will apply hereto.

Requested:

Contractor: Municipal Pipe Tool Co. LLC

Sharon Waschkat

Title: COO

Date: April 1, 2025

Accepted:

Owner:

Title: _____

Date: _____

CONTRACT CHANGE ORDER

Owner: CITY OF FARGO
Project: UR-24-F1 SANITARY SEWER LINING
Location: FARGO, ND
City Project No.:

Change Order No.: 2
Date: April 24, 2025

Contractor: Municipal Pipe Tool Co. LLC
PO Box 398
Hudson, IA 50643

You are hereby requested to comply with the following changes from the contract plans and specifications:

Justification:

Request to add on 36" of 15" MH0002608-MH0002607. Cleaning the mud out of the line. Request to add on 320' of 12" by University and 52nd Ave. Cleaning and tv will determine with a robotic cutter if the pipe collapse at 131' is moveable. If it is we will attempt to line. We need to close a lane on 52nd where the manhole is.

Item No.	Qty	Description	Unit	Unit Price	Ext Price
1	5	Cleaning Mud out of the 15" line	HR	\$ 775.00	3,875.00
2	1	CIPP 15" X 32'	LS	\$ 12,500.00	12,500.00
3	5	Cleaning and tv of 12"	HR	\$ 775.00	3,875.00
4	1	CIPP SPOT REPAIR if needed	EA	\$ 6,500.00	6,500.00
5	1	Lane closure on 52nd	LS	\$ 6,500.00	6,500.00
6	320	CIPP 12"	LF	\$ 34.00	10,880.00
First location. Water tower #4 overflow pipe. Total \$16,375.					
Second location. Sanitary sewer next to storm lift station #44. Total \$27,755.					

Change Order \$ 44,130.00

The Contract Period provided for completion **increase** by days: 30

This document will become a supplement to the contract and all provisions will apply hereto.

Requested:

Contractor: Municipal Pipe Tool Co. LLC

Sharon Waschkat

Title: COO

Date: April 24, 2025

Accepted:

Owner:

Title:

Date:



CHANGE ORDER REPORT
SANITARY SEWER LINING
IMPROVEMENT DISTRICT NO. UR-24-F1
20TH AVE N THROUGH 25TH AVE N, BROADWAY THROUGH 2ND ST N

Change Order No 1 **Change Order Date** 4/22/2025
Contractor Municipal Pipe Tool Company

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

EXPLANATION OF CHANGE Change Order # 1

1. Municipal Pipe Tool has proposed using thermal couplers at the manholes as an alternative method to Vericure to monitor curing temperatures of the 8" and 10" sanitary sewer mains. We believe, due to the small pipe sizes, this is an acceptable alternative. This change will reduce the cost by \$1.20 per linear foot for a total savings of \$13,410.
2. The existing storm sewer pipe to collect the Water Tower #4 overflow is failing and needs to be repaired. The existing pipe has many private utility conflicts that would make it difficult to excavate making it a good candidate for lining. Municipal pipe will line the existing 15" RCP pipe at a cost of \$16,374.96.
3. The existing 12" sanitary sewer main at the northeast quadrant of 52nd Avenue South and University Drive has failed under storm sewer lift station pipe crossing. There would be a lot of challenges in excavating this pipe due to the depth of pipe and proximity of this repair in relations to the lift station. Therefore, this pipe is a good candidate for lining. Municipal Pipe will complete this repair for \$27,756.80.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	8	F&I Pipe Liner 8" Dia 6 mm CIPP	LF	5744		5744	-5744	0	\$38.50	-\$221,144.00
	9	F&I Pipe Liner 10" Dia 6 mm CIPP	LF	5431		5431	-5431	0	\$43.76	-\$237,660.56
Sanitary Sewer Sub Total										-\$458,804.56
Change Order 1	10	Repair Pipe 15" Dia	EA	0		0	36	36	\$454.86	\$16,374.96
	11	F&I Pipe Liner 8" Dia 6 mm CIPP	LF	0		0	5744	5744	\$37.30	\$214,251.20
	12	F&I Pipe Liner 10" Dia 6 mm CIPP	LF	0		0	5431	5431	\$42.56	\$231,143.36

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	13	F&I Pipe Liner 12" Dia Gravity CIPP	LF	0		0	320	320	\$86.74	\$27,756.80

Summary

Source Of Funding

Special Assessments, Prairie Dog Bucket 2, Wastewater Utility Fund

Net Amount Change Order # 1 (\$)

\$30,721.76

Previous Change Orders (\$)

\$0.00

Original Contract Amount (\$)

\$1,819,337.31

Total Contract Amount (\$)

\$1,850,059.07

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

APPROVED

For Contractor

Title

Sharon Waschkat

Sharon Waschkat

COO

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

14

Requesting: CONSULTING ENGINEERING SERVICES

Improvement District No. BR-28-E0

Location: 1st Avenue N – 2nd Street to University Drive

Date of Hearing: 4/4/2025

Requested Services: Project Management, Environmental Document and Traffic Ops Report for 1st Avenue North

<u>Routing</u>	<u>Date</u>
City Commission	5/12/2025
Consultant File	X
Project File	X
Petitioners	
Selection Committee	X

Proposals were received from the following Consultants for this project:

SRF Consulting
WSB, LLC
HDR Engineering, Inc.
Bolton & Menk
KLJ Engineering w/ Houston Eng
Moore Engineering, Inc.
Apex Engineering Group

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

<u>Selection Criteria</u>	<u>Points</u>
Project understanding, issues and approach	30
Past Performance on other local projects	20
Expertise/Ability of staff assigned to project	25
Experience with Similar Projects	10
Recent, current and projected workloads of firm	5
	90

RECOMMENDED MOTION


Concur with the Consultant Selection Committee and recommend contract award for Consulting Services to WSB, LLC in the amount of \$750,659 for Improvement District No. BR-28-E0 with the funding source to be Special Assessments, Utility Funds, and Sales Tax Funds.

PROJECT FINANCING INFORMATION:

Following review of the proposals and completion of interviews, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected WSB, LLC as the preferred consultant for Improvement District No. BR-28-E0, in the amount of \$750,659.

COMMITTEE

	Present	Yes	No	Unanimous
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nathan Boerboom, Assistant City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Jeremy Gorden, Division Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mason Leonard, Division Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Shane Geraghty, Civil Engineer II	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Eric Hodgson, Civil Engineer II	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	


Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

Attachment

Cody Christianson (Bolton & Menk)
Scott Middaugh (KLJ Engineering)
Matt Kinsella (Apex Engineering Group)
Brandon Oye (Moore Engineering, Inc.)
Jen Hanley (HDR Engineering, Inc.)
Travis Wieber (WSB, LLC)
Eric Laidley (SRF Consulting)

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made and entered on this 12th day of May, 2025 between the CITY OF FARGO, North Dakota, ("City") and WSB, LLC ("Consultant") for services to be provided to City in furtherance of its development of Improvement District No. BR-28-E0.

1. **Scope of Work.** Consultant shall perform in a competent and professional manner the Scope of Work included in the Request for Proposals for Engineering Services located in the Engineering Department, City of Fargo, for Improvement District No. BR-28-E0 and in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. The parties anticipate that all work pursuant to this Agreement shall follow the timeframe laid out with the Request for Proposals. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a contract amendment setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Consultant for all work performed. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in

accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.
8. **Ownership of Documents.** Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or developed in the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against (except in the case of professional liability claims), any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City,

agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

11. **Professional Liability Insurance.** Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a “claims made” basis and in the amount of at least \$1,000,000.
12. **Workers Compensation Insurance.** Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee
13. **General Liability Insurance.** Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 10 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
\$2,000,000	Aggregate
14. **Automobile Insurance.** Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
-------------	----------------
15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.
16. **Consequential Damages.** North Dakota law governs claims for consequential damages.
17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any document referenced herein constitute the entire

understanding of the parties relating to the provision of services by Consultant to City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.
19. **Statute of Limitations.** Causes of action arising out of Consultant's services shall be governed by the applicable statute of limitations.
20. **Dispute Resolution.** Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions,

earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:
City Auditor
City of Fargo
225 4th Street North
Fargo, North Dakota 58102

Consultant:

WSB, LLC
701 Xenia Avenue S, Suite 300
Minneapolis, MN 55416

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

Steve Sprague

By: _____
Dr. Timothy J. Mahoney

Title: Auditor

Title: Mayor

Date: _____

Date: _____

WITNESSED BY:

Consultant:

WSB, LLC


Jessica Karls, PE

By: 
Travis Wieber, PE

Title: Vice President - Transportation

Date: 5/5/25

Exhibit A

Scope of Work
&
Fee

WSB-Scope of Work

BR-28-E0 – 1st Avenue North Street Reconstruction Project City of Fargo

1. Project Management

WSB will provide ongoing project management and coordination services throughout the duration of the project. This includes regular team coordination, stakeholder communication, schedule and scope management, and biweekly reporting to maintain alignment with the City of Fargo and NDDOT expectations.

1.1 Project Coordination and Administration

WSB will lead day-to-day coordination with the City of Fargo, NDDOT, and other project stakeholders. Administrative responsibilities include internal team management, task tracking, budget oversight, documentation control, and maintaining the master project schedule.

WSB will establish and maintain a Microsoft Teams site dedicated to the project. The site will serve as a central hub for file sharing, document storage, meeting agendas, and communication between the City of Fargo and the WSB team. Permissions and folder structure will be set up to ensure easy access and organized collaboration throughout the duration of the project.

1.2 Project Meetings

WSB will facilitate and participate in a comprehensive meeting structure to maintain communication and decision-making throughout the project. This includes:

- **Kickoff Meeting:** One in-person meeting to review project scope, schedule, communication protocols, and deliverables.
- **Project Team Meetings:** Weekly virtual meetings (100 total assumed) to coordinate design tasks, respond to questions, and monitor progress.
- **Project Review Committee Meetings:** Bi-weekly check-ins (45 meetings assumed) with City and agency leadership to confirm direction, address high-level decisions, and review project milestones.

Meeting agendas, summaries, and action items will be tracked and shared to ensure clarity and accountability..

1.3 Additional Project Team Coordination

In addition to regularly scheduled meetings and progress reporting, WSB will provide ongoing coordination with the City of Fargo project team as needed to support timely

decision-making and efficient project development. This includes ad-hoc check-ins, phone calls, and email coordination to address questions, resolve design issues, and maintain alignment between City-led and WSB-led work. These efforts are intended to supplement, not replace, formal project meetings.

1.4 Progress Reporting

WSB will prepare and submit biweekly progress reports (50 total assumed) summarizing recent accomplishments, upcoming tasks, schedule status, and potential issues. Reports will be submitted in a format approved by the City and NDDOT.

Key Deliverables:

- Meeting agendas, summaries, and action logs
- Master project schedule and updates
- Biweekly progress reports (50 total)
- Ongoing project administration and coordination

2. Public Involvement

WSB will lead a robust and multi-tiered public involvement process designed to engage a wide range of corridor users, property owners, agencies, and special interest groups. All engagement will be coordinated with the City of Fargo and follow best practices for inclusive and transparent public input.

2.1 Public Involvement Plan (PIP)

WSB will prepare a Public Involvement Plan outlining the engagement goals, key audiences, outreach methods, meeting types, communication tools, and documentation approach. The plan will also define roles and responsibilities for WSB, City staff, and agency partners.

2.2 Public Open Houses

WSB will facilitate up to three (3) public open houses, held at Fargo City Hall. A virtual participation option will be offered for each. These meetings will be scheduled at key milestones and structured to share project updates, solicit feedback, and promote community dialogue.

2.3 Pop-Up Engagement Events

Up to four (4) informal pop-up engagement events will be held at community hubs such as transit centers, events, or downtown spaces. These will be designed for on-the-go interaction, reaching participants who may not attend formal meetings.

These are tentatively planned to be held at:

- Ribfest
- Downtown Street Fair
- Red River Valley Fair
- An event and location to be determined

- 2.4 Business and Property Owner Meetings
WSB will conduct one-on-one or small group meetings with impacted businesses and property owners throughout the corridor. An average of three (3) meetings per location across 50 locations is assumed, focusing on design, access, and construction coordination.
- 2.5 City Council Meetings/Workshops
WSB will support three meetings with Fargo City Council to provide project updates, present findings, and support decision-making. This includes preparation of visuals and attendance to assist staff.
- 2.6 Visualizations and Graphics
WSB will develop graphics to clearly communicate design alternatives and project impacts. This includes corridor renderings, maps, phasing illustrations, and simplified visuals for public display and media use.
- 2.7 Meetings with Special Interest Groups
Up to 10 meetings will be held with stakeholder groups such as disability advocates, neighborhood groups, or bicycle/pedestrian organizations. These meetings will address topics specific to each group's interests and concerns.

Key Deliverables:

- Public Involvement Plan (PIP)
- Meeting plans, agendas, and summary notes for all public meetings
- Boards, handouts, and digital materials for open houses and pop-ups
- Business contact log and recurring themes summary
- City Council presentation materials and talking points
- Up to 5 high-quality corridor renderings and supporting graphics
- Special interest group meeting summaries

3. Environmental Documentation

WSB will prepare a Documented Categorical Exclusion (DCE) in accordance with Chapter II-02 of the NDDOT Design Manual. The scope of environmental work includes the following subtasks:

- 3.1 Project Scoping and Initial Review
WSB will initiate environmental scoping early in the project, working with the City of Fargo, NDDOT, and FHWA as appropriate to confirm the appropriate NEPA class of action. WSB will coordinate with the City to gather pertinent project background, identify any known constraints, and outline the anticipated project footprint and activities.
- 3.2 Solicitation of Views (SOV)
WSB will prepare and distribute all required SOV letters to federal, state, local, and tribal agencies. This includes preparing the project description, activity map, and attachments

as required by NDDOT. WSB will manage responses and incorporate agency feedback into the environmental documentation. Historic property coordination will begin early through SHPO solicitation.

3.3 Environmental Resources Review

WSB will evaluate potential impacts to the following resource categories, in accordance with current NDDOT procedures and applicable federal regulations:

- **Historic and Cultural Resources:** The corridor is anticipated to have historic properties. WSB will coordinate early with SHPO and NDDOT to define Area of Potential Effect (APE), conduct field investigations, and prepare required documentation (e.g., Class III inventory or determination of effect).
- **Section 106:** All findings and consultation documentation will be prepared for inclusion in the DCE.
- **Section 4(f):** No Section 4(f) impacts are anticipated. If applicable, WSB will prepare documentation to support a 4(f) determination or exception as part of a future amendment.
- **Wetlands and Water Resources:** WSB will identify and map wetlands, coordinate with the U.S. Army Corps of Engineers as needed, and incorporate findings into the environmental review.
- **Endangered Species Act (ESA):** WSB will complete the NDDOT Affect Determination Table. If required, a Biological Assessment or additional ESA coordination will be conducted.
- **Farmland Impacts:** If the project disturbs more than 10 acres per mile, WSB will coordinate with NRCS and complete the Farmland Impact Rating Form.
- **Hazardous Materials:** WSB will complete a Phase I Environmental Site Assessment in accordance with **ASTM E1527-21** standards and NDDOT expectations. The assessment will include a review of historical land use records, regulatory database searches, site reconnaissance, and interviews with available property owners or public officials. The purpose of the Phase I ESA is to identify Recognized Environmental Conditions (RECs) within the project corridor, particularly in areas of proposed right-of-way acquisition, excavation, or utility work. WSB will summarize key findings in the NEPA document and provide the full Phase I ESA report as an appendix to the environmental submittal.

3.4 Environmental Document Preparation

WSB will prepare the draft and final DCE using NDDOT templates and in coordination with the Technical Support Contact. Revisions will be addressed following NEPA Liaison and agency comments. WSB will ensure the DCE is signed and submitted in accordance with the CatEx workflow and NDDOT documentation protocols.

3.5 Public Coordination Support

Although public engagement is handled under a separate task, WSB will provide support for integrating relevant environmental findings into public-facing materials and responses as needed.

Key Deliverables:

- Draft and Final DCE
- Copies of all SOV letters and responses
- SHPO and other agency correspondence
- Section 106 and Section 4(f) documentation
- Phase I ESA report
- ESA Affect Determination Table and correspondence
- Technical memos for wetlands, farmland, and other resources as applicable

4. Traffic Operations Analysis

WSB will complete a corridor-wide traffic operations analysis in accordance with the NDDOT Traffic Operations Manual. The study will evaluate existing and forecasted conditions at signalized intersections along 1st Avenue North and inform decisions on traffic control, turn lane requirements, multimodal safety improvements, and corridor configuration.

4.1 Data Collection and Processing

The following signalized intersections will be analyzed:

- University Drive
- 10th Street
- Roberts Street
- 8th Street
- Broadway
- 5th Street
- 4th Street
- 3rd Street
- 2nd Street (outside of construction limits but included for operational continuity)

13-hour video data will be collected at each study intersection. WSB will use GoodVision software to extract:

- Vehicle turning movements
- Pedestrian and bicycle volumes
- Queue lengths and lane utilization
- Conflict zone observations (optional visual screening)

AM, midday, and PM peak hours will be identified, and turning movement volumes summarized for operations and capacity modeling.

4.2 Existing Conditions Analysis

Using NDDOT methodology, WSB will document:

- Existing traffic control and signal operations (including phasing and coordination)
- Intersection geometry and turn lane usage
- Level of service (LOS), control delay, and queue analysis (Synchro/SimTraffic or similar)
- Pedestrian and bicycle LOS where applicable
- Conflict points, intersection spacing, and known sight distance issues

4.3 Crash and Safety Review

WSB will obtain 5 years of crash data from NDDOT and evaluate:

- Crash types, trends, and contributing factors
- Severity summary (KABCO scale) and EPDO ranking if applicable
- Pedestrian or bicycle-involved crashes
- Crash diagrams and crash modification considerations
- Identification of candidate locations for safety countermeasures

4.4 Traffic Forecasting

WSB will coordinate with NDDOT and the City of Fargo to identify appropriate traffic growth rates and develop 2045 traffic forecasts. Forecasts will include:

- Intersection turning movements (vehicles, bikes, pedestrians)
- No-build and build conditions
- Consideration of planned land use or network changes

4.5 Signal Warrant Evaluation

WSB will conduct a signal warrant analysis per MUTCD guidance using NDDOT Form SFN 7924. The analysis will be based on existing or forecasted traffic volumes and consider pedestrian and crash warrants where applicable.

4.6 Parking Assessment

A high-level evaluation of on-street parking supply and design alternatives will be included. This will assess:

- Current parking by block face
- Parking impacts under proposed design alternatives
- Business and access considerations

4.7 Future Conditions Analysis

Using future traffic forecasts, WSB will analyze the no build condition and up to three corridor alternatives. This evaluation will follow the guidance outlined in the Traffic Operations Manual. Alternatives will be confirmed by the City of Fargo. Potential options may include:

- A three-lane corridor configuration
- Multi-modal enhancements (i.e., bump outs, pedestrian refuge islands)
- Traffic control changes at strategic locations (i.e., signal removal)

4.8 Traffic Operations Report

WSB will prepare a Traffic Operations Report per NDDOT guidelines. The report will include:

- Documentation of data sources and assumptions
- Existing and forecasted LOS and delay
- Turn lane warrants and storage recommendations
- Signal warrant analysis
- Crash summary and safety observations
- Summary of findings and recommended improvements

Key Deliverables:

- Processed traffic volume data (tabular + graphic formats)
- Crash summary tables, heat maps, and diagrams
- Signal warrant worksheets (SFN 7924)
- Forecasted turning movement tables
- Parking summary figures
- Draft and Final Traffic Operations Report (PDF and editable format)

5. Preliminary Hydraulics

WSB will complete preliminary storm sewer layout and sizing for the 1st Avenue N corridor. Hydrologic and hydraulic design will follow guidance provided in Chapter V – Hydraulic Studies and Drainage Design of the NDDOT Design Manual. The City of Fargo will provide the existing InfoSWMM model, which WSB will use as the basis for storm sewer planning and refinement.

5.1 Initial Sizing and Layout

Using the City's InfoSWMM model, WSB will review existing trunkline capacity, identify deficiencies, and develop an initial storm sewer layout. This will include:

- Identification of trunkline and lead line alignments
- Preliminary inlet locations and types
- Manhole spacing and layout
- Sizing of storm sewer segments based on Rational Method flow estimates

This work will support early-stage corridor design and cost estimation.

5.2 Inlet Spacing and Spread Evaluation

Inlet locations will be refined based on NDDOT and FHWA recommendations, including:

- Placement at sags, intersections, pedestrian crossings, and grade breaks
- Allowable spread widths in accordance with HEC 12 and the NDDOT Urban Drainage Manual (typically half the driving lane plus parking lane)
- Cross-slope and grade considerations for curb and gutter flow

5.3 Pipe Sizing Verification and Adjustments

Once the preliminary roadway design is complete, WSB will verify storm sewer sizing based on updated surface grading and drainage patterns. This will include:

- Final Rational Method flow calculations per catchment
- Inlet flow capacity review and bypass flows
- Review of trunkline slopes, velocities, and cover
- Pipe material and sizing confirmation based on service life, cover, and maintenance access

Adjustments to system layout or individual segment sizes will be made as needed to meet City and NDDOT design standards.

Key Deliverables:

- Storm sewer layout map with preliminary sizing
- Inlet and manhole tables (type, size, location, label)
- Rational Method flow calculations
- Updated pipe sizing and capacity checks following preliminary design
- Summary memo documenting design assumptions, constraints, and decisions

6. iTwin Model Development

WSB will develop and maintain a federated 3D iTwin model for the 1st Avenue N corridor to support design visualization, utility coordination, and stakeholder communication. The model will serve as a central platform for design team collaboration, public engagement, and utility conflict resolution.

6.1 ITwin Development

WSB will build an interactive 3D model using Bentley's iTwin platform. The model will incorporate CAD files provided by the City of Fargo and will include existing surface features, roadway geometry, curb and gutter, sidewalks, boulevards, known utilities, and the proposed storm sewer system. The model will be updated at key milestones and used throughout the project for internal design reviews and external engagement.

6.2 Utility Clash Detection

WSB will incorporate Subsurface Utility Engineering (SUE) data provided by the City into the iTwin model and perform utility clash detection. This analysis will identify potential conflicts between the proposed design (including storm sewer) and existing utilities. WSB will document conflicts and coordinate with the design team to support timely resolution.

Key Deliverables:

- Initial iTwin model built from City-provided survey and CAD files
- Integration of proposed storm sewer network and utility infrastructure
- Updated iTwin model at key milestones (e.g., preliminary, 60%, 90%)
- Shareable web-based iTwin model links for stakeholder and public access
- Utility clash detection reports with annotated screenshots
- Conflict tracking log for design team coordination



May 7, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-25-B3

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 7, 2025, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-25-B3, located as follows: 9th Avenue South from 5th Street to 8th Street, 6th Street South from 9th Avenue to 10th Avenue, 7th Street South from 9th Avenue to 10th Avenue.

The bids were as follows:

KPH, Inc.	\$2,199,412.02
Border States Paving Inc	\$2,242,355.97
Dakota Underground Co Inc	\$2,287,178.19
Northern Improvement Co	\$2,346,714.42
J.R. Ferche Inc	\$3,994,782.25

Engineers Estimate	\$2,337,417.20
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Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to KPH, Inc. in the amount of \$2,199,412.02 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



Engineer's Statement Of Cost
Improvement District # BR-25-B3
Paving And Utility Rehab/Reconstruction

9th Avenue South from 5th Street to 8th Street, 6th Street South
from 9th Avenue to 10th Avenue, 7th Street South from 9th
Avenue to 10th Avenue.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-25-B3 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	F&I Manhole 4' Dia Reinf Conc	EA	2.00	8,000.00	16,000.00
2	Remove Manhole	EA	3.00	750.00	2,250.00
3	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,077.00	0.01	10.77
4	Clean Pipe All Sizes All Types	LF	1,077.00	3.00	3,231.00
5	Connect Pipe to Exist Pipe	EA	7.00	2,500.00	17,500.00
6	Bore Pipe SDR 26 - 6" Dia PVC	LF	100.00	100.00	10,000.00
7	Remove Pipe All Sizes All Types	LF	1,095.00	0.01	10.95
8	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	726.00	140.00	101,640.00
9	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	10.00	425.00	4,250.00
10	F&I Pipe w/GB SDR 26 - 18" Dia PVC	LF	5.00	425.00	2,125.00
11	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	1,052.00	285.00	299,820.00
12	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	10.00	425.00	4,250.00
13	Connect Sewer Service	EA	29.00	2,100.00	60,900.00
14	Eliminate Sewer Service	EA	1.00	1,000.00	1,000.00
Sanitary Sewer Total					522,987.72
Water Main					
15	F&I Controlled Density Fill	CY	2.00	1,100.00	2,200.00
16	F&I Fittings C153 Ductile Iron	LB	1,510.00	14.50	21,895.00
17	F&I Hydrant	EA	2.00	10,000.00	20,000.00
18	Connect Pipe to Exist Pipe	EA	5.00	2,500.00	12,500.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Remove Pipe All Sizes All Types	LF	138.00	25.00	3,450.00
20	Remove Pipe Asbestos Cement	LF	25.00	60.00	1,500.00
21	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	66.00	115.00	7,590.00
22	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,375.00	125.00	171,875.00
23	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	370.00	155.00	57,350.00
24	F&I Tapping Sleeve & Valve 18"x8"	EA	1.00	12,400.00	12,400.00
25	F&I Gate Valve 6" Dia	EA	4.00	3,150.00	12,600.00
26	F&I Gate Valve 8" Dia	EA	4.00	6,700.00	26,800.00
27	F&I Gate Valve 12" Dia	EA	2.00	7,500.00	15,000.00
28	Bore Pipe 1" Dia Water Service	LF	50.00	100.00	5,000.00
29	F&I Pipe w/GB 1" Dia Water Service	LF	773.00	75.00	57,975.00
30	Rem & Repl CS & Box 1" Dia	EA	29.00	1,150.00	33,350.00
31	Connect Water Service	EA	29.00	1,150.00	33,350.00
32	Eliminate Water Service	EA	1.00	1,000.00	1,000.00
33	Furnish Temp Water Svc	LS	1.00	27,000.00	27,000.00
Water Main Total					522,835.00
Storm Sewer					
34	Repair Manhole Floor & Invert	EA	1.00	2,000.00	2,000.00
35	F&I Manhole 4' Dia Reinf Conc	EA	3.00	4,650.00	13,950.00
36	F&I Manhole 5' Dia Reinf Conc	EA	2.00	10,250.00	20,500.00
37	Remove Manhole	EA	4.00	750.00	3,000.00
38	F&I Inlet - Single Box (SBI) Reinf Conc	EA	12.00	3,600.00	43,200.00
39	Remove Inlet	EA	12.00	750.00	9,000.00
40	Connect Pipe to Exist Pipe	EA	9.00	2,500.00	22,500.00
41	Remove Pipe All Sizes All Types	LF	447.00	30.00	13,410.00
42	F&I Pipe w/GB 15" Dia	LF	343.00	105.00	36,015.00
43	F&I Pipe w/GB 24" Dia	LF	34.00	125.00	4,250.00
44	F&I Pipe w/GB 21" Dia Reinf Conc	LF	30.00	165.00	4,950.00
45	F&I Pipe w/GB 24" Dia Reinf Conc	LF	50.00	175.00	8,750.00
46	F&I Pipe w/GB 36" Dia Reinf Conc	LF	10.00	280.00	2,800.00
47	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,225.00	1,225.00
Storm Sewer Total					185,550.00
Paving					
48	Remove Pavement All Thicknesses All Types	SY	5,394.00	20.00	107,880.00
49	F&I Casting Water Service	EA	2.00	400.00	800.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
3	Subgrade Preparation	SY	6,544.00	4.00	26,176.00
1	F&I Woven Geotextile	SY	6,544.00	3.00	19,632.00
2	F&I Class 5 Agg - 8" Thick	SY	6,544.00	15.00	98,160.00
3	F&I Edge Drain 4" Dia PVC	LF	3,191.00	7.50	23,932.50
4	F&I Curb & Gutter Standard (Type II)	LF	3,191.00	33.00	105,303.00
5	Remove Curb & Gutter	LF	3,198.00	10.00	31,980.00
6	F&I Sidewalk 4" Thick Reinf Conc	SY	1,492.00	90.00	134,280.00
7	F&I Sidewalk 6" Thick Reinf Conc	SY	57.00	110.00	6,270.00
8	Remove Sidewalk All Thicknesses All Types	SY	1,532.00	9.00	13,788.00
9	F&I Driveway 6" Thick Reinf Conc	SY	632.00	110.00	69,520.00
10	Remove Driveway All Thicknesses All Types	SY	582.00	13.00	7,566.00
11	F&I Det Wam Panels Cast Iron	SF	128.00	65.00	8,320.00
12	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,332.00	90.00	209,880.00
13	Rem & Repl Casting - Self Leveling	EA	2.00	2,000.00	4,000.00
14	Casting to Grade - no Conc	EA	9.00	350.00	3,150.00
15	GV Box to Grade - Blvd	EA	4.00	200.00	800.00
16	GV Box to Grade - no Conc	EA	7.00	200.00	1,400.00
17	Traffic Control - Type 1	LS	1.00	25,000.00	25,000.00
Paving Total					897,837.50

Signing

18	Construction Signing	SF	16.00	37.00	592.00
19	F&I Sign Assembly	EA	10.00	75.00	750.00
20	F&I Sign Assembly & Anchor	EA	21.00	220.00	4,620.00
21	F&I Diamond Grade Cubed	SF	87.40	12.00	1,048.80
22	F&I High Intensity Prismatic	SF	53.00	10.00	530.00
Signing Total					7,540.80

Landscaping

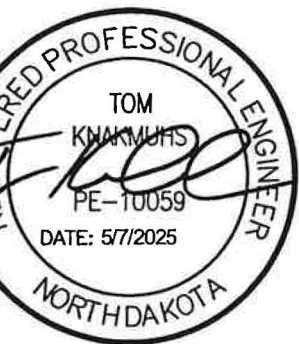
23	Mulching Type 1 Hydro	SY	5,540.00	2.00	11,080.00
24	Seeding Type C	SY	5,540.00	2.50	13,850.00
25	Weed Control Type B	SY	5,540.00	0.15	831.00
26	Remove Landscaping	LS	1.00	1,300.00	1,300.00
27	Tree Protection	EA	63.00	100.00	6,300.00
28	Irrigation Repair	EA	10.00	925.00	9,250.00
Landscaping Total					42,611.00

Erosion Control

Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Stormwater Management	LS	1.00	5,000.00	5,000.00
Temp Construction Entrance	EA	2.00	2,800.00	5,600.00
Inlet Protection - New Inlet	EA	12.00	315.00	3,780.00
Inlet Protection - Existing Inlet	EA	18.00	315.00	5,670.00
Erosion Control Total				20,050.00
Total Construction in \$				2,199,412.02

Engineering	10.00%	219,941.20
Admin	4.00%	87,976.48
Legal	3.00%	65,982.36
Interest	4.00%	87,976.48
Contingency	5.00%	109,970.61
Total Estimated Costs		2,771,259.15
Special Assessments		423,848.03
Utility Funds - Water - 501		847,817.00
Utility Funds - Wastewater - 521		955,668.00
Utility Funds - Stormwater - 524		116,896.50
Sales Tax Funds - Infrastructure - 420		417,528.22
Utility Funds - Street Lights - 528		9,501.40
Unfunded Costs		0.00

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

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-25-B
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-B (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 12th day of May, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 12th day of May, 2025.

Steven Sprague
City Auditor

(SEAL)



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Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

May 7, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PN-25-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 7, 2025, for Asphalt Wear Course, Improvement District No. PN-25-A1, located as follows: Various Locations in the City of Fargo.

The bids were as follows:

FM Asphalt LLC	\$1,897,626.93
Border States Paving Inc	\$1,967,634.50
Northern Improvement Co	\$2,040,330.55
Central Specialties, Inc	\$2,391,781.50
Engineers Estimate	\$2,220,443.25

Private financial security is not needed.

One protest was received amounting to less than .01% of the Improvement District.

