

FARGO CITY COMMISSION AGENDA
Monday, August 18, 2025 – 5:00 P.M.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:30 p.m. on Monday, August 18, 2025, and retire into Executive Session for the purpose of attorney consultation regarding pending opioid litigation with Purdue Pharma, L.P. and the Sackler Family, and with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus to receive its attorneys' advice and guidance on the legal risks, strengths, and weaknesses of an action of a public entity, which, to discuss these matters in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, August 4, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Purchase Agreement and Permanent Easement Agreement (Methane Gas Pipeline) with ARD Properties, LLC.
- 2. Agreement with the City of West Fargo for Galvanizers Addition.
- 3. Settlement Agreement and Release, and Assignment of Site Improvement and Work Product with 501 Main Ave DevCorp, LLC.
- 4. Receive and file an Ordinance Amending Sections 25-1506, 25-1507 and 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Licensing and Regulating Businesses and Trades.
- 5. 1st reading of an Ordinance Amending Sections 12-0306, 12-0308, 12-0310, 12-0311 and 12-0314 of Article 12-03 of Chapter 12 of the Fargo Municipal Code Relating to Domestic Fowl, Wild Birds and Pets.
- 6. 2nd reading, waive reading and final adoption of an Ordinance Amending Article 11-04 of Chapter 11 of the Fargo Municipal Code Relating to Automobiles and Personal Property; 1st reading, 8/4/25.

7. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code Relating to the International Residential Code; 1st reading, 8/4/25.
8. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 8-0906 of Article 8-09 of Chapter 8 of the Fargo Municipal Code Relating to the Traffic Code; 1st reading, 8/4/25.
9. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 8-1003 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to the Traffic Code; 1st reading, 8/4/25.
10. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 10-0304 of Article 10-03 of Chapter 10 of the Fargo Municipal Code relating to Public Safety, Morals and Welfare; 1st reading, 8/4/25.
11. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 1-0305, of Article 1-03, of Chapter 1, of the Fargo Municipal Code Relating to Classification of Ordinance Violations; 1st reading, 8/4/25.
12. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Sullivan Second Addition to the City of Fargo; 1st reading, 8/4/25.
13. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in RLN Business Park Second Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 8/4/25.
14. Applications for Games of Chance:
 - a. Benefit for Karen Smith for a raffle on 8/24/25; Public Spirited Resolution.
 - b. El Zagal Shrine Temple for a calendar raffle 7/1/26-12/31/26.
 - c. Fargo North High School for a raffle on 11/1/25-2/28/26.
 - d. Fargo North High School for a raffle on 8/19/25-1/31/26.
 - e. Fargo North High School for a raffle on 8/19/25-5/31/26.
 - f. Fargo North High School for a raffle on 8/19/25-3/31/26.
 - g. Fargo North High School for a raffle on 3/1/26-6/30/26.
 - h. Fargo North High School for a raffle on 4/11/26.
 - i. Nativity Church of Fargo for a raffle and raffle board on 11/9/25.
 - j. Red River Children's Advocacy Center for a raffle on 10/21/25.
15. 2026 to 2027 State of North Dakota Flex Funds Project Applications.
16. Change Order No. 1 in the amount of \$96,000.00 for Project No. PR-25-A1.
17. Change Order No. 1 in the amount of \$25,800.00 for Project No. TR-25-E1.
18. Negative Final Balancing Change Order No. 1 in the amount of -\$31,194.24 for Project No. DR-21-A1.
19. Task Order No. 1 with Stantec in the amount of \$136,091.00 for Project No. MS-25-F0.
20. Bridge Cost Share Agreement with the City of Moorhead and Amendment No. 1 in the amount of \$420,000.00 (\$210,000.00 City of Fargo's share) for Project No. QN-23-B1.

21. Reimbursement to Cass County Electric Cooperative in the amount of \$25,852.14 for Improvement District No. BN-23-F1.
22. Private Utility Relocation Reimbursement to Cass County Electric Cooperative in the amount of \$16,664.67 for Improvement District No. BN-24-B1.
23. Change Order No. 1 in the amount of \$21,197.94 and 8-day time extension to the substantial completion date to 8/8/25 for Improvement District No. BR-25-F1.
24. Design decision for the future project on 4th Street from Main Avenue to 1st Street North (Improvement District No. BR-26-F1).
25. Bid award in the amount of \$182,000.00 and Agreement with KLJ Engineering, LLC for HVAC Design and Construction Planning Services at the Police Department Headquarters (RFP25199).
26. Items from the FAHR Meeting:
 - a. Receive and file Sales Tax update.
 - b. Receive and file General Fund - Budget to Actual through 6/30/25.
 - c. Receive and file General Fund - Budget to Actual through 7/31/25.
 - d. Authorize the Finance Director to work with the City Attorney to update Municipal Code language for the Capital Asset Policy.
27. Extension of FMLA leave for Firefighter Peter Amstrup.
28. Notice of Grant Award from ND Department of Health and Human Services for PHEP City Readiness Initiative (CFDA# 93.069).
29. Strategic Planning Consultant and Dashboard Interface Agreement with AchieveIt Online, LLC (RFP25146).
30. Set Tuesday, September 2, 2025 as the date and time for a Public Hearing on a dangerous building located at 1202-1204 1st Avenue South and 103, 105, 105 1/2 12th Street South.
31. Memorandum of Understanding with Scheels All Sports, Inc. and the Fargo Police Department for the establishment and use of a remote work station within the Fargo Scheels facility.
32. Allow the Police Department to use seized asset forfeiture funds in the amount of \$17,716.22 for Detective Justin Valenti to attend a 10-week National Forensic Academy Training.
33. Change Order No. 1 in the amount of \$0.00 for the GTC Deck Overlay Project.
34. Contractor Work Order Request - State Contract #283 with GMV Syncromatics Corp.
35. Bills.

REGULAR AGENDA:

36. Presentation of the 2025 Accreditation Renewal to the Fargo Fire Department.

37. Recommendations for Amendments to the Home Rule Charter and Fargo Municipal Code to comply with changes in State Law.
 - a. Resolution (Amendment of Article 3(F) of Home Rule Charter).
 - b. Resolution (Amendment of Article 2(A)(12) and (13) of Home Rule Charter).
 - c. Resolution (Removal of Article 11 of Home Rule Charter).
 - d. Receive and file an Ordinance Amending Section 2-0202 of Article 2-02 of Chapter 2 of the Fargo Municipal Code Relating to Election Dates.
 - e. Receive and file an Ordinance Amending Section 2-0205 of Article 2-02 of Chapter 2 of the Fargo Municipal Code Relating to Election Procedures.
38. Recommendation to approve the Second Amendment to the Developer Agreement with Grove Enclave, LLC.
39. Recommendation to adopt a policy that requires business operations to begin or construction to start within three years of the City Commission granting a property tax exemption.
40. Recommendation to approve the Core Neighborhood Housing Payment in Lieu of Taxes (PILOT) Guidelines.
41. Recommendation for reappointments to the Planning Commission.
42. Liaison Commissioner Assignment Updates.
43. **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).**

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

Minutes are available on the City of Fargo web site at FargoND.gov/CityCommission.



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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research

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

DATE: August 6, 2025

SUBJECT: Sale of Landfill Property

On July 21, 2025 the Fargo City Commission met in Executive Session for the purposes of discussing negotiation strategy, to provide negotiating instructions to the City's attorney or other negotiator regarding various and separate pending or potential contracts for the sale of land by the City located west of the landfill.

Following the executive session, the City Administrator was authorized to finalize any necessary verbiage in the agreement and to make the counteroffer in accordance with the terms discussed in the Executive Session. The Mayor was also authorized to sign the counteroffer, with the understanding that if it is accepted by the buyer, the agreement will then be brought back to the City Commission for receive and filing.

The buyer accepted the counteroffer and the purchase agreement has been signed by the buyer and the Mayor. It is attached for your information.

Recommended Motion

Receive and file the purchase agreement between the City of Fargo and ARD Properties.

PURCHASE AGREEMENT

(ARD Properties, LLC and City of Fargo)

THIS AGREEMENT ("Agreement"), made and entered into this 24 day of July, 2025, by and between the City of Fargo, a North Dakota municipal corporation, 225 Fourth Street North, Fargo, North Dakota 58102, hereinafter "Seller", and ARD Properties, LLC, a North Dakota Limited Liability Company, hereinafter "Buyer" of 345 12th Ave NE, West Fargo, ND 58078.

WITNESSETH:

Article 1 Purchase-Purchase Price-Earnest Money.

Section 1.1 Seller agrees to sell and Buyer agrees to purchase, upon the terms and conditions hereinafter set forth, the following described real property and all appurtenances, thereunto belonging, owned by Seller and located in the City of West Fargo, County of Cass, State of North Dakota, to-wit:

- (a) Approximately +/- 47.706 acres or +/- 2,078,086 square feet of land as depicted as "Parcel A" on the site plan attached hereto as Exhibit A, and the legal description for which is included on Exhibit B; and,
- (b) Approximately +/- 0.104 acres, or +/- 4550 square feet of land as depicted as "Parcel B" on the site plan attached hereto as Exhibit A, and the legal description for which is included on Exhibit B; and,
- (c) Approximately +/- 0.23 acres, or +/- 10,000 square feet of land as depicted as "Parcel C" and on the site plan attached hereto as Exhibit A;
- (d) Approximately +/- 0.4159 acres, or +/-18,116 square feet of land, said parcel being 51.76 feet by 350 feet more or less, as depicted as "Parcel D" and on the site plan attached hereto as Exhibit A; and,
- (e) Approximately +/- 0.0574 acres, or +/-2,500 square feet of land, said parcel being 50 x 50 feet more or less, as depicted as "Parcel E" and on the site plan attached hereto as Exhibit A;

the legal description for Parcels A, B, C, D and E shall be determined by a survey as described in Section 1.3, below. For purposes of this Agreement, Parcels A, B, C, D and E shall be cumulatively referred to herein as the "Subject Property."

Section 1.2 The terms and conditions of such sale and purchase are as follows:

The purchase price for the Subject Property shall be	\$6,143,776.20
Less Earnest Money	<u>\$ 200,000.00</u>
Balance Due	\$5,943,776.20

Payable as follows: Balance Due amount shall be paid in cash at closing.

Section 1.3 Adjustment to Purchase Price by Verified Area. The parties recognize that the above-stated Purchase Price is based upon the sum of assumed square footage calculations for Parcel A plus Parcel B of +/- 2,082,636 square feet (2,078,086 + 4,550) at a purchase price of \$2.95 per square foot and that the ultimate description of the Subject Property to be conveyed shall be verified by survey to be prepared and the contents of which are to be agreed upon by the parties prior to the First Contingency Deadline, defined below, and the total sum of the Purchase Price shall be subject to pro-rata adjustment in accordance with the final verified square footage of the Parcel A and Parcel B, combined, but excluding Parcels C, D and E and also excluding the area comprising the cul de sac for 12th Street NE, as referenced below, as provided in said survey.

- (a) Purchase Price—Parcels C, D and E. The parties further recognize and agree that said Purchase Price shall include a Zero Dollar (\$0.00) value for Parcels C, D and E.
- (b) Purchase Price—Cul de sac—12th Street NE. The parties further recognize and agree that the square footage calculation for Parcel A in said survey shall not include certain area to be designated for future dedication of right-of-way of a cul de sac at the southerly reach of 12th Street NE, which southerly reach is to be extended via a subdivision plat being pursued by Galvanizers, Inc., with the cooperation of the City of Fargo, Seller herein. The Subject Property to be conveyed as set forth in this Agreement shall include the area to be designated for the future cul de sac; however, the calculation of square footage of Parcel A is to expressly exclude the square footage to be attributed for the cul de sac and said cul-de-sac square footage is to be excluded from the calculation of the Purchase Price. The configuration of the intended future cul de sac and the resulting square-footage to be excluded in determining the Purchase Price shall be agreed upon by the parties prior to the First Contingency Deadline in the same manner as is described above in this Section.
- (c) Purchase Price—12th Ave NE ROW. The parties further recognize and agree that the square footage included within the public right of way along 12th Avenue NE shall be excluded in determining the Purchase Price and shall be

agreed upon by the parties prior to the First Contingency Deadline in the same manner as described above in this Section.

(d) Purchase Price—9th Street ROW. The parties further recognize and agree that the square footage included within the public right of way along 9th Street shall be excluded in determining the Purchase Price and shall be agreed upon by the parties prior to the First Contingency Deadline in the same manner as described above in this Section. For purposes of this Agreement, the right of way along the east side of 9th Street and the south side of 12th Ave NE shall be deemed to include the grant of a permanent easement for to the City of West Fargo by the City of Fargo in that certain instrument dated May 27, 2025, and recorded June 25, 2025 as Document Number 1737180.

Section 1.4 Earnest Money. Within two (2) business days upon receipt of both parties' acceptance of this Agreement, Buyer will pay the sum of \$200,000 as earnest money to be credited on the purchase price. Buyer agrees to perform the other terms and conditions of this contract to be kept and performed by Buyer upon the delivery of the Limited Warranty Deed by Seller, conveying the Subject Property to Buyer. The Property may be subject to restrictive covenants, easements and grants, and reservations of mineral of record, if any, acceptable to Buyer.

Section 1.5 Custody Of Earnest Money. The earnest money paid hereunder shall be held in the trust account of The Title Company, designated closing agent.

Section 1.6 Default & Liquidated Damages. Should Buyer default in completing the terms and conditions of this Agreement, the earnest money hereunder paid by Buyer shall be forfeited as liquidated damages as Seller's sole remedy. In establishing the amount of earnest money paid hereunder and in designating such as liquidated damages, both Seller and Buyer specifically acknowledge that actual damages resulting from Buyer's breach are impractical or extremely difficult to ascertain.

Section 1.7 Easement for Methane Gas Pipeline.

(a) The parties acknowledge that a certain underground methane gas pipeline has been installed by the Seller, the City of Fargo, upon the Subject Property at a location as described on the site plan attached to this Agreement as Exhibit C (the "Methane Gas Easement Location") and that the Seller is the owner of said pipeline. The parties agree that the conveyance of the Subject Property to Buyer shall be subject to a nonappurtenant easement for the benefit of the pipeline owner, the City of Fargo, and the parties agree to enter into such easement agreement consisting of a grant thereof and an agreement therefore for the purpose of operating, maintaining, repairing and replacing said pipeline, the form of which easement shall be substantially in conformance with Exhibit D, hereto (the "Methane Gas Easement Agreement").

(b) The parties further agree that the Seller, the City of Fargo, will be responsible for re-routing a portion of said methane gas pipeline lying within the Methane Gas Easement Location, said re-routing to be undertaken by the City of Fargo at the City of Fargo's sole expense. The resulting methane gas pipeline will thereafter lie at the location as described on the site plan attached hereto as Exhibit E (the "Revised Methane Gas Easement Location").

(c) The Seller expects to undertake the pipeline relocation commencing after the Closing Date and to complete the pipeline relocation on or before June 30, 2026.

(d) At the closing, the sum of Sixty Thousand and no/100 Dollars (\$60,000.00) shall be retained from the Purchase Price and held by The Title Company in escrow until such time as the City of Fargo has completed the relocation project [the "Pipeline Escrow Funds"].

(e) Upon completion of the relocation project, City will issue a Partial Release of Easement in a form substantially similar to Exhibit F, hereto, and the Buyer will authorize Pipeline Escrow Funds to be released from escrow and remitted to the Seller, the City of Fargo.

Article 2 Abstract-Review-Title Opinion

Section 2.1 Abstract and Title Opinion - Remedies. Seller will furnish Buyer with an updated abstract of title to Parcels A and B evidencing marketable title in Seller, cost of which (updating) shall be borne by Seller. Seller warrants that Seller has not done anything or failed to perform any act that would change the condition of title. The cost of examination of the abstract shall be borne by Buyer. Buyer will have twenty (20) days following receipt of abstract within which to object to status of title. In the event Seller's title is not free of defects and cannot be made so within sixty (60) days after notice containing a written statement of defects is delivered to Seller, then said earnest money shall be refunded and all rights and obligations of the Buyer terminated, except that Buyer may waive defects and elect to purchase.

Section 2.2 Title and Survey-Buyer. Buyer shall be responsible for performing any and all title and survey examination or due diligence that Buyer deems prudent, at Buyer's sole cost and expense. Buyer acknowledges and agrees that the City is providing marketable title to Parcel A and Parcel B, but not as to Parcels C, D or E, and otherwise is not providing any representations or warranties as to the condition of title and expressly waives any claims Buyer may have against the City in connection with any title defects.

Section 2.3 Survey-Seller. Notwithstanding the foregoing Section 2.2, the Seller shall be responsible, at Seller's expense, to prepare a survey of the Subject Property and of Parcels D and E, but not of Parcel C, along with the appropriate legal description or descriptions for the same for purposes of this Agreement. Furthermore, for the purpose of recording the Methane Gas Easement Agreement, the form of which is Exhibit D, and

the later recording of the Partial Release of Easement, the form of which is Exhibit F, the Seller shall be responsible, at Seller's expense, to prepare a survey to be used in establishing a legal description for the location of said easement in Exhibit D and for the location of the resulting easement for said partial release. Said survey work shall include any necessary certificates of survey that may be necessary or appropriate for recording purposes.

Article 3 Covenants and Deliverables.

Section 3.1 Entitlements the Responsibility of Buyer. The parties understand that the City of West Fargo will not require the Subject Property, which is currently unplatted land, to be platted prior to the recording of the limited warranty deed conveying Parcels A and B to the Buyer, as contemplated in this Agreement. Therefore, with respect to development of the Subject Property by the Buyer after the closing, Buyer will be responsible for advancing and coordination with the City of West Fargo the pursuit of such any and all entitlements, including specifically, the development of a proposed plat that includes the Subject Property and the pursuit of the approval of such plat by the City of West Fargo, and which entitlements may or may not include: rezoning, park dedication fees, wetland mitigation, or any other development related items that the City of West Fargo may require and that Buyer will be responsible for all the costs associated therewith.

Section 3.2 Seller shall provide Buyer with all written materials in Seller's possession regarding the environmental condition of the Subject Property.

Section 3.3 The Buyer shall have access to Parcels A and B prior to closing for the purposes of conducting any examinations or tests deemed necessary in regard to the proposed business activities upon Parcels A and B or for hazardous substances that might be located on Parcels A and B. Buyer shall pay all costs and expenses of such investigation and testing and shall hold Seller harmless from all costs and liabilities relating to Buyer's activities. Buyer shall further repair and restore any damage to Parcels A and B caused by or occurring during Buyer's testing and return Parcels A and B to substantially the same condition as existed prior to such entry.

Section 3.4 Seller shall be responsible for payment of the commission to Dakota Commercial & Development Co., "Broker," in accordance with the Non-exclusive Listing Agreement between Seller and Broker.

Article 4 Closing

Section 4.1 Closing Date and Transfer of Possession. Closing and possession of the Subject Property shall occur at a date and time to be agreed upon by the parties following such approval (the "Closing Date"); provided, however, that in no event shall such date of closing occur any later than October 1, 2025, subject to any extension of time herein granted in the event title to Parcels A and B should be found unmarketable and subject to change by mutual agreement of Seller and Buyer.

Section 4.2 Taxes and Special Assessments. Taxes and installments of special assessments, if any, for the year 2024, payable in the year 2025, are the responsibility of Seller. Taxes and installments of special assessments, if any, for the year 2026 and thereafter shall be the responsibility of Buyer. Buyer shall assume the balance of special assessments as of the date of closing that have been levied but not yet certified by the county for collection that will be assigned to the property by the City of West Fargo.

(a) The parties recognize that there will be property taxes and special assessments certified for collection for the year 2025, payable in 2026, that have been levied against the larger tract of property owned by the City of Fargo of which the Subject Property is a part and that the City of West Fargo, in accordance with its established policy or practices, will allocate the taxes and special assessments between the Subject Property and with any remaining Fargo-owned parcel or parcels in accordance with West Fargo city policy—presumably by a square-foot allocation method. Taxes and installments of special assessments, if any, for the year 2025, payable in the year 2026, are to be prorated to the date of closing utilizing 2024 property taxes and installments of special assessments certified for collection for the larger tract of property owned by the city of Fargo of which the Subject Property is a part. The parties will coordinate with the City of West Fargo, and with each other, to pro-rate the taxes and installments of special assessments for the Subject Property for the year 2025, the year of the closing, payable in 2026. The parties further recognize that upon the conveyance of the Subject Property to Buyer of the Subject Property, the property tax exemption for properties owned by political subdivisions of the state as provided by N.D.C.C. §57-02-08(1) will be removed and, therefore, any property taxes applied to the Subject Property from and after the date of the closing as a result of the removal of such exemption will be the responsibility of the Buyer.

(b) For information purposes, the City of West Fargo parcel report for the said larger tract indicates a property tax for 2024 of \$1,488.75 and special assessments certified for collection in 2024 of \$168,982.05 and said parcel report identifies the “GIF map lot size” of 3,648,321 square feet. Outstanding special assessments total \$1,840,315.48 as of May 9, 2025.

Section 4.3 Closing Costs. Seller shall be responsible for the following closing costs: Commission to Broker as referenced above; abstract continuation; preparation of the limited warranty deed and, if any, the quitclaim deed and the easement for the methane gas pipeline; preparation of and recording expense of the easement for the methane gas pipeline and of all releases, satisfactions and corrective documents; one-half of any reasonable title company fees to conduct the closing; Buyer shall be responsible for title examination fees and recordation of limited warranty deed and, if any, the quitclaim deed to Buyer, and one-half of reasonable title company fees to conduct the closing. Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the event Buyer or Buyer’s lender requires title insurance, the cost thereof (including but not limited to abstract examination, any special endorsements and required surveys) shall be entirely paid by Buyer except as to

the survey work that is the responsibility of the Seller, as described in Section 2.3, which work shall be at the Seller's cost.

Section 4.4 Liens and Encumbrances. The property shall be conveyed to Buyer free and clear of all liens and encumbrances, except special assessments and all easements or covenants of record if any.

Section 4.5 Assignability and Title. This purchase agreement may not be assigned by Buyer without written approval of Seller. Buyer wishes to take title as follows:

ARD Properties, LLC, a North Dakota limited liability company.

Section 4.6 Conveyance of Parcels A and B shall be by limited warranty deed in the usual form used in North Dakota. Parcels C, D and E shall not be included in the limited warranty to be delivered by Seller to Buyer at closing via the limited warranty deed contemplated by this Agreement but that Seller will quitclaim to Buyer any interest Seller may have in said Parcels C, D and E, which quitclaim shall either be contained within the limited warranty deed, or be accomplished via one or more separate quitclaim deeds. At the closing, the parties shall also execute the Methane Gas Easement Agreement, as described in Section 1.7. The Seller will arrange preparation of the limited warranty deed, a quitclaim deed or deeds, if necessary or appropriate, and the Methane Gas Easement Agreement, at Seller's cost.

Section 4.7 Personal Property. There is no personal property included in this sale.

Article 5 Contingencies.

Section 5.1 Contingencies for Benefit of Buyer. Buyer's obligations under this Agreement are subject to satisfaction or waiver by Buyer of the following contingencies:

(a) Within five (5) business days after receipt by Buyer from the City of West Fargo as follows:

(i) Contingency-West Fargo Allocation of Special Assessments to Subject Property. As stated, the Subject Property is a part of a larger parcel of land and the City of West Fargo has levied certain special assessments against the larger parcel. Buyer shall be responsible for requesting from the City of West Fargo a determination as to how said levied special assessments will be allocated to the Subject Property upon the conveyance and closing of this transaction. Buyer shall have five (5) business days to exercise this contingency, in Buyer's reasonable discretion, after receiving from the City of West Fargo the special assessment determination for the Subject Property.

(ii) Contingency-West Fargo City Zoning. Buyer shall be responsible for requesting from the City of West Fargo verification that the City of West Fargo intends for the Subject Property to continue being zoned as

“Heavy Industrial,” as said zoning category is defined or described in the zoning regulations of said city. Buyer shall have five (5) business days to exercise this contingency, in Buyer’s reasonable discretion, after receiving such verification or of West Fargo’s intent or desire to change the zoning category for the Subject Property.

(b) On or before September 16, 2025, referred to herein as the “First Contingency Deadline,” the second contingency deadline being the closing on the Closing Date:

(i) Contingency-Financing. Buyer shall have satisfied itself, in its reasonable discretion, with the financing terms from a lender of Buyer’s choosing for financing of the purchase of the Subject Property.

(ii) Contingency- Inspection-Soils. Buyer shall have satisfied itself, in its reasonable discretion, with Buyer’s inspection of the Subject Property and that the soils on the Subject Property do not unlawfully contain hazardous substances, wastes, pollutants or other contaminants.

(iii) Contingency-Stormwater Retention. Buyer shall be responsible for requesting from the City of West Fargo its determination as to said city’s minimum requirements for the supplying of stormwater retention or detention. Buyer shall have satisfied itself, in its reasonable discretion, as to requirements of the City of West Fargo for such minimum.

(iv) Survey of Subject Property-Square-footage Calculation. Buyer shall have satisfied itself, in its reasonable discretion, with the configuration of the cul de sac and the verified square footage of such portion of Parcel A to be excluded from the calculation of the Purchase Price as described in Section 1.3, with the surveyed legal description of Parcels A and B.

(c) On or before the Closing Date:

(i) Contingency- Soils. There have been no material changes to the Subject Property since the First Contingency Deadline with respect to the condition of the soils thereon, as described in Subparagraph (ii) of Section 5.1(b), above.

(ii) There is no pending or threatened litigation, injunction or other lawful order that prohibits the consummation of this Agreement; and,

(iii) All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement, as applicable, including the delivery of all documents and notices provided for herein, have been performed and complied with in all material respects.

The contingencies set forth in this Section 5.1 are intended for the sole benefit of Buyer and may be insisted upon or waived, in whole or in part, by Buyer in its sole discretion. Buyer shall exercise reasonable diligence to satisfy its contingencies until and unless it exercises same. If a contingency set out in Section 5.1 is unsatisfied as of the applicable contingency deadline, Buyer may at its option waive the contingency and proceed to perform under this Agreement or terminate this Agreement. Notwithstanding anything herein to the contrary, waiver by Buyer of any contingencies in its favor shall not be deemed a waiver of any obligations of the Seller expressly set forth in this Agreement. If this Agreement is so terminated, no Party shall have the right to specific performance or damages for default of this Agreement.

Section 5.2 Contingencies for Benefit of Seller: Seller's obligations under this Agreement are subject to satisfaction or waiver by Seller of the following contingencies:

- (a) On or before the First Contingency Deadline:
 - (i) Survey of Subject Property-Square-footage Calculation. Seller shall have satisfied itself, in its reasonable discretion, with the configuration of the cul de sac and the verified square footage of such portion of Parcel A to be excluded from the calculation of the Purchase Price as described in Section 1.3, with the surveyed legal description of Parcels A and B.
- (b) On or before the Closing Date:
 - (i) Contingency-Closing of Sale to Galvanizer's, Inc. A sale of land adjacent to, and easterly from, the Subject Property by the Seller to Galvanizer's, Inc., has closed either prior to the Closing Date or, by agreement of the parties hereto, will close at the same time as the closing of this transaction.
 - (ii) There is no pending or threatened litigation, injunction or other lawful order that prohibits the consummation of this Agreement; and
 - (iii) All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement, as applicable, including the delivery of all documents and notices provided for herein, have been performed and complied with in all material respects.

The contingencies set forth in this Section 5.2 are intended for the sole benefit of Seller and may be insisted upon or waived, in whole or in part, by Seller in its sole discretion. Seller shall exercise reasonable diligence to satisfy its contingencies until and unless it exercises same. If a contingency set out in Section 5.2 is unsatisfied as of the applicable contingency deadline, Seller may at its option waive the contingency and proceed to perform under this Agreement or terminate this Agreement. Notwithstanding anything herein to the contrary, waiver by Seller of any contingencies in its favor shall not be

deemed a waiver of any obligations of the Seller expressly set forth in this Agreement. If this Agreement is so terminated, no Party shall have the right to specific performance or damages for default of this Agreement.

Article 6 Miscellaneous.

Section 6.1 As Is. Except for those representations and warranties specifically included in this Section 3: (i) the Seller makes no representations or warranties regarding the Subject Property; (ii) the Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Subject Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous materials on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Subject Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; and (iii) Buyer otherwise takes the Subject Property "AS IS", "WHERE IS" and "WITH ALL FAULTS."

Section 6.2 Risk Of Loss. Prior to closing, the risk of loss or damage to the Subject Property shall remain with Seller.

Section 6.3 Force Majeure. Neither party shall be liable to the other party for failure to perform any obligation or committing a default pursuant to this Agreement if such failure or default is a result of an Act of God, war, nationalization, labor dispute, strike, lockout, pandemic, governmental actions, inactions or delay, civil commotion, extreme weather, fire, flood, or other casualty or natural disaster, and/or other causes beyond the reasonable control of the party obligated to perform. However, this section shall not be a reason for any party to terminate this Agreement.

Section 6.4 Entire Agreement. This Agreement constitutes the entire agreement by and between the parties and any other prior representations or agreements are deemed merged herein and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

Section 6.5 Amendments, Modifications or Waivers. No amendment, modification or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not effect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.

Section 6.6 Construction Of Agreement. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate. Captions contained herein are

inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Agreement or any part thereof.

Section 6.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

Section 6.8 Governing Law. This Agreement shall be governed by the laws of the State of North Dakota.

Section 6.9 Counterparts. This Agreement shall be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully executed counterpart.

Section 6.10 Time is of the essence of each provision of this entire contract and of all the conditions thereof.

[Remainder of Page Blank—Execution Page to Follow]

DATED the day and year as set forth above.

SELLER:

City of Fargo,
a North Dakota municipal corporation

By: 
Dr. Tim Mahoney, Mayor

Attest: 
City Auditor
Deputy City Auditor

BUYER:

ARD Properties, LLC
a North Dakota limited liability company

By: 
Trent Duda

Its: President

EXHIBIT A

Site Plan

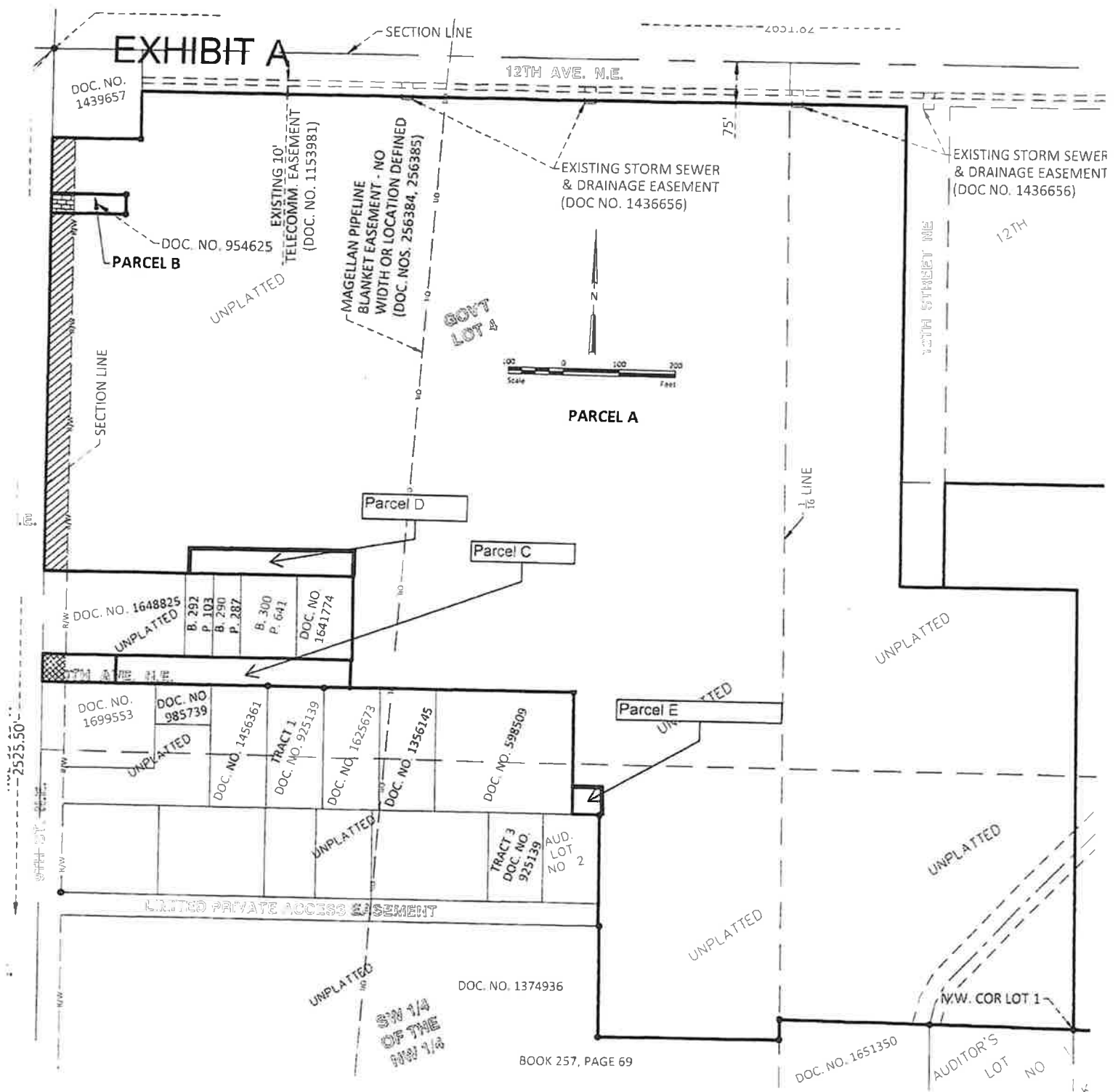


EXHIBIT B

Legal Descriptions

PARCEL A: Legal description to be determined by survey; however, for purposes of this Agreement, the legal description of Parcel A shall be the legal description conveyed to the City of Fargo by Brent M. Qualey and Mary J. Qualey, husband and wife, by Warranty Deed dated May 26, 1995, and recorded June 5, 1995, as Document Number 832151, LESS the areas depicted on Exhibit A to this Agreement as Parcels C, D and E AND LESS THE FOLLOWING TRACTS 1, 2 AND 3:

Tract 1: That certain parcel of real property platted as 12th Avenue Industrial Addition to the City of West Fargo comprised of 24.068 acres, more or less, and recorded on February 13, 2025, as Document Number 1728990;

Tract 2: That certain parcel comprising of 11.909 acres, more or less, a preliminary plat for which has been prepared and submitted for approval by the City of West Fargo as Galvanizers Addition to the City of West Fargo;

Tract 3: Any portion of the land described in the Qualey to City of Fargo Warranty Deed, above-described, that is west of the easterly boundary of the following-described parcel: a Quitclaim Deed from Gohl to Hazer dated December 13, 2012, and recorded December 31, 2012 as Document Number 1374936.

