

FARGO CITY COMMISSION AGENDA
Tuesday, September 2, 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, August 18, 2025 and Special Meeting, August 27, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Amending Sections 25-1506, 25-1507 and 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Licensing and Regulating Businesses and Trades.
- 2. 1st reading of an Ordinance Amending Section 2-0202 of Article 2-02 of Chapter 2 of the Fargo Municipal Code Relating to Election Dates.
- 3. 1st reading of an Ordinance Amending Section 2-0205 of Article 2-02 of Chapter 2 of the Fargo Municipal Code Relating to Election Procedures.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Amending Sections 12-0306, 12-0308, 12-0310, 12-0311 and 12-0314 of Article 12-03 of Chapter 12 of the Fargo Municipal Code Relating to Domestic Fowl, Wild Birds and Pets; 1st reading, 8/18/25.
- 5. Applications for Games of Chance:
 - a. Fargo Davies High School for a raffle on 9/4/25-10/30/25.
 - b. NDAWWA Water for People Committee for a raffle on 10/15/25.
- 6. Consolidated Agreement for Special Improvements with Dakota Commerce Center 5, LLC (Improvement District Nos. BN-23-F1 and BN-25-C1).
- 7. Developer Agreement with County 20 Storage & Transfer, Inc. for 46th Avenue Industrial Park Second Addition.
- 8. Developer Agreement with GBP, LLC for Valley View Twelfth Addition.
- 9. Bid award to Dakota Underground Company Inc. in the amount of \$8,585,918.81 for Improvement District No. BN-25-C1.
- 10. Create Improvement District No. BN-26-A and adopt Resolution of Necessity (New Paving and Utility Construction).
- 11. Change Order No. 1 in the amount of \$91,738.00 for Project No. SR-25-A1.

12. Change Order No. 1 for a time extension to the Substantial and Final Completion Dates of 10/31/2025 and 11/30/2025 for Project No. UR-24-C1.
13. Final Balancing Change Order No. 1 in the amount of \$4,335.00 for Project No. ER-24-C1.
14. Bid award in the amount of \$13,860.00 and Agreement with Limble Solutions, Inc. for a computer maintenance management system (RFP25176).
15. Twelfth Amended Lease Agreement with North Dakota State University and Fargo Dome Authority.
16. Items from the FAHR Meeting:
 - a. Receive and file Sales Tax update.
 - b. Receive and file General Fund – Budget to Actual through 6/30/25.
 - c. Receive and file General Fund – Budget to Actual through 7/31/25.
 - d. Receive and file General Fund – 2025 Year End Projections through 6/30/25.
 - e. Independent Auditor's report and the City's Annual Comprehensive Financial Report for the year ending 12/31/24.
 - f. Reallocation of \$279,274.00 from the approved 2025 Public Safety Sales Tax plan to the Public Safety Sales Tax Reserve and to approve the timing adjustments of promotions and hiring as presented.
17. Request for out-of-grade pay for Archie Ingersoll and Brian Sellin effective 8/18/25.
18. Bid award to Safety-Kleen Systems in the amount of \$72,475.60 for Central Garage lubricating oil products (RFP25210).
19. Direct the City Attorney's Office to work with the Public Works Department to review and update Article 8-1009 – Night Parking Restrictions.
20. Solid Waste Management Agreement for Private Haulers with Fuchs Sanitation.
21. Submission of the City of Fargo Transit Policy of Title VI Civil Rights Program to the Federal Transit Administration.
22. ND Department of Transportation Amendment to Contract No. 38231169 for additional transit capital funds (CFDA #20.526).
23. Written Renewal of Contract with Ambassador Inc. d/b/a Ambassador Cleaning.
24. Agreement for Transit Services and 2025-2026 Amendments to Joint Powers Agreement for Transit Support with North Dakota State University.
25. Change Order No. 1 in the amount of \$146,458.00 for Project No. WA2255.
26. Change Order No. 1 in the amount of \$13,981.35 and time extensions to the substantial completion dates to 9/15/25 and 12/1/25 and the final completion date to 12/31/25 for Project No. WW2005.
27. Task Order No. 15 with AE2S in the amount of \$136,400.00 for Project No. WW2352.
28. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

29. **PUBLIC HEARING** – Special Assessments for Skyway Maintenance Fees.
30. **PUBLIC HEARING** – Special Assessments for Nuisance Abatement Fees - Snow Removal.
31. **PUBLIC HEARING** – Special Assessments for Unpaid Utilities.
32. **PUBLIC HEARING** – Application for the transfer of ownership for a Class “F” Alcoholic Beverage License for La Fiesta Mexican & American Grill, LLC d/b/a Casa Mexico Taqueria Express located at 2511 Kristen Lane South.
33. **PUBLIC HEARING** – Brekke 64th Avenue Addition (1606 and 1648 64th Avenue South); approval recommended by the Planning Commission on 4/1/25:
 - a. Zoning Change from SR-2, Single-Dwelling Residential to SR-4, Single-Dwelling Residential.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Brekke 64th Avenue Addition.
34. **PUBLIC HEARING** – Hearing on proposed increase in passenger fares and fare structure adjustments for MATBUS fixed routes and paratransit, effective January 1, 2026.
35. **PUBLIC HEARING** – Permanent Route and Service Changes for MATBUS.
36. **PUBLIC HEARING** – Hearing on a dangerous building located at 1202-1204 1st Avenue South and 103, 105 and 105 1/2 12th Street South.
37. Recommendation to deny the extension request for the dangerous building located at 1102 1st Avenue South.
38. Update on the Communications Department.
39. Construction Update.
40. Recommendation for appointments to the Native American Commission.
41. Liaison Commissioner Assignment Updates.
42. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).

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

Minutes are available on the City of Fargo website at www.FargoND.gov/CityCommission.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

25-1506. – Licenses – Classifications.

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

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

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

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

Section 2. Amendment.

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

25-1507. – Licenses – Fees.

A. Initial Issuance Fee—

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Class B Annexation--\$90,000

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

Class B Annexation--\$1,400

Section 3. Amendment.

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

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

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

30. Class B Annexation—No Limit

Section 4. Penalty.

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

Section 5. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-0202 OF ARTICLE 2-02 OF CHAPTER 2, OF
THE FARGO MUNICIPAL CODE
RELATING TO ELECTION DATES

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 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 40-05.1-06(9) of the North Dakota Century Code as amended effective August 1, 2025, no longer provides home rule cities with the power to provide for matters pertaining to city elections.

WHEREAS, Section 40-21-02 of the North Dakota Century Code provides that biennial municipal elections must be held on the second Tuesday in June in each even-numbered year.

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 2-0202 of Article 2-02 of Chapter 2 of the Fargo Municipal Code is hereby amended to read as follows:

§2-0202. Elections – When held – Notice – Polls – Judges and inspectors

Biennial city elections shall be held in the city of Fargo on the ~~same date as the primary election as specified in North Dakota state law in each~~ second Tuesday in June in each even-numbered year. The city elections shall comply with state law and the board of City Commissioners may contract with Cass County for all matters relating to conducting the city election. at such place or places as the board of city commissioners shall designate. Ten days' notice of the time and place of the biennial city election and any special city election, and of the offices to be filled at such election shall be given by the city auditor by publication in the official newspaper of the city.

~~The polls shall be opened and closed as provided by state law for the opening and closing of polls at primary, general, and special elections. For all biennial city elections, the board of city commissioners shall appoint one inspector for each precinct at least 21 days before the election is held, and two judges of election for each precinct at least 10 days before the election is held. For special city elections, the board of city commissioners shall appoint one inspector, and two judges of election for each precinct in the city at least 10 days before the election is held. Each precinct election judge, in either a biennial or a special city election, shall appoint a poll clerk who shall be a qualified elector of the precinct in which he is to serve.~~

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, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-0205 OF ARTICLE 2-02 OF CHAPTER 2, OF
THE FARGO MUNICIPAL CODE
RELATING TO ELECTION PROCEDURES

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 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 40-05.1-06(9) of the North Dakota Century Code as amended effective August 1, 2025, no longer provides home rule cities with the power to provide for matters pertaining to city elections.

WHEREAS, Section 16.1-01-06.1 of the North Dakota Century Code prohibits the use of approval voting to elect local officials.

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 2-0205 of Article 2-02 of Chapter 2 of the Fargo Municipal Code is hereby amended to read as follows:

§2-0205. Election Procedures

- A. Methodology. City officials will be elected so that each voter may vote for ~~all the~~ as many candidates as there are open seats. ~~the voter approved in each race. The individual receiving the highest number of votes for any office is deemed elected to that office.~~ Candidates receiving the most votes will be elected until all necessary seats are filled in each race.
- B. Ballot instructions. For each race to elect city officials, the instructions on the ballot will instruct voters as to the maximum amount of candidates which a voter may select

~~on the ballot for the specific race. with the directions, "Vote for ALL the names you approve of," with "ALL" being written in the uppercase.~~

- C. Reporting of Results. For each candidate's result in each race, reported vote percentage must be calculated by taking the total number of votes for that candidate divided by the total ballots cast.

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, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

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

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

Section 2. Amendment

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

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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:

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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
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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.

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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:



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

(5)

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 Davies High School Volleyball Season 2025-2026		Dates of Activity (Does not include dates for the sales of tickets) see below	
Organization or Group Contact Person LaShalle Leingang	E-mail kleinga@hotmail.com	Telephone Number 701.367.8102	
Business Address N/A	City	State	ZIP Code
Mailing Address (if different) 1595 72nd Ave S	City Fargo	State ND	ZIP Code 58104

SITE INFO

Site Name Fargo Davies High School	County Cass
Site Physical Address 7150 25th Street South	City Fargo
State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) September 4th, September 18th, September 23rd, September 30th, October 2nd, October 9th, October 21st, October 30th	

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

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

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer LaShalle Leingang	Telephone Number 701-367-8102	E-mail Address kleinga@hotmail.com
Signature of Organization Group's Permit Organizer 	Title	Date 8/27/25



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

5b

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 NDAWWA WATER FOR PEOPLE COMMITTEE		Dates of Activity (Does not include dates for the sales of tickets) October 15, 2025	
Organization or Group Contact Person MIRANDA KLEVEN	E-mail MIRANDA.KLEVEN@AE2S.COM	Telephone Number 701-740-3388	
Business Address 4050 GARDEN VIEW DRIVE STE 200	City GRAND FORKS	State ND	ZIP Code 58201
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Holiday Inn Hotel & Convention Center		County CASS	
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.) 10/15/2025 50/50 Raffle Drawing			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% Proceeds received from sale of \$1.00 raffle tickets	
Total (limit \$50,000 per year)		\$ 0.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Donation to Water For People 501 (C) (3) Nonprofit Organization (45-0420756)	
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 a city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 810.00 (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Casey Danielson	Telephone Number 701-364-9111	E-mail Address casey.danielson@ae2s.com
Signature of Organization Group's Permit Organizer 	Title Senior Administrative Assistant- AE2S	Date 8/19/2025

6

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Agreement for Special Improvements – Hyde Development.

DATE: August 26, 2025

Dakota Commerce Center 5 LLC (Hyde Development) has requested municipal improvements in Dakota Commerce Center North Addition. Attached is the Agreement for Special Improvements relating to improvement district #BN-23-F1 and BN-25-C1. Hyde Development has executed this agreement and provided the necessary Letter of Credit.

Recommended Motion:

Approve the agreement for special improvements between the City of Fargo and Dakota Commerce Center 5 LLC (Hyde Development) for municipal improvements in Dakota Commerce North Addition, Improvement District #BN-23-F1 and BN-25-C1.

**CONSOLIDATED
AGREEMENT FOR SPECIAL IMPROVEMENTS
DAKOTA COMMERCE CENTER 5**

THIS AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 2025, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY"; and Dakota Commerce Center 5, LLC, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Asphalt Pavement and Incidentals hereinafter "Utilities", serving Lots 5, 6, and 7, Block 1 in Dakota Commerce Center North Addition hereinafter "Phase 1"; and

WHEREAS, in connection with Phase 1, CITY and DEVELOPER entered into that certain Agreement for Special Improvements dated April 19, 2024 ("Phase I Agreement") pursuant to which DEVELOPER agreed to pay certain special assessments relating to Utilities in Phase 1, with such obligations secured by a letter of credit in the amount of \$2,100,000.00 ("Phase 1 LOC"); and

WHEREAS, DEVELOPER has also made request of CITY for Sanitary Sewer, Water Main, Asphalt Pavement and Incidentals hereinafter "Utilities", serving Lots 1, 2, 3 and 4, Block 1 in Dakota Commerce Center North Addition, hereinafter "Phase 2" (Phase 1 and Phase 2 are hereinafter the "Development"); and

WHEREAS, CITY has approved the installation of Utilities in the Development with certain conditions and requirements; and

WHEREAS, in connection with Phase 1, CITY created Special Improvement District Number BN-23-F1 hereinafter "SID #BN-23-F1", for the purpose of constructing Utilities in Phase 1; and

WHEREAS, in connection with Phase 2, CITY has agreed to create Special Improvement District Number BN-25-C1 hereinafter "SID #BN-25-C1", for the purpose of constructing Utilities in Phase 2; and

WHEREAS, in connection with Phase 2, CITY requested that DEVELOPER enter into a Consolidated Agreement for Special Assessments ("Consolidated Agreement") pursuant to which DEVELOPER would agree to pay certain special assessments relating to SID #BN-23-F1 and SID #BN-25-C1 in both Phase 1 and Phase 2; and

WHEREAS, DEVELOPER has requested that the letter of credit obligations for Phase 1 and Phase 2 be consolidated into a single letter of credit ("Consolidated LOC") in the amount of \$2,100,000.00 (the "Original Consolidated LOC Amount"), and CITY has agreed to such consolidation on the terms hereinafter set forth; and

WHEREAS, CITY and DEVELOPER wish to combine the obligations of the Phase 1 Agreement and the obligations for Phase 2 into this Agreement.

NOW, THEREFORE, It is hereby agreed by and between the parties as follows:

1. CITY agrees to create SID #BN-25-C1 for purpose of constructing Utilities in Phase 2 of the Development, to finance the Utilities through its municipal bonding authority, and to levy special assessments against said property for the payment of the bonds sold to finance the Utilities.

2. Subsequent to the execution of this Agreement and prior to the award of a contract for construction of the Utilities in Phase 2, DEVELOPER agrees to furnish to CITY the Consolidated LOC in an amount equal to two million one-hundred thousand Dollars (\$2,100,000.00); such Consolidated LOC to be retained and utilized by CITY pursuant to this Agreement or to be returned to DEVELOPER upon satisfaction of all of DEVELOPER'S obligations under this Agreement. The form and sufficiency of the credit which is furnished to CITY shall be subject to the approval of CITY, and CITY may, in its reasonable discretion, accept or reject the form of the Consolidated LOC which is offered by DEVELOPER. The Consolidated LOC is to be provided in lieu of the Phase 1 LOC or any additional letter of credit for Phase 2, and in full satisfaction of the letter of credit obligations otherwise provided in the Phase 1 Agreement and this Agreement. Upon DEVELOPER'S delivery of the amended Consolidated LOC or upon DEVELOPER'S delivery of an amendment to the Phase 1 letter of credit currently retained by the CITY that satisfies the requirements for the Consolidated LOC, CITY agrees to ensure the total amount of outstanding letters of credit for Phase I and Phase 2 does not exceed \$2,100,000. If at any time DEVELOPER provides a replacement Consolidated LOC to CITY that meets the requirements of this Agreement, CITY agrees to return the previous Consolidated LOC to DEVELOPER. This Agreement is given in substitution for and replacement of the Phase 1 Agreement and any other agreement needed for Phase 2 in their entirety.

3. DEVELOPER shall have the right to cancel this Agreement at any time prior to the award of a contract for construction of the Phase 2 Utilities; provided, that written notice of such cancellation shall be delivered to CITY at least 72 hours prior to the time scheduled for such contract award and provided further, that DEVELOPER pays to CITY, at the time of delivery of such written notice, an amount which is equal to 0.5% of the estimated costs for the construction of said Utilities (as reasonably determined by CITY) or \$1,000, whichever is greater. The parties hereto understand and agree that CITY has incurred substantial administrative, engineering and other expenses for preparation of plans, solicitation of bids and other tasks and that the amount of such expenses would be impossible to ascertain with certainty and that the cancellation payment as hereinabove provided constitutes liquidated damages and is fair and reasonable compensation for such expenses. It is further understood and agreed that in the event that DEVELOPER cancels this Agreement without making payments as hereinabove provided, CITY may draw upon the Consolidated LOC or other security which has been furnished pursuant to paragraph 2 of this Agreement in the amount of such liquidated damages. Further, if DEVELOPER cancels this Agreement as provided in this paragraph, the Phase 1 Agreement shall be deemed fully revived and in full force and effect with respect to the Phase 1 Utilities.

4. DEVELOPER agrees, for and on behalf of itself and its successors and assigns, to keep all property taxes current and to pay on or before October 15th of each year, the current annual installment of special assessments and any accrued penalties on each and every unimproved lot located in the Development currently owned by DEVELOPER. It is understood and agreed that a transfer of any of the lots in the Development from DEVELOPER to third parties shall transfer the obligation to such third parties to assume the obligation to timely make such payments. A transfer of a lot in the Development shall relieve DEVELOPER of its obligation to make the annual installments of special assessments for such lot provided that any purchaser from DEVELOPER agrees to assume such obligations in writing for the benefit of CITY. Thereafter, the CITY shall have its customary recourse against any such purchaser for a failure to timely make payments of property taxes and installments of special assessments.

5. The Consolidated LOC to be furnished as security by DEVELOPER pursuant to paragraph 2 above shall be irrevocable without the express written consent of CITY. Provided that the Consolidated LOC may provide that it will expire 60 days after written notice is given to CITY by certified mail, return receipt requested.

6. In the event that DEVELOPER fails to pay on or before October 15th of each year, annual installments of special assessments and any accrued penalties on any lots in the Development owned by DEVELOPER, as provided in paragraph 4 above, CITY may draw on the Consolidated LOC which has been furnished to CITY in the amount of such unpaid Phase 1 or unpaid Phase 2 installments and apply said funds to pay the delinquent installments of special assessments and accrued penalties thereon. Any amount remaining to be drawn on the Consolidated LOC after payment of delinquent installments of special assessments may, in the discretion of CITY, be drawn in the future as security and subsequently be applied toward future installments of special assessments that are not timely paid when they become due as set forth in this Agreement. CITY agrees that it shall not draw upon the Consolidated LOC without first giving DEVELOPER ten (10), days' written notice of its intent to do so and permitting DEVELOPER to then pay such delinquent installments and penalties to avoid a draw on the letter credit, said notice being deemed to be delivered when it is addressed to the DEVELOPER and is deposited in the regular U.S. Mail system, with concurrent notice sent by email to DEVELOPER at paul@hyde-dev.com.