This office recommends award of the contract to FM Asphalt LLC. in the amount of \$1,897,626.93 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



Engineer's Statement Of Cost
Improvement District # PN-25-A1
Asphalt Wear Course

Various Locations in the City of Fargo

HEREAS, 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 Wear Course Improvement District # PN-25-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
SECTION 1					
1	Repair Inlet	EA	2.00	515.00	1,030.00
2	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	17.00	17,000.00
3	Rem & Repl Curb & Gutter	LF	500.00	70.00	35,000.00
4	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.20	4,200.00
5	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25.00	115.00	2,875.00
6	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,800.00	75.00	135,000.00
7	Casting to Grade - no Conc	EA	14.00	265.00	3,710.00
8	GV Box to Grade - no Conc	EA	1.00	235.00	235.00
9	Mill / Grind Asphalt Pvmnt Along Curb	LF	7,708.00	1.65	12,718.20
10	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	400.00	5.00	2,000.00
11	Sodding	SY	50.00	78.00	3,900.00
12	Traffic Control - Type 1	LS	1.00	350.00	350.00
SECTION 1 Total					218,018.20
SECTION 2					
13	Repair Inlet	EA	1.00	515.00	515.00
14	Adjust Curb & Gutter - Mud/Sand Jack	LF	200.00	17.00	3,400.00
15	Rem & Repl Curb & Gutter	LF	200.00	70.00	14,000.00
16	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	600.00	79.00	47,400.00
17	Casting to Grade - no Conc	EA	5.00	265.00	1,325.00
18	GV Box to Grade - no Conc	EA	1.00	235.00	235.00
19	Mill / Grind Asphalt Pvmnt Along Curb	LF	1,640.00	2.75	4,510.00
20	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	150.00	5.00	750.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
21	Sodding	SY	25.00	78.00	1,950.00
22	F&I Grooved Thermoplastic Pavement Marking Message	SF	195.00	82.00	15,990.00
23	Paint Epoxy Line 4" Wide	LF	2,329.00	10.50	24,454.50
24	Paint Epoxy Line 8" Wide	LF	100.00	12.35	1,235.00
25	Paint Epoxy Line 16" Wide	LF	17.00	37.00	629.00
26	Paint Epoxy Line 24" Wide	LF	70.00	46.00	3,220.00
27	Paint Epoxy Message	SF	32.00	37.00	1,184.00
28	Traffic Control - Type 1	LS	1.00	700.00	700.00
SECTION 2 Total					121,497.50
SECTION 3					
29	Repair Inlet	EA	2.00	515.00	1,030.00
30	Adjust Curb & Gutter - Mud/Sand Jack	LF	800.00	17.00	13,600.00
31	Rem & Repl Curb & Gutter	LF	1,000.00	70.00	70,000.00
32	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	110.00	1,100.00
33	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.20	4,200.00
34	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	110.00	5,500.00
35	F&I Det Warn Panels Cast Iron	SF	8.00	62.00	496.00
36	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,600.00	74.50	268,200.00
37	Casting to Grade - no Conc	EA	34.00	265.00	9,010.00
38	GV Box to Grade - no Conc	EA	15.00	235.00	3,525.00
39	Mill / Grind Asphalt Pvmnt Along Curb	LF	16,357.00	1.65	26,989.05
40	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	500.00	5.00	2,500.00
41	Sodding	SY	125.00	67.00	8,375.00
42	Paint Epoxy Line 4" Wide	LF	6,989.00	4.10	28,654.90
43	Paint Epoxy Line 24" Wide	LF	72.00	46.00	3,312.00
44	Paint Epoxy Message	SF	292.50	37.00	10,822.50
45	Traffic Control - Type 1	LS	1.00	1,050.00	1,050.00
SECTION 3 Total					458,364.45
SECTION 4					
46	Repair Inlet	EA	1.00	515.00	515.00
47	Adjust Curb & Gutter - Mud/Sand Jack	LF	400.00	17.00	6,800.00
48	Rem & Repl Curb & Gutter	LF	300.00	70.00	21,000.00
49	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.20	2,100.00
50	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25.00	115.00	2,875.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	700.00	79.00	55,300.00
52	Casting to Grade - no Conc	EA	4.00	265.00	1,060.00
53	GV Box to Grade - no Conc	EA	1.00	235.00	235.00
54	Mill / Grind Asphalt Pvmt Along Curb	LF	2,720.00	2.75	7,480.00
55	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	5.00	500.00
56	Sodding	SY	25.00	78.00	1,950.00
57	Traffic Control - Type 1	LS	1.00	700.00	700.00
SECTION 4 Total					100,515.00

SECTION 5

58	Repair Inlet	EA	6.00	515.00	3,090.00
59	Adjust Curb & Gutter - Mud/Sand Jack	LF	2,000.00	17.00	34,000.00
60	Rem & Repl Curb & Gutter	LF	1,000.00	70.00	70,000.00
61	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	120.00	1,200.00
62	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.20	4,200.00
63	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	125.00	6,250.00
64	F&I Det Wam Panels Cast Iron	SF	8.00	62.00	496.00
65	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	6,300.00	74.00	466,200.00
66	Casting to Grade - no Conc	EA	70.00	265.00	18,550.00
67	GV Box to Grade - no Conc	EA	10.00	235.00	2,350.00
68	Mill / Grind Asphalt Pvmt Along Curb	LF	28,787.50	1.65	47,499.38
69	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	300.00	5.00	1,500.00
70	Sodding	SY	100.00	78.00	7,800.00
71	Paint Epoxy Line 4" Wide	LF	298.00	4.10	1,221.80
72	Paint Epoxy Line 8" Wide	LF	149.00	46.00	6,854.00
73	Paint Epoxy Line 24" Wide	LF	280.00	36.00	10,080.00
74	Paint Epoxy Message	SF	86.00	37.00	3,182.00
75	Traffic Control - Type 1	LS	1.00	1,050.00	1,050.00
SECTION 5 Total					685,523.18

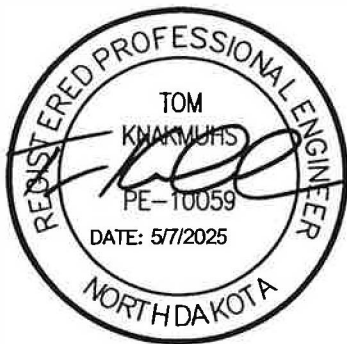
SECTION 6

76	Repair Inlet	EA	4.00	515.00	2,060.00
77	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	17.00	17,000.00
78	Rem & Repl Curb & Gutter	LF	500.00	70.00	35,000.00
79	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	10.00	120.00	1,200.00
80	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.20	4,200.00
81	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	120.00	6,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
82	F&I Det Warn Panels Cast Iron	SF	8.00	62.00	496.00
83	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,800.00	75.00	210,000.00
84	Casting to Grade - no Conc	EA	27.00	265.00	7,155.00
85	GV Box to Grade - no Conc	EA	10.00	80.00	800.00
86	Mill / Grind Asphalt Pvmnt Along Curb	LF	12,144.00	1.65	20,037.60
87	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	400.00	5.00	2,000.00
88	Sodding	SY	50.00	78.00	3,900.00
89	Paint Epoxy Line 24" Wide	LF	60.00	36.00	2,160.00
90	Traffic Control - Type 1	LS	1.00	1,700.00	1,700.00
SECTION 6 Total					313,708.60
Total Construction in \$					1,897,626.93

Engineering	10.00%	189,762.69
Admin	4.00%	75,905.08
Legal	3.00%	56,928.81
Interest	4.00%	75,905.08
Contingency	5.00%	94,881.35
Total Estimated Costs		2,391,009.94
Special Assessments		2,351,450.82
Sales Tax Funds - Infrastructure - 420		39,559.12
Unfunded Costs		0.00

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



Thomas Knakmuhs, P.E.
City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. PN-25-A
ASPHALT WEAR COURSE
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. PN-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 12th day of May, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 12th day of May, 2025.

Steven Sprague
City Auditor

(SEAL)



17

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

May 7, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-25-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 7, 2025, for Concrete Paving Rehab/Reconstruction, Improvement District No. PR-25-F1, located as follows: University Drive North from 19th Avenue North to 32nd Avenue North.

The bids were as follows:

Dakota Underground Co Inc	\$2,689,940.54
Northern Improvement Co	\$2,726,397.47
Engineers Estimate	\$3,389,252.50

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$2,689,940.54 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Improvement District # PR-25-F1
Concrete Paving Rehab/Reconstruction

On University Drive North from 19th Avenue North to 32nd Avenue North.

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:

Concrete Paving Rehab/Reconstruction Improvement District # PR-25-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Storm Sewer					
1	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	5,000.00	5,000.00
2	Connect Pipe to Exist Structure	EA	1.00	3,500.00	3,500.00
3	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	28.00	200.00	5,600.00
Storm Sewer Total					14,100.00
Paving					
4	Mobilization	LS	1.00	362,000.00	362,000.00
5	Temp Fence - Safety	LF	1,000.00	3.50	3,500.00
6	Remove Pavement All Thicknesses All Types	SY	4,290.00	40.00	171,600.00
7	Modify Inlet Type A	EA	3.00	1,000.00	3,000.00
8	Modify Inlet Type B	EA	3.00	1,500.00	4,500.00
9	Topsoil - Import	CY	60.00	45.00	2,700.00
10	Excavation	CY	30.00	25.00	750.00
11	Subgrade Preparation	SY	50.00	10.00	500.00
12	F&I Class 5 Agg - 12" Thick	SY	50.00	36.00	1,800.00
13	Clean & Seal Concrete Joints	LF	67,000.00	2.89	193,630.00
14	F&I Curb & Gutter Mountable (Type I)	LF	125.00	55.00	6,875.00
15	F&I Curb & Gutter Standard (Type II)	LF	2,308.00	55.00	126,940.00
16	Remove Curb & Gutter	LF	2,433.00	14.00	34,062.00
17	Repair Pavement - Partial Depth Conc	SF	500.00	125.00	62,500.00
18	F&I Pavement 9" Thick Doweled Conc	SY	730.00	175.00	127,750.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Pavement 10.5" Thick Doweled Conc	SY	3,560.00	178.00	633,680.00
20	F&I Sidewalk Curb	LF	40.00	60.00	2,400.00
21	F&I Sidewalk 4" Thick Reinf Conc	SY	1,580.00	85.00	134,300.00
22	F&I Sidewalk 6" Thick Reinf Conc	SY	145.00	105.00	15,225.00
23	Remove Sidewalk All Thicknesses All Types	SY	2,200.00	14.00	30,800.00
24	F&I Impressioned 6" Thick Reinf Conc	SY	360.00	201.00	72,360.00
25	F&I Driveway 7" Thick Reinf Conc	SY	140.00	105.00	14,700.00
26	Remove Driveway All Thicknesses All Types	SY	110.00	20.00	2,200.00
27	F&I Det Wam Panels Cast Iron	SF	180.00	66.00	11,880.00
28	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	80.00	240.00	19,200.00
29	F&I Casting - Inlet	EA	20.00	1,100.00	22,000.00
30	F&I Casting - Std Manhole	EA	9.00	970.00	8,730.00
31	F&I Casting - Floating Manhole	EA	8.00	2,230.00	17,840.00
32	Casting to Grade - Blvd	EA	3.00	400.00	1,200.00
33	Casting to Grade - w/Conc	EA	37.00	600.00	22,200.00
34	Casting to Grade - no Conc	EA	3.00	600.00	1,800.00
35	GV Box to Grade - w/Conc	EA	5.00	400.00	2,000.00
36	F&I Traffic Surface Gravel	Ton	750.00	50.00	37,500.00
37	Mill / Grind Conc Pvmt	SY	10,000.00	10.00	100,000.00
38	Mulching Type 1 Hydro	SY	2,500.00	2.40	6,000.00
39	Seeding Type C	SY	2,500.00	2.10	5,250.00
40	Stormwater Management	LS	1.00	2,500.00	2,500.00
41	Inlet Protection - New Inlet	EA	1.00	180.00	180.00
42	Inlet Protection - Existing Inlet	EA	30.00	180.00	5,400.00
43	Traffic Control - Type 2	LS	1.00	95,000.00	95,000.00
44	Construction Signing	SF	250.00	19.50	4,875.00
45	Flagging	MHR	2,500.00	45.00	112,500.00
46	Traffic Control - Changeable Message Board	EA	3.00	3,330.00	9,990.00
47	F&I Rock Mulch	Ton	25.00	165.00	4,125.00
Paving Total					2,497,942.00
Pavement Marking					
48	Obliterate Pavement Markings	SF	100.00	5.50	550.00
49	F&I Grooved Plastic Film Message	SF	358.00	47.25	16,915.50
50	F&I Grooved Plastic Film 4" Wide	LF	4,750.00	7.35	34,912.50
51	F&I Grooved Plastic Film 6" Wide	LF	1,143.00	12.60	14,401.80

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
52	F&I Grooved Plastic Film 8" Wide	LF	1,332.00	14.70	19,580.40
53	F&I Grooved Plastic Film 16" Wide	LF	225.00	26.25	5,906.25
54	F&I Grooved Plastic Film 24" Wide	LF	60.00	52.50	3,150.00
55	F&I Grooved Contrast Film 7" Wide	LF	1,350.00	14.70	19,845.00
56	Paint Epoxy Line 4" Wide	LF	342.00	1.05	359.10
57	Paint Epoxy Line 8" Wide	LF	100.00	2.10	210.00
58	Paint Epoxy Line 16" Wide	LF	22.00	5.25	115.50
59	Paint Epoxy Message	SF	64.00	5.25	336.00
Pavement Marking Total					116,282.05
Traffic Signals					
60	F&I Detection In-Ground Loop	EA	4.00	4,200.00	16,800.00
61	F&I Detection Preformed Loop	EA	6.00	2,415.00	14,490.00
62	F&I Signal Cable AWG 14/2	LF	533.00	2.63	1,401.79
63	F&I Signal Cable AWG 14/7	LF	150.00	4.31	646.50
64	F&I Signal Cable AWG 16/3	LF	97.00	2.10	203.70
65	F&I Conduit 1.5" Dia	LF	40.00	47.25	1,890.00
66	F&I Conduit 2" Dia	LF	20.00	63.00	1,260.00
67	F&I Ped Push Button Post	EA	3.00	2,520.00	7,560.00
68	F&I Pull Box PVC	EA	1.00	4,200.00	4,200.00
69	Rem & Repl Pull Box Cover	EA	2.00	1,575.00	3,150.00
70	Relocate Signal Standard Type V	EA	1.00	2,310.00	2,310.00
71	F&I Foundation Type V	EA	1.00	3,150.00	3,150.00
72	Remove Foundation Type V	EA	1.00	1,575.00	1,575.00
Traffic Signals Total					58,636.99
Signing					
73	Relocate Sign Assembly	EA	3.00	137.00	411.00
74	F&I Sign Assembly & Anchor	EA	3.00	246.00	738.00
75	F&I Diamond Grade Cubed	SF	50.50	11.00	555.50
76	F&I Sign Assembly Mast Arm	EA	3.00	425.00	1,275.00
Signing Total					2,979.50
Total Construction in \$					2,689,940.54

Engineering	10.00%	268,994.05
Admin	4.00%	107,597.62
Legal	3.00%	80,698.22
Interest	4.00%	107,597.62
Contingency	5.00%	134,497.03
Total Estimated Costs		3,389,325.08
State Funds - Other ND		366,817.31
Special Assessments		3,022,507.77
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

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. PR-25-F
CONCRETE PAVING 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. PR-25-F (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 12th day of May, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 12th day of May, 2025.

Steven Sprague
City Auditor

(SEAL)

COVER SHEET
CITY OF FARGO PROJECTS

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

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

New Paving and Utility Construction

Improvement
District No.

BN-25-E

Call For Bids	<u>May 12</u>	<u>2025</u>
Advertise Dates	<u>May 21 & 28</u>	<u>2025</u>
Bid Opening Date	<u>June 18</u>	<u>2025</u>
Substantial Completion Date	<u>July 15</u>	<u>2026</u>
Final Completion Date	<u>August 14</u>	<u>2026</u>

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

Project Engineer William Bayuk

Phone No. (701) 241-1545

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-25-E1

Type: Infrastructure Request

Location: Selkirk Third Addition

Date of Hearing: 5/5/2025

Routing

City Commission

PWPEC File

Project File

Date

5/12/25

X

Jason Leonard

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding an infrastructure request for Selkirk Third Addition.

We have reviewed the requirements for infrastructure requests and the Developer has met four of the seven requirements. The three remaining items are as follows:

- Plat Recordation
- Execution of the Special Assessment Security Agreement
- Letter of Credit

Staff is recommending approval of the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC to approve the Infrastructure Request contingent upon plat recordation, execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

ATTEST:


Tom Knakmuhs, P.E.
City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BN-25-E

NEW PAVING AND UTILITY CONSTRUCTION

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

That the Board of City Commissioners deems it expedient that Improvement District No. BN-25-E (New Paving and Utility Construction) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District BN-25-E in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. BN-25-E in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. BN-25-E in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. BN-25-E in the City of Fargo, North Dakota, as required by law; and

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

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. BN-25-E in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

CERTIFICATE

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, May 12th, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 8th day of May, 2025.

Steven Sprague
City Auditor

(SEAL)



**ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-25-E
SELKIRK PLACE 3RD ADDITION**

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement, box culvert drain crossing, regional detention pond and incidentals on 67th Avenue South from 150 feet east of 32nd Street to 28th Street, on 69th Avenue South from 150 feet west of Belding Drive to 30th Street, on Belding Drive South from 67th Avenue to 69th Avenue, on 32nd Street South from 67th Avenue to 69th Avenue, on Selkirk Drive South from 200 feet south of 66th Avenue to 69th Avenue, and on 30th Street South from 67th Avenue to 69th Avenue.

Purpose

This project is to provide infrastructure for new residential housing in Selkirk Place Third Addition and creates roadway connectivity across Cass County Drain 53 on 67th Avenue South to Golden Valley Addition as requested by the Developer.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$6,831,796.30. The cost breakdown is as follows:

Sanitary Sewer - 67th Avenue South

Construction Cost			\$540,927.60
Fees			

Admin	4%	\$21,637.10
Contingency	5%	\$27,046.38
Engineering	10%	\$54,092.76
Interest	4%	\$21,637.10
Legal	3%	\$16,227.83

Total Estimated Cost			\$681,568.77
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Funding

Special Assessments	100.00%	\$681,568.78
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Storm Sewer - 67th Avenue South

Construction Cost			\$75,625.00
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Fees

Admin	4%	\$3,025.00
Contingency	5%	\$3,781.25
Engineering	10%	\$7,562.50
Interest	4%	\$3,025.00
Legal	3%	\$2,268.75

Total Estimated Cost			\$95,287.50
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Funding

Special Assessments	100.00%	\$95,287.50
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Water Main - 67th Avenue South

Construction Cost		\$120,760.50
Fees		

Admin	4%	\$4,830.42
Contingency	5%	\$6,038.03
Engineering	10%	\$12,076.05
Interest	4%	\$4,830.42
Legal	3%	\$3,622.82

Total Estimated Cost		\$152,158.24
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Funding

Cass Rural WUD Funds	100.00%	\$152,158.24
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Paving - 67th Avenue South

Construction Cost		\$1,817,142.16
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Fees

Admin	4%	\$72,685.69
Contingency	5%	\$90,857.11
Engineering	10%	\$181,714.22
Interest	4%	\$72,685.69
Legal	3%	\$54,514.26

Total Estimated Cost		\$2,289,599.13
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Funding

Special Assessments	100.00%	\$2,289,599.13
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Regional Detention

Construction Cost			\$176,358.25
Fees			

Admin	4%	\$7,054.33
Contingency	5%	\$8,817.91
Engineering	10%	\$17,635.83
Interest	4%	\$7,054.33
Legal	3%	\$5,290.75

Total Estimated Cost			\$222,211.40
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Funding

Special Assessments	100.00%	\$222,211.40
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Bike Trail -Drain 53

Construction Cost			\$193,220.00
Fees			

Admin	4%	\$7,728.80
Contingency	5%	\$9,661.00
Engineering	10%	\$19,322.00
Interest	4%	\$7,728.80
Legal	3%	\$5,796.60

Total Estimated Cost			\$243,457.20
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Funding

Special Assessments	100.00%	\$243,457.20
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LOMR - Developer Funded

Construction Cost			\$258,223.50
Fees			

Admin	0%	\$0.00
Contingency	0%	\$0.00
Engineering	4%	\$10,328.94
Interest	0%	\$0.00
Legal	0%	\$0.00

Total Estimated Cost			\$268,552.44
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Funding

Developer Funded	100.00%	\$268,552.44
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Paving

Construction Cost			\$1,685,454.15
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Fees

Admin	4%	\$67,418.17
Contingency	5%	\$84,272.71
Engineering	10%	\$168,545.42
Interest	4%	\$67,418.17
Legal	3%	\$50,563.62

Total Estimated Cost			\$2,123,672.24
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Funding

Special Assessments	100.00%	\$2,123,672.24
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Sanitary Sewer

Construction Cost			\$757,432.64
Fees			

Admin	4%	\$30,297.31
Contingency	5%	\$37,871.63
Engineering	10%	\$75,743.26
Interest	4%	\$30,297.31
Legal	3%	\$22,722.98

Total Estimated Cost			\$954,365.13
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Funding

Special Assessments	100.00%	\$954,365.13
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Storm Sewer

Construction Cost			\$600,580.00
Fees			

Admin	4%	\$24,023.20
Contingency	5%	\$30,029.00
Engineering	10%	\$60,058.00
Interest	4%	\$24,023.20
Legal	3%	\$18,017.40

Total Estimated Cost			\$756,730.80
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Funding

Special Assessments	100.00%	\$756,730.80
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Water Main

Construction Cost		\$606,072.50
Fees		

Admin	4%	\$24,242.90
Contingency	5%	\$30,303.63
Engineering	10%	\$60,607.25
Interest	4%	\$24,242.90
Legal	3%	\$18,182.18

Total Estimated Cost		\$763,651.36
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Funding

Cass Rural WUD Funds	100.00%	\$763,651.36
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Project Funding Summary

Special Assessments	86.15%	\$7,366,892.18
Developer Funded	3.14%	\$268,552.44
Cass Rural WUD Funds	10.71%	\$915,809.60

Total Estimated Project Cost		\$8,551,254.22
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We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-25-E
SELKIRK PLACE 3RD ADDITION**

LOCATION:

On Belding Drive South from 67th Avenue South to 69th Avenue South.
On 30th Street South from 67th Avenue South to 69th Avenue South.
On 32nd Street South from 67th Avenue South to 69th Avenue South.
On Selkirk Drive South from 200 feet south of 66th Avenue South to 69th Avenue South.
On 69th Avenue South from 30th Street South to Belding Drive South.
On 67th Avenue South from 150 feet east of 32nd Street South to 150 feet west of 28th Street South.

COMPRISING:

The area bounded by Interstate 29, 64th Avenue South, 25th Street South and 76th Avenue South.

Please refer to the Special Assessment Boundary Map for all properties included within the Special Assessment District.

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

(May 21 and 28, 2025)

64 AVE S

25 ST S

25 ST S




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INTERSTATE 29



CITY OF FARGO MUNICIPAL BOUNDARY

CITY OF FARGO MUNICIPAL BOUNDARY

-  NEW PAVING AND UTILITY CONSTRUCTION
-  CITY OF FARGO MUNICIPAL BOUNDARY
-  SPECIAL ASSESSMENT DISTRICT BOUNDARY


CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-25-E



(20)

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: May 12, 2025

Receive & File: Sales Tax Update
General Fund Financials YTD March 2025
General Fund 2025 YE Projections

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

Other Financial Considerations

Planning – ROCO Ramp roll-up doors

Transit – Transition contracted staff

Finance – Donation Policy

City of Fargo
Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS
PB: SS/KAC (prior to 2022)
4/21/2025

Payment Date	month collected	Amount	County Collections	County Growth %	City Collections	City Growth %		
			3,170,806.34	8.8%	9,559,914.36	8.8%		
							9,559,914.36 City 2025	
							3,170,806.34 County 2025	
							8,741,517.70 City 2024	
							2,914,286.02 County 2024	
							818,396.66 City Change	
							256,520.32 County Change	
4/22/2025	Feb-25	County Sales Tax	1,477,568.31		City Sales Tax	4,523,059.25		
3/21/2025	Jan-25	County Sales Tax	1,493,238.03		City Sales Tax	5,036,855.11		
2/22/2025	Dec-24	County Sales Tax	2,207,030.88	23,304,345.12 0.0%	City Sales Tax	6,626,714.99	69,824,744.71 0.8%	
1/21/2025	Nov-24	County Sales Tax	2,281,112.22		City Sales Tax	6,540,793.89		
12/20/2024	24-Oct	County Sales Tax	1,764,529.62		City Sales Tax	5,342,358.63	69,824,744.71 City 2024	
11/22/2024	Sept-24	County Sales Tax	2,257,740.11		City Sales Tax	6,622,406.84	23,304,345.12 County 2024	
10/21/2024	Aug-24	County Sales Tax	2,088,361.27		City Sales Tax	6,284,633.45		
9/21/2024	July-24	County Sales Tax	1,746,626.42		City Sales Tax	5,168,111.30	69,250,461.96 City 2023	
8/21/2024	June-24	County Sales Tax	2,659,707.17		City Sales Tax	7,859,913.01	23,106,462.71 County 2023	
7/22/2024	May-24	County Sales Tax	1,348,902.41		City Sales Tax	4,252,926.43		
6/24/2025	Apr-24	County Sales Tax	1,759,660.73		City Sales Tax	5,404,517.72	574,282.75 City Change	
5/21/2024	Mar-24	County Sales Tax	2,276,388.27		City Sales Tax	6,980,911.25	197,882.41 County Change	
4/22/2024	Feb-24	County Sales Tax	1,023,591.77		City Sales Tax	3,163,097.74		
3/21/2024	Jan-24	County Sales Tax	1,890,694.25		City Sales Tax	5,578,419.96		
2/22/2024	Dec-24	County Sales Tax	2,781,114.42	23,106,462.71 8.2%	City Sales Tax	8,158,464.07	69,250,461.96 8.0%	
1/22/2024	Nov-24	County Sales Tax	1,559,305.60		City Sales Tax	4,709,032.00		
12/20/2023	Oct-24	County Sales Tax	1,916,009.28		City Sales Tax	5,684,255.33	69,250,461.96 City 2023	
11/22/2023	Sep-24	County Sales Tax	2,480,655.78		City Sales Tax	7,615,211.78	23,106,462.71 County 2023	
10/21/2023	Aug-24	County Sales Tax	1,509,750.17		City Sales Tax	4,530,239.98		
9/20/2023	Jul-24	County Sales Tax	2,012,131.70		City Sales Tax	6,030,106.74	66,571,120.26 City 2022	
8/20/2023	Jun-24	County Sales Tax	2,337,746.99		City Sales Tax	6,739,403.04	21,358,922.89 County 2022	
7/21/2023	May-24	County Sales Tax	1,873,134.11		City Sales Tax	5,735,919.99		
6/21/2023	Apr-24	County Sales Tax	2,076,304.07		City Sales Tax	6,368,293.95	2,679,341.70 City Change	
5/21/2023	Mar-24	County Sales Tax	1,528,002.65		City Sales Tax	4,619,852.76	1,747,539.82 County Change	
4/22/2023	Feb-24	County Sales Tax	1,455,198.19		City Sales Tax	4,544,116.43		
3/19/2023	Jan-24	County Sales Tax	1,527,108.75		City Sales Tax	5,515,565.89		
2/22/2023	Dec-22	County Sales Tax	2,331,087.61	21,358,922.89 -2.6%	City Sales Tax	7,015,548.33	66,571,130.76 4.3%	
1/24/2023	Nov-22	County Sales Tax	1,892,168.21		City Sales Tax	5,746,351.94		
12/21/2022	Oct-22	County Sales Tax	1,904,586.17		City Sales Tax	5,637,286.90	66,571,120.26 City 2022	
11/22/2022	Sep-22	County Sales Tax	1,828,464.08		City Sales Tax	5,282,124.95	21,358,922.89 County 2022	
10/21/2022	Aug-22	County Sales Tax	1,905,477.39		City Sales Tax	5,697,578.75		
9/20/2022	Jul-22	County Sales Tax	2,321,971.24		City Sales Tax	7,149,286.78	63,840,810.53 City 2021	
8/20/2022	Jun-22	County Sales Tax	1,816,911.33		City Sales Tax	5,066,525.72	21,920,710.74 County 2021	
7/21/2022	May-22	County Sales Tax	1,811,968.57		City Sales Tax	5,388,350.10		
6/21/2022	Apr-22	County Sales Tax	1,971,576.35		City Sales Tax	6,059,165.61	2,730,309.73 City Change	
5/21/2022	Mar-22	County Sales Tax	1,526,674.55		City Sales Tax	4,461,738.30	(561,787.85) County Change	
4/22/2022	Feb-22	County Sales Tax	613,842.16		City Sales Tax	4,850,989.43		
3/19/2022	Jan-22	County Sales Tax	1,434,195.23		City Sales Tax	4,216,173.45		
2/22/2022	Dec-21	County Sales Tax	2,471,070.77	21,920,710.74 31.1%	City Sales Tax	7,455,248.61	63,840,810.53 79.9%	
1/25/2022	Nov-21	County Sales Tax	1,587,312.19		City Sales Tax	4,653,877.92		
12/21/2021	Oct-21	County Sales Tax	2,245,078.73		City Sales Tax	6,847,607.38		
11/22/2021	Sep-21	County Sales Tax	1,578,911.41		City Sales Tax	4,305,274.70		
10/21/2021	Aug-21	County Sales Tax	1,846,222.17		City Sales Tax	4,948,174.14		
9/20/2021	Jul-21	County Sales Tax	1,941,367.18		City Sales Tax	5,563,279.08		
8/20/2021	Jun-21	County Sales Tax	1,928,026.98		City Sales Tax	5,794,768.26		
7/21/2021	May-21	County Sales Tax	2,134,078.28		City Sales Tax	6,292,906.78	49,146,842.57 City	
6/21/2021	Apr-21	County Sales Tax	1,247,864.18		City Sales Tax	3,423,096.66	16,719,327.13 County	
5/21/2021	Mar-21	County Sales Tax	1,924,292.66		City Sales Tax	5,462,536.61		
4/22/2021	Feb-21	County Sales Tax	1,588,269.26		City Sales Tax	4,766,421.14		
3/19/2021	Jan-21	County Sales Tax	1,428,216.93		City Sales Tax	4,327,619.25		
2/22/2021	Dec-20	County Sales Tax	1,445,794.87	16,719,327.13 0.3%	City Sales Tax	4,232,187.56	49,146,842.57 -5.0%	
1/25/2021	Nov-20	County Sales Tax	1,587,940.99		City Sales Tax	4,492,863.04		
12/21/2020	Oct-20	County Sales Tax	1,630,976.65		City Sales Tax	4,999,947.66		
11/23/2020	Sep-20	County Sales Tax	1,396,321.95		City Sales Tax	3,952,605.63		
10/21/2020	Aug-20	County Sales Tax	1,694,006.82		City Sales Tax	4,276,558.28		
9/22/2020	Jul-20	County Sales Tax	1,467,915.93		City Sales Tax	4,382,459.17		
8/21/2020	Jun-20	County Sales Tax	1,605,095.72		City Sales Tax	4,774,814.61		
7/22/2020	May-20	County Sales Tax	1,557,866.22		City Sales Tax	4,797,152.70		
6/19/2020	Apr-20	County Sales Tax	860,574.06		City Sales Tax	2,448,782.22		
5/21/2020	Mar-20	County Sales Tax	1,293,072.02		City Sales Tax	3,865,417.55		
4/22/2020	Feb-20	County Sales Tax	1,306,194.23		City Sales Tax	4,286,357.93		
3/24/2020	Jan-20	County Sales Tax	873,567.67		City Sales Tax	2,637,696.27		
2/24/2020	Dec-19	County Sales Tax	1,806,500.14	16,670,136.34 6.0%	City Sales Tax	5,542,185.17	51,732,824.69 7.4%	
1/23/2020	Nov-19	County Sales Tax	1,765,912.60		City Sales Tax	5,757,005.84		
12/20/2019	Oct-19	County Sales Tax	1,053,485.18		City Sales Tax	3,055,444.40		
11/22/2019	Sep-19	County Sales Tax	1,586,457.86		City Sales Tax	4,786,259.66		
10/21/2019	Aug-19	County Sales Tax	1,600,148.48		City Sales Tax	4,940,121.95		
9/23/2019	Jul-19	County Sales Tax	1,209,618.14		City Sales Tax	3,618,612.18		
8/21/2019	Jun-19	County Sales Tax	2,012,988.64		City Sales Tax	6,334,417.88		
7/22/2019	May-19	County Sales Tax	1,000,237.92		City Sales Tax	2,954,722.53		
6/21/2019	Apr-19	County Sales Tax	1,206,333.76		City Sales Tax	3,957,201.59		
5/21/2019	Mar-19	County Sales Tax	1,575,011.74		City Sales Tax	4,907,368.09		
4/22/2019	Feb-19	County Sales Tax	781,011.94		City Sales Tax	2,472,350.68		
3/21/2019	Jan-19	County Sales Tax	1,072,428.94		City Sales Tax	3,407,185.37		
2/22/2019	Dec-18	County Sales Tax	1,602,337.29	15,720,221.20		City Sales Tax	4,957,423.52	48,185,965.90
1/23/2019	Nov-18	County Sales Tax	1,331,035.62		City Sales Tax	4,232,397.07		
12/21/2018	Oct-18	County Sales Tax	1,343,353.18		City Sales Tax	4,113,930.12		
11/23/2018	Sep-18	County Sales Tax	1,718,685.28		City Sales Tax	5,054,359.80		
10/19/2018	Aug-18	County Sales Tax	991,141.62		City Sales Tax	2,924,184.95		
9/24/2018	Jul-18	County Sales Tax	1,438,831.10		City Sales Tax	4,290,954.46		
8/21/2018	Jun-18	County Sales Tax	1,796,550.82		City Sales Tax	5,462,231.25		
7/23/2018	May-18	County Sales Tax	1,042,677.94		City Sales Tax	3,258,203.14		
6/21/2018	Apr-18	County Sales Tax	1,142,864.18		City Sales Tax	3,527,756.41		
5/21/2018	Mar-18	County Sales Tax	1,508,616.11		City Sales Tax	4,674,211.89		
4/20/2018	Feb-18	County Sales Tax	713,349.48		City Sales Tax	2,264,455.70		
3/21/2018	Jan-18	County Sales Tax	1,090,776.58		City Sales Tax	3,425,857.59		
2/22/2018	Dec-17	County Sales Tax	1,871,667.76		City Sales Tax	6,232,808.91		
1/23/2018	Nov-17	County Sales Tax	924,357.13		City Sales Tax	2,809,247.58		
Totals Since 2018			\$ 144,766,957		\$ 437,154,741			

Report of Action:
FAHR Meeting of May 5, 2025



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

Department: Planning

Description: See Memo. As discussed at the Finance Committee meeting on April 28, 2025, Planning requests to utilize anticipated cost savings of the NP Parking Lot project to address ongoing security issues of the downtown ROCO ramp. The proposal is to install a gateless security system (high speed roll-up doors) for the ROCO Ramp. Additionally, Planning requests to utilize sole source procurement through the NP Lot Construction Manager, Kilbourne Construction Management, to take advantage of efficiencies associated with installing the same doors and technology in both parking lots. The anticipated NP Lot underspend is estimated at \$414,565, while the requested cost of the ROCO door installation is \$244,002. Upon approval, Planning will initiate a separate agreement with Kilbourne Construction for the ROCO installation, within the financial confines of the cost estimate.