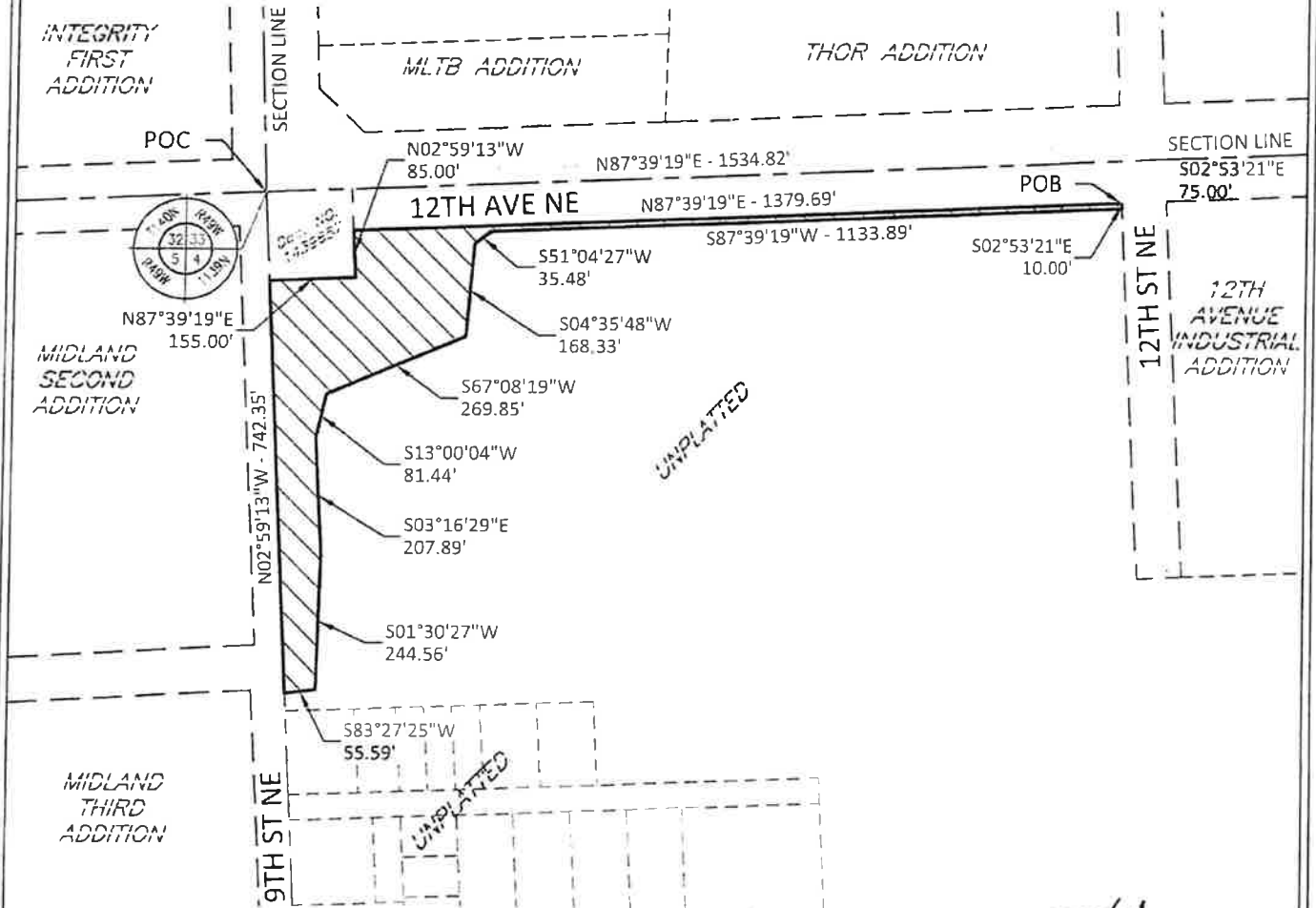
PARCEL B: The parcel described in that certain Warranty Deed from Hazer's Auto-Truck Parts, Inc., to the City of Fargo, North Dakota, dated March 28th, 2000, and recorded April 13, 2000, as Document No. 954625, conveying the following-described parcel:

Descriptive tract in Northwest Quarter (NW1/4) of Section Four (4), Township One Hundred Thirty-nine (T139), Range Forty-nine (R49), described as follows: Beginning 260' south of northwest corner of quarter section, then east 130', south 35', west 130', north 35' to beginning in Cass County, North Dakota.

EXHIBIT C

Methane Gas Easement Location

EXHIBIT C



LEGEND

- EASEMENT LOCATION
- LOT LINE
- RIGHT-OF-WAY
- PARCEL LINE
- SECTION LINE



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



ENGINEERING DEPT.

DRAWN BY: BWV

APPROVED BY: BWV

DATE: JULY 23, 2025

SHEET 1 OF 2

EASEMENT
NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 139 NORTH, RANGE 49 WEST, 5TH P.M.,
CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

EXHIBIT C

Description:

A tract of land in the Northwest Quarter of Section 4, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of West Fargo, Cass County, North Dakota more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence North 87°39'19" East, on the north line of said Northwest Quarter, a distance of 1534.82 feet to a point of intersection with the northerly extension of the west right-of-way line of 12TH STREET NE according to the recorded plat of 12TH AVENUE INDUSTRIAL ADDITION to the City of West Fargo on file as document no. 1728990 at the Cass County Recorder's Office; thence South 02°53'21" East, on said northerly extension, a distance of 75.00 feet to a point of intersection with the south right-of-way line of 12TH AVENUE NE according to said 12TH AVENUE INDUSTRIAL ADDITION, the point of beginning; thence South 02°53'21" East on said west right-of-way line of 12TH STREET NE to a point of intersection with a line parallel with, lying 10.00 feet southerly of, as measured perpendicular to, said south right-of-way line of 12TH AVENUE NE; thence South 87°39'19" West, parallel with said south right-of-way line of 12TH AVENUE NE, a distance of 1133.89 feet; thence South 51°04'27" West a distance of 35.48 feet; thence South 04°35'48" West a distance of 168.33 feet; thence South 67°08'19" West a distance of 269.85 feet; thence South 13°00'04" West a distance of 81.44 feet; thence South 03°16'29" East a distance of 207.89 feet; thence South 01°30'27" West a distance of 244.56 feet; thence South 83°27'25" West, a distance of 55.59 feet to a point on the west line of said Northwest Quarter; thence North 02°59'13" West, on said west line, a distance of 742.35 feet to the southwest corner of a parcel of land described in document no. 1439657 on file at the Cass County Recorder's Office; thence North 87°39'19" East, on the southerly line of said parcel, a distance of 155.00 feet to the southeast corner of said parcel; thence North 02°59'13" West, on the easterly line of said parcel, a distance of 85.00 feet to a point on said south right-of-way line of 12TH AVENUE NE; thence North 87°39'19" East, on said south right-of-way line of 12TH AVENUE NE, a distance of 1379.69 feet to the point of beginning.

Said tract contains 129,803 square feet, more or less.



EASEMENT

**NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 139 NORTH, RANGE 49 WEST, 5TH P.M.,
CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA**

ENGINEERING DEPT.

DRAWN BY: BWV

APPROVED BY: BWV

DATE: JULY 23, 2025

SHEET 2 OF 2

FILE NAME: T:\Engineering\Survey\Descriptions\1394904\Methane Gas Line Easement\Methane Gas Line Easement_Rev1.dwg

EXHIBIT D

Methane Gas Easement Agreement

PERMANENT EASEMENT AGREEMENT
(Methane Gas Pipeline)

KNOW ALL MEN BY THESE PRESENTS that **ARD PROPERTIES, LLC**, a North Dakota limited liability company, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO** the **CITY OF FARGO**, a North Dakota municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent nonappurtenant easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a methane gas pipeline, together with the customary appurtenances, said tract being described as follows:

[[insert legal description... reference Exhibit A (must be a certificate of survey) of Section Four (4), Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota]]

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

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said methane gas pipeline and customary appurtenances, or with material for laying, maintaining, operating or repairing the same,

in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said methane gas pipeline including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said methane gas pipeline and customary appurtenances was begun.

This nonappurtenant easement shall extend for a term of ninety-nine years and shall be subject to automatic renewal for like periods thereafter unless notice of non-renewal is given to the non-renewing party at least one year prior to the end of such term.

If any term or provision of this instrument or the application thereof to any party or circumstance shall, to any extent, be inconsistent with, invalid, or unenforceable under any laws or legal requirements, the remainder of this instrument or the application of such term or provision to the party or circumstances, other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term or provision of this instrument shall be valid and enforceable to the fullest extent permitted by any laws or legal requirements.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this ____ day of _____, 2025.

GRANTOR:

ARD PROPERTIES, LLC
a North Dakota limited liability company

By: _____, Member

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared _____ to me known to be the owner/member of ARD PROPERTIES, LLC, a North Dakota limited liability company, and that he executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of said company.

(SEAL)

Notary Public
My Commission Expires: _____

GRANTEE:

CITY OF FARGO,
a North Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires: _____

The legal description was prepared by:

Brent Wach, PLLS
City of Fargo
225 4th Street North _____
Fargo, ND 58102

This document prepared by:

Erik R. Johnson
Assistant City Attorney-Fargo
608 24th Ave S
Fargo, ND 58103
ejohnson@lawfargo.com

EXHIBIT E

Revised Methane Gas Easement Location

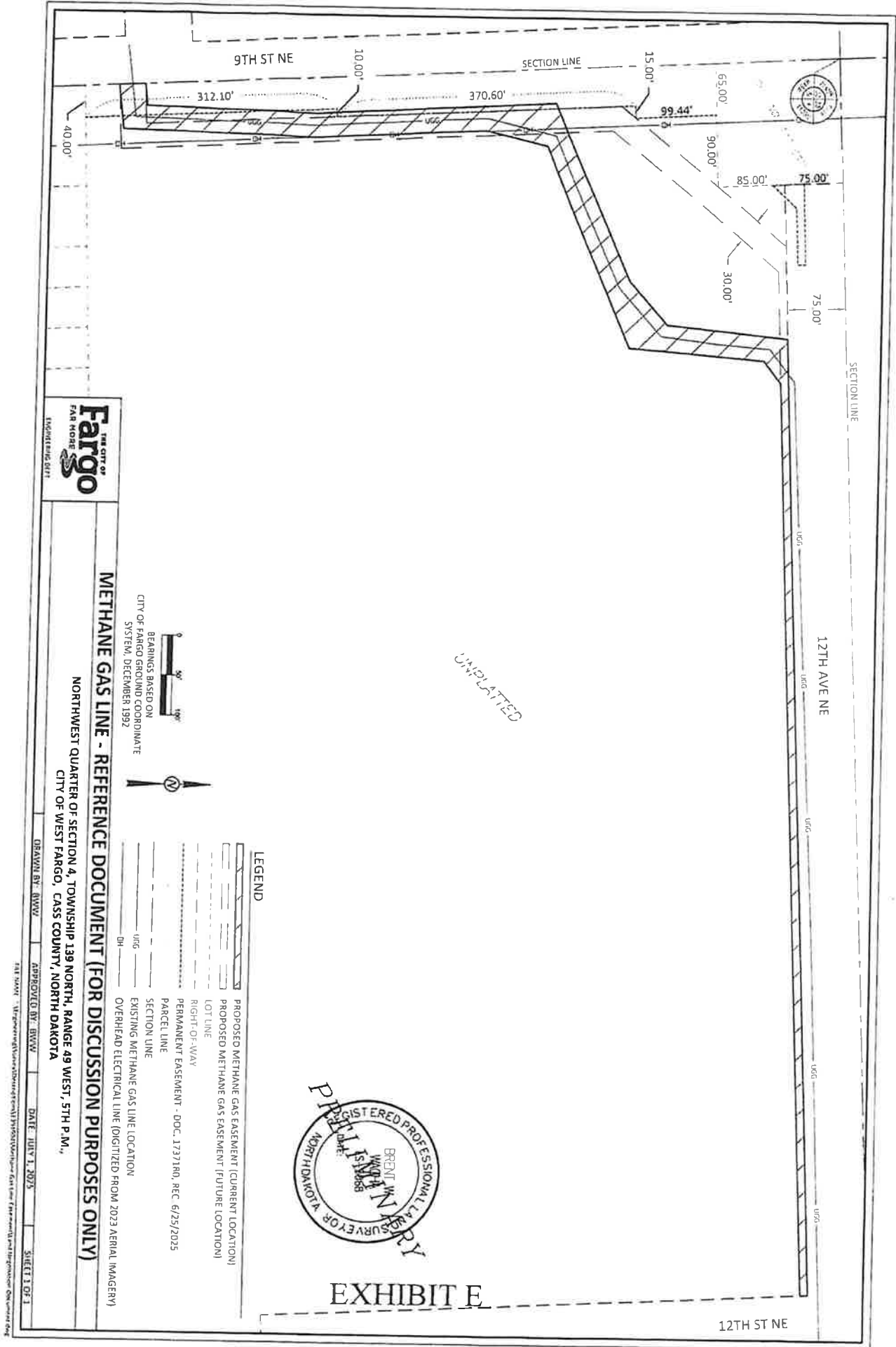


EXHIBIT F

Partial Release of Easement

**PARTIAL RELEASE OF
EASEMENT**

This Partial Release of Easement is made this ____ day of _____, 2025, by the City of Fargo, a North Dakota municipal corporation.

WHEREAS, on _____, 202__ ARD Properties, LLC, a North Dakota limited liability company, granted an easement to the City of Fargo for the purpose of _____ a methane gas pipeline located at _____ by and through that certain real property in Cass County, North Dakota, legally described as follows:

[insert legal description]

which easement was recorded on the ____ day of _____, 202__, as Document No. _____.

WHEREAS, the City of Fargo wishes to release certain property from the above- referenced grant of easement.

NOW, THEREFORE, the City of Fargo does hereby fully release all of its right, title and interest in and to, and does discharge the following described real property, in Cass County, North Dakota, from the above-described easement:

[[insert description of released parcel]].

City of Fargo,
a North Dakota Municipal Corporation

ATTEST:

Dr. Tim Mahoney, Mayor

Steve Sprague, City Auditor

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

On this ____ day of _____, 202__, before me, a notary public in and for said county and state, personally appeared Dr. Tim Mahoney and Steven Sprague, known to me to be the Mayor and Auditor, respectively, of the City of Fargo, described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.

SEAL

Notary Public

②

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: August 14, 2025

SUBJECT: Sale of Landfill Property to Galvanizers – West Fargo Plat Approval

The West Fargo Planning Commission is recommending approval of a plat of landfill property that the City of Fargo is selling to Galvanizers. West Fargo's subdivision regulations require either a parkland dedication or a payment to the park system. West Fargo Parks Department has no need for parkland on this site, a payment of \$32,422.25 will be made instead.

The purchase agreement between Galvanizers and the City of Fargo requires Galvanizers to make this payment. Galvanizers has already made this payment to the City of West Fargo.

Attached is the agreement with the City of West Fargo and the City of Fargo for your review.

Recommended Motion:

Approve an agreement between the City of West Fargo and the City of Fargo for the Galvanizers Addition, which includes a \$32,422.25 payment in lieu of public dedication of parkland.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Fargo (the "Developer") and the City of West Fargo, a North Dakota Municipal corporation (the "City").

WHEREAS, the Developer desires to plat and develop a piece of property in the City of West Fargo to be known as Galvanizers Addition (the "Property"); and

WHEREAS, the ordinances of the City of West Fargo require at the time of platting that certain public property be dedicated to the City or a cash payment to be made in lieu thereof; and

WHEREAS, the parties agree that such dedication shall be made as herein provided.

NOW, THEREFORE, be it agreed between the parties as follows:

1. The Developer hereby agrees that it will pay a total sum of \$32,422.25 in lieu of public dedication, which entire sum shall be paid prior to and as a condition precedent to the City recording the subdivision plat of Galvanizers Addition.

2. The City agrees that it will review the plat of Galvanizers Addition, and following regular procedures will approve a plat of Galvanizers Addition with payment in lieu of public land dedication in the amount set forth in paragraph 1 of this Agreement. Nothing in this agreement shall be construed as exempting the plat of Galvanizers Addition from complying with the City of West Fargo's subdivision ordinances as amended from time to time.

3. The City agrees that it will use the cash payment in lieu of public dedication

for the purpose of providing public uses and facilities which will benefit the general neighborhood of Galvanizers Addition under the provisions of the subdivision regulations found under Title IV of the ordinances of the City of West Fargo, North Dakota.

4. The parties to this Agreement understand that if the Developer conveys the property interest in Galvanizers Addition to another entity or person, those entities or persons shall be bound by the terms of this Agreement. Furthermore, any other successor, heir, assign or assignee of real estate in Galvanizers Addition will be bound by the terms and conditions of this Agreement, and no entity shall be entitled to a building permit in Galvanizers Addition unless and until the dedications herein described have been made and determined to have been satisfied by the City of West Fargo.

5. Any and all claims that arise or may arise against Developer, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Developer, its agents, servants, employees, or assigns shall save, indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorney's fees, which the City, its officers or employees may hereafter sustain, arise out of, incur, or be required to pay, in any way connected with the use of the Property. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, agents or designees.

6. This Agreement may not be altered or amended except in writing executed by all parties.

7. This Agreement shall not be recorded. Additionally, it shall be the affirmative duty of the Developer to provide a copy of this Agreement to any successor, heir or assign.

8. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

CITY OF WEST FARGO

BY: _____
Its: Mayor

BY: _____
Its: Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie Dardis and Dustin T. Scott, known to me to be the persons who are described in and who executed the above and foregoing document and acknowledged to me that they executed the same.

[SEAL]

Notary Public

DEVELOPER:

City of Fargo

By: Timothy J. Mahoney, Mayor

By: Steven Sprague, Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Timothy J. Mahoney and Steven Sprague, known to me to be the persons who are described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the City of Fargo

[SEAL]

Notary Public

Timothy G. Richard**
Berly D. Nelson
Peter W. Zuger**
Kasey D. McNary
Ian R. McLean
James R. Maring***
Nancy J. Morris
William B. Wischer
Alissa R. Farol Czapiewski*
Ana A. Neir*
Elijah P. Hartsell
Michael C. Studer



Ronald H. McLean
Jack G. Marcil, Of Counsel
Roger J. Minch, Of Counsel
Samantha J. Larson-Frobig, Office Manager
Jane L. Dynes, Retired
Chester J. Serkland (1909-1996)
Licensed in North Dakota & Minnesota
*Licensed Only in North Dakota
**Also Licensed in South Dakota
***Also Licensed in Arizona

August 13, 2025

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

**RE: 501 Main Ave. DevCorp, LLC v. City of Fargo
Case No. 09-2024-CV-1644**

Dear Commissioners:

In accordance with the executive session of July 21, 2025, enclosed for your consideration and approval is the Settlement Agreement and Release, along with the Assignment of Site Improvements and Word Product, which have been executed by 501 Main Ave. DevCorp, LLC.

Recommended Motion: Move to accept and approve the Settlement Agreement and Release along with the Assignment of Site Improvements and Work Product and issue payment to 501 Main Ave. DevCorp, LLC in accordance with the terms of the Settlement Agreement and Release.

Sincerely,

SERKLAND LAW FIRM

Kasey D. McNary
kmcnary@serklandlaw.com

KDM:kd
Enclosure

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered effective as of the date last signed below, by and between:

“Plaintiff” 501 Main Ave DevCorp, LLC, a North Dakota limited liability company
and

“Defendant” City of Fargo, a North Dakota municipal corporation

The Plaintiff and Defendant may be referred to collectively herein as the “Parties”.

Recitals

A. WHEREAS, on or about September 9, 2020, the City of Fargo (“City”) issued a Request for Offers to Purchase real property owned by the City located at the northeast corner of the intersection of Broadway North and 501 Main Avenue (the “Subject Property”).

B. WHEREAS, on or about November 2, 2020, 501 Main Ave DevCorp, LLC (“501 Main”) submitted a response to the City’s Request for Offers to Purchase.

C. WHEREAS, on or about December 28, 2020, the City Commission approved the offer from 501 Main to purchase the Subject Property.

D. WHEREAS, on or about December 27, 2022, the Parties entered an Agreement for Sale of Real Property and Assignment of Easement (“Sale Agreement”) whereby the City agreed to sell a parcel of real property to 501 Main Ave DevCorp, LLC for the purchase price of \$505,000.

E. WHEREAS, the Sale Agreement provided 501 Main would develop the real property. The closing was to occur on or before June 30, 2023.

F. WHEREAS, the City Commission notified 501 Main by letter dated June 29, 2023 that “the City of Fargo does not intend to proceed to the closing on June 30, 2023” and “the Agreement for Sale of Real Property and Assignment of Easement is hereby canceled”, and.

G. WHEREAS, A dispute arose between the parties as to the propriety of the cancellation of the closing, and

H. WHEREAS, on April 17, 2024, 501 Main commenced a lawsuit against the City in Cass County District Court as Case No. 09-2024-CV-01644 (the “Lawsuit”). 501 Main asserted claims for breach of contract and unjust enrichment. The City answered and denied the claims.

I. WHEREAS, the Parties engaged in private mediation and have now reached a resolution of their disputes.

J. WHEREAS, the Parties now desire to enter into this Agreement to provide for the full and comprehensive settlement and discharge of all claims and potential claims, which have been made, might have been made, or might be made by reason of the disputes referred to above, upon the terms and conditions set forth below:

Agreement

The Parties agree as follows:

1.0 Payment Terms and Assignment of Site Improvements

1.1 On or before August 26, 2025, the City will pay 501 Main the sum of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000). The City will pay the settlement amount by check.

1.2 501 Main hereby agrees to assign all of its rights, ownership, and interests, and provide to the City, all analyses, reports, and tests related to the Subject Property, including but not limited to soil tests and reports, structural tests and reports, environmental tests and reports, survey drawings, cross-walk studies, noise control studies, and traffic studies. On or before August 31, 2025, 501 Main will deliver to the City an executed Assignment of Site Improvements and Work Product in the form attached hereto as **Exhibit A**. The Assignment will include, but may not be limited to, the following:

- Geotechnical Exploration and Engineering Review report(s), analyses, drawings, and tests from Northern Technologies, LLC;
- Report of Geotechnical Exploration and related report(s), analyses, drawings, and tests from American Engineering Testing, Inc.;
- Report of Phase I Environmental Site Assessment and related report(s), analyses, drawings, and tests from Northern Technologies, LLC;
- Limited Phase II Environmental Site Assessment and related report(s), analyses, drawings, and tests from Northern Technologies, LLC/NorthLand Environmental Consulting, LLC;
- Rail Vibration and Acoustical Analysis and related report(s), analyses, drawings, and tests from Shen Milsom & Wilke LLC;
- Noise and Vibration Survey Report and related report(s), analyses, drawings, and tests from Shen Milsom & Wilke LLC;
- All report(s), analyses, drawings, and tests prepared by Apex Engineering Group, Inc. related to the Subject Property, including the Legal Land Surveying Services, Broadway access, boring locates, ALTA Land Title Survey, legal description, and site topography;
- Main Avenue Ped-Crossing Assessment and related report(s), analyses, drawings, and tests from Transportation Collaborative & Consultants, LLC;
- Any access to Broadway report(s), analyses, drawings, and tests from Transportation Collaborative & Consultants, LLC;

- Traffic and Quiet Zone Review and any information pertaining to access to Broadway and related report(s), analyses, drawings, and tests from SRF Consulting Group, Inc.

1.3 No Warranties or Representations. The transfer and assignment of all documents listed above is made without any warranty or representation as to accuracy, sufficiency or completeness by 501 Main. The City accepts all documents listed above “as-is” and without any warranties or representations by 501 Main.

1.4 If 501 Main has recorded a lis pendens or other encumbrances against the Subject Property, then 501 Main shall execute and deliver appropriate releases for recording to City by no later than August 31, 2025.

2.0 Mutual Release and Discharge

2.1 In consideration of the promises, conditions, and other considerations set forth herein, each party to this Agreement hereby releases and forever discharges each and every other party from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, rights of appeal, damages, costs, loss of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract, equity, or other theory of recovery, which any party now has or which may hereafter accrue or otherwise be acquired on account of or in any way related to the matters described in the Recitals above, including the matters at issue in the Lawsuit.

2.2 This mutual release and discharge shall also apply to each released party’s past, present, and future members, managers, officers, directors, agents, assigns, representatives, partners, predecessors and successors in interest, and assigns, and all other persons, firms, companies, or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

2.3 This mutual release shall be a fully binding and complete settlement among each and all Parties.

2.4 Each party acknowledges and agrees that the release and discharge set forth herein is a general release. Each party expressly waives and assumes the risk of any and all claims which exist as of this date, but of which the party does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect the party’s decision to enter into this Agreement. Each party further agrees that it does enter into this Agreement as a complete compromise of matters involving disputed issues of law and fact. Nothing contained herein shall act or be construed as an admission, in any way, of any allegation made in the Complaint or Answer. Each party assumes the risk that the facts or law may be other than the party believes. It is understood and agreed to by the parties that this settlement is a compromise of disputed claims; that the payments, promises, assignments, conditions, or other consideration set forth herein are not to be construed as an admission of liability on the part of any party; and that each party expressly denies any wrongdoing or liability in this matter.

2.5 The parties expressly waive the provisions of N.D.C.C. § 9-13-02 which provide that a general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor.

3.0 Attorney's Fees

The Parties shall each bear their own attorney's fees and costs arising from the actions of their own respective counsel in connection with this Agreement, the Lawsuit, the matters and documents referred to herein, and all related matters.

4.0 Representation of Comprehension of Document

In entering into this Agreement, the Parties acknowledge and represent that they each have relied upon the advice of their respective counsel, who is an attorney of their own choice, concerning the legal consequences of this Agreement; that the terms of this Agreement have been completely read and explained; and that the terms of this Agreement are fully understood and voluntarily accepted. The Parties agree the Agreement was mutually negotiated between the Parties at arm's length, that each party had the opportunity to consult with legal counsel, and there shall not be any presumption of construction against any party hereto.

5.0 Warranty of Capacity to Execute Agreement

The Parties represent and warrant that they have the sole right and exclusive authority to execute this Agreement; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement or raised in the Lawsuit. The Parties hereby represent that the person executing the Agreement on behalf of that party has the necessary and appropriate authority and capacity to execute this Agreement and make it fully binding upon and enforceable against the party.

6.0 Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of North Dakota. The venue for any legal action brought in connection with enforcement of this Agreement shall be in Cass County, North Dakota.

7.0 Additional Documents

Each party agrees to cooperate fully and execute all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

8.0 Successors in Interest

This Agreement shall be binding upon and inure to the benefit of the Parties' members, managers, officers, directors, agents, successors, and assigns.

9.0 Counterparts and Severability

This Agreement may be executed in one or more counterparts, which taken together shall constitute one agreement binding on all Parties. If any provision of this Agreement is held to be unlawful or unenforceable in any respect by a court of competent jurisdiction, such provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

10.0 Court to Retain Jurisdiction

The Parties hereby agree that they will, through counsel, execute a stipulation of dismissal of the Lawsuit with prejudice, with each party to bear their own costs and fees, and that such stipulation will be filed within ten (10) days of the completion of the items required in paragraph 1.0 above, but that the Court shall retain jurisdiction to enforce this Agreement, if necessary.

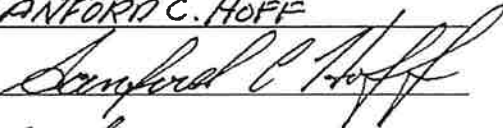
11.0 Future Amendments

This Settlement Agreement may not be amended, altered or modified, except by a written amendment executed by the original Parties or their successors or assigns.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

THIS IS A RELEASE. READ BEFORE SIGNING.

501 Main Ave DevCorp, LLC

SANFORD C. HOFF
By: 
Its: Member, LLC
Date: 8/7/2025

City of Fargo

By: Dr. Timothy Mahoney
Its: Mayor
Date: _____

ATTEST:

Steven Sprague, City Auditor

EXHIBIT A

(Assignment of Site Improvements and Work Product)

Assignment of Site Improvements and Work Product

501 Main Ave DevCorp, LLC, a North Dakota limited liability company (“Assignor”), by and through its authorized agent and representative, hereby assigns all of its rights, ownership, and interests in all analyses, reports, and tests related to the real property located at 501 Main Avenue, Fargo, ND 58103 (the “Subject Property”), including but not limited to soil tests and reports, structural tests and reports, environmental tests and reports, survey drawings, cross-walk studies, noise control studies, and traffic studies, unto the City of Fargo, a North Dakota municipal corporation (“Assignee”). The assignment specifically includes, but is not limited to, the following:

- Geotechnical Exploration and Engineering Review report(s), analyses, drawings, and tests from Northern Technologies, LLC;
- Report of Geotechnical Exploration and related report(s), analyses, drawings, and tests from American Engineering Testing, Inc.;
- Report of Phase I Environmental Site Assessment and related report(s), analyses, drawings, and tests from Northern Technologies, LLC;
- Limited Phase II Environmental Site Assessment and related report(s), analyses, drawings, and tests from Northern Technologies, LLC/NorthLand Environmental Consulting, LLC;
- Rail Vibration and Acoustical Analysis and related report(s), analyses, drawings, and tests from Shen Milsom & Wilke LLC;
- Noise and Vibration Survey Report and related report(s), analyses, drawings, and tests from Shen Milsom & Wilke LLC;
- All report(s), analyses, drawings, and tests prepared by Apex Engineering Group, Inc. related to the Subject Property, including the Legal Land Surveying Services, Broadway access, boring locates, ALTA Land Title Survey, legal description, and site topography;
- Main Avenue Ped-Crossing Assessment and related report(s), analyses, drawings, and tests from Transportation Collaborative & Consultants, LLC;

- Any access to Broadway report(s), analyses, drawings, and tests from Transportation Collaborative & Consultants, LLC
- Traffic and Quiet Zone Review and any information pertaining to access to Broadway and related report(s), analyses, drawings, and tests from SRF Consulting Group, Inc.

Assignor hereby agrees to execute, acknowledge, and deliver such further instruments as may be necessary to more fully assure to Assignee all of the respective rights, ownership, and interests provided by this Assignment.

No Warranties or Representations. Assignor transfers and assigns all documents listed above, and all further instruments as may be necessary to comply with this Assignment, without any warranty or representation as to accuracy, sufficiency or completeness. Assignee accepts all documents listed above "as-is" and without any warranties or representations by Assignor.

IN WITNESS HEREOF, this Assignment has been executed by Assignor as of the date set forth below.

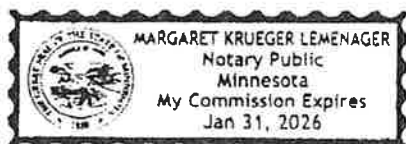
501 Main Ave DevCorp, LLC

SANFORD C. HOFF
By: [Signature]
Its: Member LLC

STATE OF Minnesota
COUNTY OF St. Louis

This instrument was acknowledged before me on this 7 of August, 2025 by Sanford Hoff, as the member 501 Main Ave. DevCorp, LLC of 501 Main Ave DevCorp, LLC, a North Dakota limited liability company, in the capacity stated and for the purpose set forth herein.

(SEAL)



[Signature]
NOTARY PUBLIC
My Commission Expires: 01/31/2026



CITY ATTORNEY
Nancy J. Morris

**OFFICE OF THE
CITY ATTORNEY**

4

August 14, 2025

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

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

RE: Ordinance Amending Sections 25-1506, 25-1507 and 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Licensing and Regulating Businesses and Trades

Mayor and Commissioners,

In accordance with your earlier directive, please find attached for consideration and approval an ordinance adding a Class B Annexation liquor license. Most of the terms proposed relate to property in the Fargo ETJ, as well as inclusion of standard references to existing licenses of a similar class. The initial and application fee are proposed to be the same as the Class B limited license, and the license is nontransferable. The ordinance presented reflects a 10 year term that the license must remain in the approved geographic location, and that the property must be owned, under contract or leased prior to the commencement of the annexation process as a deterrence to speculation. I am recommending the license not be capped given the limited and unique circumstances in which this license would be available, and consideration of the factors delineated in Fargo Municipal Code § 25-1508. I worked with Steve Sprague on this license development and counsel for the interested party has been apprised of the terms and expressed no objection.

Suggested Motion: I move to receive and file the following Ordinance Amending Sections 25-1506, 25-1507 and 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Licensing and Regulating Businesses and Trades, and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Please feel free to contact me with any questions, comments or concerns.

Regards,



Nancy J. Morris

cc: Steve Sprague

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 25-1506, 25-1507, AND 25-1508
OF ARTICLE 25-15 OF CHAPTER 25 OF THE
FARGO MUNICIPAL CODE RELATING TO LICENSING
AND REGULATING BUSINESSES AND TRADES

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

25-1506. – Licenses – Classifications.

EE. A “Class B Annexation” license shall authorize the licensee to sell “off-sale”
only, subject to the following terms and conditions:

1. A “Class B Annexation” license may be issued only to persons who have
secured a license, including a conditional license, to sell alcohol from the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

licensing jurisdiction prior to the city of Fargo annexation process completion.

2. The property on which the applicant seeks to operate the licensed premises must be in possession or control, including but not limited to an executed purchase agreement or lease, of the entity, related entity, or person eligible to seek a "Class B Annexation" license prior to the resolution of annexation.
3. The annexed property on which the "Class B Annexation" license is intended to be located must be properly zoned and platted upon annexation.
4. The "Class B Annexation" license issued hereunder shall remain at the same geographic location approved for a period of not less than ten (10) years from the date of commencement of liquor sales.
5. A "Class B Annexation" license may not be combined with an "on-sale" license of any category.
6. The physical layout of any establishment seeking a license hereunder shall be subject to the approval of the board of city commissioners and must comply with all licensing requirements, including but not limited to the requirements stated in Fargo Municipal Code § 25-1508(E).
7. All terms and conditions of the "Class B-Limited" and "Class B" licenses shall apply to the license issuance of a "Class B Annexation" license, however, that in the event the provisions should conflict with this section, provisions of this section shall prevail.
8. The initial fee for a "Class B Annexation" license as well as the annual renewal fee shall be set forth in city ordinance.
9. The initial issuance of a "Class B Annexation" license shall consider all of the factors set forth in Fargo Municipal Code § 25-1508.
10. A "Class B Annexation" license shall be non-transferable. In the event the holder of the "Class B Annexation" license shall cease operations, the license shall revert to the City.

Section 2. Amendment.

Section 25-1507, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, is amended as follows:

25-1507. – Licenses – Fees.

A. Initial Issuance Fee—

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Class B Annexation--\$90,000

B. Annual fees shall be payable at the beginning of the license year as follows:

Class B Annexation--\$1,400

Section 3. Amendment.

Section 25-1508, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, is amended as follows:

25-1508. – Issuance and transfer of licenses – Restrictions—Hearing required.

(F)—The number of licenses which may be issued by the board of city commissioners shall be limited as follows:

30. Class B Annexation—No Limit

Section 4. Penalty.

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

Section 5. 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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 12-0306, 12-0308, 12-0310, 12-0311, AND 12-0314
OF ARTICLE 12-03 OF CHAPTER 12 OF THE FARGO MUNICIPAL CODE
RELATING TO DOMESTIC FOWL, WILD BIRDS, AND PETS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 12-0306 of Article 12-03 of Chapter 12 of the Fargo Municipal Code is hereby amended to read as follows:

12-0306. - Keeping of chickens prohibited without permit.

Chickens permitted. It is unlawful for any person to own, control, keep, maintain or harbor chickens on any premises within the City unless issued a permit to do so as provided in this section. No permit shall be issued for the keeping or harboring of more than ~~four (4)~~ six (6) chickens on any premises. The keeping or harboring of male chickens or roosters is prohibited.

Section 2. Amendment

Section 12-0308 of Article 12-03 of Chapter 12 of the Fargo Municipal Code is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

12-0308. - Permit.

No person shall maintain a chicken coop or chicken run unless granted a permit by the city auditor. The permit shall be subject to all the terms and conditions of this article and any additional conditions deemed necessary by the city auditor to protect public health, safety and welfare. The city auditor shall issue said permit for a period not to exceed one year, subject to annual renewal thereof. The initial permit shall automatically expire at the end of the initial calendar year and, thereafter, renewals of said permit shall extend for calendar-year periods. The necessary permit application may be obtained from the city auditor. Included with the completed application must be a scaled diagram that indicates the location of any chicken coop and chicken run, and the approximate size and distance from adjoining structures and property lines, the number of chickens to be maintained at the premises, and a statement that the applicant/permittee will at all times keep the chickens in accordance with this ordinance and all the conditions prescribed by the city auditor, or modification thereof, and failure to obey such conditions will constitute a violation of the provisions of this section and grounds for cancellation of the permit. To the extent a chicken coop or run is intended to be ~~moveable~~ movable, the scaled diagram shall indicate the area or areas into which they may be located should the permit be granted. No permit shall be issued for an incomplete applications. Prior to issuance of an applicant's initial permit by the city auditor, the applicant must allow the city to inspect the applicant's proposed chicken coop and chicken run as installed and the city's inspector must approve the installation. A permit for the keeping of chickens may be revoked or suspended by the city auditor for any violation of this section following written notice or, upon request for renewal, the renewal permit may be refused by the city auditor. The permittee may appeal the revocation, suspension or refusal of renewal of the permit by timely request for a hearing before the city health officer. The request for hearing must be either postmarked or received in the city auditor's office within seven (7) days of the date of the notice. The city health officer shall hold a hearing on the permittee's request for hearing and shall render a decision on the matter after said hearing. The decision of the health officer may be further appealed to the board of city commissioners by filing a timely notice of appeal of the decision of the health officer with the city auditor. The notice of appeal must be either postmarked or received in the city auditor's office within seven (7) days of the date of the decision of the health officer.

Section 3. Amendment

Section 12-0310 of Article 12-03 of Chapter 12 of the Fargo Municipal Code is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

12-0310. - Chicken coops and chicken runs.

