

FARGO CITY COMMISSION AGENDA
Monday, August 4, 2025 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, July 21, 2025, Special Meeting, July 25, 2025 and Special Meeting, July 31, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Amending Sections 12-0306, 12-0308, 12-0310 and 12-0314 of Article 12-03 of Chapter 12 of the Fargo Municipal Code Relating to Domestic Fowl, Wild Birds and Pets.
- 2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading 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.
- 3. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 8-1003 of Article 8-10 of Chapter 8 of the Fargo Municipal Code relating to the Traffic Code.
- 4. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 8-0906 of Article 8-09 of Chapter 8 of the Fargo Municipal Code relating to the Traffic Code.
- 5. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading 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.
- 6. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 21.1-0102 of the Fargo Municipal Code Relating to the International Residential Code (Appendix BE-Radon Control Methods).
- 7. 1st reading of Ordinance Amending Article 11-04 of Chapter 11 of the Fargo Municipal Code Relating to Automobiles and Personal Property.
- 8. 2nd reading, waive reading and final adoption of an Ordinance Repealing Article 5-04 of Chapter 5 of the Fargo Municipal Code Relating to Fargo Police Advisory and Oversight Board; 1st reading, 7/21/25.
- 9. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Northdale First Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 7/21/25.

10. Concur with the findings of staff and the Liquor Control Board and apply the administrative penalty of a \$500.00 fine for a first failure to the liquor license violations identified at the Bismarck Tavern.
11. Concur with the findings of staff and the Liquor Control Board and apply the administrative penalty of a \$500.00 fine for a first failure to the liquor license violations identified at the Empire Tavern.
12. Concur with the findings of staff and the Liquor Control Board and apply the administrative penalty of a \$500.00 fine for a first failure to the liquor license violations identified at Chili's.
13. Concur with the findings of staff and the Liquor Control Board and apply the administrative penalty of a \$500.00 fine for a first failure to the liquor license violations identified at Applebee's 45th Street.
14. Concur with the findings of staff and the Liquor Control Board and apply the administrative penalty of a \$500.00 fine for a first failure to the liquor license violations identified at Applebee's 16th Street North.
15. Concur with the findings of staff and the Liquor Control Board and apply the administrative penalty of a \$500.00 fine for a first failure to the liquor license violations identified at Applebee's 13th Avenue South.
16. Direct the City Attorney to work with the City Auditor to create the conditions where an add on limited off-sale liquor license would be appropriate.
17. Applications for Games of Chance:
 - a. Fargo North Football Team for a raffle on 8/12/25.
 - b. North Dakota Long Term Care Association for a raffle 9/25/25.
 - c. St. John Paul II Catholic Schools for a raffle on 4/25/26.
18. Gaming Site Authorization for the North Dakota Association for The Disabled, Inc. at Lil Jimmy's.
19. Developer Agreement with Eastdale, LLC for Northdale First Addition.
20. Incentive of \$5,000.00 per day, for up to 30 days, for Improvement District No. BR-26-H1.
21. Final Balancing Change Order No. 1 in the amount of \$68,999.04 for Improvement District No. BR-24-C1.
22. Final Balancing Change Order No. 2 in the amount of \$32,733.49 for Improvement District No. NR-23-C5.
23. Final Balancing Change Order No. 1 in the amount of \$3,025.00 for Improvement District No. NR-23-C6.
24. Negative Final Balancing Change Order No. 5 in the amount of \$-76,635.07 for Improvement District No. BR-24-B1.
25. Change Order No. 1 in the amount of \$37,804.00 for Improvement District No. BR-25-B3.
26. Contract and bond for Improvement District BR-25-H1.

27. Negative Final Balancing Change Order No. 1 in the amount of \$-1,665.00 for Project No. ER-24-E1.
28. Negative Final Balancing Change Order No. 3 in the amount of \$-92,780.00 for Project No. FM-24-A1.
29. Permanent Easement (Alley) with Gina Lisa Bar-el (Project No. AN-19-A1).
30. Bid award to Northstar Safety, Inc. in the amount of \$534,606.00 for Project No. TM-25-B1.
31. Contract and bond for Project No. NR-25-D2.
32. Contract and bond for Project No. NR-25-D3.
33. Resolution approving Plat of Old Broadway Addition.
34. Notice of Grant Award from the ND Department of Health and Human Services for Women's Way (CFDA #93.898).
35. Direct the City Attorney's Office to review and revise the Tobacco Ordinance - Chapter 35.
36. Services Agreement – Snow Groomer Equipment Services with Midwest Snow Services LLC for the 2025/2026 snow season (RFP25198).
37. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement in the amount of \$148,930.00 for one 2025 Versalift VO-260-RR (PBC25228).
38. Piggyback purchase through the ND State Contract with North Central Intl. LLC in the amount of \$91,978.38 for one 2025 HV607 SBA Chassis (PBC25229).
39. Bid award to NAPA Central in the amount of \$31,673.10 for Central Garage's annual filter consumption (RFP25211).
40. Contractor Work Order Request (State Contract No. 283) with Via Mobility LLC.
41. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

42. **PUBLIC HEARING** – RLN Business Park Second Addition (4551 33rd Street North); approval recommended by the Planning Commission on 7/1/25:
 - a. Zoning Change from GI, General Industrial to LI, Limited Industrial.
 - b. 1st reading of rezoning Ordinance.
43. **PUBLIC HEARING** – Sullivan Second Addition (5201 and 5475 Bishop's Boulevard South; 5202 and 5534 25th Street South); approval recommended by the Planning Commission on 5/6/25:
 - a. Zoning Change from GO, General Office and P/I, Public and Institutional to GO, General Office and P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Sullivan Second Addition.

44. Recommendation to approve the Mayor's 2026 Preliminary Budget and set the Public Hearing date for Monday, September 15, 2025 at 5:05 p.m.
45. Discussion regarding Broadway benches.
46. Liaison Commissioner Assignment Updates.
47. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://www.fargoND.gov/VirtualCommission)).**

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

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



July 31, 2025

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

RE: An Ordinance Amending Article 12-03 of the Fargo Municipal Code Regarding Domestic Fowl, Wild Birds, and Pets (Keeping of Chickens)

Dear Mayor and Commissioners,

Enclosed for your consideration and approval is an ordinance amending Sections 12-0306, 12-0308, 12-0310, 12-0311, and 12-0314 of the Fargo Municipal Code relating to domestic fowl, wild birds, and pets—also, commonly referred to as the “keeping of chickens.”

These amendments were prompted by recommendations from Cheryl Stetz of Fargo Cass Public Health, who serves on the Cass Clay Food Partners Steering Committee, as well as Fargo City Commissioner John Strand. The Committee initially reviewed the City’s existing ordinance and recommended updates to align Fargo’s regulations with those currently in place in West Fargo and Moorhead.

At its July 7th, 2025, meeting, the Board directed the City Attorney’s Office to collaborate with the Environmental Health Division of Fargo Cass Public Health to revise Article 12-03. In response, I have worked closely with Cheryl Stetz and Grant Larson to prepare the enclosed amendments for your consideration.

Key changes to the ordinance include:

1. **Increased Limit on Chickens** – The allowable number of chickens has been increased from four (4) to six (6).
2. **Commercial Coop Flexibility** – Commercially manufactured chicken coops will now be permitted to “substantially conform” to the prescribed size requirements, offering residents the flexibility to purchase more affordable and readily available coop options.

Suggested Motion: I move to receive and file 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, and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Please feel free to contact Cheryl Stetz or me if you have any questions, comments, or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alissa R. Farol Czapiewski', written in a cursive style.

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Cheryl Stetz, Fargo Cass Public Health
Grant Larson, Fargo Cass Public Health
Jenn Faul, Fargo Cass Public Health
Fargo City Commissioner John Strand

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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:

July 31, 2025

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

RE: Speeding in a Construction Zone

Dear Mayor and Commissioners,

At the June 9, 2025, meeting of the Board of City Commissioners, you approved a motion to direct the City Attorney's Office to work with various city departments to revise city ordinances to comport with changes to state law passed during the 2025 legislative session.

Senate Bill 2183 increased construction zone minimum fines from \$80 to \$150. I am enclosing a proposed ordinance which amends the city ordinance equivalent to comply with state law.

Suggested Motion: I move to waive receipt and filing of the enclosed ordinances one week prior to first reading and that this be the first reading, of an ordinance amending section 1-0305(C)(13)(d), of article 1-03, of chapter 1, of the Fargo Municipal Code relating to Classification of Ordinance Violations – construction zone speeding.

Sincerely,



William B. Wischer

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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****CITY ATTORNEY**

Nancy J. Morris

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

July 31, 2025

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

RE: Violation for Parking in a Designated Electric Vehicle Parking Stall

Mayor and Commissioners,

Presented for your consideration and approval is an ordinance amending Fargo Municipal Code § 8-1003, adding section (T) and designating a penalty for unauthorized parking in a designated electric vehicle parking stall. The presentation of this ordinance amendment is pursuant to your motion on July 7, 2025.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 8-1003 (T) of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to the Traffic Code, and An Ordinance Amending Section 1-0305 (C)(5) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.

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

Regards,

Nancy J. Morris

NJM/lmw

Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-1003 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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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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
14 NOW, THEREFORE,

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

* * *

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

Section 8-0116 (failure to yield to emergency vehicle), section 8-0311 (open container), section 8-0317(B)(2) (exhibition driving), section 8-0801 (immediate notice of accident), section 8-0931 (child restraint devices required), 8-1219 (use of motor vehicle), section 10-0311(C) (panhandling within the city of Fargo), section 8-1003(T) (electric vehicle parking stall).

* * *

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**

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

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

July 31, 2025

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

RE: Window Tinting

Mayor and Commissioners,

Presented for your consideration and approval is an ordinance amending Fargo Municipal Code § 8-0906 to conform with recently passed HB 1340, changing the amount of window tinting allowed in vehicles. The presentation of this ordinance amendment is pursuant to your motion on June 9, 2025, directing the City Attorney to work with the various departments to enact or amend ordinances in accordance with the state law changes.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 8-0906 of Article 8-09 of Chapter 8 of the Fargo Municipal Code Relating to the Traffic Code.

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

Regards,


Nancy J. Morris

NJM/lmw

Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-0906 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**

CITY ATTORNEY
Nancy J. Morris

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

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

5

July 31, 2025

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

RE: Dangerous Weapon Definition and Penalty

Mayor and Commissioners,

Presented for your consideration and approval is an ordinance amending Fargo Municipal Code § 10-0304 to conform with recently passed HB 1588, changing the length of the knife blade definition of a dangerous weapon, and changing the penalty. The presentation of these ordinance amendments is pursuant to your motion on June 9, 2025, directing the City Attorney to work with the various departments to enact or amend ordinances in accordance with the state law changes.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, 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, and An Ordinance Amending Section 1-0305 (C)(7) of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.

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

Regards,


Nancy J. Morris

NJM/lmw

Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 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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a BB gun, air rifle, or CO₂ gun; and any projector of a bomb or any object containing or capable of producing and emitting any noxious liquid, gas, or substance. "Dangerous weapon" does not include a spray or aerosol containing CS, also known as ortho-chlorobenzamalonitrile; CN, also known as alpha-chloroacetophenone; or other irritating agent intended for use in the defense of an individual, nor does the term include a device that 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.

* * * *

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 \$100.00 as provided in Section 1-0305(C)(7) 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)(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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

* * *

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****CITY ATTORNEY**

Nancy J. Morris

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

July 31, 2025

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

RE: An Ordinance Amending Section 21.1-0102 of the Fargo Municipal Code Relating to the International Residential Code (Appendix BE – Radon Control Methods)

Dear Mayor and Commissioners,

Enclosed for your consideration and approval is an ordinance amending Section 21.1-0102 of the Fargo Municipal Code relating to the International Residential Code (“IRC”). As you may recall, at its regular meeting of June 23, 2025, the Board approved second reading and final passage of an ordinance adopting and amending the 2024 IRC, along with several other international code updates.

Following adoption of the IRC, it was discovered that Appendix BE – Radon Control Methods – was inadvertently omitted from the ordinance. The IRC expressly provides that appendices are not mandatory unless specifically referenced in the adopting ordinance. Therefore, in order for the provisions of Appendix BE to be enforceable, they must be specifically included. This amendment corrects that oversight and ensures that radon control measures outlined in Appendix BE are applicable within the city of Fargo.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to the first reading and that this be the first reading, by title, of An Ordinance Amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code.

Please feel free to contact Shawn Ouradnik or me if you have any questions, comments, or concerns.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Director
Chris Rose, Inspections Assistant Director

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

* * * *

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

BE101.1 General. This appendix contains requirements for new construction in jurisdictions where radon-resistant construction is required. ~~Inclusion of this appendix by 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

7

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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
23

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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,

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FARGO, NORTH DAKOTA

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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.~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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 for qualify 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

OFFICE OF THE CITY ATTORNEY
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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:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

Within 30 days after sale as provided for in Article 11-04 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 must be held for a period of ninety (90) days for the owner of the vehicle or entitled lienholder and then be delivered to the administrator of the state abandoned property office.

Section 2. Effective Date

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

8

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING ARTICLE 5-04 OF CHAPTER 5 OF
THE FARGO MUNICIPAL CODE RELATING TO
FARGO POLICE ADVISORY AND OVERSIGHT BOARD

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- Article 5-04 of Chapter 5 of the Fargo Municipal Code is hereby repealed in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

9

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN NORTHDAL FIRST ADDITION TO THE
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on February 4, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 23, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Northdale First Addition to the City of Fargo, Cass County, North Dakota, is hereby rezoned from "AG", Agricultural, District, to LI, Limited Industrial, District with a "C-O", Conditional Overlay, District as follows:

1. Prohibited Uses:

- a. Detention Facility
- b. Adult Establishment
- c. Aviation/Surface Transportation
- d. Portable signs
- e. Crushing of any materials, including concrete, asphalt, and rock or storage of concrete rubble or asphalt rubble (unfinished product).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2. The property shall not be used in whole or in part for storage of rubbish or debris of any kind whatsoever nor for the storage of any property or items that will cause such lot to appear untidy, unclean or unsightly as determined by the Zoning Administrator; nor shall any substance, item or material be kept on any lot that will emit foul odors, including compost sites and fertilizer.
3. The total number of off-premise signs within this property is three. Off-premise signs must be spaced not less than 1200 feet apart in every direction. Off-premise signs may be static or digital.
4. For the purpose of sign regulation, this property is not considered "adjacent to Interstate."
5. The maximum height of any off-premise sign is limited to 35 feet.
6. The maximum sign face area of any off-premise sign is limited to 300 square feet.
7. All vehicular access, parking, and outdoor storage areas must be paved. Gravel will not be allowed as a surface for parking, driving, or outdoor storage.

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

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:

August 4, 2025

10

To: Board of City Commissioners
From: Steven Sprague, City Auditor
Re: Bismarck Tavern

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board met on July 16, 2025 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established administrative penalty, compliance check failure service to a minor. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the administrative penalty (\$500 fine, first failure) to the liquor license violations identified at Bismarck Tavern



August 4, 2025

11

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Empire Tavern

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board met on July 16, 2025 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established administrative penalty, compliance check failure service to a minor. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the administrative penalty (\$500 fine, first failure) to the liquor license violations identified at Empire Tavern

August 4, 2025

12

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Chili's

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board met on July 16, 2025 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established administrative penalty, compliance check failure service to a minor. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the administrative penalty (\$500 fine, first failure) to the liquor license violations identified at Chili's



August 4, 2025

13

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Applebee's 45th

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board met on July 16, 2025 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established administrative penalty, compliance check failure service to a minor. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the administrative penalty (\$500 fine, first failure) to the liquor license violations identified at Applebee's 45th

August 4, 2025

14

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Applebee's North

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board met on July 16, 2025 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established administrative penalty, compliance check failure service to a minor. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the administrative penalty (\$500 fine, first failure) to the liquor license violations identified at Applebee's North



August 4, 2025

15

To: Board of City Commissioners

From: Steven Sprague, City Auditor

Re: Applebee's 13th

The above named licensee has been provided a notice by the City Auditor's office of a liquor license compliance violation under section 25-1509 of the Fargo Municipal Code. The Liquor Control Board met on July 16, 2025 at 1:30 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

The Liquor Control Board concurred with the Police Department and Auditor's office and recommended following the established administrative penalty, compliance check failure service to a minor. This is a first compliance check failure, the penalty is \$500. The licensee agreed with the findings and has chosen not to appeal the finding.

Recommended Motion

Agree with the findings of staff and the Liquor Control Board and apply the administrative penalty (\$500 fine, first failure) to the liquor license violations identified at Applebee's 13th



MEMORANDUM

16

TO: Board of City Commission

FROM: Steven Sprague, City Auditor

SUBJECT: New Liquor License Classification

DATE: August 4, 2025

The Liquor Control Board received a request from a liquor licensee to create a limited off sale liquor license that would be an add on license in addition to the primary license. This license would have a limited footprint as well as other restrictions. The intent of the license is to make for a more convenient experience for the customer.

The Liquor Control Board requested that any ordinance that is developed come back to Liquor Control for final review

Recommended Motion:

Move to direct the City Attorney to work with the City Auditor to create the conditions where an add on limited off sale liquor license would be appropriate. The proposed ordinance would be reviewed by Liquor Control Board before presenting to the City Commission for final adoption.