Net Financial Impact: \$244,002 (offset with NP Lot under budget of \$414,656)


At their meeting, FAHR endorsed this request.

Suggested Motion: Approve the use of anticipated cost savings of the NP Lot project to install security measures of high speed roll-up doors at the ROCO ramp with a cost estimate of \$244,002; approve sole source procurement and authorize a contract with NP Lot construction manager, Kilbourne Construction Management, for the ROCO door project.



MEMORANDUM

TO: CITY COMMISSIONERS

FROM: MARK WILLIAMS 

DATE: May 1, 2025

**SUBJECT: FINANCE AND SOLE SOURCE REQUEST FOR ROCO RAMP
ROLL UP DOORS**

The Planning Department and The Kilbourne Group have been working together to limit the amount of issues currently experienced at the ROCO ramp. This resulted in proposing the installation of a gateless security system for the ramp. The project includes a secured access system for vehicles to enter/exit through three high-speed rollup doors. In addition, it will include a security access system for the public utilizing the ramp to enter the garage from the south, northeast, and west pedestrian entrances. The cost of the project will be approximately \$244,002.


Kilbourne Construction Management, KCM is the construction management company building the NP Avenue ramp. During the construction of the NP Avenue ramp, the decision was made to add the rollup door feature. Utilizing their services to construct the rollup doors on the ROCO ramp will result in savings due to the goal of having one contractor construct both rollup door systems at the same time. In addition, KCM is waiving the construction management fee and reducing team time labor costs from \$30,500 to \$10,000 because of their ownership interest in the common space owned with the city.

KCM has identified that the NP Avenue ramp will be approximately \$414,565 under budget. The opportunity to utilize this funding source to finance the ROCO rollup door system was discussed at the April 28 Finance meeting and met with positive discussion. In addition, the project was proposed and approved by the parking work group meeting on April 15, 2025.

Recommendation: Recommend approval to the City Commission to approve the funding source, sole source request and the proposed gateless security system project for the ROCO parking ramp.



SOLE SOURCE REQUEST FORM (SSP)

Requested by:	Mark Williams	Department:	Planning
Date of Request:	5-1-25	Phone Number:	701-241-1535
E-mail:	mwilliams@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$244,002

Sole Source Purchase Requirement:

A contract less than \$100,000 may be awarded without competition when the Finance Director determines in writing, after conducting a good-faith review of available sources, that there is only one source for the required supply, service, or material. Any sole source procurement greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method.

Product or Service description of the features or capabilities unique to the vendor or brand being requested:

This proposal is to hire Kilbourne Construction Management (KCM) to install gateless security equipment for the ROCO parking ramp. The project includes a secured access system for vehicles to enter/exit through three high-speed rollup doors. In addition it will include a security access system for the public utilizing the ramp to enter the garage from the south, northeast, and west entrances.

KCM is the construction management company building the NP Avenue ramp. During construction of the NP Avenue ramp, the decision was made to add the rollup door feature. Utilizing their services to construct the same rollup door system on the ROCO ramp will result in efficiencies and savings due to the goal of having one contractor construct both rollup door systems at the same time.

KCM has identified that the NP Avenue ramp will be approximately \$414,565 under budget. The opportunity to utilize this funding source to finance the ROCO rollup door safety and security improvement for the parking system was discussed at the April 28 Finance meeting and met with positive discussion. Staff is recommending utilizing this source of funding to construct the \$244,002 gateless security equipment project for the ROCO ramp and approve the sole source request as outlined.

Is a Contract required? Yes ☒

Is the procurement Federally Funded? ☐

Vendor Name: Kilbourne Construction Management		
Address: 210 Broadway N #300		
City: Fargo	State: ND	Zip Code: 58102
Contact Person: Mike Allmendinger	Title: General Manager	
Telephone: 701-237-2279	Email: mike@kilbournegroup.com	
Finance Director Approval:		
Sole Source (SSP) Number:		

Report of Action:
FAHR Meeting of May 5, 2025



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

Department: Transit

Description: See Memo which addresses this request and other Transit updates. As discussed at the Finance Committee meeting on April 28, 2025, Transit requests to hire in-house drivers and support personnel at the conclusion of the existing driver contract with Trans Dev, which expires December 31, 2025. Upon approval, Transit will incorporate the personnel and other related costs associated with the driver transition (90 full-time positions and 6 part-time positions) into their 2026 budget to be presented to the Board of City Commissioners later this year.

Net Financial Impact: up to \$500,000 savings verses existing 2025 contract; up to \$2 million savings per year verses the estimated cost of a new negotiated driver contract for 2026

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve elimination of the request for proposal process for an external driver contractor and allow the existing contract with First Transit/Transdev to expire at calendar year 2025; navigate transition of software and training materials to City of Fargo; and authorize staff to pursue necessary steps, including coordination with other applicable City of Fargo departments, to hire positions outlined in this memo for the Transit department.

May 5, 2025

Board of City Commissioners
Fargo City Hall
225 N 4th Street
Fargo, ND 58102

Dear Commissioners:

At the March and April 2025 MATBUS Coordination Committee meetings, it was determined Transit/MATBUS staff would solidify a proposal to transition drivers and their management staff from contracted positions to positions within the City of Fargo. This correspondence outlines the proposal and includes operational efficiencies created through the transition and a comparison between estimated 2026 contracted and non-contracted costs. Please note the information contained within this document is the same information presented at the April 28, 2025 City of Fargo Finance Committee meeting.

Proposed Staff Transition from Contractor to City of Fargo

- 75 Drivers
- 6 Senior Drivers (Job duties include behind-the-wheel training and Cadet training. Creation of the senior driver position eliminates the need to pay differential for training hours.)
- 4 Road Supervisors
- Management Staff
 - Operations Manager
 - Fixed Route Operations Supervisor
 - Safety & Training Manager
 - Training Specialist
- 1 Human Resources Position, likely a Generalist (Further discussions with HR staff will determine the position needed to support the Transit Department)
- Temporary/Non-Benefited costs to be used for 6 part-time positions (Transdev currently has 12 part-time positions)
- Benefits Deduction (Based on the percentage of employees that have health insurance benefits through the City of Fargo as per the City of Fargo benefits survey)
 - 12% No Benefits
 - 44% Single Plans
 - 8% Single Plus Child Plans
 - 48% Family Plans
- Overtime Costs are anticipated, however, costs will be managed not to exceed budgeted amount
- City of Fargo HR has analyzed position descriptions and recommended grades for all the proposed positions; employees transitioning to City employees will be paid at a level similar to wages they are currently receiving

May 5, 2025

Transition Transit Contracted Staff to City of Fargo Employees

Cost Comparison:

	Contracted Driver Services		In House Drivers		Difference
Fargo	\$	6,221,344.71	\$	4,784,843.24	\$ 1,436,501.47
Moorhead	\$	3,018,959.04	\$	2,249,219.16	\$ 769,739.88
West Fargo	\$	584,409.67	\$	459,655.27	\$ 124,754.40
NDSU	\$	590,179.09	\$	442,961.36	\$ 147,217.73
Total	\$	10,414,892.51	\$	7,936,679.03	\$ 2,478,213.48

- These amounts include driver & management wages and benefits.
- This proposal will reduce the 2026 budget by approximately \$500K savings from this year; depending on route and service adjustments, there is the potential to save \$2M in the 2026 budget

Efficiencies:

- The City will not need to implement a request for proposal process, thereby eliminating the need to renegotiate with a contractor
- No union restrictions allowing for more flexible scheduling
- Management staff focused on our operations and not spending time on corporate tasks
- The existing contracted Office Clerk position can be converted to a Human Resources position, condensing the total number of new positions needed
- Senior bus operator positions will reduce annual training costs
- New driver scheduling software being implemented is anticipated to demonstrate increased scheduling efficiencies. Current Transdev schedules require 81 bus operators that work between 34.08 and 39.97 hours per week. We expect to reduce this number by at least 1-2 positions by using this software and removing union restrictions

Additional Considerations:

- Based on previous new contract years (2016, 2021), the cost comparison assumes a 25% price increase.
- Two major lawsuits from Transdev driver accidents pending settlement. The North Dakota Insurance Reserve Fund (NDRF) is currently liable for the \$2M per occurrence due to our driver contract. Without a driver contractor, ND state statute limits a municipality liability to \$500,000 per occurrence. NDRF has confirmed that if the City of Fargo continues to contract driver services, insurance premiums will increase by \$200,000.
- The costs to purchase a performance bond each year with a contractor will be eliminated – these costs are approximately \$100,000 annually
- In 2024, Transdev's driver retention was 53 percent for the year. Improved morale and benefits as well as a cohesive team mentality will help our department continue to improve retainage

5-Year Transit Development Plan (TDP)/Route Proposals/Adjustments:

The 5-Year Transit Development Plan is approximately ¾ complete. Consultants are performing this in-depth analysis of the Transit system: service hours; route configurations; identify potential Transit service supportive areas of the metro, like West Fargo; fare structure, identify areas with current Transit service that are underperforming and present alternatives; performance standards, to name a few tasks as part of this study.

Initial Service Suggestions:

Additional fixed route service for West Fargo – their current coverage is inadequate, there is a need for better north/south service, service the Lights area, service to the downtown area and potentially on-demand service to the West Fargo Industrial Park.

There are routes in Fargo where adjustments would allow us to offer services more focused on the core areas where ridership is best and free up some resources for West Fargo's needs, while still maintaining a strong Transit presence in Fargo.

Specific Suggested Route Changes Include:

- **Route 11:** increase service to every 30 minutes (currently 60); this route runs north and south on Broadway plus loops to the Veterans Administration, serves all the medical facilities and Northport and New Horizons.
- **Route 13:** increase service to every 30 minutes (currently 60); this route serves downtown Fargo to N Fargo along 10th St and returns along University Drive.
- **Expand time on Route 15:** currently that route is a 30-minute route and on-time performance is nearly impossible, the proposal is to go from a 30 to 45-minute route.
- **Eliminate Route 16:** many of the original Transit generators on that route are no longer viable (i.e. the old High Rise) and most areas this route covers will be covered by other routes (i.e. Route 14 travel by the medical facility on University and 17th Ave S); estimate a cost savings of approximately \$300,000.
- **Expand time and distance on Route 17:** this route serves the Madison neighborhood and it is difficult to keep it on-time as well; the proposal is to go from a 30 to 45-minute route and add a loop into the eastern edge of the Industrial Park.
- **Shorten Route 18:** this route is currently extremely long, it serves between downtown, south on 25th Street all the way to the Walmart on 52nd Ave S; there are very few people traveling on this route beyond 32nd Ave S and the other Walmart's in town are being well served by Transit; if we can pull the service back to 32nd Ave, we can likely add service to Elliott Place, a newer senior living complex.
- **Eliminate the Industrial Park On-Demand service:** the cost for the year to provide this service is approximately \$300,000. The number of trips per day on this service is approximately 10-12 riders. Please note the nature of the businesses in the Industrial Park is shift work, Transit may be able to bring someone to work or pick them up after work, but likely not both.
- **Eliminate Sunday Paratransit Service:** federal guidelines dictate the need for paratransit service where fixed route service exists; with no fixed route service on Sundays, there is no mandate to provide paratransit; elimination of this service would save approximately \$125,000 annually; the average number of rides on this service for Sundays is 10-11.

May 5, 2025

Transition Transit Contracted Staff to City of Fargo Employees

- Please note our new federal funding calculation is based on passenger miles (among other criteria); we need to consider adjusting service to positively impact ridership and, consequently, funding.
- Potentially increasing fares and simplifying the existing fare structure.
- The last time cash fares were increased was in 2009. Additional fare changes were made in 2012 and again in 2021, when the new MATBUS farebox system was implemented.

The current fares for MATBUS and various comparable transit systems are listed below:

		Grand	GF Jan 25	Fargo	Bismarck	Minot	St. Cloud	Mankato	Rochester	Sioux Falls
Cash Fare	Adults	\$1.50	\$2.00	\$1.50	\$1.50	\$1.50	\$1.25	\$1.50	\$2.00	\$1.50
	Senior/Disabled/Medicare	\$0.60	\$0.80	\$0.75	\$0.75	\$0.75	\$0.60	\$0.75	\$1.00	
	Youth (K-12)	\$0.75	\$0.80	\$0.75	\$0.75	\$0.75	x	x	\$1.00	
Fixed Period Pass	1-day pass	\$5.00	\$6.00	\$5.00	\$6.00	\$5.00	\$4.25	\$5.00	\$4.00	x
	Discounted 1-day pass	x	x	\$3.00	\$3.00	\$5.00	\$4.00	\$4.00	\$4.00	x
	7-day pass	x	x	x	x	x	\$17.00	x	\$16.00	\$12.50
	14-day pass	\$18.00	\$20.00	\$21.00	x	x	x	\$20.00	x	x
	Month pass (30 or 31 days)	\$35.00	\$40.00	\$42.00	\$36.00	\$36.00	\$47.00	\$40.00	\$42.00	\$30.00
	Discounted Month pass (30 or 31 days)	x	x	\$27.00	\$24.00	\$28.00	x	x	\$42.00	x
	Summer Youth Pass	\$18.00	\$18.00	\$27.00	x	x	x	x	x	x
10-ride Fare	Adults	\$13.00	\$15.00	\$15.00	x	\$10.00	\$10.50	x	\$16.00	x
	Senior/Disabled/Medicare	\$6.50	\$7.00	x	x	\$8.00	x	x	\$8.00	x
	Youth (K-12)	\$6.50	\$7.00	x	x	\$8.00	x	x	\$8.00	x

Please note, while researching other Transit systems' fare structures, we concluded the MATBUS fare structure may be overly complicated and perhaps a more simplified structure would be advantageous.

The concept of raising fares was discussed at the last MATBUS Coordination Committee. There is some reluctance to raise all fares, but potential interest in raising perhaps just cash fares or just raising monthly passes. The Coordination Committee includes our Transit partners: the City of Moorhead, the City of Dilworth, the City of West Fargo and North Dakota State University, who will need to agree to any fare adjustments.

In addition, in the past MATBUS has coordinated fares for paratransit with Valley Senior Ride as passengers often use both services and we each accept the other's fare media. Valley Senior Ride is proposing a fare increase from \$3.00/ride to \$4.00/ride effective July 1, 2025.

Lastly, we researched the typical impact of a fare increase within the Transit industry. Generally, there is a decrease in ridership when fares are increased, though the magnitude of that decrease can vary based on factors like the size of the fare increase, the availability of alternative transportation options, and the price sensitivity of passengers. In all likelihood, there will be a time when ridership does begin trending upwards again, usually 1-2 years.

Key Considerations for Fare Increases:

- **Income Sensitivity:** Public transit systems serving lower-income populations tend to see more significant ridership declines when fares are increased, as these riders may have fewer transportation alternatives.

May 5, 2025

Transition Transit Contracted Staff to City of Fargo Employees

- **Availability of Alternatives:** If there are readily available alternatives (e.g., biking, rideshare, or carpooling), the decrease in ridership could be more pronounced.
- **Geographic and Demographic Factors:** Transit systems in larger, denser urban areas often experience less elasticity than those in smaller cities or rural areas where public transit is more limited.

Conclusion:

Based on industry averages and typical trends, a fare increase of 33% (from \$1.50 to \$2.00) is likely to result in a **10% to 15% decrease in ridership**, assuming average elasticity. However, the exact impact will depend on factors like local alternatives to public transit, income levels, and the importance of transit to the community's daily life.

Initial analysis demonstrates how MATBUS's proposed increased fares projected revenue would be impacted if adult cash fares go from \$1.50 to \$2.00 and discount fares go from \$.75 to \$1.00:

2024 Fixed Route Fares and Revenue		
Fare type	Total Ridership	Revenue
1/2 price (\$0.75)	230,684	\$ 173,013.00
Full Price (\$1.50)	534,903	\$ 802,354.50
Total		\$ 975,367.50

Fixed Route Fare Increase and Revenue with a 10% Ridership Reduction		
Fare type	Total Ridership	Revenue
1/2 price (\$1.00)	207,616	\$ 207,615.60
Full Price (\$2.00)	481,413	\$ 962,825.40
Total		\$ 1,170,441.00
Difference from 2024		\$ 195,073.50

Fixed Route Fare Increase and Revenue with a 15% Ridership Reduction		
Fare type	Total Ridership	Revenue
1/2 price (\$1.00)	196,081	\$ 196,081.40
Full Price (\$2.00)	454,668	\$ 909,335.10
Total		\$ 1,105,416.50
Difference from 2024		\$ 130,049.00

2024 Paratransit Revenue		
Fare type	Total Ridership	Revenue
Para fare (\$3.00)	60,436	\$ 181,308.00

Paratransit Fare Increase and Revenue with a 10% Ridership Reduction		
Fare type	Total Ridership	Revenue
Para fare (\$4.00)	54,392	\$ 217,569.60
Difference from 2024		\$ 36,261.60

Paratransit Fare Increase and Revenue with a 15% Ridership Reduction		
Fare type	Total Ridership	Revenue
Para fare (\$4.00)	51,371	\$ 205,482.40
Difference from 2024		\$ 24,174.40

May 5, 2025

Transition Transit Contracted Staff to City of Fargo Employees

Legislation in North Dakota for Urban Transit Providers – SB2254:

The Fargo Transit Director worked closely with Senator Josh Bosch, the Fargo Finance Director, Commissioners Strand and Kolpack and the Executive Directors for Urban Transit in North Dakota from Grand Forks, Minot and Bismarck. We were successful in securing additional funding (\$2M) for the four Urban Transit operators in ND for this biennium. We also requested a study this biennium to assist in identifying a long-term dedicated source of funding for the Urban Transit providers to begin the next biennium, we are awaiting approval of that study.

The bill successfully passed both chambers and has been signed by Governor Armstrong:

City	TOTAL Allocation		Per Year
Bismarck-Mandan	\$384,123.04	19.21%	\$192,061.52
Fargo-West Fargo	\$849,273.98	42.46%	\$424,636.99
Grand Forks	\$464,697.57	23.23%	\$232,348.79
Minot	\$301,905.42	15.10%	\$150,952.71
			\$1,000,000.00
Totals	\$2,000,000.00		

Next Steps:

Timetable for Route Adjustments/TDP/Budget:

The intention is to follow through with the last phase of the Transit Development Plan (TDP) and vet suggested route adjustments and fare changes, which would all need to be brought to the FAHR and Fargo City Commission for a public hearing and adoption. It is intended final public input will be sought by early June 2025, with the presentation to Commission mid-to-late June 2025. We also intend to coincide the public outreach, finalization of the TDP and approvals from FAHR and City Commission with the City budget process and incorporate all the necessary steps as the City progresses through its budget cycle with the exception of the hiring of a Human Resources Generalist, which will only occur in the event bringing contracted staff in-house is approved. The hiring of a Generalist will need to occur outside the budget process as soon as possible to facilitate expeditiously transitioning contracted staff to City employees in late 2025.

Requested motion: Approve elimination of the request for proposal process for external contractor to provide Transit drivers and their management staff and allow the existing contract with First Transit/Transdev to expire at the end of calendar year 2025; negotiate transition of software and training materials to City; and authorize staff to pursue necessary steps, including coordination with other applicable City of Fargo departments, to hire positions outlined in this memo for the Transit department.

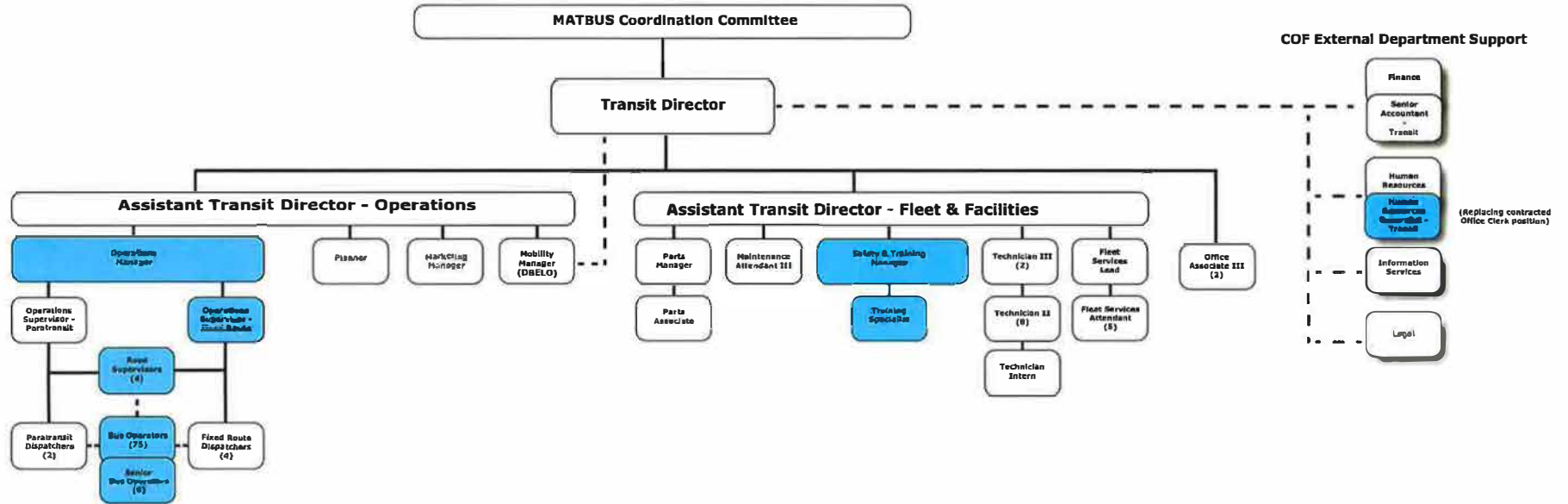
Respectfully submitted,


Julie Bommelman
City of Fargo Transit Director



2026 Proposed Organizational Chart

- Direct Report
- - - Gives Work Direction
- Existing Position
- New Position From Contracted Staff



Report of Action:
FAHR Meeting of May 5, 2025



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

Department: Finance

Description: See Memo. Finance requests approval of the Donations and Contributions policy as was discussed with Commission at their January Finance Committee meeting. Proposed policy is attached for your review.

Net Financial Impact: NA

Suggested Motion:

Approve and implement the City of Fargo Donations and Contributions Policy as attached.



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: Donations & Contributions Policy
DATE: May 5, 2025

Finance requests your approval of the attached Donations and Contributions Policy. The policy was developed to address various situations in which City of Fargo may receive donations. The policy provides guidance on acceptance and documentation of donations and contributions made to the City of Fargo to ensure consistency and integrity, including proper accounting and use of donated and contributed funds and tangible items.

The draft has been reviewed by the City Attorney and was circulated to the Board of City Commission at their January Finance Committee meeting. Additionally, the draft was circulated to all City of Fargo departments for their review.

Suggested Motion:

Approve and implement the City of Fargo Donations and Contributions Policy as attached.

Donations and Contributions

PURPOSE:

The purpose of this policy is to establish a process for solicitation, acceptance, and documentation of donations and contributions made to the City of Fargo to ensure consistency and integrity, including proper accounting and use of donated and contributed funds and tangible items.

OTHER RESOURCES and/or EXCEPTIONS:

CONDUCT/ETHICS: The policy for general employee conduct is addressed in the 300-005, Conduct/Ethics.

GRANTS: Funds or other items of value awarded as a result of an application process with characteristics of contractual obligations, specific deliverables, set timeframes, and contractual reporting requirements are covered under the Grant Policy. For Grant instructions, refer to the City of Fargo's Grant Administrative Policy and Grants Fiscal Cash Management Policy.

EXCEPTIONS, excluded from this policy:

- The Library Board has an established policy on gift funds and donations.
- Promotional events at FARGODOME are addressed in the event contract.
- Donations toward specific public health initiatives (ex. Gladys Ray Shelter) are received and administered through the Health Department via a Special Revenue fund.

DEFINITIONS:

A donation or contribution is defined as any item of value given to the City by a donor who expects nothing significant of value in return, other than recognition and disposition of the gift in accordance with the donor's wishes. A donation may be in the form of cash, service, product, food or accommodations. In general, the following characteristics describe a donation or contribution:

- No contractual requirements are imposed and there are no "deliverables" to the donor. However, the donation or contribution may be accompanied by a stipulation that restricts the use of the donation to a particular purpose.
- A donation or contribution is typically irrevocable. While it may be intended for use within a certain timeframe, there is no specified "period of performance" or "start"/"end" dates as associated with sponsored projects.
- There is no formal fiscal accountability to the donor although the donor may request a summary report of expenditures or an acknowledgement to ensure the donation or contribution was spent according to the donor's direction. Such reports may be thought of as requirements of good stewardship rather than as contractual obligations or "deliverables."

DONATION SOLICITATION:

The overriding governance regarding solicitation of funds is Policy Manual 300-005, Conduct/Ethics: City employees shall not use their office or position for personal financial gain or for the financial gain of their family.

City of Fargo employees may use their role as a platform to solicit private donations on behalf of City of Fargo initiatives or City of Fargo endorsed initiatives so long as they are presenting factual information, any resulting donation doesn't result in personal gain for the employee, donation opportunities are available to the general public, and any resulting donation doesn't result in personal or professional gain for the donor.

TYPES OF DONATIONS AND CONTRIBUTIONS:

Donations and contributions may be offered in monetary form or tangible or intangible property.

- Designated donations or contributions are those that the donor specifies for a particular purpose.
- Undesignated donations or contributions are those that are given to the City for an unspecified use.

ACCEPTANCE OF DONATIONS AND CONTRIBUTIONS:

Prior to acceptance of a donation or contribution, the gift must be evaluated for appropriateness. The donation must support a City initiative, be free of any suggestion of conflict of interest (inference from donor or cause), and must not require City of Fargo matching funds.

Approvals -

- Offers of undesignated or designated donations and contributions of monetary or property items valued at \$5,000 or less, not including real estate regardless of value, may be accepted by concurrence of FAHR, upon presentation by the receiving Department or City Administration. City Commission review is not required.
- Offers of undesignated donations or contributions of monetary or property items valued at greater than \$5,000 or any real estate regardless of value shall be presented to FAHR for evaluation and recommendation to the City Commission for final approval.
- De minimus donations/gifts (donations or gifts valued at less than \$100 during a calendar year from a single donor) for gratuitous purposes (e.g. holiday gift baskets, etc.) to any employee, division, or department of the City shall be made available to benefit all employees within the receiving division, department, or office, and do not require any formal acceptance process or acknowledgement by the City under this policy.

Requirements -

- Donations and contributions of \$5,000 or more shall be accompanied by a written statement from the donor declaring the donation or contribution to be either undesignated or designated and stating the conditions for use of the donation or contribution and any accounting requirements or acknowledgements requested by the donor.
- If a donation or contribution is designated for a specific use by the donor the

donor shall provide a written statement declaring the donation or contribution to be designated and stating the conditions for use of the donation or contribution and any accounting requirements or acknowledgements requested by the donor. The Department will make every effort to fulfill the conditions (expend funds) within the same fiscal year as the donation.

- If a designated donation or contribution remains unspent after one year from the original donation date and the City Commission no longer wishes to utilize the donation or contribution for the intended purpose the City Commission may authorize the return of the funds to the donor or request that the donor release the designation or transfer the funds to another specific use designated by the donor.
- The City of Fargo may decline any donation or contribution if the City determines accepting it is not in the best interests of the City: under \$5,000 via FAHR; over \$5,000 via City Commission.
- Donations and contributions shall not be accepted by the City if such donation or contribution is for the personal benefit of a City employee, appointed official, or elected official.
- Donations and contributions shall not be accepted if they are intended to be “re-donated” by City personnel to endeavors outside of existing City programs.

ACKNOWLEDGEMENT OF DONATIONS AND CONTRIBUTIONS:

Donations and contributions made to the City, as a political subdivision, are generally deductible to donors as provided in Section 170 of the Internal Revenue Code. The Finance Department shall provide an acknowledgement letter for tax deduction purposes if requested by the donor. Donor is encouraged to assess the tax implications with their tax advisor.

ACCOUNTING AND FINANCIAL REPORTING:

All donations and contributions made to the City shall be remitted to the Finance Department for processing and proper receipting to the General Ledger. Donations of cash should be discouraged. Monetary funds should be made via traceable means such as check, wire, or ACH.

If the donated or contributed item is tangible or intangible property a Fixed Asset Addition Form must be completed by the receiving Department Head and submitted to the Finance Department along with documentation supporting the value of the donation or contribution.

One-time donations are to be accounted for as donation revenue, with specific department accounts established if material. A budget adjustment form must be included with any donation in excess of \$5000 to recognize the revenue increase, and, if identified, the increase of related expenses. (ex. Nation Police Week)

Upon consultation with the receiving department, significant and/or recurring donations may be established as a Special Revenue Fund for which such donations and expenses will

be recorded. (ex. Gladys Ray Shelter donations and related expenses).

Designated donated and contributed funds shall be considered restricted until such time as they are spent and the donor's requirements have been fulfilled. Designated donated and contributed funds may not be used to finance any expenses other than those specified by the donor.

Tangible items shall be distributed to the appropriate City departments for City use.

The disposal of any donated or contributed item shall be in accordance with the City of Fargo's asset disposal policy as well as any restrictions or instructions for disposal specified by the donor.



(21)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 25, 2025

**RE: PURCHASE OF SERVICE AGREEMENT WITH KINDRED
PUBLIC SCHOOL DISTRICT
FUNDS: \$45,938.72
EXPIRES: 06/30/2026**

The attached purchase of service agreement is with Kindred Public School for \$45,938.72 for nursing services for the 2025-2026 school year.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve the purchase of service agreement with Kindred Public School District.

JF/ls
Attachment



**PURCHASE OF SERVICE AGREEMENT WITH KINDRED PUBLIC SCHOOL
DISTRICT AND FARGO CASS PUBLIC HEALTH**
NURSING- SCHOOL
TERM: 07/01/2025 TO 06/30/2026 - Page 1 of 8

Whereas, the Kindred 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. Kindred Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement, plus an extra 40 hours to use over the school year. Therefore, Kindred 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 \$45.94.
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 19, 2025, and May 20, 2026.
5. Mileage expense for nursing staff and aides to travel between Fargo Cass Public Health and Kindred 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.



XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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



PURCHASE OF SERVICE AGREEMENT WITH KINDRED PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH
NURSING- SCHOOL
TERM: 07/01/2025 TO 06/30/2026 · Page 5 of 8

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)
PROVIDER ASSURANCES: See Attachment C (Provider Assurances)

PROVIDER- FARGO CASS PUBLIC HEALTH

Jenn Faul 04/22/2025
Jenn Faul, Director of Public Health Date

KINDRED PUBLIC SCHOOL DISTRICT

Mike Kolness 04/25/25
Mik Kolness (Apr 25, 2025 10:39 CDT)
Mike Kolness, Superintendent Date

Timothy J. Mahoney, Mayor, City of Fargo Date

ATTEST:

Steve Sprague, City Auditor



**PURCHASE OF SERVICE AGREEMENT WITH KINDRED 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- Kindred at 70% and FCPH at 30%

Staff	Hours/week	Weeks	Hourly compensation	Total
Nurse	30	35	\$ 45.94	\$ 48,237.00
	30	2	\$ 45.94	\$ 2,756.40
RN ADMINISTRATION COST	36 hours per budget year		\$ 64.45	\$ 2,320.20
			Sub-total	\$ 53,313.60
			Kindred @ 70%	\$ 37,319.52
			FCPH @ 30%	\$ 15,994.08
Additional Hours at 100%	4	35	\$ 45.94	\$ 6,431.60
Additional Hours at 100%	40 hours/year		\$ 45.94	\$ 1,837.60
Mileage	Up to 500 miles/year		\$ 0.70	\$ 350.00
			Kindred @ 100%	\$ 8,619.20
KINDRED TOTAL				\$ 45,938.72
FCPH TOTAL				\$ 15,994.08

NOTE: TOTAL COST FOR FCPH 7-1-2025 TO 6-30-2026= \$15,994.08







Kindred Public Schools 2025-2026 Agreement

Final Audit Report

2025-04-25

Created:	2025-04-25
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZNFm6RT02EzikLEb4Axs5Fc4CkWv1O4

"Kindred Public Schools 2025-2026 Agreement" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2025-04-25 - 3:00:34 PM GMT
-  Document emailed to mike.kolness@k12.nd.us for signature
2025-04-25 - 3:00:49 PM GMT
-  Email viewed by mike.kolness@k12.nd.us
2025-04-25 - 3:38:09 PM GMT
-  Signer mike.kolness@k12.nd.us entered name at signing as Mike Kolness
2025-04-25 - 3:39:04 PM GMT
-  Document e-signed by Mike Kolness (mike.kolness@k12.nd.us)
Signature Date: 2025-04-25 - 3:39:06 PM GMT - Time Source: server
-  Agreement completed.
2025-04-25 - 3:39:06 PM GMT



Adobe Acrobat Sign



(22)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 1, 2025

**RE: NOTICE OF GRANT AWARD FROM NDHHS FOR TITLE X
FAMILY PLANNING PROGRAM.
NO: G23.1329 CFDA: 93.217
FUNDS: \$42,004
EXPIRES: 03/31/2026**

The attached notice of grant award is for Fargo Cass Public Health to provide voluntary family planning which consists of educational, comprehensive medical, and social services necessary to aid individuals to determine freely the number and spacing of their children. This grant was signed by the Mayor on May 1st so it could be returned to the state in a timely fashion.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve this grant award from the ND Department of Health and Human Services.

JF/lls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

Grant Number G23.1329	CFDA Name Family Planning Services	CFDA Number 93.217
FAIN Number FPHPA006519	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2025
Grant End Date 3/31/2026	Federal Award Date 3/28/2025	Federal Awarding Agency United States Department of Health and Human Services
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.		
Title of Project/Program Title X Family Planning Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4551 S311 01	
Grantee Name Fargo Cass Public Health	Project Director Cora Rabenberg	
Address 1240 25 th Street S	Address 600 E. Boulevard Ave., Dept. 325	
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Jennifer Faul	Contact Name Cora Rabenberg	
Telephone Number 701-241-1362	Telephone Number 701-328-4535	
Email Address JFaul@FargoND.gov	Email Address crabenberg@nd.gov	
Amount Awarded	NDDHHS Cost Share \$42,004	Grantee Cost Share \$0
Previous Funds Awarded	\$0	\$0
Total Funds Awarded	\$42,004	\$0
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of _____% (limited to 15%)
		<input type="checkbox"/> Negotiated/Approved rate of _____%
Scope of Service Grantee will provide voluntary family planning which consists of educational, comprehensive medical and social services necessary to aid individuals to determine freely the number and spacing of their children. Grantee must follow Sections 1001, 1007 and 1008 of the Title X Public Health Service Act: 42 CFR Part 59, subpart A. Grantee must follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals as provided. Grantee must follow the approved FY2025-2026 application.		
Reporting Requirements Monthly, quarterly, semi-annual and annual reports are to be submitted to the Family Planning Program state office as outlined by the North Dakota Family Planning Program Policy Procedure manual and Subrecipient Reporting Schedule. Failure to submit the required reports and attend subrecipient director meetings will result in reevaluation of services and funding. Expenditure Reports must be submitted using the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2025, must be received by July 15, 2025. Expenditure report for the period ending March 31, 2026, must be received by April 15, 2026. Reimbursement will be processed upon Department approval of expenditures and reports.		
Special Conditions None.		
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.		
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance
Date 05/01/2025	Signature 	Date
		Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Cora Rabenberg, Assistant Unit Director Family Health and Wellness
Date 5-1-25	Signature 	Date
		Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Interim Commissioner
ATTEST: Steve Sprague, City Auditor		

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

(23)

To: Board of City Commissioners

From: Beth Wiegman, Assistant Director of Human Resources

Re: Cooperative Personnel Services (CPS HR Consulting) Agreement

Date: May 7, 2025

Human Resources respectfully seeks approval of the attached consulting services agreement with Cooperative Personnel Services (dba CPS HR Consulting) to design, administer and analyze a comprehensive employee engagement survey for the City of Fargo. This agreement has been reviewed by the City Attorney.

RECOMMENDED MOTION: To approve the agreement with Cooperative Personnel Services (dba CPS HR Consulting) for the creation, implementation, analysis and reporting of an employee engagement survey.



CONSULTING SERVICES AGREEMENT

City of Fargo

Employee Engagement Services

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of May 1, 2025 or upon Client approval (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

- A. **Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. **Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. **Compensation.**
 - 1. **Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
 - 2. **Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
 - 3. **Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of one and one half percent (1 1/2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. **Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR's net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

E. Term and Termination of Agreement.

- 1. **Term.** The term of this Agreement is from the Effective Date through December 31, 2025.
- 2. **Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. **Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty (30) days written notice to the other Party.
- 4. **Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

- 1. **Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL

WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

G. Work Product.

1. Ownership. Upon CPS HR's receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR's work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, exams, survey content, and copyrightable works.

H. Release of Information to Third Parties.

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party agrees to comply with North Dakota Cent. Code Ch. 44-04, when applicable. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether

the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

I. Indemnification. CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR's misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR's expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR's liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

J. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

K. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons listed in the Statement of Work.

2. Dispute Resolution; Remedies.

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) Nothing prevents either CPS HR or Client, in the event either determines it appropriate to file a judicial action..

3. Attorneys Fees. Section Intentionally Deleted.

4. Governing Law. This Agreement will be governed by the laws of the State of North Dakota without regard to its rules concerning conflict of laws. Any action shall be venued in Cass County, North Dakota.

5. Force Majeure. Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

6. Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

7. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other

agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

8. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

9. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

10. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba
CPS HR Consulting**
2450 Del Paso Rd, Ste 220, Sacramento, CA 95834

**City of Fargo, a North Dakota municipal
corporation**
225 4th Street N., Fargo, ND, 58102

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

Attestation:

By: _____
Steve Sprague, City Auditor

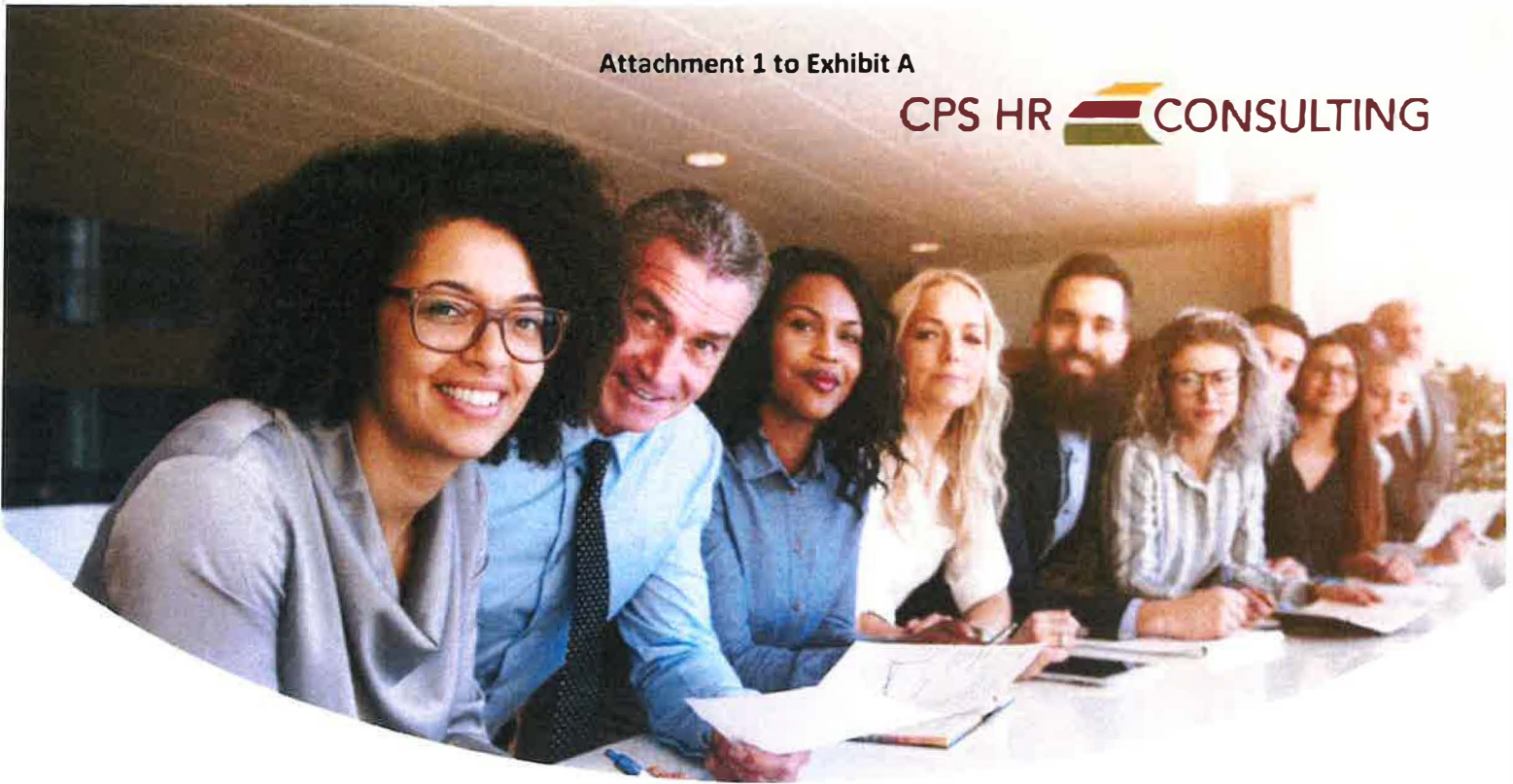
Date: _____

Exhibit A Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall provide the City of Fargo with Employee Engagement Services as detailed in the CPS HR proposal dated March 28, 2025 and included herein as Attachment 1 to Exhibit A.
2. **CLIENT RESPONSIBILITIES:**
 - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:
 - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **CPS HR PROJECT MANAGER:** Janelle Callahan jcallahan@cps-hr.us
4. **CLIENT PROJECT MANAGER:** Bethany Wiegman bwiegman@fargond.gov
5. **SERVICE FEES:**
 - a. For Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").

For Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates
 - b. Standard Services. CPS HR will invoice Client at the fixed fee rate \$15,860 billed in two equal installments for the Standard Services as detailed in Attachment 1 to Exhibit A.
 - c. Optional Services. CPS HR will invoice Client on a monthly basis at the rates listed in Attachment 1 to Exhibit A for the optional services as requested by the Client.
 - d. Payment. Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.



PROPOSAL

City of Fargo

Employee Engagement Services

3/28/2025

Submitted by:

Vicki Quintero Brashear

Chief of Client Services

CPS HR Consulting, 2450 Del Paso Road, Suite 220, Sacramento, CA 95834

P: 916-471-3481, vbrashear@cpshr.us

Tax ID: 68-0067209

www.cpshr.us

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March 28, 2025

Bethany Wiegman
Assistant Director of Human Resources
City of Fargo | Human Resources
Office: 701.476.4175

Submitted by email to: BWiegman@FargoND.gov

Dear Ms. Wiegman:

CPS HR Consulting is pleased to submit this proposal to the City of Fargo to provide this initial proposal for employee engagement services. A final proposal will be submitted with any options or services you select. CPS HR is a self-supporting government agency (joint powers authority) that specializes in addressing the unique challenges faced by other government agencies. We understand the context and environment of government and have been a trusted advisor to our public-sector clients for over 39 years.

The Institute for Public Sector Employee Engagement™, a division of CPS HR, has worked with hundreds of government agencies to design, administer, analyze the results of – and take action on – employee surveys. We recognize the importance of supporting the City's vision, mission, values and strategic planning. Our process creates actionable data to attract and retain talent and to enhance your ability to deliver consistently high-quality services to your community.

Contact Information	
Project Lead	Janelle Callahan, Principal Consultant, (916) 471-3381 or jcallahan@cpshr.us
Authorized Contract Representative	Vicki Quintero Brashear, Director of Products and Services (916) 471-3481; vbrashear@cpshr.us
Contracts	Dimple Patel, Contracts Manager, (916) 471-3363, dpatel@cpshr.us

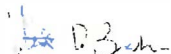
CPS HR offers:

A singular focus on the public sector, including an understanding of how to drive change in the unique environment of government;

- Team members with deep expertise in employee engagement;
- A proven model for measuring engagement and acting on the results;
- Engagement questions specifically designed for government;
- A customized survey to meet the needs of the City;
- National benchmark data from our survey of public- and private-sector employees; and
- A range of other services beyond the those covered in this proposal, including DEI services, classification/compensation studies, training, workload assessments, and more.

In the following pages, we have outlined our general approaches and methodologies in our service areas and provided pricing. CPS HR is flexible with the proposed work plan which may in turn change the proposed scope and costs contained herein. Should you have questions about this proposal, please contact Janelle Callahan.

Sincerely,



Vicki Quintero Brashear, Chief of Client Services, CPS HR Consulting

About CPS HR Consulting

ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name and DBA	Cooperative Personnel Services dba CPS HR Consulting
Headquarters	Location: 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 Mailing: 2450 Del Paso Road, Suite 160, Sacramento, CA 95834
Main Phone	(800) 822-4277
Regional Offices	20211 Guadalupe Street, Suite 260, Austin, TX 78705 9233 Park Meadows Dr #139, Lone Tree, CO 80124 1968 S. Coast Hwy # 961, Laguna Beach, CA 92651
Years in Business	39 years; established in 1985
# of FTEs	110
Type of Organization	Joint Powers Authority
Website	www.cpshr.us

CPS HR Consulting has been assisting organizations with their talent management needs since 1985 and is well-positioned and committed to meet your request to deliver these services to support your long-term objectives on matters pertaining to employee engagement. CPS HR's core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public agency, we also understand the need for innovative yet practical solutions. CPS HR can provide expertise that is unique because we share with our clients a common perspective. Few competitors in the industry can make this claim.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. With more than 110 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 2,700 government and public/non-profit clients throughout the United States and Canada in recent years.

Some of the ways we will meet and exceed the City requirements are:

- CPS HR has been and is regularly and continuously engaged in the business of providing organizational assessment and development services since 1985.
- CPS HR has a broad and diverse experience base working with persons of various educational, generational, and multicultural backgrounds.

- As a public agency ourselves, we understand the organizational challenges that cities and counties face. Our experience is focused on serving the HR/organizational needs of public sector clients.

Core Services

CPS HR believes in an integrated, systems-based approach to talent management and provides consulting in all the key areas listed below.



Joint Powers Authority

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a "Joint Powers Agreement" by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers "to discuss, study and solve common or similar problems with respect to modern human resource and related management processes."

Our Chief Executive Officer (CEO) reports to a Board of Directors representing diverse public sector agencies across the nation. The Board members are listed below.



BOARD OF DIRECTORS

Our board members represent a diverse group of public agencies and provides leadership, stewardship and guidance in helping CPS HR to achieve its mission and goals.



Linda Andal
HR Director,
City of Anaheim (CA)



Fernando Yañez
Exec Director of Classified HR, Hayward
Unified School District (CA)



Vincent Zamora
HR Director,
City of Las Vegas (NV)



Joanette Freeman
Deputy HR Director
County of Mecklenburg (NC)



Wade Childress
Chief HR Officer
Pinellas County (FL)



LaShon Ross
Deputy City Manager,
City of Plano (TX)



Joseph Hsieh
Personnel Services Manager,
County of Sacramento (CA)

The Institute for Public Sector Employee Engagement

CPS HR launched the Institute for Public Sector Employee Engagement in January 2017. The Institute is devoted to helping public-sector organizations measure and improve employee engagement. The Institute also conducts research to advance the state of knowledge on employee engagement. Over the years, the Institute has refined its approach and methodology by conducting hundreds of surveys and employee engagement related projects for government clients.

Project Team

The project team members will include Project Lead Janelle Callahan or Jose Gonzalez, and Senior Project Consultants Judy England Joseph, Belva Martin, or Lisa Bishop. If necessary, we will also assign additional consulting and administrative support staff.

Roles and Responsibilities

Project Lead	Main point of contact. Expert on survey content, process, analysis and results reporting.
Senior Project Consultant	Provides specialized support for leaders to aid in organizational improvement.
Director of Products and Services	Available to connect you with other services offered by CPS HR beyond the scope of the employee engagement initiative.

Project Leads

Janelle Callahan has her M.A. in Human Services Psychology and helped start the Institute for Public Sector Employee Engagement in 2017. Prior to joining CPS HR, she worked for the Partnership for Public Service, where she led the *Best Places to Work in the Federal Government* research. She also worked for the newspaper Education Week, and the Institute for Learning Innovation, and has **20 years** of experience conducting research and working with leaders to support the effectiveness of public institutions. Janelle is a Certified Human Capital Strategist and has published several articles on employee engagement. She is involved in local government and also served as a Planning Commissioner for the city of Shoreline, Washington. She currently lives in Deerfield, Massachusetts.

Jose Gonzalez is a dedicated public servant with over **seven years** of public service. Jose has a M.P.A. with a specialization in Employee-Employer Relations from California State University, Long Beach and holds a SHRM-CP designation from the Society of Human Resource Management. Before joining CPS HR, Jose held several human resource positions in both municipal government and school districts where he performed recruitment, selections, and employee-employer relations, interpreted collective bargaining agreements, performed reasonable accommodations and managed leaves, and led various projects in employee engagement and employee training. Jose currently resides in San Diego, California.

Senior Project Consultants

Judy England Joseph has more than **40 years** of public-sector experience managing human resources, conducting organizational studies, leading projects, implementing change and training leaders. Judy served as a Senior Executive in the U.S. Government Accountability Office (GAO) and was the Director of Housing and Community Development Issues. As Director of Research for the Partnership for Public Service, her portfolio included the Best Places to Work in the Federal Government rankings. Since 2017, Judy has worked with CPS HR's Institute clients providing training, coaching, and consulting services. Judy is based in the Washington, D.C. area.

Belva Martin has more than **40 years** of experience helping government organizations recruit, develop, and retain talent. Belva served as a Senior Executive and Director in the U.S. Government Accountability Office (GAO), and her portfolio included Human Capital Management, EEO, and Diversity issues. Belva is an International Coaching Federation certified coach and worked with over 75 executives and managers at The Brookings Institute Executive Education program. She has delivered over 200 hours in training to federal leaders and managers on topics such as building high-performing teams and resilience. Belva is based in the Washington, D.C. area.

Lisa Bishop has an MBA in Management and is an executive coach and trainer with CPS HR, with more than a **decade** of experience in non-profit, small business and corporate talent management, and expert in assessment, employee engagement, executive coaching, leadership development, change management, emotional intelligence, eLearning, training and facilitation. She has worked with numerous public sector and nonprofit clients of CPS HR since 2018, and previously she was an employee engagement consultant to Kaiser Permanente leadership on its Best Place to Work initiative. In addition, she is a Member of the International Coaching Federation (ICF), an Associate Certified Coach (ICF ACC), and a Certified Organizational Development Coach (ICF ACSTH). Lisa is based in the San Francisco Bay Area.

Additional Client Support

As a full-service HR consulting firm, we offer many other products and services. If you are in need of additional support, our Products and Services Director can assist you.

Vicki Quintero Brashear, Director of Products and Services, has almost **20 years** of human resources program experience which includes emphasis in the area of employment testing. Other areas of expertise with public agency clients include job analysis, standard setting, Subject Matter Expert panel facilitation, and test development and large-scale test administration. She is responsible for leading the Consulting Services Division as well as CPS HR's product development efforts.

We can provide more detailed résumés separately if requested.

Project Understanding

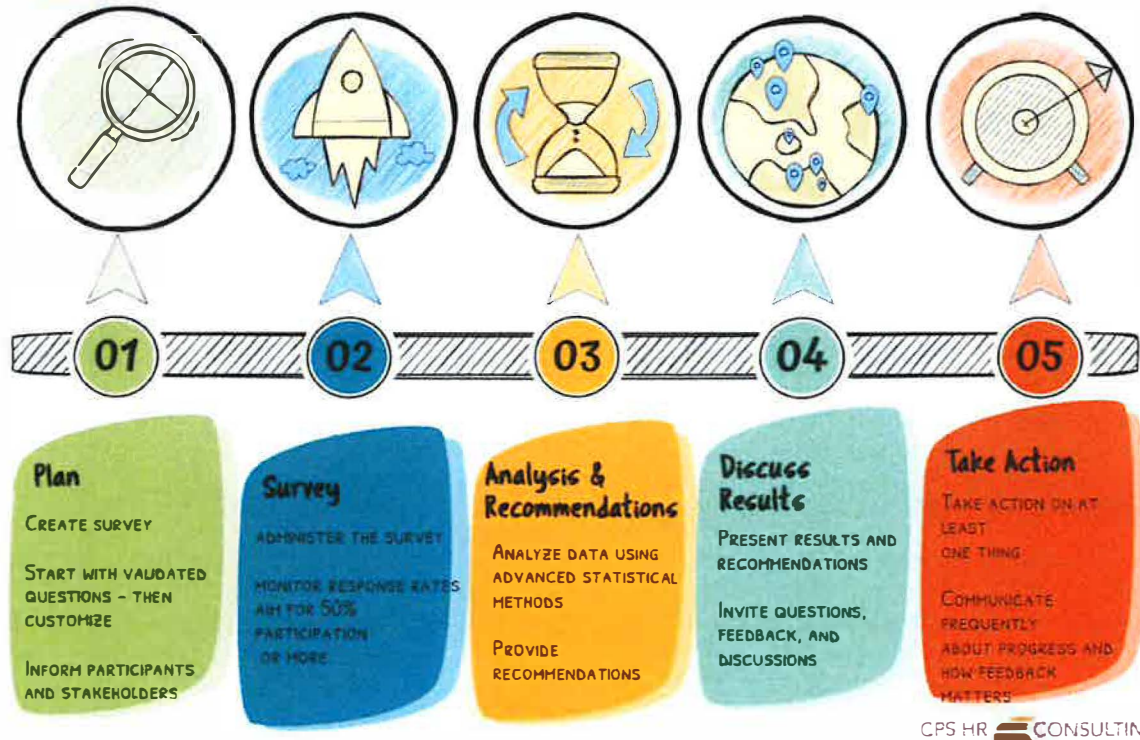
CPS HR understands that the City wants to survey its approximately 1,050 employees and is expecting services that incorporate leading employee engagement practices.

The City would like information on both the CPS HR Institute's standard survey services, as well as pulse surveys and optional services. Our understanding is that all City employees will be encouraged to participate, and will be able to complete the survey online, either through their computers, or smart phones.

Methodology/Approach

The CPS HR Institute for Public Sector Employee Engagement will adapt our employee engagement model, shown below, to meet the City's specific needs and requirements.

5 STEPS TO AN EFFECTIVE SURVEY PROCESS



We believe employee engagement can – and should – be measured. Government organizations should survey their employees to measure engagement levels, and to understand what drives engagement. Surveying employees is only the start, however. The real payoff is identifying and taking action to improve engagement. While there is no one-size-fits-all solution to building a high level of engagement, the CPS HR Institute for Public Sector Employee Engagement™ will leverage decades of research, experience, and insights to help guide the City on a path to improved engagement, as outlined in the model and description below.

Also, as described below, we will not simply apply our model as an off-the-shelf tool. Instead, we will adapt our approach to meet your specific needs and requirements, including offering a comprehensive survey question bank as the starting point for your survey. **Please note** that content is assumed to be an engagement survey with all participants receiving the same questions. This proposal does not include different questions for different groups of employees (e.g., branching/customized logic for internal customer satisfaction, or 360 assessments).

In each section below, we describe how we will deliver all required services. Because this will be a highly collaborative effort, we also identify what we propose the City's role will be in each phase.

1. Plan

After we have a solid understanding of the City's goals and critical issues, we will work with you to finalize the survey instrument and administration process. Our starting point will be the CPS HR Institute for Public Sector Employee Engagement Survey, carefully constructed questions to measure engagement specifically in the unique environment of the public sector. We developed the standard survey questions based on national public sector surveys (U.S., U.K., Canada, Australia) and decades of research on employee engagement. The question selection process included several rounds of polling with a national sample of U.S. government and private sector employees, followed by factor analyses, reliability testing, and validity assessments. We can also help develop questions of interest to the City. We will work with you to customize the survey to meet your needs.

Below, as an illustration, are the questions in our survey that comprise our engagement index. We focus on the employee's connection with the organization. We will work with the City to finalize the survey, including the demographic questions you decide to include.

Employee Engagement Index (five-point response scale: "strongly disagree" to "strongly agree")

- I would recommend my organization as a good place to work
- I am proud when I tell others I am part of my organization
- I feel a strong personal attachment to my organization
- My organization inspires me to do the best in my job
- I feel comfortable being myself at work
- My organization motivates me to help achieve its mission.

Optional: We will also develop and include up to three open-ended questions.

We also provide a range of benchmarks, including from our online national survey of the U.S. workforce that represents a wide range of industries/occupations and geographic locations. This dataset, available exclusively to our clients, will allow the City to compare its survey results (overall levels of engagement and question-by-question results) to the public sector as a whole; as well as to local government employees, the state and federal government workforces, and private-sector employees. Unlike many other engagement survey providers, we do not use our client data for benchmarks, and instead provide these high-quality benchmarks from our national poll.

In addition to our national benchmarks, we will create benchmarks specifically for the City. We provide an easy-to-use reporting tool for exploring your own trends for any surveys conducted by CPS HR, including engagement, DEI, and pulse surveys. **Please note:** that this proposal does not include re-analysis of past results or inclusion of any other survey results not conducted by CPS HR. If you have analysis needs outside of this scope, please let us know. We are happy to explore options to help.

In the section below, we describe the steps CPS HR's Institute will take to work with you to plan and conduct the survey and take action on the results. Unless identified as "optional," all the Institute steps described below are included in our standard package of services. Our optional services are listed and priced in the fee table at the end.

To design the survey, the Institute will:

- Provide our recommended survey questions as a starting point.
- Agree with the City on the questions to include in the survey, including demographic questions (e.g., age, tenure), as well as any information tracked in the contact file. The contact file may include up to six organizational or demographic variables tracked on the backend (i.e., the information is linked to the respondent so that they do not have to

answer the question in the survey). We generally recommend tracking organizational unit information only and allowing respondents to answer any demographic questions.

- **Optional:** Agree on up to three open-ended narrative questions to include in the survey.
- Provide our communication guide and template, which includes communication suggestions and FAQs, to serve as a basis for a comprehensive communication strategy across the City's workforce. **Please note** that the Institute will provide templates and advice, but the City will need to finalize any communications.
- Provide instructions for IT to "allow-list" our email invitations to ensure our emails are not diverted due to SPAM filters or network firewalls.
- Program the survey. **Please note** that this proposal assumes an English-only survey.
- **Optional:** We can provide survey translations in languages other than English. We collaborate with a professional language translation service to provide the highest quality translations. Our survey programming allows respondents are able to toggle back and forth between English and the other language.

The City will:

- Identify a single point-of-contact for the Institute who can make, or coordinate, decisions on this project.
- Work collaboratively with the Institute to finalize the survey, including deciding which demographic questions to include, as well as the open-ended questions to include.
- Decide on question-level breakout reports (e.g., departments/divisions). For smaller units, we will incorporate their results into City-wide report. **Please note:** All report needs must be identified at this initial stage. Results reports cannot be combined or changed after the survey is conducted.
- Provide an Excel file with accurate employee contact information (name, email address and organizational/work unit) for each employee. **Please note:** We need to receive the final contact file and approved survey template on the agreed upon due date. Any subsequent changes to this final contact list – such as additions, deletions or other edits – may incur additional charges at the rate of \$150/hour.
- Communicate to employees the cut-off date and who will be included in the survey (e.g., employees who started after the final contact file was submitted will not be included in the survey).
- Communicate about the upcoming survey by all-staff email and other forums (e.g., meetings, posters).
- Work with the City's IT staff to "allow-list" our email domain to ensure our email survey invitations with survey links are not rejected/SPAM filtered. Allow-listing is critical our process. The City's IT staff must advise us if there are any special limitations on emails. Delivery of emails may take some time depending on City IT security.

Conduct the survey kickoff presentations to leaders and employees

We will conduct a survey kickoff presentation with employees and any stakeholders you designate. We will also brief City leaders in advance of the employee kickoff presentation. Any live presentations may be recorded and shared by the City. If requested, the Institute may provide a brief (5-minute) Microsoft Teams recording in lieu of a live presentation.

During the leadership kickoff presentation, we will discuss the survey process. We will cover what engagement is, why it matters (the business case for engagement), and actions that other public-sector organizations have taken to improve engagement.

For the employee kickoff presentation, we will explain the process and emphasize that individual employee survey responses will be confidential. For both presentations, we will communicate the importance of achieving a high response rate.

Responsibilities to prepare for, and conduct, these meetings are as follows:

The Institute will:

- Review background information (e.g., strategic plan/goals) to inform the meeting agenda.
- Work collaboratively with the City to set the agenda.
- Conduct the leadership kickoff presentation, which will focus on what engagement is, the business case for improving engagement, examples of actions taken by other public-sector jurisdictions, and the process the Institute and the City will use to conduct the survey and act on the results.
- Conduct the employee kickoff presentation, which will focus on what engagement is, the survey process, and confidentiality.
- **Optional:** Conduct the kickoffs in person, at an additional cost.

The City will:

- Schedule the meetings, including inviting key leaders and other critical staff.
- Provide background information and feedback to help finalize the agenda.

2. Survey Employees

To administer the survey, the Institute will:

- Program and test the survey in Alchemer, our online survey administration platform. On request, we can provide technical information/specifications on the survey platform. **Please note:** if required, we can provide a 508-compliant accessible survey for respondents. Some survey question types, or administration techniques may not be possible if the survey must meet high accessibility standards.
- Send an email invitation with the survey link to all 1,050 City employees, and also (as an option, if needed) provide a file with paper invitations for about 100 employees without City email addresses. Employees will be able to access the survey through desktop computers, mobile devices and smartphones. In the invitation, we will emphasize that each employee's responses will be confidential. We assume all employees who have access to email or the paper invitation will be able to complete the survey online. **Please note:** This proposal does not include a paper survey option. If paper surveys or other options are needed, please let us know. We are happy to explore alternatives with you.
- Provide an email address for employees to contact CPS HR's Institute with questions or technical problems.
- Monitor and report on response rates during the survey period, and answer employee technical questions via email. CPS HR's Institute will provide two detailed response rate reports while the survey is being administered, and a final response rate report after the survey closes.
- Send reminder emails to employees who have not yet responded during the survey period.

The City will:

- Encourage employees to participate and, if necessary, answer any non-technical employee questions.
- If necessary, make arrangements (e.g., laptops or kiosks) for employees to complete the survey online.

3. Analysis and Recommendations

Our analytical approach applies a range of methods to identify strengths, opportunities for improvement and recommended actions. The CPS HR Institute will deliver a summary of findings

report that includes City-wide summary scores for level of engagement (i.e., percent of employees who are fully engaged, somewhat engaged, and not engaged).

The Institute will also provide our proprietary benchmarks for overall engagement levels as well as for the individual questions in our survey. These benchmarks are for internal City use, to compare the views of City employees to other public- and private-sector employees, including in local government.

We will also provide more detailed question-by-question results (i.e., percent positive, neutral and negative) for the City overall, and for the breakouts (e.g., departments) through our online tool. The tool will allow you to review, sort and drill down on questions, compare results with various benchmarks, and download the results to Excel or PDF. **Please see the Appendix for online report samples.**

Key Driver Analysis

The Institute will use regression analysis to identify the questions that have the largest impact (i.e., the key drivers) on the City's engagement score, provided there are at least 100 responses. We will provide one key driver analysis for the entire City.