- (a) Except as set forth in this section, chicken coops and runs, as accessory structures, must comply with the setback requirements set forth in Section 20-0403. Chicken coops and chicken runs may not be located within the front yard; and are subject to a three (3) foot setback from any adjacent premises. All chicken coops must be a minimum of four (4) square feet per chicken in size, may not exceed ten (10) square feet per chicken in size and may not exceed ~~six (6)~~ seven (7) feet in total height from adjacent ground level. Attached fenced-in chicken runs must have a minimum of ~~ten (10)~~ square feet per chicken, including the chicken coop and may not exceed twenty (20) square feet per chicken and fencing may not exceed six (6) feet in total height from adjacent ground level. Chicken runs may be enclosed with wood or woven wire materials or a combination thereof. Chicken feed must be kept in metal predator proof containers. Chicken manure may be placed in yard compost piles. To the extent the setback provisions of Section 20-0403 conflict with the setbacks or other provisions of this section, the setback or other provisions herein shall apply.
- (b) Chicken coops must either be:
 - (i) Elevated with a clear open space of at least twenty-four (24) inches between the ground surface and framing/floor of the coop; or,
 - (ii) The coop floor, foundation and footings must be constructed using rodent resistant construction.
- (c) Chicken coops are not allowed to be located in any part of a home or garage that is attached to a home. A chicken coop may be attached to a detached garage, detached shed or other structure that is not attached to a dwelling or any other structure that includes sleeping, cooking, eating or sanitation facilities, or any combination thereof, and so long as there is a physical separation between the chicken coop and run and the space used and occupied for non-chicken-keeping-related purposes.
- (d) Chickens must be secured in a chicken coop from sunset to sunrise each day.
- (e) With respect to chickens owned or kept pursuant to a permit issued pursuant to this article, the slaughter and breeding of chickens on any premises within the city is prohibited.
- (f) Commercially purchased chicken coops must substantially conform with the sizing requirements set forth in Section 12-0310(a), as determined at the discretion of the city's inspector.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Amendment

Section 12-0311 of Article 12-03 of Chapter 12 of the Fargo Municipal Code is hereby amended to read as follows:

12-0311. - Conditions and inspections.

No person who owns, controls, keeps, maintains, or harbors chickens shall permit the premises where the chickens are kept to be maintained in an unhealthy, unsanitary or noxious condition or to permit the premises to be in such condition that noxious odors are carried to adjacent public or private property. Any chicken coop or chicken run authorized by permit under this section may be inspected at any reasonable time by the animal control officer, law enforcement officer, public health official, or other employee or agent of the city. A person who has been issued a permit shall submit the same for examination upon demand by the animal control officer, law enforcement officer, public health official, or other employee or agent of the city.

Section 5. Amendment

Section 12-0314 of Article 12-03 of Chapter 12 of the Fargo Municipal Code is hereby amended to read as follows:

12-0314. - Removal of chicken coop and chicken run.

Any chicken coop or chicken run constructed or maintained on any premises shall be immediately removed from said premises after the suspension, expiration or termination of the permit for said premises, or shall be removed if the chicken-keeping activities have been discontinued or abandoned. Chicken-keeping activities shall be deemed to have been discontinued or abandoned if an annual renewal of the chicken-keeping permit is not obtained by a permittee by the last day of February each year.

Section 6. 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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 7. 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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

6

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING ARTICLE 11-04,
2 OF CHAPTER 11, OF THE FARGO MUNICIPAL CODE,
3 RELATING TO AUTOMOBILES AND PERSONAL PROPERTY.

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment to Article 11-04

16 Article 11-04 of Chapter 11, of the Fargo Municipal Code, is amended as follows:

17 11-0401. - Automobiles or other personal property—When declared nuisance.

18 Any motor vehicle ~~animal~~ or other articles of personal property located within the city, the use,
19 condition, or status of which is in violation of any ordinance of the city or any law of the state of
20 North Dakota, or which constitutes an obstruction, hazard, or detriment to public traffic, snow-
21 removal operations, public safety, or public health or morals, or which may be damaged, disabled
22

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 or otherwise involved in an accident or in the commission of any violation of any ordinance of the
2 city or any law of the state, or any vehicle or other article of personal property abandoned or
3 unclaimed within the city is hereby declared to be a nuisance and shall be abated in the manner
4 provided by this article. The practice of parking motor vehicles or trailers in the front yards of
5 properties within the city of Fargo (except as otherwise allowed by § 20-0701 of the Fargo
6 Municipal Code) is hereby declared to be a nuisance and shall be abated in the manner provided
7 by this article.

8 11-0402. - Removal and Impounding by Police Department.

9 The police department of the city or a contractor designated to act on its behalf may enter private
10 property and remove or cause to be removed to the city hall, or any other place within the city
11 selected for the purpose, any automobiles or personal property described in § 11-0401, and may
12 impound and retain the same until the expense of removal, storage, and impounding is paid,
13 together with the amount of any fine, costs, bail, or other claims of the city against the owner or
14 any other person lawfully entitled to the possession thereof.

15 11-0403. - ~~Impounded property—When held and sold.~~ Immediate Disposal of Abandoned Motor
16 Vehicles- When Appropriate.

17 ~~If not reclaimed and redeemed by the true owner or the person lawfully entitled to the possession~~
18 ~~thereof, any article or personal property described in § 11-0401 may be sold and disposed of by~~
19 ~~the police department of the city as follows:~~

20 ~~A. Any motor vehicle which is more than seven model years of age, is lacking vital~~
21 ~~component parts, and does not display a current license plate, may be disposed of by the~~
22 ~~police department, or a contractor designated to act on its behalf.~~

23 ~~B. When an impounded motor vehicle is less than seven model years of age, or displays a~~
current license tag, the owner of the vehicle shall be notified within 10 days of the
impoundment. The notice shall set forth the date and place of the taking, the year, make,
model, and serial number of the motor vehicle and place the vehicle is being held and
must inform the owner and lien holders or secured parties of their right to reclaim the
vehicle.

C. The owner of any vehicle desiring to reclaim his or her vehicle may do so within 15 days
after the date of the notice is required by subsection (B) of this section; provided, that
prior to reclaiming, the owner shall be required to pay all towing and storage charges,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 expenses of removal, plus any fining, costs, bail, or other claims of the city against the
2 owner.

3 D. ~~The notice to the owner which is required by subsection (B) of this section shall be sent~~
4 ~~by mail to the registered owner, if any, of the impounded motor vehicle and all readily~~
5 ~~identifiable lien holders or secured parties of record. If it is impossible to determine with~~
6 ~~reasonable certainty the identity and address of the registered owner and all lien holders,~~
7 ~~the notice must be published once in a newspaper of general circulation in the area or~~
8 ~~from which the motor vehicle was impounded.~~

9 E. ~~Motor vehicles which are more than seven model years old and do not bear a current~~
10 ~~license plate, or those which are unclaimed after giving appropriate notice as provided in~~
11 ~~subsection (B) of this section, shall be sold at public auction for sale, following~~
12 ~~reasonable published notice thereof in the official newspaper of the city.~~

13 F. ~~After sale of the vehicle, all costs, fines, or expenses, as hereinabove described in~~
14 ~~subsection (C) of this section, shall be deducted from the purchase price and the~~
15 ~~remainder held for minimum of 90 days for the benefit of the owner of the vehicle. In the~~
16 ~~event that such funds are unclaimed after a period of 90 days, the amount shall be~~
17 ~~disposed of as provided in § 11-0404 of this article.~~

18 G. ~~The sale of motor vehicles may be postponed or discontinued by public announcement at~~
19 ~~the time of the sale where there are no bidders, or when the amount offered is grossly~~
20 ~~inadequate, or for other reasonable cause. The city may become a purchaser of any or all~~
21 ~~property at such sale.~~

22 H. ~~Any personal property which is impounded pursuant to the terms of this article may be~~
23 ~~sold, without notice to the owner, in the same manner as motor vehicles which are more~~
24 ~~than seven model years of age and are unlicensed; provided, that if such personal~~
25 ~~property has a reasonable value of at least \$100 and the owner thereof is known to the~~
26 ~~city, notice and the opportunity to reclaim shall be given to the owner in the same manner~~
27 ~~as for motor vehicles which are less than seven model years of age.~~

28 I. ~~The city may, by contract, delegate responsibility for impoundment, notification, and sale~~
29 ~~of impounded motor vehicles and other personal property, to a private party having~~
30 ~~sufficient facilities to impound and store such vehicles.~~

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ORDINANCE NO. _____

An abandoned motor vehicle for which the value as determined by the party with custody is no more than one thousand dollars (\$1,000) and for which the owner, lienholder, or secured parties cannot be identified with reasonable certainty after a search of the department of transportation records is immediately eligible for disposal by a permitted scrap iron processor and is not subject to the notification, reclamation, or title provisions of FMC 11-0404. A license plate on the abandoned motor vehicle must be removed and destroyed prior to purchaser taking possession of the vehicle. An abandoned vehicle that qualifies under this ordinance is not eligible for reimbursement of storage costs pursuant to North Dakota Century Code § 23.1-15-09.

11-0404. - Report to city auditor — Disposition of proceeds. Disposal of Abandoned Motor Vehicles— Notice to Owner and Law Enforcement Required.

~~Within 30 days after sale as provided for in § 11-0403 of this article, the police department, or a contractor designated to act on its behalf, shall make out, in writing, and file with the city auditor a full report of such sale specifying the property sold, the amount received therefor, the amount of costs and expenses, and the disposition made by him of the proceeds of the sale. The proceeds arising from such sale shall be delivered over to the city treasurer and credited to the general fund.~~

A. When an abandoned motor vehicle or personal property does not qualify for immediate disposal, the police department or contracted towing service taking it into custody shall give notice within ten days or within ten days after communications from the owner, lienholder, or identifiable secured parties of the abandoned motor vehicle have ceased. The notice must include the following:

1. The date and place of the taking,
2. The year, make, model, and serial number of the abandoned motor vehicle,
3. The place where the vehicle is being held, and
4. Information for the owner, lienholders, or identifiable secured parties of their right to reclaim the vehicle and that the failure to exercise their right to reclaim the vehicle within thirty (30) days is deemed a waiver of all rights, title, and interest in the vehicle and a consent to the disposal of the vehicle and include the end date of the thirty days to reclaim the vehicle.

B. The notice must be sent by certified mail, return receipt requested, to the registered owner, if any, of the abandoned motor vehicle and to all readily identifiable lienholders or secured parties of record. If it is not possible to determine with reasonable certainty the identity and address of the parties, the notice must be published once in a newspaper of general

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1 circulation in the area where vehicle was abandoned or placed on the official website of
2 the City. When posted on the website, the notice must be placed in a designated area of the
3 website for a minimum of thirty days and include the same information outlined in
4 subsection (A).

5 C. Subject to the exception in Fargo Municipal Code § 11-0403, a commercial towing service
6 shall provide notice to the police department within twelve hours after completing the tow.
7 The notice must include the following:

- 8 1. The license plate number and state of registration,
- 9 2. The location from which the abandoned motor vehicle was towed,
- 10 3. The location to which the abandoned motor vehicle was towed to,
- 11 4. The name, address, and telephone number of the commercial towing service that
12 towed and is storing the abandoned motor vehicle, and
- 13 5. A description of the abandoned motor vehicle, include the make, model, year, and
14 color.

15 D. A commercial towing service that fails to comply with this section may not collect a storage
16 fee and shall return the vehicle to the registered owner at no cost to the owner, lienholder,
17 or identifiable secured party.

18 11-0405. - Right of Owner to Reclaim Abandoned Vehicle

- 19 A. Any owner, secured party, or lienholder of an abandoned motor vehicle has the right to
20 reclaim such vehicle from the police department or contracted towing service taking the
21 vehicle into custody upon payment of all towing and storage charges resulting from the
22 taking of the vehicle into custody within thirty (30) days after the date of the notice required
23 pursuant to § 11-0404.
- B. Storage charges may not exceed fifty dollars (\$50.00) per day for an abandoned vehicle
that does not exceed twenty thousand registered gross weight pounds.
- C. This section also applies to emergency towing.

11-0406. - Disposal of Motor Vehicle - Disposition of Proceeds

- A. For any abandoned motor vehicle valued at more than one thousand dollars taken into
custody by the police department or contracted towing service and not reclaimed under §
11-0405, the license plates displayed on the abandoned motor vehicle must be removed
and destroyed and thereafter the police department may:

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1. Sell the abandoned motor vehicle to the highest bidder at public auction or sale following reasonable published notice. The purchaser must be given a receipt in a form prescribed by the Department of Transportation which shall entitle the purchaser to register the vehicle and receive a certificate of title, free and clear of all liens and claims of ownership; or
2. Obtain a release from the department of transportation which is sufficient title to dispose of the vehicle by a permitted scrap iron processor.
3. The sale of the vehicle may be postponed or discontinued by public announcement at the time of the sale when there are no bidders, or when the amount offered is grossly inadequate, or for other reasonable cause. The City may become a purchaser of any or all property at such sale.

11-0407. - Disposal of Abandoned Motor Vehicles not Sold

When no bid has been received for an abandoned motor vehicle, the police department may dispose of the abandoned motor vehicle in accordance with North Dakota Century Code § 23.1-15-08.

11-0408. - Impounded Personal Property- When Held and Sold

- A. Any personal property located in an impounded motor vehicle shall be held and inventoried in accordance by the police department or contracted towing service in accordance with the department's written policies and procedures.
- B. Any personal property with apparent value of utility will be stored for 60 days as required by Fargo Municipal Code § 28-0101.
- C. Any personal property that remains unclaimed for 60 days may be disposed of in accordance with Fargo Municipal Code § 28-0101.

11-0409. - Impounded Trailers- When Held and Sold

Any trailers that are in violation of any ordinance of the city or any law of the state of North Dakota, or which constitutes an obstruction, hazard, or detriment to public traffic, snow-removal operations, public safety, or public health or morals, or which may be damaged, disabled or otherwise involved in an accident or in the commission of any violation of any ordinance of the city or any law of the state or any trailer abandoned or unclaimed within the city is hereby declared to be a nuisance and shall be abated in the same manner as abandoned motor vehicles provided in this article.

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1 11-0410. - Report to City Auditor—Disposition of Proceeds.

2 Within 30 days after sale as provided for in Article 11-04 of this article, the police department, or
3 a contractor designated to act on its behalf, shall make out, in writing, and file with the city auditor
4 a full report of such sale specifying the property sold, the amount received therefor, the amount of
5 costs and expenses, and the disposition made by him of the proceeds of the sale. The proceeds
6 arising from such sale must be held for a period of ninety (90) days for the owner of the vehicle or
7 entitled lienholder and then be delivered to the administrator of the state abandoned property
8 office.

9 Section 2. Effective Date

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

11 _____
12 Dr. Timothy J. Mahoney, Mayor

13 Attest:

14 _____
15 Steven Sprague, City Auditor

16 First Reading:
17 Second Reading and Final Passage:
18 Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

7

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 21.1-0102 OF ARTICLE 21.1-01 OF
2 CHAPTER 21.1 OF THE FARGO MUNICIPAL CODE
3 RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is
17 hereby amended to read as follows:

18 * * * *

19 **APPENDIX BE – Radon Control Methods** is hereby adopted in its entirety and incorporated
20 herein by reference, subject to the following amendments:

21 **BE101.1 General.** This appendix contains requirements for new construction in
22 jurisdictions where radon-resistant construction is required. ~~Inclusion of this appendix by~~
23 ~~jurisdictions shall be determined through the use of locally available data or determination~~
~~of Zone 1 designation in Figure BE101.1 and Table BE101.1.~~

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Figure BE101.1 and Table BE101.1 are hereby deleted in their entirety.

* * * *

BE103.1 General. The following construction techniques are intended to resist radon entry and prepare the building for post-construction radon mitigation, if necessary (see Figure BE103.1). These techniques are required in areas where designated by the jurisdiction. All potential entry routes, including but not limited to joints, penetrations, gaps, cracks, and openings, shall be cleared of debris and sealed.

* * * *

The **Exception in BE103.2(2) Subfloor preparation** is hereby deleted in its entirety.

* * * *

Section BE103.3 Soil-gas-retarder is hereby deleted in its entirety.

Section BE103.4 Entry routes is hereby deleted in its entirety.

Section BE103.4.1 Floor openings is hereby deleted in its entirety.

Section BE103.4.2 Concrete joints is hereby deleted in its entirety.

Section BE103.4.3 Condensate drains is hereby deleted in its entirety.

Section BE103.4.4 Sumps is hereby deleted in its entirety.

Section BE103.4.5 Foundation walls is hereby deleted in its entirety.

Section BE103.4.6 Dampproofing is hereby deleted in its entirety.

Section BE103.4.7 Air handling units is hereby deleted in its entirety.

Section BE103.4.8 Ducts is hereby deleted in its entirety.

Section BE103.4.9 Crawl space floors is hereby deleted in its entirety.

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Section BE103.4.10 Crawl space access is hereby deleted in its entirety.

* * * *

Section BE104.1 Testing is hereby deleted in its entirety.

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 \$1,000.00; 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.

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

8

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-0906 OF ARTICLE 8-09
OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO THE TRAFFIC CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 8-0906 of Article 8-09 of Chapter 8 of the Fargo Municipal Code is hereby amended to read as follows:

8-0906. Windshields and windows must be unobstructed—Tinted windows.--

- A. No individual shall drive upon a street or highway any vehicle with any frost, condensation, sign, poster, lumber, cardboard, metal, or other nontransparent material upon, or in place of, the front windshield, side wings, or side or rear windows of such motor vehicle, other than a certificate or other paper required to be so displayed by law.
- B. An individual may not operate a motor vehicle with any object or any material or tinting displayed, affixed, or applied on the front windshield or on any window unless the object, material, or tinting in conjunction with the windshield upon which it is displayed, affixed or applied has a light transmittance of at least

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seventy percent (70%) or the object, material, or tinting in conjunction with a window other than the windshield upon which it is displayed, affixed, or applied has a light transmittance of at least ~~fifty percent (50%)~~ thirty-five percent (35 %). This subsection does not apply to windows behind the operator if the motor vehicle is equipped with outside mirrors on both sides that meet the requirements of North Dakota Cent. Code section 39-21-38, ~~N.D.C.C.~~

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay a fee of \$20.00 as provided in Section 1-0305(C)(2) of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

9

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-1003 OF ARTICLE 8-10
OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO THE TRAFFIC CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 8-1003 of Article 8-10 of Chapter 8 of the Fargo Municipal Code is hereby amended to read as follows:

8-1003. Stopping, standing, or parking prohibited in specified places.--

* * * *

T. In or obstructing a designated electric vehicle parking stall consistent with the manual of uniform traffic control devices authorized under North Dakota Century Code section 39-13-06, and indicate:

(1). Use of the reserved space is for charging electric vehicles only; and

(2). Unauthorized use of the space is a nonmoving violation for which a fee of fifty

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dollars must be imposed.

(a). An individual may not park or leave standing a vehicle in a stall or space designated for charging a vehicle, unless the individual's vehicle is connected for electric charging purposes.

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay a fee of \$50.00 as provided in Section 1-0305(C)(5) of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

13 NOW, THEREFORE,
14

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

16 Section 1. Amendment.

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

19 1-0305. - Classification of ordinance violations.

20 * * *

21 C. Violations of the following ordinances are noncriminal offenses and shall require
22 payment of a fee as follows:
23

ORDINANCE NO. _____

5. For a violation of the following ordinances, a fee of \$50.00.

* * *

Section 2. Penalty.

A person who violates sections 8-1003(T) of the Fargo Municipal Code shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305(C)(5) of the Fargo Municipal Code, as may be amended from time to time.

Section 3. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

(10)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10-0304 OF ARTICLE 10-03
OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE
RELATING TO PUBLIC SAFETY, MORALS AND WELFARE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 10-0304 of Article 10-03 of Chapter 10 of the Fargo Municipal Code is hereby amended to read as follows:

10-0304. Carrying, possession, discharge of dangerous weapons.--

A. Definitions. For purposes of this section:

1. "Dangerous weapon" includes any switchblade or gravity knife, machete, scimitar, stiletto, sword, dagger, or knife with a blade of ~~five~~ six inches [12.75 .24 centimeters] or more; any throwing star, nunchaku, or other martial arts weapon; any billy, blackjack, sap, bludgeon, cudgel, metal knuckles, or sand club; any slingshot; any bow and arrow, crossbow, or spear; any weapon that will expel, or is readily capable of expelling, a projectile by the action of a spring, compressed air, or compressed gas including any such weapon, loaded or unloaded, commonly referred to as

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1 a BB gun, air rifle, or CO₂ gun; and any projector of a bomb or any object
2 containing or capable of producing and emitting any noxious liquid, gas,
3 or substance. "Dangerous weapon" does not include a spray or aerosol
4 containing CS, also known as ortho-chlorobenzamalonitrile; CN, also
5 known as alpha-chloroacetophenone; or other irritating agent intended for
6 use in the defense of an individual, nor does the term include a device that
7 uses voltage for the defense of an individual, unless the device uses a
projectile and voltage, then the term includes the device for an individual
who is prohibited from possessing a firearm under this title. However, the
term includes a device that uses a projectile and may be used to apply
multiple applications of voltage during a single incident.

7 * * * *

8 Section 2. Penalty.

9 A person who violates this ordinance shall be deemed to have committed a non-criminal
10 offense and shall pay a fee of \$100.00 as provided in Section 1-0305(C)(7) of the Fargo Municipal
11 Code, as the same may be amended from time to time.

12 Section 3. Effective Date.

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

15 _____
16 Dr. Timothy J. Mahoney, Mayor

17 Attest:

18 _____
19 Steven Sprague, City Auditor

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 1-0305(C)(7) OF ARTICLE 1-03 OF
2 CHAPTER 1 OF THE FARGO MUNICIPAL CODE
3 RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

13 NOW, THEREFORE,
14

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

16 Section 1. Amendment.

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

19 1-0305. - Classification of ordinance violations.

20 * * *

21 C. Violations of the following ordinances are noncriminal offenses and shall require
22 payment of a fee as follows:
23

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* * *

7. For a violation of the following ordinances, a fee of \$100.00.

Section 8-0317(B)(1) (drag racing), section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-0920 (size, weight, and load restrictions of vehicles operated within the city), section 8-0924 (restricted use of streets and highways), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0304(D) (carrying, possession, discharge of dangerous weapons).

* * *

Section 2. Penalty.

A person who violates sections 10-0304(D) of the Fargo Municipal Code shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305(C)(7) of the Fargo Municipal Code, as may be amended from time to time.

Section 3. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

11

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305, 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, of Article 1-03, of Chapter 1, of the Fargo Municipal Code, is amended 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:

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1 13. For a violation of section 08-0502, a fee established as follows:

- 2 a. Speed zones 65 miles per hour or less: \$20, or \$3 for each mile per hour
3 over the limit, whichever is greater. An additional fee of \$20 must be
4 assessed for a violation of 16 miles per hour or more over the limit.
5 b. Speed zones in excess of 65 miles per hour: \$20, or \$5 for each mile per
6 hour over the limit, whichever is greater. An additional fee of \$20 must be
7 assessed for a violation of 16 miles per hour or more over the limit.
8 c. School zone speed limit: \$40 for 1-10 miles per hour over the posted speed;
9 and \$40 plus \$1 for each additional mile per hour over 10 miles per hour
10 over the limit, unless a greater fee would be applicable.
11 d. Construction Zone: ~~\$80~~ \$150 for 1-10 miles per hour over the posted limit;
12 and ~~\$80~~ \$150 plus \$2 for each mile per hour over 10 miles per hour over
13 the limit, unless a greater fee would be applicable. The fee in this subsection
14 does not apply to a construction zone unless individuals engaged in
15 construction are present at the time and place of the violation and the posted
16 speed limit sign states "Minimum Fee ~~\$80~~ \$150".

17 ***

18 Section 2. Effective Date.

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

21 _____
22 Dr. Timothy J. Mahoney, M.D., Mayor

23 Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

12

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN SULLIVAN SECOND ADDITION TO THE CITY OF FARGO

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 proposed rezoning of certain parcels of land lying in the proposed Sullivan Second Addition, Fargo, Cass County, North Dakota; and,

WHEREAS, the area formerly known as Sullivan Addition was previously subdivided into multiple smaller parcels through deed splits, outside of the formal subdivision process, and in order to legally recognize these revised parcel boundaries, a minor subdivision plat entitled Sullivan Second Addition has been prepared and will be established in conjunction with this Ordinance; and

WHEREAS, the purpose of this Ordinance is to ensure that the zoning designations are consistent with the newly established lot boundaries within Sullivan Second Addition; and

WHEREAS, the Fargo Planning Commission reviewed and recommended approval of the rezoning request on May 6, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on August 4, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1) of Sullivan Second Addition to the City of Fargo,
County of Cass and State of North Dakota,

is hereby rezoned from “GO”, General Office, District to “GO”, General Office, District.

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ORDINANCE NO. _____

Section 2. The following described property:

Lot Two (2), Block One (1) of Sullivan Second Addition to the City of Fargo,
County of Cass and State of North Dakota,

is hereby rezoned from "P/I", Public and Institutional, District to "P/I", Public and Institutional,
District.

Section 3. The following described property:

Lot Three (3), Block One (1) of Sullivan Second Addition to the City of Fargo,
County of Cass and State of North Dakota,

is hereby rezoned from "P/I", Public and Institutional, District to "P/I", Public and Institutional,
District.

Section 4. The following described property:

Lot Four (4), Block One (1) of Sullivan Second Addition to the City of Fargo,
County of Cass and State of North Dakota,

is hereby rezoned from "P/I", Public and Institutional, District to "P/I", Public and Institutional,
District.

Section 5. 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.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

13

ORDINANCE NO. _____

1 AN ORDINANCE REZONING A CERTAIN PARCEL
2 OF LAND LYING IN RLN BUSINESS PARK SECOND 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 RLN Business Park Second Addition to the City of Fargo, Cass County,
7 North Dakota; and,

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

10 WHEREAS, the rezoning changes were approved by the City Commission on August 4,
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 Four (4) through Six (6), Block One (1) of RLN Business Park Second
16 Addition to the City of Fargo, Cass County, North Dakota;

17 is hereby rezoned from "GI", General Industrial, District, to "LI", Limited Industrial, District.

18 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
19 office so as to conform with and carry out the provisions of this ordinance.
20
21
22
23

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.

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



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

(AA)

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>Benefit for Karen Smith</u>		Dates of Activity (Does not include dates for the sales of tickets) <u>8/24/25</u>	
Organization or Group Contact Person <u>DeAnn Wika</u>		E-mail <u>deewika40@gmail.com</u>	Telephone Number <u>701 232 0202</u>
Business Address <u>2611 Main Ave</u>		City <u>Fargo</u>	State <u>ND</u> ZIP Code <u>58103</u>
Mailing Address (if different) <u>2140 4th Ave S #1231</u>		City <u>Fargo</u>	State <u>ND</u> ZIP Code <u>58103</u>

SITE INFO

Site Name <u>Specks Bar</u>		County <u>Cass</u>	
Site Physical Address <u>2611 Main Ave</u>		City <u>Fargo ND</u>	State <u>ND</u> ZIP Code <u>58103</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 Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Meat Raffle	6 Bundles of meat each bundle worth \$30.00 - total 180.00	\$180.00
Total (limit \$50,000 per year)		\$ 180.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <u>Meat Raffle benefit for Karen Smith to help with medical expenses</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) ☐ 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: <u>180.00</u> (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer <u>DeAnn Wika</u>	Telephone Number <u>701 436 6267</u>	E-mail Address <u>deewika40@gmail.com</u>
Signature of Organization Group's Permit Organizer <u>[Signature]</u>	Title <u>Manager</u>	Date <u>8/17/25</u>



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

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 Shrine Temple		Dates of Activity (Does not include dates for the sales of tickets) January July 1, 2026-December 31, 2026	
Organization or Group Contact Person		E-mail	Telephone Number
Business Address 1429 3 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 3 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.)			
\$25 each day/\$100 each Sunday/\$300 the 3rd Tuesday of each month			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	\$25 each day (184 days)	\$4600
	\$100 each Sunday (26 days)	\$2600
	\$300 3rd Tuesday of each month (6 days)	\$1800
Total (limit \$40,000 per year)		\$ 9000

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Bruce Ridgway	Telephone Number 701-212-8827	E-mail Address bruce@ridgwaylaw.com
Signature of Organization Group's Permit Organizer <i>Bruce Ridgway</i>	Title Chief Counsel	Date 8-14-25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
 SFN 9338 (2-2023)

(JAC)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

 Games to be conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☐ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One ☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo North High School		Dates of Activity (Does not include dates for the sales of tickets) November 2025 - February 2026	
Organization or Group Contact Person Dan Shultis - Boys and Girls Hockey	E-mail shultid@fargo.k12.nd.us	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 INFO

Site Name Fargo North High School		County Cass	
Site Physical Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
Schedules are Attached 11/2025-Feb 2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Cash Prize 50/50	5,000.00
Total (limit \$40,000 per year)		\$ 5,000.00

Intended Uses of Gaming Proceeds

Fund will go into Fund 61 accounts

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Name Dan Shultis	Title Assistant Principal/Activities Coordinator	Telephone Number 701-446-2407	E-mail Address shultid@fargo.k12.nd.us
Signature of Organization or Group's Top Official 		Title Assistant Principal/Activities Coordinator	Date 6/24/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
 SFN 9338 (2-2023)

Ad

Applying for (check one)							
☒ Local Permit				☐ Restricted Event Permit*			
Games to be conducted				☐ Raffle by a Political or Legislative District Party			
☐ Bingo	☒ Raffle	☐ Raffle Board	☐ Calendar Raffle	☐ Sports Pool	☐ Poker*	☐ Twenty-One	☐ Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group Fargo North High School		Dates of Activity (Does not include dates for the sales of tickets) August 2025 - January 2026	
Organization or Group Contact Person Dan Shultis - Dance	E-mail shultid@fargo.k12.nd.us	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 INFO

Site Name Fargo North High School		County Cass	
Site Physical Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 8/2025 - 1/2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50/50 Raffle	500.00
Total (limit \$40,000 per year)		\$ 500.00

Intended Uses of Gaming Proceeds**The funds will go back into Fund 61 accounts**

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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 Assistant Principal/Activities Coordinator	Date 6/24/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
 SFN 9338 (2-2023)

142

Applying for (check one)							
☒ Local Permit				☐ Restricted Event Permit*			
Games to be conducted				☐ Raffle by a Political or Legislative District Party			
☐ Bingo	☐ Raffle	☐ Raffle Board	☐ Calendar Raffle	☐ Sports Pool	☐ Poker*	☐ Twenty-One	☐ Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group Fargo North High School		Dates of Activity (Does not include dates for the sales of tickets) August 2025 - May 2026	
Organization or Group Contact Person Dan Shultis - Football/Volleyball		E-mail shultid@fargo.k12.nd.us	Telephone Number 701-446-2405
Business Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Spartandome		County Cass	
Site Physical Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
Schedules are attached 8/2025 - 5/2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Cash 50/50 split	20,000.00
Total (limit \$40,000 per year)		\$ 20,000.00

Intended Uses of Gaming Proceeds

Funds will go into Fund 61 accounts	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)	
☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)	
☐ Yes ☒ No	

Name Dan Shultis	Title Assistant Principal/Activities	Telephone Number 701-446-2405	E-mail Address shultid@fargo.k12.nd.us
Signature of Organization or Group's Top Official 		Title Assistant Principal/Activities Coordinator	Date 6/24/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (2-2023)

14f

Applying for (check one)

☒ Local Permit
 ☐ Restricted Event Permit*
Games to be conducted ☐ Raffle by a Political or Legislative District Party
☐ Bingo
 ☒ Raffle
 ☐ Raffle Board
 ☐ Calendar Raffle
 ☐ Sports Pool
 ☐ Poker*
 ☐ Twenty-One
 ☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo North High School		Dates of Activity (Does not include dates for the sales of tickets) August 2025 - March 2026	
Organization or Group Contact Person Dan Shultis - Boys and Girls Swimming	E-mail shultid@fargo.k12.nd.us	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 INFO

Site Name Fargo North High School		County Cass	
Site Physical Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
Schedules are attached 8/2025 - 3/2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Cash Prize 50/50	2,000.00
Total (limit \$40,000 per year)		\$ 2,000.00

Intended Uses of Gaming Proceeds

Fund will go into Fund 61 accounts

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

☐ Yes
 ☒ No

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

☐ Yes
 ☒ No

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

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

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

☐ Yes
 ☒ No

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 Assistant Principal/Activities Coordinator	Date 6/24/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
 SFN 9338 (2-2023)

1408

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One ☐ Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group Fargo North High School		Dates of Activity (Does not include dates for the sales of tickets) March - June 2026	
Organization or Group Contact Person Dan Shultis - Baseball/Softball		E-mail shultid@fargo.k12.nd.us	
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 INFO

Site Name Fargo North High School		County Cass	
Site Physical Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
Schedules are attached 3/2024 - 6/2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Cash Prize 50/50	1,000.00
Total (limit \$40,000 per year)		\$ 1,000.00

Intended Uses of Gaming Proceeds

Funds will go into Fund 61 accounts

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Name Dan Shultis	Title Assistant Principal/Activities Coordinator	Telephone Number 701-446-2407	E-mail Address shultid@fargo.k12.nd.us
Signature of Organization or Group's Top Official 		Date 6/24/2025	



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
 SFN 9338 (2-2023)

(Signature)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☐ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One ☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo North High School		Dates of Activity (Does not include dates for the sales of tickets) 4/11/2025	
Organization or Group Contact Person Dan Shultis - Prom	E-mail shultid@fargo.k12.nd.us	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 INFO

Site Name Fargo North High School		County Cass	
Site Physical Address 801 17th Ave North	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 4/11/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Cash Prize 50/50	500.00
Total (limit \$40,000 per year)		\$ 500.00

Intended Uses of Gaming Proceeds

Funds will go into Fund 61 account

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Name Dan Shultis	Title Assistant Principals/Activities	Telephone Number 701-446-2407	E-mail Address shultid@fargo.k12.nd.us
Signature of Organization or Group's Top Official <i>(Signature)</i>		Title Assistant Principal/Activities Coordinator	Date 6/24/2025



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

14i

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 <i>Nativity Church of Fargo</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>11-9-2025</i>	
Organization or Group Contact Person <i>Karen Donahue</i>		E-mail <i>office@nativitycatholicchurch.net</i>	Telephone Number <i>701-232-2414</i>
Business Address <i>1825 11th Street S.</i>		City <i>Fargo</i>	State <i>ND</i> ZIP Code <i>58103</i>
Mailing Address (if different)		City	State ZIP Code

SITE INFO

Site Name <i>Nativity Church</i>		County <i>Cass</i>	
Site Physical Address <i>1825 11th Street S.</i>		City <i>Fargo</i>	State <i>ND</i> ZIP Code <i>58103</i>
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.) <i>11-9-2025</i>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle</i>	<i>See Back</i>	<i>6,600.00</i>
<i>50/50 Raffle</i>	<i>Cash</i>	
<i>Raffle Board</i>	<i>See Back</i>	<i>3,000.00</i>
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer <i>Karen Donahue</i>	Telephone Number <i>701-361-4263</i>	E-mail Address <i>k.l.donahue@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>Karen Donahue</i>	Title <i>Fall Festival Treasurer</i>	Date <i>8-5-2025</i>

Submitted before update app was posted



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

14j

Applying for (check one)

☒ Local Permit
 ☐ Restricted Event Permit*

Games to be conducted

☐ Raffle by a Political or Legislative District Party

☐ Bingo
 ☒ Raffle
 ☐ Raffle Board
 ☐ Calendar Raffle
 ☐ Sports Pool
 ☐ Poker*
 ☐ Twenty-One*
 ☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Red River Children's Advocacy Center		Dates of Activity (Does not include dates for the sales of tickets) 10/21/2025	
Organization or Group Contact Person Holly Heintzman - RDO Caters Taters for Charity	E-mail hheintzman@rdoffutt.com	Telephone Number 701-809-1081	
Business Address 2601 12th Ave South; Suite B	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name R.D. Offutt Company (RDO Caters Taters for Charity)		County Cass	
Site Physical Address 225 Broadway N	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - 10/21/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Prize List Attached	
Total (limit \$50,000 per year)		\$ 9,145.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Holly Heintzman	Telephone Number 701-809-1081	E-mail Address hheintzman@rdoffutt.com
Signature of Organization Group's Permit Organizer 	Title RDOCT Raffle Chairman	Date 8/14/2025

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(15)

Type: 2026 to 2027 State of North Dakota Flex Funds Project Applications

Location: Citywide

Date of Hearing: 8/11/2025

Routing	<u>Date</u>
City Commission	<u>8/18/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding recommendations for the State of North Dakota Flex Funds Project Applications.

Four projects have been identified that we believe are suitable for this program including:

- Reconstruction of NP Avenue from 2nd Street to 4th Street - \$5,458,102.85
- Asphalt Paving, Shared Use Path, and Street Lighting on 64th Avenue South from 45th Street to Veterans Boulevard - \$1,897,404.00
- Concrete Pavement Rehabilitation on 45th Street from 9th Avenue South to I-94 - \$15,257,944.88
- Reconstruction of Intersection at 17th Avenue South & 38th Street to a Roundabout – \$3,498,181.60

On a motion by Ben Dow, seconded by Susan Thompson, the Committee recommend approval of the projects identified for the Flex Fud Project Applications and direct staff to prepare and submit grant applications for the NDDOT.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the projects identified for the Flex Fud Project Applications and direct staff to prepare and submit grant applications for the NDDOT.