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

179

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 Football Team		Dates of Activity (Does not include dates for the sales of tickets) August 12, 2025	
Organization or Group Contact Person Dan Kielty	E-mail ddkielty@gmail.com	Telephone Number 701-204-8142	
Business Address 801 17th Ave N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different) 97 28th Ave NE	City Fargo	State ND	ZIP Code 58102

SITE INFO

Site Name El Zagal Shrine		County Cass	
Site Physical Address 1429 3rd St N	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Meat Raffle - August 12, 2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Meat Raffle	Variety of packages of meats	8 pkgs @ \$50 each
	Total (limit \$40,000 per year)	\$ 400.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Dan Kielty	Telephone Number 701-204-8142	E-mail Address ddkielty@gmail.com
Signature of Organization Group's Permit Organizer 	Title Football Senior Parent	Date 7/29/25



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

17b

Applying for (check one)

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

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

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

ORGANIZATION INFO

Name of Organization or Group North Dakota Long Term Care Association		Dates of Activity (Does not include dates for the sales of tickets) September 25, 2025	
Organization or Group Contact Person Belma Chpeljac	E-mail belma@ndltca.org	Telephone Number 701-354-9775	
Business Address 1900 N 11th Street	City Bismarck	State ND	ZIP Code 58501
Mailing Address (if different) Same	City	State	ZIP Code

SITE INFO

Site Name Holiday Inn, Fargo		County	
Site Physical Address 3803 13th Ave South	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) September 25, 2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	15 Gift Baskets at \$100 each	\$1,500.00
Total (limit \$40,000 per year)		\$ 1,500.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Belma Chpeljac	Telephone Number 701-354-9775	E-mail Address belma@ndltca.org
Signature of Organization Group's Permit Organizer 	Title President	Date 07/14/25



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

170

pd

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group St. John Paul II Catholic Schools		Dates of Activity (Does not include dates for the sales of tickets) 04/25/2026	
Organization or Group Contact Person Liz Bassett		E-mail liz.bassett@jp2schools.org	
Business Address 5600 25th Street S		City Fargo	State ND
Mailing Address (if different)		City	State
		State ND	ZIP Code 58104

SITE INFO

Site Name Delta Hotels by Marriott		County Cass	
Site Physical Address 1635 42nd Street SW		City Fargo	State ND
		State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle drawing on April 25, 2026 at our annual gala			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Catholic Tuition Raffle	\$ 7,000.00
Total (limit \$40,000 per year)		\$ 7,000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Support JP2 Catholic Schools daily operational needs

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 SEN 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 Liz Bassett	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer 	Title Special Events Coordinator	Date 07/23/2025



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

18

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

Full, Legal Name of Gaming Organization

North Dakota Association for The Disabled, Inc.

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

Name of Location

Lil Jimmy's

Street

2603 Kirsten Lane S

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

09/01/2025

Ending Date(s) Authorized

06/30/2030- 2026

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

1

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

Gaming will be conducted in the entire bar (excluding restrooms).

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐ Bingo

☐ Club Special

☒ Sports Pools

☐ **ELECTRONIC** Quick Shot Bingo

☐ Tip Board

☐ Twenty-One

☒ Raffles

☐ Seal Board

☐ Poker

☐ **ELECTRONIC** 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☐ Pull Tab Jar

☒ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☐ Paddlewheel Table

☒ **ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

8/4/2025

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

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

19

Type: Developer Agreement

Location: Northdale First Addition

Date of Hearing: 6/30/2025

Routing

City Commission

PWPEC File

Project File

Date

8/4/25

X

Nathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Developer Agreement with Eastdale, LLC permitting three access points from Cass County Highway 81 (CR81). Due to timing of future improvements to CR81, the Developer is agreeing to waive their right to protest future improvements.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of the Developer Agreement for Northdale First Addition.

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

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



Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: June 24, 2025
Re: Developer Agreements for Northdale First Addition

Background:

The Northdale First Addition involves the platting of a single lot located at the northwest corner of the intersection of Cass County Highway 81 (CR81) and 40th Avenue North.

Staff has coordinated with the Developer regarding future access points to the Northdale First Addition from CR81. As a result, the Developer will be permitted three access points from CR81. Initially, all three access points will allow full turning movements for all vehicles. However, as traffic volumes on CR81 increase, the southernmost driveway will be restricted to only allow right turn into the Development Property and right turn out of the Development Property. The decision on when the alteration of the turning movements at this driveway is necessary shall be at the sole discretion of the City.

Because the timing of future improvements to CR81, including adjustments to the southernmost driveway access are unknown, the Agreement includes the Developer agreeing to waive the right to protest future CR81 improvements.

Attached with this Memorandum is the full Developer Agreement, which outlines all terms and conditions.

Recommended Motion:

Approve the Developer Agreements for the Northdale First Addition.

NAB/klb
Attachment

Developer Agreement

This Agreement, made and entered into between Eastdale, LLC, (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title, and interest in the Development Property, known as Lot 1 in Block 1 of the Northdale First Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. The Development Property will have three connections to Cass County Highway 81, which shall be located within the three 40-foot breaks in the negative access easement as depicted on the Northdale First Addition plat.
3. Developer agrees the connection of the southernmost driveway to Cass County Highway 81 will initially allow all vehicle turning movements at this location. Though as traffic volumes on Cass County Highway 81 increase, the turning movements of the southernmost driveway will be limited to only allow for right turn into the Development Property and right turn out of the Development Property. The decision on when the alteration of the turning movements at this location is necessary shall be at the sole discretion of the City.
4. City shall complete street construction and improvements of Cass County Highway 81 at a future date to be determined by the City (the “Future Project”), which shall be determined at the sole discretion of the City. The funding of these future Cass County Highway 81 improvements will follow the City’s Infrastructure Policy in effect at the time of creation of the improvement district for the Future Project.

5. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Future Project and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Future Project. The project costs which may be assessed against the Development Property, which will be in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, include all costs of completing the construction of the Future Project.
6. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchaser of any portion of the Development Property of the existence and content of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.
7. The parties hereby agree that this Agreement may be recorded against the Development Property.
8. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
9. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
10. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

11. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
12. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Eastdale, LLC

Dated: 6-17-25



By: Scott Reek

Its: CEO

STATE OF North Dakota)
) ss.
COUNTY OF Grand Forks)

On this 17 day of JUNE, 2025, before me, a notary public in and for said county and state, personally appeared Scott Reek, an authorized signatory of Eastdale, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Notary Public

Cass County, ND

My Commission expires: 6/14/27

(SEAL)



City of Fargo, a municipal corporation

Dated: _____

Timothy J. Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

20

Improvement District No. BR-26-H1

Type: Incentive/Disincentive

Location: 32nd Ave S, 15th St – Red River

Date of Hearing: 7/28/2025

<u>Routing</u>	<u>Date</u>
City Commission	8/4/2025
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding an incentive for Improvement District No. BR-26-H1.

This project is scheduled for a bid opening in either late 2025 or early 2026 with a Substantial Completion Date of October 9, 2026 and a Final Completion Date of November 6, 2026. The project isn't as large as previous projects, but is just as complex and affects 2 major roadways, 32nd Avenue South and University Drive South, with an estimated construction cost of nearly \$9,476,000. The project includes a full street reconstruction from 15th Street South to the Red River and is broken down into 2 phases.

Staff is recommending approval of an incentive of up to \$150,000 for this project. The incentive will be based on \$5,000 per day for up to 30 days.

On a motion by Brenda Derrig, seconded by Ryan Erickson, the Committee voted to recommend approval of the incentive for Improvement District No. BR-26-H1.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the incentive for Improvement District No. BR-26-H1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax

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

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Nathan Boerboom, PE
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: July 28, 2025
Re: Improvement District No. BR-26-H1 - Incentives/Disincentives
32nd Avenue South Reconstruction (22nd Street South to 15th Street South)

Background:

In keeping with our commitment to make recommendations regarding incentives/disincentives for projects that impact arterial roadways, I am forwarding the following project recommendation for your consideration.

The project in question is on 32nd Avenue South between 15th Street and the Red River, Improvement District No. BR-26-H1, Grading, Salvaged Base, PCC Pavement, Storm Sewer, Water Main, Traffic Signals, Lighting, and Shared Use Path.

This project is scheduled for a bid opening in either late 2025 or early 2026 with a Substantial Completion Date of October 9, 2026, and a Final Completion Date of November 6, 2026. The project isn't as large as the previous projects, but is just as complex and affects 2 major roadways in town with an estimated construction cost of nearly \$9,476,000 and a distance of approximately 0.298 miles. The project includes a full street reconstruction from 15th Street to the Red River, and is broken down into 2 main phases.

Recommended Motion:

Staff believes that a \$150,000 incentive should apply to this project.

EBH/klb

Attachments:

- PSE Construction Estimate

ENGINEER'S OPINION OF COST
NDDOT TMA-SU-8-984(180) PCN 24150; CITY BR-26-H1
FARGO 32ND AVENUE SOUTH - 15TH ST S TO LS #27
PS&E SUBMITALL 06/18/2025

SPEC	CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE	TMA-SU-8-984(180)		DRAINAGE		100% CITY		TOTAL	
					PARTICIPATING		FEDERAL 74% - CITY 26%		NON-PARTICIPATING			
					QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
103	0100	CONTRACT BOND	L SUM	\$ 71,000.00	0.80	\$ 56,800.00	-	-	0.20	\$ 14,200.00	1	\$ 71,000.00
108	0001	CRITICAL PATH METHOD SCHEDULE	L SUM	\$ 15,000.00	1	\$ 15,000.00	-	-	-	-	1	\$ 15,000.00
201	0370	REMOVAL OF TREES 10IN	EA	\$ 800.00	11	\$ 8,800.00	-	-	-	-	11	\$ 8,800.00
202	0136	REMOVAL OF PAVEMENT	TON	\$ 40.00	6,522	\$ 260,880.00	-	-	-	-	6,522	\$ 260,880.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	\$ 60.00	3,579	\$ 214,740.00	-	-	1,351	\$ 81,060.00	4,930	\$ 295,800.00
202	0210	REMOVAL OF MANHOLES	EA	\$ 2,500.00	8	\$ 20,000.00	-	-	11	\$ 27,500.00	19	\$ 47,500.00
202	0235	REMOVAL OF CATCH BASIN	EA	\$ 700.00	-	-	-	-	20	\$ 14,000.00	20	\$ 14,000.00
202	0277	REMOVAL OF LIFT STATION	L SUM	\$ 30,000.00	1	\$ 30,000.00	-	-	-	-	1	\$ 30,000.00
203	0101	COMMON EXCAVATION-TYPE A	CY	\$ 20.00	7,010	\$ 140,200.00	-	-	-	-	7,010	\$ 140,200.00
203	0109	TOPSOIL	CY	\$ 40.00	829	\$ 33,160.00	-	-	-	-	829	\$ 33,160.00
203	0138	COMMON EXCAVATION-SUBCUT	CY	\$ 25.00	700	\$ 17,500.00	-	-	-	-	700	\$ 17,500.00
216	0100	WATER	M GAL	\$ 20.00	449	\$ 8,980.00	-	-	-	-	449	\$ 8,980.00
230	0165	SUBGRADE PREPARATION-TYPE A-12IN	STA	\$ 3,500.00	15	\$ 52,500.00	-	-	-	-	15	\$ 52,500.00
251	0300	SEEDING CLASS III	ACRE	\$ 8,000.00	1.17	\$ 9,360.00	-	-	-	-	1.17	\$ 9,360.00
251	2000	TEMPORARY COVER CROP	ACRE	\$ 300.00	1.33	\$ 399.00	-	-	-	-	1.33	\$ 399.00
253	0201	HYDRAULIC MULCH	ACRE	\$ 4,500.00	2.50	\$ 11,250.00	-	-	-	-	2.50	\$ 11,250.00
261	0112	FIBER ROLLS 12IN	LF	\$ 4.50	232	\$ 1,044.00	-	-	-	-	232	\$ 1,044.00
261	0113	REMOVE FIBER ROLLS 12IN	LF	\$ 1.50	232	\$ 348.00	-	-	-	-	232	\$ 348.00
302	0050	TRAFFIC SERVICE AGGREGATE	TON	\$ 40.00	340	\$ 13,600.00	-	-	-	-	340	\$ 13,600.00
302	0101	SALVAGED BASE COURSE	CY	\$ 70.00	5,256	\$ 367,920.00	-	-	-	-	5,256	\$ 367,920.00
302	9970	TYPE II PIPE BEDDING	CY	\$ 35.00	100	\$ 3,500.00	-	-	-	-	100	\$ 3,500.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	TON	\$ 400.00	250	\$ 100,000.00	-	-	-	-	250	\$ 100,000.00
550	0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	\$ 120.00	11,005	\$ 1,320,600.00	-	-	-	-	11,005	\$ 1,320,600.00
702	0100	MOBILIZATION	L SUM	\$ 470,000.00	0.80	\$ 376,000.00	-	-	0.20	\$ 94,000.00	1	\$ 470,000.00
704	0100	FLAGGING	MHR	\$ 55.00	1,260	\$ 69,300.00	-	-	-	-	1,260	\$ 69,300.00
704	1000	TRAFFIC CONTROL SIGNS	UNIT	\$ 7.00	3,688	\$ 25,816.00	-	-	-	-	3,688	\$ 25,816.00
704	1052	TYPE III BARRICADE	EA	\$ 165.00	106	\$ 17,490.00	-	-	-	-	106	\$ 17,490.00
704	1054	SIDEWALK BARRICADE	EA	\$ 120.00	13	\$ 1,560.00	-	-	-	-	13	\$ 1,560.00
704	1058	PEDESTRIAN WALKWAY	LF	\$ 50.00	100	\$ 5,000.00	-	-	-	-	100	\$ 5,000.00
704	1060	DELINEATOR DRUMS	EA	\$ 45.00	361	\$ 16,245.00	-	-	-	-	361	\$ 16,245.00
704	1067	TUBULAR MARKERS	EA	\$ 10.00	5	\$ 50.00	-	-	-	-	5	\$ 50.00
704	1072	FLEXIBLE DELINEATORS	EA	\$ 100.00	6	\$ 600.00	-	-	-	-	6	\$ 600.00
704	1087	SEQUENCING ARROW PANEL-TYPE C	EA	\$ 2,000.00	3	\$ 6,000.00	-	-	-	-	3	\$ 6,000.00
704	2108	TEMPORARY CURB RAMP	EA	\$ 600.00	2	\$ 1,200.00	-	-	-	-	2	\$ 1,200.00
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	EA	\$ 5,000.00	3	\$ 15,000.00	-	-	-	-	3	\$ 15,000.00
706	0400	FIELD OFFICE	EA	\$ 30,000.00	1	\$ 30,000.00	-	-	-	-	1	\$ 30,000.00
708	1531	INLET PROTECTION-FIBER ROLL 12IN	EA	\$ 200.00	3	\$ 600.00	-	-	-	-	3	\$ 600.00
708	1533	REMOVAL INLET PROTECTION-FIBER ROLL 12IN	EA	\$ 50.00	3	\$ 150.00	-	-	-	-	3	\$ 150.00
708	1540	INLET PROTECTION-SPECIAL	EA	\$ 225.00	58	\$ 13,050.00	-	-	-	-	58	\$ 13,050.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	EA	\$ 25.00	58	\$ 1,450.00	-	-	-	-	58	\$ 1,450.00
709	0100	GEOSYNTHETIC MATERIAL TYPE G	SY	\$ 5.00	13,065	\$ 65,325.00	-	-	-	-	13,065	\$ 65,325.00
714	0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	\$ 160.00	-	-	511	\$ 81,760.00	-	-	511	\$ 81,760.00
714	0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	\$ 190.00	-	-	90	\$ 17,100.00	-	-	90	\$ 17,100.00