7. In the event that DEVELOPER fails to pay on or before October 15th of each year, annual installments of special assessments as provided in paragraph 4 and 6 above, and if the amount of the Consolidated LOC which has been furnished to CITY is not sufficient to pay the amount of delinquent installments and penalties thereon, CITY shall have a cause of action against DEVELOPER for the delinquent installments and penalties thereon.

The parties hereto understand and agree that this Agreement is made as an inducement for installation of Utilities in the Development by CITY and that the remedy provided herein is in addition to any and all statutory remedies provided for collection of delinquent taxes and special assessments.

8. Upon improvement of a lot located in the Development, or upon sale of an unimproved lot in the Development to a third-party that assumes in writing for the benefit of the

CITY the obligation to timely pay installments of special assessments and property taxes, both the amount of the Consolidated LOC when it is renewed annually and the ability to draw for special assessments and property taxes on the Consolidated LOC by CITY for Lots 1, 2, 3 and 4 shall be reduced by \$350,000 as each lot is improved or sold. For Lot 7, the ability to draw on the Consolidated LOC shall be reduced by \$700,000 as it is improved or sold. At each annual renewal, the Renewed Consolidated LOC Amount (the "Renewed Consolidated LOC Amount") should be equal to the Original Consolidated LOC Amount reduced by the amounts of any lots improved or sold as detailed in this Section 8.

It is specifically understood and agreed that "improvement" or "improved" means issuance of a permit for construction of a building such as a house, apartment building, office building or commercial structure or other principal building reflecting the intended use of the Development. Upon the improvement or sale of all lots in the Development, or upon payment of the entire balance of special assessments for SID #BN-23-F1 and SID #BN-25-C1 levied on the Development, whether certified for collection or not, CITY shall return to DEVELOPER the Consolidated LOC which may then be cancelled by DEVELOPER.

9. In addition to the reduction of the authorization to draw on the amount of the Consolidated LOC described in paragraph 8 above, subsequent annual renewals of the Consolidated LOC provided in the Agreement may also be reduced once the balance of uncertified special assessments that are part of SID #BN-23-F1 and SID #BN-25-C1 for all unimproved lots owned by DEVELOPER in the Development is less than the total amount of security provided, in which case the security may be reduced to an amount equal to the uncertified special assessments for SID #BN-23-F1 and SID #BN-25-C1 on all unimproved lots owned by the DEVELOPER.

10. In the event of expiration of the Consolidated LOC upon written notice as provided in paragraph 5 of this Agreement, if at that time any lots in the Development are not improved or have not been sold, or if all special assessments owing on lots owned by DEVELOPER are not paid, all as set forth above, then, and in that event, CITY may draw upon the Consolidated LOC and the proceeds thereof shall be applied first toward unpaid special assessments for SID #BN-23-F1 and SID #BN-25-C1 levied against said lots which have not been certified for collection. Any amount remaining after application of funds to uncertified special assessments shall be applied to special assessments for SID #BN-23-F1 and SID #BN-25-C1 which have been certified for collection. It shall be in the sole discretion of CITY whether any remaining funds shall be applied uniformly to all unimproved lots owned by DEVELOPER in the development, or selectively to any particular lot or lots. If the amount of cash available from the Consolidated LOC is not sufficient to pay all special assessments for SID #BN-23-F1 and SID #BN-25-C1 on all unimproved lots owned by DEVELOPER in the Development, CITY shall have a cause of action against DEVELOPER for the deficiency, all as provided in paragraph 7 hereof.

11. DEVELOPER hereby agrees to indemnify the CITY for any expenses involved in the enforcement of this Agreement, including, but not limited to, reasonable attorneys fees and costs.

12. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Transfer or conveyance of any or all of the lots in the Development shall be made subject to the assumption in writing by purchaser for the benefit of CITY of the obligations to timely pay all installments of special assessments for SID #BN-23-F1 and SID #BN-25-C1 for such purchased lots. This Agreement shall be deemed to be separable, and the failure of any of its terms shall not constitute failure of the remaining terms of the Agreement, and the terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of North Dakota.

Dated the day and year first above written.

THE CITY OF FARGO, a municipal corporation

By _____
Tim Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

DAKOTA COMMERCE CENTER 5 LLC

By *Paul Hyde* _____
Paul Hyde, President

Consolidated Agreement for Special Assessments

Final Audit Report

2025-08-25

Created:	2025-08-25
By:	Mike Wardwell (Mike@hyde-dev.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9la0rNSRneNrQ55ETgJ-AizZzD4Jg04_

"Consolidated Agreement for Special Assessments" History

-  Document created by Mike Wardwell (Mike@hyde-dev.com)
2025-08-25 - 3:38:21 PM GMT
-  Document emailed to Paul Hyde (paul@hyde-dev.com) for signature
2025-08-25 - 3:38:53 PM GMT
-  Email viewed by Paul Hyde (paul@hyde-dev.com)
2025-08-25 - 3:39:32 PM GMT
-  Document e-signed by Paul Hyde (paul@hyde-dev.com)
Signature Date: 2025-08-25 - 3:40:31 PM GMT - Time Source: server
-  Agreement completed.
2025-08-25 - 3:40:31 PM GMT



**IRREVOCABLE LETTER OF CREDIT
FOR CITY OF FARGO
SPECIALS IMPROVEMENT PROJECT**

At the request of Dakota Commerce Center 5 LLC ("Borrower"), on behalf of Hyde Development ("Hyde Development") or ("Developer"), Alerus Financial, N.A. ("Lender", "we" or "us") hereby establishes as surety to The City of Fargo, North Dakota ("City of Fargo, "you" or "your") an **Irrevocable Letter of Credit No. 200793** in your favor and authorize you to draw on us from time to time in whole or in part, up to the aggregate amount of **Two Million One Hundred Thousand and no/100 Dollars (\$2,100,000.00)**, and we engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be fully honored by us if presented at the Alerus Financial, N.A. office on or before 5:00 p.m. CST on a business day on or before April 29, 2026, (the "Expiration Date"). This Letter of Credit may not be renewed.

Any draft(s) drawn by you under this Letter of Credit shall be accompanied by your certification that the following exists:

- (a) Hyde Development has failed to fully comply with the requirements of paragraph 8 of the Consolidated Agreement for Special Improvements Dakota Commerce Center 5 for Special Improvements District Number BN-23-F1 and Special Improvements District Number BN-25-C1 dated August 25, 2025.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

You shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for you, purporting to claim through you, or posing as you without your authorization. By paying an amount demanded in accordance with

this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to you, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by you of the proceeds of such payment. By presenting upon Lender or a confirming bank, you certify that you have not and will not present upon the other, unless and until you meet with dishonor. You promise to return to Lender any funds received by you in excess of the Letter of Credit's maximum drawing amount.

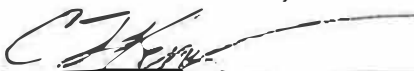
This Letter of Credit will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions, and except the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Letter of Credit has been accepted by Lender in the State of North Dakota.

We hereby represent and affirm that the execution of this Letter of Credit will not constitute a violation of any law or regulation which may limit the amount of credit which can be extended by this Lender to any single borrower or customer.

Your acceptance of this Letter of Credit will constitute your agreement that we shall not be liable under this Letter of Credit for an amount greater, in the aggregate, than the sum designated in the first paragraph hereof, and shall not be liable as respects any obligation related to the improvement project performed after the Expiration Date of this Letter of Credit.

Signed and dated this 26th day of August, 2025.

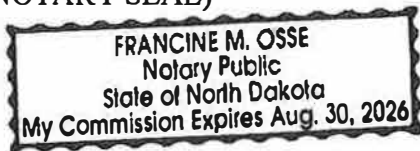
Lender: Alerus Financial, N.A.



By: Cole Keney, Its SVP, Business Banker
2300 S. Columbia Road
Grand Forks, ND 58201
Phone: 701.280.5136

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

On this 26th day of August, 2025 before me personally appeared **Cole Keney**, known to me to be the **SVP, Business Banker** of **Alerus Financial, N.A.**, the banking corporation which executed the above and foregoing instrument and acknowledged to me that on behalf of said corporation same was executed as the corporate free act and deed.

(NOTARY SEAL)




NOTARY PUBLIC
My Commission Expires:

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(7)

Type: Developer Agreement

Location: 46th Avenue Industrial Park Second Addition

Date of Hearing: 8/25/2025

Routing

City Commission

Date

9/2/2025

PWPEC File

X

Project File

Nathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Developer Agreement with County 20 Storage & Transfer, Inc.

Because the Developer is zoning Lot 2, Block 1 and Lot 1, Block 3 as agricultural, staff has determined that a portion of 33rd Street North and 48th Avenue North right of way adjacent to these two lots do not need to be improved with public infrastructure until the lots are rezoned or as otherwise determined necessary by the City. Prior to rezoning, the Developer will be required to submit an infrastructure request for improvements of these portions of right of way. Additionally, the Developer Agreement clarifies that the Developer may continue to utilize these portions of right of way for agricultural purposes until such time as improvements are made.

The Developer Agreement further addresses the eventual construction of 52nd Avenue North, located along the north side of the Addition. While construction of 52nd Avenue North is not immediately required to support the development, the City will construct it at a future date to be determined. Due to this delay in construction, the Developer Agreement includes the Developer agreeing to waive their right to protest the resolution of necessity for this future 52nd Avenue North project.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the Developer Agreement for 46th Avenue Industrial Park Second Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for 46th Avenue Industrial Park Second 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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: August 20, 2025
Re: Developer Agreement for 46th Avenue Industrial Park Second Addition

Background:

The 46th Avenue Industrial Park Second Addition (Addition) involves the platting of five industrial lots and dedication of right of way for 33rd Street North and 48th Avenue North, adjacent to the previously platted 46th Avenue Industrial Park Addition.

Because the Developer is zoning Lot 2, Block 1 and Lot 1, Block 3 as agricultural, staff has determined that a portion of 33rd Street North and 48th Avenue North right of way adjacent to these two lots do not need to be improved with public infrastructure until the lots are rezoned or as otherwise determined necessary by the City. Prior to rezoning, the Developer will be required to submit an infrastructure request for improvements of these portions of right of way. A map is attached to this Memorandum showing the locations of these two lots and the referenced right of way segments. Additionally, the Developer Agreement clarifies that the Developer may continue to utilize these portions of right of way for agricultural purposes until such time as improvements are made.

The Developer Agreement further addresses the eventual construction of 52nd Avenue North, located along the north side of the Addition. While construction of 52nd Avenue North is not immediately required to support the development, the City will construct it at a future date to be determined. Due to this delay in construction, the Developer Agreement includes the Developer agreeing to waive their right to protest the resolution of necessity for this future 52nd Avenue North project.

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

Recommended Motion:

Approve the Developer Agreement for the 46th Avenue Industrial Park Second Addition.

NAB/klb
Attachments

Developer Agreement

This Agreement, made and entered into between County 20 Storage & Transfer, Inc., (“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 Lots One and Two in Block One, Lots One and Two in Block Two, and Lot One in Block Three of the 46th Avenue Industrial Park Second Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer agrees to make a request for infrastructure to the City for the design, bidding, and construction administration of public infrastructure of 33rd Street North, from 48th Avenue N to northern limits of previously constructed 33rd Street North, and 48th Avenue North, from 33rd Street North to 37th Street North, within the Development Property (the “Initial Project”). The funding of this initial request for infrastructure will follow the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district for the Initial Project.
3. The dedicated right of way of 33rd Street North, from 48th Avenue North to 52nd Avenue North, and the dedicated right of way of 48th Avenue North, from 33rd Street North to the eastern plat boundary of 46th Avenue Industrial Park Second Addition, is not required to be improved as part of the Initial Project. The 33rd Street North right of way will be required to be improved upon the Developer’s request to rezone Lot Two in Block One of 46th Avenue Industrial Park Second Addition. Similarly, the 48th Avenue North right of way will be required to be improved upon the Developer’s request to rezone Lot One in Block Three of 46th Avenue Industrial Park Second Addition. At the City’s discretion, improvements to either or both the 33rd Street North

and/or 48th Avenue North right of way may also be required if platting occurs to the east of 46th Avenue Industrial Park Second Addition.

4. The Developer shall be allowed to continue utilizing the dedicated right of way of 33rd Street North, from 48th Avenue North to 52nd Avenue North, and the dedicated right of way of 48th Avenue North, from 33rd Street North to the eastern plat boundary of 46th Avenue Industrial Park Second Addition, for agricultural purposes until such time as either right of way is improved, as specified in paragraph #3 above. City hereby agrees it will not unreasonably or unnecessarily enter the rights of way described in this paragraph, however, if City determines it must enter the rights of way for a public purpose then the City shall not be responsible for any crop damages that may occur as a result of the City's entry or use of the dedicated right of way.
5. City shall complete street construction and improvements of 52nd Avenue North, from 33rd Street North to 37th Street North, 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 52nd Avenue North improvements will follow the City's Infrastructure Policy in effect at the time of creation of the improvement district for the Future Project.
6. 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.
7. 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.
8. The parties hereby agree that this Agreement may be recorded against the Development Property.

9. 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.
10. 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.
11. 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.
12. 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.
13. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

County 20 Storage & Transfer, Inc

Dated: July 30, 2025

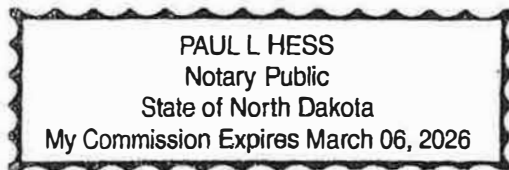
Tari Birkelo

By: Tari Birkelo

Its: CEO

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 30th day of July, 2025, before me, a notary public in and for said county and state, personally appeared Tari Birkelo, an authorized signatory of County 20 Storage & Transfer, Inc, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Paul L Hess
Notary Public
Cass County, ND
My Commission expires: 3/06/2026

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:

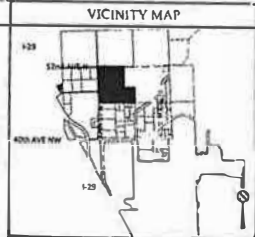
(SEAL)

Exhibit A- Development Property

Lots One and Two in Block One, Lots One and Two in Block Two, and Lot One in Block Three of the 46th Avenue Industrial Park Second Addition in the City of Fargo, Cass County, North Dakota.

Right of way not required to be immediately improved	
--	--

Right of way being immediately improved



46TH AVENUE INDUSTRIAL PARK SECOND ADDITION
FARGO, CASS COUNTY, NORTH DAKOTA

ZONING	
	USE
	AG. AGRICULTURAL DISTRICT
	U. LIMITED INDUSTRIAL DISTRICT



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Developer Agreement

Location: Valley View Twelfth Addition

Date of Hearing: 8/25/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/2/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Developer Agreement with GBP, LLC which addresses allowable uses within the City's existing 20-foot permanent utility easement located on Lots 1 and 3 of the Addition, as well as specifying that the Developer will be solely responsible for all costs related to removal, replacement, or repair of any private surface improvements impacted by the City's maintenance, repair or construction work on its water main infrastructure.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for Valley View Twelfth 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
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

Present	Yes	No	Unanimous
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ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: August 20, 2025
Re: Developer Agreement for Valley View Twelfth Addition

Background:

The Valley View Twelfth Addition (Addition) involves the platting of three commercial lots located adjacent to 40th Avenue South and 54th Street South.

The primary purpose of this Developer Agreement is to address allowable uses within the City's existing 20-foot permanent utility easement located on Lots 1 and 3 of the Addition. The City has the Sheyenne River raw water pipeline within this easement and the Developer acknowledges that only surface-level improvements may be permitted within the easement through a separate Consent to Construct Agreement with the City, which will be created during the site plan permitting process. No underground private improvements will be allowed within this easement area.

The Developer Agreement also specifies that the Developer will be solely responsible for all costs related to removal, replacement, or repair of any private surface improvements impacted by the City's maintenance, repair, or construction work on its water main infrastructure. The City will not assume liability for loss of access, business interruptions, or financial impacts resulting from work within the easement, which will result in loss of access to the properties within the Addition.

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

Recommended Motion:

Approve the Developer Agreement for the Valley View Twelfth Addition.

NAB/klb
Attachments

Developer Agreement

This Agreement, made and entered into between GBP, LLC, a North Dakota limited liability company (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing certain rights and responsibilities related to future construction and site improvements 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 Lots 1-3, Block 1, Valley View Twelfth Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property, including but not necessarily limited to the design and construction of a building on Lot 1 of the Development Property to serve as a coffee shop with drive through access.
2. The City currently has a 20-foot permanent utility easement (Doc. No. 741326) (the “Easement Area”) upon Lots 1 and 3 of the Development Property. The City has watermain infrastructure located with the Easement Area. The Developer hereby understands and agrees that, prior to any future site improvements or construction within, over, or upon the City’s existing Easement Area, the Developer will be required to enter into a consent to construct with the City. The consent to construct agreement(s) will only allow for surface level improvements within, over, or upon the City’s Easement Area. The Developer hereby understands and agrees that no underground improvements of the Development Property will be allowed by City within the Easement Area.
3. Developer further understands and agrees that the consent to construct agreement(s) shall provide and specify that any impacts to the private improvements within the City’s Easement Area, as a result of the City completing any work, repairs, maintenance, or improvements to its watermain infrastructure, will be the sole responsibility of Developer, its successors and assigns, including all costs and expenses for the removal and replacement of any private improvements. The consent to construct agreement(s) shall provide that City, at no time, will have any obligation, financial or otherwise, for the removal, replacement, or repair of any of the private improvements located within,

over, or upon the City's Easement Area. For clarity, this paragraph applies to any development and construction on Lots 1 and 3 of the Development Property.

4. The Developer further understands and agrees that the consent to construct agreement(s) shall provide and specify that Lots 1, 2, and 3 of the Development Property will lose access through the Easement Area when the City must complete any repairs, maintenance, or other work upon the City's watermain infrastructure located within the Easement Area. Developer hereby agrees that City shall have no responsibilities, obligations, or liabilities, financial or otherwise, for business interruptions, lost or reduced revenue, or lost or reduced profits as a result of the loss of access through the Easement Area, or because of impacts to private surface improvements.
5. The parties hereby agree that the City shall not be involved with nor responsible for any of the design, construction, maintenance (including snow removal), or improvements to the Development Property.
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.
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

GBP, LLC

Dated: 8-20-25

B K

By: Brian Kounovsky

Its: President/Authorized Member

STATE OF ND)
) ss.
COUNTY OF CASS)

On this 20 day of August, 2025, before me, a notary public in and for said county and state, personally appeared Brian Kounovsky, an authorized signatory of GBP, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Amanda Dammen
Notary Public
3/30/26, ND
My Commission expires:

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.