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
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Michael Redlinger
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: August 5, 2025

Re: Recommendations for State of North Dakota Flex Funds Project Applications
Fiscal Years 2026 and 2027

Background:

The NDDOT is currently soliciting project applications for Flex Fund programs. Applications are due September 19. Here is a description of the Flex Fund and additional information for your use:

Flex Fund Mission

The mission of the Flexible Transportation Fund is to invest in North Dakota's existing infrastructure by funding projects that reduce long-term maintenance and operations costs and improve the connectivity, efficiency, and safety of our transportation network.

Flex Fund History

The Flexible Transportation Fund (Flex Fund) was established by the 68th Legislative Assembly to complement the Federal Aid Highway program and further support an interconnected transportation system in our great state. After the success of the first round, the 69th Legislative Assembly expanded the program with additional funding and designating programs within the Fund.

This program advances the mission of reducing maintenance and operation costs, efficiently moving people and goods, improving safety, connectivity, and longevity of the existing transportation network. See scoring matrix on following page.

Example projects include:

- Closes a gap in the transportation network or connects an Economic Generator
- Grade Raises in areas that require routine work due to yearly damage
- Minor structure replacement (>48" to ≤20ft)
- Curve realignment, correcting steep in-slopes or widening narrow roads
- Surface upgrades on high traffic routes or converting pavement to gravel on low traffic routes
- Address a road issue due to industry
- ADA improvements or multimodal projects
- Expanding a project being funded by another grant program

Detailed costs estimate prepared by an engineer will be required for each application.

Scoring Area	High	Medium	Low
<i>PE funded in previous Flex Fund round</i>	Yes	-	No
<i>Roadway Network*</i>	Closes a gap in the existing network	Reduces gap in the existing network	No improvements, or expands the existing network
<i>Safety*</i>	Removes hazard or roadway limitation (load limit, height restriction, single lane, etc.)	Widens roads or reduces ditch inslopes	No changes in existing road characteristics
<i>ADA Improvements*</i>	Required ADA improvements are being completed	-	Required ADA improvements are not being completed
<i>Multimodal Project*</i>	Added mode along existing network (adding sidewalk or bike lane)	Expansion of existing modes along existing network (sidewalk expanded to shared use path)	No changes to multimodal transportation
<i>LPA Coordination</i>	Coordination or partnership with adjacent LPA	-	No coordination with adjacent LPA
<i>Reduces need for maintenance costs*</i>	Removes ongoing issues that require extensive resources regularly	Reduces personnel time (snow removal, blading, patching, etc.)	No change in maintenance cost or an increased maintenance cost
<i>Bid Ready</i>	Yes	-	No
<i>Project Expansion of projects receiving outside funding*</i>	Adds road reconstruction to a project receiving funding for the replacement of other infrastructure (water mains, or sewer, etc.)	Expands project receiving outside funding to additional streets, or additional length to the project	Would not increase project size or scope.
<i>Outside Funding</i>	Outside funding > 50% of project costs	Outside funding < 50% of project cost	No outside funding
<i>Local Funding</i>	Local funding >50% of project costs	Local funding <50% of project costs	No local funding
<i>Local Corridor*</i>	Yes	-	No
<i>*Should be addressed in the Project Need section of the application</i>			

We have identified four (4) projects that we believe are well suited for this program. They are as follows, in no particular order:

Reconstruction of NP Avenue from 2nd Street to 4th Street

Project Funding Summary

Special Assessments	17.99%	\$	982,045
Prairie Dog or Flex Funds	34.66%	\$	1,891,840
Infrastructure Sales Tax	13.90%	\$	758,736
Street Light/Traffic Signal Utility Funds	12.34%	\$	673,766
Storm Sewer Utility	2.21%	\$	120,766
Waste Water Utility	5.48%	\$	298,998
Water Utility	13.41%	\$	731,953
Total Estimated Project Cost			\$ 5,458,102.85



Asphalt Paving, Shared Use Path, and Street Lighting on 64th Avenue South from 45th Street to Veterans Boulevard

Project Funding Summary			
Traffic Signal/Street Light Utility	0.00%	\$	-
Prairie Dog or Flex Fund	100.00%	\$	1,897,404.00
Total Estimated Project Cost		\$	1,897,404.00



Concrete Pavement Rehabilitation on 45th Street from 9th Avenue South to I-94

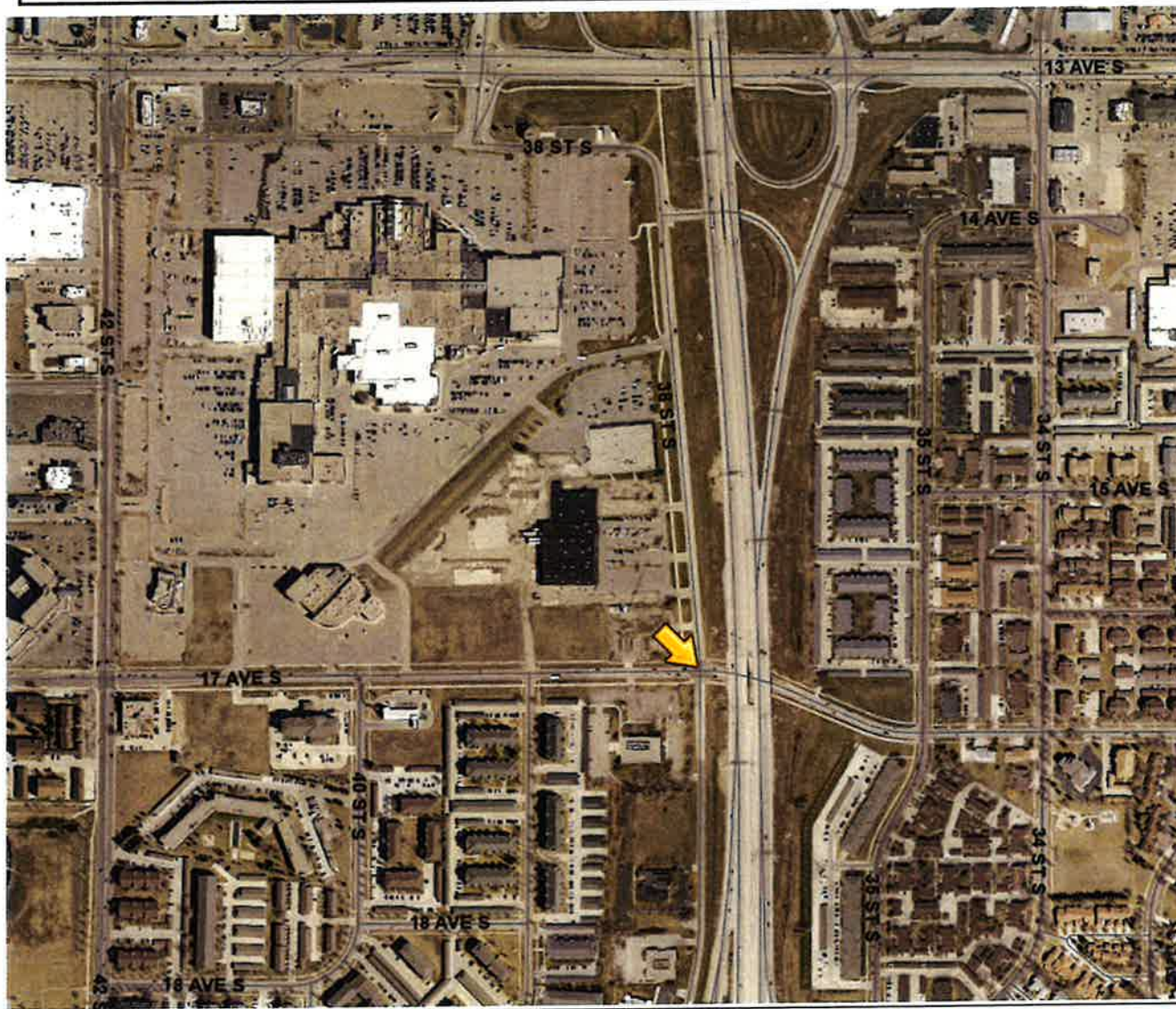
Project Funding Summary

Traffic Signal/Street Light Utility	6.64%	\$ 1,013,537.28
Storm Utility	2.24%	\$ 342,040.00
Waste Water Utility	0.00%	\$ -
Water Utility	0.00%	\$ -
Special Assessments	30.39%	\$ 4,636,325.50
Prairie Dog or Flex Fund	60.73%	\$ 9,266,042.11
Total Estimated Project Cost		\$ 15,257,944.88



Reconstruction of Intersection at 17th Avenue South & 38th Street to a Roundabout

Project Funding Summary		
Traffic Signal/Street Light Utility	7.58%	\$ 265,200.00
Storm Utility	3.05%	\$ 106,760.00
Waste Water Utility	0.00%	\$ -
Water Utility	11.66%	\$ 408,000.00
Prairie Dog or Flex Fund	77.70%	\$ 2,718,221.60
Total Estimated Project Cost		\$ 3,498,181.60



I look forward to a good discussion on these projects.

Recommended Motion:

To approve the project list identified as candidates for Flex Fund Project Applications and direct staff to prepare and submit grant applications for NDDOT.

JMG/klb

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

116

Project No. PR-25-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 8/11/2025

RoutingDate

City Commission

8/18/2025

PWPEC File

X

Project File

Jeremy Engquist

The Committee reviewed a communication from Project Manager, Jeremy Engquist, regarding Change Order #1 in the amount of \$96,000.00 to repair existing bike path and bring it back to ADA compliance. The Fargo Park District has agreed to contribute 50% of the repair cost.

Staff is seeking approval of Change Order #1.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 to Opp Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$96,000.00, with the Fargo Park District covering 50% of the cost to Opp Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax & Fargo Park District Funds

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
			☒
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Michael Redlinger
☒	☒	☐	
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☒	☒	☐	
☒	☒	☐	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy Engquist, Project Manager
Date: August 11, 2025
Re: Project No. PR-25-A1 – Change Order #1

Background:

This project involves concrete pavement repairs and incidental work on streets in various areas of the City.

Opp Construction is the Prime Contractor for this project.

Change Order #1 – Repair Existing Concrete Bike Path

A section of the existing concrete bike path, located just east of City Hall and running east-west between the Red River and the railroad tracks, has experienced gradual elevation changes since its installation in 2007. A significant portion of the riverbank under the bike path has been gradually sliding and eroding into the river, altering the bike path's grades and rendering it non-compliant with ADA requirements. Staff recommends that Opp Construction repair this section of the bike path to restore ADA compliance.

Staff has put together an estimate for the bike path repairs totaling \$96,000. The Park District has agreed to contribute 50% of the repair cost, amounting to \$48,000. Staff will create a formal change order following completion of the work.

Recommended Motion:

Recommend approval of Change Order #1 in the amount of \$96,000 for Project No. PR-25-A1 to be funded by the Street Sales Tax and Park District Funds.

JJE/klb

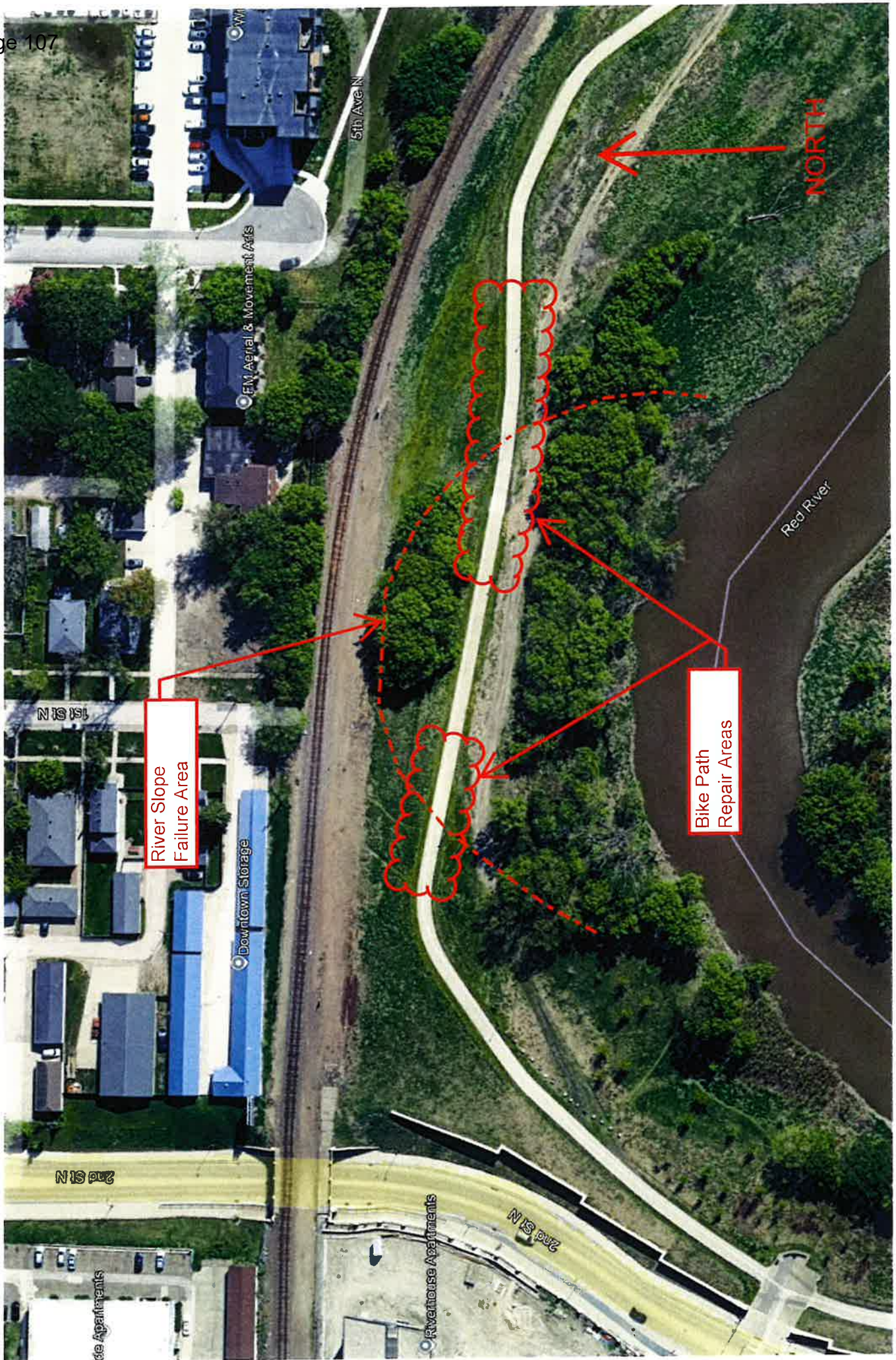
Attachments

PWPEC

2nd Ave N Power near Broadway Square

Page 2

Project Location	Shared use path 450' South of 1st St N & 6th Ave N		
Project Description	Remove & Replacement of western portion of shared use path, removal, installation along new alignment of shared use path, grading within east region		
Cost Estimate			
	5" Shared use path Concrete - West of Trees		
Area	36 panels @ 6'x6'	144	sq yd
2025 Pricing	Remove 5"	30	\$/SY
2025 Pricing	Replace 5"	\$ 125	\$/SY
Cost		\$ 22,320	Replace SUP
	5" Shared use path Concrete - East of Trees		
Area	270' x 12' SUP	361	sq yd
2025 Pricing	Remove 5-8"	30	\$/SY
2025 Pricing	Replace 5"	\$ 125	\$/SY
Cost		\$ 55,955	Replace SUP
	Earthwork - East of Trees		
Area Cut		154.47	cu yd cut
Area Fill		111.83	cu yd fill
Area		43	Cu yd Cut
2025 Pricing		\$ 15	\$/cu yd
	Topsoil Import	\$ 30	Yd
2025 Pricing		\$ 40	\$/cu yd
Cost		\$ 3,217.05	Earthwork
	Streetlight Conduit		
Length	Conductor/Innerduct	364	Ft
2025 Pricing		\$ 18	/LF
Street Light	Base/Luminaire/LightStandard	\$ 1	EA
2025 Pricing		\$ 7,400	/EA
Cost		\$ 13,952.00	Lighting
Total Cost		\$ 95,444.05	



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(17)

Project No. TR-25-E1

Type: Change Order #1

Location: Citywide

Date of Hearing: 8/11/2025

RoutingDate

City Commission

8/18/2025

PWPEC File

X

Project File

Leroy Grant

The Committee reviewed a communication from Project Manager, Leroy Grant, regarding Change Order #1 in the amount of \$25,800.00 for additional work.

Staff is seeking approval of Change Order #1 in the amount of \$25,800.00, which increases the total contract amount to \$98,250.00.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 to Cobalt Coatings.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$25,800.00, bringing the total contract amount to \$98,250.00 to Cobalt Coatings.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light Utility Funds

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Michael Redlinger
☒	☒	☐	
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☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Leroy Grant, Project Manager
Date: August 6, 2025
Re: Project No. TR-25-E1 - Change Order #1

Background:

Project No. TR-25-E1 is for the repair of miscellaneous street lighting and traffic signal items at various locations within the City of Fargo. Contract items include: repaint existing street light poles on Broadway, 13th Avenue South and 12th Avenue North, and to sandblast and re-paint 19 traffic signal poles on Broadway. The project's goal is to repair the street lighting and traffic signal systems to increase performance and longevity of our street light utility network.

Cobalt Coatings is the Prime Contractor for this project.

In the original contract for the 121 streetlight poles on Broadway, the scope included painting the poles up to a maximum height of 8 feet. After further internal discussion, staff determined that the entire poles should be painted. We negotiated with the Contractor, and they agreed to paint the entire poles at an additional cost of \$200 per pole, for a total of \$24,200.

In addition, we are adding 8 poles on 2nd Avenue North between Broadway and 5th Street North at an additional cost of \$200 per pole, for a total of \$1,600.

The attached Change Order #1 in the amount of \$25,800.00 covers the additional work as described above.

This project is funded by Utility Funds - Street Lights - 528.

Recommended Motion:

Approve Change Order #1 in the amount of \$25,800.00 to Cobalt Coatings for Project No. TR-25-E1.

LG/klb
Attachment



CHANGE ORDER REPORT
STREET LIGHT & TRAFFIC SIGNAL PAINTING PROJECT
PROJECT NO. TR-25-E1
VARIOUS LOCATIONS

Change Order No 1 Change Order Date 8/6/2025
Contractor Cobalt Coatings

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

Conduct additional prime and painting from streetlight base to top of poles, along Broadway from 1st Avenue S to 9th Avenue N. It does include 8 poles on 2nd Ave N between Broadway and 5th Street N, which comes to a total of 129 poles.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	6	Repair Street Light	EA	0	0	0	129	129	\$200.00	\$25,800.00
		Miscellaneous								
Change Order 1 Sub Total										\$25,800.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Utility Funds - Street Lights - 528
\$25,800.00
\$0.00
\$72,450.00
\$98,250.00

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

Sarah Mosher
Cobalt Coatings
President

APPROVED
For Contractor
Title

APPROVED DATE
Department Head
Mayor
Attest

T-1000

18

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. DR-21-A1

Type: Negative Final Balancing Change Order #1

Location: University Dr S & 64th Ave S

Date of Hearing: 8/11/2025

RoutingDate

City Commission

8/18/2025

PWPEC File

X

Project File

Michael Monson

The Committee reviewed the accompanying correspondence from Project Manager, Michael Monson, related to Negative Final Balancing Change Order #1 in the amount of \$-31,194.24, 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 \$-31,194.24, bringing the total contract amount to \$137,865.76.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Industrial Builders.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-31,194.24, bringing the total contract amount to \$137,865.76 to Industrial Builders.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Storm Sewer Utility Funds

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

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

COMMITTEE

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Michael Redlinger
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

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

Memorandum

To: Members of PWPEC
From: Michael Monson, Civil Engineer
Date: August 11, 2025
Re: Project No. DR-21-A1 – Negative Final Balancing Change Order No. 1

Background:

Project No. DR-21-A1 is for Drain Rehabilitation and Reconstruction near University Drive South and 64th Avenue South.

Industrial Builders, Inc. is the Prime Contractor for this project.

Attached is Negative Final Balancing Change Order #1 in the amount of -\$31,194.24. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 169,060.00
FBCO #2	\$ (31,194.24)
Total Contract:	\$ 137,865.76

Recommended Motion:

Approve Negative Final Balancing Change Order #1 in the amount of -\$31,194.24 to Industrial Builders, Inc. for Project No. DR-21-A1.

MPM/klb
Attachment



Final Balancing Change Order

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. The existing 12" x 12" x 12" concrete piers are to be removed and replaced with 12" x 12" x 12" concrete piers. The existing piers are to be removed and replaced with 12" x 12" x 12" concrete piers. The existing piers are to be removed and replaced with 12" x 12" x 12" concrete piers.	1. The existing 12" x 12" x 12" concrete piers are to be removed and replaced with 12" x 12" x 12" concrete piers. The existing piers are to be removed and replaced with 12" x 12" x 12" concrete piers. The existing piers are to be removed and replaced with 12" x 12" x 12" concrete piers.

07/30/2025 12:40 pm

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 (\$)
	10	Sediment Control Log 16" to 20" Dia	LF	180		180	-24	156	\$10.00	-\$240.00
		Temp								
	11	Construction Entrance	EA	1		1	-1	0	\$2,500.00	-\$2,500.00
Erosion Control Sub Total										-\$12,394.24

Summary.

Source Of Funding	
Net Amount Change Order # 1 (\$)	Storm Sewer Utility Fund
Previous Change Orders (\$)	-\$31,194.24
Original Contract Amount (\$)	\$0.00
Total Contract Amount (\$)	\$169,060.00
	\$137,865.76

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

APPROVED
For Contractor
Title

Brian Mayer
Sr. Project Manager

APPROVED DATE
Department Head
Mayor
Attest

T. Keel

FINAL PAY ESTIMATE QUANTITY REVIEW
DRAIN REHAB/RECONSTRUCTION
PROJECT NO. DR-21-A1
64TH AVENUE EAST OF UNIVERSITY

Project No. DR-21-A1
Project Name Drain Rehab/Reconstruction
Type Drain Improvements
Description 64th Avenue east of University
From Date 12/6/2024
To Date 7/30/2025

1. Contract Work

		Contract		Previous		Current		To Date	
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Miscellaneous									
1	Mobilization	LS	1	\$37,000.00	1	\$37,000.00	0	\$0.00	100%
2	Clear & Grub	LS	1	\$25,000.00	1	\$25,000.00	0	\$0.00	100%
3	Topsoil - Strip & Spread	CY	1400	\$12.00	0	\$0.00	0	\$0.00	0%
4	Excavate & Haul - Excess Material	CY	780	\$12.00	780	\$9,360.00	0	\$0.00	100%
5	Site Grading	LS	1	\$15,000.00	1	\$15,000.00	0	\$0.00	100%
6	Traffic Control - Type 1	LS	1	\$2,000.00	0	\$0.00	0	\$0.00	0%
Miscellaneous Sub Total						\$86,360.00		\$0.00	
Erosion Control									
7	F&I Rip Rap Precast Conc	SY	100	\$500.00	71.2	\$35,600.00	0	\$0.00	71%
8	Seeding Type A	SY	8000	\$0.60	11954.8	\$7,172.88	0	\$0.00	149%
9	Mulching Type 1 Hydro	SY	8000	\$0.60	11954.8	\$7,172.88	0	\$0.00	149%
10	Sediment Control Log 16" to 20" Dia	LF	180	\$10.00	156	\$1,560.00	0	\$0.00	87%
11	Temp Construction Entrance	EA	1	\$2,500.00	0	\$0.00	0	\$0.00	0%

1. Contract Work

1. Contract Work									
Contract			Previous		Current		To Date		
Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Erosion Control Sub Total				\$51,505.76		\$0.00		\$51,505.76	
A. All Contract Work Container Subtotal				\$137,865.76		\$0.00		\$137,865.76	

2. Change Orders

Change Order Item & Quantity Summary										Change Order Item Payment Summary						
CO# & Category	Line No	Description	Previous Contract Totals			New Contract Totals			Previous		Current		To Date		% Complete	
			Unit	Qty	Price	Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
			To Date, No Change Orders Have Been Made on This Project.													
			B. All Change Order Work Paid Subtotal								\$0.00	\$0.00	\$0.00	\$0.00		
			C. All Contract Work Container Subtotal								\$137,865.76	\$0.00	\$0.00	\$137,865.76		
			D. Total Contract Work Completed To Date											\$137,865.76		
			E. Total Contract Work Completed This Pay Estimate									\$0.00				

* Please Note That Change Order Payment Totals On This Page Will Not Reflect The Total Change Order Value If The Change Order Contains Quantity Change Items

3. Payment Adjustments

Category	Line No	Description	Contract			Previous		Current		To Date		
			Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Complete

To Date, No Payment Adjustments Have Been Made on This Project

Contract Summary		
1. Original Contract Amount	Original contract amount	\$169,060.00
2. Net Contract Change by Change Order	Sum of all net change order values	\$0.00
3. Current Contract Amount	Sum of original contract amount and all change orders	\$169,060.00
Total Work Completed To Date		
4. Total Contract Work Completed to Date	Section 2 of This Estimate, Line D	\$137,865.76
5. Total Contract Work Completed This Pay Estimate	Section 2 of This Estimate, Line E	\$0.00
Payment Adjustments		
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	Line 4 x 0%	\$0
7. Retainage Release This Pay Estimate	(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6	\$1,378.66
8. Total Payment Adjustments This Pay Estimate	Section 3 of This Estimate, Line F	\$0.00
Payment Due Summary		
9. Total Due to Date	Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)	\$136,487.10
10. Previous Payments	Sum of all previous Payments to Contractor	\$136,487.10
11. Payment Due This Estimate	Line 9 - Line 10	\$1,378.66

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

19

Project No. MS-25-F0

Type: Pavement Condition Survey Task Order

Location: Citywide

Date of Hearing: 7/28/2025

Routing

City Commission

Date

8/18/2025

PWPEC File

X

Project File

Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a task order with Stantec for an updated pavement condition survey.

Engineering collects pavement condition data every four years to monitor the pavement infrastructure and identify trends in the overall condition of the City's pavement network. The last data collection was done in 2021 by Stantec.

Stantec has submitted a price of \$136,091 to complete this work. The contract will be paid with Sales Tax Funds.

On a motion by Brenda Derrig, seconded by Donald Kress, the Committee voted to recommend approval of the task order with Stantec in the amount of \$136,091.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the task order with Stantec in the amount of \$136,091.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	Donald Kress
☒	☒	☐	Ryan Erickson
☒	☒	☐	
☐	☐	☐	
☐	☐	☐	
☒	☒	☐	Nathan Boerboom
☒	☒	☐	

ATTEST:

C: Kristi Olson

T. Kress on behalf of
Nathan Boerboom, PE
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: July 24, 2025
Re: 2025 Pavement Condition Survey

Background:

Engineering collects pavement condition data every four years to monitor the pavement infrastructure and identify trends in the overall condition of our pavements. The last data collection was done in 2021. Engineering would like to collect this data again this summer/fall.

The last collection was completed by Stantec and we would like to use the same consultant to eliminate one variable in pavement rating. Stantec has been selected in our MSA for Master Planning and this analysis will be used to plan strategies for pavement reconstruction and preventative maintenance.

Stantec has submitted a price of \$136,091 to complete this work. I will work on an MSA Task Order next week for Commission action since it is over \$100,000. The Contract will be paid with Sales Tax Funds.

Stantec will collect the data prior to October 15 and provide ratings within about 10 weeks, after October 15.

Recommended Motion:

Concur with using Stantec and recommend Commission approval to Stantec to collect pavement data and provide a segment PCI.

KOG/klb
Attachment

Cost Proposal

Complete the attached Cost Proposal Form in its entirety. All prices shall include preparation of the data for integration of collected data into the City's existing pavement management software.

SCOPE OF WORK**Task 1 - Citywide Pavement Condition & Digital Image Collection**

The selected Consultant will perform an automated, repeatable, Citywide pavement condition of all streets as catalogued in Table 1. Gravel roads will not get rated but will get photos.

TABLE 1
Centerline Miles

Class	PCC	AC	Composite	Gravel	Total	Ratings	Photos
Arterial ¹	98.0	23.6	8.1	0.0	129.7	259.4	259.4
Collector ¹	24.4	43.2	1.5	0.0	69.1	138.2	138.2
Local ²	48.2	257.2	12.6	.6	318.6	318.0	318.6
Alley ²	7.3	10.1	.3	11.2	28.9	17.7	28.9
Total	177.9	334.1	22.5	11.8	546.3	733.3	745.1

¹Arterials and Collectors get ratings and images in both directions. Rutting data required only for AC Arterials and Collectors (124.0 miles).

²Locals and Alleys get ratings and images in one direction.

The consultant will be responsible for developing a quality control (QC) procedure to ensure that the pavement condition data is accurate and reproducible. The QC procedure will also verify that the data is accurately entered into the pavement management software. The Consultant should have sufficient experience and staff availability to perform the City-wide pavement condition assessment in a timely manner, in no case after October 15, 2025. The Consultant will provide a technical memorandum documenting the methodology for performing the assessment, and presenting the data collection methodology to be used for the assessment. After review by the City and written approval of the methodology, the Consultant will be authorized to proceed with the data collection.

Criteria for data collection are as follows:

- Using a Laser Crack Measuring System (LCMS) and a profiler bar of lasers mounted on a testing vehicle, deliver continuous laser-measured roadway cracking and distress data, ride quality data (expressed in terms of the International Roughness Index - IRI), and rutting data (on AC arterials and collectors), summarized on a per segment basis as an overall segment PCI rating. PCI ratings and Ride Comfort Index (RCI) should be calculated for each surveyed street segment, and a composite overall index (Pavement Quality Index (PQI)) should also be calculated as a function of PCI and RCI. Condition survey shall be continuous on the pavement segment being evaluated, not a sampling of the segment.
- Equipment used for rut measurement (Laser Based Profile) shall be capable of measuring both wheel track ruts simultaneously.
- With a minimum 5 camera configuration or a 360-degree camera, collect high-quality ground-level forward facing ROW digital images along arterial and collector streets at intervals of 18-25 feet in both directions on arterials and collectors, one direction on alleys, local and one-way streets. The collected imagery should be tagged with GPS information (Latitude, Longitude, Elevation) and should be linked to the correct street segment.

- Create and deliver a database such as an Excel spreadsheet or other method approved by the city and ESRI shape file(s) of the centerlines, images, image locations, pavement condition and ride quality data in the Nad83 State Plane Coordinate system.
- Provide open-source software enabling viewing of all collected data superimposed on a map of the city, providing the ability to “drive” each street viewing multiple images at a time. Training for this software shall be provided by the Consultant.

Task 2 – Process Data Collection and Calculate Pavement Condition Index

The consultant will use data collected in Task 1 and calculate the Pavement Condition Index (PCI). This calculation shall comply with ASTM D6433-20. Data summaries could include distress ranges on the system, rutting on AC roadways, roadway cracking severity summary, etc.

Task 3 - Data Preparation for Loading into the City’s Pavement Management System

This task includes populating the rated pavement distresses in an Excel template for loading into the City’s existing pavement management software (ICON). The City will arrange for an export of the existing database pavement segments to be sent to the consultant and the consultant will prepare a list of new road segments that were surveyed in the field which are not included in the City’s pavement database. The consultant will also prepare a list of segments that could not be surveyed in the field with associated reasons, e.g., under construction, gravel, etc.

Cost Proposal Form

Task	Activity	Quantity	Units	Rate	Total
1a	Project Initiation	1	LS	\$12,450	\$12,450
1b	Field Mobilization/Calibration	1	LS	\$3,150	\$3,150
1c	Field Data Collection & Processing (w/rutting)	397.6	MI	\$150	\$59,640
1d	Field Data Collection & Processing (w/o rutting)	347.5	MI	\$140	\$48,650
2	Image Collection, Processing, and Calculate PCI	745.1	MI	\$10	\$7,451
3	Data Preparation for loading into the City's PMS	1	LS	\$4,750	\$4,750
Total					\$136,091

This Proposal is submitted by:

Fadi Jadoun, Senior Associate

Printed Name

Jadoun, Fadi

Digitally signed by
Jadoun, Fadi
Date: 2025.07.24 13:32:33
-07'00'

Signature

3133 West Frye Road, Suite 300, Chandler, AZ 85226

Address

Gabe Cimini, Principal

Printed Name



Digitally signed by Gabriele Cimini
Date: 2025.07.24 15:37:01 -04'00'

Signature

Stantec Consulting Services, Inc.

Company

480-255-0629

Phone

7/24/2025

Date

fadi.jadoun@stantec.com

Email Address

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

1. Specific Project Data

- A. Project Title: Project MS-25-F0 Pavement Data Collection, PCI Rating, and Right of Way Pictures
- B. Description: This Task Order is for the collection of pavement distresses to determine a Pavement Condition Index (PCI) rating along with pictures of the right of way.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by Stantec dated July 24, 2025. Proposal is attachment A of this Task Order.

3. Owner's Responsibilities

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

4. Times for Rendering Services

Phase	Completion Date
Phase 1: Pavement Data Collection	October 15, 2025
Phase 2: Pavement Ratings	February 28, 2026
Phase 3:	

5. Payments to Engineer

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

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1:	LS and per Mile	\$123,890
Phase 2:	LS and per Mile	\$12,201
		Total Services = \$136,091

- B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. Attachments

Attachment A – Proposal submitted by Stantec dated July 24, 2025.

Attachment B – Project scoping request created by City of Fargo dated May 16, 2025.

Attachment C – Commission ROA dated August 4, 2025.

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

The Effective Date of this Task Order is August 5, 2025.

Owner:

Engineer:

By: _____

By: _____



Digitally signed by
Cimini, Gabe
Date: 2025.08.13
13:46:04 -04'00'

Name: Dr. Tim Mahoney

Name: Gabe Cimini

Title: Mayor

Title: Principal

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: Kevin Gorder

Name: _____

Jadoun, Fadi

Digitally signed by
Jadoun, Fadi
Date: 2025.08.13
11:57:01 -07'00'

Title: Division Engineer

Title: Senior Associate

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$100,000 – PWPEC

Over \$100,000 – PWPEC & Commission

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(20)

Project No. QN-23-B1

Type: Bridge Cost Share Agreement with the
City of Moorhead & Amendment #1Location: 40th Ave S Pedestrian Bridge

Date of Hearing: 8/11/2025

RoutingDate

City Commission

8/18/2025

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to a Bridge Cost Share Agreement with the City of Moorhead and Amendment #1 in the amount of \$420,000.00 (\$210,000.00 for the City of Fargo's share), for the design phase of this project.

Staff is recommending approval of the Bridge Cost Share Agreement with the City of Moorhead and Amendment #1 in the amount of \$420,000.00 (\$210,000.00 for the City of Fargo's share), bringing the total contract amount to \$548,000.00.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of the Bridge Cost Share Agreement with the City of Moorhead and Amendment #1 with Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Bridge Cost Share Agreement with the City of Moorhead and Amendment #1 in the amount of \$420,000.00 (\$210,000.00 for the City of Fargo's share), bringing the total contract amount to \$548,000 with Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 80% Federal Funds/20% Local Funds split with City of Moorhead

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

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

COMMITTEE

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Michael Redlinger
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	

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

ATTEST:

C: Kristi Olson

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

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: August 5, 2025

Re: City of Fargo Project No. QN-23-B - Concur with City of Moorhead on Approval of Contract Amendment #1 for Engineering Services AND Approval of Bridge Cost Share Agreement with City of Moorhead
40th Avenue South Pedestrian Bridge over the Red River

Background:

In 2022 we partnered with the City of Moorhead to procure an Engineering Consultant, Houston Engineering, to complete the environmental portion of this project. At that time, Federal Funding was not fully secured for the project. That has now changed. The City of Fargo has had our portion of the project secured since 2023 and recently the City of Moorhead secured their portion of funding for the project.

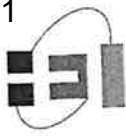
The project is now scheduled for construction in 2027. We now need to move Houston Engineering from the environmental phase to the design phase. This will create Contract Amendment #1, in the amount of \$420,000, with each City sharing in that cost equally. Houston Engineering's contract to date was \$128,000 and this amendment will bring their total contract to \$548,000, with each City contributing \$274,000. Please refer to Attachment 1. I recommend approval of this work.

Also attached is a draft Bridge Cost Share Agreement with the City of Moorhead. Now that the project is fully funded and construction is slated for 2027, staff felt now is the time to formalize our work on the project and to have our respective City Commission/City Council's approve the plan for funding the project. Please refer to Attachment 2 for this draft Bridge Cost Share Agreement. I recommend approval of this agreement upon review from our Attorney's Office.