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SPEC	CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE	TMA-SU-8-984(180)		DRAINAGE		100% CITY		TOTAL	
					PARTICIPATING		FEDERAL 74% CITY 26%		NON-PARTICIPATING			
					QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
714	0405	PIPE CONC REINF 21IN CL III-STORM DRAIN	LF	\$ 220.00	-	-	40	\$ 8,800.00	-	-	40	\$ 8,800.00
714	0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	\$ 240.00	-	-	70	\$ 16,800.00	-	-	70	\$ 16,800.00
714	0710	PIPE CONC REINF 27IN CL III-STORM DRAIN	LF	\$ 300.00	-	-	72	\$ 21,600.00	-	-	72	\$ 21,600.00
714	0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	\$ 550.00	-	-	60	\$ 33,000.00	-	-	60	\$ 33,000.00
714	0870	PIPE CONC REINF 33IN CL III-STORM DRAIN	LF	\$ 600.00	-	-	6	\$ 3,600.00	-	-	6	\$ 3,600.00
714	1010	PIPE CONC REINF 42IN CL III-STORM DRAIN	LF	\$ 700.00	-	-	28	\$ 19,600.00	-	-	28	\$ 19,600.00
714	1110	PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	\$ 800.00	-	-	64	\$ 51,200.00	-	-	64	\$ 51,200.00
714	1312	PIPE CONC REINF 60IN CL III-STORM DRAIN	LF	\$ 1,000.00	-	-	172	\$ 172,000.00	-	-	172	\$ 172,000.00
714	1611	PIPE CONC REINF 78IN CL III-STORM DRAIN	LF	\$ 1,260.00	-	-	1,419	\$ 1,787,940.00	-	-	1,419	\$ 1,787,940.00
714	7036	PIPE PVC 18IN	LF	\$ 400.00	-	-	21	\$ 8,400.00	-	-	21	\$ 8,400.00
714	9655	INSTALL PIPE-ALL TYPES & SIZES	LF	\$ 200.00	-	-	6	\$ 1,200.00	-	-	6	\$ 1,200.00
714	9680	PLUG PIPE-ALL TYPES & SIZES	EA	\$ 1,500.00	-	-	-	-	2	\$ 3,000.00	2	\$ 3,000.00
714	9696	EDGEDRAIN NON PERMEABLE BASE	LF	\$ 15.00	3,714	\$ 55,710.00	-	-	-	-	3,714	\$ 55,710.00
722	0080	SADDLE MANHOLE	EA	\$ 16,000.00	-	-	4	\$ 64,000.00	-	-	4	\$ 64,000.00
722	0100	MANHOLE 48IN	EA	\$ 7,500.00	-	-	2	\$ 15,000.00	-	-	2	\$ 15,000.00
722	0110	MANHOLE 60IN	EA	\$ 10,000.00	-	-	1	\$ 10,000.00	-	-	1	\$ 10,000.00
722	0140	MANHOLE 96IN	EA	\$ 30,000.00	-	-	6	\$ 180,000.00	-	-	6	\$ 180,000.00
722	0202	MANHOLE 120IN	EA	\$ 40,000.00	-	-	4	\$ 160,000.00	-	-	4	\$ 160,000.00
722	0300	MANHOLE SANITARY	EA	\$ 16,000.00	-	-	-	-	11	\$ 176,000.00	11	\$ 176,000.00
722	2500	MANHOLE SPECIAL	EA	\$ 50,000.00	-	-	2	\$ 100,000.00	-	-	2	\$ 100,000.00
722	3510	INLET-TYPE 2	EA	\$ 4,500.00	-	-	10	\$ 45,000.00	-	-	10	\$ 45,000.00
722	3520	INLET-TYPE 2 DOUBLE	EA	\$ 7,000.00	-	-	6	\$ 42,000.00	-	-	6	\$ 42,000.00
722	3766	INLET SPECIAL-TYPE 2 72IN	EA	\$ 14,000.00	-	-	1	\$ 14,000.00	-	-	1	\$ 14,000.00
722	3768	INLET SPECIAL-TYPE 2 84IN	EA	\$ 18,000.00	-	-	1	\$ 18,000.00	-	-	1	\$ 18,000.00
722	4005	INLET CATCH BASIN	EA	\$ 4,500.00	-	-	3	\$ 13,500.00	-	-	3	\$ 13,500.00
722	6160	ADJUST INLET	EA	\$ 1,000.00	-	-	1	\$ 1,000.00	-	-	1	\$ 1,000.00
724	0210	FITTINGS-DUCTILE IRON	LBS	\$ 20.00	-	-	-	-	3,449	\$ 68,980.00	3,449	\$ 68,980.00
724	0270	REMOVE GATE VALVE & BOX	EA	\$ 700.00	-	-	-	-	12	\$ 8,400.00	12	\$ 8,400.00
724	0300	GATE VALVE & BOX 6IN	EA	\$ 3,000.00	-	-	-	-	4	\$ 12,000.00	4	\$ 12,000.00
724	0310	GATE VALVE & BOX 8IN	EA	\$ 5,000.00	-	-	-	-	1	\$ 5,000.00	1	\$ 5,000.00
724	0314	GATE VALVE & BOX 12IN	EA	\$ 4,000.00	-	-	-	-	2	\$ 8,000.00	2	\$ 8,000.00
724	0315	GATE VALVE & BOX 10IN	EA	\$ 4,800.00	-	-	-	-	1	\$ 4,800.00	1	\$ 4,800.00
724	0410	HYDRANT-INSTALL SIN	EA	\$ 7,900.00	-	-	-	-	3	\$ 23,700.00	3	\$ 23,700.00
724	0430	REMOVE HYDRANT	EA	\$ 1,000.00	-	-	-	-	3	\$ 3,000.00	3	\$ 3,000.00
724	0670	TEMPORARY WATER SERVICE	L SUM	\$ 75,000.00	-	-	-	-	1	\$ 75,000.00	1	\$ 75,000.00
724	0810	WATERMAIN 6IN PVC	LF	\$ 130.00	-	-	-	-	81	\$ 10,530.00	81	\$ 10,530.00
724	0830	WATERMAIN 8IN PVC	LF	\$ 160.00	-	-	-	-	127	\$ 20,320.00	127	\$ 20,320.00
724	0840	WATERMAIN 10IN PVC	LF	\$ 170.00	-	-	-	-	108	\$ 18,360.00	108	\$ 18,360.00
724	0850	WATERMAIN 12IN PVC	LF	\$ 180.00	-	-	-	-	109	\$ 19,620.00	109	\$ 19,620.00
724	0852	WATERMAIN 16IN PVC	LF	\$ 225.00	-	-	-	-	895	\$ 201,375.00	895	\$ 201,375.00
724	5040	SANITARY SEWER SERVICE CONNECTION	EA	\$ 3,500.00	-	-	-	-	2	\$ 7,000.00	2	\$ 7,000.00
724	5048	PIPE PVC 6IN SEWER	LF	\$ 200.00	-	-	-	-	89	\$ 17,800.00	89	\$ 17,800.00
724	5050	PIPE PVC 8IN SEWER	LF	\$ 250.00	-	-	-	-	519	\$ 129,750.00	519	\$ 129,750.00
724	5100	PIPE PVC 10IN SEWER	LF	\$ 300.00	-	-	-	-	179	\$ 53,700.00	179	\$ 53,700.00
724	5150	PIPE PVC 12IN SEWER	LF	\$ 350.00	-	-	-	-	560	\$ 196,000.00	560	\$ 196,000.00
724	5160	PIPE PVC 18IN SEWER	LF	\$ 400.00	-	-	-	-	183	\$ 73,200.00	183	\$ 73,200.00
748	0140	CURB & GUTTER-TYPE I	LF	\$ 30.00	1,366	\$ 40,980.00	-	-	-	-	1,366	\$ 40,980.00
748	0190	CURB & GUTTER-TYPE I 30IN	LF	\$ 35.00	3,688	\$ 129,080.00	-	-	-	-	3,688	\$ 129,080.00
748	0520	CURB-TYPE I	LF	\$ 120.00	34	\$ 4,080.00	-	-	-	-	34	\$ 4,080.00

Page 66		ITEM DESCRIPTION	UNIT	UNIT PRICE	TMA-SU-8-984(180)		DRAINAGE		100% CITY		TOTAL	
SPEC	CODE				PARTICIPATING		FEDERAL 74% - CITY 26%		NON-PARTICIPATING		QUANTITY	COST
					QUANTITY	COST	QUANTITY	COST	QUANTITY	COST		
750	0030	PIGMENTED IMPRINTED CONCRETE	SY	\$ 200.00	787	\$ 157,400.00	-	-	-	-	787	\$ 157,400.00
750	0120	SIDEWALK CONCRETE SIN REINF	SY	\$ 70.00	2,282	\$ 159,740.00	-	-	-	-	2,282	\$ 159,740.00
750	0140	SIDEWALK CONCRETE 6IN	SY	\$ 75.00	161	\$ 12,075.00	-	-	-	-	161	\$ 12,075.00
750	0210	CONCRETE MEDIAN NOSE PAVING	SY	\$ 200.00	35	\$ 7,000.00	-	-	-	-	35	\$ 7,000.00
750	1000	DRIVEWAY CONCRETE	SY	\$ 100.00	396	\$ 39,600.00	-	-	-	-	396	\$ 39,600.00
750	2115	DETECTABLE WARNING PANELS	SF	\$ 65.00	334	\$ 21,710.00	-	-	-	-	334	\$ 21,710.00
752	0911	TEMPORARY SAFETY FENCE	LF	\$ 6.00	600	\$ 3,600.00	-	-	-	-	600	\$ 3,600.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	\$ 40.00	118	\$ 4,720.00	-	-	-	-	118	\$ 4,720.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	\$ 40.00	181	\$ 7,240.00	-	-	-	-	181	\$ 7,240.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	\$ 20.00	309	\$ 6,180.00	-	-	-	-	309	\$ 6,180.00
754	0592	RESET SIGN PANEL	EA	\$ 100.00	5	\$ 500.00	-	-	-	-	5	\$ 500.00
762	0112	EPOXY PVMT MK MESSAGE	SF	\$ 20.00	255	\$ 5,100.00	-	-	-	-	255	\$ 5,100.00
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	\$ 40.00	590	\$ 23,600.00	-	-	-	-	590	\$ 23,600.00
762	0440	SHORT TERM MESSAGE-TYPE R	SF	\$ 70.00	32	\$ 2,240.00	-	-	-	-	32	\$ 2,240.00
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	\$ 10.00	1,746	\$ 17,460.00	-	-	-	-	1,746	\$ 17,460.00
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	\$ 15.00	2,912	\$ 43,680.00	-	-	-	-	2,912	\$ 43,680.00
762	1317	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	LF	\$ 40.00	280	\$ 11,200.00	-	-	-	-	280	\$ 11,200.00
762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	\$ 50.00	890	\$ 44,500.00	-	-	-	-	890	\$ 44,500.00
762	1344	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	LF	\$ 15.00	190	\$ 2,850.00	-	-	-	-	190	\$ 2,850.00
770	0001	LIGHTING SYSTEM	EA	\$ 100,000.00	1	\$ 100,000.00	-	-	-	-	1	\$ 100,000.00
770	4501	TEMPORARY LIGHTING SYSTEM	EA	\$ 7,500.00	1	\$ 7,500.00	-	-	-	-	1	\$ 7,500.00
770	4567	REMOVE LIGHTING SYSTEM	EA	\$ 15,000.00	1	\$ 15,000.00	-	-	-	-	1	\$ 15,000.00
772	2810	TEMPORARY TRAFFIC SIGNALS	EA	\$ 75,000.00	1	\$ 75,000.00	-	-	-	-	1	\$ 75,000.00
772	9200	IT SYSTEM	EA	\$ 65,000.00	1	\$ 65,000.00	-	-	-	-	1	\$ 65,000.00
772	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	EA	\$ 350,000.00	1	\$ 350,000.00	-	-	-	-	1	\$ 350,000.00
772	9812	TRAFFIC SIGNAL SYSTEM - SITE 2	EA	\$ 400,000.00	1	\$ 400,000.00	-	-	-	-	1	\$ 400,000.00
910	0800	PIPE JOINT REPAIR	EA	\$ 5,000.00	-	-	2	\$ 10,000.00	-	-	2	\$ 10,000.00
970	0001	LANDSCAPING APPURTENANCES	L SUM	\$ 20,000.00	1	\$ 20,000.00	-	-	-	-	1	\$ 20,000.00
970	0074	WOOD MULCH	CY	\$ 150.00	14	\$ 2,100.00	-	-	-	-	14	\$ 2,100.00
970	0300	BENCH	EA	\$ 1,000.00	2	\$ 2,000.00	-	-	-	-	2	\$ 2,000.00
970	1025	REPLANT TREES	EA	\$ 1,000.00	12	\$ 12,000.00	-	-	-	-	12	\$ 12,000.00
970	2032	AUTUMN SPLENDOR BUCKEYE	EA	\$ 1,000.00	2	\$ 2,000.00	-	-	-	-	2	\$ 2,000.00
970	2045	AMUR CHOKECHERRY	EA	\$ 900.00	1	\$ 900.00	-	-	-	-	1	\$ 900.00
970	2050	COMMON HACKBERRY	EA	\$ 1,000.00	3	\$ 3,000.00	-	-	-	-	3	\$ 3,000.00
970	2330	BUR OAK	EA	\$ 1,200.00	1.0	\$ 1,200.00	-	-	-	-	1	\$ 1,200.00
970	2392	IVORY SILK LILAC	EA	\$ 1,000.00	1	\$ 1,000.00	-	-	-	-	1	\$ 1,000.00
970	2436	HARVEST GOLD LINDEN	EA	\$ 1,200.00	1	\$ 1,200.00	-	-	-	-	1	\$ 1,200.00
970	2472	PRINCETON ELM	EA	\$ 900.00	3	\$ 2,700.00	-	-	-	-	3	\$ 2,700.00
970	6016	DAYLILIES-CONTAINER	EA	\$ 45.00	484	\$ 21,780.00	-	-	-	-	484	\$ 21,780.00
GRAND TOTAL:					-	\$ 5,214,042.00	-	\$ 2,895,500.00	-	\$ 1,366,295.00	-	\$ 9,475,837.00
FEDERAL FUNDS (CAPPED AT \$x,xxx,xxx.xx):					80.93%	\$ 4,219,724.19	74.00%	\$ 2,142,670.00	-	-	-	\$ 6,362,394.19
CITY FUNDS:					19.07%	\$ 994,317.81	26.00%	\$ 752,830.00	100%	\$ 1,366,295.00	-	\$ 3,113,442.81

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

21

Improvement District No. BR-24-C1 Type: Final Balancing Change Order #1

Location: S Woodcrest Dr N, Lilac Ln to Willow Rd & N Woodcrest Dr N, Willow Rd to Lilac Ln Date of Hearing: 7/28/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/4/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Final Balancing Change Order #1 in the amount of \$68,999.04, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$68,999.04, bringing the total contract amount to \$4,966,815.29.

On a motion by Brenda Derrig, seconded by Donald Kress, the Committee voted to recommend approval of Final Balancing Change Order #1 to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$68,999.04, bringing the total contract amount to \$4,966,815.29 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW, Water, Storm, Traffic/St Lt, Sales Tax & Special Assessments

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

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: July 28, 2025
Re: Improvement District No. BR-24-C1 – Final Balancing Change Order #1

Background:

Improvement District No. BR-24-C1 is for the Paving and Utility Rehab/Reconstruction of South Woodcrest Drive North from Lilac Lane North to Willow Road North & North Woodcrest Drive North from Willow Road North to Lilac Lane North.

Attached is the final balancing change order for the project. Extra items were as follows:

- 106.5 LF of 8" sanitary sewer main was replaced in the cul-de-sac. This pipe was in poor condition and needed to be replaced. The total for this removal and replacement is \$18,105.
- Nine mailboxes were removed and reset with the post support concrete 6" below topsoil at a cost of \$4,158.
- A section of existing PVC storm pipe was removed and replaced NW of structure ST-2.1. The top of the pipe was previously damaged and needed to be replaced. The total for this removal and replacement is \$1,055.70.
- On the plans we had an incorrect removal elevation for abandoning the old storm sewer lift station on the VA property. We needed to remove the top 10' of the lift station structure and gateway structure. The total for this is \$16,500.

Recommended Motion:

Approve Final Balancing Change Order #1 in the amount of \$68,999.04. The original contract amount is \$4,897,816.25 bringing the final contract amount to \$4,966,815.29.

RJH/klb
Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-C1

Final Balancing
Change Order

**SOUTH WOODCREST DRIVE NORTH FROM LILAC LANE NORTH TO WILLOW ROAD
 NORTH & NORTH WOODCREST DRIVE NORTH FROM WILLOW ROAD NORTH TO
 LILAC LANE NORTH.**

Change Order No 1 **Change Order Date** 6/11/2024
Contractor Master Construction Co Inc

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

EXPLANATION OF CHANGE Change Order # 1
 Final balancing change order.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	1150		1150	-4.9	1145.1	\$10.00	-\$49.00
	2	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1069		1069	41.6	1110.6	\$115.00	\$4,784.00
	3	Bore Pipe SDR 26 - 6" Dia PVC	LF	80		80	-56.5	23.5	\$100.00	-\$5,650.00
	4	Connect Sewer Service	EA	54		54	1	55	\$4,000.00	\$4,000.00

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 (\$)
	6	Eliminate Sewer Service	EA	1		1	1	2	\$3,500.00	\$3,500.00
Sanitary Sewer Sub Total										\$6,585.00
Water Main	10	Remove Pipe All Sizes All Types	LF	3059		3059	86	3145	\$10.00	\$860.00
	11	Remove Pipe Asbestos Cement	LF	1866		1866	-176	1690	\$20.00	-\$3,520.00
	12	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	92		92	9.4	101.4	\$125.00	\$1,175.00
	13	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2977		2977	12	2989	\$140.00	\$1,680.00
	16	Bore Pipe 1" Dia Water Service	LF	324		324	-47.5	276.5	\$77.00	-\$3,657.50
	17	F&I Pipe w/GB 1" Dia Water Service	LF	1297		1297	187.5	1484.5	\$96.00	\$18,000.00
	18	Rem & Repl CS & Box 1" Dia	EA	53		53	2	55	\$1,400.00	\$2,800.00

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 (\$)
	19	Connect Water Service	EA	53		53	2	55	\$820.00	\$1,640.00
	20	Furnish Temp Water Svc	EA	53		53	1	54	\$500.00	\$500.00
	22	F&I Casting Water Service	EA	9		9	-4	5	\$225.00	-\$900.00
	Water Main Sub Total									\$18,577.50
Paving	27	F&I Edge Drain 4" Dia PVC	LF	5942		5942	42.8	5984.8	\$11.50	\$492.20
	28	F&I Curb & Gutter Mountable (Type I)	LF	5942		5942	42.8	5984.8	\$30.00	\$1,284.00
	29	Remove Curb & Gutter	LF	5937		5937	47.8	5984.8	\$7.75	\$370.45
	30	F&I Sidewalk 4" Thick Reinf Conc	SY	2607		2607	-36.02	2570.98	\$62.00	-\$2,233.24
	31	F&I Sidewalk 6" Thick Reinf Conc	SY	46		46	-0.8	45.2	\$68.00	-\$54.40