- **Optional:** We can provide additional key driver analyses for any department with at least 100 responses.
- **Optional:** We can add the City's key driver analysis weights to any department's report. The department would "inherit" the City's weights to see the importance, but it would still have their department scores (how positive or negative). For example, a high importance question might be in the "improve" quadrant for one department (if it is also more negative), and in the "maintain" quadrant for another department (if it is also more positive).

Stay/Leave Differentiators

The Institute will use logistic regression analysis to identify any questions with the largest differences between those who say they plan to stay compared with those who say they plan to leave, provided there are at least 100 responses. We will provide one stay/leave analysis for the entire City.

Open-Ended Questions

- **Optional:** For the three open-ended questions, we will compile and report on the responses from the open-ended (verbatim) survey questions. **Please note** that we will report these open-ended responses un-edited, except we will redact names/self-identification only. Our reporting will not include qualitative or content analysis of the written responses.

Recommendations

The Institute will also offer City-wide recommendations to take action on key questions from our resource library. These will range from no-cost quick wins to more comprehensive solutions. Our

recommendations will be supplemented by lists of resources that include tools, templates, checklists, guides, videos, articles and even books on each key issue.

The Institute will:

- Prepare an Executive Summary with the main findings and recommendations.
- Provide access to our dynamic, online reporting tool that will allow the City to conduct deep dives into question-level results for the City overall, and for each of the breakout groups.
- Produce a City-wide overview PowerPoint report.
- Conduct one key driver analysis to determine which survey factors and questions have the largest impact on City-wide employee engagement score.
- Conduct logistic regression analysis to determine which survey questions show the largest differentiation between those who plan to stay compared with those who plan to leave the City.
- **Optional:** Report the raw open-ended survey question responses with only names redacted.
- Recommend specific actions to improve employee engagement from our recommendations library, linked to City overall survey results.
- **Optional:** At an additional cost, provide recommendations for action for the organizational units identified for breakout reports. These recommendations will be based on the unit results compared to the overall City results.
- **Optional:** Conduct additional key driver analyses for any units with at least 100 responses.
- **Optional:** Add the City's overall key driver weights to a breakout report.

The City will:

- Share the overall results and describe next steps to employees.
- Help protect the Institute's proprietary benchmarks.
- Complete our report access file to identify leaders who need access to the survey results reports. **Please note** that we prefer to grant access for all the identified leaders at one time. We also assume that only leaders involved in action planning will need access to the online tool reports.
- **Please note:** if any 508-compliant reports are required, the City will be responsible for converting any PowerPoint or PDF deliverables to meet its specific needs. The online reporting tool is not 508-compliant because it is dynamic and interactive.

4. Discuss Results

We believe it is important to share results with employees as soon as possible after the survey closes. Therefore, we will work with you to plan how and when to share overall results with employees. We recommend sharing City-wide results with employees within six weeks of the survey closing date, if possible, and breakout results (e.g., departments) soon after you release City-wide results.

Our Project Lead and/or Senior Project Consultant will present the City's overall results in a webcast. On request, we will brief City leaders in advance of a presentation to all employees. Any presentations may be recorded by the City and shared with employees. If requested, the Institute may provide a brief recording in lieu of a live presentation.

Our analysis and reporting will reveal potential areas for the City to focus on to improve employee engagement. Due to the large amount of data and reports that we will deliver, we can help the

City understand and take action on the survey results, and drill down on the survey results to identify strategies for taking action and improving engagement.

Customized Results and Recommendations Sessions for Leaders

Optional: We can offer each department leader (or designee) a customized 1-hour meeting where we will orient them to our online reporting tool, discuss their results, and identify, in consultation with them, the survey questions they may wish to act on. After this meeting, we will send each leader a customized action plan report with a set of possible next steps for each question.

Individualized attention to a department leader's results, combined with our extensive experience advising on action planning, will enable leaders to quickly implement meaningful actions in response to the survey results. An important factor in any engagement initiative is to show employees that their time spent taking the survey was worthwhile because leaders listened and responded to their feedback.

The Institute will:

- Present results in a webcast.

The City will:

- Schedule any presentations or meetings, including inviting key leaders and other critical staff.
- Designate any participants for optional services, if held, coordinate scheduling and resources, and provide information and instructions to prepare for the sessions.

Other effective ways to follow up on survey results are to have focus groups or feedback sessions. Although focus groups and feedback sessions are typically conducted after a survey, sometimes an organization may want to obtain detailed employee feedback before a survey. If you have need of focus groups and feedback sessions for any reason, we are happy to discuss options.

Employee Focus Groups

These sessions allow small groups of employees to provide candid feedback on key areas highlighted in the survey results as important to the engagement of City employees. We will conduct the sessions over the course of a week, sort the responses into categories and summarize the results in a PowerPoint slide deck. Focus groups provide a deep level of information and connection since they are conducted in a confidential manner with small groups of 6 to 8 employees.

Employee Feedback Sessions

These sessions allow for a large number of employees to discuss and build upon each other's ideas. These sessions utilize an interactive facilitation method. Employee groups of 4 to 5 will sit at tables for approximately 20-30 minutes to discuss and write responses to questions. Then employees will disperse to another table to share and build upon ideas. Sessions typically include 30 to 40 employees total and are approximately 3 hours. After the sessions, we will prepare a PowerPoint with a summary of recommendations. Feedback sessions differ from focus groups in that information is gathered in an open forum over a short period of time.

The Institute will:

- **Optional:** At additional cost, plan and conduct remote (or in-person) focus groups (90-minute sessions each, with 6 to 8 employees per group) to drill down on the results and develop recommendations from employees. We will then submit a summary PowerPoint report on these discussions with recommended next steps.
- **Optional:** At an additional cost, plan and conduct employee feedback sessions with a large group (30 to 40 employees). Each session is approximately 3 hours. Following the feedback session, we will provide a summary PowerPoint report and recommendations.
- **Optional:** Scheduling support for focus groups or employee feedback sessions. The City will need to email or announce the sign-up process created by CPS HR's Institute. If a specific group of employees is needed (e.g., supervisors), the City will need to help ensure that any sign-up links are shared with the right employees. A minimum of three business days is required to set up Bookings sign-up links. We recommend having at least three weeks for promotion of the sessions and employee sign up.

The City will:

- Identify any implementation concerns and how the Institute may help.
- Schedule any presentations, meetings, or focus groups including inviting key leaders and other critical staff.
- Designate any participants for optional services, if held, coordinate scheduling and resources, and provide information and instructions to prepare for the sessions.

5. Take Action

We encourage the City to take action on at least one survey finding. Communicate progress and let employees know that it was their feedback that led to the change.

Most organizations we work with take action on one or two organization-wide issues, and then also ask each department leader to take action on one or two issues in their department. If any City leaders need additional support implementing their action plan, we can provide support.

Action Planning Workshops for Leaders

This structured workshop will help your leaders discuss key survey results and begin to develop action plans. We will provide templates and discuss common challenges. Following the workshop, leaders will need to finalize their own action plans.

Action Planning Implementation Support for Leaders or Teams

For additional support, we assist individual leaders or teams with developing and implementing action plans. Our Senior Consultant will plan a series of five meetings to set goals for the action plan, discuss concerns, and provide guidance.

The Institute will:

- **Optional:** At additional cost, plan and conduct remote (or in-person) action planning workshops (two hours in length each, with up to 20 participants each) with designated by City leaders and implementation teams to help develop specific actions to address issues identified in the survey.
- **Optional:** Implementation support services for individual leaders or teams.

The City will:

- Decide on the actions to improve employee engagement.
- Identify any implementation concerns and how the Institute may help.
- Schedule any presentations, meetings, or focus groups including inviting key leaders and other critical staff.
- Designate any participants for optional services, if held, coordinate scheduling and resources, and provide information and instructions to prepare for the sessions.

Qualifications

CPS HR's Institute frequently works with government organizations across the nation to design and administer employee surveys on engagement, strategic planning, performance management, training needs, and customer service. Our experts have enabled public-sector organizations, including cities, to survey workforces of more than 10,000 employees. Some examples include:

- Alameda County, CA Water District – 2018, 2021
- Association of California Water Authorities – 2019, 2021
- Bend, OR Parks and Recreation – 2022
- City of Corvallis, OR – 2017, 2020
- City of Henderson, NV – 2018, 2019, 2020, 2022, 2024
- City of Houston, TX – 2023
- City of Memphis, TN – 2017, 2018, 2019, 2020, 2024
- City of Norfolk, VA – 2021, 2023
- City of Rancho Cucamonga, CA – 2017, 2021
- City of Riverside, CA – 2018, 2021
- City of Rochester, MN – 2019, 2022, 2023, 2024
- City of San Antonio, TX – 2018, 2019, 2023
- City of Ventura, CA – 2019, 2020, 2022, 2024
- County of Los Angeles, Department of Human Resources – 2019
- County of Roanoke, VA – 2019, 2023
- County of San Diego, CA – 2022, 2024
- County of Steuben, NY – 2021, 2023
- Dallas Area Rapid Transit – 2018, 2021, 2023
- Fairfax County, VA Department of Public Works – 2018, 2020

- Los Angeles County, CA Employee Retirement Agency – 2021
- Pinellas, FL Suncoast Transit Authority – 2018, 2019, 2022
- School Employees Retirement System of Ohio – 2021, 2023
- State of CA Environmental Protection Agency – 2020
- State of CA Legislative Analyst's Office – 2021, 2022, 2023, 2024
- Texas Municipal Retirement System – 2018, 2019, 2022
- Zone 7 Water Agency, CA – 2021, 2022

We can provide specific references on request.

Schedule and Fees

To deliver exceptional service and successfully conduct the engagement survey, we propose the timeline of activities listed in the table below. Our schedule will enable us to work with the City to conduct the survey, deliver results reports, support you to develop an action plan and implementation strategy, act on the plan, and evaluate progress. This schedule will require close communication between the City and the CPS HR Institute, as well as timely City feedback and approval on survey stages and products.

After we have a signed contract, our Project Lead will provide a list of potential project timelines available and agree on a target survey launch date. Next, once we agree on the survey questions, and receive the City's list of employees with valid email addresses, we can launch the survey in approximately four weeks. The timeline also incorporates a three-week period for employees to complete the survey, and approximately four weeks to analyze results and prepare reports.

Possible survey launch dates in June/July 2025 include:

Final Files Due to CPS HR	Survey Launch Date	Survey Close Date	Report Due Date
5/9/2025	6/9/2025	6/27/2025	7/28/2025
5/16/2025	6/16/2025	7/7/2025	8/5/2025
5/23/2025	6/23/2025	7/11/2025	8/11/2025
6/6/2025	7/7/2025	7/25/2025	8/25/2025
6/13/2025	7/14/2025	8/1/2025	9/2/2025
6/20/2025	7/21/2025	8/8/2025	9/8/2025
6/27/2025	7/28/2025	8/15/2025	9/15/2025

CPS HR will complete each survey (standard or pulse) for a fixed fee. The included services package is listed below (columns in red). We also list costs for additional optional services (columns in blue). Travel and materials are included in all fixed fees. We will bill one-half of the survey total after the survey closes, and the remaining amount after we submit reports. We will bill any optional services after we deliver them.

After the City decides on the services it wishes CPS HR to provide, we will provide a revised proposal that includes a final list of all services and the total cost. This revised proposal will serve as the final scope of work and budget to include in the contract.

CPS HR will honor this price quote for 90 days from the date of this proposal. We will be happy to discuss adjustments to this work plan that may also result in adjustments to our cost proposal. The fixed fees would apply for any repeat surveys (standard or pulse) through December 31, 2028, if the amounts are included in our 2025 agreement.

Standard Survey and Pulse Survey Packages – Fixed Fee

The standard survey package includes kickoff and results presentations, approximately 70 questions in the survey, one key driver analysis, one recommendations report, and up to 25 breakout reports. The pulse survey package includes approximately 20 questions in the survey and up to 25 breakout reports. Pulse surveys typically include perceptions of changes made since the last survey, follow-up questions of interest to the City, or customized topical questions. The pulse survey package does not include kickoff or results presentations, a key driver analysis, or a stay/leave analysis.

Phase	Standard Survey Included Services	Optional Services	Optional Services Costs
1. Plan (Weeks 1 – 6)	<ul style="list-style-type: none"> Tailor and finalize the survey (about 70 questions) and process Develop survey plan and milestones Provide communication guide Conduct one webcast kickoff presentation for leaders Conduct one webcast kickoff presentation for employees 	<ul style="list-style-type: none"> Conduct additional kickoff presentations (webcast) Conduct in-person kickoff presentation (instead of webcast) Provide translation of survey in a language other than English Include up to 3 open-ended questions 	<p>\$450/meeting</p> <p>See Additional Services</p> <p>\$1,200/per language</p> <p>\$890</p>
2. Survey Administration (Weeks 6 – 8)	<ul style="list-style-type: none"> Launch survey by sending email invitations with individual survey links to 1,050 employees Monitor response rates and send 3 response rate reports Send email reminders to employees Answer employee technical questions via email 	<ul style="list-style-type: none"> Paper password invitations (up to 100) 	<p>\$580</p>
3. Analysis and Recommendations (Weeks 9 – 14)	<ul style="list-style-type: none"> Provide an Executive Summary with the main findings and recommendations Provide results reports (and summary of findings PowerPoint and <u>up to 25</u> question-level reports) Provide 1 City-wide key driver analysis Provide 1 City-wide stay/leave analysis Provide recommendations for action for the City overall 	<ul style="list-style-type: none"> Key driver weights added to up to 25 question-level reports Additional key driver or stay/leave analyses Additional question-level results reports Additional recommendations reports 	<p>\$500</p> <p>\$650/each</p> <p>\$100*/report</p> <p>\$150/report</p>

Proposal to the City of Fargo
Employee Engagement Services

Phase	Standard Survey Included Services	Optional Services	Optional Services Costs
4. Discuss Results (Week 15)	<ul style="list-style-type: none"> • Present results via webcast 	<ul style="list-style-type: none"> • Conduct additional results presentations (webcast) • Present results in person (instead of webcast) • Conduct and report on focus groups (<i>confidential with small groups</i>) and deliver summary PowerPoint report • Conduct and report on feedback sessions (<i>large group in an open forum</i>) and deliver summary PowerPoint report 	<p>\$450/meeting</p> <p>See Additional Services</p> <p>See Additional Services</p> <p>See Additional Services</p>
5. Take Action (Weeks 16 – 24)	N/A	<ul style="list-style-type: none"> • Conduct one action planning workshop • Implementation support for an individual leader (5 remote meetings) 	See Additional Services
Total	\$15,860	Total	TBD**

* Additional analysis (e.g., new combinations of results) after the survey is conducted is not included.

**All services listed are "Optional Services" and the City may determine from the list which items they desire to include as priced accordingly. The City is under no obligation to use the optional services shown here.

Proposal to the City of Fargo
Employee Engagement Services

Phase	Pulse Survey Included Services	Optional Services	Optional Services Costs
1. Plan (Weeks 1 – 6)	<ul style="list-style-type: none"> Tailor and finalize the survey (about 20 questions) and process Develop survey plan and milestones Provide communication guide 	<ul style="list-style-type: none"> Include up to 3 open-ended questions Provide translation of survey in a language other than English 	\$890 \$1,200
2. Survey Administration (Weeks 6 – 8)	<ul style="list-style-type: none"> Launch survey by sending email invitations with individual survey links to 1,050 employees Monitor response rates and send 3 response rate reports Send email reminders to employees Answer employee technical questions via email 	Paper password invitations (up to 100)	\$580
3. Analysis and Recommendations (Weeks 9 – 14)	<ul style="list-style-type: none"> Provide an Executive Summary with the main findings and recommendations Provide results reports (summary of findings PowerPoint and <u>up to 25</u> question-level reports) Provide recommendations for action for the City overall 	<ul style="list-style-type: none"> Deliver additional breakout reports* Deliver additional recommendations reports 	\$100/report * \$150/report
4. Discuss Results (Week 15)	N/A	<ul style="list-style-type: none"> Conduct and report on focus groups (<i>confidential with small groups</i>) and deliver summary PowerPoint report Conduct and report on feedback sessions (<i>large group in an open forum</i>) and deliver summary PowerPoint report 	See Additional Services
5. Take Action (Weeks 16 – 24)	N/A	<ul style="list-style-type: none"> Conduct one action planning workshop Implementation support for an individual leader (5 remote meetings) 	See Additional Services
Total	\$9,860	Total	TBD**

* Additional analysis (e.g., new combinations of results) after the survey is conducted is not included.

****All services listed are "Optional Services" and the City may determine from the list which items they desire to include as priced accordingly. The City is under no obligation to use the optional services shown here.**

Additional Services – Time & Materials

For any Additional Follow-up Support Services, CPS HR will bill the City on a time and materials basis each month for work completed and reimbursable fees for travel expenses. A time and materials cost structure afford the greatest flexibility to the City in determining the number of sessions, focus areas, and level of support. Below you will find tables that outline estimated hours and costs.

Service	Estimated Hours*	Approximate Cost**
In-person Kickoff or Results Presentations or Meetings	4 hours for one presentation (2 hours preparation, 1 hour delivery, 1 hour follow-up meeting on-site)	\$780
Employee Focus Groups	30 hours for three focus groups	\$5,850
Employee Feedback Session <i>Two consultants may be needed for large groups or multiple sessions. Must be in-person.</i>	20 hours for one session – up to 40 attendees (10 hours preparation, 2-hour delivery, 8 hours for notes and follow-up meetings)	\$3,900
Employee Sign-up Support	10 hours	\$1,310**
Action Planning Workshop for Leaders	15 hours for one session (On-site or remote)	\$2,925
Action Planning Implementation Support Services for Leaders	10 hours for a series of 5 meetings (On-site or remote)	\$1,950
Results Discussion and Customized Recommendations Report for a Leader	2 hours (1-hour meeting and 1 hour for prep and follow-up) (On-site or remote)	\$390

**Final number of estimated hours depends on the City's specific needs, such as number of planning or follow-up meetings required, number of focus groups or sessions, or number of presentations.*

***Assumes minimum hours with a Senior Project Consultant unless otherwise noted. The actual cost will depend on specific needs and staffing.*

Staff Member	Hourly Rate
Senior Project Consultant	\$195
Principal Consultant	\$151
Senior Consultant	\$141
HR Consultant/Program Coordinator	\$115
Administrative Technician/Associate HR Consultant	\$100
Office Assistant	\$95

The City may alternatively desire to encumber a maximum spending amount (for example, \$5,000) and draw down on the cap for various tasks on an ad hoc basis based on the City's

priorities. For example, three (3) employee focus groups and sign-up support could be conducted within approximately 40 hours at the Senior Consultant and Administrative Tech rates.

Reimbursable Expenses

Most work is expected to be delivered mostly remotely, but if travel is necessary, the City will reimburse CPS HR at cost to include air travel, ground transportation, lodging, and meals per government rates. Travel time from door-to-door would be billed at 75% of the consulting rate. CPS HR recommends adding **\$5,000 in expenses**, as needed, and the City will only be billed monthly after an expenditure has been incurred.

Suggested Total

The City may choose any options, including the lowest-cost service of one pulse survey. The following table presents a comprehensive set of services suggested by CPS HR. If possible, it is advantageous to include a follow-up survey and additional services. The City is under no obligation to use all services in a contract.

2025 Employee Survey – Standard (Fixed Fee)	\$15,860
2026 Employee Survey – Pulse (Fixed Fee)	\$9,860
2025 or 2026 Survey Options (Comments or Additional Reports)	\$1,780
Additional Services (Time & Materials)	\$6,000
Reimbursable Expenses	\$5,000
Suggested Not-to-Exceed Total	\$38,500

Appendix – Online Report Samples

Our online tool will allow you to compare your results with our national benchmarks, plus a benchmark we will create for the City overall and pulse survey results (i.e., to allow departments/supervisors to analyze their results compared to the overall City-wide results). The tool will allow you to easily select and view any benchmark gap, defined as the difference in the percentage of positive responses, and download results to PDF or Excel.

Sample Breakout Report Views with 10 or More Responses

This could be a report for a department or supervisor with 10 or more responses – includes levels of engagement and demographic drill-down expansions.

SAMPLE BREAKOUT REPORT - 10 OR MORE RESPONSES

> LEVEL OF ENGAGEMENT

Overall - Sample Breakout Report - 10 or More Responses



What is your gender?

1. Male



2. Female



SAMPLE BREAKOUT REPORT - 10 OR MORE RESPONSES

Level of Engagement Report

Responses 460

Benchmark Government Sector Group by None

QUESTION	NEGATIVE	NEUTRAL	POSITIVE	MEAN	GAP
I like the kind of work I do	5.5%	11.4%	83.2%	4.21	-5
I know what is expected of me on the job	11.1%	10%	78.9%	4	-12
My job makes good use of my skills and abilities	19.2%	14.6%	66.2%	3.7	-14

SAMPLE BREAKOUT REPORT - 10 OR MORE RESPONSES › QUESTION #1



Question #1:

I like the kind of work I do

Weight:

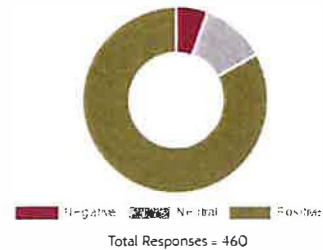
—

Gap: ②

Government Sector: -5

Private Sector: -5

State Government: -2



Expand by

How long have you worked in your current position?



A. Less than 1 year



B. 1 to 4 years



Action Plan Recommendations Reports

Our reports will also enable the City and its departments to identify the specific questions to focus on in action planning. We will provide customized recommendations reports for the City overall and for any of the breakouts (as an option). Our recommendations are based on 1) the questions identified as most important in the key driver and stay/leave analyses; or 2) the questions with the largest negative benchmark gaps (i.e., between the department/unit breakout and the City overall). Our online tool also allows users to enter, save and share notes.

Here is an example of recommendations and resources from our recommendations library for a survey question in the “Leadership and Managing Change” survey category.

Survey Question:

"When changes are made in my organization, they are usually for the better"

Understanding the Question

Change can create uncertainty and anxiety for employees. This can be particularly true if employees don't feel changes are communicated or managed well, or don't understand why the change is good for them or the organization. Employees will be less apprehensive about change if they believe that changes are positive.

Thought Starters

- Have there been recent changes that employees may be responding to?
- What approaches does the organization use to manage and communicate about changes?
- Do managers/supervisors understand their role in communicating about, and help employees adapt to, changes?
- Was there a recent change initiative that went well? What did you learn?
- Was there a recent change initiative that didn't go well? What did you learn?

Action Plan Steps

- Develop, communicate and implement a standard change management process.
- Ensure that managers/supervisors understand their key role in communicating about, and implementing, change.
- Help managers/supervisors develop (e.g., through training, coaching, and feedback) develop communication skills.
- Organizations can't over-communicate. Create a communication plan for major changes and then communicate early and often about the changes. Emphasize the reasons for the change.
- Because different employees respond to different forms of communication, use a variety of communication media (e.g., email, meetings, forums, FAQs, posters, website).
- Pay particular attention to reaching out to employees who are more difficult to reach (e.g., who work in the field or on different shifts).
- As much as possible, involve employees in the change process (e.g., solicit their opinions before making changes). If employees feel that their opinions are heard they may be less likely to resist change.

 **Take Action**

Add Notes:



 **Save Notes**

Sample Resources

Leadership and Managing Change

Guides, Templates, Checklists, and Other Resources

- Prosci. "Resource Center: Explore Our Change Management Resources." Retrieved from <https://www.prosci.com/resources>
- Society for Human Resource Management. "Managing Organizational Change." Retrieved from <https://www.shrm.org/resourcesandtools/tools-and-samples/toolkits/pages/managingorganizationalchange.aspx>
- Ramos, D. (2016, December). "Free Change Management Templates." *Smartsheet*. Retrieved from <https://www.smartsheet.com/free-change-management-templates>
- Template. "Communication Strategy Template - 11+ Word, PDF, Documents Download." Retrieved from <https://www.template.net/business/word-templates/communication-strategy-template/>

Videos

- TED (2010, May 10). "How great leaders inspire action | Simon Sinek." *YouTube*. Retrieved from <https://www.youtube.com/watch?v=gq0HIF3Sfl4>
- Kauffman Founders School (2014, July 23). "Leadership and Motivation: Motivating by Autonomy." *YouTube*. Retrieved from <https://www.youtube.com/watch?v=nnc1hmZLwOY>
- Lyon, A. (2017, May 30). "Leading by Example." *YouTube*. Retrieved from <https://www.youtube.com/watch?v=WtfnP0c5uPo>
- McKinsey LD (2014, May 20). "McKinsey on Change Management." *YouTube*. Retrieved from https://www.youtube.com/watch?v=k69i_yAhEcQ

Articles

- Lavigna, R. (2017, January). "Political Transitions - A Unique Opportunity to Focus on Employee Engagement." *PA Times*. Retrieved from <http://patimes.org/political-transitions-a-unique-opportunity-focus-employee-engagement/>
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24

Memorandum

DATE: May 12, 2025
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building extension request at 1011-1013 University Dr N

Background:

The structures at 1011-1013 University Drive N were declared "Dangerous Buildings" during the regular meeting of the City Commission on July 8, 2024. The structures (garage and residence) were ordered removed or cured by September 6, 2024. At its November 12, 2024, meeting, the Board of City Commissioners approved an Agreement and Amendment to the Findings of Fact, Conclusions and Order which carried the stipulation that engineered structural repairs must be completed by November 25, 2024, and a Certificate of Occupancy be obtained no later than April 30, 2025. The owners, Terry L. Tegtmeier and Linda S. Tegtmeier, did obtain the permit to repair before the deadline but were unable to finish the engineered structural repairs by November 25; however, the repairs were completed shortly thereafter, so at its December 23, 2024, meeting, the Board approved a second amendment reflecting that extension.

On April 28, 2025, Mr. Tegtmeier submitted a written request citing unforeseen circumstances beyond his control that had delayed the completion of the required work. As a result, he requested an extension to complete the repairs and obtain a Certificate of Occupancy by October 31, 2025. The Tegtmeiers have made significant progress and have also elected to undertake additional improvement to the structures. The Inspections Department supports the request and recommends approval of the extension.

RECOMMENDED MOTION: To approve the Agreement and Third Amendment to the Findings of Fact, Conclusions and Order to allow Terry L. Tegtmeier and Linda S. Tegtmeier to complete all repairs and obtain a Certificate of Occupancy no later than October 31, 2025.

April 28, 2025

Ladies and Gentlemen of the Fargo City Commission:

I am writing to request an extension of the time allowed to submit a Certificate of Occupancy for the duplex located at 1011/1013 N Univ. Dr. in Fargo, as allowed by item #8 of the rehabilitation agreement.

Due to delays caused by the electrical contractor and Xcel during the installation of new electrical and gas services, these primary services were not restored until the end of March. Without these services, we were unable to heat the building to facilitate taping and texturing of sheetrock, painting and flooring upgrades.

While we have completed the recommendations proposed by the structural engineer, including the basement wall reinforcements, adding supports to load carrying beams in the basement and the addition of dirt along the exterior basement walls to improve the drainage away from the structure. We have continued to make improvements to the exterior of the building, including re-shingling the sunroom on the south side of 1011 along with starting the installation of a retaining wall for the basement exit on that same side of building.

I believe that if we are allowed to submit the Certificate of Occupancy by October 31 of 2025, this will allow sufficient time to complete all improvements to the building.

Sincerely,

Terry L. Tegtmeier
Owner

A handwritten signature in black ink, appearing to read "Terry L. Tegtmeier", with a stylized flourish at the end.

THIRD AMENDMENT
TO THE FINDINGS OF FACT, CONCLUSIONS AND ORDER

This **THIRD AMENDMENT**, by Agreement by and between the city of Fargo, a North Dakota municipal corporation (hereinafter “City”) and Terry L. Tegtmeier and Linda S. Tegtmeier (hereinafter “Tegtmeier”), contract for deed owners of the Property located at 1011/1013 University Drive North, Fargo, ND 58102, hereby amends the **FINDINGS OF FACT AND CONCLUSIONS AND ORDER** of the Board of City Commissioners of the City of Fargo (hereinafter “the Board”) approved July 22, 2024, a copy of which is attached hereto and made a part hereof, as *Exhibit 1*, for the property located at 1011/1013 University Drive North, Fargo, ND 58102 (hereinafter “Property”).

WHEREAS, on November 12, 2024, City and Tegtmeier entered into an Agreement that amended the Findings of Fact and Conclusions and Order, attached hereto as *Exhibit 2*, which allowed Tegtmeier additional time to complete all repairs and rehabilitate the basement of the Property no later than November 25, 2024, and to obtain a Certificate of Occupancy by April 30, 2025;

WHEREAS, Tegtmeier received the permit to cure the structural deficiencies on Friday, November 22, 2024, but could not feasibly complete the repairs over the weekend before the deadline on Monday, November 25, 2024; however, the engineering structural repairs were completed shortly thereafter on December 2, 2024, and therefore Inspections Director Shawn Ouradnik recommended, and the Board approved at its December 23, 2024 meeting, a second amendment to the Findings of Fact and Conclusions and Order, attached hereto as *Exhibit 3*, to reflect the extension of the November 25, 2024 deadline to December 2, 2024;

WHEREAS, Tegtmeier recently submitted a written request for additional time to obtain a Certificate of Occupancy, attached hereto as *Exhibit 4*, extending the deadline of April 30, 2025, to October 31, 2025;

WHEREAS, Inspections Director Shawn Ouradnik has reviewed Tegtmeier's written request and recommends approval, citing the substantial work completed on the Property and the unforeseen circumstances beyond Tegtmeier's control that have caused delays in completing the work and obtaining a Certificate of Occupancy by April 30, 2025;

WHEREAS, the Board of City Commissioners, pursuant to a recommended motion from the Inspections Director on its May 12, 2025, meeting, agreed to consider such extension and amendment contingent on an agreement between City and Tegtmeier that the Property be rehabilitated and a Certificate of Occupancy be obtained on or before October 31, 2025.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions, stated herein, the parties hereto agree as follows:

1. Tegtmeier agrees and understands that the dangerous building designation shall remain until such time as the Inspections Director determines such designation is no longer necessary, based on the amount of rehabilitation completed.
2. Tegtmeier understands and agrees that they may demolish the Property with proper permits, at their own cost, if they ultimately determine the Property cannot be rehabilitated and made code compliant, in the opinion of the Building Official, any time before October 31, 2025.
3. Tegtmeier waives any and all claims, known or unknown, against the City, in exchange for the extension and opportunity to rehabilitate the Property which has legally been determined to be a dangerous building by the Board of City Commissioners of the city of Fargo.
4. Tegtmeier agrees and understands that the Property must secure a Certificate of Occupancy on or before October 31, 2025, unless such time is further extended in writing signed by the parties hereto at Tegtmeier's request, such request to be made in writing to the City, detailing the reasons such extension is necessary.
5. Tegtmeier understands and agrees that failure to secure a Certificate of Occupancy by October 31, 2025, or within such time extension as agreed, shall result in an administrative fine of \$50.00/day beyond the agreed upon end date, and further that the administrative penalty may be assessed against the Property.

6. City agrees and understands it shall forego any further enforcement actions related to the dangerous building designation in accordance with the terms of this Agreement and Amendment.

7. All other terms and amendments of the Findings, Conclusion and Order shall remain in full force and effect.

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DATED this 1 day of May, 2025.

PROPERTY OWNERS (Contract for Deed)

Terry L. Tegmeier

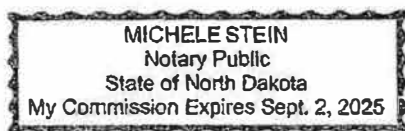
Linda S. Tegtmeier

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

On this 1 day of May, 2025, before me, a notary public within and for said county and state, personally appeared Gerry L. Tegtmeier and Linda S. Tegtmeier, to me known to the persons described in, and who executed the foregoing instrument, and acknowledged that the persons executed the same.

Notary Public
Cass County, ND

(SEAL)



DATED this ____ day of _____, 2025.

**BOARD of CITY COMMISSIONERS to the
CITY OF FARGO,**
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

EXHIBIT 1

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

Property Address: 1011 University Drive North, Fargo, North Dakota

Property Owner: Philip H. and Martha A. Grotenhuis, Revocable Living Trust; subject to a contract for deed in favor of Terry L. and Linda S. Tegtmeier

A hearing was held before the Board of City Commissioners of the City of Fargo on the 8th day of July, 2024 regarding the property located at 1011 University Drive North, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Terry L. Tegtmeier additionally appeared and provided testimony.

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

FINDINGS OF FACT

1. That Philip H. and Martha A. Grotenhuis, Revocable Living Trust, subject to a contract for deed in favor of Terry L. and Linda S. Tegtmeier, are the owners of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Three (3), Block Ten (10), Hobson's Subdivision Chapins Addition to the city of Fargo
Street address: 1011 University Drive North, Fargo, North Dakota, 58102
[hereinafter "Subject Property"].