Recommended Motion

Concur with City of Moorhead on Approval of Contract Amendment #1 for Houston Engineering for the design phase of this project, AND Approval of the Bridge Cost Share Agreement with the City of Moorhead

JMG/klb
Attachments



July 18, 2025

Tom Trowbridge, PE
City Engineer
City of Moorhead
PO Box 779
Moorhead, MN 56561

**Subject: Task Order 24 Amendment No. 1 Proposal
City of Moorhead Master Service Agreement
Eng. No. 22-13-04 Red River Pedestrian Bridge Final Design
H.E. No. 6019_0141**

Mr. Trowbridge,

This letter serves as our proposed task order amendment for additional services related to the Red River Pedestrian Bridge project. The project consists of constructing a new pedestrian bridge and bike trail that will connect the existing trail system along 50th Avenue S in Moorhead to the existing trail system at 40th Avenue S and University Dr. in Fargo. The anticipated scope and fee for these additional services are outlined in more detail below.

PROPOSED TASK ORDER AMENDMENT SCOPE

At your request, we offer to perform the following engineering services for the project.

1. **Task 6 – Geotechnical Analysis** – A preliminary geotechnical analysis was completed as a part of the original task order. Our geotechnical subconsultant utilized existing soils data in the vicinity of the project to complete a desktop slope stability analysis. The scope of this amendment task will include conducting soil borings at the proposed bridge locations, completing laboratory testing of the boring samples, and providing soil design parameters for the bridge design. They will also complete a final slope stability analysis of the proposed bridge and trail grading. A final geotechnical report will be completed and submitted with the 30% design to the State.
2. **Task 7 – Final Environmental Review** – The scope of this task consists of finalizing the paperwork for the environmental Categorical Exclusion and submitting it to the state for review.
3. **Task 8 – Final Hydraulic Analysis** – The scope of this task consists of running a final river hydraulic analysis of the proposed bridge alignment. The existing Fargo-Moorhead HEC-RAS model to complete this analysis. A final hydraulic report will be completed and submitted with the 30% design to the State.

Tom Trowbridge, PE
July 18, 2025
Page 2

4. Task 9 – Final Bridge and Trail Design – This scope of this task includes completing 30%, 90%, and 100% plans and specifications as well as submittals to MNDOT State Aid Bridge, District 4, and Central Office. The bridge will be designed to be a prestressed concrete beam bridge with a metal truss segment over the river span. Bridge design will include aesthetic enhancements such as architectural concrete, concrete staining, bridge railing, and lighting. The final aesthetic elements will be determined in coordination with the City during design. The trail system will be designed as a concrete path that connects to the existing levee trail system at 40th Ave S/River Dr S in Fargo and 50th Ave S in Moorhead. Trail alignment through Bluestem/Trollwood Performing Arts School will be coordinated with Fargo Public Schools.

PROPOSED SCHEDULE

The following project schedule is anticipated for the project:

- September 1, 2025
 - 30% Plans, Geotechnical Report, Hydraulic Report, and Draft Project Memo submitted to MNDOT State Aid Bridge
- December 1, 2025
 - 90% Plans submitted to MNDOT State Aid Bridge
- February 1, 2026
 - 90% Plans with MNDOT State Aid Bridge comments submitted to MNDOT District 4
- April 1, 2026
 - Final Signed Plans submitted to MNDOT Central Office
- October 1, 2026
 - Authorization to use Federal Funds
- Winter 2026/2027
 - Receive Bids
- Spring/Summer 2027
 - Begin Construction

PROPOSED FEE

Our estimated fee for this task order amendment is **\$420,000**. This work will be billed hourly based on the actual staff completing the work and in accordance with the Master Agreement for Professional Services between Owner and Consultant of Engineering Consultation Services, dated February 13, 2023. We look forward to assisting you with these services.

Thank you for the opportunity to assist you with this project. We are excited to work on this iconic project that will connect the Fargo-Moorhead community.

Tom Trowbridge, PE
July 18, 2025
Page 3

Sincerely,

HOUSTON ENGINEERING, INC.



Michael P. Love, PE

MPL:ml

Enclosures

H:\JBN\6000\6019\6019_0141\PM\Red River Pedestrian Bridge Amendment No. 1 Task Order Proposal.docx

BRIDGE COST-SHARE AGREEMENT

THIS BRIDGE COST-SHARE AGREEMENT (hereinafter referred to as “Agreement”) is entered into on this ___ day of August , 2025 (the "Effective Date"), by and between the City of Fargo, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota 58102 (hereinafter referred to as “Fargo”), and the City of Moorhead, a Minnesota Home Rule City, whose address is 500 Center Avenue, P.O. Box 779, Moorhead, Minnesota 56561-0779 (hereinafter referred to as “Moorhead”).

RECITALS

WHEREAS, Minn. Stat. § 471.345, and N.D.C.C. § 40-05-01, Subd. 71, grant municipalities the power to enter into contracts; and

WHEREAS, Moorhead City Charter § 6.05, authorizes Moorhead to enter into contracts; and

WHEREAS, Article 3 of Fargo’s Home Rule Charter authorizes Fargo to enter into contracts; and

WHEREAS, multiple studies have analyzed and recommended a pedestrian bridge crossing of the Red River to connect Fargo at 40th Ave. S. to Moorhead at 50th Ave S. (hereinafter referred to as the “Project”); and

WHEREAS, Moorhead solicited a proposal for professional services for the completion of the Environmental Review Phase of the Project; and

WHEREAS, Moorhead requested, and Fargo agreed to participate in the cost of such professional services; and

WHEREAS, Fargo and Moorhead have secured funding to complete the design and construction of the Project.

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

AGREEMENT

1. **Environmental Review Phase.** Moorhead previously secured a proposal from Houston Engineering, Inc., for the Environmental Review Phase for the Project in the estimated amount of \$128,000, in the form attached hereto as **Exhibit A**. The parties agree and acknowledge that the scope of Work related to the Project may be amended so long as any amendment to the proposal is made in writing signed by the parties to be bound or a duly authorized representative specifying with particularity the extent and nature of such amendment.

2. **The Work.** Moorhead and Fargo agree and acknowledge that the Project may consist of 1) environmental/preliminary engineering; 2) grant applications; 3) final engineering design; 4) construction administration and construction; and 5) any other work as determined by the parties (the “Work”).
3. **Funding.** The Fargo-Moorhead Metro Bikeways Gap Analysis completed by FM Metro-COG in 2019 estimates the full cost of the Work to be in the range of \$3,960,000 to \$5,550,000. Fargo and Moorhead agree to work together to request and secure funding from various funding sources, including but not limited to, State of North Dakota, State of Minnesota, and federal funding sources in order to secure the necessary funding to complete the design and construction of the Project.
4. **Final Design.** Moorhead staff are authorized to hire consultants using budgeted funds to assist with grant applications, as necessary, and Fargo and Moorhead will share such costs, as set forth in Sections 5(b) and 6(a).
5. **Duties of Moorhead.** Moorhead is responsible for the following obligations regarding the Work:
 - a. May contract with consultants as necessary to complete Environmental Review Phase, grant applications, preliminary and final design, construction and construction administration for the Project; and
 - b. Contributing one half of the Project costs, using budgeted and/or grant funds available for that purpose.
 - c. Any additional obligations as determined by the parties.
6. **Duties of Fargo.** Fargo is responsible for the following obligations regarding the Work:
 - a. May contract with consultants as necessary to complete Environmental Review Phase, grant applications, preliminary and final design, construction and construction administration for the Project; and
 - b. Contributing one half of the Project costs, using budgeted and/or grant funds available for that purpose.
 - c. Any additional obligations as determined by the parties.
7. **Additional Agreements.** The parties agree and acknowledge that they may enter into additional agreements related to the Project. Unless specified otherwise, future agreements related to the Project are not intended to replace or modify this Agreement, with respect to cost-share. In the event of a conflict between future agreements and this Agreement related to cost-share for the Project, this Agreement shall supersede future agreements.
8. **Term.** The term of this Agreement commences on the Effective Date and expires on December 31, 2032, unless sooner terminated as hereinafter provided.
9. **Termination.** This Agreement may be terminated, at any time, by either party giving thirty (30) days’ written notice to the other party of its intent to terminate. In the event of

termination of this Agreement, the party terminating will be responsible for any incurred costs related to the Project.

11. **Dispute Resolution.** Any dispute, controversy, or claim arising out of this Agreement that cannot be settled through negotiation shall be resolved first, by the parties trying in good faith to resolve the dispute by mediation such mediation session may be requested by any party, shall be held in Moorhead, Minnesota and shall commence within fifteen (15) days of the selection of the mediator. If the dispute, controversy, or claim cannot be resolved by mediation, then by arbitration such arbitration to be held in Moorhead, Minnesota before a single arbiter and to commence within fifteen (15) days of the selection of the arbiter. Judgement on the award by the arbiter may be entered in any court having jurisdiction thereof. The parties involved in the dispute will work collectively to select a mediator or an arbiter, as appropriate. If the parties are unable to agree, each party will select three (3) possible mediators or arbiters, and the parties will alternate striking a possible mediator or arbiter from the prospective list.
12. **Liability.** Any and all liability of the parties related to the Project under the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03 and Minnesota Statutes Annotated § 466.04. These statutory limitations may not be stacked to increase the statutory limit.
13. **Notice.** Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

Fargo: City of Fargo
 ATTN: Steve Sprague, City Auditor
 Fargo City Hall
 200 3rd Street North
 Fargo, ND

Moorhead: City of Moorhead
 ATTN: Dan Mahli, City Manager
 500 Center Avenue
 P.O. Box 779
 Moorhead, MN 56561-0779

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

14. **Time is of the Essence.** Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.

15. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
16. **Amendments.** No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver.
17. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
18. **Remedies.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.
19. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.
20. **Governing Law.** This Agreement has been made and entered into under the laws of the State of Minnesota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in District Court in Clay County, Minnesota, and the parties waive any objection to venue or personal jurisdiction.
21. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
22. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
23. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties executed this Agreement on the date first written above.

(Signatures appear on the following pages.)

Signature page for the City of Moorhead, Minnesota

MOORHEAD:

City of Moorhead, Minnesota

Michelle (Shelly) A. Carlson, Mayor

Dan Mahli, City Manager

ATTEST:

Christina Rust, City Clerk

Signature Page for the City of Fargo, North Dakota

FARGO:

City of Fargo, North Dakota

Tim Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

(21)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-23-F1

Type: Electric Service Extension

Location: Dakota Commerce Center North Addition

Date of Hearing: 8/11/2025

RoutingDate

City Commission

8/18/2025

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed a communication from Project Manager, Jason Satterlund, regarding a request for reimbursement to Cass County Electric Cooperative (CCEC) for extending electric service along 48th Avenue North to facilitate the installation of the street lighting infrastructure for Improvement District No. BN-23-F1.

Engineering is seeking approval of the reimbursement to CCEC in the amount of \$25,852.14 for Improvement District No. BN-23-F1.

On a motion by Michael Redlinger, seconded by Nicole Crutchfield, the Committee voted to recommend approval the reimbursement to CCEC in the amount of \$25,852.14.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the reimbursement to CCEC in the amount of \$25,852.14 for Improvement District No. BN-23-F1.

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Satterlund, Sr. Project Manager
Date: August 5, 2025
Re: Improvement District No. BN-23-F1 – Reimbursement to Extend Electric Service for Street Lighting Infrastructure

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.

This request is for reimbursement to Cass County Electric Cooperative for the extension of electric service along 48th Avenue North to support the installation of street lighting infrastructure for Improvement District No. BN-23-F1, which includes 48th Avenue North between 37th Street and Cass County Highway 81, as well as a portion of 41st Street North located north of 48th Avenue and 37th Street North located north of 46th Avenue North.

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

Recommended Motion:

Approve the electric service extension reimbursement in the amount of **\$25,852.14** to Cass County Electric Cooperative for Improvement District No. BN-23-F1.

Attachment



4100 32nd Avenue SW
 Fargo ND 58104

Aid To Construction Estimate

DATE: 7/24/2025

Prepared By:

Brent Hodgson

Work # 701-356-4462
 Cell # 701-238-8548
 WO# 84313
 Map Location 070-152-0130

TO: City of Fargo

Jason Satterlund

Phone 701-730-8670
 Mobile

MEMBER/CONTRACTOR ITEMS TO BE COMPLETED PRIOR TO CONSTRUCTION

Signed Aid to Construction

JOB DESCRIPTION

extend power 1600 feet to new street light feed point.

ITEMIZED ESTIMATE: TIME AND MATERIALS	Qty	Cost	ATC Allowance	ATC Req'd
Transformer KVA Charge (\$20/kVA or \$25/kVA)	25	\$25		625.00
CT Cabinet Amp Charge (\$1/Amp)	200	\$1		200.00
Meter connect fee (temp service)				-
Line extension charges beyond utility easement (feet)				-
Additional line extension material and overhead				25,027.14
Additional line extension labor and overhead				-
				-
				-
Total Estimated Aid to Construction Cost				25,852.14
Total Amount to be paid prior to Construction				
Remaining Aid to Construction to be billed				

Terms and Conditions: This is a good-faith estimate, valid for 30 days, and pending the successful acquisition of all necessary easements and permits to complete the work. It's possible the scope of the job as outlined above could change slightly due to unforeseen weather, soil, or other issues that might arise, which would result in additional charges, not to exceed the maximum contingency allowance percentage of 10% of the total project cost. Lead times for materials may be up to 48 weeks or more, and materials will not be ordered until the estimate is accepted. Payment is due as follows: 50% of member's share of the total cost will be paid prior to construction; final payment balance will be due within 30 days of receipt of invoice. All unpaid invoices will have 1.5% added for every month after 60 days.

By signing below, I hereby accept and agree to the terms and conditions of this estimate. I agree to pay the estimated aid to construction as detailed above, and authorize Cass County Electric to proceed with the work proposed.

Jason Satterlund Project Mgr
 ACCEPTED BY

8-4-2025
 DATE

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(22)

Improvement District No. BN-24-B1 Type: Private Utility Relocation Reimbursement

Location: Interstate Business District Addition Date of Hearing: 8/11/2025

<u>Routing</u>	<u>Date</u>
City Commission	8/18/2025
PWPEC File	X
Project File	Tyler Jacobs

The Committee reviewed a communication from Project Manager, Tyler Jacobs, regarding private utility relocation reimbursement to Cass County Electric Cooperative (CCEC) for the relocation of utilities within the City's utility easement.

Due to conflict with the proposed project design, the relocation of CCEC utilities is required. Staff is seeking approval of payment to CCEC in the amount of \$16,664.67.

On a motion by Ben Dow, seconded by Susan Thompson, the Committee voted to recommend approval of Reimbursement to Cass County Electric Cooperative in the amount of \$16,664.67 for utility relocation for Improvement District BN-24-B1.

RECOMMENDED MOTION

No Commission action required.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

Present	Yes	No	Unanimous
			☒
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Michael Redlinger
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:


 Tom Knakmuhs, P.E.
 Assistant City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Tyler Jacobs, Project Manager
Date: July 28, 2025
Re: Improvement District BN-24-B1 - Private Utility Relocate Reimbursement
Interstate Business District Addition - 44th Street North from 40th Avenue
North (CASS HWY 20) to 45th Street North

Background:

Attached you will find an Aid to Construction Estimate to be paid to Cass County Electric for relocating private utilities within the City's project limits. The relocation is needed as they conflicted with the proposed project design.

Total payment to Cass County Electric Cooperative is in the amount of \$16,664.67.

Recommended Motion:

Approve payment to Cass County Electric Cooperative in the amount of \$16,664.67.

TMJ/klb

Attachment:
Aid to Construction Estimate



Cass County Electric Cooperative
701-356-4400 or 800-248-3292
4100 32nd Ave. S.
Fargo, ND 58104

INVOICE: 45600

Invoice Date:	07/25/2025
Terms:	NET DUE
Due Date:	08/24/2025
Amount Due:	\$ 16,664.67

FARGO CITY OF
AUDITOR'S OFFICE
PO BOX 2083
FARGO ND 58107-2083

Account:	2551
Description:	Aid to Construction- IBD Cable reroute

Page 1 of 1

Description: Aid to Construction- IBD Cable reroute					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION	1.000	EA	16,664.6700	16,664.67	
MESSAGES				Subtotal:	\$ 16,664.67
				Tax:	\$ 0.00
				Total:	\$ 16,664.67
				Amount Paid:	\$ 0.00
				Amount Due:	\$ 16,664.67
GET TOTAL BOTTOM PORTION WITH PAYMENT					

RETURN BOTTOM PORTION WITH PAYMENT



Cass County Electric Cooperative
701-356-4400 or 800-248-3292
4100 32nd Ave. S.
Fargo, ND 58104

Account:	2551
Invoice:	45600
Due Date:	08/24/2025
Amount Due:	\$ 16,664.67

Amount Of Payment: _____

Remit To:

CASS COUNTY ELECTRIC CO-OP INC
4100 32ND AVE S
FARGO ND 58104

FARGO CITY OF
AUDITOR'S OFFICE
PO BOX 2083
FARGO ND 58107-2083

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(23)

Improvement District No. BR-25-F1

Type: Change Order #1 & Time Extension

Location: NP Ave N, 8th St - Broadway

Date of Hearing: 8/11/2025

RoutingDate

City Commission

8/18/2025

PWPEC File

X

Project File

Rick Larson

The Committee reviewed a communication from Senior Project Manager, Rick Larson, regarding Change Order #1 in the amount of \$21,197.94 for additional work and an 8-day time extension to the Substantial Completion Date, bringing it to August 8, 2025.

Staff is seeking approval of Change Order #1 in the amount of \$21,197.94, which increases the total contract amount to \$2,016,611.44 and the associated time extension as described above.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 and the associated time extension to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$21,197.94, bringing the total contract amount to \$2,016,611.44, and the associated 8-day time extension bringing the Substantial Completion Date to August 8, 2025 to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: State 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
 Gary Lorenz, Fire Chief
 Brenda Derrig, Assistant City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Michael Redlinger
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson

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

Memorandum

To: Members of PWPEC
From: Rick Larson, Senior Project Manager
Date: August 7, 2025
Re: Improvement District No. BR-25-F1 – Change Order #1 & Time Extension

Background:

Improvement District No. BR-25-F1 is for the reconstruction of NP Avenue North from 170' E of 8th Street North to Broadway. This project is for the replacement of the water main and services, sanitary sewer main and services, storm sewer main and inlet leads, concrete curb & gutter, sidewalk, driveways and street scape.

Change Order #1:

- 1.) Due to the unexpected discovery of a large amount of organic fill while replacing the underground utilities on this project, the Contractor was forced to dispose of this material at an alternate site. Originally, all of the spoil was planned to be hauled to a location with a 20-minute round trip time, but due to the nature of much of the existing material, the new round trip haul time changed to 40 minutes. The Contractor recorded 214 truckloads of organic material that was hauled to this alternate dump location and is requesting to be paid for the additional 20 minutes per load at a rate of \$145/hr. With the added 10% Prime Contractor mark-up, the total cost of this contract price adjustment for Site Grading is **\$11,377.14**, the Contractor is requesting that **6 additional calendar days** be added to the Substantial Completion Date for this work.
- 2.) The Contractor was directed to modify a Storm Sewer Manhole by switching out the 3.5' cone section to a 3' cone section to make room for a new floating casting. The total price adjustment for this work is **\$3,850.00**, the Contractor is requesting that **0.5 additional calendar days** be added to the Substantial Completion Date for this work.
- 3.) The Contractor was directed to install 2 each type-III barricades in the private alley behind the Old Broadway to prevent vehicles from entering the construction site. The total contract price adjustment for this work is **\$250.80**.
- 4.) Due to an additional abandoned water main directly below the current in-use water main, the Contractor had to remove an additional 190 lineal feet of water main. Using the original bid price for this item, the total contract price adjustment for this work is **\$2,090.00**, the Contractor is requesting that **1 additional calendar day** is added to the Substantial Completion Date for this work.

- 5.) Due to a private utility that replaced a Windstream vault at 615 NP Avenue North while the Contractor was setting up to pour driveways, the Contractor is requesting that **0.5 additional calendar days** be added to the Substantial Completion Date for this work.
- 6.) The Contractor was directed to reroute conduits and readjust the existing City fiber hand hole near the fire station, the total cost for this work is **\$3,630.00**.

Recommended Motion:

Approve Change Order #1 in the amount of **\$21,197.94** and the associated time extension of **8 calendar days** to the Substantial Completion Date.

Current Completion Dates	Revised This Memo
Substantial - Phase 1A: July 31, 2025 Final – October 30 th , 2025	Substantial - Phase 1A: August 8, 2025 Final – October 30 th , 2025

RJL/klb
Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-F1
NP AVE N FROM 170' EAST OF 8TH ST N TO BROADWAY

Change Order No **1** Change Order Date **6/3/2025**
 Contractor **Northern Improvement Co**

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

EXPLANATION OF CHANGE Change Order # **1**

- 1.) Due to the unexpected discovery of a large amount of organic fill while replacing the underground utilities on this project, the contractor was forced to dispose of this material at an alternate site. Originally, all of the spoil was planned to be hauled to a location with a 20-minute round trip time but due to the nature of much of the existing material, the new round trip haul time changed to 40 minutes. The Contractor recorded 214 truck loads of organic material that was hauled to this alternate dump location and is requesting to be paid for the additional 20 minutes per load at a rate of \$145/hr. With the added 10% Prime Contractor mark-up, the total cost of this contract price adjustment for Site Grading is \$11377.14, the Contractor is requesting that 6 additional calendar days be added to the substantial completion dates for this work.
- 2.) The Contractor was directed to modify a Storm Sewer Manhole by switching out the 3.5 cone section to a 3 cone section to make room for a new floating casting. The total price adjustment for this work is \$3,850.00, the Contractor is requesting that 0.5 additional calendar days be added to the substantial completion dates for this work.
- 3.) The Contractor was directed to install 2 each type-III barricades in the private alley behind the Old Broadway to prevent vehicles from entering the construction site. The total contract price adjustment for this work is \$250.80.
- 4.) Due to an additional abandoned water main directly below the current in-use water main, the Contractor had to remove an additional 190 lineal feet of water main. Using the original bid price for this item, the total contract price adjustment for this work is \$2090.00, the Contractor is requesting that 1 additional calendar day is added to the substantial completion dates for this work.
- 5.) Due to a private utility that replaced a Windstream vault at 615 NP Ave N while the Contractor was setting up to pour driveways, the Contractor is requesting that 0.5 additional calendar days be added to the substantial completion dates for this work.
- 6.) The Contractor was directed to reroute conduits and readjust the existing city fiber hand hole near the fire station, the total cost of this contract price adjustment for this work is \$3,630.00.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	13	Modify Manhole	EA	0		0	0	1	\$3,850.00	\$3,850.00
	14	Site Grading	LS	0		0	0	1	\$11,377.14	\$11,377.14

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Water Main	15	Relocate Pull Box Polymer Conc	EA	0		0	1	1	\$3,630.00	\$3,630.00
	16	F&I Barmcade Type III	EA	0		0	2	2	\$125.40	\$250.80
							Change Order 1 Sub Total			\$19,107.94
	18	Remove Pipe All Sizes All Types	LF	446		446	190	636	\$11.00	\$2,090.00
							Water Main Sub Total			\$2,090.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Special Assessments, State of ND Flex Fund
\$21,197.94
\$0.00
\$1,995,413.50
\$2,016,611.44

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

CONTRACT DATES

Current Substantial Completion Date
9/30/2025
Additional Days Substantial Completion
0
New Substantial Completion Date
9/30/2025
New Interim Completion Date #1
8/8/2025

Current Final Completion Date
10/30/2025
Additional Days Final Completion
0
New Final Completion Date
10/30/2025
Current Interim Completion Date #1

Interim Completion Dates

APPROVED

For Contractor

Title

Phil
NORTHERN IMPROVEMENT COMPANY
PHIL DUGINSKI
VICE PRESIDENT

APPROVED DATE

Department Head

Mayor

Attest

T-Cell



PO Box 2846
FARGO, ND
58108-2846
Phn: 701-277-1225

PO Box 1254
BISMARCK, ND
58502-1254
Phn: 701-223-6695

PO Box 1035
DICKINSON, ND
58602-1035
Phn: 701-225-5197

Greg McCormick, President/CEO
Molly Barnes, Executive Vice-President

July 31, 2025

Mr. Rick Larson
Senior Project Manager
City of Fargo Engineering Department
225 4th Street North
Fargo, ND 58102

RE: Improvement District No. BR-25-F1
NP Avenue Paving and Utility Rehab/Reconstruction

Dear Mr. Larson,

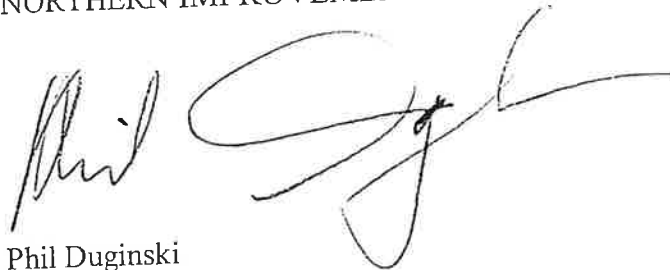
We request that the Phase 1A interim completion date be extended by 8 calendar days due to the following extra work and utility interference delay:

- The additional time needed to haul 214 loads of unsuitable organic material to the disposal site located on Highway 336 east of Moorhead = **6 calendar days**.
- The additional time needed to remove abandoned water main pipe that was encountered during installation of the new water main = **1 calendar day**.
- The additional time needed to modify existing storm sewer manhole ST-5 = **.5 calendar day**.
- The delay in construction of the driveway located on the north side of NP Avenue at approximate STA 4+10 while a Windstream utility vault that interfered with the new driveway was moved and replaced = **.5 calendar day**.

Thank you for your consideration of this request. Please call me if you have any questions or need additional information.

Sincerely,

NORTHERN IMPROVEMENT COMPANY



Phil Duginski





PO Box 2846
FARGO, ND
58108-2846
Phn: 701-277-1225

PO Box 1254
BISMARCK, ND
58502-1254
Phn: 701-223-6695

PO Box 1035
DICKINSON, ND
58602-1035
Phn: 701-225-5197

Greg McCormick, President/CEO
Molly Barnes, Executive Vice-President

CHANGE ORDER PROPOSAL

August 5, 2025

TO: RICK LARSON
CITY OF FARGO ENGINEERING DEPARTMENT

RE: IMPROVEMENT DISTRICT No. BR-25-F1
NP AVENUE PAVING and UTILITY REHAB/RECONSTRUCTION

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
					\$ -
1	MODIFY STORM MANHOLE ST-5 (REMOVE EXISTING CONE SECTION AND REPLACE WITH 3FT CONE)	1	LS	\$ 3,850.00	\$ 3,850.00
					\$ -
					\$ -
					\$ -
2	HAUL UNSUITABLE (ORGANIC) SOIL TO DISPOSAL SITE = 214 LOADS				\$ -
	SELLIN ADDITIONAL TRUCK TIME	71.33	HRS	\$ 145.00	\$ 10,342.85
	PRIME CONTRACTOR MARKUP @ 10%	71.33	HRS	\$ 14.50	\$ 1,034.29
				ITEM 2 TOTAL =	\$ 11,377.14
					\$ -
					\$ -
					\$ -
					\$ -
				TOTAL ITEMS 1 & 2 =	\$ 15,227.14

NOTES:

- 1 The price for Modify Storm Manhole ST-5 includes furnishing a floating casting.

NORTHERN IMPROVEMENT COMPANY


PHIL DUGINSKI

If you have questions, please call:

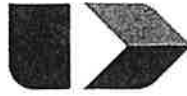
Fargo Office: (701) 277-1225

Cell: (701) 793-5636

www.nicnd.com

Highway - Heavy - Municipal Contractor
We are an Equal Opportunity Employer





3D Specialties

1110 25th Avenue North | P.O. Box 1615 | Fargo, ND 58102
800-726-4064 | Office: 701-293-8599 | Fax: 701-293-7811
Email: sales@3dspecialties.com | 3dspecialties.com

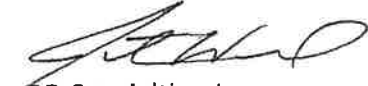
June 2nd, 2025
Attn: Phil Duginski
Northern Improvement Company
Fargo, ND

Phil,

Please find our price to Northern Improvement Company for 2 ea. additional Type 3 Barricades.

Type 3 Barricades	2 EA @ <u>\$114.00</u> per EA	<u>\$228.00</u>
Total:		<u>\$228.00</u>

Justin Ward



3D Specialties, Inc.

Acknowledgement of additional work/monies to be added to 3D Specialties' contract by contractor and notice to proceed with work. 3D Specialties recognizes that the engineer will only measure traffic control devices that were authorized by the engineer before their installation, and that the engineer will not measure devices beyond the quantity in the plans that become necessary due to contractor operations, 3D Specialties will require the contractor to pay for additional signs requested not paid by the engineer.

Contractor Signature _____ Date _____

Sign and return to 3D Specialties, if contractor would like 3D to proceed with the additional work detailed above.



Rick Larson

From: Phil Duginski <pduginski@nicnd.com>
Sent: Tuesday, June 3, 2025 8:22 AM
To: Rick Larson
Cc: Donovan Clever
Subject: BR-25-F1 - Additional Type 3 Barricades
Attachments: 3D Spec BR-25-F1 Change Order 1 (6-2-2025).pdf

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Rick,

Please see the attached letter from 3D Specialties with their price for the addition of 2 each Type 3 Barricades at the alley on the west side of the Old Broadway.

Based on 3D's quote, our price for the two additional barricades is $\$228.00 + 10\% = \250.80 .

Thank you,
Phil Duginski
Northern Improvement Company

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(24)

Improvement District No.: BR-26-F1 Type: Design Decision – NP Avenue

Location: NP Avenue & 2nd Street - 4th Street North Date of Hearing: 8/11/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/18/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding the design of 4th Street North from Main Avenue to 1st Avenue North.

The proposed project design deviates from the Downtown In-Focus Playbook on the bike lane design on 4th Street. We reached out to Dan Farnsworth at MetroCOG and received his support of moving the bike lanes on 4th Street from pavement grade to the sidewalk grade, which also puts them on the sidewalk side of any parked cars versus being between the driving lanes and parked cars. In addition, the CEO for People for Bikes was in town in July and recommended to give more protection for bikers than just a plain white line, and our plan does that.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to support the design decision for the future project on 4th Street from Main Avenue to 1st Street North.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the design decision.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>☒</u>
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	
Gary Lorenz, Fire Chief	☒	☒	☐	
Brenda Derrig, Assistant City Administrator	☒	☒	☐	Michael Redlinger
Ben Dow, Director of Operations	☒	☒	☐	
Steve Sprague, City Auditor	☐	☐	☐	
Tom Knakmuhs, City Engineer	☒	☒	☐	
Susan Thompson, Finance Director	☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: August 5, 2025

Re: Revisiting the NP Avenue & 4th Street Reconstruction Project
NP Avenue project extents – Broadway to 4th Street
4th Street project extents – BNSF railroad tracks to 1st Avenue N
City Improvement District No. BR-26-F1

Update:

Since we visited about this project at the March 20th PWPEC meeting, we have switched gears on what portion of NP Avenue is going to be reconstructed in year 2026. Instead of reconstructing NP Avenue from Broadway to 4th Street as well as 4th Street from Main Avenue to 1st Avenue North in 2026, we plan on moving east and reconstructing the portion between 2nd Street and 4th Street (including the full intersection at 2nd Street and excluding the intersection at 4th Street). We are planning to move the reconstruction of NP Avenue between Broadway & 4th Street as well as 4th Street from Main to 1st Avenue North to the year 2031.

After the March 20th PWPEC meeting, our homework was to reach out to MetroCOG and get their thoughts on deviating from the Downtown In-Focus Playbook on the bike lane design on 4th Street itself. I did reach out to Dan Farnsworth at MetroCOG and he is in support of moving the bike lanes on 4th Street from pavement grade to the sidewalk grade, which also puts them on the sidewalk side of any parked cars versus being between the driving lanes and parked cars. In addition, the CEO for People for Bikes was in town in July and recommended to give more protection for bikers than just a plain white line, and our plan does that.

We would like to have PWPEC approve our design details, which includes the deviation from the Downtown In-Focus Playbook for the bike lane location on 4th Street.

From March 20, 2025

Engineering staff have been moving forward with design of a project on NP Avenue between Broadway and 4th Street, as well as on 4th Street between the BNSF railroad tracks near Main Avenue to 1st Avenue North. With the completion of the Downtown In-Focus Plan, we were given a playbook for each street and avenue downtown when they are to be reconstructed. NP Avenue is designated as having a larger focus on the pedestrian and bicycle user, and less on the motor vehicle. Designing with that lens in mind, here are the details of what we are planning:

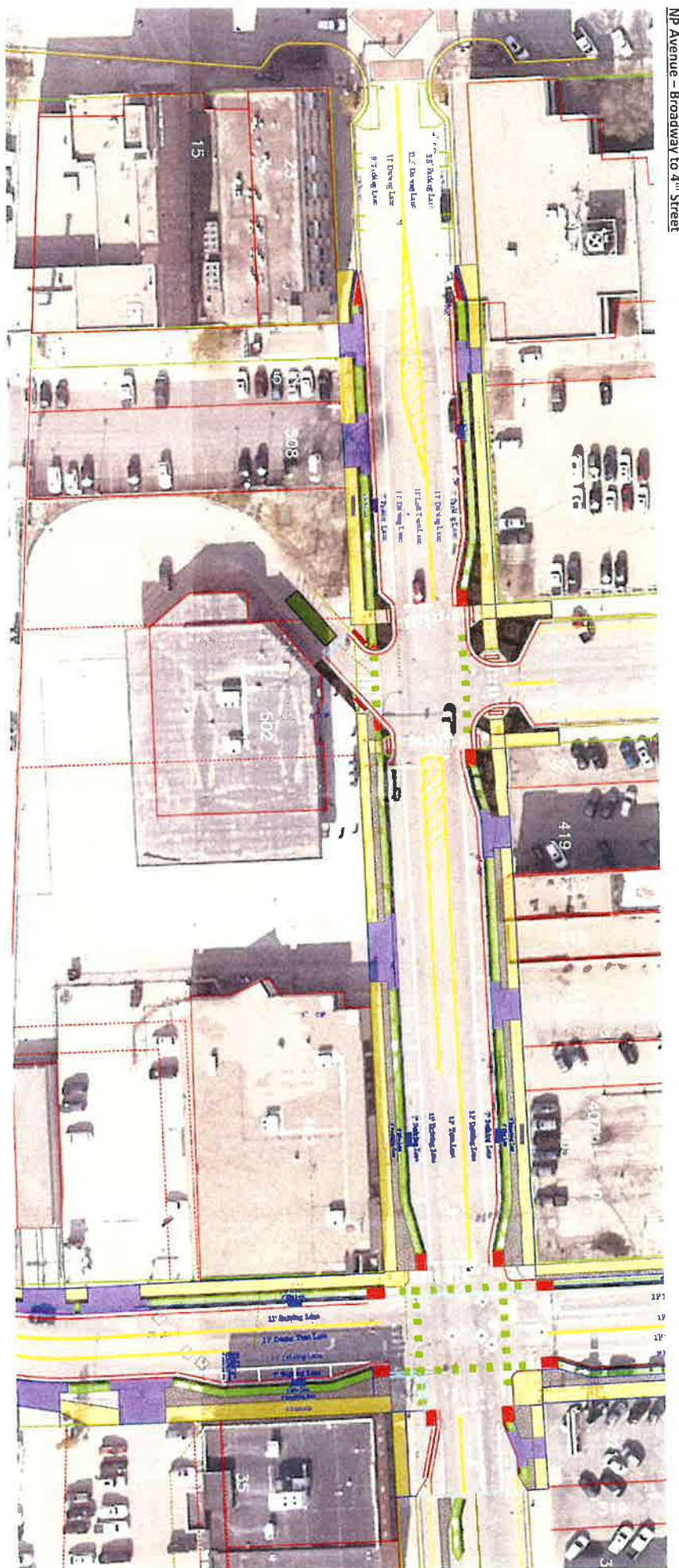
- NP will transition to a 3-lane roadway section between 5th Street and 4th Street.
- A cycle track at sidewalk level is incorporated for both sides of the street on NP Avenue. We'd like to do this as well north & south on 4th Street. This change on 4th Street would be a deviation from the downtown playbook.
- We plan to remove the traffic signal at the GTC exit/5th Street intersection, as is being requested by personnel from Transit and replace it with a 4-way stop controlled intersection.
- The traffic signal at NP & 4th Street will be replaced as part of the project.
- As noted in the Downtown Playbook, we will remove parking from the west side of 4th Street between 1st Avenue North and NP Avenue.
- We will work with property owners on driveway locations and potentially removing one of them.