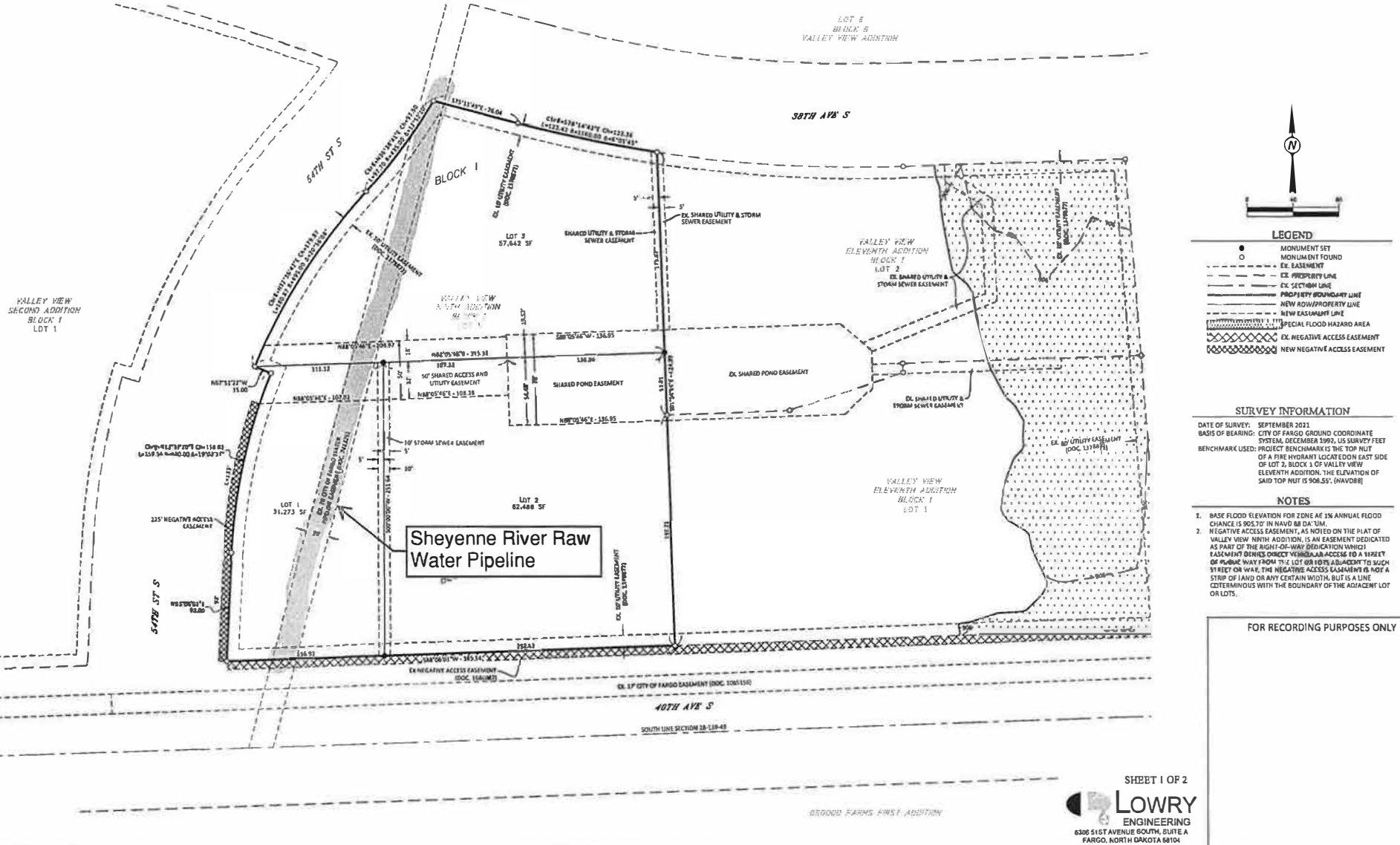
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

Lots 1, 2, and 3, in Block 1 of the Valley View Twelfth Addition in the City of Fargo, Cass County, North Dakota.

A MINOR SUBDIVISION PLAT OF
VALLEY VIEW TWELFTH ADDITION
 A REPLAT OF LOT 1, BLOCK 1, VALLEY VIEW NINTH ADDITION
 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



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August 27, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-25-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, August 27, 2025, for New Paving and Utility Construction, Improvement District No. BN-25-C1, located as follows: Dakota Commerce Center North - Phase II.

The bids were as follows:

Dakota Underground Co Inc	\$8,585,918.81
Park Construction Company	\$8,924,921.59
Sellin Bros, Inc	\$10,914,087.00
Border States Paving Inc	\$13,262,885.89
Engineers Estimate	\$8,400,274.68

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$8,585,918.81 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.

City Engineer

Engineer's Statement Of Cost
Improvement District # BN-25-C1
New Paving And Utility Construction

Dakota Commerce Center North - Phase II

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-25-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous					
1	Stormwater Management	LS	1.00	25,000.00	25,000.00
2	Temp Construction Entrance	EA	3.00	0.01	0.03
3	Sediment Control Log 6" to 8" Dia	LF	2,920.00	3.30	9,636.00
4	Inlet Protection - New Inlet	EA	36.00	250.00	9,000.00
5	Inlet Protection - Existing Inlet	EA	4.00	250.00	1,000.00
Miscellaneous Total					44,636.03
Ditch Grading					
6	Temp Pumping	LS	1.00	50,000.00	50,000.00
7	F&I Manhole 4' Dia Reinf Conc	EA	1.00	5,000.00	5,000.00
8	F&I Manhole 6' Dia Reinf Conc	EA	1.00	6,000.00	6,000.00
9	Connect Pipe to Exist Structure	EA	1.00	2,000.00	2,000.00
10	Install Salvaged Pipe All Sizes Corr Steel	LF	60.00	40.00	2,400.00
11	F&I Pipe 15" Dia	LF	91.00	75.00	6,825.00
12	Salvage Pipe All Sizes Corr Steel	LF	60.00	30.00	1,800.00
13	Install Salvaged Pipe All Sizes All Types	LF	24.00	40.00	960.00
14	Ditch Grading	LF	2,410.00	30.00	72,300.00
15	Mulching Type 2 Straw	SY	8,033.00	0.33	2,650.89
16	Seeding Type C	SY	8,033.00	0.33	2,650.89
Ditch Grading Total					152,586.78
Sanitary Sewer					
17	F&I Manhole GB	EA	8.00	6,000.00	48,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
18	F&I Manhole 4' Dia Reinf Conc	EA	5.00	11,000.00	55,000.00
19	F&I Manhole w/Int Drop 6' Dia Reinf Conc	EA	2.00	70,000.00	140,000.00
20	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	1,698.00	0.01	16.98
21	Connect Pipe to Exist Pipe	EA	7.00	10,000.00	70,000.00
22	Connect Pipe to Exist Structure	EA	2.00	6,000.00	12,000.00
23	Bore Pipe SDR 26 - 6" Dia PVC	LF	100.00	200.00	20,000.00
24	Bore Pipe SDR 35 - 15" Dia PVC	LF	20.00	380.00	7,600.00
25	F&I Pipe SDR 26 - 6" Dia PVC	LF	325.00	60.00	19,500.00
26	F&I Pipe SDR 26 - 8" Dia PVC	LF	23.00	220.00	5,060.00
27	F&I Pipe SDR 35 - 15" Dia PVC	LF	1,600.00	130.00	208,000.00
28	F&I Pipe SDR 35 - 24" Dia PVC	LF	98.00	250.00	24,500.00
29	Remove Pipe All Sizes All Types	LF	335.00	30.00	10,050.00
30	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	180.00	100.00	18,000.00
31	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	98.00	400.00	39,200.00
32	F&I Force Main - Locator Pedestal	EA	2.00	250.00	500.00
33	F&I Force Main - Fittings	LB	4,691.00	25.00	117,275.00
34	F&I Force Main 6" Dia	LF	195.00	115.00	22,425.00
35	F&I Force Main 10" Dia	LF	56.00	135.00	7,560.00
36	F&I Force Main 36" Dia	LF	83.00	950.00	78,850.00
37	F&I Valve 6" Dia	EA	2.00	3,700.00	7,400.00
38	Connect Sewer Service	EA	5.00	2,000.00	10,000.00
39	F&I Manhole Air Release 8' Dia Reinf Conc	EA	1.00	140,000.00	140,000.00
Sanitary Sewer Total					1,060,936.98

Water Main

40	F&I Fittings C153 Ductile Iron	LB	1,923.00	15.00	28,845.00
41	F&I Hydrant	EA	3.00	7,500.00	22,500.00
42	F&I Hydrant - Restrained Joint	EA	10.00	8,000.00	80,000.00
43	Connect Pipe to Exist Pipe	EA	5.00	6,800.00	34,000.00
44	Bore Pipe C900 DR 18 - 4" Dia PVC	LF	20.00	130.00	2,600.00
45	Bore Pipe C900 DR 18 - 6" Dia PVC	LF	20.00	135.00	2,700.00
46	Bore Pipe C900 DR 18 - 8" Dia PVC	LF	20.00	140.00	2,800.00
47	Bore Pipe C900 DR 18 - 12" Dia PVC	LF	20.00	200.00	4,000.00
48	F&I Pipe C900 DR 18 - 4" Dia PVC	LF	60.00	100.00	6,000.00
49	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	180.00	115.00	20,700.00
50	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2,445.00	75.00	183,375.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	20.00	195.00	3,900.00
52	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	105.00	150.00	15,750.00
53	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	5.00	200.00	1,000.00
54	F&I Restr Joint Pipe C900 DR 18 - 12" Dia PVC	LF	52.00	230.00	11,960.00
55	F&I Restr Joint Pipe C900 DR 18 - 16" Dia PVC	LF	130.00	320.00	41,600.00
56	F&I Tapping Sleeve & Valve 12"x6"	EA	2.00	8,800.00	17,600.00
57	F&I Tapping Sleeve & Valve 16"x6"	EA	6.00	9,800.00	58,800.00
58	F&I Tapping Sleeve & Valve 16"x12"	EA	1.00	16,000.00	16,000.00
59	F&I Gate Valve 4" Dia	EA	1.00	2,700.00	2,700.00
60	F&I Gate Valve 6" Dia	EA	6.00	2,900.00	17,400.00
61	F&I Gate Valve 8" Dia	EA	2.00	3,850.00	7,700.00
62	F&I Hydrant Ext. 12" High	EA	4.00	1,620.00	6,480.00
63	F&I Hydrant Ext. 18" High	EA	2.00	1,800.00	3,600.00
64	F&I Hydrant Ext. 24" High	EA	1.00	2,000.00	2,000.00
65	F&I Hydrant Ext. 36" High	EA	1.00	2,250.00	2,250.00
Water Main Total					596,260.00
Cass Rural Water					
66	Connect Pipe to Exist Pipe	EA	2.00	5,000.00	10,000.00
67	F&I Gate Valve 12" Dia	EA	1.00	7,000.00	7,000.00
68	F&I Pipe 12" Dia	LF	120.00	200.00	24,000.00
69	F&I Fittings C153 Ductile Iron	LB	86.00	26.00	2,236.00
Cass Rural Water Total					43,236.00
Storm Sewer					
70	F&I Manhole GB	EA	3.00	6,000.00	18,000.00
71	F&I Manhole 4' Dia Reinf Conc	EA	2.00	4,500.00	9,000.00
72	F&I Manhole 5' Dia Reinf Conc	EA	3.00	7,500.00	22,500.00
73	F&I Manhole 6' Dia Reinf Conc	EA	6.00	8,500.00	51,000.00
74	F&I Manhole 7' Dia Reinf Conc	EA	6.00	12,500.00	75,000.00
75	F&I Manhole 8' Dia Reinf Conc	EA	7.00	14,000.00	98,000.00
76	F&I Manhole Type E Reinf Conc	EA	1.00	31,000.00	31,000.00
77	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	6.00	6,000.00	36,000.00
78	F&I Inlet - Single Box (SBI) Reinf Conc	EA	12.00	3,200.00	38,400.00
79	F&I Inlet - Double Box (DBI) Reinf Conc	EA	4.00	4,800.00	19,200.00
80	F&I Inlet - Round (RDI) Reinf Conc	EA	13.00	2,200.00	28,600.00
81	F&I Tee Manhole 60"x48" Reinf Conc	EA	1.00	6,500.00	6,500.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
82	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	825.00	0.01	8.25
83	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	3,632.00	0.01	36.32
84	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	166.00	10.00	1,660.00
85	Connect Pipe to Exist Pipe	EA	2.00	2,000.00	4,000.00
86	Connect Pipe to Exist Structure	EA	2.00	3,000.00	6,000.00
87	F&I Pipe 12" Dia	LF	512.00	70.00	35,840.00
88	F&I Pipe 15" Dia	LF	25.00	85.00	2,125.00
89	F&I Pipe 18" Dia	LF	260.00	87.00	22,620.00
90	F&I Pipe 24" Dia	LF	126.00	100.00	12,600.00
91	F&I Pipe 30" Dia	LF	426.00	120.00	51,120.00
92	F&I Pipe 36" Dia	LF	1,868.00	142.00	265,256.00
93	F&I Pipe 48" Dia	LF	3,632.00	207.00	751,824.00
94	F&I Pipe 60" Dia	LF	166.00	300.00	49,800.00
95	Remove Pipe All Sizes All Types	LF	768.00	30.00	23,040.00
96	Install Salvaged Pipe All Sizes All Types	LF	20.00	40.00	800.00
97	F&I Pipe w/GB 15" Dia	LF	80.00	95.00	7,600.00
98	F&I Pipe w/GB 18" Dia	LF	296.00	105.00	31,080.00
99	F&I Pipe w/GB 24" Dia	LF	192.00	175.00	33,600.00
100	F&I Pipe w/GB 36" Dia	LF	138.00	200.00	27,600.00
101	F&I Flared End Section 12" Dia Reinf Conc	EA	2.00	870.00	1,740.00
102	F&I Flared End Section 18" Dia Reinf Conc	EA	1.00	1,300.00	1,300.00
103	F&I Flared End Section 24" Dia Reinf Conc	EA	1.00	1,100.00	1,100.00
104	F&I Flared End Section 12" Dia Corr Steel	EA	2.00	300.00	600.00
105	F&I Flared End Section 24" Dia Corr Steel	EA	2.00	500.00	1,000.00
106	Ditch Grading	LF	310.00	20.00	6,200.00
Storm Sewer Total					1,771,749.57

Paving

107	Remove Pavement All Thicknesses All Types	SY	2,610.00	8.00	20,880.00
108	Topsoil - Strip	CY	28,376.00	2.00	56,752.00
109	Topsoil - Spread	CY	12,837.00	4.00	51,348.00
110	Topsoil - Haul	CY	15,539.00	5.00	77,695.00
111	Fill - Contractor Supply	CY	15,559.00	8.00	124,472.00
112	Excavation	CY	17,813.00	8.00	142,504.00
113	Subcut	CY	1,399.00	5.00	6,995.00
114	Subgrade Preparation	SY	29,368.00	2.00	58,736.00

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Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
115	F&I Woven Geotextile	SY	29,368.00	2.00	58,736.00
116	F&I Class 5 Agg - 10" Thick	SY	29,368.00	15.00	440,520.00
117	F&I Crushed Conc - 10" Thick	SY	245.00	20.00	4,900.00
118	F&I Edge Drain 4" Dia PVC	LF	12,560.00	9.00	113,040.00
119	F&I Curb & Gutter Standard (Type II)	LF	11,906.00	29.00	345,274.00
120	Remove Curb & Gutter	LF	40.00	15.00	600.00
121	F&I Pavement 8" Thick Reinf Conc	SY	320.00	95.00	30,400.00
122	F&I Pavement 10" Thick Doweled Conc	SY	22,850.00	93.00	2,125,050.00
123	F&I Sidewalk 4" Thick Reinf Conc	SY	2,334.00	68.00	158,712.00
124	F&I Sidewalk 5" Thick Reinf Conc	SY	2,970.00	73.00	216,810.00
125	F&I Sidewalk 6" Thick Reinf Conc	SY	48.00	80.00	3,840.00
126	F&I Driveway 7" Thick Reinf Conc	SY	860.00	84.00	72,240.00
127	F&I Det Warn Panels Cast Iron	SF	120.00	60.00	7,200.00
128	Casting to Grade - Blvd	EA	43.00	400.00	17,200.00
129	Casting to Grade - no Conc	EA	29.00	500.00	14,500.00
130	GV Box to Grade - Blvd	EA	40.00	300.00	12,000.00
131	GV Box to Grade - no Conc	EA	8.00	500.00	4,000.00
132	F&I Asphalt Pavement FAA 45 w/ PG58H-34	Ton	890.00	115.00	102,350.00
133	F&I Traffic Surface Gravel	Ton	100.00	40.00	4,000.00
134	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	300.00	30.00	9,000.00
135	Mulching Type 1 Hydro	SY	38,955.00	0.50	19,477.50
136	Mulching Type 2 Straw	SY	38,070.00	0.22	8,375.40
137	Seeding Type C	SY	77,025.00	0.27	20,796.75
138	Temp Construction Entrance	EA	4.00	3,000.00	12,000.00
Paving Total					4,340,403.65
Signing					
139	F&I Sign Assembly	EA	12.00	75.00	900.00
140	Relocate Sign Assembly	EA	3.00	320.00	960.00
141	F&I Sign Assembly & Anchor	EA	26.00	100.00	2,600.00
142	F&I Diamond Grade Cubed	SF	36.20	29.00	1,049.80
143	F&I High Intensity Prismatic	SF	131.60	27.00	3,553.20
Signing Total					9,063.00
Pavement Marking					
144	F&I Grooved Plastic Film Message	SF	224.00	55.00	12,320.00
145	F&I Grooved Plastic Film 4" Wide	LF	3,966.00	6.60	26,175.60

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
146	F&I Grooved Plastic Film 8" Wide	LF	324.00	15.50	5,022.00
147	Paint Epoxy Line 4" Wide	LF	487.00	6.60	3,214.20
148	Paint Epoxy Line 8" Wide	LF	389.00	11.00	4,279.00
149	Paint Epoxy Line 16" Wide	LF	24.00	16.50	396.00
150	Paint Epoxy Message	SF	32.00	27.50	880.00
Pavement Marking Total					52,286.80
Street Lights					
151	F&I Feed Point	EA	1.00	13,000.00	13,000.00
152	F&I Base 7' Deep Reinf Conc	EA	26.00	1,350.00	35,100.00
153	F&I Conductor #6 USE Cu	LF	19,080.00	2.75	52,470.00
154	F&I Innerduct 1.5" Dia	LF	6,679.00	10.00	66,790.00
155	F&I Luminaire Type A	EA	26.00	550.00	14,300.00
156	F&I Light Standard Type A	EA	26.00	6,100.00	158,600.00
Street Lights Total					340,260.00
Sanitary Sewer Check Valve					
157	Connect Pipe to Exist Pipe	EA	2.00	16,000.00	32,000.00
158	F&I Force Main 30" Dia	LF	20.00	650.00	13,000.00
159	F&I Valve 30" Dia	EA	1.00	75,000.00	75,000.00
160	Remove Manhole	EA	1.00	3,000.00	3,000.00
161	F&I Manhole Type E Reinf Conc	EA	1.00	50,000.00	50,000.00
162	Remove Pipe All Sizes All Types	LF	30.00	50.00	1,500.00
Sanitary Sewer Check Valve Total					174,500.00
Total Construction in \$					8,585,918.81

Engineering	10.00%	858,591.88
Admin	4.00%	343,436.75
Legal	3.00%	257,577.56
Interest	4.00%	343,436.75
Contingency	5.00%	429,295.94
Total Estimated Costs		10,818,257.69
Special Assessments		10,598,387.69
Utility Funds - Wastewater - 521		219,870.00
Unfunded Costs		0.00

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



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

Thomas Knakmuhs, P.E.
City Engineer

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BN-25-C
NEW PAVING AND UTILITY CONSTRUCTION
Determining Insufficiency of Protests**

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

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

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

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

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

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

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

C E R T I F I C A T E

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 1st day of September, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 1st day of September, 2025.