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 (\$)
	32	Remove Sidewalk All Thicknesses All Types	SY	2353		2353	47.2	2400.2	\$10.00	\$472.00
	33	F&I Driveway 6" Thick Reinf Conc	SY	2470		2470	217.3	2687.3	\$74.00	\$16,080.20
	34	Remove Driveway All Thicknesses All Types	SY	2473		2473	-20.46	2452.54	\$12.00	-\$245.52
	35	F&I Det Warn Panels Cast Iron	SF	90		90	-10	80	\$60.00	-\$600.00
	36	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3700		3700	189.25	3889.25	\$101.00	\$19,114.25
	41	Boulevard Grading	SY	9500		9500	697.9	10197.9	\$4.00	\$2,791.60
	45	Rem & Repl Casting - Self Leveling	EA	10		10	1	11	\$1,990.00	\$1,990.00
									Paving Sub Total	\$39,461.54
Miscellaneous	49	Relocate Mailbox	EA	43		43	1	44	\$550.00	\$550.00

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 (\$)
	50	Remove Tree	EA	10		10	-9	1	\$900.00	-\$8,100.00
	51	Mulching Type 1 Hydro	SY	4800		4800	5442	10242	\$1.70	\$9,251.40
	52	Seeding Type C	SY	4800		4800	5442	10242	\$2.75	\$14,965.50
	53	Weed Control Type B	SY	4800		4800	-4800	0	\$0.10	-\$480.00
	56	Inlet Protection - New Inlet	EA	15		15	-4	11	\$275.00	-\$1,100.00
	57	Inlet Protection - Existing Inlet	EA	9		9	12	21	\$225.00	\$2,700.00
	59	F&I Decid Tree 1.5" Dia	EA	10		10	-10	0	\$1,000.00	-\$10,000.00
	60	Irrigation Repair	EA	30		30	-14	16	\$925.00	-\$12,950.00
		Miscellaneous Sub Total								-\$5,163.10
Flood Mitigation	63	Remove Pipe All Sizes All Types	LF	415.99999999999994		415.99999999999994	122.8	538.8	\$21.00	\$2,578.80

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	66	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	195		195	14.5	209.5	\$225.00	\$3,262.50
	68	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100		100	-100	0	\$10.00	-\$1,000.00
	71	Remove Pipe All Sizes All Types	LF	2569		2569	21.5	2590.5	\$21.00	\$451.50
	72	Remove Pavement All Thicknesses All Types	SY	250		250	-50	200	\$15.00	-\$750.00
	73	F&I Class 5 Agg - 6" Thick	SY	250		250	-50	200	\$12.50	-\$625.00
	74	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	100		100	-69.58	30.42	\$150.00	-\$10,437.00
	77	F&I Manhole 4' Dia Reinf Conc	EA	1		1	-1	0	\$11,000.00	-\$11,000.00

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 (\$)
	78	F&I Manhole 5' Dia Reinf Conc	EA	8		8	1	9	\$12,600.00	\$12,600.00
	79	F&I Manhole 6' Dia Reinf Conc	EA	5		5	2	7	\$17,400.00	\$34,800.00
	80	F&I Manhole 7' Dia Reinf Conc	EA	2		2	-2	0	\$19,800.00	-\$39,600.00
	86	F&I Pipe w/GB 15" Dia Reinf Conc	LF	296		296	0.1	296.1	\$135.00	\$13.50
	87	F&I Pipe w/GB 30" Dia Reinf Conc	LF	400		400	-1	399	\$210.00	-\$210.00
	89	F&I Pipe w/GB 48" Dia Reinf Conc	LF	1218		1218	0.2	1218.2	\$485.00	\$97.00
	92	Silt Curtain	LF	125		125	-125	0	\$30.00	-\$3,750.00
	95	Fill - Import	CY	75		75	118	193	\$40.00	\$4,720.00
	96	Inspection Trench	CY	105		105	30	135	\$15.00	\$450.00
	97	Seeding Type C	SY	6600		6600	-3857	2743	\$1.10	-\$4,242.70

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 (\$)
	98	Weed Control Type B	SY	6600		6600	-6600	0	\$0.10	-\$660.00
	99	Mulching Type 1 Hydro	SY	6600		6600	-3857	2743	\$1.10	-\$4,242.70
	100	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	100		100	-100	0	\$5.00	-\$500.00
	101	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	200		200	-200	0	\$6.00	-\$1,200.00
	102	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	500		500	-320	180	\$7.00	-\$2,240.00
	103	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	100		100	116	216	\$8.00	\$928.00
Flood Mitigation Sub Total										-\$20,556.10
Street Lights	110	F&I Conductor #6 USE Cu	LF	10635		10635	-585	10050	\$2.30	-\$1,345.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	111	F&I Innerduct 1.5" Dia	LF	3436		3436	-86	3350	\$12.25	-\$1,053.50
	115	F&I Conductor #2 USE Cu	LF	969		969	-897	72	\$4.00	-\$3,588.00
	116	F&I Innerduct 2" Dia	LF	323		323	-299	24	\$12.50	-\$3,737.50
		Street Lights Sub Total								-\$9,724.50
Change Order 1	117	Remove Mailbox	EA	0		0	9	9	\$462.00	\$4,158.00
	118	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	0		0	106.5	106.5	\$170.00	\$18,105.00
	119	Modify Lift Station	EA	0		0	1	1	\$16,500.00	\$16,500.00
	120	Repair Pipe 12" Dia	EA	0		0	1	1	\$1,055.70	\$1,055.70
		Change Order 1 Sub Total								\$39,818.70

Summary

Source Of Funding	Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales Tax Funds, Special Assessments.
Net Amount Change Order # 1 (\$)	\$68,999.04
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$4,897,816.25
Total Contract Amount (\$)	\$4,966,815.29

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

APPROVED

For Contractor

Title

Jeffrey A. Quinn
MASTER CONSTRUCTION CO INC
PROJECT MANAGER

APPROVED DATE

Department Head

Mayor

Attest

Not Bob

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

22

Improvement District No. NR-23-C5 Type: Final Balancing Change Order #2

Location: SS LS #3, #10, #12 & #22 Date of Hearing: 7/28/2025

<u>Routing</u>	<u>Date</u>
City Commission	8/4/2025
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Final Balancing Change Order #2 in the amount of \$32,733.49, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$32,733.49, bringing the total contract amount to \$561,425.44.

On a motion by Brenda Derrig, seconded by Donald Kress, the Committee voted to recommend approval of Final Balancing Change Order #2 to Meyer Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$32,733.49, bringing the total contract amount to \$561,425.44 to Meyer Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: SS Utility Funds & Special Assessments

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

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: July 28, 2025
Re: Improvement District No. NR-23-C5 – Final Balancing Change Order #2

Background:

Improvement District No. NR-23-C5 is the general construction contract for modifications & improvements to storm sewer lift stations #3, #10, #12 and to remove old storm lift station #22.

Attached is the Final Balancing Change Order for the general construction contract.

At LS #12 (Site #1) the record drawings for the lift station show a 9' inside diameter for the lift station. The sluice gate that was intended to go inside the lift station to block the inflow was constructed to fit inside the lift station at a 9' diameter. It was later found that the inside diameter for the lift station was 8'. The lift station has two vertical pumps and the sluice gate will not fit due to space limitations. This sluice gate is in the possession of the City and will be used on a future storm sewer lift station rehab project. The cost for this sluice gate is \$29,225.

Also at LS #12, we intended on using the on site rock material for bedding below the 4" sidewalk, but that material did not work as intended. The Contractor imported & placed 4" of class 5 gravel at a cost of \$635.60. The top of the lift station barrel also needed to be cut to accept the new cover slab at a cost of \$6,971.70.

At LS #10 (Site #2) during shop drawing review we requested the sluice gate frame width to be widened to ensure the bolts had adequate distance from the frame bolt holes to the pipe opening. Widening the gate added \$2,800 cost to this sluice gate.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$32,733.49. This will bring the total project cost for the general contract to \$561,425.44.

Funding source is 50% Special Assessments & 50% Storm Sewer Utility Funds – 524 with the exception of the sluice gate at LS #12. \$29,225 will be 100% Storm Sewer Utility Funds which will be used toward a future lift station project and costs for the sluice gate will be split 50% SA / 50% SSU.

CHANGE ORDER REPORT
STORM SEWER LIFT STATION REHAB/RECONSTRUCTION & INCIDENTALS -
GENERAL CONTRACT
IMPROVEMENT DISTRICT NO. NR-23-C5
STS LS #3, #10, #12 & #22

Final Balancing
 Change Order

Change Order No 2 **Change Order Date** 7/15/2025
Contractor Meyer Contracting, Inc.

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

EXPLANATION OF CHANGE Change Order # 2
 Final balancing change order.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Site #1 - STS LS #12	4	F&I Sluice Gate 48" Dia Stainless Steel	EA	1		1	-1	0	\$6,143.56	-\$6,143.56
	6	F&I Sidewalk 4" Thick Reinf Conc	SY	42		42	-1.67	40.33	\$95.76	-\$159.92
Site #1 - STS LS #12 Sub Total										-\$6,303.48
Change Order 2	8	F&I Sluice Gate 48" Dia Stainless Steel	EA	0		0	1	1	\$29,225.00	\$29,225.00
	9	F&I Sluice Gate 48" Dia Stainless Steel	EA	0		0	1	1	\$2,800.00	\$2,800.00
	10	Modify Lift Station	EA	0		0	1	1	\$6,971.70	\$6,971.70
	11	F&I Crushed Conc - 4" Thick	SY	0		0	40.33	40.33	\$15.76	\$635.60
Change Order 2 Sub Total										\$39,632.30
Site #2 - STS LS #10	16	Rem & Repl Pavement 7" Thick Reinf Conc	SY	10		10	7	17	\$77.06	\$539.42
Site #2 - STS LS #10 Sub Total										\$539.42

Section	No	Item Description	Unit	Qty	Qty	Qty	Qty	Qty	(#)	(#)
Site #3 - Decommission old LS #22 & Modify LS #3	21	F&I Railing	LF	40		40	-15	25	\$75.65	-\$1,134.75
Site #3 - Decommission old LS #22 & Modify LS #3 Sub Total										-\$1,134.75

Summary

Source Of Funding	Special Assessments & Storm Sewer Utility Fund 524
Net Amount Change Order # 2 (\$)	\$32,733.49
Previous Change Orders (\$)	\$4,789.75
Original Contract Amount (\$)	\$523,902.20
Total Contract Amount (\$)	\$561,425.44

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

APPROVED

For Contractor

Title



Meyer Contracting

Project Manager/Estimator

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

23

Improvement District No. NR-23-C6

Type: Final Balancing Change Order #1

Location: STS LS #3, #10, #12 & #22

Date of Hearing: 7/28/2025

RoutingDate

City Commission

8/4/2025

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Final Balancing Change Order #1 in the amount of \$3,025.00, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$3,025.00, bringing the total contract amount to \$408,025.00.

On a motion by Brenda Derrig, seconded by Donald Kress, the Committee voted to recommend approval of Final Balancing Change Order #1 to Sun Electric.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$3,025.00, bringing the total contract amount to \$408,025.00 to Sun Electric.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Funds & Special Assessments

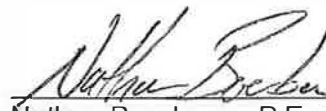
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	
Agreement for payment of specials required of developer	<u>N/A</u>	
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: July 28, 2025
Re: Improvement District No. NR-23-C6 – Final Balancing Change Order No. 1

Background:

Improvement District No. NR-23-C6 is the electrical construction contract for modifications & improvements to storm sewer lift stations #3, #10, #12 and to remove old storm lift station #22.

During project design, the plan for connecting to the City's fiber network at storm lift #12 was to tie into the vault on the north side of 7th Avenue North east of 45th Street, as shown on the two images below. During construction it was determined that the fiber needed to be tied into one of the landfill's buildings closest to the lift station. The building located at 4475 was selected as the closest structure to tie into the fiber system.

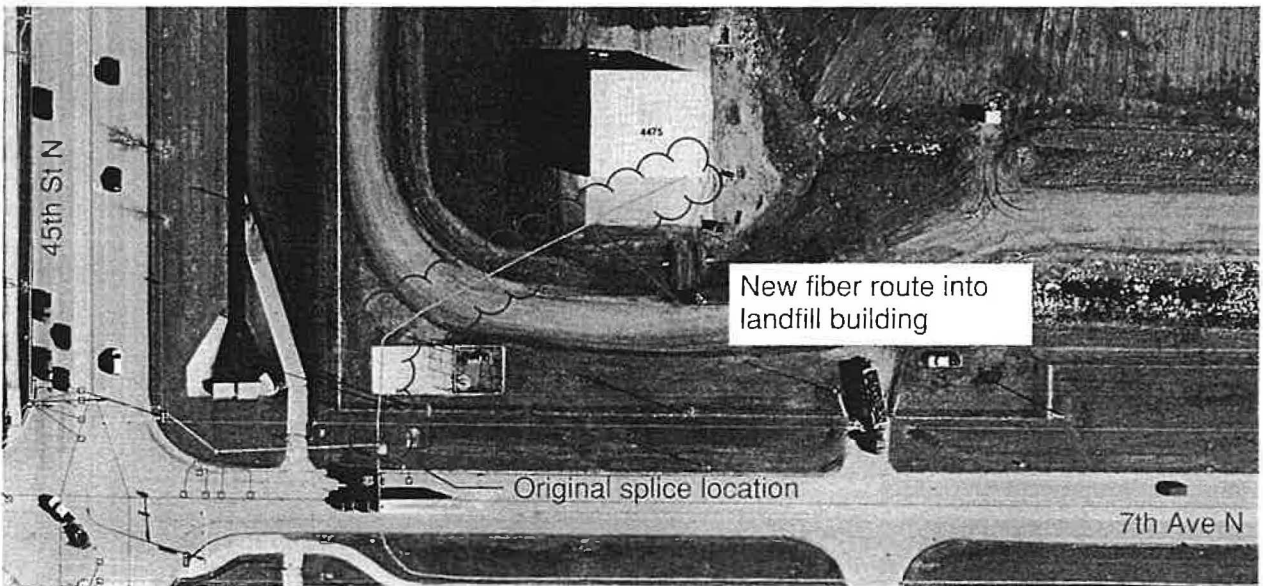
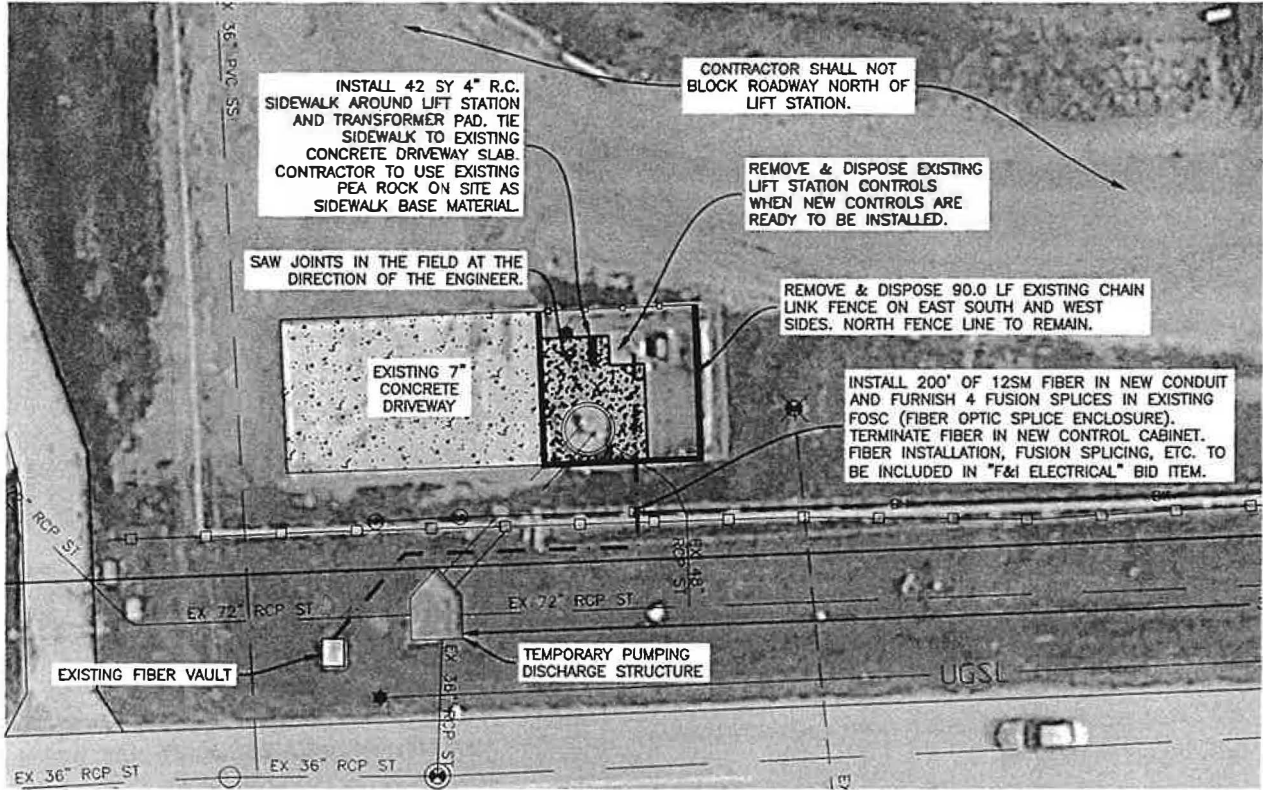
Sun Electric's subcontractor charged \$3,025 to bore fiber in the red circled path from the fiber vault into the landfill building as shown on the second image below.

Recommended Motion:

Approval of Final Balancing Change Order No. 1 in the amount of \$3,025 to Sun Electric for modifying the fiber tie in for SCADA communication at storm lift station #12. This will bring the total project cost for the electrical contract to \$408,025.

Funding source is 50% Special Assessments and 50% Storm Sewer Utility Funds – 524.

RJH/klb
Attachment



Change Order No 1 **Change Order Date** 7/15/2025
Contractor Sun Electric

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

\$3,025 added for revised fiber tie in plan at Fargo landfill facility for splicing.