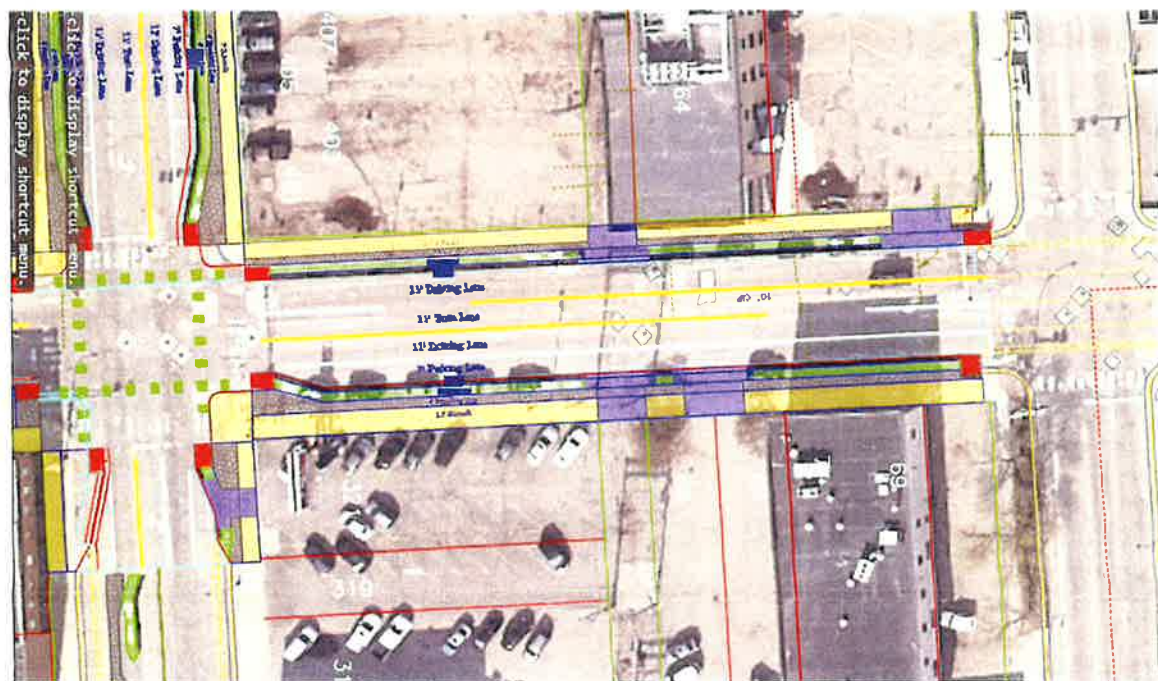
I have attached the proposed layout for your review, as well as relevant pages from the Downtown Playbook.

Recommended Motion:

Approve NP Avenue and 4th Street design details as highlighted in the Memo and forward on to City Commission for final approval.

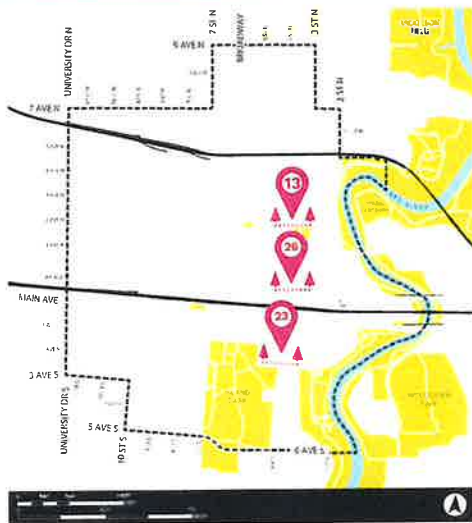
JMG/klb
Attachments





4th Street

4th Street between 6th Avenue South and 7th Avenue North



Existing Section Location

THE BASICS:

4TH STREET NORTH

Functional Classification: Minor Arterial

Speed: 25 mph

Number of Lanes: 3 Lanes
(varies from 2-4 within study area)

Curb-to-Curb width: 58 feet

ROW Width (approximate): 83 feet

Public Transit Route: N/A

4TH STREET SOUTH

Functional Classification: Minor Artery

Speed: 25 mph

Number of Lanes: 3 Lanes
(varies from 2-4 within study area)

Curb-to-Curb width: 56 feet

ROW Width (approximate): 80 feet

Public Transit Route: 14, 16

CONSIDERATIONS

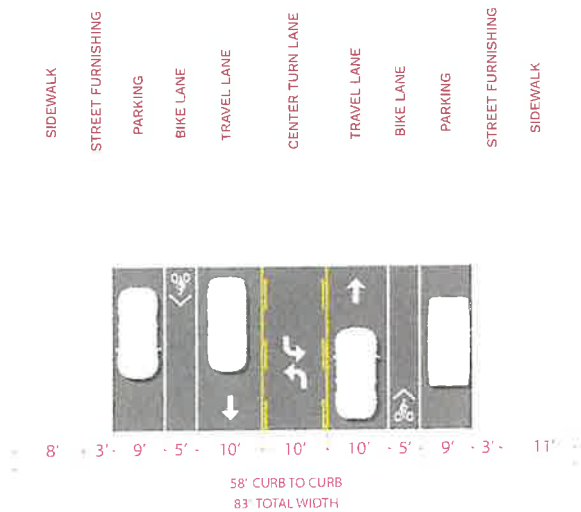
- > 4th Street provides a parallel on-street bike route to 10th Street North and University Drive, east of Broadway Avenue. This street provides connections to City Hall and grounds, the public library, the YMCA, Island Park, the Great Northern Bicyclist Shop, Amtrak Station, Sanford Hospital and two at-grade railroad crossings. It plays an important role in the bicycle network as a major trunkline through the heart of downtown.
- > 4th Avenue holds the most potential to play a **key role in stormwater management** in downtown.

Capacity Analysis:

- > Analysis indicates the street is under capacity.

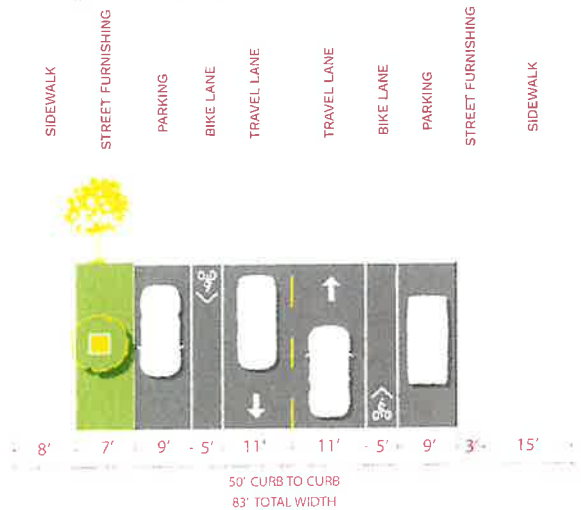
EXISTING

FIGURE A46: Existing Section Location at #13



PROPOSED

FIGURE A47: Proposed Section Location at #13



Proposed Street Network Map

PROPOSED ROLE

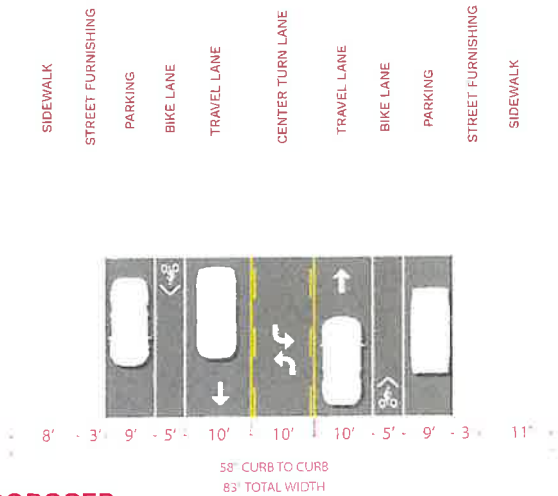
4th Avenue has great reconstruction potential to be designed to better serve people biking and walking, and in the movement of stormwater through downtown. 4th Street also plays a valuable role in the on-street bike network, and will continue to in the future. Retaining a bike facility on street and ensuring comfortable conditions for cyclists by calming traffic should be a major priority in future reconstruction.

Proposed Section: Space dedicated to the central two-way turn lane that runs the length of the corridor north of Main Avenue (US-10) could be reallocated to the edges to allow for expanded sidewalks and green space along most of 4th Street North.

Consider addition of bike facility through Main Avenue (US-10) intersection.

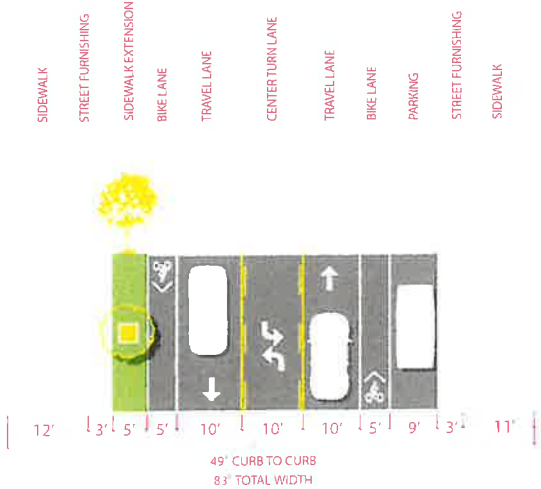
EXISTING

FIGURE A48: Existing Section Location at #26



PROPOSED

FIGURE A49: Proposed Section Location at #26



Proposed Street Network Map

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: August 18, 2025
Re: Engineer/Architect for HVAC Design and Construction Planning Services - Fargo Police Department Headquarters (RFP25199)

Dear Commissioners:

A Request for Proposal (RFP) was posted on June 23, 2025 for development of a design for the replacement of the existing HVAC system at Fargo Police Headquarters. The existing equipment is end of life and/or no longer energy efficient.

The deadline for proposals was August 1, 2025. Five (5) proposals were submitted and reviewed by an evaluation committee.

After evaluation, it was determined that KLJ Engineering best meets the specifications based on qualifications, experience, scope of services, cost, and references. The cost of KLJ's services is \$182,000. The project will be funded by the sale of bonds from 2024.

Facilities Management is requesting the City Commission's approval of the agreement between the City and KLJ Engineering for this project. The agreement is attached and has been reviewed by the City Attorney.

Recommended Action:

Move to approve the agreement between the City and KLJ Engineering for HVAC design at the Fargo Police Headquarters.

Fargo

RFP25199 - Engineer/Architect for HVAC Design and Construction Planning Services - Fargo Police Department Headquarters

Scoring Summary

Active Submissions

	Total	Project Understanding and Approach	Ability to Meet Scope of Services	Relevant Project Experience	Project Schedule and Timeline	Fee Proposal
Supplier	/ 100 pts	/ 20 pts	/ 20 pts	/ 20 pts	/ 15 pts	/ 25 pts
KLJ Engineering, LLC	93.67	20	20	19.67	13.33	20.67
RLE	92.67	19	20	20	14.33	19.33
EAPC Architects Engineers	89.33	16.67	17.67	19.67	10.67	24.67
CMTA	81.67	12	18.33	20	13.67	17.67
Mutchler Bartram Architects	77.67	19	17.33	19	9.333	13

**Agreement
Between
City of Fargo
and KLJ Engineering LLC**

This Agreement (the “Agreement,” which includes all attached schedules), effective August 19, 2025 (“Effective Date”), is entered into by and between KLJ Engineering LLC (the “Vendor”), having a principal place of business at 300 23rd Ave E, Suite 100, West Fargo, ND 58078 and City of Fargo (the “City”), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a “Party” and collectively, the “Parties”).

1. TERM

The project schedule is listed in Attachment A.

2. STATEMENT OF WORK

A Summary of all services and costs the Vendor will be providing under this Agreement is attached hereto as Attachment B. Vendor hereby agrees to complete work pursuant to the awarded proposal.

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors, and material suppliers with invoices Vendor submits to City. City’s obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

The Vendor shall receive compensation not to exceed \$182,000.00 as stated in Attachment C. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to FinanceAPAR@FargoND.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

- i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence.
- ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

- iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
 - iv. Professional Liability/Errors and Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Vendor or Vendor's Personnel in the performance of services with a liability limit of not less than U.S. \$2,000,000 per claim.
 - v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.
 - vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and
- b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.
- c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the City of Fargo, its officers, agents, employees, insurers, self-insurance pool, from and against all liability, claims, suits, 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, which arise out of or is related to this Agreement, to the extent such injury, loss, or damage is caused by, Consultant's negligent act, omission, error, or other fault of the consultant, and any fault of any subcontractor of the consultant, or any officer, employee, representative, or agent of the consultant or which arises out of any workmen's compensation claim of any employee of the consultant or any employee of any subcontractor of the Consultant. The Consultant agrees to investigate and to provide a defense for and defend against, any such liability, claims, suits, 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, suits, or demands. This obligation shall continue after the termination of the Agreement.

12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority,

embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

17. TERMINATION

This Agreement may be terminated by either party upon seven days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and KLJ have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

KLJ

BY _____

BY _____

Dr. Timothy J. Mahoney, Mayor

DATE: _____

DATE: _____

ATTEST:

BY _____

Steven Sprague, City Auditor

PROJECT SCHEDULE

Attachment A

Task	Dates
Contract Award	August 18, 2025
Kick-off Meeting	Week of August 25, 2025
Preliminary Engineering	September 2025
Construction Documents	December 2025
Bidding	January 2026
Construction	April-September 2026

SCOPE OF SERVICES

The City of Fargo has requested KLJ Engineering LLC (KLJ) provide planning and design services to prepare construction documents to upgrade the Heating, Ventilation, and Air Conditioning (HVAC) systems and controls at the Police Department Headquarters located at 105 25th Street N in Fargo, ND. The total project budget is estimated to be no more than \$3 million, which includes architectural/engineering (A/E) fees. The services anticipated to assist in this task are as follows.

FARGO POLICE DEPARTMENT HVAC DESIGN

A. Preliminary Engineering

1. Attend a kick-off meeting with the design team and City to discuss project objectives, scope, schedule, and budget.
2. Design team will review up to two conceptual options for owner consideration based on the 2023 mechanical, electrical, and plumbing (MEP) assessment report prepared by KLJ and MBN Engineering (MBN). Concepts will include:

a. Concept 1

- i. Install new roof mounted chiller, chilled water pumps, and piping.
- ii. Consider option to keep existing electric heat or integrate natural gas heat while maintaining existing electric Variable Air Volume (VAV) boxes.
- iii. Consider option to keep existing temperature controls or replace.
- iv. Reinforce roof joists/deck to support new rooftop mounted equipment. Based on KLJ's preliminary review of existing drawings, it is anticipated the original structure, excluding the roof joists/deck, will be able to support the rooftop units.
- v. Review of architectural impacts associated with the proposed modifications.
- vi. Electrical modifications necessary to accommodate the HVAC modifications.

b. Concept 2

- i. Install rooftop units with built-in cooling.
- ii. Consider option to keep existing electric heat or integrate natural gas heat while maintaining existing electric VAV boxes.
- iii. Consider option to keep existing temperature controls or replace.
- iv. Reinforce roof joists/deck to support new rooftop mounted equipment. Based on KLJ's preliminary review of existing drawings, it is anticipated

the original structure, excluding the roof joists/deck, will be able to support the rooftop units.

- v. Review of architectural impacts associated with the proposed modifications.
- vi. Electrical modifications necessary to accommodate the HVAC modifications.
3. Concepts will include preliminary sketches to illustrate scope of work and rough order of magnitude opinions of cost.
4. Review concepts and options with the City. The City shall select a final concept to move forward into construction documents.

B. Construction Documents

1. Prepare 50 percent progress submittal, including plans, specifications, and opinions of cost for preferred concept to review with the City.
2. Prepare 95 percent progress submittal, including plans, specifications, and opinions of cost to review with the City.
3. Coordinate front-end specifications and construction contracts with the City and City Attorney. It is assumed the project will be bid with multiple prime contracts. Construction contracts and front-end documents are assumed to be Engineers Joint Contract Documents Committee (EJCDC), 2018 version.
4. Prepare final plans and specifications stamped and signed by design professionals licensed in the State of North Dakota. Deliver one electronic set of documents to City of Fargo.
5. Submit final plans to City Building Inspection department for plan review. Answer/respond to plan review comments as necessary. Permits shall be responsibility of contractor.

C. Bidding Assistance

1. Not included in scope of work.

D. Construction Administration

1. Assist the City with setting up contract documents for construction.
2. Attendance at construction meetings and site visits as requested by the City. This will be billed hourly at the hourly rates included in Appendix 1.
3. Preparation of as-built in PDF and AutoCAD format (unlocked).

Attachment B

TEAM RESPONSIBILITIES

A. KLJ – Project Management, structural engineering/drawings/specifications, and construction administration.

B. Foss Architecture + Interiors (Foss) – Architecture/interior design/drawings/specifications and construction administration.

C. MBN – Mechanical and electrical engineering design/drawings/specifications and construction administration

SERVICES NOT INCLUDED

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

A. Electrical scope is limited to coordination with HVAC improvements such that electrical improvements outlined in MBN's 2023 Condition Assessment – Electrical Systems is not included.

B. Structural design services are limited to reinforcing the existing roof joists and deck to support the proposed rooftop units. Reinforcing of the primary structural steel members (beams, columns, floors, foundations) are not included in this scope of work. It is assumed that the structural modifications for the building system will be confined to the rooftop framing between Column Grids 5-6 and C-H (1989 plans).

C. Architectural scope is limited to the roofing and ceiling modifications associated with rooftop units. Ceiling alterations/modifications associated the VAV box replacement are not included.

D. Plan review fees.

E. Modification or design of fire suppression systems.

F. Commissioning.

G. Sustainability, Green Building, LEED design.

H. Bidding assistance.

I. Construction administration outside of the services identified above, including shop drawing/submittal review, requests for information, pay applications, proposal requests, and change orders.

J. Re-bidding a bid package or preparation of multiple bid packages.

K. Services outlined herein are based on a \$3 million maximum project budget as outlined in the 2025 City Budget. Design associated with a construction budget in excess of \$3 million has not been accounted for and will result in additional design fees.

L. Consideration of more than two concepts as outlined in Preliminary Engineering phase above.

M. Hazardous material testing, remediation, or abatement.

N. 3D modeling and renderings.

FEE PROPOSAL

COMPENSATION – LUMP SUM METHOD OF PAYMENT

A. Client shall pay Engineer for services listed in Scope of Services as follows:

Preliminary Engineering	\$47,200
Construction Documents	\$127,600
Bidding Assistance	Not Included
Construction Administration	\$7,200
TOTAL	\$182,000

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

C. Fee proposal is based on a maximum construction budget of \$3 million. If construction budget exceeds this amount, KLJ reserves the right to adjust fees accordingly.

D. Additional Services

1. Additional services above and beyond those listed herein will be invoiced at our standard rates prevailing at the time services are rendered. Hourly rates will be as outlined in the hourly rate schedules provided in the following rate sheets. Rates are subject to adjustments January 1 of each year.
2. Refer to Scope of Services for items not included in scope or fee proposal.

Note: The lump sum amounts above include compensation for Engineer's services. Appropriate amounts have been incorporated in the lump sum to account for labor, overhead, profit, and reimbursable expenses.

KLJ 2025 HOURLY RATES

Attachment C



KLJ Staff Type	2025 Hourly Rates
Archaeologist Technician	\$99.00
Archaeologist I	\$103.50
Archaeologist II	\$113.60
Archaeologist III	\$146.70
Archaeologist IV	\$167.10
Environmental Technician	\$100.00
Environmental Planner I	\$111.40
Environmental Planner II	\$121.60
Environmental Planner III	\$154.60
Environmental Planner IV	\$187.60
Paleontologist	\$146.70
Paleontologist Technician	\$99.00
Engineer-In-Training (EIT) I	\$127.30
EIT II	\$146.70
Associate Engineer	\$163.60
Engineer	\$183.00
Senior Engineer	\$218.10
Principal Engineer	\$228.40
Associate Planner	\$120.50
Planner	\$159.10
Senior Planner	\$187.60
Principal Planner	\$218.10
Associate Designer	\$120.50
Designer	\$160.30
Senior Designer	\$167.10
Senior Technical Advisor	\$264.70
Associate Project Manager	\$187.60
Project Manager	\$226.10
Senior Project Manager	\$267.00
Hydrogeological Technician	\$122.80
Hydrogeologist	\$183.00
Government Relations Specialist I	\$130.80
Government Relations Specialist II	\$134.10
Government Relations Manager	\$187.60

KLJ Staff Type	2025 Hourly Rates
Document Controls	\$190.90
CAD Technician I	\$102.30
CAD Technician II	\$118.20
CAD Technician III	\$138.70
GIS Analyst I	\$119.40
GIS Analyst II	\$129.50
GIS Analyst III	\$146.70
GIS Analyst IV	\$198.90
Engineering Technician	\$100.00
Engineering Technician I	\$94.40
Engineering Technician II	\$122.80
Engineering Technician III	\$162.60
Engineering Technician IV	\$175.00
Project Assistant I	\$80.80
Project Assistant II	\$120.50
Contract Administrator	\$120.50
Project Controls Specialist I	\$147.70
Project Controls Specialist II	\$187.60
Survey Tech	\$109.10
Crew Chief	\$113.60
Senior Crew Chief	\$138.70
Land Surveyor In Training (LSIT)	\$138.70
Professional Land Surveyor	\$165.90
Principal Land Surveyor	\$210.20
1 Person Survey Crew	\$190.90
2 Person Survey Crew	\$240.90
Associate Right-of-Way (ROW)	\$117.20
ROW Agent	\$138.70
ROW Professional	\$154.60
Senior ROW Professional	\$176.20

Confidential Proprietary Information

MBN 2025 HOURLY RATES

Attachment C



MBN Staff Type	2025 Hourly Rates
Engineer V	\$180.00
Engineer IV	\$162.00
Engineer III	\$143.00
Engineer II	\$113.00
Engineer I	\$100.00
Engineering Technician VI	\$162.00
Engineering Technician V	\$143.00
Engineering Technician IV	\$124.00
Engineering Technician III	\$101.00
Engineering Technician II	\$84.00
Engineering Technician I	\$72.00
ROW Specialist I	\$97.00
ROW Specialist II	\$120.00
Support Staff	\$80.00
PLS-CADD	\$11.00

Mileage	Current IRS Rate
Subsistence	At Cost
Printing and Postage	At Cost

FOSS 2025 HOURLY RATES

Attachment C



Foss Staff Type	2025 Hourly Rates
Principal-in-Charge/Project Manager	\$165.00-\$210.00
Project Architect	\$125.00-\$165.00
Intern Architect/Job Captain	\$85.00-\$125.00
Interior Designer	\$165.00
Cost Estimator/Specifier	\$165.00
Construction Administrator	\$135.00
Clerical	\$85.00

Reimbursable Expenses	
Printing – 8.5 by 11 inches	\$.25/Sheet
Printing – 11 by 17 inches	\$.35/Sheet
Printing – 24 by 36 inches	\$3.00/Sheet
Printing – 30 by 42 inches	\$3.25/Sheet
Printing – 24 by 36 inches Foam Core Presentation Board	\$175.00/Board*
Postage and Courier	At Cost
Code Review Fees	At Cost
Travel – Mileage	\$.70/Mile

**Materials and printing only – does not include time for graphics and design*



(26)

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: August 14, 2025

Due to lack of agenda items, FAHR did not meet on August 11th; however, we are providing several items for your consideration.

Receive & File: Sales Tax report
General Fund – YTD June 2025 Budget to Actual
General Fund – YTD July 2025 Budget to Actual

Note: General Fund YE25 Projections through 2Q25 will be discussed at the August 27th Finance Committee

Action Needed: Finance – Work with City Attorney on Asset Sale Language

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

PB: SS/KAC (prior to 2022)

7/22/2025

Payment Date	month collected	County Amount	Annual County Collections	County Growth %	PSST Amount	Infra & FC Amount	Total City Amount	Annual City Collections	City Growth %
2025 Collections			8,539,582.40	2.90%				27,135,099.24	1.60%
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70	6,744,268.91		
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00	5,406,259.48		
5/21/2025	Mar-25	1,698,986.33			-	5,424,656.49	5,424,656.49		
4/22/2025	Feb-25	1,477,568.31			-	4,523,059.25	4,523,059.25		
3/21/2025	Jan-25	1,693,238.03			-	5,036,855.11	5,036,855.11		
2024 Collections			23,304,345.12	0.86%				69,824,744.71	0.83%
2/22/2025	Dec-24	2,207,030.88			-	6,626,714.99	6,626,714.99		
1/21/2025	Nov-24	2,281,112.22			-	6,540,733.39	6,540,733.39		
12/20/2024	24-Oct	1,764,529.62			-	5,342,358.63	5,342,358.63		
11/22/2024	Sept-24	2,257,740.11			-	6,622,406.84	6,622,406.84		
10/21/2024	Aug-24	2,088,361.27			-	6,284,633.45	6,284,633.45		
9/21/2024	July-24	1,746,626.42			-	5,168,111.30	5,168,111.30		
8/21/2024	June-24	2,659,707.17			-	7,859,913.01	7,859,913.01		
7/22/2024	May-24	1,348,902.41			-	4,252,926.43	4,252,926.43		
6/24/2025	Apr-24	1,759,660.73			-	5,404,517.72	5,404,517.72		
5/21/2024	Mar-24	2,276,388.27			-	6,980,911.25	6,980,911.25		
4/22/2024	Feb-24	1,023,591.77			-	3,163,097.74	3,163,097.74		
3/21/2024	Jan-24	1,890,694.25			-	5,578,419.96	5,578,419.96		
2023 Collections			23,106,462.71	8.18%				69,250,461.96	4.02%
2022 Collections			21,358,922.89	-2.56%				66,571,120.26	4.28%
2021 Collections			21,920,710.74	31.11%				63,840,810.53	29.90%
2020 Collections			16,719,327.13	0.30%				49,146,842.57	-5.00%
2019 Collections			16,670,136.34	6.04%				51,732,824.69	7.36%
2018 Collections			15,720,221.20					48,185,965.90	
Totals Since 2018			\$ 147,339,709		\$ 1,350,059	\$ 444,337,811	\$ 445,687,870		

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - June 30, 2025
 Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 44,182	\$ 44,070	\$ (111)
2 Licenses & Permits	3,274	2,696	(579)
3 Intergovernmental Revenue	11,806	11,251	(555)
4 Charges for Services	5,988	5,613	(375)
5 Fines & Traffic Tickets	822	818	(4)
6 Interest	3,750	3,600	(150)
7 Miscellaneous Revenue	336	483	147
8 Transfers In	9,083	9,140	57
Total Revenues	\$ 79,241	\$ 77,671	\$ (1,570)
EXPENDITURES:			
9 General Government	\$ 15,412	\$ 14,942	\$ 470
10 Public Safety	28,945	27,177	1,768
11 Public Works	7,588	7,460	129
12 Health & Welfare	7,722	7,548	174
13 Culture & Recreation	2,858	2,715	143
14 Economic Development	104	391	(288)
15 General Support	902	656	245
16 Capital Outlay	59	104	(44)
17 Operating Transfers	6,920	7,092	(172)
18 Contingency (Salary Savings)	(938)	10	(948)
Total Expenditures	\$ 69,572	\$ 68,095	\$ 1,477
Revenue Over (Under) Expenditures	\$ 9,669	\$ 9,576	\$ (93)

- 2 Building Permit revenue below budget; Timing with Health License renewals.
- 3 State Aid and Highway Funds below budget.
- 4 Timing with CIP Fee revenue.
- 10 Lower FT labor for Police & Fire.
- 14 Budget error: budget excluded final payment of NDSCS pledge.
- 18 Est salary savings budgeted here; actual salary savings reflected within specific departments.

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

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 45,302	\$ 44,942	\$ (360)
2 Licenses & Permits	4,060	3,239	(821)
3 Intergovernmental Revenue	14,109	13,326	(783)
4 Charges for Services	8,415	7,722	(693)
5 Fines & Traffic Tickets	959	1,052	93
6 Interest	4,375	5,248	873
7 Miscellaneous Revenue	392	636	244
8 Transfers In	10,814	10,879	64
Total Revenues	\$ 88,426	\$ 87,044	\$ (1,383)
EXPENDITURES:			
9 General Government	\$ 17,708	\$ 17,046	\$ 662
10 Public Safety	33,314	31,681	1,633
11 Public Works	8,957	8,496	461
12 Health & Welfare	8,992	8,659	333
13 Culture & Recreation	3,325	3,186	138
14 Economic Development	104	391	(288)
15 General Support	1,001	711	290
16 Capital Outlay	74	106	(32)
17 Operating Transfers	7,284	7,404	(120)
18 Contingency (Salary Savings)	(1,094)	13	(1,107)
Total Expenditures	\$ 79,665	\$ 77,693	\$ 1,972
Revenue Over (Under) Expenditures	\$ 8,761	\$ 9,351	\$ 590

- 1** Franchise Fees running below budget.
- 2** Building Permit revenue below budget; Timing with Health License renewals.
- 3** Highway Funds below budget.
- 4** Timing with CIP Fee revenue.
- 10** Lower FT labor for Police & Fire.
- 14** Budget error: budget excluded final payment of NDSCS pledge.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.



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: Finance Request – Ordinance and Policy Clarifications

DATE: August 13, 2025

Upon general discussion of a Capital Asset Policy which will refer to the Municipal Code, we noted that the Municipal Code language regarding asset sales is outdated. Finance requests authority to work with the City Attorney to draft updated Municipal Code language and/or adjustments to the Capital Asset Policy to reflect current Century Code (allowance for exclusive listing agent) and modern asset sale processes of notice requirements and sale outlets. Updated language will be presented to City Commission for review and approval.

Suggested Motion:

Authorize Finance Director to work with City Attorney to draft updated Municipal Code language and/or adjustments to the Capital Asset Policy to reflect current Century Code and modern asset sale processes.



FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF GARY LORENZ

DATE: 08/18/2025

SUBJECT: EXTENSION OF FMLA FOR FIREFIGHTER

On March 24, 2025, Firefighter Peter Amstrup began FMLA for a non-duty related injury. On June 16, 2025, Firefighter Peter Amstrup exhausted his 12 weeks of FMLA. Based on reports from his physician and the City of Fargo Medical Provider, it is expected that Firefighter Amstrup will be able to return to his duties with the Fire Department following sufficient rehabilitation.

Per City of Fargo policy, Firefighter Amstrup's FMLA was extended by the department head for 30 days on June 16, 2025. He has informed his supervisor that he is not able to return to full duty at this point and will need additional time. The 30-day extension ended on July 17. He has requested that the Fargo City Commission extend his FMLA for 60 additional days. The extension will be applicable through September 16, 2025.

RECOMMENDED MOTION: Approve a 60-day extension of FMLA leave for Firefighter Peter Amstrup.



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 13, 2025

**RE: NOTICE OF GRANT AWARD FROM NDDHHS PUBLIC HEALTH
EMERGENCY PREPAREDNESS (PHEP) – CITY READINESS
INITIATIVE (CRI).**
NO: G25.274 CFDA: 93.069
FUNDS: \$158,000
EXPIRES: 07/01/2025

The attached notice of grant award is for Fargo Cass Public Health to continue their City Readiness operations which includes working on a multiyear preparedness plan, one full scale exercise, and conducting drills.

BUDGET ADJUSTMENT

NONE

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

Suggested Motion:

Move to approve this notice of grant award from NDDHHS.

JF/lis
Attachment

**NOTICE OF GRANT AWARD**NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (05-2025)

Grant Number G25.274	CFDA Name Public Health Emergency Preparedness	CFDA Number 93.069
FAIN Number NU90TU000004	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2025
Grant End Date 6/30/2026	Federal Award Date 6/25/2025	Federal Awarding Agency 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 PHEP – City Readiness Initiative (CRI)	North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611332732
Grantee Name Fargo – Cass Public Health	Project Director Tim Wiedrich, Director
Address 1240 – 25 th Street South	Address 1720 Burlington Drive, Suite A
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Jenn Faul	Contact Name Juli Sickler
Telephone Number 701-241-1380	Telephone Number 701-328-2293
Email Address JFaul@FargoND.gov	Email Address Jsickler@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$158,000	\$0	\$158,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$158,000	\$0	\$158,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted within 30 days of incurring expenses or as required by the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2026, must be received by July 15, 2026. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2026, for the period of July 1, 2025, through December 31, 2025. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2026, for the period of January 1, 2026, through June 30, 2026. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025, to June 30, 2027 [Finance Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 08/13/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Director Health Response and Licensure	
Date	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., Executive Director of Public Health	

ATTEST: _____ Steve Sprague, City Auditor

If attachments are referenced, they must be returned with the signed award.

Fargo – Cass Public Health City Readiness Initiative (CRI)

8. All plans must be available in the Bold Planning system. CRI plans must be reviewed and updated annually.

Please refer to the activities outlined in the attached document titled ***PHEP Notice of Funding Opportunity: Cities Readiness Initiative Supplemental Guidance***. Other activities not included in this Notice of Grant Award must be mutually agreed upon between Fargo Cass Public Health and the North Dakota Department of Health and Human Services Emergency Preparedness and Response Unit Director.

2024-2028 PHEP Notice of Funding Opportunity: Cities Readiness Initiative

Supplemental Guidance

April 2024

Overview

The Cities Readiness Initiative (CRI) advances preparedness and response capability in 72 of the nation's largest population centers where nearly 60% of the U.S. population resides. Established following the World Trade Center and anthrax attacks in 2001, the CRI program continues to support these higher risk jurisdictions to prepare for, respond to, and recover from large-scale public health threats and emergencies.

The metropolitan statistical areas (MSAs) established by the Office of Management and Budget and used by the U.S. Census Bureau serve as the national standard for which communities should be included in the CRI program. This definition not only ensures representation of a good cross-section of urban, suburban, and rural communities in each of the major U.S. population centers, but also provides consistency in the management of the CRI program. All states have at least one MSA that is part of the CRI program.

The 2024-2028 [PHEP notice of funding opportunity \(NOFO\)](#) emphasizes the need for recipients to maintain cross-jurisdictional collaboration and preparedness, response, and recovery partnerships with CRI local planning jurisdictions to ensure readiness for chemical, biological, and radiological/nuclear risks and threats; natural disasters; and other incidents that exceed the scale and scope of any single jurisdiction. Capabilities necessary to rapidly distribute, dispense, and administer medical countermeasures (MCMs) remain a public health preparedness and response priority of the PHEP NOFO, as does incorporation of Response Readiness Framework (RRF) strategies, activities, and associated exercise requirements.

Purpose

The purpose of this document is to provide supplemental considerations to inform PHEP recipients' work with their CRI local planning jurisdictions as outlined in the 2024-2028 PHEP NOFO.

PHEP Programmatic Requirements

The 2024-2028 PHEP NOFO describes how CDC expects recipients to coordinate and work with their CRI local planning jurisdictions when planning, training, and exercising. Following is the summary of these expectations.

- **Funding:** CDC encourages states to make 75% of their total CRI funds available to their CRI local planning jurisdictions within 90 days after the start of the budget period with the understanding that states may use different CRI apportionment strategies based on governance.
- **MCM Planning:** Jurisdictions must maintain the capacity and capability to manage, distribute, dispense, and administer MCMs.
- **Risk Assessments:** Risk assessments must be coordinated with and include all CRI local planning jurisdictions. Recipients have autonomy to organize local planning and how risk assessments are conducted and reported to CDC.
- **Multiyear Integrated Preparedness Plans (MYIPP):** Coordinate MYIPPs with CRI local planning jurisdictions and frontier, rural, and tribal entities as relevant.
- **After-action Reviews (AARs) and Improvement Plans (IPs):** Submit AARs and IPs on behalf of the recipient or CRI local planning jurisdictions at the request of CDC.
- **Risk Communications:** Partner with CRI local planning jurisdictions to conduct media monitoring and communication surveillance activities; develop or update approaches for regular media outreach,



2024-2028 PHEP Notice of Funding Opportunity: Cities Readiness Initiative Supplemental Guidance April 2024

Reporting Considerations

In the new PHEP period of performance, CDC has greatly reduced the reporting burden for CRI local planning jurisdictions. Recipients must ensure that their CRI local planning jurisdictions report directly to them as they meet requirements and expectations, as outlined in the PHEP NOFO. Recipients have autonomy to organize local planning and how their data are reported to CDC.





(29)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 14, 2025

**RE: AGREEMENT BETWEEN FARGO CASS PUBLIC HEALTH AND
ACHIEVEIT ONLINE, LLC FOR STRATEGIC PLANNING
DASHBOARD INTERFACE AGREEMENT.
NO: RFP 25146
FUNDS: \$70,000
EXPIRES: AUGUST 17, 2028**

A Request for Proposal (RFP) for a strategic planning consultant and public information dashboard for Fargo Cass Public Health was posted on April 23, 2025, and awarded to AchieveIt Online, LLC on July 7, 2025. City Attorney Ian McLean has reviewed the contract which is now being submitted for your approval.