Steven Sprague
City Auditor

(SEAL)

COVER SHEET
CITY OF FARGO PROJECTS

(40)

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

Exact, full name of Project as it will appear in the Contract:

New Paving and Utility Construction

Improvement District No. BN-26-A

Call For Bids September 2, 2025

Advertise Dates September 10 & 17, 2025

Bid Opening Date October 10 (NDDOT), 2025

Substantial Completion Date November 14, 2026

Final Completion Date December 14, 2026

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

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

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

N/A Notice to Property Owners (Special Assessments)

Project Engineer Jason Leonard

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-26-A1
NDDOT Project No. TMA-SU-FXP-8-992(045)

Type: 2025 CIP Revision

Location: 7th Ave N, 45th St N – West Fargo 9th St N

Date of Hearing: 8/25/2025

Routing

City Commission

PWPEC File

Project File

Date

9/2/25

X

Jason Leonard

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding the addition of Improvement District No. BN-26-A1 to the 2025 Capital Improvement Plan (CIP). The project scope includes urbanization of 7th Avenue North from 45th Street to the City of Fargo's boundary. Improvements will consist of installing underground utilities, constructing a three-lane roadway with a center turn lane, adding shared-use paths on the south side of the avenue throughout the project limits, and modifying street lighting.

Engineering is requesting approval to add this improvement district to the 2025 CIP. This project is scheduled to be bid on October 10th through the NDDOT and is being completed in collaboration with the NDDOT and the City of West Fargo. An MOU with the City of West Fargo outlining the responsibilities of each jurisdiction was previously approved at City Commission on November 12, 2024.

The estimated total cost for this project is \$24,382,259.40 and will be funded by Federal Highway Funds, City of Fargo and City of West Fargo Funds, and City of Fargo Special Assessments. The estimated City of Fargo Construction Costs are \$4,036,239.35 (including 10% engineering fees).

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of adding Improvement District No. BN-26-A1 to the 2025 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Improvement District No. BN-26-A1 to the 2025 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal Hwy Funds, City of Fargo & West Fargo Funds & City of Fargo 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

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

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

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BN-26-A

NEW PAVING AND UTILITY CONSTRUCTION

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

That the Board of City Commissioners deems it expedient that Improvement District No. BN-26-A (New Paving and Utility Construction) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District BN-26-A in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. BN-26-A in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. BN-26-A in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. BN-26-A in the City of Fargo, North Dakota, as required by law; and

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

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. BN-26-A in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

CERTIFICATE

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday September 2nd, 2025.

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

Steven Sprague
City Auditor

(SEAL)



**ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-26-A
7TH AVENUE NORTH FROM 45TH STREET TO CITY OF
FARGO MUNICIPAL BOUNDARY**

Nature & Scope

This project will include the installation of new underground utilities, construction of an urbanized three-lane roadway with a center turn lane, installation of a new shared-use path along the south side of the avenue throughout the project limits, and modifications to the street lighting system.

Purpose

The existing roadway is a rural asphalt section without City of Fargo utilities. The proposed construction will convert it into an urbanized three-lane concrete section with a gravel base, curb and gutter, storm sewer mains, inlets and leads, water main, driveway approaches, and a shared use path on the south side. The project will be funded by a combination of City Funds (Traffic Signal/Street Light Utility and Prairie Dog) and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$3,669,308.50. The cost breakdown is as follows:

Paving:	\$ 2,015,986.00
Amount Federally Funded	\$ -
Amount Locally Funded	\$ 2,015,986.00
Plus 4% Administration Fee:	\$ 80,639.44
Plus 3% Legal Fee:	\$ 60,479.58
Plus 4% Interest Fee:	\$ 80,639.44
Plus 10% Contingency:	\$ 201,598.60
Total Estimated Cost:	\$ 2,439,343.06
Special Assessments	\$ 2,237,133.89
Prairie Dog	\$ 202,209.17
<hr/>	
Storm Sewer	\$ 727,107.50
Amount Federally Funded	\$ -
Amount Locally Funded	\$ 727,107.50
Plus 4% Administration Fee:	\$ 29,084.30
Plus 3% Legal Fee:	\$ 21,813.23
Plus 4% Interest Fee:	\$ 29,084.30
Plus 10% Contingency:	\$ 72,710.75
Total Estimated Cost:	\$ 879,800.08
Special Assessments	\$ 879,800.08
Storm Utility	\$ -
Prairie Dog	\$ -

Water Main	\$ 566,105.00
Amount Federally Funded	\$ -
Amount Locally Funded	\$ 566,105.00
Plus 4% Administration Fee:	\$ 22,644.20
Plus 3% Legal Fee:	\$ 16,983.15
Plus 4% Interest Fee:	\$ 22,644.20
Plus 10% Contingency:	\$ 56,610.50
Total Estimated Cost:	\$ 684,987.05
Special Assessments	\$ 684,987.05
Water Utility	\$ -
Prairie Dog	\$ -
Shared Use Path	\$ 272,480.00
Amount Federally Funded	\$ -
Amount Locally Funded	\$ 272,480.00
Plus 4% Administration Fee:	\$ 10,899.20
Plus 3% Legal Fee:	\$ 8,174.40
Plus 4% Interest Fee:	\$ 10,899.20
Plus 10% Contingency:	\$ 27,248.00
Total Estimated Cost:	\$ 329,700.80
Special Assessments	\$ 329,700.80
Traffic Signal/Street Light Utility	\$ -
Prairie Dog	\$ -

Traffic Signals/Street Lights		\$ 87,630.00
Amount Federally Funded		\$ -
Amount Locally Funded		\$ 87,630.00
Plus 4% Administration Fee:		\$ 3,505.20
Plus 3% Legal Fee:		\$ 2,628.90
Plus 4% Interest Fee:		\$ 3,505.20
Plus 10% Contingency:		\$ 8,763.00
Total Estimated Cost:		\$ 106,032.30
Special Assessments		\$ -
Traffic Signal/Street Light Utility		\$ 106,032.30
Prairie Dog		\$ -
Miscellaneous Costs		
Right-of-Way and Easements:		\$ 50,000.00
Utility Relocation		\$ 50,000.00
Outside Engineering:		\$ 350,000.00
Incentive		\$ -
Total Miscellaneous Costs:		\$ 450,000.00
Special Assessments		\$ -
Traffic Utility		\$ -
Prairie Dog		\$ 450,000.00
Project Funding Summary		
Special Assessments	84.49%	\$ 4,131,621.82
Traffic Signal/Street Light Utility	2.17%	\$ 106,032.30
Prairie Dog	13.34%	\$ 652,209.17
Total Estimated Project Cost		\$ 4,889,863.29

We believe this project to be cost effective.



Jason T. Leonard
 Jason T. Leonard, P.E.
 Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-26-A

LOCATION:

On 7th Avenue North from 45th Street North to City of Fargo Municipal Boundary.

COMPRISING:

The district is bounded by 45th Street North on the east, the City of Fargo Municipal Boundary on the south and west, and 12th Avenue North on the north.

Please refer to the Special Assessment Boundary Map for the complete list of properties included in the Special Assessment District.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

**RESOLUTION DECLARING
NEW PAVING AND UTILITY CONSTRUCTION
NECESSARY
IMPROVEMENT DISTRICT NO. BN-26-A**

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

That it be and is hereby declared necessary to construct New Paving and Utility Construction, Improvement District No. BN-26-A in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said New Paving and Utility Construction improvement is to be paid from State and Local Funds, and approximately 84.49% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed New Paving and Utility Construction must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

C E R T I F I C A T E

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, September 2nd, 2025.

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

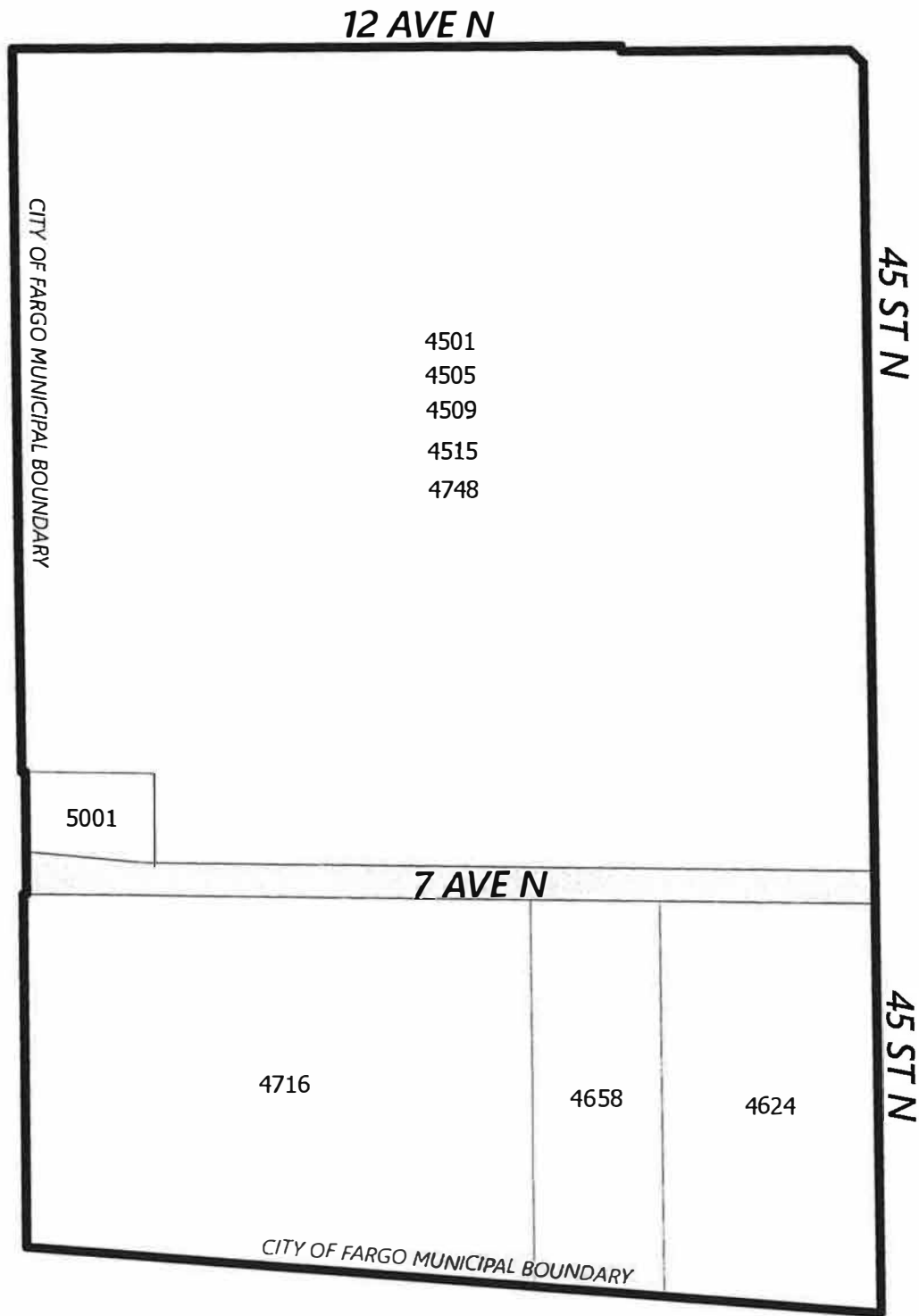
40-22-15

40-22-17

Steven Sprague
City Auditor

(SEAL)

(September 10 and September 17, 2025)



NEW PAVING AND UTILITY CONSTRUCTION

 SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-26-A

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(11)

Project No. SR-25-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 8/25/2025

RoutingDate

City Commission

9/2/2025

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed a communication from Project Manager, Brandon Beaudry, regarding Change Order #1 in the amount of \$91,738.00 for additional work.

Staff is seeking approval of Change Order #1 in the amount of \$91,738.00, bringing the total contract amount to \$935,935.90.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$91,738.00, bringing the total contract amount to \$935,935.90 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 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"/>
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Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Brandon Beaudry, Project Manager
Date: August 11, 2025
Re: Project No. SR-25-A1 - Change Order #1

Background:

Project No. SR-25-A1 is for Sidewalk & Shared Use Path Rehab/Reconstruction. This project consists of sidewalk & shared use path removal and replacement, new sidewalk installation and incidentals Citywide.

Border States Paving, Inc. is the Prime Contractor for this project.

This change order is for additional reconstruction of sidewalk at the Fargodome, requested by the property owner. As well as bringing quantities up to date to reflect what is shown in the field.

The attached change order in the amount of **\$91,738.00**, which increases the total contract amount to \$935,935.90 (10.87% of the original contract), is for additional work as shown on Change Order #1.

This project is funded by Sales Tax and Special Assessments.

Recommended Motion:

Approve Change Order #1 to Border States Paving, Inc. in the amount of \$91,738.00.

BGB/klb
Attachment

C: Tom Knakmuhs, City Engineer
Kevin Gorder, Division Engineer

CHANGE ORDER REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-25-A1
VARIOUS AREAS CITY WIDE

Change Order No 1 **Change Order Date** 8/7/2025
Contractor Border States Paving 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 additional sidewalk work at the Fargodome.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Assessed	2	Rem & Repl Driveway 6" Thick Reinf Conc	SY	341		341	511	852	\$125.00	\$63,875.00
	3	Rem & Repl Curb & Gutter	LF	50		50	5	55	\$85.00	\$425.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	40		40	0	40	\$77.00	\$0.00
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	40		40	135	175	\$79.00	\$10,665.00
Assessed Sub Total										\$74,965.00
City Paid	8	Rem & Repl Curb & Gutter	LF	120		120	20	140	\$95.00	\$1,900.00
	9	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	1300		1300	130	1430	\$95.00	\$12,350.00
	16	Curb Stop Box to Grade	EA	10		10	6	16	\$420.50	\$2,523.00
City Paid Sub Total										\$16,773.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessed / Sales Tax

\$91,738.00

\$0.00

\$844,197.90

\$935,935.90

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

APPROVED

For Contractor

Title



Project Manager

APPROVED DATE

Department Head

Mayor

Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Project No. UR-24-C1

Type: Tim Extension (CO #1)

Location: 14th St N, between Main Ave & NP Ave

Date of Hearing: 8/25/2025

<u>Routing</u>	<u>Date</u>
City Commission	9/2/2025
PWPEC File	X
Project File	Shane Geraghty

The Committee reviewed a communication from Project Manager, Shane Geraghty, regarding a time extension (Change Order #1) adjusting the Substantial and Final Completion Dates to 10/31/2025 and 11/30/2025. This time extension is needed due to delays in casing pipe production and delivery.

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

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of the time extension (Change Order #1) to KPH, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #1) adjusting the Substantial and Final Completion Dates to 10/31/2025 and 11/30/2025, respectively, to KPH, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility Fund

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

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Shane Geraghty, PE, Civil Engineer II
Date: August 25, 2025
Re: Project No. UR-24-C1 – Time Extension (CO #1)

Background:

Project No. UR-24-C1 consists of boring 16" cased water main under BNSF tracks at 14th Street from NP Avenue to Main Avenue to ultimately replace the existing 14" cast iron pipe that currently crosses at 15th Street South and goes under Site on Sound at 1443 Main Avenue. The project will connect the existing water main on NP Avenue, bore under the BNSF railroad track, through an existing utility easement and be stubbed into Main Avenue for connection during the 2026 Main Avenue Reconstruction Project.

Due to delays in casing pipe production and delivery, work will be pushed until September and therefore the Substantial Completion and Final Completion Dates will be extended to October 31, 2025 and November 11, 2024. The 30 calendar days allotted for substantial completion and 14 days allowed for Milestone 1 will remain unchanged. There are no added costs associated with this changer order.

Recommended Motion:

Approve the time extension (CO #1) to modify the current Substantial Completion Date from 7/1/2025 to 10/31/2025 and the Final Completion Date from 7/31/25 to 11/30/25.

STG/klb
Attachment

CHANGE ORDER REPORT
WATER MAIN CROSSING - BNSF RR BETWEEN MAIN AVE AND NP AVE, WEST OF UNIVERSITY DR
PROJECT NO. UR-24-C1
14TH STREET N BETWEEN MAIN AVE AND NP AVE

Change Order No 1 **Change Order Date** 8/7/2025
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 is a no added cost changer order. Due to delays in casing pipe delivery, work will be pushed until September and therefore the completion date will be moved to October 31, 2025. The 30 calendar days allotted for substantial completion and 14 days allowed for Milestone 1 will remain unchanged.