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	1	Fiber Optic Termination	EA	0		0	1	1	\$3,025.00	\$3,025.00
Change Order 1 Sub Total										\$3,025.00

Summary

Source Of Funding

Special Assessments & Storm Sewer Utility Fund 524

Net Amount Change Order # 1 (\$)

\$3,025.00

Previous Change Orders (\$)

\$0.00

Original Contract Amount (\$)

\$405,000.00

Total Contract Amount (\$)


\$408,025.00

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

APPROVED

For Contractor

Title


Sun Electric Inc
Project Manager.

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

24

Improvement District No. BR-24-B1

Type: Negative Final Balancing Change Order #5

Location: 9th St S, 9th – 13th Ave, 9th & 11th Ave S,
8th – 10th St, 10th & 12th Ave S, 9th – 10th St

Date of Hearing: 7/28/2025

<u>Routing</u>	<u>Date</u>
City Commission	8/4/2025
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, related to Negative Final Balancing Change Order #5 in the amount of \$-76,635.07, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #5 in the amount of \$-76,635.07, bringing the total contract amount to \$4,121,337.84.

On a motion by Brenda Derrig, seconded by Donald Kress, the Committee voted to recommend approval of Negative Final Balancing Change Order #5 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #5 in the amount of \$-76,635.07, bringing the total contract amount to \$4,121,337.84 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water, Water, Storm, Traffic/Street Light, Sales Tax, Prairie Dog Funds & Special Assessments

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Donald Kress
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nathan Boerboom
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Nathan Boerboom, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, PE, Project Manager
Date: July 21, 2025
Re: Improvement District No. BR-24-B1 – Final Balancing Change Order #5

Background:

Improvement District No. BR-24-B1 is for the reconstruction of 9th Street South from 9th Avenue to 13th Avenue, 9th and 11th Avenue South from 8th Street to 10th Street, and 10th and 12th Avenue South from 9th Street to 10th Street.

Dakota Underground is the Prime Contractor on this project.

Negative Final Balancing Change Order #5 is in the amount of -\$76,635.07. 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, and also includes a repair to a leaking 24-inch gate valve.

Details of the 24-inch Gate Valve Fix:

A leaking 24-inch gate valve was discovered during construction of the project. With the approval of Mains & Hydrants, the best course of action is to remove the valve and reconnect the 24-inch watermain. The cost of removing the defective gate valve, reconnecting the watermain, backfilling the trench, removing and replacing the following: sidewalk, curb and gutter, and pavement, are all included in this change order. This change order also includes the costs of traffic control on 10th Street South, temporary water services to 9 residences, and contractor equipment and labor rates over the 4 days of work, which are paid under the "Repair Pipe 24" Dia" Bid Item in the Change Order 5 Container.

Original Contract:	\$ 4,107,126.09
Change Order #1	\$ 33,043.34
Change Order #2	\$ 15,025.00
Change Order #3	\$ 23,469.07
Change Order #4	\$ 19,309.41
FBCO #5	\$ -76,635.07
Total Contract:	\$ 4,121,337.84

Recommended Motion:

Approve Negative Final Balancing Change Order #5 in the amount of -\$76,635.07 to Dakota Underground, Inc.

WRB/jmg
Attachment

CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-B1

Final Balancing
Change Order

9TH ST S FROM 9TH AVE S TO 13TH AVE S, 9TH AVE S FROM 10TH ST S TO 8TH ST S, 10TH AVE S FROM 10TH ST S TO 9TH ST S, 11TH AVE S FROM 10TH ST S TO 8TH ST S, 12TH AVE S FROM 10TH ST S TO 9TH ST S

Change Order No	5	Change Order Date	6/20/2025
Contractor	Dakota Underground Co Inc		

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

EXPLANATION OF CHANGE Change Order # 5

FBCO & CO for 24-inch Gate Valve Vault Removal

A leaking 24-inch Gate Valve was discovered during construction of the project. With the approval of Mains & Hydrants, the best course of action is to remove the Valve and reconnect the 24-inch Watermain. The cost of removing the defective gate valve, reconnecting the watermain, backfilling the trench, removing and replacing the following: sidewalk, curb and gutter, and pavement, are all included in this change order. This change order also includes the costs of traffic control on 10th Street South, temporary water services to 9 residences, and contractor equipment and labor rates over the 4 days of work, which are paid under the "Repair Pipe 24" Dia" Bid Item in the Change Order 5 Container.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	3	Remove Pipe All Sizes All Types	LF	1122		1122	316	1438	\$15.00	\$4,740.00
	7	Connect Pipe to Exist Pipe	EA	6		6	-1	5	\$4,000.00	-\$4,000.00
	8	Bore Pipe SDR 26 - 6" Dia PVC	LF	150		150	-103	47	\$100.00	-\$10,300.00

Page	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 (\$)
		9	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1231		1231	-91	1140	\$100.00	-\$9,100.00
		10	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	1114		1114	-32	1082	\$222.00	-\$7,104.00
		11	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	4		4	-4	0	\$280.00	-\$1,120.00
			Sanitary Sewer Sub Total								-\$26,884.00
Change Order 1		18	F&I Crushed Conc - 6" Thick	SY	-3	0	8	-3	5	\$1,489.08	-\$4,467.24
			Change Order 1 Sub Total								-\$4,467.24
Change Order 5		26	Repair Pipe 24" Dia	EA	0		0	1	1	\$64,533.73	\$64,533.73
			Change Order 5 Sub Total								\$64,533.73
Water Main		27	Remove Pipe Asbestos Cement	LF	40		40	-40	0	\$25.00	-\$1,000.00
		28	Remove Pipe All Sizes All Types	LF	1360		1360	-147	1213	\$15.00	-\$2,205.00
		29	F&I Fittings C153 Ductile Iron	LB	6136		6136	-108	6028	\$8.60	-\$928.80

Section	No	Description	Unit	Orig Cont Qty	C/O Qty	Qty				
		F&I 1-1/4" Trench								
	32	Found Rock 4" thru 12" Dia	LF	2676		2676	-2676	0	\$0.01	-\$26.76
		F&I 1-1/4" Trench								
	33	Found Rock 14" thru 24" Dia	LF	760		760	-760	0	\$0.01	-\$7.60
		F&I Pipe w/GB C900 DR 18 - 6" Dia PVC								
	35		LF	41		41	5	46	\$115.00	\$575.00
		F&I Pipe w/GB C900 DR 18 - 8" Dia PVC								
	36		LF	2635		2635	-14	2621	\$125.00	-\$1,750.00
		F&I Pipe w/GB C900 DR 18 - 24" Dia PVC								
	37		LF	760		760	-19	741	\$330.00	-\$6,270.00
		F&I Gate Valve 24" Dia								
	40		EA	3		3	-1	2	\$36,000.00	-\$36,000.00
		Bore Pipe 1" Dia Water Service								
	41		LF	150		150	-150	0	\$90.00	-\$13,500.00

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 (\$)
	42	F&I Pipe w/GB 1" Dia Water Service	LF	1328		1328	-100	1228	\$83.00	-\$8,300.00
	43	Rem & Repl CS & Box 1" Dia	EA	43		43	-1	42	\$615.00	-\$615.00
	46	Furnish Temp Water Svc	LS	0.9999999999999999		0.9999999999999999	0.38	1.38	\$21,000.00	\$7,980.00
	Water Main Sub Total									-\$62,048.16
Storm Sewer	48	Remove Inlet	EA	19		19	1	20	\$800.00	\$800.00
	49	Remove Pipe All Sizes All Types	LF	657		657	-77	580	\$28.00	-\$2,156.00
	50	Repair Manhole Floor & Invert	EA	1		1	-1	0	\$2,500.00	-\$2,500.00
	54	Connect Pipe to Exist Pipe	EA	13		13	1	14	\$1,500.00	\$1,500.00
	55	Connect Pipe to Exist Structure	EA	1		1	-1	0	\$2,500.00	-\$2,500.00
	56	F&I Pipe w/GB 12" Dia Reinf Conc	LF	108		108	-47	61	\$131.00	-\$6,157.00
	57	F&I Pipe w/GB 15" Dia Reinf Conc	LF	536		536	19.36	555.36	\$143.00	\$2,768.48

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 (\$)
	58	F&I Pipe w/GB 18" Dia Reinf Conc	LF	28		28	-17	11	\$157.00	-\$2,669.00
	59	F&I Pipe w/GB 24" Dia Reinf Conc	LF	5		5	-5	0	\$300.00	-\$1,500.00
	60	F&I Pipe w/GB 30" Dia Reinf Conc	LF	20		20	-1	19	\$317.00	-\$317.00
Storm Sewer Sub Total										-\$12,730.52
Paving	61	Remove Pavement All Thicknesses All Types	SY	12365		12365	12.58	12377.58	\$14.00	\$176.12
	62	Remove Curb & Gutter	LF	6857		6857	129	6986	\$5.00	\$645.00
	64	Remove Sidewalk All Thicknesses All Types	SY	3500		3500	13.41	3513.41	\$10.00	\$134.10
	68	Subgrade Preparation	SY	13825		13825	12.58	13837.58	\$2.00	\$25.16
	69	F&I Woven Geotextile	SY	13837.58	14383	14383	12.58	14395.58	\$1.95	\$24.53
	70	F&I Class 5 Agg - 8" Thick	SY	13825		13825	12.58	13837.58	\$14.40	\$181.15

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 (\$)
	71	F&I Edge Drain 4" Dia PVC	LF	6750		6750	154	6904	\$11.00	\$1,694.00
	72	F&I Curb & Gutter Standard (Type II)	LF	6750		6750	273	7023	\$31.00	\$8,463.00
	73	F&I Sidewalk 4" Thick Reinf Conc	SY	3315		3315	-12.34	3302.66	\$69.00	-\$851.46
	74	F&I Sidewalk 6" Thick Reinf Conc	SY	152		152	3.75	155.75	\$82.00	\$307.50
	75	F&I Det Warn Panels Cast Iron	SF	312		312	48	360	\$63.00	\$3,024.00
	76	F&I Impressioned 6" Thick Reinf Conc	SY	283		283	-283	0	\$180.00	-\$50,940.00
	77	F&I Driveway 6" Thick Reinf Conc	SY	1500		1500	77	1577	\$82.00	\$6,314.00
	78	F&I Pavement 8" Thick Reinf Conc	SY	197		197	70.58	267.58	\$135.00	\$9,528.30
	79	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	5495		5495	-391.44	5103.56	\$91.00	-\$35,621.04

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 (\$)
	81	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1		1	-1	0	\$1,250.00	-\$1,250.00
	82	F&I Casting - Floating Manhole	EA	1		1	-1	0	\$2,500.00	-\$2,500.00
	84	Casting to Grade - w/Conc	EA	19		19	1	20	\$500.00	\$500.00
	87	GV Box to Grade - no Conc	EA	10		10	1	11	\$700.00	\$700.00
	88	Seeding Type C	SY	12188		12188	5000	17188	\$2.35	\$11,750.00
	89	Mulching Type 1 Hydro	SY	12188		12188	5000	17188	\$1.10	\$5,500.00
	90	Weed Control Type B	SY	12188		12188	-12188	0	\$0.08	-\$975.04
	93	Inlet Protection - New Inlet	EA	19		19	1	20	\$225.00	\$225.00
	96	Construction Signing	SF	32		32	-32	0	\$12.60	-\$403.20
	97	Irrigation Repair	EA	10		10	10	20	\$525.00	\$5,250.00
	98	Tree Protection	EA	145		145	-1	144	\$100.00	-\$100.00
Paving Sub Total										-\$38,198.88

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 (\$)
Signing	99	F&I Sign Assembly	EA	25		25	-9	16	\$47.00	-\$423.00
	100	F&I Sign Assembly & Anchor	EA	20		20	17	37	\$79.00	\$1,343.00
	101	F&I Diamond Grade Cubed	SF	118		118	46	164	\$24.50	\$1,127.00
	102	F&I High Intensity Prismatic	SF	84		84	53	137	\$21.00	\$1,113.00
	Signing Sub Total									\$3,160.00

Summary

Source Of Funding	Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales Tax Funds, Prairie Dog Funds, and Special Assessments
Net Amount Change Order # 5 (\$)	-\$76,635.07
Previous Change Orders (\$)	\$90,846.82
Original Contract Amount (\$)	\$4,107,126.09
Total Contract Amount (\$)	\$4,121,337.84

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

APPROVED
For Contractor
Title


Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

25

Improvement District No. BR-25-B3

Type: Change Order #1

Location: 9th Ave S, 8th – 5th St; 7th St S, 10th – 9th Ave;
6th St S, 10th – 9th Ave

Date of Hearing: 7/28/2025

RoutingCity Commission
PWPEC File
Project FileDate

8/4/2025

X

Aaron Edgar

The Committee reviewed a communication from Project Manager, Aaron Edgar, regarding Change Order #1 in the amount of \$37,804.00 for additional work.

Staff is seeking approval of Change Order #1 in the amount of \$37,804.00, which increases the total contract amount to \$2,237,216.02.

On a motion by Brenda Derrig, seconded by Donald Kress, the Committee voted to recommend approval of Change Order #1 to KPH, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$37,804.00, bringing the total contract amount to \$2,237,216.02 to KPH, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW, Water, Storm, Traffic/St Lt, Sales Tax & Special Assessments

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

Yes No

N/A

N/A

N/A

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: July 16, 2025
Re: Improvement District No. BR-25-B3 – Change Order #1

Background:

Improvement District BR-25-B3 is for the Paving and Utility Rehab/Reconstruction of 9th Avenue South from 8th Street to 5th Street, on 7th Street South from 10th Avenue to 9th Avenue, and on 6th Street South from 10th Avenue to 9th Avenue.

KPH, Inc. is the Prime Contractor for this project.

The attached Change Order in the amount of \$37,804.00 (1.69% of the original contract), which increases the total contract amount to \$2,237,216.02, is for additional work as shown on Change Order #1.

Change Order #1:

- 1.) The existing 4' diameter sanitary sewer manhole located at the intersection of 9th Avenue South and 7th Street was determined to be undersized and insufficient to accommodate the number and size of connecting sanitary sewer pipes. As a result, the contractor was directed to install a new 7' diameter sanitary sewer manhole to meet capacity and operational requirements. The total contract price adjustment for this work is \$37,804.00.

Recommended Motion:

Approve Change Order #1 in the amount of \$37,804.00.

CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-B3

**9TH AVENUE SOUTH FROM 5TH STREET TO 8TH STREET, 6TH STREET SOUTH FROM
9TH AVENUE TO 10TH AVENUE, 7TH STREET SOUTH FROM 9TH AVENUE TO 10TH
AVENUE.**

Change Order No 1 **Change Order Date** 7/15/2025
Contractor KPH, Inc.

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

EXPLANATION OF CHANGE Change Order # 1

This change order is for the installation of a 7' diameter sanitary sewer manhole.

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	15	F&I Manhole 7' Dia Reinf Conc	EA	0		0	1	1	\$37,804.00	\$37,804.00
Change Order 1 Sub Total										\$37,804.00

Summary

Source Of Funding	Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales Tax Funds, and Special Assessments
Net Amount Change Order # 1 (\$)	\$37,804.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$2,199,412.02
Total Contract Amount (\$)	\$2,237,216.02

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

APPROVED
For Contractor
Title

Josh Smith



APPROVED DATE
Department Head
Mayor
Attest

A handwritten signature in black ink, appearing to read "Nth Beebe".

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

27

Project No. ER-24-E1

Type: Negative Final Balancing Change Order #1

Location: 7th Ave N & 36th St N

Date of Hearing: 7/28/2025

RoutingDate

City Commission

8/4/2025

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, related to Negative Final Balancing Change Order #1 in the amount of \$-1,665.00, 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 \$-1,665.00, bringing the total contract amount to \$73,115.00.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-1,665.00, bringing the total contract amount to \$73,115.00 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Funds

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

COMMITTEE

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

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Donald Kress
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nathan Boerboom
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Senior Project Manager
Date: July 22, 2025
Re: Project No. ER-24-E1 – Negative Final Balancing Change Order #1

Background:

Attached is the Negative Final Balancing Change Order #1 in the amount of \$-1,665.00. 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:	\$ 74,780.00
FBCO #1:	<u>\$ -1,665.00</u>
Total Contract:	\$ 73,115.00

Recommended Motion:

Approve Negative Final Balancing Change Order #1 in the amount of \$-1,665.00 for Project # ER-24-E1.

RJL/jmg
Attachment
C: Jason Leonard



**CHANGE ORDER REPORT
SANITARY SEWER REPAIR & INCIDENTALS
PROJECT NO. ER-24-E1**

Final Balancing
Change Order

**SANITARY SEWER MANHOLE REPAIR AT THE INTERSECTION OF 7TH AVE N AND
36TH ST N**

Change Order No 1 **Change Order Date** 7/11/2025
Contractor Dirt Dynamics

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

EXPLANATION OF CHANGE Change Order # 1
Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	3	Remove Pipe All Sizes All Types	LF	4		4	5	9	\$20.00	\$100.00
	5	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	4		4	5	9	\$425.00	\$2,125.00
	6	Boulevard Grading	SY	1100		1100	-389	711	\$4.00	-\$1,556.00
	7	Seeding Type A	SY	1100		1100	-389	711	\$3.00	-\$1,167.00
	8	Mulching Type 2 Straw	SY	1100		1100	-389	711	\$3.00	-\$1,167.00
										Sanitary Sewer Sub Total
										-\$1,665.00

Summary

Source Of Funding	Waste Water Funds 521
Net Amount Change Order # 1 (\$)	-\$1,865.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$74,780.00
Total Contract Amount (\$)	\$73,115.00


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	Current Final Completion Date
12/3/2024	12/3/2024
Additional Days Substantial Completion	Additional Days Final Completion
0	0
New Substantial Completion Date	New Final Completion Date

Interim Completion Dates

APPROVED
For Contractor
Title


estimator

APPROVED DATE
Department Head
Mayor
Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

28

Project No. FM-24-A1

Type: Negative Final Balancing Change Order #3

Location: University Drive Floodwall

Date of Hearing: 7/28/2025

RoutingDate

City Commission

8/4/2025

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Negative Final Balancing Change Order #3 in the amount of \$-92,780.00, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-92,780.00, bringing the total contract amount to \$2,463,517.75.