BUDGET ADJUSTMENT

NONE

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

Suggested Motion:

Move to approve this agreement with AchieveIt Online, LLC.

JF/lls
Attachment



ACHIEVEIT

SALES ORDER

PREPARED FOR

Fargo Cass Public Health

Sales Order **Fargo Cass Public Health**

CUSTOMER NOTICE ADDRESS

Jennifer Faul
1240 25th St S
Fargo, North Dakota 58103

CUSTOMER BILLING INFORMATION

1240 25th St S
Fargo, North Dakota
58103

Billing Contact: Teresa Steiner

Billing Email: HealthSub@FargoND.gov

Billing Phone: 701.241.1362

This Sales Order ("Order") details products and services to be provided for Fargo Cass Public Health ("Customer") located at the Customer Billing address above, by Achieveit Online, LLC. ("Achieveit"), collectively known as the "Parties". Except as expressly stated in this Order, all products and services included in this Order are subject to the attached Achieveit Terms & Conditions ("Agreement"), executed between the Parties as of the date signed by the Customer below.

1. Term

This Order is effective upon the date of the last signature below (the 'Effective Date'). The initial term of this Order shall be three (3) years commencing upon the Effective Date with an option to renew.

2. Services and Fees

All fees associated with this Sales Order shall be invoiced in accordance with the schedule below and payment terms shall be in accordance with the Agreement.

YEAR 1

NAME	TYPE	QTY	PRICE	TOTAL
Implementation + Onsite Launch*	One-Time	1	\$0	\$0
Implementation services including onsite kickoff day and trainings				
Pro Plan - Full Access User License	Annual	20	\$1,500	\$30,000
Any user with Full Access permissions to the AchieveIt 'Pro' platform				
Pro Plan - Software & Support	Annual	1	\$0	\$0
Includes the AchieveIt platform 'Pro Plan' features and services				
TOTAL				\$30,000

***Implementation + Onsite Launch** includes all implementation services to launch the AchieveIt platform, including onsite kickoff day with Joe Krause & Kickoff phone call. More details of services can be found on pages 6-7 in the Scope of Work, and page 8 in the Implementation Overview.

YEAR 2

NAME	TYPE	QTY	PRICE	TOTAL
Pro Plan - Full Access User License	Annual	20	\$1,500	\$30,000
Any user with Full Access permissions to the AchieveIt 'Pro' platform				
Pro Plan - Software & Support	Annual	1	\$0	\$0
Includes the AchieveIt platform 'Pro Plan' features and services				
Pre-Payment Discount				-\$10,000
TOTAL				\$20,000

YEAR 3

NAME	TYPE	QTY	PRICE	TOTAL
Pro Plan - Full Access User License	Annual	20	\$1,500	\$30,000
Any user with Full Access permissions to the AchieveIt 'Pro' platform				
Pro Plan - Software & Support	Annual	1	\$0	\$0
Includes the AchieveIt platform 'Pro Plan' features and services				
Pre-Payment Discount				-\$10,000
TOTAL				\$20,000

The number of Users is as specified above. Each User is required to have a distinct user identification and password to the service. See more detailed usage rules in the Agreement. *Additional Users require additional license fees at current price list.*

The terms and pricing provided herein are confidential and proprietary information of AchieveIt. Amounts stated on this Order exclude any applicable taxes, duties, shipping or other third-party fees and/or taxes. Any taxes or fees due will be calculated and specified on the applicable invoice.

3. Summary Payment Schedule

All fees associated with this Sales Order shall be invoiced in accordance with the schedule below and payment terms shall be in accordance with the Agreement.

Service Period	Invoice Amount	Schedule
Year 1 – Year 3	\$70,000	Upon Order Execution

4. Customer Invoice Processing Requirements

Should Customer's internal purchasing process require the use of a portal and / or a purchase order (PO) number for invoice payment processing, Customer will provide the appropriate information below or within three

(3) business days of date of Order Execution. Customer acknowledges that such requirements are to accommodate Customer's internal process only and do not add to / change the terms and conditions in the Agreement between Achievelt and Customer.

Please complete for Achievelt Billing:

Do you require a PO for Invoice processing? Yes

In Witness Whereof, the Parties hereto have caused this Sales Order to be approved by their duly authorized representatives as of the date(s) indicated below.

Achieveit Online, LLC

Fargo Cass Public Health

By: Jonathan Morgan

By: Jenn Faul

Title: VP of Revenue Operations

Title: Director of Public Health

Date: 8/14/2025

Date: 08/13/2025

Signature: 
Jonathan Morgan (Aug 14, 2025 09:00:13 MDT)

Signature: 
City of Fargo

By: Timothy J. Mahoney

Title: Mayor, City of Fargo

Date:

Signature:

ATTEST Signature:

Name and Title: Steve Sprague, City Auditor

Scope of Work – Achievelt Pro Plan

This Scope of Work (SOW) for the Achievelt Pro Plan outlines the deliverables for the implementation and ongoing support of the Achievelt platform. This will serve as our foundational agreement to ensure alignment regarding implementation requirements and ongoing expectations.

Your Achievelt Team:

- **Customer Success Manager:** Primary point of contact leading the ongoing relationship including status calls, training, report and dashboard setup, and technical support.
- **Strategy Consultant:** Expert in strategy execution best practices, leading plan readiness, implementation workshops, and providing additional guidance as needed.
- **Account Executive:** Responsible for facilitating future growth and addressing any contract-related queries.

Deliverables:

1. Software Capabilities

- Achievelt Software Platform
- Unlimited plans & projects
- Custom Statuses
- Single Sign-On (SSO)
- Integrations

2. Implementation Services

- Implementation planning calls
- 10 Plan loads
- Data Migration
- User Training & Certification
- Onsite Kickoff & Training Day
- Execution Fundamentals Workshop
- Initial Plan Readiness Service – Either Plan Optimization or Plan Facilitation, as determined by the customer and Strategy Consultant

3. Ongoing Support:

- Designated Customer Success Manager
- Strategy Consultant
- Bi-Weekly Status Calls
- Annual Refresher Trainings
- Semi-Annual Dashboard Creation & Optimization
- Monthly Strategy Calls
- Semi-annual Business Review
- Working Sessions

Definitions

Enhanced Software Capabilities:

- **Custom Statuses** – Ability to customize the color and name of the standard Achieveit statuses to match your organization's needs.
- **Single Sign-On (SSO)** – Achieveit Single Sign-On enables your users to securely log in to Achieveit with their company credentials.
- **Integrations** – Achieveit's Data Integration API allows you to import key business metric data from existing systems into your Achieveit instance.

Implementation Services:

- **Plan load** – the initial build of your existing or new plans in the Achieveit system.
- **Data Migration** – initial load of your historical data into Achieveit so you can continue to track your most important metrics and initiatives without missing a beat.
- **User Training & Certification** – training for your users, customized to how they will be utilizing the system. Includes trainings for both full administrators and those providing updates.
- **Execution Fundamentals Workshop** – live workshop that focuses on planning and execution best practices.
- **Plan Optimization** – workshop led by an Achieveit Strategy Consultant to optimize your plan based on execution best practices. The session is typically conducted onsite and takes approximately 3 – 6 hours. With your plan loaded in Achieveit, your Strategy Consultant will:
 - Share best practices around the 5 key elements every plan should have.
 - Highlight gaps that may exist in your plan and help you fill them in.
 - Identify all areas of the plan that may need adjustment.
 - Work line-by-line with you to help create a complete and highly executable plan.
- **Plan Facilitation** – workshop led by an Achieveit Strategy Consultant to facilitate the creation of a plan. Plan Facilitation is our most comprehensive service and is designed for customers who might only have

the top level of their plan developed (Areas of Focus, Pillars, etc.). The Strategy Consultant will work closely with you and your team to help create a fully executable strategic plan. While facilitating the creation of the plan, the Strategy Consultant will also work with you to create Goals, KPIs, Initiatives, and Milestones. Depending on the specific scope, the facilitation takes between 1–2 days and is conducted onsite.

Ongoing Support:

- **Status Call** – discussion around product updates, best practices, and ongoing support post implementation.
- **Refresher Training** – training for your user groups to ensure long term adoption.
- **Dashboard Creation & Optimization** – your CSM will work with you to create and optimize dashboards that enable important insights for you and your team.
- **Strategy Call** – discussion around observations and recommendations on current and future strategies to ensure you are getting the most out of the system.
- **Business Review** – a review of your adoption, AchieveIt usage, and best practices to advise how to more effectively execute your strategies.
- **Working Session** – Sessions with your AchieveIt account team to work collaboratively on finalizing plans and reports to ensure you are getting all that you need.

This Scope of Work is mutually acknowledged and approved by both parties upon signature of the sales order. Any alterations to the scope will be documented through a formal change request process.

The Achievelt Approach – Implementation Overview

At Achievelt, we understand that effective planning and execution requires more than just good software. We offer a unique approach to partnering with our customers, enhancing existing processes and plans in a way that aligns with your organization.

Your success is our priority, and our refined approach ensures a smooth implementation with tangible results. Through close collaboration, we develop a customized Success Plan to keep us focused on achieving your goals.

Engagement Plan

When we begin a partnership, we're committed to your success for the duration of our agreement, not just implementation. At a strategic level, our engagement with customers involves three key phases:

01	02	03
Implementation • Account setup & plan build(s) • All users complete training • Go live with plan(s)	Adoption • Track adoption with key metrics • Explore additional use cases • Continual engagement	Optimization • Review plan progress • Complete a retrospective • Optimize plans & processes

Implementation Plan

To ensure smooth onboarding and your success, we provide designated resources to your team:

- **Customer Success Manager (CSM):** Primary contact who helps define goals, provides comprehensive training, and assists with plan loading. They schedule regular meetings to maximize value and adoption.
- **Strategy Consultant:** Individual to help optimize your organization's plans and processes. They conduct initial training, collaborate with your leadership team, and ensure ongoing plan optimization.
- **Achievelt Product Support:** Our help desk offers technical assistance beyond the CSM's scope.

We prioritize equipping you with the necessary resources for long-term success. With a dedicated CSM, Strategy Consultant, and product support, we ensure a seamless onboarding process and ongoing plan and process optimization.

The provided timeline below offers a good overview of key milestones in implementation. We will tailor a specific timeline to meet your organization's specific needs and goals.





Term & Conditions

Achievelt Online, LLC ("Achievelt") and Fargo Cass Public Health ("Customer") enter into the terms and conditions set forth below ("Terms") as of the 18th day of August, 2025, regarding the products and services identified on any sales order ("Sales Order"). The Terms and the Sales Order are hereby collectively referred to as the "Agreement". In consideration of the premises and of the mutual covenants and obligations hereafter set forth, the parties agree as set forth below.

PLEASE READ THESE SUBSCRIPTION TERMS CAREFULLY AND PRINT A COPY FOR CLIENT'S RECORDS.

1. **SERVICES:** Achievelt agrees to provide the services set forth on the Sales Order to Customer, which Services may include Achievelt's proprietary software that is described on the Sales Order that is made available by Achievelt online via a URL as well as implementation, consulting or support services (the "Services") solely for Customer's own internal business purposes subject to the terms of this Agreement. All rights not expressly granted to Customer are reserved by Achievelt and its licensors. The Services may be utilized by the number of Users set forth on a Sales Order. "Users" means a designated individual that cannot be shared by more than one individual but can be transferred or reassigned to a new designated individual replacing a former individual no longer using the Services.
2. **RESTRICTIONS; OWNERSHIP:** Customer is permitted to store, manipulate, analyze, reformat, print, and display the content, data and information included as part of the Services ("Content") only for Customer's internal business use. Unauthorized use, resale, or commercial exploitation of the Services or the Content in any way is expressly prohibited. Customer agrees not to reverse engineer the Services or Content or access the Services or Content in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Services, or (iii) copy any ideas, features, functions, or graphics of the Services or Content. Customer shall not copy, license, sell, transfer, make available, distribute, or assign the Services, this Agreement or the Content to any third-party. Customer shall not create Internet "links" to the Services or "frame" or "mirror" any Content contained on, or accessible from, the Services on any other server or Internet-based device. Achievelt alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to the Services, Content, and any suggestions, ideas, enhancement requests, feedback, or other information provided by Customer relating to the Services or the Content. The Achievelt name and logo are trademarks of Achievelt, and no right or license is granted to use them.
3. **FEES; EXPENSES; LATE PAYMENT; BILLING:** The usage fees, as well as any other up-front fee, are detailed on the Sales Order, exclusive of all taxes and begin on the date of Customer's acceptance of this Agreement. Reasonable and necessary out-of-pocket expenses associated with the delivery of on-site services, if any, including transportation to/from airports, to/from Customer's locations (such as taxis, trains, rental

cars, and air travel costs), business meals, and hotel expenses will be invoiced monthly in arrears. Payment is due within 30 days after the date of the invoice. Achievelt charges and collects in advance for the use of the Services, payable annually by check or credit card. Customer will be invoiced and billed upon each renewal of the Agreement. Payments shall be made in US dollars and are non-cancelable and non-refundable. Any amounts not paid by the due date will be subject to a late fee equal to one and one-half (1.5%) percent per month, or the maximum amount allowed by law if less. Customer will be liable for all costs of collection of undisputed overdue amounts including, without limitation, all court costs and attorneys' fees Achievelt incurs.

4. **TERM; TERMINATION:** Unless earlier terminated as set forth below, the term of this Agreement shall continue for the "Initial Term" set forth on the Sales Order. Achievelt may increase the fees for such renewal terms upon prior written notice to Customer. Either party may terminate this Agreement by providing 30 days' written notice upon the material breach of this Agreement by the other party if such breach or violation is not cured during such notice period. In the event of such a termination, Achievelt shall not be liable to Customer nor any third-party for any termination of Customer's account or access to the Services. Upon expiration or termination of the Agreement, all rights to access or use the Services terminate, and, so long as Customer is not in breach of this Agreement, Achievelt will make available to Customer a file of the Customer Data within 30 days of termination notice if Customer so requests. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement shall survive the termination or expiration of this Agreement.
5. **PRIVACY; SECURITY:** The privacy policy applicable to the Services can be found online at www.Achievelt.com and is hereby incorporated into this Agreement by reference. Achievelt reserves the right to modify this privacy policy in its reasonable discretion from time to time. Achievelt shall use reasonable measures available to protect the security of Customer's data, including data encryption and virus protection, but does not warrant or guarantee that the Services are free from the vulnerability of Internet attacks.
6. **CONFIDENTIAL INFORMATION:** Each party may disclose to the other party certain Trade Secrets and Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. For purposes of this Agreement, "Trade Secrets" means information that is a trade secret under law; "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential; "Proprietary Information" means Trade Secrets and Confidential Information; the "Disclosing Party" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees, providers or agents. Recipient agrees to hold the Proprietary Information disclosed by Disclosing Party in confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Disclosing Party to any third party, or utilize the Proprietary Information disclosed by Disclosing Party for any purpose whatsoever other than as expressly contemplated by this Agreement. Customer acknowledges that the Services and Content are the Proprietary Information of Achievelt or its licensors and other providers. The obligations in this Section shall continue for so long as such information constitutes Proprietary

Information. The foregoing obligations shall not apply if and to the extent that Recipient establishes that the information communicated was publicly known at the time of Recipient's receipt or has become publicly known other than by a breach of this Agreement. Customer acknowledges and agrees that Achievelt may have to provide Customer's Proprietary Information or other data or information if Achievelt or its licensors or providers are ordered by an administrative agency or other governmental body of competent jurisdiction to disclose such information.

7. **NO BUSINESS ASSOCIATE RELATIONSHIP:** Customer represents and warrants that it will not provide Achievelt with any Protected Health Information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act and regulations promulgated thereunder ("HIPAA"). Because Achievelt does not receive or process any PHI in the normal course of business in providing the Services to Customer or any of Achievelt's customers generally, Achievelt is not a Business Associate under HIPAA. Customer will indemnify and hold Achievelt harmless from and against any and all losses arising out of Customer's failure to comply with the warranty in this Section 7.
8. **ACCOUNT INFORMATION AND DATA:** All data submitted by Customer to Achievelt ("Customer Data"), whether posted by Customer or by third parties, shall remain the sole property of Customer or such third parties, as applicable, unless specifically notified in advance. Customer grants to Achievelt the non-exclusive, worldwide, right to use, copy, store, transmit and display Customer Data solely to the extent necessary to provide the Services. Customer, not Achievelt, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data, and Achievelt shall not be responsible or liable for any action taken by the Customer that results in the deletion, correction, destruction, damage, loss, or failure to store any data.
9. **USER MANAGEMENT:** Users will be required to use login information to access the Services and comply with this Agreement. Customer will manage and administer the login information for its designated Users. Customer is responsible for all uses of the login information and all actions of any individual using login information, including without limitation any breach by Customer or Users of the terms and conditions of this Agreement. Customer will: (1) protect the confidentiality of all login information, and (2) notify Achievelt of any breach of the confidentiality of any login information. Customer will not provide login information to any person that is not authorized to access and use the Services.
10. **MUTUAL INDEMNIFICATION:** Each party shall indemnify and hold the other party, its licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that use of the Customer Data (in the case of Customer as the indemnifying party) or use of the Services (in the case of Achievelt as the indemnifying party) infringes the rights of, or has caused harm to, a third party; provided that the indemnified party (i) gives written notice of the claim promptly to the indemnifying party (ii) gives the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability and such settlement does not affect the indemnified party's business); (iii) provides to the indemnifying party all available information and assistance; and (iv) has not compromised or settled such claim. Achievelt shall have no indemnification obligation, and Customer shall indemnify Achievelt

pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Services with any of Customer's products, service, hardware, or business process(s).

11. **WARRANTY; DISCLAIMER OF WARRANTIES:** Achieveit warrants that the Services will perform substantially in accordance with its existing user guides with a minimum of 98% uptime availability (except for regularly scheduled and emergency maintenance). Customer's sole remedy and Achieveit's sole liability for any failure of the Services to conform with the foregoing warranty is to use commercially reasonable efforts to cure such failure. EXCEPT FOR THE FOREGOING WARRANTY, ACHIEVEIT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, INTERNET AVAILABILITY, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT; ACHIEVEIT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES OR CONTENT OR ANY INFORMATION PROVIDED BY ACHIEVEIT WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS, OR DEFECTS WILL BE CORRECTED, OR (E) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER UNDERSTANDS THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS PARAGRAPH, THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS; AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ACHIEVEIT AND ITS LICENSORS. The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Achieveit is not responsible for and delays, delivery failures, or other damage resulting from such problems.
12. **LIMITATION OF LIABILITY:** EXCEPT ARISING OUT OF A BREACH OF SECTION 2, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT ARISING OUT OF A BREACH OF SECTION 2, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **ADDITIONAL RIGHTS:** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.
14. **GENERAL:** Customer agrees to provide Achieveit with complete and accurate billing and contact information on the Sales Order. Customer agrees to update this information within 30 days of any change to it. Customer grants Achieveit the right to use the Customer's name and logo in Achieveit promotional and advertising material. This Agreement shall be governed by Georgia law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any disputes, actions, claims, or causes of

action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Atlanta, Georgia. No text or information set forth on any other purchase order, preprinted form, or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and AchieveIt as a result of this agreement or use of the Services. The failure of AchieveIt to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by AchieveIt in writing. This Agreement comprises the entire agreement between Customer and AchieveIt and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein or to existing services or licenses that were previously purchased by Customer from AchieveIt, including without limitation the terms of request for proposal or AchieveIt's response thereto or any agreement between the parties for existing services. Customer will not assign or transfer this Agreement, by operation of law or change in control or otherwise, without AchieveIt's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Notwithstanding anything set forth herein to the contrary, AchieveIt may modify or update these Terms by providing electronic notice to Customer. A Sales Order may be executed in any number or counterparts, each of which shall be deemed a part of the same original.

15. NOTICES: All notices or other communications which may be required by either party to the other party pursuant to this Agreement shall be in writing and shall be hand delivered (including delivery by courier so long as a receipt or confirmation of delivery is obtained), sent by recognized overnight delivery service (such as FedEx® or UPS®), or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid. Customer's initial notice address is the billing address set forth in the Sales Order. AchieveIt's notice address is as follows:

Chief Executive Officer
AchieveIt Online, LLC
6595 Roswell Rd, Suite G2155
Atlanta, GA 30328

Each notice which shall be mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee, or at such time as delivery is refused by the addressee upon presentation; provided, however, that notices sent by mail shall be deemed received on the third business day following the date such notice is deposited in the mail.

AchieveIt Sales Order for Fargo Cass Public Health Department

Final Audit Report

2025-08-14

Created:	2025-08-14
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4QGv0Oo1i-Cq-szfKlr2aux9NZFs8twJ

"AchieveIt Sales Order for Fargo Cass Public Health Department" History

-  Document created by Lori Sall (lsall@FargoND.gov)
2025-08-14 - 2:30:06 PM GMT
-  Document emailed to Jonathan Morgan (jmorgan@achieveit.com) for signature
2025-08-14 - 2:30:22 PM GMT
-  Email viewed by Jonathan Morgan (jmorgan@achieveit.com)
2025-08-14 - 2:58:46 PM GMT
-  Document e-signed by Jonathan Morgan (jmorgan@achieveit.com)
Signature Date: 2025-08-14 - 3:00:13 PM GMT - Time Source: server
-  Agreement completed.
2025-08-14 - 3:00:13 PM GMT

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) indicated below.

Achieveit Online, LLC

Fargo Cass Public Health

By: Jonathan Morgan

By: Jenn Faul

Title: VP of Revenue Operations

Title: Director of Public Health

Date: 8/14/2025

Date: 08/13/2025

Signature: 
Jonathan Morgan (Aug 14, 2025 09:00:41 MDT)

Signature: 

City of Fargo

By: Timothy J. Mahoney

Title: Mayor, City of Fargo

Date:

Signature:

ATTEST Signature:

Name and Title: Steve Sprague, City Auditor

second signature page

Final Audit Report

2025-08-14

Created:	2025-08-14
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABoORbrg9eJQQSmYIJ74J0EAOZ1DEe3Pp

"second signature page" History

-  Document created by Lori Sall (lsall@FargoND.gov)
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2025-08-14 - 2:32:55 PM GMT
-  Email viewed by Jonathan Morgan (jmorgan@achieveit.com)
2025-08-14 - 3:00:20 PM GMT
-  Document e-signed by Jonathan Morgan (jmorgan@achieveit.com)
Signature Date: 2025-08-14 - 3:00:41 PM GMT - Time Source: server
-  Agreement completed.
2025-08-14 - 3:00:41 PM GMT



30

Memorandum

DATE: August 18, 2025
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building Notice and Order at 1202-1204 1 Ave. S. and 103, 105, 105 ½
12th St. S, Fargo, ND

The property owner of 1202-1204 1 Ave. S. and 103, 105, 105 ½ 12th St. S, Fargo ND 58103 Hui Lu and Sufen Mo have failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-04, to set 5:05 pm Tuesday, September 2, 2025 as the time and date for the hearing regarding the dangerous building order for the structure at 1202-1204 1 Ave. S. and 103, 105, 105 ½ 12th St. S, Fargo ND 58103.**



FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: City Commissioners

From: Chief David B. Zibolski

Date: August 14, 2025

RE: Approval of Memorandum of Understanding with Scheels (Remote Work Station)

Dear City Commissioners,

Purpose:

The purpose of this memo is to seek City Commission approval for a Memorandum of Understanding (MOU) between Scheels All Sports, Inc. and the Fargo Police Department (FPD) to establish a *Remote Work Station* within the Fargo Scheels location at 1551 45th Street South.

Background:

As Fargo's population and geographic footprint continues to expand, particularly in the southern sectors of the city, the Fargo Police Department has been exploring operational solutions to maintain efficient response times and officer presence in these rapidly growing areas. The need for a functional space where officers can remain in their assigned beats while completing reports, taking breaks, and addressing basic needs, has become increasingly critical.

Historically, the FPD utilized the West Acres station as a satellite location to support this need. However, due to the Fire Department's expansion and remodel at that location, the Police Department lost access to that space with no ability to be incorporated into the new design.

Remote Work Station vs. Sub-Station:

It is important to differentiate between a Remote Work Station and a fully functional Sub-Station:

A Remote Work Station serves as a secure, temporary-use space for officers to write reports, eat meals, and use restroom facilities without leaving their assigned patrol areas. It is a pragmatic, stop-gap solution to enhance operational efficiency but lacks infrastructure for evidence storage, booking, interview rooms, or administrative operations.

A Sub-Station, in contrast, is a fully equipped satellite facility designed to support all aspects of police operations, including property storage, evidence handling, booking, and investigative functions.

The proposed *Remote Work Station* at Scheels does ****not**** meet the functional definition of a Sub-Station. However, it represents an innovative, cost-effective way to mitigate some of the operational gaps left by the loss of the West Acres station while the department continues to evaluate long-term sub-station needs in the southern parts of Fargo.

Cost-Effective Partnership:

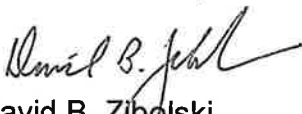
Through the generosity and collaboration of Scheels, this Remote Work Station will be established ****without any direct cost to the City for facility space****. Scheels has graciously offered the designated space within their existing facility, and the Fargo Police Department will provide the necessary resources to outfit the space for operational use. This partnership reflects FPD's commitment to finding fiscally responsible solutions in challenging budget environments.

While this solution does not directly address the long-term needs of policing Fargo's southernmost developments, it serves as an immediate and strategic operational enhancement that will increase officer visibility and reduce response times in critical patrol areas.

Recommendation:

It is recommended that the City Commission approve the Memorandum of Understanding between Scheels All Sports, Inc. and the Fargo Police Department for the establishment and use of a Remote Work Station within the Fargo Scheels facility.

Sincerely,


David B. Zibolski
Chief of Police

COPY

MEMORANDUM OF UNDERSTANDING

Scheels All Sports, Inc. (Scheels)
and
The Fargo Police Department (FPD)

COPY

Purpose:

This Memorandum of Understanding (MOU) sets forth the terms and conditions under which Scheels will provide designated space at the Fargo Scheels location, 1551 45th ST S, for use by the Fargo Police Department (FPD) as a remote work station to support law enforcement operations and community engagement.

Scope of Use

Scheels agrees to make available a designated remote work station space within its Fargo retail facility for the exclusive use of the Fargo Police Department. The purpose of this space is to allow FPD officers to complete reports, take breaks, and remain embedded in the community they serve.

Access and Hours of Operation

1. FPD will be granted 24-hour access to the remote work station area.
2. Access to the retail area of Scheels outside of normal business hours is strictly prohibited, except in the event of a legitimate emergency.
3. The access point between the remote work station area and the Scheels retail area will remain secured. Instructions on how to contact a Scheels Team Leader will be posted at this access point should FPD need to gain access.

Key Fob Access Control

1. FPD will provide Scheels with a master list of assigned key fobs. Each fob will be assigned to a squad car, not to individual officers.
2. The FPD Quartermaster and Scheels will maintain and update the fob assignment list.
3. In the event a fob is lost, stolen, or otherwise compromised, FPD will notify Scheels immediately and deactivate the fob.

Officer Conduct and “Coding Out” Protocols

1. Any FPD officer using the remote work station entrance into the Scheels retail side is required to “code out” by notifying a Scheels Team Leader, per internal security procedures. This process will be posted at the access point.
2. Officers entering through the main customer entrance are not required to code out.

Cleaning and Maintenance

Scheels agrees to have its cleaning service maintain the remote work station work area and restrooms as part of their normal facility maintenance operations.

Emergency Situations and Incident Response

1. FPD officers using the remote work station are not expected to respond to Scheels specific emergencies.
2. In the event of a volatile or emergent situation occurring within the Scheels retail area, Scheels employees will contact FPD by calling 911 or reaching dispatch directly. If Fargo Police officers are present in the remote work station at the time the incident is reported, they will notify dispatch via radio and respond as appropriate based on the nature of the situation.

Damage to City Property

The Fargo Police Department shall be responsible for maintaining and securing any City owned property located within the remote work station. In the event of damage to, or loss of, City property while located within the facility, the Fargo Police Department will investigate the circumstances and determine responsibility. Scheels shall not be held liable for accidental damage, theft, or loss of City property unless such damage or loss is found to be the direct result of willful misconduct or gross negligence by Scheels employees or agents. Any claims for damage or loss will be addressed in accordance with applicable laws and City policies.

Monitoring and Review

To support communication and ensure the ongoing success of the partnership:
A Scheels Store Leader and an Executive Staff member of the Fargo Police Department will meet bi-monthly to review the remote work station’s use, address any issues, and strengthen collaboration.

Term and Termination

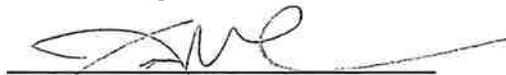
This MOU shall remain in effect for a period of three (3) years from the date of final signature, unless terminated earlier by either party. Either party may terminate this MOU at any time by providing thirty (30) days written notice to the other party. Upon mutual agreement, this MOU may be extended beyond the initial term. Any amendments or modifications must be made in writing and signed by both parties.

Liability and Indemnification

This MOU does not create a legal partnership or joint venture. Each party shall be responsible for its own acts and omissions, and neither party shall be liable for any claims, demands, losses, or liabilities incurred by the other party arising out of the performance of this MOU.

Signatures

Scheels All Sports, Inc.



Name: Jason Mack

Title: Store Leader

Date:

COPY

City of Fargo

Name: Dr. Timothy Mahoney

Title: Mayor

Date:

City of Fargo Attest:

Name: Steve Sprague

Title: City Auditor

Date:



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

Date: August 14, 2025

RE: Fargo Police Department Request to Use Seized Asset Forfeiture Funds

Dear City Commissioners,

We are seeking the City Commission's approval to go forward with a request for Detective Justin Valenti to attend the National Forensic Academy Training using the funds from our seized assets account in 2025.

Attached you will find a copy of the funding request memo and course information. As described in the course information the training offered is a 10-week program offering elite training in forensic science and crime scene investigation hosted by the University of Tennessee's Law Enforcement Innovation Center for the Spring of 2026. This training opportunity is vital for the Department as we anticipate losing our current trained personnel to promotion and future retirement.

Cost Breakdown

NFA Tuition, Travel, Lodging, and Supplies	\$16,980.00
IAI Certification Books (3 titles)	\$341.22
IAI Annual Membership Fee	\$95.00
IAI Certification Application Fee	\$300.00
Total	\$17,716.22

Recommendation

Allow the Fargo Police Department to use seized assets totaling \$17,716.22 for Detective Valenti's to attend the 10-week National Forensic Academy Training.

Sincerely,

A handwritten signature in black ink, appearing to read "David B. Zibolski".

David B. Zibolski
Chief of Police



FARGO POLICE DEPARTMENT

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

MEMORANDUM

COPY

To: Captain Bill Ahlfeldt

From: Sergeant Paul Simonson

Date: 07/22/2025

RE : Funding the Nation Forensic Academy Training for Det. Justin Valenti

The purpose of this memo is to start the process of seeking JAG grant money or seized asset money to fund training at the Nation Forensic Academy for Det. Justin Valenti.

Attached is the original proposal Det. Justin Valenti completed to attend the National Forensic Academy, initially submitted with the intent to seek funding from the Fargo Police Foundation. That funding request was declined. Following that, the Chief recommended we explore using JAG Grant or seized asset funds as alternative funding sources for this training opportunity.

See attachment completed by Det. Justin Valenti on June 24th, 2025.

Reviewer Comments

Nieman, Nate (370)

This would be a great course for Det. Valenti to attend. With the upcoming promotional processes, we will most likely lose a senior detective from the AVC Unit, making it imperative that Det. Valenti receives this training.

Det. Bernier is the only other detective with comparable training, and given his eligibility for retirement, it's even more critical that we develop another experienced detective in this area—for the benefit of both our unit and the department as a whole.

I agree that we should use either seized assets or JAG funds to cover the cost of this training.

Ahlfeldt, William (220)

-I concur with the request, and feel that it would be very beneficial training for Det. Valenti and other adult violent crime detectives to have in the future

-For executive discussion on which funding source to possibly use.

Stefonowicz, Travis (232)

Reviewed - Exec Discussion

Hannig, Troy (325)

Reviewed - Exec Discussion on 8/7/25, use of Asset Forfeiture is approved and will be agendized for the 8/18/25 Commission meeting. We expect to lose current trained personnel to promotion and future retirement, making this a priority training opportunity.

CC: A/C

Lt. Nieman--Please provide course info to Kelsey so she can attach

Sgt. Simonson

PD file

COPI

Target Audience: Law Enforcement, Investigator or Crime Scene Technician

The National Forensic Academy (NFA) is an intensive 10-week training program designed to meet the needs of law enforcement agencies in evidence identification, collection, and preservation. The NFA is offered in-residence, utilizing curriculum developed by leading forensic practitioners from across the United States. Participants will be challenged in the various disciplines through classroom instruction, lab activities, and field practicums in the specialized courses. Academy participants will complete written and in-class competency exams to demonstrate mastery of the subject areas. The goal of the Academy is to prepare the crime scene investigator to recognize key elements and to improve the process of evidence recovery and submission.

TN POST Certified, Diploma 400 hours of coursework, Bloodstain Pattern Analysis 40-hour certificate, Shooting Incident Reconstruction 40-hour certificate, NFA is recognized by the IAI as providing the necessary training required for crime scene certification. In addition, LEIC now offers Crime Scene Certification as an alternative to IAI certification.

Curriculum

There are 400 hours of training per session; 170 hours of in-class work; and 230 hours of field practicum. During the course of the 10 weeks, students will be responsible for several educational objectives including, quizzes, tests, case files, research papers, and various other hands-on experiences. At the end of the course, students can expect to complete a written post test as well as complete their online portfolio with all demonstrated work submitted into Google Classroom.

Modules

- | | |
|--|--|
| <ul style="list-style-type: none"> • Bloodstain Pattern Analysis • Bombs, Booby Traps and Threats at the Scene • Crime Scene Management • Computer Sketching and Mapping, and Total Station • Courtroom Testimony • Criminal Investigative Analysis • DNA • Firearms and Toolmark Identification • Footwear and Tire Impressions • Forensic Fire Investigation • Latent Fingerprint Processing • Photography (Digital and Videotaping) • Post-blast Investigation • Postmortem Fingerprinting • Serial Number Restoration | <ul style="list-style-type: none"> • Shooting Incident Reconstruction • Trace Evidence • Death Investigation • Autopsy • Bone Trauma • Burned Bone • Child Fatality • Manners of Death • Time Since Death • Wound Pattern Interpretation • Forensic Anthropology • Bone Scatter Search • Forensic Entomology • Forensic Odontology • Forensic Osteology • Human Remains Recovery |
|--|--|

COPY

Admissions

In order to be considered for admission, candidates must be employed by a law enforcement agency.

With limited capacity for each session, admission to the NFA is highly competitive, and there is a waiting list of applicants for future sessions. A recommendation letter from a Chief, Sheriff, or Agency Head is required to be considered for admission to the Academy. Applications will be screened and a pool of candidates selected for each session of the Academy. Participants are required to remain in-residence in Knoxville for the full 10 weeks. Classes are not generally offered on weekends, and thus, participants are free to go home on the weekends if they so choose.

If you are interested in a particular session, please contact **Tim Schade at 865-946-3236** or **Jason Jones at 865-946-3235** to confirm availability for the session. Once you are confirmed to have a spot in an upcoming session you are to complete an NFA application and submit. Once the selection committee has screened applicants, you will be informed if you have been selected. Once selected, you will receive an acceptance packet via email.

Each participant is expected to be:

- An investigator or crime scene technician, employed by a LE department.
- Computer literate
- Able to participate in group activities
- Prepared to work outdoors in the elements and with human cadavers.

Classes are normally held beginning in:

- January – March
- April – June
- September – November

Each listed rate is PER PERSON and includes housing for non-commuters. Commuters who will travel from home to class each day have a different rate listed.

Commuter Rate: \$8,500

Non-Commuter Rate: \$12,000

The above rates cover all those employed in the United States of America only. All rates are subject to change without notice. Until you have received confirmation of your enrollment, fees may be subject to change. For International participant rates contact tim.schade@tennessee.edu or jason.jones@tennessee.edu for additional details.

All of these prices include course fees, curriculum, housing (excluding commuters), equipment usage, and uniform shirts. During the 10 weeks at the NFA, students are housed in fully furnished luxury apartments 10-15 minutes away from our location with full kitchens, washer and dryers, cable TV, internet, and various other amenities.

Transportation to our location and meals are not covered in the cost, and it is highly recommended that participants have a vehicle during the 10-week Academy, due to various off-site training exercises.

Until you have received confirmation of your enrollment, fees may be subject to change.

For more information, contact our office at 865-946-3201 or leic@tennessee.edu.