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 (\$)
Sub Total										\$0.00

Summary

Source Of Funding	Water Utility Fund
Net Amount Change Order # 1 (\$)	\$0.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$553,003.00
Total Contract Amount (\$)	\$553,003.00

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
7/1/2025	7/31/2025
Additional Days Substantial Completion	Additional Days Final Completion
122	122
New Substantial Completion Date	New Final Completion Date
10/31/2025	11/30/2025
Interim Completion Dates	

APPROVED
For Contractor
Title

Josh Smith
Project Manager

Digitally signed by Josh Smith
DN: C=US,
E=jsmith@kphinc.net, O="KPH,
Inc.", CN=Josh Smith
Date: 2025.08.20 16:27:51-05'00'

APPROVED DATE
Department Head
Mayor
Attest

T-Kee

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(13)

Project No. ER-24-C1

Type: Final Balancing Change Order #1

Location: 9th Ave S, between 36th – 38th St S

Date of Hearing: 8/25/2025

Routing

City Commission

Date

9/2/2025

PWPEC File

X

Project File

Michael Monson

The Committee reviewed the accompanying correspondence from Project Manager, Michael Monson, related to Final Balancing Change Order #1 in the amount of \$4,335.00, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #1 in the amount of \$4,335.00, bringing the total contract amount to \$94,312.00.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #1 to Midwest Seeding, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #1 in the amount of \$4,335.00, bringing the total contract amount to \$94,312.00 to Midwest Seeding, Inc.

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

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Brenda Derrig, Assistant City Administrator

☐☐☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Tom Knakmuhs, City Engineer


☒☒☐

Susan Thompson, Finance Director

☐☐☐

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Michael Monson, Civil Engineer
Date: August 25, 2025
Re: Project No. ER-24-C1 – Final Balancing Change Order No. 1

Background:

Project No. ER-24-C1 is for the Slide Repair along the 9th Avenue South adjacent to the Interstate 29 underpass between 36th Street South and 38th Street South.

Midwest Seeding, Inc. is the Prime Contractor for this project.

Attached is the Final Balancing Change Order #1 in the amount of \$4,335.00. 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:	\$	89,977.00
FBCO #1	\$	<u>4,335.00</u>
Total Contract:	\$	94,312.00

Recommended Motion:

Approve Final Balancing Change Order #1 in the amount of \$4,335.00 to Midwest Seeding, Inc. for Project No. ER-24-C1.

MPM/klb
Attachment

CHANGE ORDER REPORT
9TH AVENUE SOUTH SLIDE REPAIR
PROJECT NO. ER-24-C1

Final Balancing
Change Order

9TH AVE S UNDERPASS BETWEEN 36TH ST S AND 38TH ST S

Change Order No
Contractor

1
Midwest Seeding, Inc.

Change Order Date

8/1/2025

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 #1

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 (\$)
Miscellaneous	2	Mulching Type 1 Hydro	SY	480		480	225	705	\$3.00	\$675.00
	5	Topsoil - Strip	CY	80		80	60	140	\$12.00	\$720.00
	6	Topsoil - Import	CY	80		80	60	140	\$25.00	\$1,500.00
	10	Seeding Type A	SY	433		433	272	705	\$5.00	\$1,360.00
	12	Sediment Control Log 6" to 8" Dia	LF	100		100	20	120	\$4.00	\$80.00
Miscellaneous Sub Total										\$4,335.00

Summary

Page 78
Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Stormwater Utility

\$4,335.00

\$0.00

\$89,977.00

\$94,312.00

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

APPROVED

For Contractor

Title

Joseph J. Ottegen
Midwest Seeding
Operations

JOE OTTEGEN

APPROVED DATE

Department Head

Mayor

Attest

T. CEE

FINAL PAY ESTIMATE QUANTITY REVIEW
9TH AVENUE SOUTH SLIDE REPAIR
PROJECT NO. ER-24-C1
9TH AVE S UNDERPASS BETWEEN 36TH ST S AND 38TH ST S

Project No. ER-24-C1
Project Name 9th Avenue South Slide Repair
Type Erosion Control / Protection
Description 9th Ave S underpass between 36th St S and 38th St S
From Date 6/19/2025
To Date 8/1/2025

1. Contract Work

			Contract		Previous		Current		To Date	
	Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Miscellaneous										
1	Mobilization	LS	1	\$17,000.00	1	\$17,000.00	0	\$0.00	1	\$17,000.00 100%
2	Salvage & Install Fence	LF	108	\$51.00	108	\$5,508.00	0	\$0.00	108	\$5,508.00 100%
3	Remove Tree	EA	2	\$250.00	2	\$500.00	0	\$0.00	2	\$500.00 100%
4	Topsoil - Strip	CY	80	\$12.00	80	\$960.00	60	\$720.00	140	\$1,680.00 175%
5	Topsoil - Import	CY	80	\$25.00	100	\$2,500.00	40	\$1,000.00	140	\$3,500.00 175%
6	Embankment	CY	626	\$61.00	626	\$38,186.00	0	\$0.00	626	\$38,186.00 100%
7	Excavation	CY	626	\$18.00	626	\$11,268.00	0	\$0.00	626	\$11,268.00 100%
8	F&I Geogrid - Subgrade Reinf	SY	880	\$5.25	880	\$4,620.00	0	\$0.00	880	\$4,620.00 100%
9	Seeding Type A	SY	433	\$5.00	705	\$3,525.00	0	\$0.00	705	\$3,525.00 163%
10	Stormwater Management	LS	1	\$3,000.00	1	\$3,000.00	0	\$0.00	1	\$3,000.00 100%
11	Sediment Control Log 6" to 8" Dia	LF	100	\$4.00	120	\$480.00	0	\$0.00	120	\$480.00 120%
12	Inlet Protection - Existing Inlet	EA	6	\$155.00	6	\$930.00	0	\$0.00	6	\$930.00 100%
13	Traffic Control - Type 1	LS	1	\$2,000.00	1	\$2,000.00	0	\$0.00	1	\$2,000.00 100%
14	Mulching Type 1 Hydro	SY	480	\$3.00	705	\$2,115.00	0	\$0.00	705	\$2,115.00 147%
Miscellaneous Sub Total					\$92,592.00		\$1,720.00		\$94,312.00	
A. All Contract Work Container Subtotal					\$92,592.00		\$1,720.00		\$94,312.00	

2. Change Orders

			Change Order Item & Quantity Summary						Change Order Item Payment Summary						
			Previous Contract Totals			New Contract Totals			Previous		Current		To Date		% Complete
CO# & Category	Line No	Description	Unit	Qty	Price	Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	

To Date, No Change Orders Have Been Made on This Project.

B. All Change Order Work Paid Subtotal										\$0.00		\$0.00		\$0.00	
C. All Contract Work Container Subtotal										\$92,592.00		\$1,720.00		\$94,312.00	
D. Total Contract Work Completed To Date														\$94,312.00	
E. Total Contract Work Completed This Pay Estimate												\$1,720.00			

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

3. Payment Adjustments

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

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

Contract Summary

1. Original Contract Amount	<i>Original contract amount</i>	\$89,977.00
2. Net Contract Change by Change Order	<i>Sum of all net change order values</i>	\$0.00
3. Current Contract Amount	<i>Sum of original contract amount and all change orders</i>	\$89,977.00

Total Work Completed To Date

4. Total Contract Work Completed to Date	<i>Section 2 of This Estimate, Line D</i>	\$94,312.00
5. Total Contract Work Completed This Pay Estimate	<i>Section 2 of This Estimate, Line E</i>	\$1,720.00

Payment Adjustments

6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	<i>Line 4 x 0%</i>	\$0
7. Retainage Release This Pay Estimate	<i>(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6</i>	\$4,629.60
8. Total Payment Adjustments This Pay Estimate	<i>Section 3 of This Estimate, Line F</i>	\$0.00

Payment Due Summary

9. Total Due to Date	<i>Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)</i>	\$89,682.40
10. Previous Payments	<i>Sum of all previous Payments to Contractor</i>	\$87,962.40
11. Payment Due This Estimate	<i>Line 9 - Line 10</i>	\$6,349.60



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: September 2, 2025
Re: Computer Maintenance Management System (CMMS) (RFP25176)

Dear Commissioners:

A Request for Proposal (RFP) was posted on June 2, 2025. The scope of this RFP included CMMS system selection to assist with operations, maintenance, capital replacement planning, and management of City owned/leased buildings and related services. This includes implementation for 25 city buildings, with the capability to add more.

The deadline for proposals was June 23, 2025. Fifteen (15) proposals were submitted and reviewed by an evaluation committee. Four (4) proposals were chosen for product demonstrations in which the evaluation committee watched and scored.

After evaluation, it was determined that Limble Solutions Inc. best meets the specifications based on qualifications, experience, scope of services, functionality, and cost. There is no cost for implementation. Annual subscription fee is \$13,860.00. The subscription is accounted for within the Facilities Management budget.

Facilities is requesting the City Commission's approval of the agreement between the City and Limble Solutions Inc. for this project. The agreement is attached and has been reviewed and approved by the City Attorney.

Recommended Action:

Move to approve the agreement between the City and Limble Solutions Inc. for Computer Maintenance Management System (CMMS) Selection.



RFP25176 - Computer Maintenance Management System (CMMS) Scoring Summary

Active Submissions

	Total	Features as Outlined in Proposal	Organizational Experience	Comprehensive Costs (Higher score reflects lower cost)	Training and Support
Supplier	/ 100 pts	/ 60 pts	/ 15 pts	/ 15 pts	/ 10 pts
Limble CMMS	87	51.67	11	15	9.333
MaintainX	83.33	51	11.67	12	8.667
CARL Berger-Levrault	83	52.33	14	8	8.667
Fluke Corp	82.67	51.67	14.33	9.667	7
zLink Inc.	71	41	11.33	13.33	5.333
MaintStar	68.67	43	13.33	5	7.333
TMA	66.67	45	13.33	4.667	3.667
Brightly Software, Inc.	65.33	36.67	14	7.667	7
FSH Technologies	53.33	36.33	5.667	7	4.333
Facilio Inc.	50	34.33	3.333	9	3.333
Appticity Corporation	46.33	30	7	2.333	7
PSD Citywide Inc.	46	25	9	4.667	7.333
AtomAI Solutions	44.33	27.33	8	0.66667	8.333
AssetWorks	37.33	17.67	12	3	4.667
FacilityForce, Inc.	29.67	15	8.667	0.33333	5.667



Limble Solutions, Inc.

3290 West Mayflower Ave.
Lehi, UT 84043
United States of America
Brian Normandin
brian.normandin@limblecmms.com

Prepared For

City of Fargo

Bekki Majerus
Director of Facilities
bmajerus@fargond.gov

Billing Info

200 3rd Street North
Fargo North Dakota 58102
US

Order Form #13601

Initial Term 12 months

Proposal Expiration Date September 12, 2025

Initial Term Period September 02, 2025–September 01, 2026

ID 0

Payment Terms Net 15

Subscription

Product	Quantity	Price per Unit	Price per Month	Price per Year	Total Price
Unlimited Remote Onboarding, Training, and Support Limble's top rated onboarding and support includes access to Customer Success Managers that stay with you from onboarding through optimization at no additional cost. Untimed onboarding ensures you get all the help you need to get optimum value out of Limble. Our industry leading in-house support team is available 24/7. Limble also offers interactive training classes, an extensive library of training materials and tutorial videos, as well as peer-to-peer engagement via our Limble Community.	1	\$0.00 / unit	One-Time Fee	\$0.00 One-Time Fee	\$0.00
Enterprise - Annual Payment Optimize maintenance operations across multiple locations with advanced controls, integrations, and customization.	11	\$1,440.00 / unit \$1,080.00 / unit -25%	\$1,320.00 \$990.00 -25%	\$15,840.00 \$11,880.00 -25%	\$15,840.00 \$11,880.00 -25%
Single Sign-On (SSO) - Annual	11	\$180.00 / unit	\$165.00	\$1,980.00	\$1,980.00
Subtotal for Subscription					\$13,860.00
Overall Total					\$13,860.00

General Terms

The Terms of Service located at <https://limblecmms.com/terms-of-service/> govern Limble's provision of, and Customer's use of, the products and services ordered by Customer under this Order Form. This Order Form together with the Terms of Service (collectively, the "Agreement") constitute a binding contract by and between Limble and Customer. In the event of any conflict between this Order Form and the Terms of Service, this Order Form will govern. Capitalized terms used, but not defined, in this Order Form have the meanings given them in the Terms of Service.

Contract Renewal

At the end of the Initial Term, the Subscription Term and this Agreement will continue on a year-to-year basis until one Party gives notice of termination or non-renewal to the other Party at least 30 days before the beginning of the next renewal year.

Sales Tax

The prices stated above do not include sales tax or other applicable taxes. The final total to be paid by Customer, including any applicable taxes, will be reflected in the invoice.

Marketing Permissions

During the Subscription Term, Customer grants permission to Limble to identify Customer as a Limble customer using Customer's name or logo in any marketing, sales, public relations, or financial materials.

Signatures

Agreed to and accepted by the entity listed below ("Customer") and Limble Solutions, Inc. ("Limble"):

City of Fargo

Name: Dr. Timothy J. Mahoney
Title: Mayor
Email: tmahoney@fargond.gov
Signed Date: _____
Signature: _____

Limble Solutions, Inc.

Name: Shannon Tatz
Title: CFO
Email: shannon.tatz@limblecmms.com
Signed Date: 08/22/2025
Signature: Shannon Tatz
Shannon Tatz (Aug 22, 2025 15:26:35 PDT)

Name: Steve Sprague
Title: City Auditor
Email: ssprague@fargond.gov
Signed Date: _____
Signature: _____







Limble Solutions, Inc. Agreement for City of Fargo (#13601)

Final Audit Report

2025-08-22

Created:	2025-08-22
By:	Temre Beltz (temre.beltz@limblecmms.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV6neZ3eicVdf7Lkld38XWQBpKgikluBO

"Limble Solutions, Inc. Agreement for City of Fargo (#13601)" History

-  Document created by Temre Beltz (temre.beltz@limblecmms.com)
2025-08-22 - 2:13:37 PM GMT
-  Document emailed to shannon.tatz@limblecmms.com for signature
2025-08-22 - 2:13:41 PM GMT
-  Email viewed by shannon.tatz@limblecmms.com
2025-08-22 - 10:26:17 PM GMT
-  Signer shannon.tatz@limblecmms.com entered name at signing as Shannon Tatz
2025-08-22 - 10:26:33 PM GMT
-  Document e-signed by Shannon Tatz (shannon.tatz@limblecmms.com)
Signature Date: 2025-08-22 - 10:26:35 PM GMT - Time Source: server
-  Agreement completed.
2025-08-22 - 10:26:35 PM GMT



15

August 25, 2025

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

Commissioners:

The Fargo Dome Authority requests your approval of the Twelfth Amended Lease Agreement between North Dakota State University and Fargo Dome Authority. The agreement has a one year term running through June 30, 2026, and was negotiated by representatives from the Fargo Dome Authority, FARGODOME management and North Dakota State University.

The Fargo Dome Authority approved this agreement at their regularly scheduled meeting on August 25, 2025.

Requested Motion: To approve the Twelfth Amended Lease Agreement between the Fargo Dome Authority and North Dakota State University as presented.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME

Attachment

**TWELFTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

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**TWELFTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

THIS LEASE AGREEMENT (hereinafter, this “Agreement”), is dated and effective as of this the 1st day of July, 2025, by and between the City of Fargo, a municipal corporation of the State of North Dakota, acting by and through its Fargo Dome Authority (hereinafter, “Authority”), a duly constituted authority existing under and by virtue of Ordinance Nos. 2437, 2506 and 2510 of the City of Fargo, North Dakota, and the North Dakota State Board of Higher Education and North Dakota State University (hereinafter, “NDSU”).

WHEREAS, the State Board of Higher Education of the State of North Dakota and NDSU leased certain real property to the City of Fargo for a period of ninety-nine (99) years by a Lease Agreement dated December 15, 1989 (the “Ground Lease”) for the purpose of constructing and operating the FARGODOME (hereinafter the “Dome”); and

WHEREAS, the terms of the Ground Lease were intended to adequately compensate NDSU for the use of such land, without jeopardizing the financial success of the Dome, and commit NDSU to substantial use of the completed Dome; and

WHEREAS, the Authority and NDSU entered into a Lease Agreement dated July 1, 1993, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing Section V, Numbers 2 and 3 of the Ground Lease (the “First Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Second Amended Lease Agreement dated July 1, 1998, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the First Operating Lease (the “Second Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Third Amended Lease Agreement dated July 1, 2002, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Second Operating Lease (the “Third Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fourth Amended Lease Agreement dated July 1, 2007, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Third Operating Lease (the “Fourth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fifth Amended Lease Agreement dated July 1, 2012, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fourth Operating Lease (the “Fifth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Sixth Amended Lease Agreement dated July 1, 2017, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fifth Operating Lease (the “Sixth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Seventh Amended Lease Agreement dated July 1, 2020, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Sixth Operating Lease (the “Seventh Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Eighth Amended Lease Agreement dated July 1, 2021, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Seventh Operating Lease (the “Eighth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Ninth Amended Lease Agreement dated July 1, 2022, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Eighth Operating Lease (the “Ninth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Tenth Amended Lease Agreement dated July 1, 2023, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Ninth Operating Lease (the “Tenth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Eleventh Amended Lease Agreement dated July 1, 2024, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Tenth Operating Lease (the “Eleventh Operating Lease”); and

WHEREAS, NDSU and the Authority have reached an agreement on certain disputed amounts claimed by NDSU under Section VI(3) of the Ground Lease; and

WHEREAS, the Authority and NDSU desire to modify their agreement for the use of the Dome by NDSU, to further modify the Ground Lease and to reflect the resolution of all disputed amounts as provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Authority and NDSU do hereby agree that this Agreement and the following terms and conditions shall serve to replace the Eleventh Amended Lease, provided; however, that the repeal of Section IV(3) and replacement of Section V, 2 and 3 of the Ground Lease remain as an integral part of this Eleventh Amended Lease. Furthermore, the repeal of Section IV(3) of the Ground Lease as referenced in the Third Amended Lease and the reduced rates for the Sponsorship Package referred to in Section 5.A., remain as being, and are, in full settlement and release by NDSU of all disputed amounts claimed by NDSU. All other provisions of the Ground Lease, unless

inconsistent with this Agreement, shall remain in full force and effect. If the provisions of the Ground Lease and this Agreement conflict, the provisions of this Agreement shall control.