2. That on February 1, 2024, Bill Thompson, Building Inspector for the city of Fargo, inspected the Subject Property and found the buildings, consisting of a two-story, wood-framed

EXHIBIT 1

former duplex house structure and a detached two-stall garage, to be dangerous buildings within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

3. That the buildings are unsafe and dangerous in the following respects: (a) garage roof has collapsed and the pressure has pushed the walls apart; (b) south lower roof of the house is deteriorated and covered with a tarp; (c) areas of house have rotten or missing fascia and soffit; (d) broken windows; (e) exterior of house has areas of deteriorated trim and graffiti; (f) signs of squirrel infestation in roof and fascia of house; (g) house foundation has cracks and loose block; (h) water usage has been turned off since 2009; (i) electrical meters were removed in 2021; and (j) junk in ear yard.

4. That the following conditions exist concerning the Subject Property:

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

5. That the information in the files of the Inspections Department stemming from various inspections of the property on or before February 1, 2024, concerning the Subject Property is hereby accepted as true and correct.

6. That Notice of Dangerous Building was posted to the house and garage on the property on or about February 20, 2024, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous buildings” must be vacated and secured, and the buildings must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

7. That on April 17, 2024, the owners applied for and were issued a Demolition Permit (Permit No. 2404-0509-DEM) to demolish and remove all debris and contents of the detached two-stall garage. The permit indicated that it would be void 60 days after issuance if this work had not

EXHIBIT 1

been completed. On June 19, 2024, an “Expired Permit Notice” was issued and served upon the owners informing them that the permit was voided due to incomplete work. The owners did not apply for a new permit to complete the work.

EXHIBIT 1

CONCLUSIONS AND ORDER

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

1. That the buildings located at 1011 University Drive North, Fargo, North Dakota 58102, are hereby found to be “dangerous buildings.”
2. That the owners or anyone claiming to have an ownership interest in said buildings have not sufficiently presented cause why the “dangerous buildings” should not be demolished.
3. That despite being ordered that the buildings on the Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the owners or anyone else claiming to have an ownership interest in said building have failed to do so.

IT IS HEREBY ORDERED that Philip H. and Martha A. Grotenhuis Revocable Living Trust, subject to a contract for deed in favor of Terry L. and Linda S. Tegtmeier, or anyone else claiming an ownership interest, shall demolish the “dangerous buildings” and remove all building debris located at 1011 University Drive North, Fargo, North Dakota by September 6, 2024.

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

DATED this 22 day of July, 2024.

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

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

ATTEST:


Steven Sprague, City Auditor

EXHIBIT 1

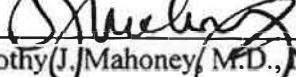
NOTICE OF ENTRY OF ORDER

TO: PHILIP H. AND MARTHA A. GROTENHUIS REVOCABLE LIVING TRUST,
SUBJECT TO A CONTRACT FOR DEED IN FAVOR OF TERRY L. AND LINDA S.
TEGTMEIER, AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY
RE: PROPERTY AT 1011 UNIVERSITY DRIVE NORTH, FARGO, NORTH DAKOTA
58102

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous buildings" on the Subject Property may be demolished by the city of Fargo at any time on or after September 6, 2024.

DATED this 22 day of July, 2024.

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

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

ATTEST:


Steven Sprague, City Auditor

EXHIBIT 2

AMENDMENT TO THE FINDINGS OF FACT, CONCLUSIONS AND ORDER

This Agreement by and between the city of Fargo, a North Dakota municipal corporation ("City") and Terry L. Tegtmeier and Linda S. Tegtmeier, pursuant to Contract for Deed (collectively "Tegtmeier" or "Owner") owners of the Property located at 1011 University Drive North, Fargo, ND 58102, legally described as follows:

Lot Three (3), of Hobson's Subdivision of Block Ten (10), in Chapins Addition to the city of Fargo, in the County of Cass and State of North Dakota

Street address: 1011/1013 University Drive North, Fargo, North Dakota, 58102

(hereinafter "Property") hereby amends the **FINDINGS OF FACT AND CONCLUSIONS AND ORDER** of the Board of City Commissioners of the City of Fargo approved July 22, 2024, a copy of which is attached hereto and made a part hereof as Exhibit I ("Findings").

WHEREAS, the City ordered that the Property be demolished and all debris removed on or before September 6, 2024; and

WHEREAS, Tegtmeier understood the demolition order applied to the detached garage only, and undertook the removal of the garage in a timely manner; and

WHEREAS, Tegtmeier sought an Amendment to the Findings in order to ascertain whether

EXHIBIT 2

rehabilitation of the Property is feasible, and if so an opportunity to rehabilitate the Property; and

WHEREAS, Tegtmeier has secured a structural engineer report from Heyer Engineering which details the necessary repairs to be completed in order to ensure the foundation of the Property is structurally sound, a copy of which is attached hereto as Exhibit 2; and

WHEREAS, the Inspection Department Director recommends the board of City Commissioners approve this Extension Agreement and Amendment to the Findings in order to detail the work to be completed, and an appropriate timeline to rehabilitate the Property and remove the Dangerous Building designation.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions stated herein, the parties agree as follows:

1. On or before November 25, 2024, Tegtmeier shall secure all necessary permits and agrees to undertake and complete all necessary and appropriate steps identified by the structure engineer to ensure the foundation of the Property is structurally sound.

2. Tegtmeier agrees and understands that proper permits must be secured from City prior to any work being completed on the Property requiring such permits, and Tegtmeier agrees to arrange for the proper and necessary inspections prior to any work being covered or enclosed in any way.

3. Tegtmeier agrees and understands that if permits are not secured and work completed on or before November 25, 2024, the extension of the Dangerous Building designation is withdrawn and the City may proceed with the demolition of the Property, any time after December 15, 2024, with or without notice to Tegtmeier. Tegtmeier further agrees and understands that any costs associated with the demolition of the Property shall be assessed against the Property for collection by City.

4. Tegtmeier agrees and understands that the Dangerous Building designation shall remain until such time as the Inspections Director determines such designation is no longer necessary, based on the amount of rehabilitation completed.

5. Provided the structural repairs are completed and accepted in a timely manner, Tegtmeier shall be permitted to complete additional rehabilitation of the Property with proper permits and inspections. Tegtmeier understands and agrees that all construction work to the Property necessary to remedy the conditions found making this Property a Dangerous Building must be completed on or before April 30, 2025.

6. Tegtmeier understands and agrees that Owner may demolish the Property with proper

EXHIBIT 2

permits, at Owner's sole cost, if Owner ultimately determines the Property cannot be rehabilitated and made code compliant, in the opinion of the Building Official, any time before November 25, 2024.

7. Tegtmeier waives any and all claims, known or unknown, against the City, in exchange for the extension and opportunity to rehabilitate the Property which has legally been determined to be a Dangerous Building by the board of City Commissioners of the city of Fargo.

8. Tegtmeier agrees and understands that the Property must secure a Certificate of Occupancy on or before April 30, 2025, unless such time is further extended in writing signed by the parties hereto at Tegtmeier's request, such request to be made in writing to City, detailing the reasons such extension is necessary.

9. Tegtmeier understands and agrees that failure to secure a Certificate of Occupancy by April 30, 2024, or within such time extension as agreed, shall result in an administrative penalty of \$50.00/day beyond the agreed upon end date, and further that the administrative penalty may be assessed against the Property.

10. City agrees and understands it shall forego any further enforcement actions related to the Dangerous Building designation in accordance with the terms of this Agreement and Amendment.

11. All other terms and conditions of the Findings, Conclusion and Order shall remain in full force and effect.

12. The parties understand and agree that this Agreement an Amendment to Findings, Conclusion and Order may be recorded.

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EXHIBIT 2

DATED this 5th day of November, 2024.

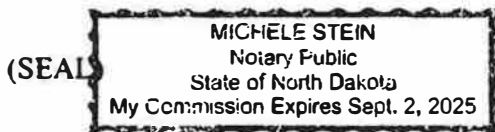
PROPERTY OWNERS (Contract for Deed)

By 
Terry L. Tegtmeier

By 
Linda S. Tegtmeier

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

On this 5 day of November, 2024, before me, a notary public within and for said county and state, personally appeared Terry L. Tegtmeier and Linda S. Tegtmeier, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that the persons executed the same.





Notary Public
Cass County, ND

EXHIBIT 2

DATED this 17 day of November, 2024.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:


Steve Sprague, City Auditor

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

On this 12 day of November, 2024, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVE SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

Michelle R Vango
Notary Public
Cass County, ND

(SEAL)

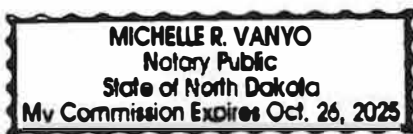


EXHIBIT 3

SECOND AMENDMENT TO FINDINGS OF FACT, CONCLUSIONS AND ORDER of the BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO

Property Address: 1011/1013 University Drive North, Fargo, North Dakota 58102

Property Owner: Terry L. Tegtmeier and Linda S. Tegtmeier, pursuant to Contract for Deed

A hearing was held before the Board of City Commissioners of the City of Fargo (hereinafter “Board”) on the 8th day of July 2024 regarding the property located at 1011/1013 University Drive North (hereinafter “Subject Property”). The Board found the Subject Property (garage and residential structures) to be “dangerous buildings” and issued its Findings of Fact, Conclusions and Order, which was approved on July 22, 2024, a copy of which is attached hereto as **Exhibit 1**. The Board ordered that the Subject Property be demolished, and all debris removed on or before September 6, 2024. The property owners, Terry L. Tegtmeier and Linda S. Tegtmeier (hereinafter “Tegtmeier”), timely removed the garage structure, but sought to amend the Findings of Fact, Conclusions and Order to determine whether rehabilitation to the residential structure was feasible, and if so, the opportunity to remedy the deficiencies and provide a timeline to complete all necessary repairs. At its November 12, 2024, meeting, the Board approved the Amendment to the Findings of Fact, Conclusions and Order, attached hereto as **Exhibit 2**, which allowed Tegtmeier to obtain all necessary permits, complete engineering structural repairs to the basement before November 25, 2024, and obtain a Certificate of Occupancy no later than April 30, 2024.

EXHIBIT 3

Tegtmeier received the permit to cure the structural deficiencies on Friday, November 22, 2024, but could not feasibly complete the repairs over the weekend before the deadline on Monday, November 25, 2024. The engineering structural repairs were completed on December 2, 2024, and passed inspection by the City of Fargo Building Inspections Department. On December 9, 2024, Shawn Ouradnik, City of Fargo Building Inspections Director, recommended for the Board's approval a Second Amendment to the Findings of Fact, Conclusions and Order to reflect the extension of the November 25, 2024, deadline to December 2, 2024. The Board approved the Second Amendment on December 9, 2024, and hereby makes the following Amended Findings of Fact:

AMENDED FINDINGS OF FACT

1. Tegtmeier received the permit to cure the engineering structural deficiencies to the basement on November 22, 2024.
2. Tegtmeier was unable to feasibly cure all deficiencies identified by the structural engineer before the November 25, 2024, deadline as the work would have needed to occur in a very short period over a weekend.
3. Tegtmeier was allowed more time to complete the work, which was completed on December 2, 2024, and passed inspection by the City of Fargo Building Inspections Department.
4. All other terms and amendments of the Findings, Conclusion and Order shall remain in full force and effect.

EXHIBIT 3

AMENDED CONCLUSIONS AND ORDER

1. That on July 8, 2024, the Board found that the residential and garage structures located at 1011/1013 University Drive North, Fargo, North Dakota 58102, were “dangerous buildings” and ordered their demolition on or before September 6, 2024.
2. The owner, Tegtmeier, has acknowledged this finding and waives the right to any appeal.
3. Tegtmeier requested an extension of time to complete all engineering structural repairs to the residential structure from the deadline of November 25, 2024, to December 2, 2024, due to circumstances out of Tegtmeier’s control.
4. The Board considered and approved this request on December 9, 2024.
5. All other terms and amendments of the Findings of Fact, Conclusions and Order shall remain in full force and effect.

IT IS HEREBY ORDERED that Tegtmeier or anyone else claiming an ownership interest, shall remedy the conditions found making this Subject Property a “dangerous building” or demolish the structure on or before April 30, 2025.

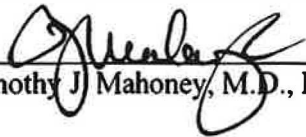
It is further ordered that if the owner fails to remedy all deficiencies or demolish the “dangerous building,” the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition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

[Signatures on following page.]

EXHIBIT 3

DATED this 23 day of December, 2024.

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

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

ATTEST:


Steven Sprague, City Auditor

EXHIBIT 4

April 28, 2025

Ladies and Gentlemen of the Fargo City Commission:

I am writing to request an extension of the time allowed to submit a Certificate of Occupancy for the duplex located at 1011/1013 N Univ. Dr. in Fargo, as allowed by item #8 of the rehabilitation agreement.

Due to delays caused by the electrical contractor and Xcel during the installation of new electrical and gas services, these primary services were not restored until the end of March. Without these services, we were unable to heat the building to facilitate taping and texturing of sheetrock, painting and flooring upgrades.

While we have completed the recommendations proposed by the structural engineer, including the basement wall reinforcements, adding supports to load carrying beams in the basement and the addition of dirt along the exterior basement walls to improve the drainage away from the structure. We have also continued to make improvements to the exterior of the building, including re-shingling the sunroom on the south side of 1011 along with starting the installation of a retaining wall for the basement exit on that same side of building.

I believe that if we are allowed to submit the Certificate of Occupancy by October 31 of 2025, this will allow sufficient time to complete all improvements to the building.

Sincerely,

Terry L. Tegtmeier
Owner

25

MEMORANDUM

TO: City Commission

FROM: Mark Williams, Assistant Planning Director

DATE: May 12, 2025

RE: ANNEXATION OF PROPERTY – Portion of Sections 10 and 15, T140N, R49W

The City of Fargo is initiating annexation for parcels along County Highway 81 North of County Highway 20 (40th Avenue North) in order to bring these parcels into the city limits now that City utilities area available in this area. All parcels are developed except the parcel at the south end, which is the subject property of a pending subdivision, Northdale First Addition. The developed properties are all zoned LI, Limited Industrial. The Northdale First Addition is also proposed to be zoned LI. The annexation includes a portion of Cass County Highway 81.

This annexation was reviewed by the Public Works Project Evaluation Committee (PWPEC) at their May 5, 2025 meeting. That committee recommended going forward with the annexation.

This annexation was reviewed by the Planning Commission on their May 6, 2025 agenda. That Commission found the proposed annexation to be consistent with the Fargo Growth Plan 2024.

The resolution will be noticed pursuant to North Dakota Century Code annexation statutes. The sufficiency of protest hearing would be set for the June 23, 2025 City Commission agenda. Please see attached staff report, map, and resolution including the detailed legal description of the annexation area.

Recommended Motion.

Staff recommends that the City Commission adopt the resolution of annexation and set the date for the hearing on the sufficiency of protests for the June 23, 2025 City Commission agenda.

City of Fargo Staff Report			
Title:	Annexation of portions of Sections 10 and 15, T140N, R49W	Date:	5/8/2025
Location:	4370 52 nd Ave. North; 5115, 5001, and 4300 County Road 81; 4821 through 4943 43 rd St. North; 4350 and 4349 48 th Avenue North;	Staff Contact:	Donald Kress, Planning Coordinator
Legal Description:	Portion of Sections 10 and 15, Township 140 North, Range 49 West, of the 5th Principal Meridian, Cass County, North Dakota		
Owner(s)/Applicant:	Oye Leasing, LLP; Highway 81 Holdings, LLC; D&T Properties, LLC; Gibb Realty, LLP; Kenneth M. Brezina; Monte Routledge TOD; Bigs Property LLC; Thunderhead Holdings, LLC; Eastdale LLC; Cass County / City of Fargo	Engineer:	City of Fargo
Entitlements Requested:	Adoption of Resolution of Annexation		
Status:	City Commission regular agenda May 12th, 2025		
Proposal:			
<p>The City of Fargo requests one entitlement:</p> <ol style="list-style-type: none"> 1. Annexation of an approximately 87.89 acre portion of Sections 10 and 15, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota <p>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: AG, Agricultural; undeveloped; in Fargo's four-mile extra-territorial jurisdiction • East: LI, Limited Industrial; warehouse and industrial uses • South: across Cass County 20 LI, Limited Industrial; industrial uses • West: BNSF Railroad 			
Staff Analysis:			
<p>This is a City-initiated annexation. City staff have contacted the property owners within the proposed annexation area and they are all agreeable to the annexation.</p> <p><u>OWNERSHIP</u></p> <p>There are 10 property owners within the annexation area:</p> <ol style="list-style-type: none"> 1. Oye Leasing, LLP 2. Highway 81 Holdings, LLC 3. D&T Properties, LLC 4. Gibb Realty, LLP 5. Kenneth M. Brezina 6. Monte Routledge TOD 7. Thunderhead Holdings, LLC 8. Bigs Property LLC 9. Eastdale LLC 10. Cass County (County Highway 81) 			

LOCATION

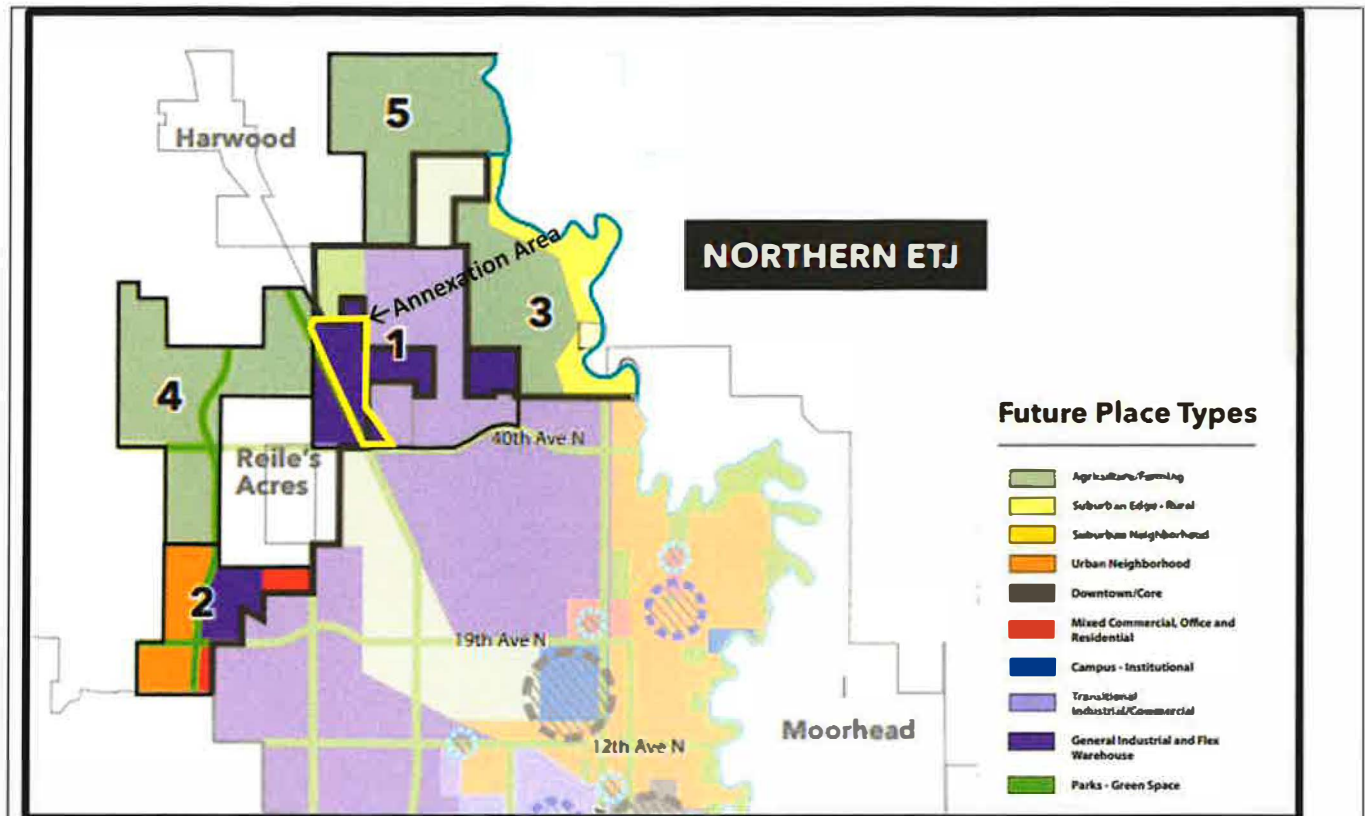
As depicted on the graphic below, this 87.89 acre property proposed to be annexed is on the east side of Interstate 29. All parcels are developed except the parcel at the south end, which is the subject property of a pending subdivision, Northdale First Addition. That addition was before the Planning Commission on February 4th, 2025. The developed properties are all zoned LI, Limited Industrial. The Northdale First Addition is also proposed to be zoned LI. The annexation includes a portion of Cass County Highway 81.



PLAN CONSISTENCY

This property is outside of the Fargo city limits. The proposed annexation area is depicted within Growth Grid Number 1 of the Northern ETJ of the Fargo Growth Plan 2024. The future place type designation is "General Industrial and Flex Warehouse." Primary uses within this place type are light and general industrial and flex warehouse. Secondary uses are commercial uses specifically related to the primary use. The existing and proposed development and zoning are consistent with this place type. The annexation area is adjacent to the existing city limits. Access is provided by County Highways 81 and 20, 52nd Avenue North, and 41st Street North. The properties are eligible to connect to City utilities. The properties in the annexation are adjacent to developing properties that have recently been platted and zoned

The Planning Commission evaluated this proposed annexation for consistency with the Fargo Growth Plan 2024 at their May 6th, 2025 Planning Commission meeting, and found the proposed annexation to be consistent with that growth plan.



RESOLUTION OF ANNEXATION

Pursuant to the process described in North Dakota Century Code Section 40-51.2-07, a resolution of annexation, prepared by City staff, is attached for your Commission's action. The resolution includes a detailed legal description of the proposed annexation area and sets the date for the hearing on the sufficiency of protests for the June 23rd, 2025, City Commission agenda.

Staff Recommendation:

Staff recommends that the City Commission adopt the resolution of annexation and set the date for the hearing on the sufficiency of protests for the June 23rd, 2025 City Commission agenda.

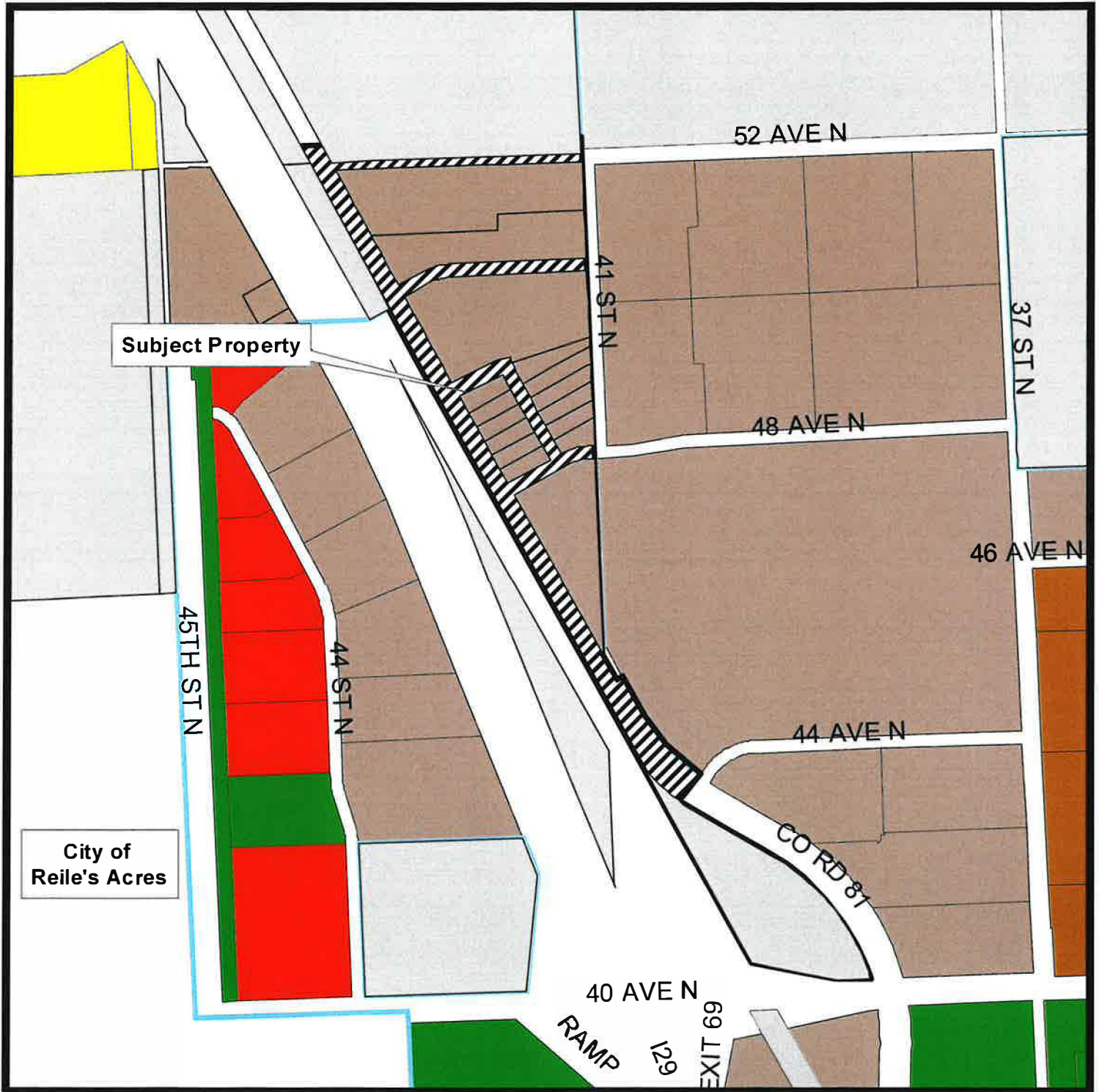
Attachments:

1. Zoning map
2. Location map
3. Annexation resolution
4. Annexation plat

Annexation

Portions of Sections 10 and 15,
T140N, R49W

4370 52nd Avenue North; 5115, 5001, & 4300
County Road 81; 4821 - 4943 43rd Street North;
4350 & 4349 48th Avenue North

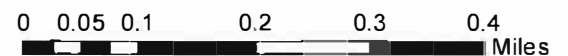


Legend



Fargo Planning Commission

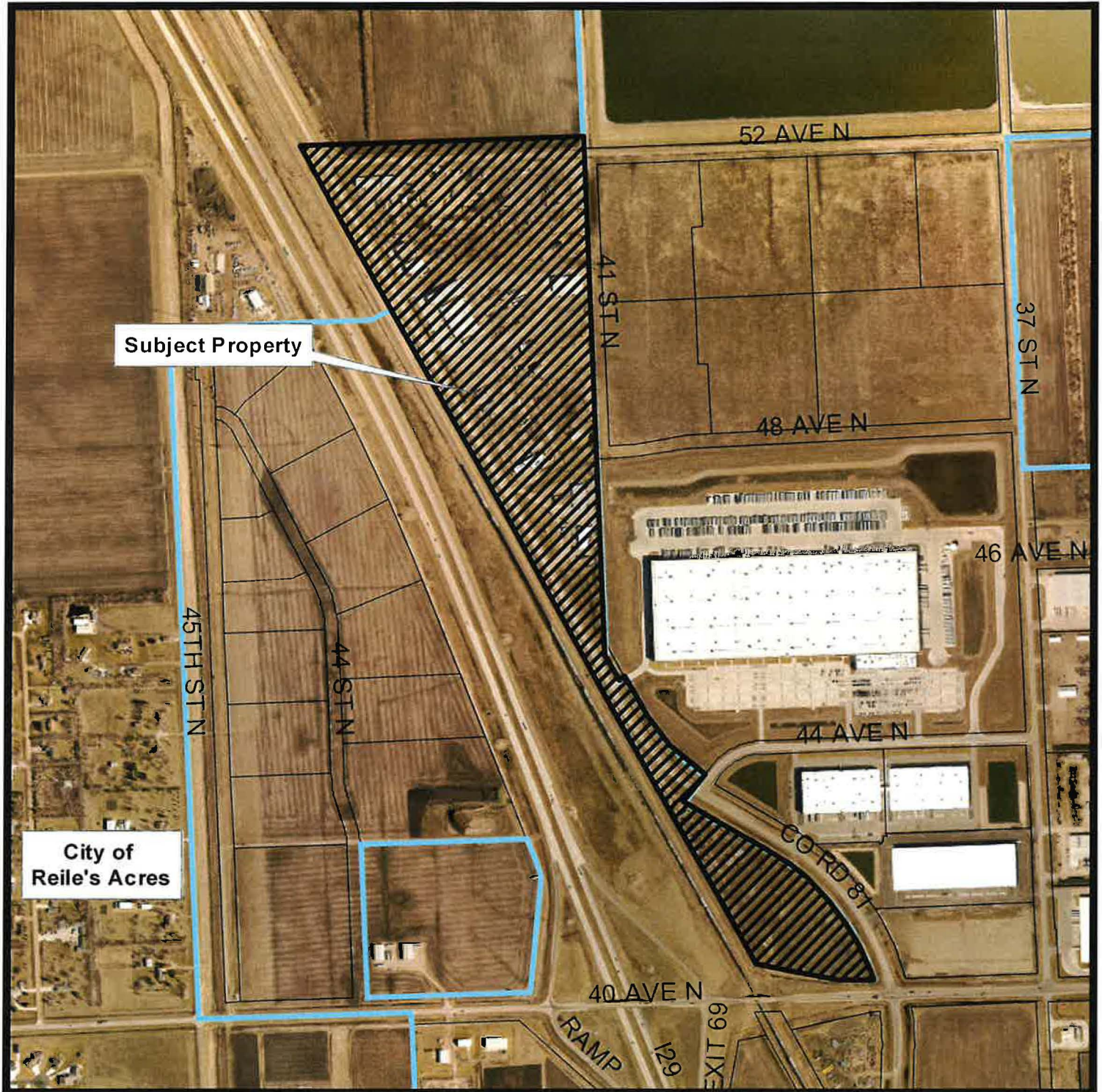
May 6, 2025



Annexation

Portions of Sections 10 and 15,
T140N, R49W

4370 52nd Avenue North; 5115, 5001, & 4300
County Road 81; 4821 - 4943 43rd Street North;
4350 & 4349 48th Avenue North



Legend

 City Limits

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



No secondary effects

RESOLUTION OF ANNEXATION

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

WHEREAS, the City of Fargo, Cass County, North Dakota, is a municipal corporation, organized and existing under the laws of the State of North Dakota, with approximately one hundred thirty-three thousand one hundred eighty-eight (133,188) inhabitants; and

WHEREAS, there is contiguous and adjacent to the City of Fargo, a tract or parcel of land hereinafter specifically described, containing approximately 87.89 acres, more or less, which tract or parcel of land is not presently a part of the City of Fargo.

NOW, THEREFORE, BE IT RESOLVED, By the Board of City Commissioners of the City of Fargo, North Dakota, that the boundaries of the City of Fargo be, and they hereby are, extended so as to include and incorporate within the corporate limits of the City of Fargo, Cass County, North Dakota, all the land described as follows:

That part of Section 10 and Section 15, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, more particularly described as follows:

Beginning at the southeast corner of the Southwest Quarter of said Section 10; thence northerly on the existing City of Fargo Corporate Limits as shown on the City of Fargo Annexation Plat document 1096475 on file and of record in the Cass County Recorder's Office, also being the east line of said Southwest Quarter, to a point on a line parallel with and 100.00 feet northerly of, as measured perpendicular to, the south line of said Southwest Quarter; thence westerly on said line parallel with the south line of said Southwest Quarter to a point on the easterly right-of-way line of the BNSF Railway; thence southeasterly on said easterly right-of-way line of the BNSF Railway to the most northerly corner of the existing City of Fargo Corporate Limits as shown on document 1688513 on file and of record in the Cass County Recorder's Office; thence continuing on the existing City of Fargo Corporate Limits as shown on said document 1688513 on the following three courses; thence South 29°05'19" East, a distance of 4660.20 feet; thence South 79°10'53" East, a distance of 540.52 feet; thence North 87°58'51" East, a distance of 208.09 feet to a point on the westerly line of the existing City of Fargo Corporate Limits as shown on the City of Fargo Annexation Plat document 1637528 on file and of record in the Cass County Recorder's Office, also being the westerly right-of-way line of County Highway 81; thence continuing on the existing City of Fargo Corporate Limits as shown on said document 1637528

on the following four courses; thence northerly along a nontangential curve, concave to the southwest, having a radius of 1332.69 feet, a central angle of 42°49'16" and a chord bearing of North 38°41'30" West; thence North 60°06'04" West, tangent to the preceding curve, a distance of 499.80 feet; thence on a tangential curve to the right having a radius of 1532.69 feet and a central angle of 6°13'49"; thence North 35°43'11" East, a distance of 200.00 feet, to a point on the westerly boundary of the existing City of Fargo Corporate Limits as shown on the City of Fargo Annexation Plat document 1604271 on file and of record in the Cass County Recorder's Office, also being the easterly right-of-way line of said County Highway 81; thence continuing on the existing City of Fargo Corporate Limits as shown on said document 1604271 on the following five courses; thence on a nontangential curve, concave to the northeast, having a radius of 1332.69 feet, a central angle of 24°42'29" and a chord bearing of North 41°27'19" West; thence North 29°06'04" West, tangent to the preceding curve, a distance of 208.50 feet; thence South 60°53'56" West a distance of 40.00 feet; thence North 29°06'04" West a distance of 168.47 feet; thence North 02°45'09" West, a distance of 1235.96 feet, to the southwest corner of the existing City of Fargo Corporate Limits as shown on document 1689684 on file and of record in the Cass County Recorder's Office; thence North 02°45'09" West, on the westerly line of said existing City of Fargo Corporate Limits as shown on said document 1689684, a distance of 1903.41 feet to the point of beginning.