On a motion by Brenda Derrig, seconded by Donald Kress, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Industrial Builders.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-92,780.00, bringing the total contract amount to \$2,463,517.75 to Industrial Builders.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

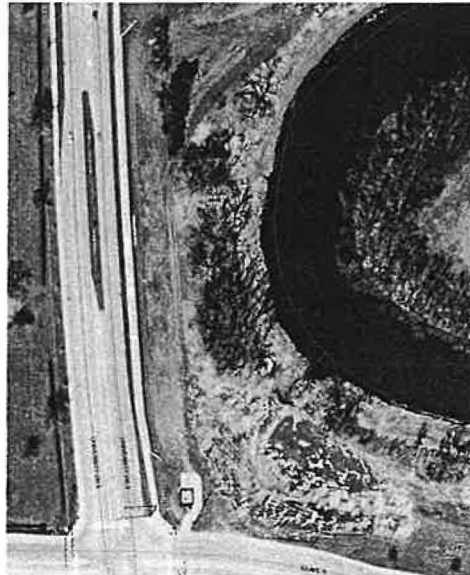

 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: July 28, 2025
Re: Project No. FM-24-A1 – Negative Final Balancing Change Order No. 3
South University Drive Floodwall Repair

Background:

Project No. FM-24-A1 is for the repair of the South University Drive Floodwall located north of 52nd Avenue South.



Attached is a Negative Final Balancing Change Order for the project in the amount of -\$92,780, bringing the final contract amount to \$2,463,517.75.

Recommended Motion:

Approval of Negative Final Balancing Change Order No. 3 in the amount of -\$92,780.00 for Project No. FM-24-A1.

RJH/klb
Attachment



**CHANGE ORDER REPORT
FLOOD CONTROL CONSTRUCTION
PROJECT NO. FM-24-A1**

Final Balancing
Change Order

SOUTH UNIVERSITY DRIVE JUST NORTH OF 52ND AVE S

Change Order No 3 **Change Order Date** 7/16/2025
Contractor Industrial Builders Inc

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

EXPLANATION OF CHANGE Change Order # 3
Final balancing change order.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	3	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	474		474	-17	457	\$15.00	-\$255.00
	4	Clean Pipe All Sizes All Types	LF	780		780	-327	453	\$4.00	-\$1,308.00
	5	Connect Pipe to Exist Pipe	EA	3		3	-2	1	\$40,000.00	-\$80,000.00
	7	F&I Pipe SDR 26 - 12" Dia PVC	LF	474		474	-17	457	\$156.00	-\$2,652.00
	8	Remove Pipe All Sizes All Types	LF	474		474	-17	457	\$15.00	-\$255.00
Sanitary Sewer Sub Total										-\$84,470.00
Paving	14	F&I Sidewalk 5" Thick Reinf Conc	SY	832		832	56	888	\$115.00	\$6,440.00
	15	Remove Shared Use Path All Thicknesses All Types	SY	982		982	25	1007	\$17.00	\$425.00
	16	F&I Impressioned 5" Thick Reinf Conc	SY	150		150	2	152	\$200.00	\$400.00
Paving Sub Total										\$7,265.00
Miscellaneous	34	Remove Street Light	EA	1		1	-1	0	\$8,000.00	-\$8,000.00
Miscellaneous Sub Total										-\$8,000.00

Change Order Report: FM-24-A1

Summary.

Source Of Funding

Sales Tax Funds-Flood Control-460

Net Amount Change Order # 3 (\$)

-\$92,780.00

Previous Change Orders (\$)

\$6,600.00

Original Contract Amount (\$)

\$2,549,697.75

Total Contract Amount (\$)

\$2,463,517.76

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

APPROVED

For Contractor

Title

Jason Schultz
Industrial Builders, Inc.
Project Manager

APPROVED DATE

Department Head

Mayor

Attest

Nathaniel Beben

29

July 22, 2025

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

Re: Permanent Easement – Project #AN-19-A1

Dear Commissioners:

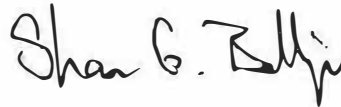
Accompanying for City Commission review and approval is an original permanent easement from **Gina Lisa Bar-el** in association with Project #AN-19-A1.

RECOMMENDED MOTION:

Approve permanent easement from **Gina Lisa Bar-el**.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Tom Knakmuhs
Jeremy Engquist

PERMANENT EASEMENT
(Alley)

KNOW ALL MEN BY THESE PRESENTS that **GINA LISA BAR-EL**, 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, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing an alley and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in Block 14 of HECTOR'S ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

The Easterly 10.00 feet of the West Half of Lot 5, Block 14 of HECTOR'S ADDITION to the City of Fargo, Cass County, North Dakota.

Said tract contains 482.50 square feet, more or less.

Bearings based on the City of Fargo ground control system.

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 over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

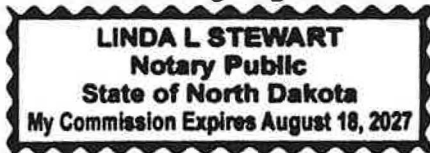
Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said alley and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said alley including location of any and all utilities or 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 alley and customary appurtenances was begun.

(Signatures on following pages)

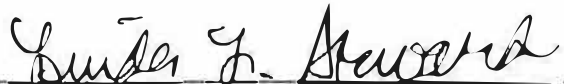
Dated: 22 July 2025  GRANTOR:
Gina Lisa Bar-el

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

On this 22 day of July, 2025, before me, a notary public in and for said county and state, personally appeared **Gina Lisa Bar-el**, described in and that executed the within and foregoing instrument, and acknowledged that they executed the same.



(S E A L)


Notary Public
Cass County, North Dakota
My commission expires: 8-18-2027

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Dated: _____

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, Auditor

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

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

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo Engineering Department
City of Fargo
225 4th Street North
Fargo, ND 58102
(701) 241-1545

This document prepared by:
Nancy J. Morris
City Attorney
Serkland Law Firm
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957
nmorris@serklandlaw.com

REPORT OF ACTION

CONTRACTOR SELECTION COMMITTEE

2025 Citywide Pavement Marking Replacement Project

30

Date of Hearing: July 30, 2025

<u>Routing</u>	<u>Date</u>
City Commission	8/4/2025
Consultant File	
Project File	X
Petitioners	X
Selection Committee	X

Proposals Received for:

2025 Citywide Pavement Marking Replacement Project – Epoxy & MMA – Project No. TM-25-B1

Proposals were received from the following contractors:

1. NorthStar Safety, Inc

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

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

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

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

Recommended Motion:

Concur with contractor selection and recommend contract award to NorthStar Safety, Inc in the amount of \$534,606.

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

 on behalf of
Jeremy Gorden, PE, PTOE
Division Engineer, Transportation

CONTRACT

THIS AGREEMENT, made and entered into this 31st day of JULY, 2025, between the City of Fargo (a Municipal Corporation, under the laws of North Dakota) by the City Commission, hereinafter called the City, and NORTHSTAR SAFETY INC., hereinafter called the Contractor.

Contractor is hereby awarded the Contract to construct Project No. TA-25-B1 in accordance with the attached Proposal. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the Special Instructions to Bidders and the plans mentioned therein and the City of Fargo Standard Specifications for Construction in effect at the time of the bid opening, and under penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of the unit prices named in the Proposal.

What the Contract Price Includes

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

Extra Work Part of Contract

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

Bills for Extra Work

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

Inspection

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

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

Obstruction, Guard and Contractor's Liability

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

Claim for Damages

Delay occasioned by any act or omission over which the Contractor has no control, or on the part of the City, may entitle the Contractor to an extension of time in which to complete the work. Contractor shall give notice in writing to

the City Commission of the cause of such delay within thirty (30) days, yet in no case after the expiration of the original or extended Contract time.

Subletting

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

Specifications and Plans

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

Defective Work

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

Competent Workers to be Employed

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

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

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

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

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

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

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

Laws and Ordinances to be Observed

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

Payments

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

The retained amounts will be according to the following table:

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

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

Guarantee

Contractor guarantees the Contract work will remain in good condition for a warranty period of one (1) year from the date of acceptance by the City, ordinary wear excepted, and is financially responsible for any repairs necessary to maintain the Contract work in good condition during said warranty period. The determination of the necessity for repairs above mentioned rests entirely with the City Commission whose decision upon the matter shall be final and obligatory upon the Contractor.

Miscellaneous

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

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

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

CITY OF FARGO (a Municipal Corporation)

by _____ (CITY SEAL)
Mayor of the City of Fargo

by  _____ (SEAL) 
V.P. MONTALVO SAFETY

ATTEST:

City Auditor

CITY OF FARGO
ENGINEERING DEPARTMENT
814 Sheet
Pavement Markings
Project No.: TN-25-01

Various locations citywide

Note: Unit prices will govern and shall be in whole cents.

Line No.	Item	Quantity	Unit	Unit Price	Extended Price
1	Site 01 Paint Epoxy Line 4" Wide	4933	LF	\$3.00	\$18745.40
	Site 01 Total:				\$18745.40
2	Site 02 Paint Epoxy Line 4" Wide	472	LF	\$6.00	\$2832.00
	Site 02 Total:				\$2832.00
3	Site 03 F&I Methacrylate 24" Wide	296	LF	\$75.00	\$22280.00
	Site 03 Total:				\$22280.00
4	Site 04 F&I Methacrylate 24" Wide	60	LF	\$75.00	\$4500.00
	Site 04 Total:				\$4500.00
5	Site 05 F&I Methacrylate 24" Wide	126	LF	\$75.00	\$9450.00
	Site 05 Total:				\$9450.00
6	Site 06 Paint Epoxy Line 4" Wide	822	LF	\$6.00	\$4932.00
7	Paint Epoxy Line 8" Wide	230	LF	\$12.00	\$2760.00
8	Paint Epoxy Line 16" Wide	50	LF	\$30.00	\$1500.00
9	Paint Epoxy Message	16	SF	\$30.00	\$480.00
	Site 06 Total:				\$9672.00
10	Site 07 Paint Epoxy Line 4" Wide	160	LF	\$15.00	\$2400.00
11	F&I Methacrylate 24" Wide	304	LF	\$75.00	\$22800.00
12	Obilitate Pavement Markings	325	SF	\$6.00	\$1950.00
	Site 07 Total:				\$27150.00
13	Site 08 Paint Epoxy Line 4" Wide	250	LF	\$15.00	\$3750.00
14	Obilitate Pavement Markings	350	SF	\$6.00	\$2100.00
15	F&I Grooved Thermoplastic Pavement Marking Message	16	SF	\$60.00	\$960.00
	Site 08 Total:				\$6810.00
16	Site 09 Paint Epoxy Line 4" Wide	1333	LF	\$6.00	\$7998.00
17	Paint Epoxy Line 16" Wide	27	LF	\$30.00	\$810.00
18	Paint Epoxy Line 24" Wide	78	LF	\$30.00	\$2340.00
19	F&I Grooved Thermoplastic Pavement Marking Message	16	SF	\$60.00	\$960.00
	Site 09 Total:				\$12108.00
20	Site 10 Paint Epoxy Line 4" Wide	1310	LF	\$15.00	\$19650.00
21	Paint Epoxy Line 6" Wide	88	LF	\$20.00	\$1760.00
22	Paint Epoxy Line 16" Wide	48	LF	\$30.00	\$1440.00
23	Obilitate Pavement Markings	250	SF	\$6.00	\$1500.00
24	F&I Grooved Thermoplastic Pavement Marking Message	32	SF	\$60.00	\$1920.00
25	Paint Epoxy Line 24" Wide	96	LF	\$30.00	\$2880.00
26	F&I Methacrylate 24" Wide	145	LF	\$75.00	\$10725.00
	Site 10 Total:				\$39875.00
27	Site 11 F&I Methacrylate 24" Wide	808	LF	\$75.00	\$60600.00
	Site 11 Total:				\$60600.00
28	Site 12 F&I Methacrylate 24" Wide	385	LF	\$75.00	\$28875.00
	Site 12 Total:				\$28875.00
29	Site 13 Paint Epoxy Line 4" Wide	5883	LF	\$3.00	\$22355.40
30	Paint Epoxy Message	96	SF	\$30.00	\$2880.00
	Site 13 Total:				\$25235.40
31	Site 14 F&I Methacrylate 24" Wide	488	LF	\$75.00	\$36600.00
	Site 14 Total:				\$36600.00
32	Site 15 F&I Methacrylate 24" Wide	350	LF	\$75.00	\$26250.00
	Site 15 Total:				\$26250.00
33	Site 16 F&I Methacrylate 24" Wide	548	LF	\$75.00	\$40500.00
	Site 16 Total:				\$40500.00
34	Site 17 F&I Methacrylate 24" Wide	246	LF	\$75.00	\$18450.00
	Site 17 Total:				\$18450.00
35	Site 18 Paint Epoxy Line 4" Wide	4146	LF	\$3.00	\$15754.80
36	Paint Epoxy Line 8" Wide	324	LF	\$6.00	\$1944.00
37	Paint Epoxy Line 24" Wide	59	LF	\$30.00	\$1770.00
38	Paint Epoxy Message	216	SF	\$30.00	\$6480.00
	Site 18 Total:				\$25948.80
39	Site 19 Paint Epoxy Line 4" Wide	1425	LF	\$6.00	\$8550.00
40	Paint Epoxy Line 6" Wide	695	LF	\$20.00	\$13900.00
41	Paint Epoxy Line 16" Wide	40	LF	\$30.00	\$1200.00
42	Paint Epoxy Message	312	SF	\$30.00	\$9360.00
43	Paint Epoxy Line 8" Wide	1152	LF	\$6.00	\$6912.00
	Site 19 Total:				\$45922.00
44	Site 20 Paint Epoxy Line 4" Wide	10148	LF	\$3.00	\$38562.40
45	Paint Epoxy Line 6" Wide	453	LF	\$20.00	\$9060.00
46	Paint Epoxy Line 8" Wide	925	LF	\$6.00	\$5550.00
47	Paint Epoxy Line 16" Wide	273	LF	\$30.00	\$8190.00
48	Paint Epoxy Message	384	SF	\$30.00	\$11520.00
	Site 20 Total:				\$72872.40
	Total:				\$534606.00

33

City of Fargo Staff Report			
Title:	Old Broadway Addition	Date:	5/28/2025
		Update:	7/30/2025
Location:	10A, 14, 16, and 22 Broadway North	Staff Contact:	Maegin Elshaug, planning coordinator
Legal Description:	a portion of the Northwest Quarter of Section 7, Township 139 North, Range 48 West, of the Fifth Principal Meridian, to the City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Global Development, LLC / Houston Engineering	Engineer:	Houston Engineering
Entitlements Requested:	Minor Subdivision (a plat of a portion of the Northwest Quarter of Section 7, Township 139 North, Range 48 West, of the Fifth Principal Meridian, to the City of Fargo, Cass County, North Dakota.)		
Status:	City Commission Consent Agenda: August 4, 2025		

Existing	Proposed
Land Use: Commercial and private alley	Land Use: unchanged
Zoning: DMU, Downtown Mixed-Use	Zoning: unchanged
Uses Allowed: DMU – Downtown Mixed Use. Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.	Uses Allowed: unchanged
Maximum Lot Coverage Allowed: 100%	Maximum Lot Coverage Allowed: unchanged

Proposal:
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, entitled Old Broadway Addition, a plat of a portion of the Northwest Quarter of Section 7, Township 139 North, Range 48 West, of the Fifth Principal Meridian, to the City of Fargo, Cass County, North Dakota. <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: Commercial and surface parking in DMU; • East: Commercial and residential in DMU; • South: Commercial and residential in DMU; • West: Commercial, residential and parking ramp (under construction) in DMU; <p>Area Plans:</p> <p>The Fargo Growth Plan 2024 designates the placetype of the subject property as Downtown / Core. The</p>

Downtown InFocus plan identifies the property for mixed-use. The current zoning is DMU, Downtown Mixed-Use, which matches this placetype designation.

Context:

Neighborhood: Downtown

Schools: The property is located within the Fargo Public School District, specifically Roosevelt/Horace Mann elementary, Ben Franklin middle, and Fargo North high schools.

Parks: Within a quarter-mile is Island Park (302 7 Street South), which has amenities of trails, playgrounds, shelters, pool, and basketball and tennis courts.

Pedestrian / Bicycle: Separated bike lane facilities on NP Avenue North exist between University Drive and 8th Street North, are under construction at the 600 block, and will continue east on NP Avenue North with future construction projects.

Transit: The subject property is located within a block of the Ground Transportation Center (GTC) for MatBUS.

Staff Analysis:

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Minor Subdivision

The plat will plat three existing parcels into one single lot. The plat encompasses approximately .08 acres. Several easements exist within the boundary of the plat, including ingress/egress, access and storm water, and underground utility, and are depicted on several pages. All the easements will remain.