1. **DEFINITIONS.**

“Football set-up” (Exhibit A) shall be defined as the entire main floor area, including the permanent seating as specified in Exhibit A and the DOME ticketing manifest, meeting rooms 201-204, the public area of the concourse, two temporary concourse level novelty stands, the area of the east press boxes necessary for the media to cover the event, the east side home team locker rooms and the west side visiting team locker rooms and star dressing rooms.

“Basketball set-up” (Exhibit B) shall be defined as the north end of the main arena floor set up in the basketball configuration with the seating as specified in Exhibit B. This configuration also includes DOME ticketing manifest for basketball, meeting rooms 201-204, the north end concourse public areas, a temporary north end novelty stand, the west side visiting team locker room and the east side home team locker room, if needed.

“Speaker set-up” (Exhibit C) shall be defined as the south end of the main floor, set up in the Arena Concert Configuration with the permanent seating as specified in Exhibit C, with the number of portable floor chairs and their location to be mutually agreed upon and meeting rooms 201-204.

“Other set-ups” shall be defined as any set-ups or arrangements not herein described as shall be mutually agreed upon by both the Authority and NDSU.

“Lease Year” shall be defined as a consecutive twelve (12) month period beginning on July 1 and ending on June 30.

“Non-revenue events” shall be defined as NDSU events where no admission is charged, no fee is taken or no collection is made from event patrons. Examples of eligible non-revenue NDSU events include commencement exercises, student orientation, homecoming celebrations, alumni functions or other types of events which are mutually agreed upon.

“Total Event Days” shall be defined as the sum of Priority Dates, Non-Priority Scheduled Events, and Non-Priority Non-Football Athletic Practices.

“Advertising Inventory” means the proposed agreements with advertisers at the FARGODOME.

“Suite Inventory” means the proposed annual agreements with suiteholders for any of the private suites at FARGODOME;

“Advertising and Suite Revenue” means for each Contract Year, all payments made in cash with respect to the Advertising Inventory, except the following:

- (a) Payment for naming rights to FARGODOME sold by the Authority;
- (b) Payment received from an entity for “branding or naming” rights for a specific FARGODOME event configuration used for the performance of certain events, excluding NDSU football games, i.e. “Gate City Bank Theatre”;
- (c) Payments made for the event rental of any suites not currently under an annual lease contract, or the sub-lease of a suite as provided for in an existing suiteholder agreement between the Authority and suiteholder;
- (d) Payments for printed advertising in FARGODOME bathrooms;
- (e) Payments for printed advertising in event programs;
- (f) Payments with respect to advertising in any new or expanded facility adjacent to FARGODOME and related parking facilities;
- (g) Sponsorships of co-promoted events at FARGODOME, such as “Happy Harry’s Ribfest”.

“Direct Costs” means, for each Contract Year, all expenses incurred by FARGODOME in connection with the sale of the Advertising Inventory and the Suite Inventory and the operation and maintenance of the Display Equipment including, but not limited to (i) service contracts, (ii) repair and maintenance expenses, (iii) fees and commissions paid to any third party sales consultant, (iv) costs incurred in fulfilling any advertising or suite contract, and (v) other mutually agreed upon expenses; but excluding general allocated administrative expenses.

“Display Equipment” means (i) the arena end board LED display panels, (ii) the arena corner LED display panels, (iii) the arena vomitory LED display panels, (iv) the concourse, lobby and restroom television and video displays, (v) the outdoor marquee, (vi) related equipment and software; and (vii) any replacements or additions made by the Authority from time to time.

“City” means the City of Fargo, a North Dakota municipal corporation.

2. **LEASED AREA.** The Authority hereby grants NDSU the right to occupy and use only the areas of the DOME for the various events as defined in Section 1 above. NDSU’s use of the DOME for any configurations not covered herein shall be defined and mutually agreed to by NDSU and the Authority. No other areas shall be occupied by NDSU except as is provided in the Lease – Locker Room Project—Fargodome/NDSU dated October 10, 2005, as amended by the Supplement to Lease (Locker Room Project—Fargodome/NDSU) dated May 22, 2006, as the same may be amended or further supplemented from time to time, or unless authorized in writing. The Authority reserves the sole right to rent or use all areas of the DOME not assigned herein to NDSU during the Lease Period. The Authority shall inform NDSU when the Authority plans to use, uses or leases other areas of the DOME during the Lease Period.

3. **LEASE PERIOD.** The Lease Period for each of the primary types of usage shall be as follows:

A. Athletic events. A period of time beginning no more than four (4) hours before the starting time of the event and ending two (2) hours after the ending time of the event, unless additional time period are mutually agreed upon in writing. NDSU shall have use of the DOME beginning at 8:00 a.m. on days of football games, provided that the start of NDSU's use of the DOME on days of football games is subject to change based on the time that the turf and football field equipment is installed and ready. The Authority may, with the consent of NDSU, lease all or a portion of the Leased Area to another party during the Lease Period and the Authority shall pay NDSU twenty-five percent (25%) of the rent received.

B. Speakers/Graduations. A period of time beginning no more than four (4) hours before the starting time of the event and ending one (1) hour after the ending time of the event unless additional time periods are mutually agreed upon in writing.

NDSU's use of the DOME in excess of the times stated above shall only be allowed if the Authority has the time available. Such time used in excess of the times stated above may result in NDSU paying an overtime charge.

The Lease Period for any other type of usage shall be defined and mutually agreed to by NDSU and the Authority.

4. **TERM.** NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) Total Event Days per Lease Year during the one (1) year period beginning July 1, 2025, and ending on June 30, 2026. Unless earlier terminated, this Agreement shall expire on June 30, 2026, unless extended in writing by the parties.

5. **RENT AND REVENUE SHARING.** NDSU agrees to pay the Authority for use of the DOME during the term of this Agreement the following annual rental fees:

July 1, 2025 - June 30, 2026 \$165,000

These rental fees shall be paid to the Authority in ten (10) equal monthly installments, on or before the 15th of each month in the month it is due from September to June of each Lease Year.

A. Sponsorship Package. NDSU shall sponsor a scoreboard, video and suite package (Suite is in Section 34, East side of the DOME), the terms and conditions of which are set forth in the Fargodome Signage Advertising Agreement between

NDSU and the Authority dated July 1, 2025. The amounts payable under the Fargodome Signage Advertising Agreement are intended to be as full settlement and release by NDSU of the disputed amounts owed by the City of Fargo as supplementary rent pursuant to Subsection IV(3) of the Ground Lease, which Subsection is hereby repealed.

B. Advertising and Suite Revenue. The Authority and NDSU hereby agree to jointly and cooperatively market and sell the Advertising Inventory and Suite Inventory. FARGODOME will take the lead role in servicing the Advertising Inventory and Suite Inventory and the NDSU Athletic Department will assist in servicing the Advertising Inventory and Suite Inventory as needed and required.

The Authority shall be solely responsible for the payment of all costs incurred in connection with the planning, designing, acquisition, installation, operation and maintenance of the Display Equipment. NDSU shall have no right, title or interest in the Display Equipment. The Authority shall pay all Direct Costs as and when the same shall become due and payable.

The Authority and NDSU agree that the Advertising and Suite Revenue collected each Contract Year shall be allocated as follows:

- (a) First, to the payment of Direct Costs;
- (b) Any remaining Advertising and Suite Revenue shall be divided 80% to the Authority and 20% to NDSU.

Advertising and Suite Revenues shall be distributed in quarterly installments following the end of each calendar quarter based on Advertising and Suite Revenue and Direct Costs accrued during such quarter with any Contract Year adjustments to be made in the final payment after the end of each Contract year. In the event the Direct Costs exceed the Advertising and Suite Revenue during any Contract Year, the Authority and the City shall be solely responsible for the payment of such Direct Costs. Any such deficit shall be carried forward to subsequent Contract Years and reimbursed, together with interest on the amount advanced, before making any distributions pursuant to subsection (b) above. The Authority shall be responsible for the collection of all Advertising and Suite Revenue and the payment and amortization of all Direct Costs and will provide an accounting to NDSU of such Advertising and Suite Revenues and Direct Costs within one hundred twenty (120) days after the end of each Contract Year.

The Authority and NDSU will mutually determine the final terms and conditions of the Advertising Inventory and Suite Inventory. The Advertising Inventory and Suite Inventory shall be between the Authority and the respective advertiser or suiteholder. NDSU shall incur no rights or liabilities with respect to the Advertising Inventory or Suite Inventory (except for the FARGODOME Signage Advertising Agreement between the Authority and NDSU dated July 1, 2025).

For NDSU events, the Authority and NDSU will mutually agree upon the advertising of any brand names in FARGODOME and will mutually review and approve the displays and messages used within FARGODOME. The Authority reserves the right to prohibit the advertising of any brand names in FARGODOME and to review and approve the displays and messages used within FARGODOME for non-NDSU events.

C. Concessions. NDSU shall receive fifteen percent (15%) of the gross receipts, after payment of applicable taxes, from the Authority's sale of concessions food and beverage items, including the sale of alcohol beverages, at NDSU's events. Concessions revenues shall not include revenues related to suite catering.

The Authority shall prepare a report of the concessions sales on a monthly basis, with said report showing the sales net of applicable taxes and the amount due NDSU. This report must be received by NDSU no later than ten (10) days following the month for which the report applies. Payment to NDSU from these concessions revenues will accompany said monthly report.

(a) Alcohol Sales

- a. The sale of beverages of all kinds in the Leased Area during NDSU events, including alcoholic beverages to the extent they may be legally sold now or thereafter, shall be in accordance with applicable laws, ordinance, rules and regulations. Administrative and operational procedure in the service of alcoholic beverages on the premises of the DOME is established by the Authority and any related alcoholic beverage service policies in place.
- b. With regards to tailgating in FARGODOME parking lots, pursuant to the standards established by a joint task force of NDSU Athletics, the Fargo Police Department, and the DOME, consumption of alcohol during tailgating will be allowed at NDSU football games in accordance with the Rules and Regulations set forth by said task force or as modified by said task force at a future date, in accordance with terms agreeable to task force participants.
- c. Enthusiastic student, alumni, and fan support in the DOME and at pre-game or post-game events is encouraged, but moderation and an attitude of civility is expected. It is expected that all patrons and participants will adhere to the fundamental values of respect, fairness, civility, honesty, and responsible behavior. None of the following will be tolerated by the DOME or NDSU: disruptive fan behavior, public intoxication, illegal activities, or violation of NCAA policy or principles, or DOME policy. Participation in such activity will be reason for

immediate ejection from the DOME and/or arrest by the Fargo Police Department. Both parties will be responsible for providing an acceptable atmosphere and will work in a cooperative manner to immediately address improper fan behavior.

D. Parking. Except as provided in Section 12.B. hereof, NDSU shall not share in any parking revenue from the Authority's parking operations. The Authority shall have the sole right to operate the parking facilities on the DOME premises, including the establishment and collection of parking fees.

E. Novelties. The Authority shall receive fifteen percent (15%) of all novelty sales, after payment of applicable taxes, at NDSU regular season athletic events. The Authority shall receive 7.5% of novelty sales during post-season tournament events. A complete report of these novelty sales shall be furnished to the Authority no later than ten (10) days after the end of each month in which NDSU had events along with any payments due to the Authority.

F. Ticket Income. The Authority shall receive a facility user fee of \$.50 per paid ticket on all season and single game paid tickets for any NDSU football game, including post season playoff football games. NDSU shall retain all other revenue from ticket sales and shall conduct and be totally responsible for all ticket distribution for NDSU events covered by this Agreement. NDSU shall have access to the ticket windows on the East side main entrance and the West side ticket office to sell their event tickets. Such access shall only be on the event day, with the time of the use to be mutually agreed upon.

6. ITEMS INCLUDED IN RENTAL FEE. The aforementioned rental fee includes lighting, heat or air conditioning, water and the sound system as installed and standard cleaning services normally provided after each event, but only in normal and reasonable amounts. Amounts required in excess of normal and reasonable amounts may result in an additional cost to NDSU. The rental shall also include those equipment items so noted below for the various configurations. The Authority hereby agrees to provide and pay for an operator for all Dome video advertising systems, concourse display systems, and the exterior electronic marquee (excluding game-specific personnel such as scoreboard operators and live video production personnel).

Football. Rental fee includes the football field set-up for the actual game with the turf, goal posts, netting, field wall padding, player benches, down markers and first down chains, scoreboards and 25 second clock and coaches headsets. NDSU shall provide all other football related equipment and staffing required for the operation of a football game.

Basketball. Rental fee includes the moveable riser set-up on the north end for the game, the portable risers set in the basketball configuration, the basketball court,

the basketball goals, the scorers table and the portion of the north side press box necessary for the media to cover the game.

7. **ITEMS NOT INCLUDED IN RENTAL FEE:** All equipment, staffing and services for the event which are not included herein as being provided in the rental fee shall be provided by the Authority at NDSU's sole expense per the Authority's published Equipment, Staffing and Services rate schedule. These items may include, but are not necessarily limited to:

- Event staffing
- License fees
- Sound system operator
- Live video production personnel
- Equipment set-up and removal
- Equipment rental items
- Special hook-ups for electrical and utility services
- Food, beverage and catering services
- Advertising, marketing and publicity costs
- Ticketing costs
- Other equipment, staffing or services costs

NDSU hereby agrees to provide and pay for an operator for the scoreboard scoring system.

The Authority shall provide all event staff personnel for the football games and NDSU shall pay the published labor billing rates, at the time of the event, for all event staff (including part-time event, custodial and live video production staff) and actual billings of third party vendors including police, medical and fire personnel per game for providing event staff. Staffing will be set at levels in the best interest of public safety and mutually agreeable by the Authority and NDSU.

Upon request by NDSU, the Authority shall furnish NDSU with a projection of event expenses for all NDSU events.

8. **SCHEDULING AND EVENT TYPE RIGHTS GRANTED TO NDSU.**

- A. Total Event Days: NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) total event days per Lease Year.
 - i. If NDSU fails to use all of the fifty-five (55) total event days during the Lease Year, the unused dates shall not carry forward to future Lease Years except that if NDSU is bumped from any of its Non-Priority Event Dates during the last six (6) months of a Lease Year, NDSU can carry over up to three (3) dates into the following Lease Year.
 - ii. NDSU's athletic playoff dates which are held will count towards the fifty-five (55) total event days, except that if NDSU does not use the playoff date and the Authority is able to schedule another revenue producing event, NDSU shall not be charged for that playoff date as a use date.

B. Priority Dates: Of the fifty-five (55) total event days, NDSU shall have the right to a priority in scheduling for a maximum of twelve (12) NDSU events per year. In order to have priority in scheduling these dates, NDSU must notify the Authority no less than three (3) years in advance of the desired date(s).

C: Non-Priority Non-Football Athletic Practices: Of the fifty-five (55) total event days, NDSU's use of ten (10) event days will be limited to non-football athletic practices to be scheduled around the Authority's event schedule. The Authority retains the option to re-schedule athletic practices if an event opportunity arises. NDSU will be responsible the costs associated with practices, including security staffing and field installation, if required.

D. Non-Priority Event Dates: Of the fifty five (55) total event days, NDSU's access to the remaining thirty-three (33) days shall be on a first come, first served basis, just as the access that is granted to other lessees. NDSU must comply with the Authority's requirements and procedures for the leasing, booking, and use of the DOME for these events, including the Authority's protection period requirements for similar events and other event definitions set solely by the Authority.

E. NDSU's use of the DOME for Priority Dates and Non-Priority Event Dates shall be limited as such:

- i. NDSU must use five (5) of the Priority Dates and/or Non-Priority Event Dates in the months of July and August.
- ii. Events will be limited only to NDSU athletic events, amateur athletic events/NCAA athletic events, NDSU or Tri-College sponsored job/career fairs, and non-revenue producing NDSU sponsored events.
- iii. Unless waived in writing by the Authority, NDSU shall not use the DOME for any of the following types of events:
 1. Official high school activity association sponsored or sanctioned events, unless these games are a part of NDSU's football/basketball game day.
 2. Professional sports events of any type.
 3. Trade or consumer shows of any type. A job/career fair shall not be considered a trade or consumer show.
 4. Family entertainment events of any type.
 5. Concert events.

- iv. Practices: As addressed in Section 8.C., NDSU is required to use ten (10) days for non-football athletic practices. NDSU shall be able to use their remaining 45 (forty-five) days of Priority Dates and Non-Priority Event Dates for football or non-football athletic practices, but the Authority reserves the right to eliminate the practice day in favor of an event the Authority schedules into the DOME. If the Authority schedules an event which results in NDSU having to incur the expense of installing and/or removing the football field set-up for practice, the Authority shall attempt to have the field installation and removal expense paid by the event. If the Authority is unsuccessful in getting the event to pay this expense, then the payment of the expense shall be mutually agreed upon by the Authority and NDSU. The amount of the field installation and removal shall be mutually agreed upon by NDSU and the Authority. Athletic game practice days also count as one of the use dates, except that football practice dates shall count as one-half of a use date. NDSU shall have the option of paying an additional fee for use of the DOME for practices instead of having the practice date count against their use dates. The practice rental fee shall be \$250 per hour measured from one-half hour before the practice until one-half hour after the practice ends.

NDSU shall not incur any additional expenses of the football field set-up for use on non-game days if the field is already in place. However, if the field must be set-up for practice days or other non-game day use, NDSU shall be responsible for paying all costs incurred by the Authority for setting up the football configuration.

NDSU further agrees to reimburse the Authority for any cleaning or staffing expenses the Authority incurs as a result of NDSU's use of the DOME for practice days.

If the Authority has no events between the specified practice date and the game date, and the Authority shall incur no additional expense by placing the field down in time for the practice date, then the Authority shall place the field down for the practice and game and NDSU shall not incur any additional expense. If there is no DOME event between home football game dates, NDSU shall not be charged for, nor shall any credit be given to NDSU, for any set-up costs.

F. NDSU agrees not to give, sell or sublease any of their use dates to any party or potential lessee of the Authority who could have otherwise leased the DOME directly from the Authority.

G. NDSU shall be allowed to schedule and present any of the prohibited events listed herein as long as NDSU rents the DOME under a separate lease agreement outside of the terms and fees stipulated in this Agreement.

H. It is desired that the Authority and NDSU develop the type of working relationship whereby the parties communicate freely with the other so as to work collaboratively and avoid conflict in this and all other areas relative to this Lease Agreement. The Authority shall follow its own policies relative to first come, first served basis in the event NDSU and the Authority want to schedule a similar or competitive event. The Authority reserves the right to schedule another event at the same time as an NDSU event only if the other event does not interfere with the NDSU event.