Said part contains 87.89 Acres, more or less.

BE IT FURTHER RESOLVED, By the Board of City Commissioners of the City of Fargo, North Dakota, that this Resolution be published in the official newspaper for the City of Fargo once each week for two successive weeks, and a hearing be held on the 23rd day of June, 2025, at 5:15 p.m., in the Commission Chambers, City Hall, Fargo, North Dakota.

C E R T I F I C A T E

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

I, Timothy J Mahoney, the duly elected, qualified and acting Mayor of the City of Fargo, North Dakota; and

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 original Resolution and the whole thereof annexing a tract of land consisting of approximately 87.89 acres, which Resolution was duly adopted by the Board of City Commissioners of the City of Fargo, North Dakota, at the meeting of the Board held May 12th, 2025, at which meeting Commissioners _____ and _____ were present in person, and _____ was absent, and _____ and _____ voted in favor of the adoption of the Resolution and _____ voted against the adoption of the Resolution; and

That such Resolution is now a part of the permanent records of the City of Fargo, as filed in the office of the City Auditor.

(SEAL)

Timothy J. Mahoney, Mayor
City of Fargo, North Dakota

ATTEST:

Steven Sprague, City Auditor

On this _____ day of _____, 20__, before me, _____, a Notary Public in and for Cass County in the State of North Dakota, personally appeared TIMOTHY J. MAHONEY, known to me to be the Mayor of the Board of City Commissioners and STEVEN SPRAGUE, known to me to be the City Auditor of the City of Fargo, a municipal corporation under the laws of the State of North Dakota, and they acknowledged to me that they executed the foregoing instrument.

Notary Public
Cass County, North Dakota
My Commission Expires: _____

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City of Fargo Staff Report			
Title:	Cottonwood Corner Addition	Date:	1/2/2025
		Update:	5/8/2025
Location:	5550, 5570 and 5590 13th Avenue North	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lots 3 through 5, Block 1, Commerce on 12 th Third Addition		
Owner(s)/Applicant:	Cottonwood Corner, LLC; Bent Rock Investments, LLC / Century Builders	Engineer:	RJN Survey
Entitlements Requested:	Minor Subdivision (Plat of Cottonwood Corner Addition , a replat of Lots 3 through 5, Block 1, Commerce on 12 th Third Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: May 12 th , 2025		

Existing	Proposed
Land Use: Undeveloped	Land Use: Industrial shops
Zoning: LI, Limited Industrial	Zoning: No change
Uses Allowed: LI – Limited Industrial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, basic utilities, certain telecommunications facilities	Uses Allowed: No change
Maximum Building Coverage: 85%	Maximum Building Coverage: No change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Cottonwood Corner Addition**, a replat of Lots 3 through 5, Block 1, Commerce on 12th Third Addition to the City of Fargo, Cass County, North Dakota.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: LI; with industrial uses
- East: LI; with industrial uses
- South: LI; platted; not developed
- West: LI; with industrial uses

(continued on next page)

Area Plans:

Fargo Growth Plan 2024 designates the place type of the subject property as General Industrial and Flex Warehouse. The current zoning is LI, Limited Industrial, which matches this place type designation. No zone change or land use plan amendment is proposed with this project.

Context:

Schools: The subject property is located within the West Fargo School District, specifically within the L. E. Berger Elementary, Cheney Middle and West Fargo High schools.

Parks: There are no public parks within one mile of the subject property.

Pedestrian / Bicycle: There are no on or off road bike facilities within or along the adjacent streets

Neighborhood: The subject property is not included in a named neighborhood.

MATBUS Route: The subject property is not along a MATBUS route.

Staff Analysis:

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

MINOR SUBDIVISION

The subdivision replats three existing lots into five lots in one block. The lots range in area from approximately 0.40 acre to 1.85 acre.

ACCESS AND UTILITIES

Lots 2 through 5, Block 1 take access and utility services from 13th Avenue North by way of a 40-foot wide access and utility easement created on this plat. The plat includes a note stating that these lots do not take their access or utility service directly from a dedicated public right of way, and that the lot owners are responsible for the maintenance of the access drive and utilities.

An existing 40-foot wide access and utility easement along the east side of Lot 1, Block 1, which was created by the Commerce on 12th Third Addition, will be vacated with this plat. This plat creates a 35-foot wide access and utility easement down the center of Lot 1, Block 1.

The applicant has submitted an agreement for use and maintenance of the access and utility easements and the stormwater pond easement. The City is not a party to this agreement.

MAGELLAN PIPELINE EASEMENT

The plat depicts the existing easement for the Magellan Pipeline Company along the west side of the subject property. The area of this easement is not intended for development.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning is LI, Limited Industrial. No zone change is proposed. This zoning is consistent with the Fargo Growth Plan 2024 designation of the "General Industrial and Flex Warehouse" place type for the subject property. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry. The project

has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments.
(Criteria Satisfied)

- 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
- While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Cottonwood Corner Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."

Planning Commission Recommendation: January 7th, 2025

At the January 7th, 2025 Planning Commission hearing, that Commission, by a vote of 10-0 with one Commission seat vacant, moved to accept the findings and recommendations of staff and recommended approval the City Commission of the proposed plat of the **Cottonwood Corner Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC

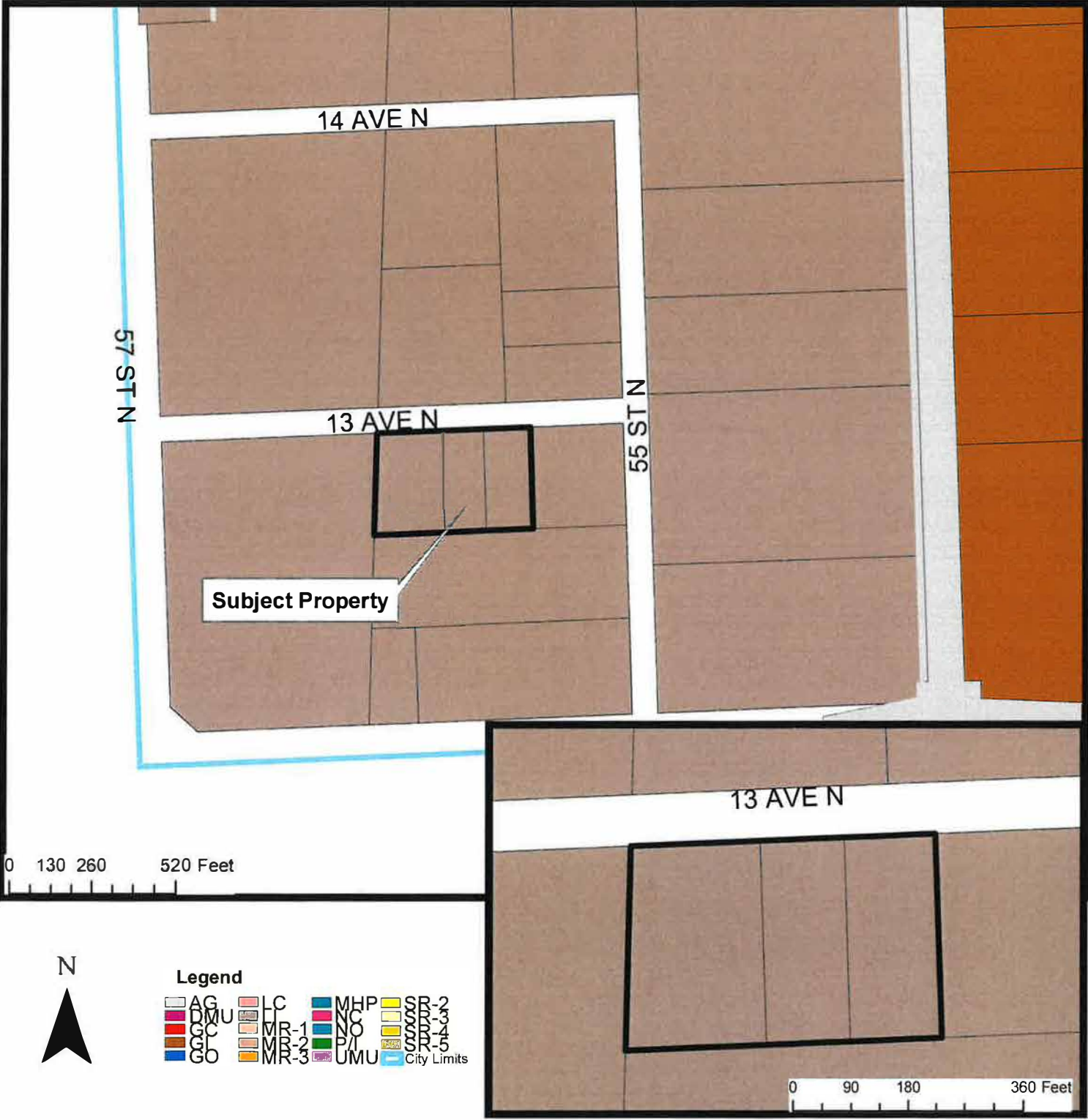
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

Cottonwood Corner Addition

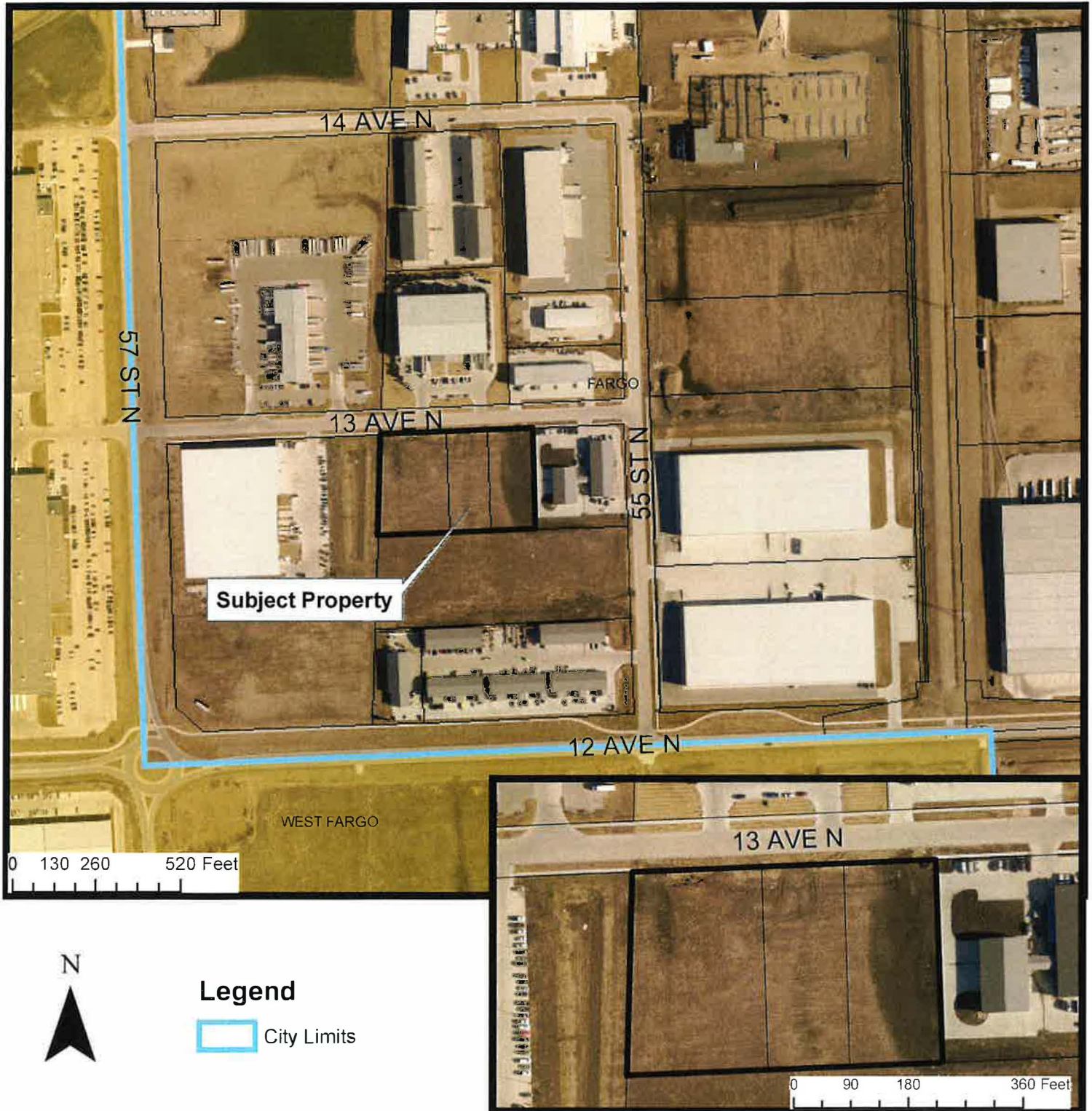
5550, 5570, 5590 13th Avenue North



Minor Subdivision

Cottonwood Corner Addition

5550, 5570, 5590 13th Avenue North



A REPEAT OF LOTS 3 THROUGH 5, BLOCK 1 OF COMMERCE ON 12TH THIRD ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

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City of Fargo Staff Report			
Title:	The Pass at Woodhaven Addition	Date: Update:	1/29/2025 5/8/2025
Location:	4142, 4144, 4148, 4150, 4168, 4170, 4174, and 4176 Arthur Drive	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Portion of Lot 2, Block 1, Woodhaven Plaza Addition		
Owner(s)/Applicant:	Brookstone Companies, LLC (formerly Zenith Construction Services, LLC)/ Houston Engineering, Inc	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Plat of The Pass at Woodhaven Addition , a replat of a portion of Lot 2, Block 1, Woodhaven Plaza Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: May 12th, 2025		
Existing		Proposed	
Land Use: Undeveloped		Land Use: Attached residential	
Zoning: LC, Limited Commercial		Zoning: No change	
Uses Allowed: LC, Limited Commercial allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, off premise advertising signs, commercial parking, retail sales and service, self service storage, vehicle repair, limited vehicle service, and certain telecommunications facilities. With Conditional Use Permit No. 2017-012 to allow household living at a maximum density of 24 dwelling units per acre		Uses Allowed: No change. CUP carries through.	
Maximum Building Coverage: 55%		Maximum Building Coverage: No change	
Proposal			
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, entitled The Pass at Woodhaven Addition, a replat of a portion of Lot 2, Block 1, Woodhaven Plaza Addition to the City of Fargo, Cass County, North Dakota. <p>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: LC with CUP, with commercial and residential uses • East: LC with commercial/medical research • South: LC with commercial uses • West: LC with CUP, with commercial and residential uses 			
Area Plans:			
Fargo Growth Plan 2024 designates the place type of the subject property as Mixed Commercial, Office, and Residential. The existing zoning of LC with a CUP for household living is consistent with this place type designation. No zone change or land use plan amendment is proposed with this project.			

Context:

Schools: The subject property is located within the Fargo School District, specifically within the Kennedy Elementary, Carl Ben Eielson Middle and Fargo South High schools.

Parks: Woodhaven North Park and Fishing Pond, 4406 44th Avenue South, is located approximately 0.40 mile southwest of the subject property and provides amenities of ADA fishing ramp, fishing, picnic table, playground, ages 5-12, recreational trails, and a shelter.

Pedestrian / Bicycle: There are off-street shared use paths along the north side of 40th Avenue and the west side of 42nd Street, each approximately a block away from the subject property.

Neighborhood: The subject property is within the Woodhaven neighborhood.

MATBUS Route: MATBUS Route 18, which connects the downtown ground transportation center with the 52nd Avenue South Wal-Mart, has stops at 42nd Street and 40th Avenue South and 42nd Street and 44th Avenue South. These stops are each less than one-quarter mile from the subject property.

Staff Analysis:

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

DEVELOPMENT HISTORY

Lot 2, Block 1, Woodhaven Plaza Addition was platted in 2006. Woodhaven Plaza Addition was a replat of a portion of the Prairie Tech Addition (1999). The LC, Limited Commercial zoning was established with the Prairie Tech Addition and carried through to the Woodhaven Plaza Addition. On August 1st, 2017, conditional use permit (CUP) number 2017-012 was approved by the Planning Commission to allow household living the LC zone at a maximum density of 24 dwelling units per acre on this lot. Approximately 75 percent of the lot was developed with attached housing. Each housing unit is on an individual auditor's lot. These auditor's lots were created through Cass County. Creation of auditor's lots does not go through a City of Fargo process. In 2024, the Cass County finance director determined that the auditor's lot process not be used for situations like this one, but only for the specific purpose described in the North Dakota Century Code. The applicant's plan to divide the final undeveloped area of Lot 2 with auditor's lots thus could not go forward.

City staff, Cass County staff, and the applicant have had extensive discussion over the past year of how to deal with this remaining undeveloped portion of Lot 2 of Woodhaven Plaza Addition. The solution was that the proposed plat, The Pass at Woodhaven Addition, would have two lots, as shown below. Lot 1 is intended for development. Lot 2 is common area and access easement and not developable



Staff notes it is a very rare situation where staff would recommend approval of a platted lot—Lot 2-- that is only common area and easement and not developable. For this situation, the applicant has created agreements specifying that the property tax responsibility for Lot 2 will be divided among the other property owners in the adjacent lots in Woodhaven Plaza, in order to prevent the lot reverting to the County and, thence, to the City if property taxes are not paid on this lot. These agreements have been prepared by the applicant's attorney and reviewed by City staff including the Assessor and City Attorney's offices. The agreement that the City will be party to, identified as the "Developer Agreement," is attached. Approval of this agreement is part of the approval motion for the plat. *(Note that the approval of the agreement was not part of the February 4th, 2025 Planning Commission motion, as that Commission takes no action on this agreement.)*

CONDITIONAL USE PERMIT CONTINUES IN EFFECT

CUP 2017-012 allowing household living in the LC zone will carry through to this subdivision.

ACCESS AND UTILITIES

The subject property is surrounded by private streets---Arthur Drive on the north and west and 41st Street South on the east and south. Utilities are provided through easements in these private streets.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning is LC, Limited Commercial with a conditional use permit. No zone change is proposed. This zoning is consistent with the Fargo Growth Plan 2024 designation of Mixed Commercial, Office, and Residential place type for the subject property. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments.

(Criteria Satisfied)

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

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

(continued on next page)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move approve the 1) proposed plat of **The Pass at Woodhaven Addition** and 2) the attached Developer Agreement, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."

Planning Commission Recommendation: February 4th, 2025

At the February 4th, 2025 Planning Commission hearing, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed plat of **The Pass at Woodhaven Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.

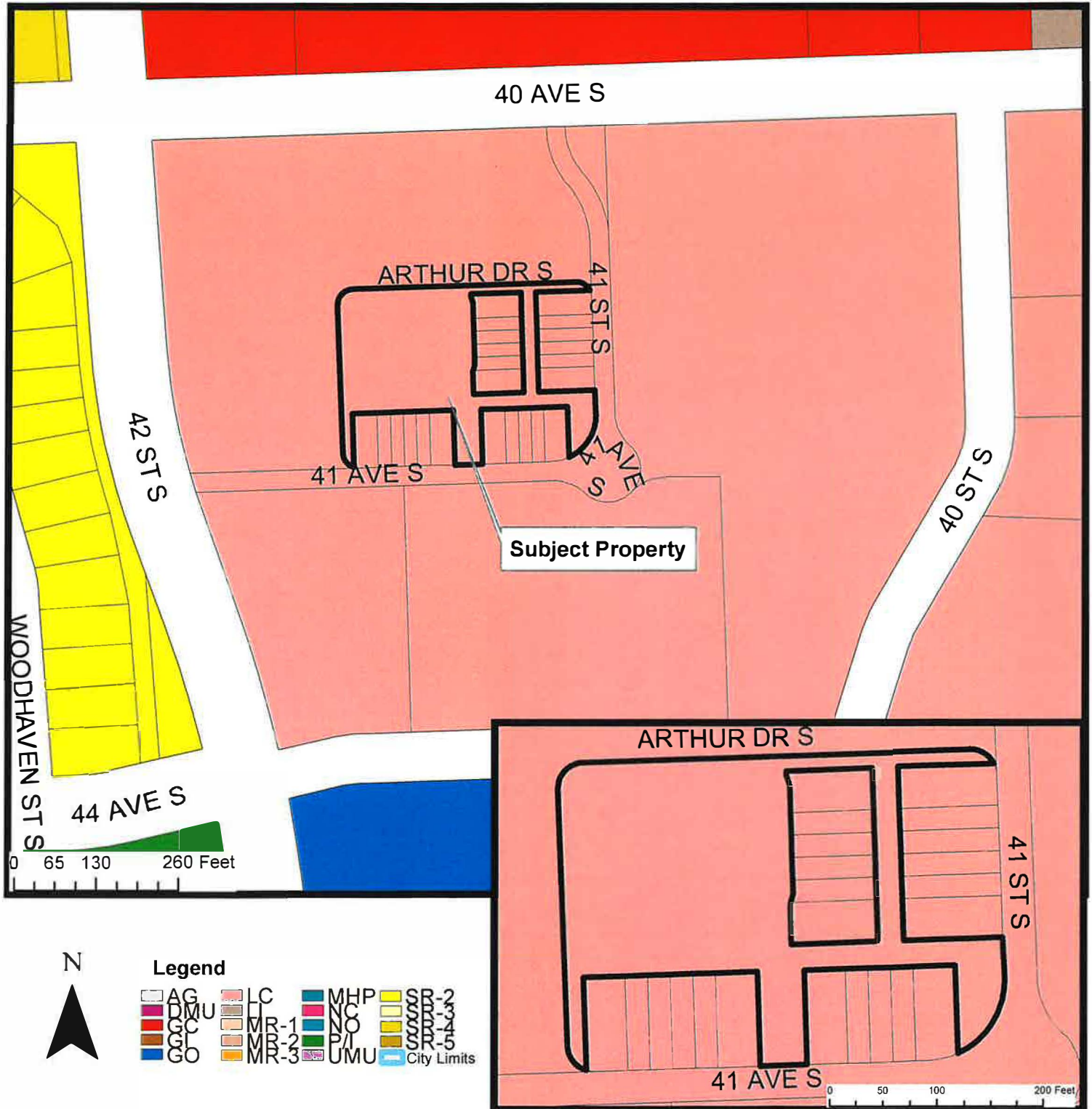
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat
4. Developer agreement

Minor Subdivision

The Pass at Woodhaven Addition

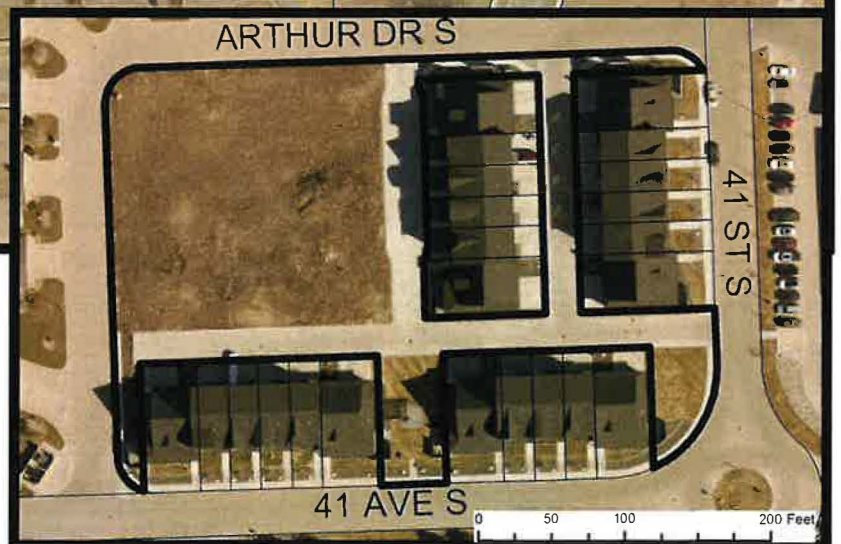
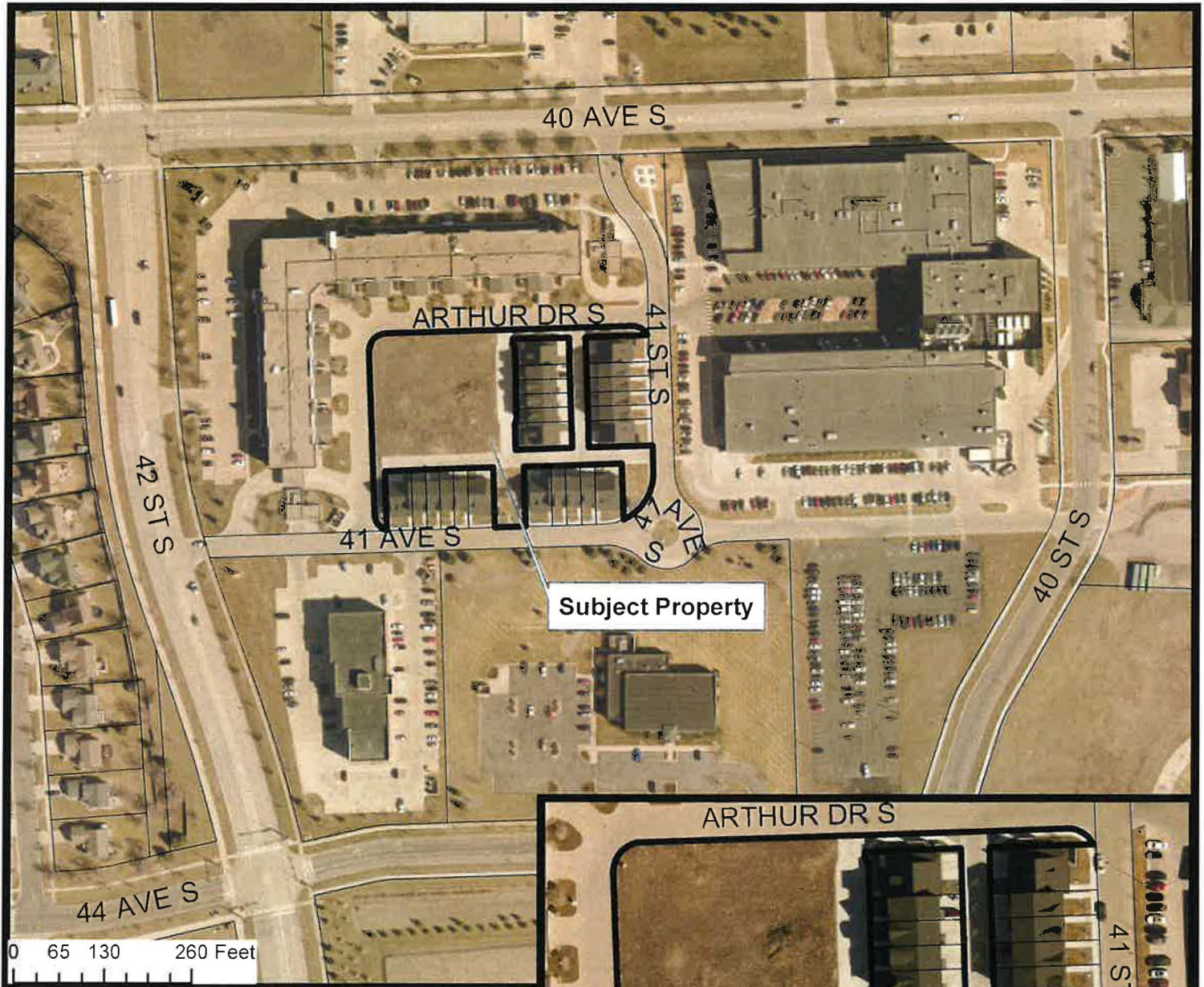
4142, 4144, 4148, 4150, 4168,
4170, 4174, and 4176 Arthur Drive



Minor Subdivision

The Pass at Woodhaven Addition

4142, 4144, 4148, 4150, 4168,
4170, 4174, and 4176 Arthur Drive



BEING A REPLAT OF PART OF LOT 2, BLOCK 1,
WOODHAVEN PLAZA ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
A MINOR SUBDIVISION

LOT 1
33,185 SF

LOT 2
29,425 SF

BLOCK 1

EXCEPTION AREA FROM PLAT

ARTHUR DR. S.
(PRIVATE STREET)

41ST AVENUE S.
(PRIVATE STREET)

NORTHWEST BOUNDARY CURVE OF LOT 2
P.O.D.
EXISTING 10' EASEMENT ON ARTHUR DR. S.

EXISTING 10' EASEMENT UTILITY EASEMENT (DOC NO 1163342)

EXISTING 10' EASEMENT UTILITY EASEMENT (DOC NO 1163342)

SOUTH LINE OF LOT 2

EAST LINE OF LOT 2

41ST STREET S.
(PRIVATE STREET)



IRON MONUMENT FOUND
12" ID PIPE SET
MEASURED BEARING 000°00'00"E
PLAT BEARING 100°00'00"E
MEASURED DISTANCE 100.00'
PLAT DISTANCE (100.00)
PLAT BOUNDARY
NEW LOT LINE
NEW UTILITY EASEMENT
EXISTING LOT LINE
EXISTING UTILITY EASEMENT
ELEVATION CONTOUR (NAVD 1988)
ZONE A+ AREA WITHIN
FEMA 100-YEAR FLOODPLAIN
ACCESS & UTILITY EASEMENT

55216

- 1 LOT 2 AS CREATED BY THIS PLAT IS AN UNBUILDABLE LOT
- 2 A PORTION OF THE PROPERTY IS SITUATED IN ZONE AE (100-YEAR FLOODPLAIN) AS DEPICTED ON FEMA FIRM PANEL 38017C0078D DATED JAN. 16, 2016. MODIFIED BY FEMA LOMR# NO. 25-08-0086A.
- 3 BASE FLOOD ELEVATION IS 604.7' UNADJ 1982.
- 4 AREAS WITHIN FEMA ZONE AE ARE ONLY DEPICTED WITHIN THE BOUNDARY OF THIS PLAT
- 5 ELEVATION CONTOURS ARE NAVD 1988 DERIVED FROM THE 2020 F.M. METRO AREA LIDAR COLLECT AND ARE ONLY SHOWN WITHIN FEMA ZONE AE



THE PASS AT WOODHAVEN ADDITION

BEING A REPLAT OF PART OF LOT 2, BLOCK 1,
WOODHAVEN PLAZA ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
A MINOR SUBDIVISION

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS That Brookstone Companies, LLC, a North Dakota limited liability company, via Zenith Construction Services, LLC, a North Dakota limited liability company, is the owner and proprietor of the following described tract of land:

Lot Two, in Block One, of Woodhaven Plaza Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, EXCEPTING therefrom Auditor's Lots Numbers Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve, Fourteen, Fifteen, Sixteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty-one, Twenty-two, Twenty-three, Twenty-four and Twenty-five of Woodhaven Plaza Addition to the City of Fargo

Said tract contains 1.427 acres, more or less.

And that said party has caused the same to be surveyed and replatted as THE PASS AT WOODHAVEN ADDITION to the City of Fargo, Cass County, North Dakota, and does hereby dedicate to the current and future owners of any portion of Lot 2, Block 1, Woodhaven Plaza Addition, the access and utility easement shown on this plat.

OWNER:

Brookstone Companies, LLC

Matthew Hault
Matthew Hault, President

State of North Dakota

County of Cass

On this 29th day of January, 2025, before me personally appeared Matthew Hault, President of Brookstone Companies, LLC, a North Dakota limited liability company, who is known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

Notary Public: [Signature]



SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Curtis A. Skarphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivided tract, and the monuments for the purpose of future surveys have been located or placed in the ground as shown.