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

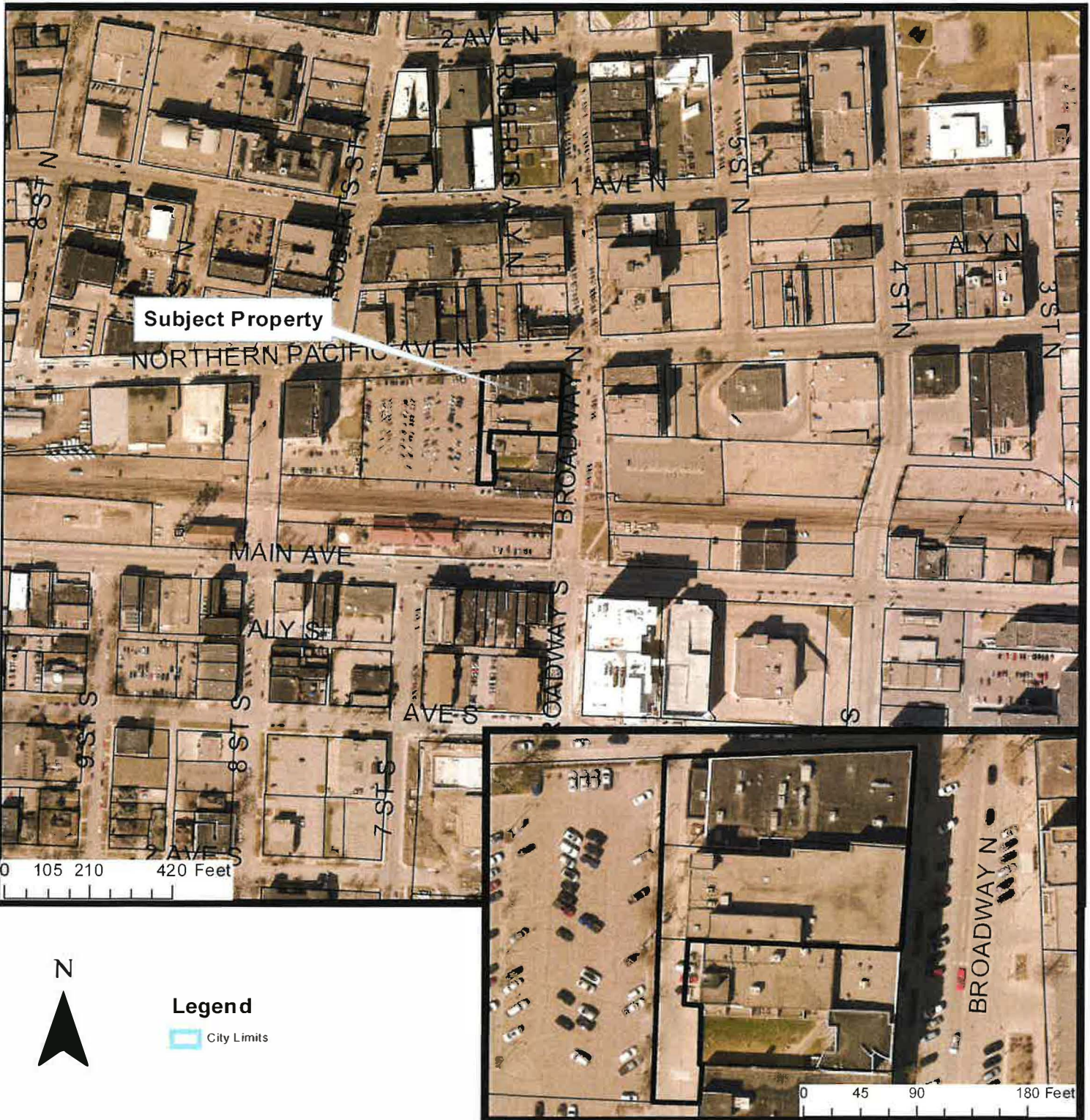
The current zoning is DMU, Downtown Mixed-Use and no zone change is proposed. The zoning is consistent with the Fargo Growth Plan 2024 designation of "Downtown / Core" placetype and Downtown InFocus plan for mixed-use for the subject property. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

<p>2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the City's Infrastructure Funding Policy, which may include the use of special assessments. (Criteria Satisfied)</p>
<p>Staff Recommendation:</p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, Old Broadway Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code".</p>
<p>Planning Commission Recommendation:</p> <p>At the June 3, 2025 Planning Commission hearing, that Commission, by a vote of 10-0 with one Commission member absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat, Old Broadway Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code".</p>
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Preliminary Plat

Minor Subdivision

Old Broadway Addition

10A, 14, 16, and 22 Broadway North





OLD BROADWAY ADDITION
A MINOR SUBDIVISION
BEING A PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 7,
T. 139 N., R. 48 W., 5th P.M.
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND

1/2" I. D. PIPE OR BRASS PLUG SET	●
VALVE/PLUG MARKING	○
PLAT BEARING	N00°30'00"E
PLAT DI. STANCE	100.00
PLAT BEARING	S00°00'00"E
PLAT DI. STANCE	100.00
EXISTING PROPERTY LINE	---
EXISTING ACCESS & STORM WATER EASEMENT (DOC NO. 1710678)	---

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

Line Table

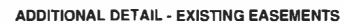
LINE #	LENGTH	DIRECTION
101	8.11	N67°41'12"W

BNSF RAILWAY

BROADWAY ST. N.

BLOCK 1
LOT 1
34,939 S.F.
C. R. 2 ALHES

ADDITIONAL DETAIL - EXISTING EASEMENTS



OLD BROADWAY ADDITION

**A MINOR SUBDIVISION
BEING A PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 7,
T. 139 N., R. 48 W., 5th P.M.
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA**

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS That Global Development, L.L.C., aka Global Development LLC, a North Dakota limited liability company, is the owner and proprietor of the following described tract of land:

That part of the Northwest Quarter of Section 7, Township 139 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at the northeast corner of said Northwest Quarter, thence South 67°53'55" West, along the northerly line of said Northwest Quarter, for a distance of 53.05 feet, thence South 04°06'02" West for a distance of 43.67 feet to the intersection of the southerly right-of-way line of Northern Pacific Avenue and the westerly right-of-way line of Broadway Street North in the said City of Fargo, being the True Point of Beginning, thence South 87°47'33" West, along the southerly right-of-way line of said Northern Pacific Avenue, for a distance of 205.03 feet to the northeast corner of Lot 2, Block 1, Global Development Addition; thence South 01°54'31" West, along the westerly line of said Lot 2, for a distance of 274.70 feet to the southeast corner of said Lot 2, said southeast corner also being the southwest corner of a tract of land described in Document No. 983303, on file at the Cass County Recorder's Office; thence South 87°39'22" East, along the southerly line of a tract of land described in said Document No. 983303, for a distance of 38.20 feet to the southeast corner of a tract of land described in said Document No. 983303; thence North 04°07'45" East, along the easterly line of a tract of land described in said Document No. 983303, for a distance of 30.43 feet to the southeast corner of a tract of land described in Document No. 1134247, on file at said Recorder's Office; thence North 87°41'17" West, along the southerly line of a tract of land described in said Document No. 1134247, for a distance of 2.88 feet to the southwest corner of a tract of land described in said Document No. 1134247, thence North 02°22'34" East, along the westerly line of a tract of land described in said Document No. 1134247, for a distance of 47.52 feet to the northwest corner of a tract of land described in said Document No. 1131247, said northwest corner lying on the southerly line of a tract of land described in Document No. 1084420, on file at said Recorder's Office; thence North 87°33'54" West, along the southerly line of a tract of land described in said Document No. 1084420, for a distance of 14.73 feet to the southwest corner of a tract of land described in said Document No. 1084420, thence North 03°53'46" East, along the westerly line of a tract of land described in said Document No. 1084420, for a distance of 52.00 feet to the northwest corner of a tract of land described in said Document No. 1084420, thence South 87°27'17" East, along the northerly line of a tract of land described in said Document No. 1084420, for a distance of 174.28 feet to a point of intersection with said westerly right-of-way line of Broadway Street North, thence North 04°06'02" East, along said westerly right-of-way line of Broadway Street North, for a distance of 181.71 feet to the True Point of Beginning.

Said tract contains 0.902 acres, more or less.

And that said party has caused the same to be surveyed and platted as OLD BROADWAY ADDITION to the City of Fargo, Cass County, North Dakota.

OWNER

Global Development, L.L.C.

William A. Ackley, Vice President

State of NORTH DAKOTA

County of CASS

On this 29th day of MAY, 2025, before me personally appeared William A. Ackley, Vice President of Global Development, L.L.C., a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as Vice President of said limited liability company.

Notary Public *Shawn M. Johnson*

**SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT**

I, Curtis A. Skarphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this Plat is a true and correct representation of the survey of said subdivision. That the monuments for the guidance of future surveys have been located or placed on the ground as shown.

Dated this 29th day of MAY, 2025.

Curtis A. Skarphol

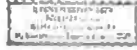
Curtis A. Skarphol, Professional Land Surveyor No. 4723

State of North Dakota

County of Cass

On this 29th day of MAY, 2025, before me personally appeared Curtis A. Skarphol, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as he has act and deed.

Notary Public *Shawn M. Johnson*

**CITY ENGINEER'S APPROVAL**

Approved by the Fargo City Engineer this 29th day of MAY, 2025.

Tom Knakmuts, PE, City Engineer

State of North Dakota

County of Cass

On this 29th day of MAY, 2025, before me personally appeared Tom Knakmuts, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as City Engineer.

Notary Public *Shawn M. Johnson*

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this 29th day of MAY, 2025.

Timothy J. Mahoney, Mayor

State of North Dakota

County of Cass

On this 29th day of MAY, 2025, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo, and Steven Sprague, City Auditor, City of Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public *Shawn M. Johnson*

Steven Sprague, City Auditor

State of North Dakota

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State of North Dakota

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Notary Public *Shawn M. Johnson*



34

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 28, 2025

RE: NOTICE OF GRANT AWARD FROM NDHHS WOMEN'S WAY.
NO: G23.1405 CFDA: 93.898 FOR \$74,374
FUNDS: \$98,014
EXPIRES: 06/29/2026

The attached notice of grant award is for Fargo Cass Public Health to continue administering and managing Women's Way to conduct ND breast and cervical cancer early detection program.

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 NDHHS.

JF/lls
Attachment

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (04-2023)

Grant Number G23.1405	CFDA Name WW Fed: Cancer Prevention and Control for States, Territorial, and Tribal Organizations. WW Special: Not applicable.		CFDA Number WW Fed: 93.898 for \$74,374 WW Special: Not applicable for \$23,640
FAIN Number WW Fed: NU58DP007108 WW Special: Not applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 6/30/2025	Grant End Date 6/29/2026
Federal Award Date WW Fed: 7/1/2025 WW Special: Not applicable	Federal Awarding Agency WW Fed: United States Department of Health and Human Services WW Special: Not applicable		
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 <i>Women's Way</i>		North Dakota Department of Health and Human Services (NDDHHS) Project Code WW Fed: 4521 S2517 01: \$74,374 WW Special: 4521 S2517 02: \$23,640	
Grantee Name: Fargo Cass Public Health		Project Director: Susan Mormann	
Address: 1240 25th Street South		Address: 600 East Boulevard Avenue, Dept. 325	
City/State/ZIP Code: Fargo, ND 58103-2367		City/State/ZIP Code: Bismarck, ND 58505-0250	
Contact Name: Chelsey Olander		Contact Name: Paulette DeLeonardo	
Telephone Number: 701-298-6918		Telephone Number: 701-328-2479	
Email Address: colander@fargond.gov		Email Address: pdeleonardo@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$98,014	\$0	\$98,014
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$98,014	\$0	\$98,014
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of _____% (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of _____%
Scope of Service Grantee will administer and manage <i>Women's Way</i> to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its mutually agreed upon service area. Grantee will follow the <i>Women's Way</i> Local Coordinating Unit (LCU) Policy and Procedure Manual. Grantee will attend the bi-monthly teleconferences, the annual face-to-face local coordinating unit meeting and/or any mandatory training required by the state office. Screening goals, including patient navigation only and priority populations, provider-clinic consultations, and community-clinical linkages, are further defined in Attachment A.			
Reporting Requirements Reporting requirements are defined in Attachment A.			
Special Conditions The Department must pre-approve all materials developed using <i>Women's Way</i> funds and/or logo. Note: Healthcare reform and state appropriations may affect the funding available in subsequent periods.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2023 to June 30, 2025 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input checked="" type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/28/2025	Signature <i>Jennifer Faul</i>	Date	Signature
Typed Name/Title of Authorized Representative Jennifer Faul, Director of Public Health Fargo Cass Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention	
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			

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

Community-Clinical Linkages to Aid Patient Support and Increase Cancer Screening

Clinical-Community Linkages (CCLs) help connect healthcare providers, community organizations, and public health agencies to support community access to resources that help prevent, manage, or reduce cancer risks and other chronic diseases. The goals of CCL include the following:

- Develop partnerships across public health, communities, and healthcare professionals.
- Promote healthy behaviors and environments by coordinating healthcare delivery, public health, and community-based activities.
- Encourage community engagement in coordinating services and developing linkages.

The community sector is composed of organizations that provide services, programs, or resources to community members in non-healthcare settings. Examples may include community pharmacies (as opposed to a pharmacy in a healthcare setting, such as a hospital), employers, faith-based organizations, community centers, salons and barbershops, and nonprofit organizations such as the YMCA.

The clinical sector is composed of organizations that provide services, programs, or resources directly related to medical diagnoses or treatment of community members by healthcare workers (e.g., physicians, nurses, nursing assistants, physical therapists, emergency medical service personnel, dentists, pharmacists, laboratory personnel) in healthcare settings. Examples may include community clinics, single practices, group clinics, rural clinics, Qualified Health Centers (e.g., community health centers, public housing, primary care programs, migrant health centers), and hospitals.

Grantee agrees to facilitate no fewer than four community-clinical linkage events/strategies per program year.

- Conduct community outreach, provide patient education about risk factors and preventive health behaviors, identify eligible women for screening, and address barriers to care.
- Navigate women to community resources, medical homes, or healthcare systems for cancer screening, diagnostic, and/or treatment resources.
- Work with community partners to reach disparate populations and use culturally appropriate interventions tailored to the communities for which they are intended.
- Facilitate or refer to Medicaid Expansion or health insurance enrollment, if applicable. Track and report the number of women referred.

COLLABORATION EFFORTS

Grantee will facilitate collaboration with other chronic disease and public health programs by including questions about food insecurity, housing insecurity, high blood pressure, diabetes, and colorectal cancer screening when enrolling or re-enrolling clients. This information will be entered into the Cancer Screening and Tracking System (CaST) in the individual's baseline information.

REPORTING REQUIREMENTS

Accurately completed forms, navigation encounters, provider-clinic consultations, and the monthly electronic submission of up-to-date data from the *Women's Way* data system (CaST) will be submitted by the 5th of the following month.

Grantee agrees to submit completed evaluation reports via Qualtrics as requested.

Grantee agrees to submit monthly reimbursement requests electronically through the Program Reporting System (PRS) by the last day of the following month, with the exception of June reimbursement requests.

The request for reimbursement (RFR) for June 30, 2025 must be received by the Department on or before July 11, 2025. The final RFR for the period of June 1-29, 2026 must be received by the Department on or before July 13, 2026. Submission dates are determined to allow the necessary time to process all reimbursement requests.

Reimbursement will be based on expenditures outlined in the Grantee's approved budget and processed upon Department receipt and approval of the RFR, supporting documentation, and CaST data.

Failure to make adequate progress toward screening and service goals or submit the required reports and electronic reimbursement requests by the stated deadline will result in the re-evaluation of services and funding.



35

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 31, 2025

RE: REVIEW AND REVISE TOBACCO ORDINANCE – CHAPTER 35

Staff at Fargo Cass Public Health request the direction of the City of Fargo Attorney's office to review and revise the Tobacco Ordinance, Chapter 35.

If you have any questions, please contact me at 241.1388.

Suggested Motion:

Move to direct the City of Fargo Attorney's office to work with FCPH staff to review and revise the Tobacco Ordinance.

JF/lls



36

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

July 30, 2025

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

RE: RFP25198, Award Contract for Snow Groomer Equipment Services RFP with Midwest Snow Services LLC.

Commissioners:

On July 10, 2025, a total of (2) proposals were received for the Request for Proposals for Snow Groomer Equipment Services (RFP25198). The contracted service will provide snow groomer equipment services to assist Public Works operations to efficiently pile snow at the snow retention sites. See attached bid tabulation.

The proposals were evaluated and Midwest Snow Services provided the lowest cost. Public Works staff recommends selection of Midwest Snow Services LLC. for the 2025/2026 snow season.

RECOMMENDED MOTION:

RFP25198: I/we suggest motion to award contract Snow Groomer Equipment Services to Midwest Snow Services LLC. for the 2025/2026 snow season under the terms and conditions of RFP25198.