I. The Authority shall also assume all responsibility for keeping records on the number of dates scheduled and used in a Lease Year. The Authority shall have the responsibility and obligation to notify NDSU when NDSU has scheduled all of their fifty-five (55) total event days in a Lease Year. NDSU shall pay the Authority for all dates used in excess of the fifty-five (55) total event days herein described at rates solely established by the Authority and covered by a separate lease agreement..

9. DEFAULT. The Authority has the right to cancel this Agreement if NDSU fails to pay the required rentals and expenses or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach. Failure to indemnify the Authority pursuant to the provisions of Section 17 or failure to provide liability insurance, if required, in accordance with Section 45, shall be a material breach. This remedy is not exclusive and the Authority may, at its discretion, pursue any appropriate remedy.

NDSU shall have the right to cancel this Agreement if the Authority fails to pay any required funds due NDSU or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach.

10. FINANCIAL SETTLEMENT/EVENT EXPENSES. The Authority shall prepare and present a settlement report to NDSU on a per event basis which shall show the expenses from the event payable to the Authority from NDSU, with payment of such expenses due to the Authority. If NDSU and the Authority cannot agree on the financial settlement for an event, then NDSU's Vice-President for Business Affairs and the Authority's President shall be the arbitrators to make final and binding decision regarding the disputed NDSU event.

11. COMPLIMENTARY TICKET. NDSU shall provide Authority with a mutually agreed upon number of complimentary tickets to each NDSU ticketed event in locations mutually agreeable to NDSU and the Authority.

12. PARKING.

A. *FARGODOME Event Parking.* Except as provided in subsection B below, the Authority shall have the sole right and responsibility to manage and

control all of the DOME parking lot areas, control all ingress and egress areas and collect and retain all parking revenues from vehicles using the DOME parking facilities.

B. NDSU's Use of FARGODOME Parking Lot Areas. NDSU shall have the right to use Lot C (the Southeast DOME parking lot), Lot D (the South DOME parking lot) and Lot E (the Southwest Dome parking lot) in accordance with the terms of an annual Fargodome-NDSU Parking Agreement originating July 30, 2002, and renewing annually. NDSU's use of any other Authority parking areas may only be done with prior written approval from the Authority except as provided below:

1. NDSU Team Makers shall have the right use parking lots E, F & G (the west DOME parking lots) for all NDSU home football games in accordance with the terms of an annual FARGODOME-NDSU Team Makers Parking Agreement originating August 1, 2012, and renewing annually.

2. NDSU employees or faculty working at the Sanford Health Athletic Complex (hereinafter "SHAC"), or other persons attending SHAC events or going to SHAC during regular business hours, may park in Lot C or Lot B, at no charge, unless the Authority has an event at the DOME and is charging a parking fee for use of the lot. On those occasions, SHAC attendees must pay the regular parking fee in order to park in the DOME lot, and the Authority shall retain all such revenue. At no time shall NDSU collect, receive or retain any parking revenue from vehicles parked on the Authority's parking lots unless otherwise agreed to in writing by the Parties. NDSU must notify the Authority in writing regarding the dates and times when a SHAC event is scheduled to take place which will require NDSU's use of the Authority's parking lot.

3. The Authority and NDSU shall designate three hundred-fifty (350) parking spaces in a good location as a VIP parking area for NDSU's use during NDSU football games. Persons using these spaces shall be responsible for paying the Authority for use of the spaces, and/or NDSU may buy-out these spaces for football games at the prevailing per-car parking rate.

4. The Authority hereby agrees that parking in the Authority lots shall be provided free of charge to patrons when NDSU has a non-revenue event, as defined herein, at the DOME. NDSU shall be responsible for the payment of any staffing expenses or other expenses incurred by the Authority for providing this free event parking.

5. NDSU shall be allocated twenty-five (25) parking spaces free of charge for its staff parking on days of its events in Lot A.

13. **CONCESSIONS.** The Authority shall retain all rights to concession sales, including, but not necessarily limited to, all food and beverage products, vending items and checkroom services except as herein agreed upon. No outside food and beverages will be allowed in the DOME. All food and beverages, with the exception of catering services, are provided by the Authority's authorized concessionaire.

14. **FREE SAMPLES.** Neither NDSU nor any of NDSU's attendees may sell or give away any samples of food, beverages or any product deemed by the Authority to be in competition with items sold or distributed by the Authority without prior written approval of the Authority. NDSU, on behalf of its advertisers and sponsors, shall be permitted to give away samples as long as NDSU obtains prior written approval from the Authority and does hereby agree to pay the additional cleaning costs, both inside the DOME and outside the DOME, and assumes all responsibility and liability for damages or injuries which may be incurred from the giveaway items.

15. **STORAGE.** NDSU shall have the use of approximately 1,000 square feet of temporary storage space in the DOME during the football season for the storage of athletic or band equipment. NDSU shall further have the use of the novelty storage room areas on the concourse level, except that NDSU shall be required to remove all their novelty items when another event requires the use of this novelty sales area. The Authority shall provide alternative storage areas for use by NDSU for the storage of said novelty items when the novelty storage area is not available. The Authority assumes no responsibility or liability whatsoever for the safety or security of any items NDSU chooses to store at the DOME.

16. **INDEMNIFICATION.** To the extent permitted under North Dakota law and subject to available appropriations, NDSU shall keep, defend, indemnify and hold harmless, the City of Fargo, the Authority and the management company, and all its officers, agents and employees and each of them, from and against any and all costs, liability, damage or expense, including legal fees and costs, claimed by anyone by reason of injury or damage to person or property directly or indirectly arising out of the leasing and use of the DOME under the terms of this Agreement, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. Nothing, herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law. Each party hereto shall give the other prompt and timely notice of a claim or suit instituted within its knowledge that in any way, directly or indirectly, contingently or otherwise affects or might affect the other party. Notwithstanding the duty of NDSU to defend, indemnify and hold harmless the City of Fargo, the Authority and the management company as hereinabove provided, the City of Fargo, the Authority and the management company shall each have the right, but not the obligation, to participate in the defense of any claim or action to the extent of its own interest, at its own expense. In the event available appropriations are insufficient to indemnify and satisfy claims against NDSU arising hereunder, NDSU agrees to include in its budget request an appropriation fully sufficient to satisfy such claims. Should the Governor of the State of North Dakota not

include in the executive budget for any reason the amount requested pursuant to the preceding sentence, NDSU shall request The North Dakota State Board of Higher Education to independently request that the Legislative Assembly amend the executive budget to include such amounts. NDSU, to the extent permitted by North Dakota law and subject to the available appropriations, shall agree to assume, defend, indemnify, protect and hold the Authority, the City of Fargo and the management company, harmless against any and all claims, damages, or liability resulting directly or indirectly from NDSU's use of the Authority's parking lot areas, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. NDSU further agrees to pay any and all claims or costs which may be made or incurred due to NDSU's use of the DOME parking lot areas. Nothing herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law.

17. **INSURANCE.** NDSU will obtain insurance that meets the following criteria:

- A. Such insurance shall be provided by a comprehensive general liability form of policy including the broad form liability extended coverage, with a combined single limit of at least \$250,000 per person and \$1,000,000 per occurrence.
- B. NDSU shall also provide necessary Workers Compensation insurance for NDSU's employees.
- C. NDSU shall further furnish comprehensive automobile liability insurance coverage as shall protect NDSU against claims for damages from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for NDSU in any capacity with respect to the performance of Agreement in the amount of \$500,000 per occurrence.
- D. The insurance must be written by an insurance company licensed to do business in the State of North Dakota and have an A.M. Best rating of A+ or higher, or the alternative, provide coverage through the North Dakota Risk Management Fund. NDSU shall provide proof of such insurance coverage to the City and the Authority. If NDSU fails to provide the aforementioned insurance, the Authority shall have the right to either obtain the required insurance with the premium to be paid by NDSU or to terminate this Agreement.

18. **FORCE MAJEURE.** In the event the DOME or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or if the premises cannot be so used because of strikes, acts of God, national emergency or other causes beyond the control of the Authority, then this Lease Agreement shall terminate and NDSU hereby

waives any claim against the Authority for damages by reason of such termination except that any unearned portion of the rental fee due hereunder shall abate or be refunded by the Authority to NDSU.

19. **BROADCAST RIGHTS.** NDSU shall retain all rights for Internet streaming and radio and television broadcasting of athletic events and shall be allowed to stream and broadcast athletic events from the DOME at no additional expense, except that NDSU shall pay the Authority for the Authority's out of pocket expenses, including labor and utilities, incurred as a result of the broadcasts or streaming, if these expenses are not paid by the broadcast company.

20. **PUBLIC SAFETY.** NDSU shall at all times conduct the event in full regard for public safety and will abide by all regulations as required by local authorities and the Authority. The Authority shall have the right to interrupt or terminate any event when in the sole judgement of the Authority, it is necessary in the interest of protecting the safety of the public. Whenever possible, the Authority shall confer with NDSU before any such termination. If a termination or interruption occurs, NDSU hereby agrees to waive any claims for damages against the Authority.

Any rigging or hanging of items from the DOME ceiling or roof must be done by approved DOME personnel. No other persons will be permitted to access the DOME roof or catwalk areas.

Any explosives, pyrotechnics or similar materials must be approved by the Authority and local, state and federal officials.

Any vehicle displayed inside the DOME must have the battery cables disconnected, the gas tank either taped shut or locked and may contain no more than one-fourth of a tank of fuel.

21. **EVACUATION.** The Authority shall have the sole right to determine when and if it is necessary to evacuate the DOME for whatever reason. If such evacuation occurs and results in cancellation of the event, NDSU hereby waives any claims for damages against the Authority. In the event such an evacuation occurs, the Authority and NDSU will settle the expenses for the event in a reasonable manner. NDSU will not be charged for that event day as a use date.

22. **OBSTRUCTIONS.** NDSU agrees to keep all portions of sidewalks, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways, concessions stands and all areas of public access unobstructed at all times.

23. **HAZARDOUS MATERIALS.** NDSU agrees not bring onto the premises any material or equipment which could constitute a hazard to property or persons.

24. **FARGODOME SOUND AND LIGHT EQUIPMENT.** Any connection or operation of DOME sound or light equipment will be done only by Authority personnel.

25. **MOTORIZED EQUIPMENT.** All DOME motorized equipment must be operated by authorized Authority employees.

26. **UTILITY REQUIREMENTS.** All utility requirements for the event must be ordered from the Authority. Said utility order must specify whether, and if necessary for the event, in what quantity the following utilities will be needed: electrical, water, compressed air, telephone, gas, drain and cable television.

27. **OPENING OF DOORS.** The Authority reserves the right to open the doors when the Authority deems it necessary to safely and orderly move the public into the DOME. The Authority may cancel any event preparations in order to safely move the public into the DOME.

28. **ADMISSIONS.** All DOME patrons shall be prohibited from bringing food and beverages, bottles, cans, containers, alcoholic beverages, projectiles, weapons, items which may be used as weapons, incendiary devices or any controlled or illegal substances into the DOME or onto the DOME premises.

The Authority reserves the right to conduct a reasonable search of all persons and their possessions prior to entry.

Re-entry on ticket stub is not permitted.

Glitter, confetti, lighter than air or helium balloons are not permitted inside the DOME.

No animals will be permitted in the DOME unless the animal is part of the show or exhibit, or if the animal is used by a physically disabled individual, and only if the animal is on a leash, in a pen or in a caged area.

29. **OBJECTIONABLE PERSONS.** The Authority reserves the right to eject or cause to be ejected from the DOME premises any persons causing a danger to person or property, or a breach of the peace or other disorderly conduct or who otherwise violates FARGODOME rules and regulations.

30. **ACCESS.** The Authority shall have the right to a reasonable access of any and all areas of the DOME occupied by NDSU.

31. **AUTHORITY CONTROL.** The Authority shall at all times maintain control of the DOME and shall be the sole administrator of its rules and regulations relative to its operation of the DOME.

32. **LICENSES.** NDSU shall pay, obtain and be responsible for any and all taxes, licenses or permits required for use of the DOME, and shall relieve the Authority from any responsibility for acquiring or paying for such taxes, licenses or permits.

33. **COPYRIGHT.** NDSU shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the event. To the extent permitted under North Dakota law and subject to available appropriations, NDSU further agrees to save and hold harmless the Authority from any costs or claims arising from any copyright violations, including copyright or trademark violations resulting from the advertising signs sold or displayed by NDSU.

34. **ANNOUNCEMENTS.** The Authority reserves the right to make announcements in the interest of public safety, to provide information to attendees or to announce upcoming events at the DOME.

35. **ADVERTISING/PUBLICITY.**

A. ***FARGODOME Trademark.*** The name “FARGODOME” and the FARGODOME logo are trademarked. Unauthorized use of either is strictly prohibited. NDSU shall have the right to use both the logo and the FARGODOME name only in the promotion and advertising of the events covered by this Agreement. No other use of the name FARGODOME or the FARGODOME logo will be permitted by NDSU without prior written approval from the Authority.

North Dakota State University Trademark. The name “North Dakota State University” and the “Bison Logo” are trademarked. Unauthorized use of either is strictly prohibited. The Authority shall have the right to use both the logo and the North Dakota State University name only in the promotion and advertising of the events covered by this Agreement. No other use of the name “North Dakota State University” or the “Bison Logo” will be permitted by the Authority without prior written approval from NDSU.

B. ***FARGODOME Advertising.*** NDSU shall have the right to advertise and publicize the events covered under this Agreement at no cost on the Authority’s electronic display equipment. The Authority and NDSU shall mutually agree on the times when these messages shall run and the content of these messages. The Authority hereby grants NDSU permission to advertise their corporate game sponsor(s) and announcements related to NDSU on the interior electronic message centers and on temporary signs as mutually agreed upon. NDSU shall be responsible for removing all temporary signs and banners immediately after an NDSU related event. If the Authority removes the banners and/or signs, NDSU shall be responsible for payment of all expenses related to the removal. Other than the aforementioned permission for NDSU events, the Authority Reserves all rights to advertising, electronic display equipment messages, temporary signage and banners in their entirety for non-NDSU related events.

C. Blocking/Covering FARGODOME Signs. The DOME's permanent signs, graphics or displays must not be visibly blocked in any manner, nor may temporary signs or decorations be attached to permanent building graphics.

36. SOLICITATION. No solicitation, distribution or sale of any products, services, advertising or publicity materials or flyers of any type shall be permitted on the DOME premises without obtaining prior written approval from the Authority.

37. EVENT CONTENT. To the extent allowed by applicable law, the Authority reserves the right to approve the content of the event, to cancel an event in progress or to have questionable portions of the event removed if such portions contain materials which are illegal or patently offensive in nature.

38. DEFACEMENTS. NDSU shall not injure, mar, nor in any manner deface the DOME or any equipment contained therein, and shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred or defaced. NDSU further will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the DOME, or any equipment contained therein, and will not make or allow to be made any alterations of any kind to the DOME or any equipment contained therein and will not affix or permit to be affixed by adhesives, any signs, posters, notices or graphics of any description without written consent of the Authority. NDSU agrees that if the DOME is damaged by NDSU, its event patrons, guests or any person admitted to the premises as a result of the NDSU event, then NDSU shall pay the Authority upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear excepted.

39. COMPLIANCE WITH LAW. NDSU agrees that it will comply with all applicable federal, state and local laws, rules, regulations and/or ordinances.

40. CIVIL RIGHTS/ADA. NDSU and the Authority hereby agree that they will not illegally discriminate against any persons relative to admission, services or privileges offered to or enjoyed by the general public. NDSU agrees that it will not illegally discriminate against any person relative to hiring and employment practices for any NDSU event involving NDSU staffing. NDSU further agrees to comply and cooperate with the Authority relative to requirements stipulated in the Americans with Disabilities Act (ADA). The Authority shall pay for any alterations to the DOME required under ADA.

41. ASSIGNMENT. This Agreement shall not be assigned, transferred or otherwise encumbered by NDSU without the express written approval of the Authority.

42. SEVERABILITY. If any of the provisions contained herein shall for any reasons be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.

43. ENTIRE AGREEMENT. No alterations, variations, additions, addendums, representations or agreements to the terms of this Agreement shall be valid unless stated in writing, signed by both NDSU and the Authority, and made a part of this Agreement. This Agreement and all such written addendums shall supersede any and all oral representations or agreements.

44. AUTHORITY AND JURISDICTION. Any privilege, right or pre-eminence of authority not herein defined or clearly expressed shall be construed in accordance with the laws of the state of North Dakota, and any action herein must be brought in the District Court for Cass County, North Dakota. All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of the Authority.

(Remainder of this page intentionally left blank.)



PRESIDENT, FARGO DOME AUTHORITY

DATE: 8/25/25



ATTEST: SECRETARY, FARGO DOME AUTHORITY

DATE: 8/25/25

MAYOR, CITY OF FARGO

DATE: _____

ATTEST: CITY AUDITOR

DATE: _____



PRESIDENT, NORTH DAKOTA STATE UNIVERSITY

DATE: 8-20-25



ATTEST: NORTH DAKOTA STATE UNIVERSITY
VICE-PRESIDENT FOR FINANCE AND ADMINISTRATION


DATE: 8/20/25



16

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

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance 

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

DATE: August 27, 2025

Due to lack of agenda items, FAHR did not meet on August 25th; however, we are providing the items from the Finance Committee for review and approval.

Receive & File: Sales Tax Update
General Fund – YTD 2025 June Budget to Actual
General Fund – YTD 2025 July Budget to Actual
General Fund – 2Q25 YE Projections

Action Needed: Approve the Independent Auditor's report and the City's Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2024.

Approve 2025 Public Safety Sales Tax Budget Adjustment and related staffing plan timing adjustments for the Fire Department.