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August 18, 2025

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

RE: Change Order No. 1 for GTC Deck Overlay Project

Dear Commissioners:

This memorandum is to inform the City Commission of Change Order No. 1 for the GTC Deck Overlay project with Industrial Builders, Inc., as prepared by KU Engineering LLC.

Change Order Details

- Contractor: Industrial Builders, Inc.
- Original Contract Amount: \$1,026,995.00
- Change Order Amount: \$0.00 (No change to total contract value)

Reason for Change Order

1. Contract Clarifications – Article 7 of the contract has been updated to:
 - Supplement specifications to include those outlined in the project manual table of contents and allow for amendment under future change orders.
 - Add Exhibit “k” – Section C300 Federal Provisions.
2. Unforeseen Conditions – After the project was bid, a broken tendon was discovered along Grid 9 of the facility.
 - Exploratory work and necessary repairs are outlined in Proposal Request #1.
 - This work will be funded under the Owner Contingency Allowance.
 - Cost of Repairs: \$15,805.00, reducing the contingency allowance from \$150,000.00 to \$133,197.00.

Impact on Project

- Contract Amount: No change to overall contract value.
- Project Schedule: No changes to substantial completion (October 1, 2025) or final payment date (October 13, 2025).

Recommended Motion

It is recommended that the City Commission approve Change Order No. 1 for the GTC Deck Overlay project to address the broken tendon repairs and incorporate the outlined contract clarifications.

Attachments:

- Change Order No. 1 Document
- Proposal Request #1
- Section C300 – Federal Provisions

Sincerely,

A handwritten signature in blue ink that reads "Jordan Smith". The signature is written in a cursive style with a large, sweeping initial "J".

Jordan Smith
Assistant Transit Director – Fleet and Facilities
City of Fargo

CHANGE ORDER NO.: 1

Owner: City of Fargo
 Engineer: KJ Engineering LLC
 Contractor: Industrial Builders, Inc.
 Project: GTC Deck Overlay
 Contract Name: Stipulated Price

Owner's Project No.: RFP25024
 Engineer's Project No.: 2404-01858
 Contractor's Project No.:

Date Issued: August 13, 2025

Effective Date of Change Order: June 2, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. The following clarifications to Article 7 of the contract are provided:
 - a. Item #4 - Supplement Specifications to the Contract - include the specifications outlined in the table of contents included in the project manual and as amendment under future change orders.
 - b. Add item k to the list of Exhibits: Section C300 – Federal Provisions.
2. After the project was bid, a broken tendon was discovered along Grid 9 (refer to original plans for the facility). Exploratory work to determine the extent of damage and facilitate repairs was outlined in Proposal Request #1. This work will be completed under the Contingency Allowance included in the contract. The cost of this work is \$16,805.00. There is no change in the contract amount. However, the owner contingency allowance is reduced from \$150,000.00 to \$133,197.00.

Attachments:

1. C300 – Federal Provisions
2. Proposal Request 1

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 1,026,995.00		Substantial Completion:	October 1, 2025
		Ready for final payment:	October 13, 2025
Change from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		Increase from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ N/A		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,026,995.00		Substantial Completion:	October 1, 2025
		Ready for final payment:	October 13, 2025
Increase this Change Order:		Increase this Change Order:	
\$ 0.00		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,026,995.00		Substantial Completion:	October 1, 2025
		Ready for final payment:	October 13, 2025

Recommended by Engineer		Accepted by Contractor	
By:	<u>Cassie Muranes</u>		<u>[Signature]</u>
Title:	<u>Senior Project Manager</u>		<u>Vice President Estimating</u>
Date:	<u>8/13/2025</u>		<u>08/13/25</u>
	<u>Authorized by Owner</u>		<u>Approved by Funding Agency (if applicable)</u>
By:	<u></u>		<u>James Saylor</u>
Title:	<u>Mayor</u>		<u>Transportation Management Officer II</u>
Date:	<u></u>		<u>8-13-2025</u>

Federal Clauses Construction Over \$250,000

ACCESS TO RECORDS AND REPORTS

a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.

3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit

4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers:

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a. When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 1. applying the domestic content procurement preference would be inconsistent with the public interest;
 2. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

Definitions:

"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives 46—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et

seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Applicability:** This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United

States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

CORONAVIRUS RELIEF AND CARES ACT CERTIFICATION

The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (Pub. L. 116–260, Div. M), requires that, to the maximum extent possible, funds made available under the Act and in title XII of division B of the CARES Act (Pub. L. 116–136) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation), unless the recipient certifies that it has not furloughed any employees.

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DISPUTES, BREACHES, DEFAULTS, AND LITIGATION

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a 95 criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

(d) Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre approval.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. ~~The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a~~
Federal Clauses for Construction Contracts over \$250,000 C300 GTC Deck Overlay

violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

The contractor shall report any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the contractor has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against OCTA or the contractor; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

PROCUREMENT OF RECOVERED MATERIALS.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION AGENCY SAFETY PLANS (PTASP)

For Fiscal Year 2020, FTA required this certification from each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d) by July 20, 2020. This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action) which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default (Breach or Cause) (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after settling up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or Federal Clauses for Construction Contracts over \$250,000 C300 GTC Deck Overlay

otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.



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

7/8/2025

**Aaron Anderson
Project Manager
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107**

Re: GTC Deck Overlay – Proposal Request 1

Dear Mr. Anderson:

As discussed during the preconstruction meeting held on July 1, 2025, a broken post tension (PT) tendon was discovered along Grid 9 as outlined in the sketch attached and described below. Please provide an itemized proposal, including unit costs, for the following items on or before July 14, 2025:

- 1. Excavate south end of beam to allow for observation of P/T anchorage.**
- 2. Excavate grout from P/T anchorage at south end of beam to allow for observation of P/T anchorage. Regrout anchorage once observation by design team is completed.**
- 3. Pull broken P/T tendon to identify approximate location of break.**
- 4. Complete penetration testing on P/T beam tendons on north side of construction joint.**

Please note this is not a change order nor direction to proceed with the work. If you have any questions, please contact me at 701-241-2317 or cassie.mcnames@kljeng.com.

Sincerely,

KLJ

A handwritten signature in cursive script that reads "Cassie McNames".

**Cassie McNames, PE
Senior Project Manager
Enclosure(s): Grid 9 P/T Exploratory Repair Sketch
Project #: 2404-01858
cc: File**



Industrial Builders, Inc.

Paul W. Diederich, President
 Donn O. Diederich, Executive Vice President
 Erik B. Diederich, Chief Operating Officer

*General Contractors*

PO Box 406 Fargo, ND 58107

ITEM #: CCO 1
 LETTING DATE: July 10, 2025
 PROJECT #'S: 2404-01858
 COUNTY: Cass
 TYPE OF WORK: Preliminary Tendon Break Investigation along Grid
 9

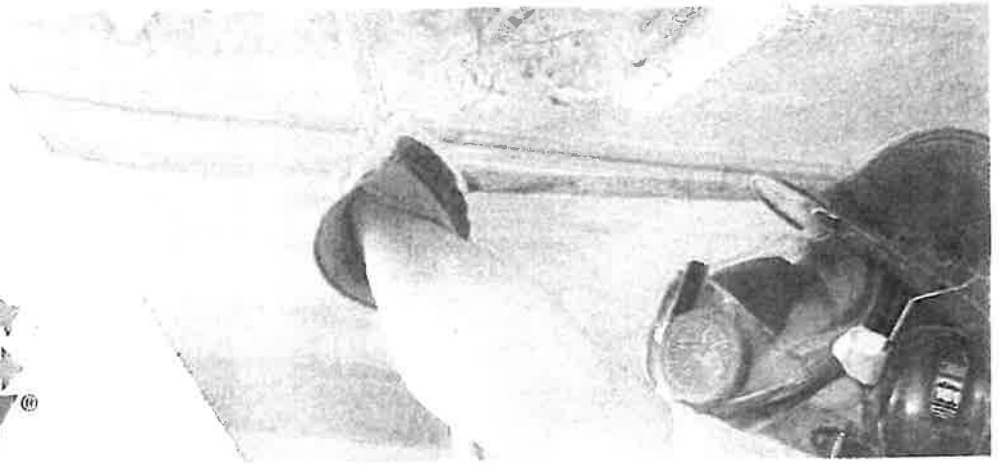
QUOTE TO PRIME CONTRACTORS

LINE NO.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT BID PRICE	AMOUNT BID
001	Grid 9 Preliminary Tendon Break Investigation	1.000	LS	\$18,485.50	\$18,485.50
TOTAL SUM BID					\$18,485.50

TERMS AND CONDITIONS:

- 1.) Our Lump Sum price is based on the quote received from Vector Construction, Inc. and our prime contractor markup to perform the preliminary tendon break investigation for Grid 9 as per the PR1 received on 7/8/25 via email.
- 2.) We have included the proposal from Vector Construction along with their detailed scope of work to be performed.

Industrial Builders, Inc.
 Signature: 
 Aaron Anderson, Senior Project Manager Cell # 701-799-2789



PROPOSAL

VECTOR CONSTRUCTION INC.

Travis Marman

Preconstruction Manager

Mobile: 701-261-5579

tmarman@vector.construction

Vector-Construction.com

Project

**GTC Fargo, ND – Post Tension
Tendon Repairs**

Proposal Request 1

**Preliminary Tendon Break
Investigation along Grid 9**

Customer

Industrial Builders, Inc.

Attn: Aaron Anderson - Project Manager

Location

**Northern Pacific Avenue
Fargo, ND**

Date

July 10, 2025

Project Reference

GTC Deck Overlay – Proposal Request 1 by KLJ (McNames)
dated July 8, 2025

We Save Structures™

Aaron Anderson - Project Manager
Industrial Builders, Inc.
PO Box 406
Fargo, ND 58107

Re: Proposal Request 1 - Preliminary Tendon Break Investigation along Grid 9

Thank you for the opportunity to present our proposal to address the Post-Tensioning (PT) repairs at the Ground Transportation Center (GTC) located in Fargo, North Dakota.

INTRODUCTION

We have prepared our proposal based on the information provided in portions of the KLJ provided plans and documents. Additionally, representatives from Vector Construction visited the site to evaluate the current situation with the post-tension reinforcement of the concrete slab.

SCOPE OF WORK

Based on the recent preconstruction site visits and discussions regarding the known broken tendon along Gridline 9, the following initial repair strategy was developed by KLG Engineering and outlined in the letter 'RE: GTC Deck Overlay – Proposal Request 1' and 'Grid 9 P/T Exploratory Repair Sketch' dated July 8, 2025.

Task Items:

1. Excavate south end of beam to allow for observation of P/T anchorage.
 - a. Expose anchorage grout pockets via hand digging and removing the overburden soil.
 - b. Clean around grout pockets and look for evidence of corrosion or loose grout – document findings and report to IBI/KLJ.
2. Excavate grout from P/T anchorage at south end of beam to allow for observation of P/T anchorage. Regrout anchorage once observation by design team is completed.
 - a. Use electric chipping hammers to remove grout caps
 - b. Inspect tendon tails - document findings and report to IBI/KLJ. Look for evidence of corrosion, water ingress, and wire condition.
 - c. Install new grout in anchorage pockets
3. Pull broken P/T tendon to identify approximate location of break.
 - a. Use jacking equipment and hardware to remove broken tendon from sheathing to identify location of tendon break and evaluate evidence as to the reason for the break - document findings and report to IBI/KLJ.
4. Complete penetration testing on P/T beam tendons on north side of construction joint.
 - a. Test all available tendons in Gridline 9

- b. Use GPR to locate banded tendons at the bottom of the drupe (soffit) in the thickened two-way portion (beam) of the slab.
- c. Excavate concrete from over the tendons and carefully remove sheathing.
- d. Perform screwdriver penetration testing (SPT) on the exposed tendons - document findings and report to IBI/KU.
- e. Install grease tape over PT tendons to restore protection against environment.
- f. Install inspection panel and insulation over tendons for future inspection. Or, patch over the tendons with a high-performance concrete repair mortar.

SCHEDULE

Based on the known variables a good-faith estimate to complete this work is approximately one week with minimal disruption to parking garage operations.

PRICE

1. Excavate south end of beam to allow for observation of P/T anchorage.
Lump Sum \$ 1,820.00
2. Excavate grout from P/T anchorage at south end of beam to allow for observation of P/T anchorage. Regrout anchorage once observation by design team is completed.
Lump Sum \$ 4,995.00
3. Pull broken P/T tendon to identify approximate location of break.
Lump Sum \$ 5,450.00
4. Complete penetration testing on P/T beam tendons on north side of construction joint.
Lump Sum \$ 4,540.00
- Total: \$ 16,805.00**

- Mobilization is included in the above prices.

SPECIAL CONDITIONS / QUALIFICATIONS

Our proposal is based on the following qualifications except if otherwise agreed in writing.

1. Work to be completed in one mobilization, additional mobilizations may be charged for as required.
2. Pricing based on working 8 hours/day 5 days a week. If weekend or additional overtime work is required due to the Client's schedule, then additional charges will apply.
3. Work to be completed in ambient temperatures of 50 degrees F or above.
4. Safe OSHA compliant access to the work area provided by others.
5. Heating and environmental containment for dust and leakage control, if required, provided by others.
6. Confined space requirements including attendant, if required, provided by others.
7. Traffic and pedestrian control, if required, to be provided by others at no cost to Vector.
8. Parking and layout area to be provided at no cost to Vector.

9. Repair of any coatings or finishes, if required, to be provided by others at no cost to Vector.
10. Power, water, temporary lighting, refuse bins and disposal shall be provided at no cost to Vector.
11. Appropriate toilet facilities to be provided by others at no cost to Vector.
12. Work areas are to be clear of other contractors and obstructions in order to provide continuity of work for Vector. Any delays beyond our control will be considered downtime and will be charged as such.
13. No structural engineering or structural work is included in our proposal.
14. All work completed open shop.
15. Pricing is in US dollars.
16. Quotation is valid for 30 days

GENERAL CONDITIONS

Vector is prepared to enter into a contract agreement for this work subject to the terms and conditions of contract being agreeable to both parties including but not limited to terms and conditions substantially similar to the following:

- **Bonds** - If requested, payment and performance bonds require additional charge.
- **Work Schedule** - all work will be performed on weekdays during regular daytime working hours. If weekend or overtime work is required, then additional charges will apply.
- **Permits** - all necessary work permits to be obtained and paid for by the client.
- **Indemnity** – Vector will indemnify and hold harmless client for claims only to the extent resulting solely from Vector's negligence. In no case shall Vector be responsible for indirect, incidental, special or consequential damages, including any loss of profits loss of use of property or business interruption.
- **Delays** – Vector will be entitled to additional time and compensation if delayed for reasons beyond our control. Any exposure for liquidated damages must be mutually agreed upon in advance.
- **Client's Insurance** – Client will be responsible for purchasing and maintaining builder's risk/property insurance in an amount covering the entire Project and name Vector as additional insured.
- **Hazardous Materials** – Vector will not be responsible for any pre-existing hazardous materials, substances or conditions.
- **Differing Site Conditions** – Vector will be entitled to additional time and compensation if it encounters (1) subsurface or otherwise concealed, known, or unknown physical conditions materially different from those indicated or (2) conditions of an unusual nature, differing materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for.
- **No Design Liability** – Unless otherwise expressly agreed to in writing by Vector, in no event will Vector assume any design liability related to the Project, the Agreement or any Services which Vector may provide.

- Payment Terms – Payment Net 30 days from date of invoice, overdue accounts 1% per month.
- In the event of a conflict between the terms and conditions of this proposal and the terms and conditions of the agreement between General Contractor and Owner, the terms and conditions of this proposal shall prevail.

NON-DISCLOSURE

This document, concepts, and any drawings, along with the data and information contained in it, is the original work and the property of Vector. This information is provided to the recipient for the specific, limited purpose of business development between our two companies and the end user. All data, information, and concepts are to be maintained in confidence and may not be used by the recipient, or in any way disclosed to others, without the written permission of Vector and are subject to recall by Vector at any time.

ABOUT VECTOR

Vector, is a full-service concrete preservation contractor with a global presence. Our expertise includes concrete and corrosion troubleshooting, structural repair, strengthening, post-tension evaluation and repair, cathodic protection and other corrosion control methods. In addition to servicing the North American market, Vector has worked internationally in South America, Europe, and Asia. Vector Construction has bonding capabilities with Aon Risk Solutions and performs projects with values up to \$25,000,000.

Thank you for your interest in Vector. If you have any questions or comments, please feel free to contact me at your convenience. We look forward to working with you on this and future projects.

VECTOR CONSTRUCTION INC.

Travis Marman

Travis Marman – Preconstruction Manager

Proposal Accepted By

Name: _____

Company: _____

Title: _____

Date: _____

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July 31, 2025

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

Dear Commissioners:

On December 27, 2023, the City of Fargo and GMV Syncromatics Corporation entered into an agreement through North Dakota State Contract #283.

GMV Syncromatics Corporation provides fixed route bus software that allows The City of Fargo's Transit Department (MATBUS) to provide fixed route bus services to the cities of Fargo, West Fargo, Moorhead and Dilworth.

The City of Fargo's Transit Department wishes to submit an additional Contractor Work Order Request (WOR) through the state contract to continue to include post implementation software use through July 31, 2027 as well as implement Next Stop, which is a real time passenger information – IVR/SMS system. This new system will provide bus riders with real-time bus location information by calling or texting a phone number that will be posted at pre-determined bus stops.

Recommended motion: Approve the attached State Contract Contractor Work Order Request with GMV Syncromatics Corporation.

Sincerely,



Cole Swingen
Assistant Transit Director – Operations
City of Fargo

**Attachment 6 – CONTRACTOR WORK ORDER REQUEST (WOR)
State Contract # 283**

Participating Entity Name City of Fargo	Work Order Request Number RFP23214	Issue Date August 7, 2025	
Name of Participating Entity Contact Julie Bommelman	E-mail Address jbommelman@fargond.gov	Telephone Number 701.476.6737	
Address 650 23 rd St N	City Fargo	State ND	Zip Code 58102

Reference: In accordance with the terms and conditions of the State Contract noted above between STATE and CONTRACTOR, this Work Order Request authorizes delivery of the Deliverables described in accordance with the Scope of Work, Schedule, and terms specified below.

1. Scope of Work

a. Describe Scope of Work

Continue service for Automatic Vehicle Announcement/Automatic Vehicle Location fixed route bus software/hardware, add automated call and texting tools for riders. The original proposal was solicited by the State of North Dakota and participating agencies can buy off the awarded contracts with a variety of vendors who were awarded the contracts. The City of Fargo chose to purchase the product offered by GMV Syncromatics Corporation.

b. Budget Available (if applicable)
N/A

2. Staffing Requirement (if applicable)

Job Class/Skill Set	Number of Staff
N/A	

3. Agreement Type ☒ Fixed Cost	4. Project Start Date August 1, 2025	5. Project End Date July 31, 2026
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6. Schedule of Deliverables

Deliverable	Start Date	Completion Date
Post implementation use of scheduling and dispatching fixed route bus software/hardware	9/1/25	7/31/26
Implementation of SMS/IVR real time bus stop information	9/1/25	10/1/25

7. Location of Work City of Fargo Metro Transit Garage, 650 23 rd St N, Fargo, ND 58102	
8. Participating Entity Project Manager Cole Swingen and Jordan Smith	9. Contractor Project Proposal Due Date
10. Time and Status Reporting Systems to be Utilized by the Contractor (Mark all that apply) ☐ Daily Accountability ☐ Weekly Status Reports ☐ Monthly Reports ☐ Other – Describe below:	
Execution: The parties through their authorized agents have executed this Work Order Request and attached Contractor Project Proposal under terms of the above-mentioned Master Contract, subject to amendments in this Work Order, for the project price and on the dates set out below. To the extent that there is any inconsistency between this Work Order Request and Master Contract # TBD, the Master Contract shall control. The total dollar contractual amount specified below for this Work Order and attached Project Proposal shall not be exceeded unless a written amendment is appended to this Work Order, duly executed by the authorized representative of the parties.	

Total Contractual Amount Not to Exceed \$87,788

All notices or other communications required under exhibit B of the Technology contract must be provided to the following:

STATE – PARTICIPATING ENTITY	CONTRACTOR
Name: Sowmya Karumanchi	Name: Peli Barrenechea
Title: IT Procurement Officer	Title: Chief Operating Officer
Address: 600 East Boulevard Avenue	Address: 700 S Flower Street, Suite 470
City, State, Zip: Bismarck, ND 58505	City, State, Zip: Los Angeles, CA 90017
Phone:	Phone
Email: skarumanchi@nd.gov	Email: pbarrenechea@gmv.com ; sales-na@gmv.com

Participating Entity	Contractor
Participating Entity Name: City of Fargo, Transit	Contractor Name GMV Syncromatics Corp.
Signature 	Signature
Printed Name: Julie Bommelman	Printed Name
Title: Transit Director	Title

Base System				
Fixed Route CAD/AVL				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, OpenMDT Plus	43	3,910	168,130
	Labor, Installation, OpenMDT Plus	43	800	34,400
	Vehicle and System Licenses, CAD/AVL	43	580	24,940
	Project Management, Training, Travel, and Unlimited Followup	1	56,820	56,820
Total, Capital				284,290

Vehicle Network Gateway				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Per Bus, Vehicle Network Gateway for Onboard Systems - Cradlepoint IBR650 or approved equivalent	0	1,420	-
	Labor, Installation or Integration, Per Bus, Vehicle Network Gateway	0	415	-
	Hardware, Per Bus, Vehicle Network Gateway Integration	43	360	15,480
	Labor, Installation or Integration, Per Bus, Vehicle Network Gateway	43	175	7,525
Total, Capital				23,005

Automated Voice Annunciator				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, AVA System	43	2,265	97,395
	Installation, Per Bus, AVA	43	385	16,555
	Vehicle and System Licenses, Web Based AVA Controller	43	515	22,145
Total, Capital				136,095

Interior LED for AVAS Visual Announcement				
Item Description	Qty	Unit Cost	Subtotal	
Hardware, Interior LED Sign (Amber, Red, or White)	43	1,580	67,940	
Installation, Interior LED Sign	43	405	17,415	
Hardware, Interior LED Integration Kit	0	95	-	
Labor, Integration, Interior LED Sign	0	115	-	
Total, Capital				85,355

LN	Item Description	Qty	Unit Cost	Subtotal
Destination Sign Integration for Single Sign-on				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Headsign Integration	43	395	16,985
	Installation, Per Bus, Headsign Integration	43	195	8,385
Total, Capital				25,370
Automatic Passenger Counter				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, IRIS APC - 2 Door Bus, 2 Sensor	43	4,310	185,330
	Installation, APC - 2 Door Bus	43	660	28,380
	Integration, APC - 2 Door Bus (Dilax)	0	195	-
	Integration and Configuration, Software, UTA APC Analytics	1	58,800	58,800
Total, Capital				272,510
Real Time Passenger Information				
LN	Item Description	Qty	Unit Cost	Subtotal
	Software, Real Time Passenger Information Suite -- includes desktop and mobile web application at no charge -- Includes API for Arrival Predictions at no charge -- Includes GTFS & GTFS-RT feed for integration with Transit App, Google Maps, Apple Maps at no charge	1	-	-
Total, Capital				-
Total Base System				826,625

LN	Item Description	Qty	Unit Cost	Subtotal
Annual Service Fees				
Base Service Fees - Fixed Route				
LN	Item Description	Qty	Unit Cost	Subtotal
	Annual Service Fee,, Software, Cloud-hosted CAD/AVL/RTPI --Unlimited 24x7 support -- Hands on dedicated account management -- Fully hosted and redundant systems -- Unlimited training - Hosted GTFS and GTFS-RT - Transit Analytics Software (Insights & Insights Builder) - Service Alerts System - Real-Time and Historical APIs	43	890	38,270
	Annual Service Fee, Cellular Data for Fixed Route Vehicles	43	215	9,245
	Annual Service Fee, Automated Voice Annunciator	43	130	5,590
	Annual Service Fee, Automatic Passenger Counting	43	145	6,235
	Annual Service Fee, UTA APC Analytics	1	8,510	8,510
Total per year (years 1-5)				67,850

LN	Item Description	Qty	Unit Cost	Subtotal
Optional Systems				

Optional Extended Warranty				
LN	Item Description	Qty	Unit Cost	Subtotal
The 1st year of warranty coverage on all hardware and installation is included at no charge. Beginning in the 2nd year, extended warranties are offered on a per vehicle, per year basis at the prices quoted below. Extended warranties are available through the 5th year.				
	Annual Warranty Fee, OpenMDT Plus (2 years warranty included at no charge)	43	285	12,255
	Annual Warranty Fee, Vehicle Network Gateway (1 year warranty included at no charge)	43	110	4,730
	Annual Warranty Fee, Automated Voice Annunciator (1 year warranty included at no charge)	43	210	9,030
	Annual Warranty Fee, Automatic Passenger Counter, 2 Door (1 year warranty included at no charge) - Applicable only to newly installed hardware	43	260	11,180
Totals, per year (varies based on options)				37,195

Real-Time Passenger Information - Mobile Applications (iOS/Android)				
LN	Item Description	Qty	Unit Cost	Subtotal
	Vehicle and System Licenses, Agency Branded Mobile Application (iOS + Android)	1	14,500	14,500
Total, Capital				14,500
	Annual Service Fee, Mobile Applications	1	3,500	3,500
Total, Annual				3,500

Digital Vehicle Inspection				
LN	Item Description	Qty	Unit Cost	Subtotal
	Vehicle and System Licenses, Digital Vehicle Inspection	43	410	17,630
Total, Capital				17,630
	Annual Service Fee, Digital Vehicle Inspection	43	350	15,050
Total, Annual				15,050

Physical Covert Alarm Integration				
Item Description	Qty	Unit Cost	Subtotal	
Hardware, Covert Alarm Button	43	210	9,030	
Installation, Covert Alarm Button	43	315	13,545	
Hardware, Covert Alarm Button Integration	0	75	0	
Integration, Covert Alarm Button	0	115	0	
Total, Capital				22,575

GFI Farebox Integration				
Item Description	Qty	Unit Cost	Subtotal	
Hardware, GFI Farebox Integration - Assumes agency has J1708 integration license from Genfare.	43	475	20,425	
Installation, GFI Farebox Integration	43	180	7,740	
Total, Capital				28,165

LN	Item Description	Qty	Unit Cost	Subtotal
On Board Infotainment - Full Color LCD Interior Passenger Information Display				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, 23" Single-Sided LCD Monitor	43	1,460	62,780
	Hardware, 21.5" Single-Sided LCD Monitor	0	1,290	0
	Hardware, Media Player	43	1,320	56,760
	Installation, Infotainment	43	545	23,435
	Vehicle and System Licenses, Infotainment	43	485	20,855
Total, Capital				163,830
	Annual Service Fee, Infotainment	43	395	16,985
	Warranty, Infotainment (optional)	0	285	0
Total, Annual				16,985
DVR Integration for Live Video Streaming in Dispatch				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, DVR Integration - Integration subject to feasibility evaluation and cooperation by camera providers - Costs do not include any retrofitting of camera provider hardware in preparation of integration	43	260	11,180
	Installation, DVR Integration	43	340	14,620
	System and Vehicle Licenses, LiveLINK Video Streaming into Dispatch - Agency should expect to procure cellular data service directly to get the best deal on 4G broadband data. Estimated cost with govt discount is \$40/bus/mo.	43	110	4,730
Total, Capital				30,530
	Annual Service Fee, LiveLINK Video Streaming into Dispatch	43	45	1,935
Total, Annual				1,935
VoiceCONNECT VOIP Radio System				
LN	Item Description	Qty	Unit Cost	Subtotal
	System and Vehicle Licenses, VOIP System - Agency should expect to procure cellular data service directly to get the best deal on 4G broadband data. Estimated cost with govt discount is \$40/bus/mo.	43	350	15,050
	Hardware, VOIP System	43	850	36,550
	Installation, VOIP System	43	315	13,545
	Hardware, Dispatch Mic & Speakers for VOIP	5	390	1,950
	System and Vehicle Licenses, Mobile Supervisor and Communication Application	43	0	0
Total, Capital				67,095
	Annual Service Fee, VoiceConnect VOIP Radio System - Annual service fee is billed based on number of simultaneous dispatch users, estimated here	43	110	4,730
Total, Annual				4,730

LN	Item Description	Qty	Unit Cost	Subtotal
Vehicle Network Gateway for Public WiFi				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Network Gateway (incl. 4G Modem) -- Cradlepoint IBR900, or equivalent -- Agency should expect to procure cellular data service directly to get the best deal on 4G broadband data. Estimated cost with govt discount is \$40/bus/mo. GMV Syncromatics will work with carrier to provision devices.	43	1,860	79,980
	Installation, Per Bus, Vehicle Network Gateway	43	460	19,780
Total, Capital				99,760
	Annual Service Fee, Public Wi-Fi	43	144	6,192
	Warranty, Vehicle Network Gateway	0	85	-
Total, Annual				6,192

Real Time Passenger Information - IVR/SMS				
LN	Item Description	Qty	Unit Cost	Subtotal
	SMS (text) Provisioning fee	1	1,925	1,925
	IVR (voice) Provisioning Fee	1	1,800	1,800
Total, Capital				3,725
	Annual Service Fee, SMS usage -- includes 3,000 texts per month (36K per year), additional messages are billed monthly and charged based on actual usage (\$.025 each)	1	1,250	1,250
	Annual Service Fee, IVR usage	1	928	928
Total, Annual				2,178

Bike Rack Counter Integration				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Bike Rack Integration Hardware Kit - Compatible with Sportworks and Byk-Rak	43	1,340	57,620
	Installation, Bike Rack Integration	43	515	22,145
	Vehicle and System Licenses, Bike Rack integration	43	145	6,235
Total, Capital				86,000
	Annual Service Fee, Bike Rack Integration	43	45	1,935
Total, Annual				1,935

Non-Revenue Vehicle Tracking				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Basic GPS Tracker	1	570	570
	Installation, Basic GPS Tracker	1	340	340
	Vehicle and System Licenses, Basic GPS Tracking	1	175	175
Total, Capital				1,085
	Annual Service Fee, Basic GPS Service Vehicle Tracker	1	385	385
	Annual Service Fee, Basic GPS Tracking Cellular Data	1	215	215
	Extended Warranty Fee, Basic GPS Service Vehicle Tracker	0	45	-
Total per year				600

LN	Item Description	Qty	Unit Cost	Subtotal
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Optional Digital Signage Systems

Electronic Signage - 2-Line LED Outdoor, Single Sided

LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, LED Sign, Single-Sided with Enclosure - Most suitable for shelter or wall mount applications	1	5,485	5,485
	Hardware, Standard Shelter Mounting Bracket	1	575	575
	Hardware, Cellular Modem	1	570	570
	Installation, Outdoor LED - Assumes no electrical, networking, permitting or engineering work required. All services are available and price/scope will depend on client need and the specific installation location	0	2,150	-
	Vehicle and System Licenses, LED Sign	1	595	595
Total, Capital				7,225
	Annual Service Fee, LED Sign Cellular Data	1	215	215
	Annual Service Fee, LED Sign Management Software	1	365	365
	Annual Warranty Fee, Double Sided LED, 2-Line (optional)	0	245	0
Total, Annual				580

Electronic Signage - 2-Line LED Outdoor, Double Sided

LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, LED Sign, Double-Sided with Enclosure - Most suitable for column mount application in Transit/Transfer Centers	1	7,400	7,400
	Hardware, Flag Mount Bracket, Steel Tube	1	815	815
	Hardware, Cellular Modem	1	570	570
	Installation, Outdoor LED - Assumes no electrical, networking, permitting or engineering work required. All services are available and price/scope will depend on client need and the specific installation location	0	2,150	-
	Vehicle and System Licenses, LED Sign	1	595	595
Total, Capital				9,380
	Annual Service Fee, Cellular Data	1	215	215
	Annual Service Fee, LED Sign Management Software	1	365	365
Total, Annual				580

Electronic Signage - 2-Line LED Solar Outdoor

LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, LED Solar Sign, 2-Line, 24 Character with Annunciator - Pole Mount and Shelter Mounts Available	1	6,850	6,850
	Installation, 2-Line LED Solar Sign - Where pre-existing compatible square pole exists or shelter is suitable for mounting	0	1,155	-
	Vehicle and System Licenses, LED Sign	1	595	595
Total, Capital				7,445
	Annual Service Fee, Cellular Data	1	215	215
	Annual Service Fee, LED Sign Management Software	1	365	365
Total, Annual				580

LN	Item Description	Qty	Unit Cost	Subtotal
Digital Signage - Push Button Annunciator				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Push Buton Annunciator, LED and LCD	1	2,110	2,110
	Installation, Push Button Annunciator - Assumes no electrical, networking, permitting or engineering work required. All services are available and price/scope will depend on client need and the specific installation location	1	900	900
Total, Capital				3,010
	Annual Warranty Fee, Push Button Annunciator	0	115	0
Total, Annual				-
Electronic Signage - LCD Outdoor, Grid Powered				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, 55" Outdoor LCD Sign	1	12,100	12,100
	Hardware, Wall Mounting Brackets	1	350	350
	Hardware, Media Player - Flexible for cellular or ethernet connectivity	1	1,250	1,250
	Installation, Outdoor LCD Sign, Wall-Mounted - Assumes no electrical, networking, permitting or engineering work required. All services are available and price/scope will depend on client need and the specific installation location	0	2,150	-
	Vehicle and System Licenses, LCD Sign Management Software	1	765	765
Total, Capital				14,465
	Annual Service Fee, LCD Sign Cellular Data - Includes 5GB per SIM, per month - Ethernet connectivity preferred - **For LCD Displays, client should expect to acquire cellular data with an unlimited plan through their carrier government representative. This is typically \$40/device/month, which is substantially less expensive than GMV Syncromatics can acquire the same plan	0	660	-
	Annual Service Fee, LCD Sign Management Software	1	395	395
Total, Annual				395
Electronic Signage - LCD, Integration				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, Media Player - Flexible for cellular or ethernet connectivity	1	1,320	1,320
	Installation, Media player	0	415	-
	Vehicle and System Licenses, LCD Sign Management Software	1	765	765
Total, Capital				2,085
	Annual Service Fee, LCD Sign Cellular Data - Includes 5GB per SIM, per month - Ethernet connectivity preferred - **For LCD Displays, client should expect to acquire cellular data with an unlimited plan through their carrier government representative. This is typically \$40/device/month, which is substantially less expensive than GMV Syncromatics can acquire the same plan	0	660	-
	Annual Service Fee, LCD Sign Management Software	1	395	395
Total, Annual				395

LN	Item Description	Qty	Unit Cost	Subtotal
Electronic Signage - LCD Kiosk				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, 55" Outdoor LCD Sign <i>- Can be oriented in either portrait or landscape, side by side, and double sided</i>	1	12,100	12,100
	Hardware, Media Player Kit	1	1,320	1,320
	Hardware, Kiosk Portrait Enclosure for 55" Display	1	5,310	5,310
	Hardware, Kiosk Portrait Enclosure for 49" Display	0	4,560	-
	Installation, 55" Ruggedized Kiosk <i>- Installation cost dependent on location, due to varying surface mount engineering requirements</i>	0		
	Vehicle and System Licenses, LCD Sign Management Software	1	765	765
Total, Capital				19,495
	Annual Service Fee, LCD Sign Cellular Data <i>- Includes 5GB per SIM, per month</i> <i>- Ethernet connectivity preferred</i> <i>- **For LCD Displays, client should expect to acquire cellular data with an unlimited plan through their carrier government representative. This is typically \$40/device/month, which is substantially less expensive than GMV Syncromatics can acquire the same plan</i>	0	660	-
	Annual Service Fee, LCD Sign Management Software	1	395	395
	Warranty, 55" Ruggedized Kiosk	0	740	-
Total, Annual				395
Electronic Signage - LCD, Indoor, 50"				
LN	Item Description	Qty	Unit Cost	Subtotal
	Hardware, 50" Commercial Display <i>- NEC #C501 or equivalent</i> <i>(Minimum Specs: Rated for 24x7 use, 400 cd/m brightness, 1920x1080 resolution, 4,000:1 contrast, landscape/portrait flexibility)</i> <i>- Also available as 43" and 55"</i> <i>- GMV Syncromatics can source and procure an LCD display with any required specifications, prices will vary if this is requested. We recommend that our clients buy LCD displays for indoor applications directly, and exercise our priced options to integrate with them.</i>	1	1,572	1,572
	Hardware, Interior Wall Mount	1	220	220
	Hardware, Media Player Kit	1	1,320	1,320
	Vehicle and System Licenses, LCD Sign Management Software	1	765	765
Total, Capital				3,877
	Warranty, Indoor LCD, 55"	1	0	-
	Annual Service Fee, LCD Sign Management Software	1	395	395
	Annual Service Fee, Cellular Data <i>- Assumes ethernet connectivity at Transit Center</i>	0	660	-
Total, Annual				395