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

Bid Tabulation for Snow Groomer Equipment Services**City of Fargo RFP25198****Bids Received July 10th, 2025**

Proposer	Quantity	2018 Prinoth Leitwolf 530HP 18' Blade	Quantity	2013 Prinoth Bison 422 HP 15' Blade	Quantity	2008 Bombardier BR350 350 HP 14' Blade
Midwest Snow Services LLC	1	\$300.00	1	\$280.00	1	\$275.00
Proposer	Quantity	2005 Bombardier BR275 275 HP 13' Blade	Quantity	2004 Bombardier BR275 275 HP 16' Blade	Quantity	
Kilichowski Trucking Inc.	1	Doesn't Meet HP Spec.	1	Doesn't Meet HP Spec.	-	-

SERVICES AGREEMENT

SNOW GROOMER EQUIPMENT SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Midwest Snow Services LLC (Contractor) to provide snow groomer equipment services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide two (2) Snow Groomers for purposes of moving snow to assist and supplement the City's snow removal operations. The Snow Groomer service will pile snow that has been hauled to the City snow retention location. Contractor must ensure that all equipment is properly insured, registered and inspected. Contractor is responsible for the condition of the equipment, and if unsatisfactory to the sole discretion of City, the equipment will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers/operators are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the equipment, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$300.00 Snow Groomer 2018 Prinoth Leitwolf,
- \$280.00 Snow Groomer 2013 Prinoth Bison,
- \$275.00 Snow Groomer 2008 Bombardier BR350,

Commencing at the time of arrival of each piece of equipment at the location and start time designated by the City, until such time the equipment is released by the City, to the nearest ½ hour. Absolutely no payment will be made for time lost due to equipment breakdowns, maintenance or repairs, lunch or dinner periods, or any other reasons that take the equipment out of service. Equipment cost will include operator, fuel, maintenance, repairs, transportation to and from City of Fargo snow retention areas, and all other associated costs of operation.

Contractor shall receive no less than \$5,000 per snow groomer contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of

the contract period. Failure to provide the equipment and operator when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth herein including Request for Proposal, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 7-29-2025

CONTRACTOR

Midwest Snow Services

By: Tanner Perkins

Its: Owner

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor



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

July 21, 2025

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: 2025 Forestry Large Aerial Truck (PBC25228)

Commissioners:

The City of Fargo has experienced notable success in utilizing purchasing consortiums for equipment procurement. By leveraging competitively bid contracts available through the consortiums, we have consistently achieved significant cost savings compared to traditional dealer-direct purchases.

The results are as follows:

<u>Model</u>	<u>Unit Cost</u>	<u>Contract Number</u>
2025 Versalift VO-260-RR	\$148,930.00	Sourcwell 110421

The Review Committee, consisting of Ben Dow and Tom Ganje, evaluated Sourcwell Contract #110421-TIM for the procurement of a large aerial truck. This contract is part of a cooperative purchasing program that provides government and public entities with access to competitively awarded agreements for goods and services. Sourcwell operates a national cooperative purchasing network. Funding for this project is included in the 2025 Forestry budget. A four-year lease agreement will be secured at the time of purchase.

SUGGESTED MOTION:

Move to approve the purchase of one (1) 2025 Versalift VO-260-RR Truck Body from ABM Equipment in the amount of \$148,930.00, to be financed through a four-year lease agreement secured at the time of purchase.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Forestry
Date of Request:	7/8/2025	Phone Number:	241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:	<i>Benjamin Dow</i>	Estimated Amount of Purchase:	\$148,930.00

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

Versalift VO-260-RR Arieal Body

Provide source of existing State contract and Contract number:

Sourcewell Contract # 110421-TIM

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: ABM Equipment

Address: 332 2nd Street NE

City: Hopkins

State: MN

Zip Code: 55343

Contact Person: Jerad Streichen

Title: Regional Sales Manager

Telephone: 701-388-6721

Email: Jerads@abmequip.com

Purchasing Manager Approval:

Piggyback (PBC) Number:

PBC25228

Versalift
7601 Imperial Drive
Waco, Texas 76712-6608
254.399.2100

**QUOTATION**

SOURCEWELL N-25190

Customer: City of Fargo
Attn: Tom Ganje
Email: tganje@fargond.gov
Address: 200 3rd Street North
 Fargo, ND. 58102

Date: 6/2025
Model: VO-260-RR

VERSALIFT SOURCEWELL CONTRACT #110421-TIM
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<u>Model No.</u>	<u>Description</u>	<u>Sourcewell Contract Price</u>
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VO-260-RR	Rear mounted, insulated 60 ft. 10 in. (21.6 m) overcenter, articulated aerial platform lift, 65ft. 10 n working height (23.1). With 50 ft. 8 in. (15.4 m) over-center horizontal reach including the following items:	\$179,875.00
------------------	--	---------------------

STANDARD SOURCEWELL FEATURES:

- Platform capacity of 350 lbs.
- Sixteen (16) foot flatbed with tool boxes.
- Freightliner M2 106 4x2 regular cab chassis with diesel engine, automatic transmission, and air conditioning.
- Platform mounted Highly Resistant control handle including safety trigger and emergency stop/dump valve.
- Full pressure turret mounted controls with override.
- Continuous rotation.
- Seven gpm open center hydraulic system with a 2900 psi operating pressure.
- Fiberglass upper boom tested per ANSI A92.2-2010 for Category C, 46 KV and below, including vacuum flashover protection system.
- Chassis insulating system (lower boom insert) providing 24 in. insulation gap including accommodations to bridge insulation gap for testing per ANSI A92.2-2010.
- A-frame main and auxiliary outriggers with pivot feet; two control valves and a selector valve.
- Outrigger boom interlock for outriggers.
- Two sets of hydraulic tool outlets at platform, w/pressure limit.
- Two 1/2 in. diameter return lines.
- Remote mounted hydraulic reservoir with a 30-gallon capacity.
- Closed 24 in. X 24 in. X 42 in. platform with one inside/outside step. Mechanical bucket tilt included. Dump pin needs to be 1/2" longer then standard pin.
- Lower boom overstop protection.
- Non-lube bearings used at all pivot points.
- Unit painted urethane standard white.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate

CUSTOMER TO SUPPLY CHASSIS

Customer to provide chassis specifications and have drop shipped to ABM installation facility

- Deduction of the above Freightliner M2 106 4x2regular cab _____ \$<-89,456.00>

CUSTOMER REQUESTED OPEN MARKET OPTIONS:

- Open market items listed below in addition or in lieu of the above standard Sourcewell features \$58,511.00
 - Flatbed with two sets of recessed stair type steps, 40" wide streetside and curbside compartment, barn style doors, LED rope lights, 44" wide cargo area compartment with top opening barn like doors, 32" wide fuel compartment with drop down door, and Raptor liner on compartment tops in lieu of the above 16' flatbed and tool boxes
 - Full cab guard with expanded metal down rear cab window
 - Cone holder on streetside at rear of flatbed
 - Aluminum outrigger pad holders
 - Four (4) outrigger pads
 - Rear ICC bumper
 - Back up alarm
 - 15" mini light bar mounted on front of cab guard
 - Two (2) LED strobes mounted in rear of flatbed
 - Back up pump for 12V chassis
 - Full body harness and lanyard
 - Aerial lift throttle
 - Auto boom latch
 - Hydraulic platform tilt
 - Closed 24" x 30" x 42" platform with bucket liner and cover in lieu of the above 24" x 24" x 42" platform
 - Federal DOT inspection and weight certification

Price Summary

TOTAL PRICE F.O.B. FARGO, ND:

\$148,930.00

TERMS: Net 30 days. Chassis MSO released upon payment.

SHIPMENT: Approximately 365-480 days after receipt of order or 60 days after receipt of chassis, whichever is later.

NOTE: Prices are subject to change. This is a stock unit and is subject to prior sales.

Thank you for considering <VERSALIFT> to meet your utility equipment needs. We look forward to earning your business.

Best Regards,

STAN TOMCHESSON

Government Contracts Sales Coordinator

Phone: (254) 399-2167

Email: StanTomchesson@versalift.com





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

July 21, 2025

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: 2025 Forestry Large Aerial Truck (PBC25229)

Commissioners:

The City of Fargo has experienced notable success in utilizing purchasing consortiums for equipment procurement. By leveraging competitively bid contracts available through the consortiums, we have consistently achieved significant cost savings compared to traditional dealer-direct purchases.

The results are as follows:

<u>Model</u>	<u>Unit Cost</u>	<u>Contract Number</u>
2025 HV607 SBA	\$91,978.38	ND State 378-24

The Review Committee, consisting of Ben Dow and Tom Ganje, evaluated North Dakota State Contract 378-24 for the procurement of a large aerial truck. This contract is part of a cooperative purchasing program that provide government and public entities with access to competitively awarded agreements for goods and services. North Dakota State Contract 378-24 offers state-negotiated pricing. Funding for this project is included in the 2025 Forestry budget. A four-year lease agreement will be secured at the time of purchase.

SUGGESTED MOTION:

Move to approve the purchase of one (1) 2025 HV607 SBA Chassis from North Central INTL LLC in the amount of \$91,978.38, to be financed through a four-year lease agreement secured at the time of purchase.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Forestry
Date of request:	7/8/2025	Phone Number:	241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:	<i>Benjamin Dow</i>	Estimated Amount of Purchase:	\$91,978.38

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

2025 HV607 SBA (HV607) Chassis

Provide source of existing State contract and Contract number:

ND State Contract #378

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: North Central INTL LLC

Address: PO Box 993

City: Willmar **State:** MN **Zip Code:** 5620 10993

Contact Person: Greg Barsgard **Title:** Sales

Telephone: 701-282-2817 **Email:** Greg.Barsgard@northcentralintl.com

Purchasing Manager Approval:

Piggyback (PBC) Number:

PBC25229

INTERNATIONAL

July 07, 2025

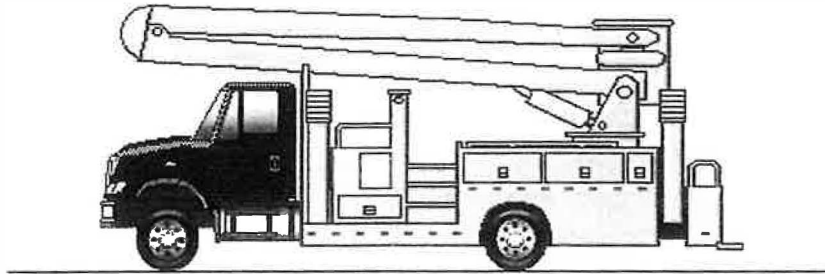
Prepared For:

City of Fargo
 TOM GANJE
 402 23rd St. N
 Fargo, ND 58102-4114
 (701)241 - 1460
 Reference ID: N/A

Presented By:

NORTH CENTRAL INTL LLC
 Greg Barsgard
 PO BOX 993
 WILLMAR MN 562010993
 701-282-2817

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
 2025 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Bucket Lift
MISSION:	Requested GVWR: 33000. Calc. GVWR: 34220. Calc. GCWR: 50000 Calc. Start / Grade Ability: 30.23% / 1.92% @ 55 MPH Calc. Geared Speed: 87.8 MPH
DIMENSION:	Wheelbase: 187.00, CA: 119.90, Axle to Frame: 100.00
ENGINE, DIESEL:	{Cummins B6.7 280} EPA 2024, 280HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 280 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 5F79, Forest Green Metallic (Prem) Chassis schematic N/A

INTERNATIONAL

Vehicle Specifications
2025 HV607 SBA (HV607)

July 07, 2025

7, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV60700	Base Chassis, Model HV607 SBA with 187.00 Wheelbase, 119.90 CA, and 100.00 Axle to Frame.	6136/3644	9780	0
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	15
1ANA	AXLE CONFIGURATION 4x2	-40/-95	-135	0
	<u>Notes</u>			0
	: Pricing may change if axle configuration is changed.			38
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	21/490	511	0
1LLD	BUMPER, FRONT Contoured, Steel	-10/2	-8	2
1SAL	CROSSMEMBER, REAR, AF (1)	-5/25	20	
1WAC	BUMPER EXTENSION, FRONT 4.0"	20/0	20	0
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	74/-74	0	
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60	
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	
	<u>Includes</u>			
	: BRAKE LINES Color and Size Coded Nylon			
	: DRAIN VALVE Twist-Type			
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster			
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel			
	: PARKING BRAKE VALVE For Truck			1
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4			0
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2. SR-7 with relay valve for 6x4/8x6			0
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0	
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0	2
4EBT	AIR DRYER {Bendix AD-IP} with Heater	13/14	27	
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1	74
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0	
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	14/7	21	0
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	0/0	0	1
4XCJ	BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity	0/0	0	3
4XCK	BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle	0/0	0	0
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes	1/0	1	0

INTERNATIONAL

Vehicle Specifications
2025 HV607 SBA (HV607)

July 07, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights: Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-20	-20
60ABC	BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine	0/0	0
7382135439	(2) TIRE, FRONT 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	4/0	4
7382135444	(4) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/20	20
	Services Section:		
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
	Total Component Weight:	6553/4315 (lbs)	10868 (lbs)
		(lbs)	(lbs)
	STD GET READY-DOT-PARAMETERS-WASH-PDI W/BATTERY TEST-WINTER FRONT	0/0	0
	2025 TARIFF AS OF 6/25/25	0/0	0
	Total Goods Purchased:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

INTERNATIONAL

Financial Summary
2025 HV607 SBA (HV607)

July 07, 2025

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$91,978.38

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

* price has a 2,000.00 of current
tariffs already added. May change
between order date & time of build!

GB
u



**PUBLIC
WORKS**

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

July 25, 2025

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: Filters; Oil, Gas, Air, Hydraulic and Transmission (RFP25211)

Commissioners:

On July 18, 2025, four (4) proposals were received and read for oil, gas, air, hydraulic and transmission filters used by Central Garage Maintenance Department. Central Garage's annual filter consumption is approximately 1,709 units.

The results are as follows:

<u>Vendor</u>	<u>Projected Usage</u>
NAPA Central	\$31,673.10
Auto Value Fargo	\$33,388.03
Elliot Auto Supply Co. Inc.	\$37,575.93
Cummins Inc.	\$43,831.73

The review committee consisting of Allan Erickson, Tom Ganje and Dan Shaeffer determined that NAPA Central had the lowest-cost proposal and met all the specifications specified. The terms of the RFP are for and initial (3) three years with a written extension for up to an additional (2) two years. Our recommendation is to award NAPA Central into a (3) three contract with the option to extend for (2) two additional years. Funding for this project is included in the 2025 Central Garage operational budget.

SUGGESTED MOTION:

Approve the recommendation to purchase oil, gas, air, hydraulic and transmission filters from NAPA Central in the amount of \$31,673.10.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

**2025 Filters ; Oil,Gas,Air,Hydrualic and Transmission
City of Fargo
RFP25211
7/22/2025**

	NAPA Central	Auto Value Fargo	Elliot Auto Supply Co. Inc.	Cummins Inc.
Filter Make	Baldwin Donaldson PGI	WIX Baldwin	WIX Balwin	Fleetguard
Complete Filter List	Yes	No	Yes	No
Price	\$31,673.10	\$33,388.03	\$37,575.93	\$43,831.73
Rebate Program	Yes	No	No	No

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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 Via Mobility LLC entered into an agreement through North Dakota State Contract #283.

Via Mobility LLC provides paratransit software that allows The City of Fargo's Transit Department (MATBUS) to provide paratransit 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 transitioning Microtransit software service providers from the City's current provider, Transloc, to Via. The intention is to begin microtransit services with Via and provide Transloc with a notice of termination.

Recommended motion: Approve the attached State Contract Contractor Work Order Request with Via Mobility LLC.

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 RFP23215	Issue Date December 27, 2023	
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

<p>a. Describe Scope of Work Post implementation use of Scheduling and Dispatching Paratransit bus software/hardware, including the launch of one or more Microtransit zones (see Appendix A). 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 Via Mobility LLC. Pricing will be based on a monthly minimum of 13 vehicles (See Appendix B).</p>
<p>b. Budget Available (if applicable) N/A</p>

2.Staffing Requirement (if applicable)

Job Class/Skill Set	Number of Staff
N/A	

3. Agreement Type <input checked="" type="checkbox"/> Fixed Cost	4. Project Start Date August 1, 2025	5. Project End Date Dec 31, 2024
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6. Schedule of Deliverables

Deliverable	Start Date	Completion Date
Post implementation use of scheduling and dispatching paratransit bus software/hardware	August 1, 2025	July 31, 2027
Scheduling and dispatching Microtransit bus software/hardware launch	August 2025	September 2025
Post implementation use of scheduling and dispatching Microtransit bus software/hardware	September 2025	July 31, 2027
Launch new Microtransit zones, including North Dakota State University's campus and safe ride service on the Via platform (see Appendix A)	September 2025	December 2025

7. Location of WorkCity of Fargo Metro Transit Garage, 650 23rd 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 #283, 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
\$108,400

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: Ben Gordon
Title: IT Procurement Officer	Title: Partner Success Principal
Address: 600 East Boulevard Avenue	Address: 400 Montgomery Ave, Floor 4
City, State, Zip: Bismarck, ND 58505	City, State, Zip: San Francisco, CA 94111
Phone:	Phone: 301.448.7104
Email: skarumanchi@nd.gov	Email: ben.gordon@ridewithvia.com ; copy to Legal@ridewithvia.com

Participating Entity Contractor

Participating Entity Name: City of Fargo, Transit	Contractor Name: Via Mobility, LLC
Signature 	Signature
Printed Name: Cole Swingen	Printed Name
Title: Assistant Transit Director – Operations	Title

[illegible]

Appendix B – Detailed Pricing

Via SaaS Pricing Proposal for MATBUS



	Description	Amount
Installation Fee	Upfront, One-Time Fee for Microtransit Launch	\$10,000
	Fixed Monthly Fee - Up to 13 Active Vehicles ¹²	\$4,100
	Incremental Monthly Fee per Vehicle - Active Vehicles 14+ ³	\$260
	<i>Memo: Minimum Annual Fee (Year 1)</i>	<i>\$49,200</i>
Annual & Monthly Fees		
Total 2-Year Cost	13 Active Vehicles	\$108,400

¹ Payable upfront annually as the Minimum Annual Fee

³ An active vehicle is defined as the maximum number of distinct vehicles that use the Via Solution on any given day over the course of the applicable calendar month.