Dated this 28th day of JANUARY, 2025

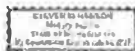
Curtis A. Skarphol
Curtis A. Skarphol, Professional Land Surveyor No. 4723

State of North Dakota

County of Cass

On this 28th day of January, 2025, before me personally appeared Curtis A. Skarphol, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: [Signature]



CITY ENGINEER'S APPROVAL:

Approved by the Fargo City Engineer this _____ day of _____, 20____

Tom Knakmuth, PE, City Engineer

State of North Dakota

County of Cass

On this _____ day of _____, 20____, before me personally appeared Tom Knakmuth, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as Fargo City Engineer.

Notary Public: _____

FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of Fargo Planning Commission this _____ day of _____, 20____

Maranda R. Tase, Chair
Fargo Planning Commission

State of North Dakota

County of Cass

On this _____ day of _____, 20____, before me personally appeared Maranda R. Tase, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public: _____

FARGO CITY COMMISSION APPROVAL:

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____

Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota

County of Cass

On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo, and Steven Sprague, City Auditor, City of Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public: _____



Sheet 2 of 2
Project No. 10633-0002

DEVELOPER'S AGREEMENT FOR THE PASS AT WOODHAVEN

This Developer's Agreement for the Pass at Woodhaven (this "Developer's Agreement") is made effective _____, 2025 (the "Effective Date") between The Pass at Woodhaven Homeowners' Association, a North Dakota nonprofit corporation (the "HOA"), and the City of Fargo, a North Dakota municipal corporation (the "City").

RECITALS

A. On May 17, 2019, The Pass at Woodhaven, LP, a North Dakota limited partnership (the "Declarant") filed in the office of the County Recorder for Cass County, North Dakota a Declaration Establishing an Association and Plan of Ownership; Declaration of Covenants, Easements, and Restrictions, recorded as document number 1562317 (as amended, the "Declaration"), for the purpose of creating Lots and Units within the planned community known as "The Pass at Woodhaven."

B. On June 12, 2020, Declarant filed in the office of the County Recorder for Cass County, North Dakota a First Amendment to Declaration Establishing an Association and Plan of Ownership; Declaration of Covenants, Easements, and Restrictions, recorded as document number 1593885 (the "First Amendment").

C. On September 14, 2023, Declarant filed in the office of the County Recorder for Cass County, North Dakota a Second Amendment to Declaration Establishing an Association and Plan of Ownership; Declaration of Covenants, Easements, and Restrictions, recorded as document number 1697413 (the "Second Amendment").

D. On _____, 2025, the Fargo City Commission approved a replat of part of the Pass at Woodhaven, such replat being known as The Pass at Woodhaven Addition (the "Replat Property") and recorded in the office of the County Recorder for Cass County, North Dakota as document number _____ (the "Replat").

E. Zenith Construction Services, LLC, a North Dakota limited liability company, n/k/a Brookstone Companies, LLC ("Brookstone"), Owner of the Replat Property at the time of approval of the Replat, conveyed Lot 2, Block 1 identified on the Replat (the "Common Elements") to the HOA via Quitclaim Deed dated _____, 2025, recorded in the office of the County Recorder for Cass County, North Dakota as document number _____.

F. On _____, 2025, Declarant filed in the office of the County Recorder for Cass County, North Dakota a Third Amendment to Declaration Establishing an Association and Plan of Ownership; Declaration of Covenants, Easements, and Restrictions, recorded as document number _____ (the "Third Amendment").

G. The City, as a condition of the Replat, required that all property taxes and special assessments for the Common Elements be allocated pro rata between all the Owners of Units in The Pass at Woodhaven (the "Tax Allocation"). Further, the City required that the HOA enter into a separate Developer's Agreement with the City providing that the City of Fargo must consent in

writing to any further amendment of the Declaration which in any way changes the Tax Allocation as provided in the Third Amendment.

AGREEMENTS

In consideration of the foregoing Recitals and the terms and conditions set forth below, the parties agree as follows:

1. **Capitalized Terms.** Capitalized Terms not otherwise defined in this Developer's Agreement have the meanings given them in the Declaration.
2. **Tax Allocation.** Each Owner of a Unit in The Pass at Woodhaven shall be directly responsible for payment of a pro rata share of all property taxes and special assessments for the Common Elements in accordance with the Third Amendment and based on the Percentage Interests set forth in Exhibit C of the Third Amendment, such Percentage Interests also being set forth as Exhibit A to this Developer's Agreement.
3. **Further Amendment to Declaration.** In accordance with the provisions of the Third Amendment and this Developer's Agreement, any further modification or amendment of the Tax Allocation set forth in the Third Amendment shall require the prior written consent of the City.
4. **Binding Effect.** This Developer's Agreement shall inure to the benefit of and bind the parties and their respective successors and assigns.
5. **Governing Law.** This Developer's Agreement shall be governed by North Dakota law.
6. **Counterparts and Electronic Signatures.** This Developer's Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures may be signed and delivered by e-mail of a digital document (e.g., PDF, JPG, TIFF, or similar format) or by electronic signature (e.g., DocuSign or similar technology) and maintained in electronic form. Electronic records and signatures shall be treated for purposes of validity, enforceability, and admissibility the same as original paper documents bearing hand-written signatures.

[signatures follow]

HOA:

THE PASS AT WOODHAVEN HOMEOWNERS'
ASSOCIATION

By: 

Name: Mark Anderson

Title: Secretary

STATE OF North Dakota)

)

SS

COUNTY OF Cass)

)

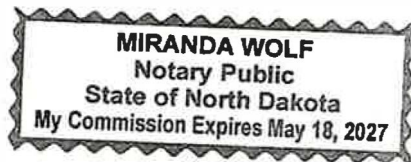
This instrument was acknowledged before me this 8th day of May, 2025, by Mark Anderson, the Secretary of The Pass at Woodhaven Homeowners' Association, a North Dakota nonprofit corporation, on behalf of the corporation.

(SEAL)


CITY:

CITY OF FARGO

Notary Public



Dated this 8th day of May, 2025.

By: _____

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

EXHIBIT A
Percentage Interest of Each Unit

Lot No.	Address	Percentage
2	4116 Arthur Drive South	4.35%
3	4118 Arthur Drive South	4.35%
4	4120 Arthur Drive South	4.35%
5	4122 Arthur Drive South	4.35%
6	4154 Arthur Drive South	4.35%
7	4156 Arthur Drive South	4.35%
8	4158 Arthur Drive South	4.35%
9	4160 Arthur Drive South	4.35%
10	4162 Arthur Drive South	4.35%
11	4164 Arthur Drive South	4.35%
12	4114 Arthur Drive South	4.35%
14	4100 Arthur Drive South	4.35%
15	4102 Arthur Drive South	4.35%
16	4104 Arthur Drive South	4.35%
17	4106 Arthur Drive South	4.35%
18	4108 Arthur Drive South	4.35%
19	4110 Arthur Drive South	4.35%
20	4126 Arthur Drive South	4.35%
21	4128 Arthur Drive South	4.35%
22	4130 Arthur Drive South	4.35%
23	4132 Arthur Drive South	4.35%
24	4134 Arthur Drive South	4.35%
25	4135 Arthur Drive South	4.35%
TOTAL:		100.00%



FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

To: City Commissioners

From: Chief David B. Zibolski *DZ*

Date: May 8, 2025

RE: Purchase of Red River Valley SWAT Equipment through Grant Funding RFP #25133

COPY

Dear Commissioners,

The Fargo Police Department – Red River Valley SWAT Bomb and Tactical teams were awarded a grant from the North Dakota Department of Emergency Services (NDDDES) in the amount of \$474,000.00 (CFDA #97.067). The grant award was reviewed and approved via consent agenda by the Board of Commissioners on November 12, 2024 for the purchase of an updated robot for the Bomb Team. A budget adjustment was made and all activity will be tracked via project code PDES15. The NDDDES grant award does not require any price match from the City of Fargo.

Recommended Motion:

Approve the purchase of a robot from RAdECo in the amount of \$393,500.00

Attachment: RAdECo Robot Bid RFP#: 25133

Respectfully,

David B. Zibolski
Chief of Police

RADeCO, Inc

Date: April 22, 2025

RADeCO, Inc
POC: Brad Lovendale
860-564-1220
blovendale@radecoinc.com

Fargo Police Department
105 25th Street N
Fargo, ND 58102.

Subject: Quadruped Tactical Robot
RFP: RFP25133

Intro and quality of work.

RADeCO is a 70-year-old company providing products and services to the Defense, Public Safety, Security, HAZMAT, nuclear decommissioning and power generation industries. The product line consists of CBRNE detection instrumentation, radiation detection, air monitoring, ventilation, robotics, drones, and software.

RADeCO is the largest distributor and integrator of the Boston Dynamics Spot platform in the DoD and Public Safety Markets. The company was fortunate enough to be selected to be in the Early Adopter program before the robots were commercially available. Our focus has been customizing the base quadruped robot platform and upfitting it for the specific industry or customer's needs. This includes the integration of custom radio packages, cameras, explosives detection, radiation detection, chemical warfare agents, lidar, color schemes, and training. Apart from multiple robots on a single order, RADeCO has never produced the same robot solution twice. Each is unique as we have yet to find a customer with the identical needs of another.

The base solution has its origin in our SBIR contract with the Department of Homeland Security's Countering Weapons of Mass Destruction Division. The program included all components of DHS (Custom's and Border Patrol, US Secret Service, Homeland Security Investigations, TSA and the US Coast Guard). The project was to integrate and upfit a base Spot Quadruped robot for adding communications, camera packages, software, and integration of explosives detection and CBRN sensor technology.

In addition to DHS, RADeCO has built custom solutions for the US Army, US Army DEVCOM, US Air Force CBRN Ramstein Air Force Base, US Air Force CBRN Spangdahlem Air Force Base, US Secret Service, Portland Bomb Squad, AZ State Police Bomb Squad, Endicott Bomb Squad, Bellevue PD SWAT and more.

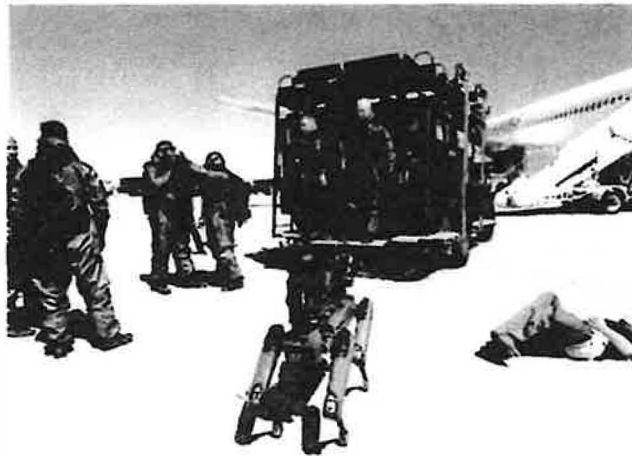
EOD, CBRN, and HAZMAT units require a solution rather than a product. RADeCO consults with the customer to hear their needs, expectations, geographical concerns, encryption, as well as existing

hardware (sensors and detectors). We develop a package based on these conversations and meetings to produce a proposed solution.

Robot Specifications.

RADeCO is offering the Boston Dynamics SPOT quadruped robot that meets your specs on RFP25133. Specification numbers 1-24.

Note we are offering 2 MPU5 encrypted radios for specification number 7. They are an equivalent. These are the ones that were used during our demo in Fargo this past winter. For pricing item number 3 we are quoting 2 radios. During our demo there was a talk of needing 4 radios. I added 2 extra radios to item number 2 in box marked option items. You will need more than 2 radios for observation and radio repeaters.



Training.

RADeCO offers full hands-on training and a support package. This includes a 30–60-minute virtual training session the day you receive the robot. This goes over all the dos and don'ts so you can get the robot up and running. Virtual training is basic. How to turn on robot, safety aspects, and going over different questions the operator may have to get them familiar with the robot and to practice with them before onsite training.

Our first day of onsite training includes safety briefing on the robot and going over the basics of the robot. Then we will go over the customer support of the robot and how to update the robot once one is available. The second half of the day will teach you to maneuver the robot up and downstairs, open doors and how to switch on and off the obstacle avoidance. We also go over how to operate the robot in confined spaces. The second day will go over radio and comms package. We will teach you how to program the radios and connect any other tablets to the radio package that is desired. The second half of the day will focus on manipulation. This is the most time consuming part as it does take practice. The training will go over the AI of the manipulator and how

to manually use the manipulator. The more practice you get with manually using the manipulator the better.

The 3rd day will be more manipulation and picking up and dragging objects. Then the second half of day is going over any questions and making sure the team is comfortable with using the robot. This is also a time when team members start challenging themselves with manual manipulation such as opening car doors or mailboxes.

After training is completed RADeCO does support you. We often answer calls at all times of the night. If you need customer support, you will be given 2-3 different contacts that are on the RADeCO team to help you out. It is just about 24 hours of on call service. This is included in our training package cost.



References.

[REDACTED]
Washoe County Sheriff's Office
Special Operations Division
Consolidated Bomb Squad - SWAT
Special Events – Extraditions
Desk – [REDACTED]
Cell – [REDACTED]
[REDACTED]

RADeCO won a contract from Washoe County SWAT and Bomb to provide a Boston Dynamics SPOT robot with, Arm, Camera IR, training and MPU5 Radio package.

[REDACTED] | Accreditation Sergeant / Bomb Squad Team Leader

Desk [REDACTED] | Cellular [REDACTED]
Bellevue Police Department | 450 110th Ave NE, Bellevue, WA 98004

RADeCO provided the Boston Dynamics SPOT public safety package that included the SPOT, Arm, IR Camera, radio package and training.

Feedback from [REDACTED]

"I wanted both of you to know how impressed and appreciative I am of your company. You both worked rapidly to make our requests happen. I appreciate your extremely fast follow-up. Danielle has been fantastic. She was patient during the initial setup online meeting and able to troubleshoot a connection problem late in the evening on the first try. She provided the info I needed immediately before an emergency SWAT mission. Her demo yesterday was well orchestrated. She provided quality instruction for the team members learning how to operate the robot. Her operating ability showed all the team members what the robot was truly capable of, which is far more than I could have imagined. "

[REDACTED]
Metropolitan Explosive Disposal Unit (MEDU)
449 NE Emerson Street
Portland, Oregon 97211
Office: [REDACTED]
Desk: [REDACTED]

RADeCO provided a SPOT SWAT and EOD package that included SPOT robot, IR CAM, Radio Package, Training and disruptor mount.

[REDACTED]
Unit Head-Bomb Squad Commander
sUAS Committee Chair
New Jersey State Police
[REDACTED] (Mobile)

RADeCO supplied 2 robots to the NJ State Police Bomb Squad. The packages included 2 robots with arms, IR Cameras, and radio packages.

Warranties.

One year of warranty is included for the robot. Additional years can be purchased now for \$27,280 per year. You can purchase as many years up front as you would like. You also can purchase the warranty year after year, but the price may be higher.

The warranty covers the robot for any leg breaks, manipulator breaks, software issues and panel breaks.

If you have any questions, please contact Brad Lovendale at 508-274-7059 or 860-564-1220.

Best regards,

Brad Lovendale
Vice President

RADeCO, Inc

Date: April 28, 2025

Subject: Payment Schedule

Per payment schedule.

In the optional items section includes a needed 2 extra radios for observation and repeaters. Also included is the needed rear IR Camera and extra warranty. The rear IR Camera is mentioned in specs but not listed in the Primary Items. Be sure to order the IR Camera for the PO as it is needed for SWAT scenarios along with the extra radios.

Also included in the Optional Items is the RTS Turret Disruptor System.

If you have any questions I can further explain if needed.

Best regards,

Brad Lovendale
Vice President
860-564-1220
blovendale@radecoiunc.com

PAYMENT SCHEDULE

**ALL PRICING TO REMAIN FIRM / FIXED
PRICING SHALL INCLUDE ALL APPLICABLE FEES**

PRIMARY ITEMS					
ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED NUMBER OF UNITS	EXTENDED AMOUNT
1	LARGE PLATFORM QUADRUPEL TACTICAL ROBOT W/ CONTROLLER UNIT AND LI-ION BATTERY	EA	\$110,200.00	1	\$110,200.00
2	ARTICULABLE ARM	EA	\$75,000.00	1	\$75,000.00
3	SILVUS RADIO SYSTEM AND RECEIVER	EA	\$46,750.00	1	\$46,750.00
4	THREE (3) DAY ON-SITE TRAINING	EA	\$5000.00	1	\$5000.00
TOTAL					230,950.00

OPTIONAL ITEMS					
ITEM NO.	DESCRIPTION	UNIT	UNIT COST	ESTIMATED NUMBER OF UNITS	EXTENDED AMOUNT
1	ADDITIONAL LI-ION BATTERIES	EA	\$6270.00	2	\$12540.00
2	2 Extra Radios	EA	\$46,750.00	1	\$46,750.00
3	IRCAM/360 PTZ	EA	\$49,250.00	1	\$49,250.00
4	SPOT-CARE-A	EA	\$27,250.00	2	\$54,500.00
RTS Training System		EA	\$5450.00	/ TOTAL	\$5450.00

\$162,530.00

29

April 28, 2025

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Authorization to extend the 2023/2024 Street Snow Plowing Services Contract with Master Construction Company for the 2025/2026 snow season (RFP23138).

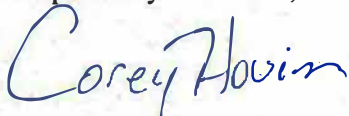
Commissioners:

Proposals were opened on Monday, August 8, 2023, in response to a Request for Proposal (RFP23138) for "Street Snow Plowing Services". A total of one (1) sealed response was received. See attached bid tabulation. Based on the stated criteria and staff review, Master Construction Company was awarded the Street Snow Plowing Services Contract for the 2023/2024 snow season. As part of the 2023/2024 RFP, language was included that allows the agreement to be renewed on an annual basis.

Master Construction Company successfully fulfilled the contract in 2023/2024, as well as the 2024/2025 extension. Public Works staff has visited with the current contract holder, and at this time, we are requesting authorization to extend the contract for the 2025/2026 snow season under the terms of the initial 2023 RFP (RFP23138).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP23138), to extend the initial 2023/2024 award contract for Street Snow Plowing Services Contract with Master Construction Company for the 2025/2026 snow season under the terms and conditions of the initial 2023 RFP (RFP23138).

Respectfully submitted,



Corey Houim
Public Works
Services Manager

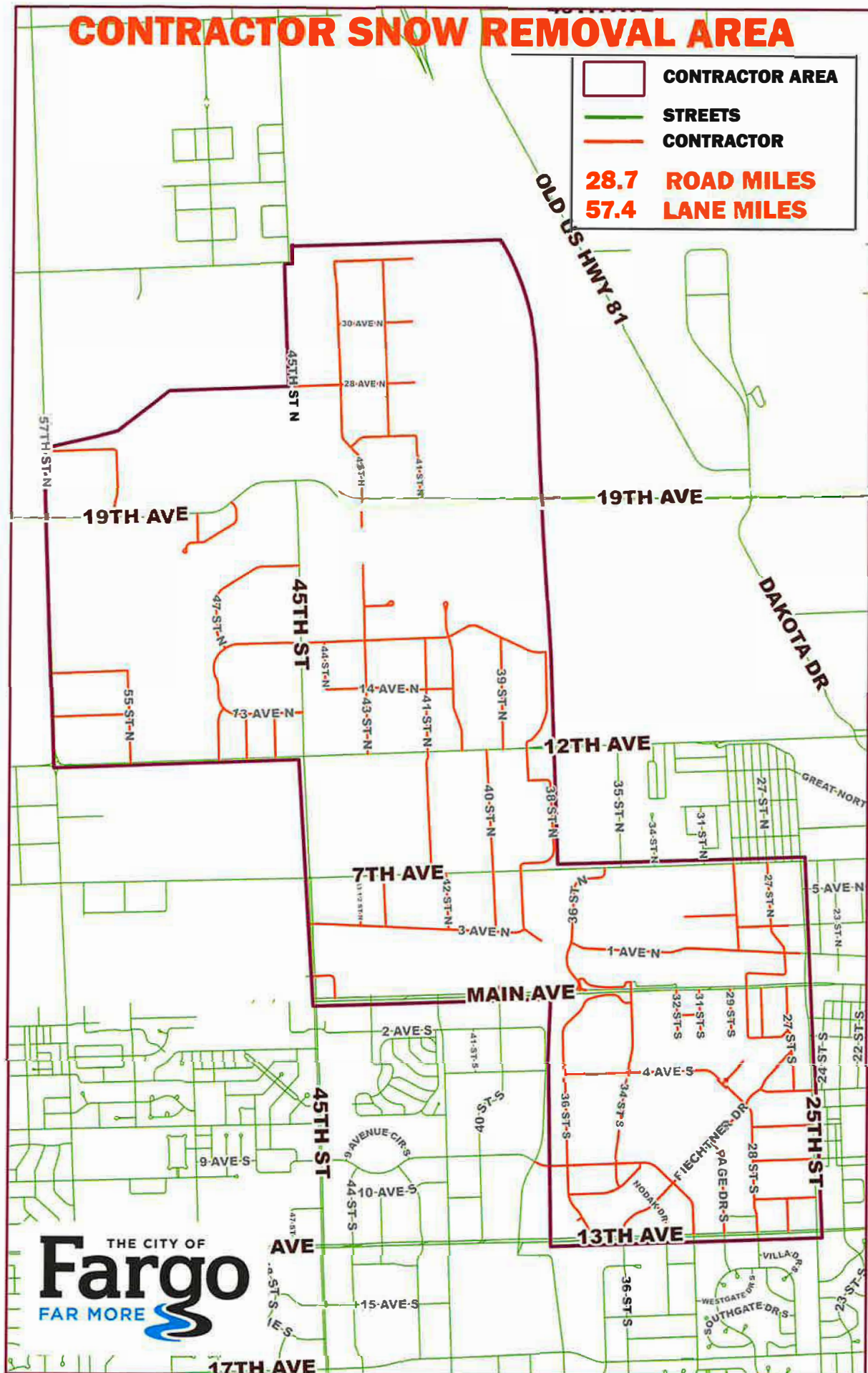


Exhibit B

SCHEDULE OF PRICES

CITY OF FARGO DEPARTMENT OF PUBLIC WORKS

STREET SNOW PLOWING

The undersigned agrees to furnish personnel and equipment described on the preceding pages in accordance with the terms of this Proposal and Agreement at the rates entered below and at such time as they may be requested by the City.

A quotation may be rejected if any alteration or erasure is made in entering the rates. Quotation rates must be entered in ink or typewritten.

Proposal

The following format may be used in the proposal to bid the Contractor area. The proposer may develop their own format, as long as all rates shown below are included.

Contractor Area Equipment Proposal

Equipment	Unit Price (per hour)	Available Units
Cat 14M Blade	\$375.00	2
JD 870 Blade	\$375.00	1

STREET SNOW PLOWING SERVICES AGREEMENT

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction Co., Inc. (Contractor) to provide street snow plowing services for the City. This agreement shall commence upon signing by both parties and ending May 31, 2026. The term of this agreement may be renewed on an annual basis by written mutual consent of both City and Contractor, provided the extension is signed by parties on or before September 15 of the contract year.

II. Scope of Services

As set forth within this agreement, Contractor shall provide snow removal operations on local city streets and rights-of-way within the city.

Snow Plowing Service Area

Contractor area map has been provided and attached as Exhibit A.

If at some point areas are added, City will work with Contractor on a mutually agreeable increase in service fees if the contract is renewed.

Removal of Snowfall

Contractor will complete plowing of snow from all city streets, cul-de-sacs and other right-of-ways within area designated as shown in Exhibit A.

Timeframe

Contractor area has been sized to allow snow removal operations to be completed in approximately 12 hours under typical storm conditions with optimum equipment allocations. Contractor will make every attempt to complete designated area in approximated time frame as previously stated.

Response Time

Contractor shall respond and begin snow removal operations within one (1) hour from the start time requested by City.

Equipment

Contractor will provide the designated equipment and manpower required for cleaning snow to include two motor graders, each with a moldboard measuring 12ft in length or greater and wing plow measuring 10ft in length or greater.

City reserves the right to reject any piece of equipment from continued or further engagement of services due to inability of the piece of equipment to function properly.

Safety

All snow removal will be conducted in a safe manner, with care given to the safety of the general public. All equipment shall be properly equipped and outfitted to meet all local, county, state or federal laws required for on-the-road emergency snow removal operations. City reserves the right to reject at any time, with notice to Contractor, any equipment that does not appear to meet any applicable legal requirements.

Personnel

Contractor shall provide City with the name, address and telephone number(s) for at least two designated contact personnel responsible for ensuring response to the City's request for snow removal service. Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, during the period the contract is in force including Saturdays, Sundays and Holidays.

Down Time

Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal operations. Contractor will not be compensated for any time in which a piece of equipment is not in operation.

Communications

Contractor will contact City before plowing operations begin and will ensure City issued portable automated vehicle location unit is activated. When Contractor area is completed, Contractor will contact City and confirm that Contractor area is completed.

Failure to do so may result in forfeiture of payment for that area.

III. Responsibility of the City

City shall oversee the execution of this agreement, disbursing of funds and provide discretion and direction to when, and if, plowing operations will be initiated.

IV. Contractor's Compensation and Seasonal Minimum Compensation

City will reimburse Contractor for services rendered per snow event as shown in the attached Exhibit B.

Contractor is guaranteed to be paid no less than \$80,000 (Minimum Compensation) for each snow season, provided Contractor has performed in accordance with all contract provisions throughout the snow season. If the total dollar amount paid to Contractor for that snow season equals less than the Minimum Compensation, City will pay Contractor the difference between the amount paid during the snow season and the Minimum Compensation. If Contractor has already been paid the amount of the Minimum Compensation or more for the snow season, it will not be entitled to any additional payment. If Contractor is called upon and does not respond, Minimum Compensation will be forfeited for season.

Eligible Seasonal Minimum Compensation amounts due or portions thereof shall be determined by City at the end of the snow season and the contractor shall submit an invoice after April 30, but before June 1, for payment.

If contract has been terminated prior to the end of the snow season, Seasonal Minimum Compensation will be forfeited.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

Contractor shall be responsible for any, and all, damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations.

Insurance shall be in such form as will protect Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the contract whether such operation by themselves or by anyone directly or indirectly employed by them.

Contractor shall furnish certificates of the following insurance to the City of Fargo, Public Works Department:

1. Workers' Compensation
2. Public Liability in the amount of \$1,000,000 per person.
\$3,000,000 per accident and property damage in the amount of
\$1,000,000 per accident. All such liability insurance shall apply to liability
assured under these specifications.

City shall be named as an additional insured to the extent of the operations under this contract.

Failure to maintain insurance during this contract period will result in contract forfeiture and Seasonal Minimum Compensation will be forfeited.

All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. All certificates of insurance shall be delivered to the City prior to the time that any operations under this Contract are started.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Non-Performance

Contractor shall waive any and all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from work performed by City either prior to, during, or after any scheduled or emergency snow removal operation in lieu of these contractual services as may be necessary due to nonperformance or excessive delays of Contractor.

XIII. Entire Agreement

The provisions as set forth and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 4/23/25

Master Construction Co., Inc.

By: [Signature]

Its: DRES

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

May 5, 2025

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

RE: RFP25125 for Professional Online Auction Services

Commissioners:

The City of Fargo holds biannual auctions of surplus departmental equipment and impounded vehicles, consistently generating favorable returns for the city's general fund. To enhance promotion and increase the success of these auctions, the city issued a Request for Proposals (RFP) for Professional Online Auction Services, aiming to find a provider that best fits the city's current needs and offers potential for future growth.

On April 8, 2025 two (2) qualified vendors submitted proposals for the City's review.

Vendors:

- Steffes Group Inc
- Mclaughlin Auctioneers LLC

Scoring Results

36.35
24.65

As part of the evaluation process, individual meetings were conducted separately with each vendor to gain a clearer understanding of their proposed services. Proposals were assessed using a weighted scoring system, with criteria including technical capabilities, service management, relevant experience and qualifications, cost and compliance with the specified requirements. A synopsis of submitted proposals is attached for your review and consideration.

The review committee comprised of Ben Dow, Director of Operations; Tom Ganje, Fleet Purchasing Manager; Daniel Hulbert, Police Department Sergeant; and Allan Erickson, Fleet Services Manager determined that the proposal submitted by Steffes Group Inc most effectively met the requirements and specifications outlined in the RFP. It also received the highest scores based of the weighted evaluation criteria and was identified as offering the greatest potential to support the future growth of the City of Fargo's auction program.

SUGGESTED MOTION:

Approve the recommendation to contract with Steffes Group Inc to conduct the City of Fargo Surplus Equipment and Vehicle Impound Auctions from May 13, 2025 to December 31, 2028.

Respectfully Submitted,



Tom Ganje
Fleet Purchasing Manager

City of Fargo Professional Online Auction Services

RFP25125

5/5/2025

	Steffes Group	Mclaughlin Auctioneers
Ben Dow	9	7.6
Tom Ganje	9.2	5.8
Daniel Hulber	8.85	6.05
Allan Erickson	9.3	5.2
Total Scoring Weight	36.35	24.65

Total Scoring Weight = 100%

(Scoring Example)

Vendor 1	Technical	Management	Experience	Cost	Compliance
Rating	7(30%)	8(25%)	5(20%)	9(15%)	4(10%)
Score	2.1	2	1	1.35	.4

2025 City of Fargo

Professional Online Auction Service Scoring

Scoring Criteria

- Technical - 30%
- Management of Services - 25%
- Experience and Qualifications – 20%
- Cost – 15%
- Compliance with Requirements – 10%

(Ex.) Total Scoring Weight = 100% - Rating 1-10 (10 being highest score)

Véndor 1	Technical	Management	Experience	Cost	Compliance
Rating	7(30%)	8(25%)	5(20%)	9(15%)	4(10%)
Score	2.1	2	1	1.35	.4

Score = 6.85/10

Technical

Could you provide a detailed explanation of your proposal to the committee?

Proposal questions

Score = _____

Management of Services

Can you provide an overview of the different positions within your team and what each one does during before, during and after the auction?

How many staff members are with your organization?

Do you have staff dedicated to ensuring that all necessary paperwork is properly transferred from the seller to the buyer during and after the auction?

How do you ensure that all legal documents, including titles, contracts, and proof of sale, are properly prepared and transferred to the buyer?

How are post-auction items handled at your facilities? Do you offer any services for buyers who need assistance with loading, transporting, or storing their purchases?

Could you describe your auction facilities, location, security measures, and how they are set up to accommodate the auction process?

Score = _____

Experience and Qualifications

How do you identify and target specific buyer demographics or niche markets for auctions of these types? (Fleet/Impound)

What marketing channels do you use to promote your auctions and reach potential buyers?

What is your company's reputation in the auction industry, and how have you built trust with your clients and bidders?

Could you tell the committee about your company's history and how long you've been operating in the auction industry?

Score = _____

Cost

Commissions / Advertisement / Buyers Premiums / Credit Card Processing / Other Cost

_____/_____/_____/_____/_____

Score = _____

Compliance with Requirements

Does vendor ensure full compliance with all City of Fargo auction requirements? (Ex. documentation, operational procedures, and adherence to terms and conditions during both pre-auction and post-auction phases)

Score = _____

Total Score _____

Printed Name: _____

Signature: _____

Date: _____



Metropolitan Area Transit

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

(31)

May 8, 2025

Board of City Commissioners
City Hall – 225 4th St N
Fargo, ND 58102

Dear Commissioners:

LinkFM is a bus route that has provided episodic bus service to community events since 2020. These pre-approved events have primarily been held in the Downtown Fargo-Moorhead area, but also include the Trollwood Mainstage Musical and Pride in the Park events at the Bluestem Amphitheater in Moorhead. LinkFM was initially intended as a solution to the limited availability of parking in downtown Fargo, with the former Moorhead Center Mall parking lot being utilized as a park and ride location.

Over the past few years, multiple parking ramps have been constructed in the Downtown Fargo area, which has eliminated much of the demand for the service. The demolition of the Moorhead Center Mall has greatly reduced the site's parking capacity. Also, this year, LinkFM will no longer have the ability to service the Trollwood Mainstage Musical, due to MATBUS operating hours ending at 10:15pm (approved June 2024). These changes have led MATBUS staff to recommend the elimination of the LinkFM events listed below. This recommendation was brought forward to the MATBUS Coordination Committee and was unanimously approved.


An informational display on the proposed route and service changes, as well as comment cards, were provided in the lobby of the Ground Transportation Center from April 24 – May 6. No written comments regarding LinkFM were received.

Proposed Changes to LinkFM: The proposed change would permanently eliminate LinkFM service for the following events:

- Frostival Frozen Fortress
- Celtic Festival
- Scandinavian Festival
- Downtown Fargo Street Fair
- Trollwood Mainstage Musical
- Pangea: Cultivate Our Cultures

Requested motion: Approve the elimination of the previously listed LinkFM events effective May 13, 2025.

Thank you,


Julie Bommelman
Transit Director
City of Fargo

For Schedule Information: 701-232-7500