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

PB: SS/KAC (prior to 2022)

7/22/2025

Payment Date	month collected	County Amount	Annual County Collections	County Growth %	PSST Amount	Infra & FC Amount	Total City Amount	Annual City Collections	City Growth %
2025 Collections			10,810,049.09	-1.36%				34,369,205.69	-3.08%
8/21/2025	June-25	2,270,466.69			803,789.60	6,430,316.85	7,234,106.45		
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70	6,744,268.91		
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00	5,406,259.48		
5/21/2025	Mar-25	1,698,986.33			-	5,424,656.49	5,424,656.49		
4/22/2025	Feb-25	1,477,568.31			-	4,523,059.25	4,523,059.25		
3/21/2025	Jan-25	1,693,238.03			-	5,036,855.11	5,036,855.11		
2024 Collections			23,304,345.12	0.86%				69,824,744.71	0.83%
2/22/2025	Dec-24	2,207,030.88			-	6,626,714.99	6,626,714.99		
1/21/2025	Nov-24	2,281,112.22			-	6,540,733.39	6,540,733.39		
12/20/2024	24-Oct	1,764,529.62			-	5,342,358.63	5,342,358.63		
11/22/2024	Sept-24	2,257,740.11			-	6,622,406.84	6,622,406.84		
10/21/2024	Aug-24	2,088,361.27			-	6,284,633.45	6,284,633.45		
9/21/2024	July-24	1,746,626.42			-	5,168,111.30	5,168,111.30		
8/21/2024	June-24	2,659,707.17			-	7,859,913.01	7,859,913.01		
7/22/2024	May-24	1,348,902.41			-	4,252,926.43	4,252,926.43		
6/24/2025	Apr-24	1,759,660.73			-	5,404,517.72	5,404,517.72		
5/21/2024	Mar-24	2,276,388.27			-	6,980,911.25	6,980,911.25		
4/22/2024	Feb-24	1,023,591.77			-	3,163,097.74	3,163,097.74		
3/21/2024	Jan-24	1,890,694.25			-	5,578,419.96	5,578,419.96		
2023 Collections			23,106,462.71	8.18%				69,250,461.96	4.02%
2022 Collections			21,358,922.89	-2.56%				66,571,120.26	4.28%
2021 Collections			21,920,710.74	31.11%				63,840,810.53	29.90%
2020 Collections			16,719,327.13	0.30%				49,146,842.57	-5.00%
2019 Collections			16,670,136.34	6.04%				51,732,824.69	7.36%
2018 Collections			15,720,221.20					48,185,965.90	
Totals Since 2018			\$ 149,610,175		\$ 2,153,848	\$ 450,768,128		\$ 452,921,976	

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - June 30, 2025
 Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	\$ 44,182	\$ 44,070	\$ (111)
2	Licenses & Permits	3,274	2,696	(579)
3	Intergovernmental Revenue	11,806	11,251	(555)
4	Charges for Services	5,988	5,613	(375)
5	Fines & Traffic Tickets	822	818	(4)
6	Interest	3,750	3,600	(150)
7	Miscellaneous Revenue	336	483	147
8	Transfers In	9,083	9,140	57
Total Revenues		\$ 79,241	\$ 77,671	\$ (1,570)
EXPENDITURES:				
9	General Government	\$ 15,412	\$ 14,942	\$ 470
10	Public Safety	28,945	27,177	1,768
11	Public Works	7,588	7,460	129
12	Health & Welfare	7,722	7,548	174
13	Culture & Recreation	2,858	2,715	143
14	Economic Development	104	391	(288)
15	General Support	902	656	245
16	Capital Outlay	59	104	(44)
17	Operating Transfers	6,920	7,092	(172)
18	Contingency (Salary Savings)	(938)	10	(948)
Total Expenditures		\$ 69,572	\$ 68,095	\$ 1,477
Revenue Over (Under) Expenditures		\$ 9,669	\$ 9,576	\$ (93)

- 2** Building Permit revenue below budget; Timing with Health License renewals.
- 3** State Aid and Highway Funds below budget.
- 4** Timing with CIP Fee revenue.
- 10** Lower FT labor for Police & Fire.
- 14** Budget error: budget excluded final payment of NDSCS pledge.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.

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

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 45,302	\$ 44,942	\$ (360)
2 Licenses & Permits	4,060	3,239	(821)
3 Intergovernmental Revenue	14,109	13,326	(783)
4 Charges for Services	8,415	7,722	(693)
5 Fines & Traffic Tickets	959	1,052	93
6 Interest	4,375	5,248	873
7 Miscellaneous Revenue	392	636	244
8 Transfers In	10,814	10,879	64
Total Revenues	\$ 88,426	\$ 87,044	\$ (1,383)
EXPENDITURES:			
9 General Government	\$ 17,708	\$ 17,046	\$ 662
10 Public Safety	33,314	31,681	1,633
11 Public Works	8,957	8,496	461
12 Health & Welfare	8,992	8,659	333
13 Culture & Recreation	3,325	3,186	138
14 Economic Development	104	391	(288)
15 General Support	1,001	711	290
16 Capital Outlay	74	106	(32)
17 Operating Transfers	7,284	7,404	(120)
18 Contingency (Salary Savings)	(1,094)	13	(1,107)
Total Expenditures	\$ 79,665	\$ 77,693	\$ 1,972
Revenue Over (Under) Expenditures	\$ 8,761	\$ 9,351	\$ 590

- 1** Franchise Fees running below budget.
- 2** Building Permit revenue below budget; Timing with Health License renewals.
- 3** Highway Funds below budget.
- 4** Timing with CIP Fee revenue.
- 10** Lower FT labor for Police & Fire.
- 14** Budget error: budget excluded final payment of NDSCS pledge.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.

City of Fargo, North Dakota
General Fund - 2025 Year End Projections
 As of June 30, 2025
 Amounts shown in thousands

	YTD 2025 Actual	Remaining 2025 Estimates	YE 2025 Projections
REVENUES:			
1 Taxes	\$ 44,070	\$ 8,970	\$ 53,040
2 Licenses & Permits	2,696	3,678	6,374
3 Intergovernmental Revenue	11,251	17,227	28,478
4 Charges for Services	5,613	10,941	16,554
5 Fines & Traffic Tickets	818	940	1,758
6 Interest	3,600	4,137	7,737
7 Miscellaneous Revenue	483	220	703
7A 2025: Land Sale Proceeds		5,500	5,500
8 Transfers In	9,140	8,450	17,590
8A New: Transfers In PSST		1,500	1,500
Total Revenues	\$ 77,671	\$ 61,562	\$ 139,233
EXPENDITURES:			
9 General Government	\$ 14,942	\$ 14,290	\$ 29,232
10 Public Safety	27,177	30,443	57,620
11 Public Works	7,460	7,689	15,149
12 Health & Welfare	7,548	7,496	15,044
13 Culture & Recreation	2,715	2,977	5,692
14 Economic Development	391	(187)	204
15 General Support	656	855	1,511
16 Capital Outlay	104	44	148
17 Operating Transfers	7,092	2,014	9,106
18 Contingency (Salary Savings)	10	-	10
Total Expenditures	\$ 68,095	\$ 65,620	\$ 133,715
Revenue Over (Under) Expenditures	\$ 9,576	\$ (4,058)	\$ 5,518

- 1** Franchise Fees - trending below budget.
- 2** Building Permits - trending below budget.
- 3** Reduction in Highway Funds as per legislation.
- 4** Additional CIP Admin/Eng Fees due to timing and additional projects.
- 7A** Anticipated proceeds of Solid Waste Land (net of 1.2M to Solid Waste for replacement land).
- 8A** Transfer In of Public Safety Sales Tax to cover approved 2025 related Expenses. (Net \$0)
- 9-13** Anticipated salary savings reflected within department group, not contingency.
- 10** Includes approved 2025 Public Safety Sales Tax expenses - offset with Transfer In. (Net \$0)
- 18** Anticipated salary savings reflected within department group, not contingency.



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

TO: BOARD OF CITY COMMISSIONERS

FROM: SUSAN THOMPSON, DIRECTOR OF FINANCE

**RE: ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND
INDEPENDENT AUDITOR'S REPORTS**

DATE: AUGUST 27, 2025

The Finance Department has completed the Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2024. This includes the Independent Auditor reports on our general purpose financial statements in accordance with North Dakota Century Code 54-10-14 as well as all reports required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) for federal grant programs. The independent auditing firm of Eide Bailly LLP completed the audits. An unmodified opinion was provided reflecting adherence to financial requirements and standards. This means that the City is following generally accepted accounting principles and has an appropriate level of internal controls in place to safeguard municipal assets.

There was one audit finding/recommendation for changes in our internal control structures:

While completing the financial statement audit, it was noted that there was no formal review and approval over the recording of special assessments receivable and the liability for compensated absences.

Finance Department staff have identified and are implementing corrective actions in order to ensure that these findings are resolved for the 2025 audit.

Brian Stavenger, engagement partner at Eide Bailly met with the Commissioners August 27th to discuss the audit process, audit results, and current financial trends.

I would like to express my appreciation to all Department Heads, Division Managers and employees that work with our financial systems throughout the year with a high degree of attention to detail and adherence to accounting policies and procedures.

The City's Annual Comprehensive Financial Report was submitted to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program for review and grading under this voluntary quality control program. This is the 26th year we have achieved this award.

The Annual Comprehensive Financial Report is posted on the City of Fargo website for citizens and other interested parties to review. This includes the audit opinions, financial statements, statistical data, and the Schedule of Expenditures of Federal Awards received by the City in 2024.

<https://fargond.gov/city-government/departments/finance/financial-reports>

Suggested Motion:

Approve the Independent Auditor's report and the City's Annual Comprehensive Financial Report for the year ending December 31, 2024.



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

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: Budget Adjustment Request
DATE: August 27, 2025

As discussed at today's Finance Committee, the Fire Department requests a reallocation of previously approved 2025 Public Safety Sales Tax due to timing issues with hiring new firefighters.

Chief Lorenz spells out his plan in the attached email. He requests to implement five internal promotions in 2025; originally, three promotions were budgeted for 2025 and two budgeted for 2026. The seven approved new FTEs will not start until the 2026 academy. Six of the new FTEs were budgeted for one-half year of 2025, with the seventh budgeted to start in 2026.

The approved 2025 public safety sales tax plan transfers \$279,274 to the General Fund to cover the estimated cost of six new FTEs for one-half year. Since these firefighters will not be hired until 2026, fire requests that the public safety sales tax related to these positions be reallocated to the Public Safety Sales Tax reserve account to accumulate for future facility improvements.

Suggested Motion:

Approve budget adjustment to move \$279,274 of 2025 Public Safety sales tax from the original General Fund allocation to Public Safety Sales Tax reserve and approve the timing adjustments of promotions and hiring as noted here.

Susan Thompson

From: Camila Van Dyke
Sent: Wednesday, August 20, 2025 8:24 AM
To: Susan Thompson; Jill Minette; Michael Redlinger; Brenda Derrig
Subject: FW: 2025 Personnel Requests

Good Morning,

Please see the information below requested by Gary.

I spoke with Susan last week to discuss the budget impact of any potential changes. Since no FTEs are being added, we don't anticipate any issues with adjusting the order of position fills. The primary reason firefighters were not added this year was the timing of the final PSST fund approval. We were unable to complete all pre-employment requirements before the academy began on August 4. Those additional firefighters will instead join the late-January academy.

I am not sure if this needs to go through approval, or if it's more informational. Please let me know your thoughts.

Thanks,

Camila

From: Gary Lorenz <GLorenz@FargoND.gov>
Sent: Wednesday, August 20, 2025 7:22 AM
To: Camila Van Dyke <CVanDyke@FargoND.gov>
Cc: Craig Nelson <CNelson@FargoND.gov>
Subject: 2025 Personnel Requests

Good Morning Camila,

As a follow up to our meeting last week, and because we will not be filling the six firefighter positions allocated in the 2025 PSST funding, below is how we would like to proceed with the approved 2025 and 2026 PSST reclassification and captain promotions:

September 2025:

- Move forward with reclassification of training firefighter to training captain. This was requested by Chief Dirksen in the 2026 budget request. There is not a need to hire an additional firefighter to replace this position.
- Identify person to move to the additional training captain position. This will become effective in January 2026.

October 2025:

- Begin conducting interviews and promote three individuals to the captain positions approved for the QRU. QRU will not be operational 2026.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Finance/Fire

REQUESTED BY: Susan Thompson

PROJECT NUMBER : _____

DATE PREPARED: 8/27/2025

DESCRIPTION OF REQUEST:

Reallocate previously approved 2025 PSST funding from GF to PSST surplus due to timing of the hiring of six firefighters (moved from 2025 to 2026).

NOTE: if relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
Transfer In - Public Safety Sales Tax Reserve		\$ 279,274 =	\$ 279,274
General Fund Transfer In from PSST (decrease to net transfer)		\$ (279,274) =	\$ (279,274)
	+	=	\$ -
	+	=	\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ -	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		=	\$ -
		=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE:

Date: _____

By: _____

BA# _____

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To: Board of City Commissioners

From: Jill Minette
Director of Human Resources

Re: Request for Out-of-Grade Pay

Date: August 26, 2025

Michael Redlinger, City Administrator, submitted a request for Archie Ingersoll, Public Information Manager (grade 16) and Brian Sellin, Broadcast Manager (grade 13) to receive out-of-grade pay for taking on temporary operational lead responsibilities for the Communications Department. The additional cost of out-of-grade pay is \$12.23 and \$9.70 per hour respectively. The request is for the out-of-grade pay to be effective August 18, 2025.

This request has been reviewed and approved by City Administration.

Suggested Motion:

Approve the request to award out-of-grade pay for Archie Ingersoll and Brian Sellin effective August 18, 2025.

August 18, 2025

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

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RE: Lubricating Oil Products (RFP25210)

Commissioners:

On August 18, 2025, five (5) proposals were received and reviewed for lubricating oil products used by Central Garage Maintenance Department. Central Garage's oil consumption is approximately 7,148 gallons.

The results are as follows:

<u>Vendor</u>	<u>Projected Use</u>
Safety-Kleen Systems	\$72,475.60
Farstad Oil	\$73,143.71
A&I Distributors.	\$75,650.30
Petro Serve USA	\$80,578.70
Dean's Bulk Service	\$83,374.54

The review committee, consisting of Allan Erickson, Tom Ganje and Dan Shaeffer, determined Safety-Kleen Systems had the low-cost proposal and met all the specifications specified. Our recommendation is to award Safety-Kleen Systems a (3) three-year 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 lubricating oil products from Safety Kleen Systems a (3) three-year contract with the option to extend for (2) two additional years, in the amount of \$72,475.60.

Respectfully Submitted,



Tom Ganje
 Fleet Purchasing Manager

**2025 City of Fargo Lubricating Oil Products
RFP25210
8/14/2025**

	Safety-kleen Systems	Farstad Oil	A & I Distributors	Petro Serve USA	Dean's Bulk Service
Oil Make	Preformance Plus	Ridgeline, Mobile	Service Pro, Purus, Citgo	Motivity, Cenex	Chevron, DA Lubricants
Total Price	\$72,475.60	\$73,143.71	\$75,650.30	\$80,578.70	\$83,374.54

19

August 27, 2025

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

Subject: Request for Consideration of Ordinance Change to Article 8-1009 – Night Parking Restrictions

I am writing to request your consideration of a proposed amendment to Article 8-1009 – Night Parking Restrictions.

In October of 2011, the Commission approved a change to restrict on-street parking to one side of the street from November 1 to April 15, in the area between 12th Avenue N and I-94, from the Red River to 25th Street, including the Madison Neighborhood. At the time, it was noted that we would monitor the ongoing need for seasonal night parking restrictions outside of the central business district.

After reviewing the impacts of the parking change, staff have evaluated the continued necessity of these seasonal overnight restrictions. Based on our findings, we believe that the one-side parking restrictions implemented in 2011 have sufficiently addressed the original concerns, and the seasonal night parking restrictions for areas outside the central business district are no longer necessary.

Suggested Motion:

Move to direct the City Attorney's office to work with the Public Works Departments to review and update Article 8-1009 to reflect the requested change.

Thank you for your consideration.

Sincerely,



Ben Dow
Public Works Operations Director

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August 27, 2025

Honorable Board of City Commissioners
City of Fargo
200 3rd Street North
Fargo, ND 58102

RE: Solid Waste Management Agreement with Fuchs Sanitation

Dear Commissioners:

Attached for your approval is a Solid Waste Management Agreement between the City of Fargo and Fuchs Sanitation. The Agreement outlines the provisions of being a Private Hauler within the City of Fargo and governs the collection and delivery of waste generated within the City. The agreement also outlines the approved billing procedures, and provides a detailed list of and waste that is prohibited at the Fargo Landfill Facility.

Prior to the Agreement application process, the applicant did meet the Waste Hauler provisions of the North Dakota Department of Health and the Commercial Hauler permit provision by the City of Fargo Auditor's Office. The Agreement shall have an initial term of ten years, renewable for an additional period of ten years by mutual agreement.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION

Approve The Solid Waste Management Agreement between the City of Fargo and Fuchs Sanitation, effective September 2, 2025.

Respectfully Submitted,



Scott Olson, PE
Solid Waste Utility Director

cc: Dustin Halsne, Landfill Supervisor
Sharon Johnson, Solid Waste Office Manager
Michelle Vanyo, Auditors

**SOLID WASTE MANAGEMENT AGREEMENT
FOR PRIVATE HAULERS IN THE CITY OF FARGO**

PARTIES

THIS AGREEMENT is entered into this 2nd day of September, 2025, by and between the CITY OF FARGO (A City), a political subdivision of the State of North Dakota and Fuchs Sanitation, (A Private Hauler), collectively referred to as the parties.

RECITALS:

WHEREAS, the Solid Waste Management Rules of North Dakota, NDCC Chapter 23-29 and NDAC Article 33-20, as amended require the City to establish a solid waste management program; and

WHEREAS, the City wishes to assure the protection of the environment and protect against environmental liability by insuring the proper operation of the program and solid waste facilities for its citizens; and

WHEREAS, the North Dakota legislature has established reduction goals in an effort to reduce the waste stream volumes entering municipal solid waste (MSW) landfills; and

WHEREAS, it is the desire of the City to reduce the volume of solid waste generated in the City by ensuring that the fees charged for solid waste disposal better reflect the true long term costs of waste disposal, and to reuse or recycle certain components of such solid waste to the maximum extent appropriate; and

WHEREAS, the City is operating a MSW landfill and related recycling programs for the purpose of (1) disposal of residential, commercial and industrial solid waste, and (2) diverting certain wastes for recycling purposes; and

WHEREAS, the City finds that the most effective means to protect residents and businesses of the City of Fargo from liability under state and federal environmental statutes is to ensure that solid waste generated in the City comes under the control of the City, and is disposed of in an appropriate location, including, without limitation, in the City-supervised and operated MSW landfill; and

WHEREAS, the Private Hauler is in the business of collecting solid waste in the City and desires to voluntarily enter into this Solid Waste Management Agreement governing its collection of solid waste generated within the City; and

WHEREAS, entering into this Agreement will be mutually beneficial to both the Private Hauler and the City; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, and in order to permit the City to accomplish the goals and objectives set out in the Rules, it is agreed to by the parties hereto as follows:

**ARTICLE I
DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION**

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise;

Acceptable Waste means materials generally referred to as residential, commercial, or industrial waste as defined in Article 13-0501 of the Fargo Municipal Code, which have traditionally been disposed of in a solid waste landfill, consistent with City solid waste ordinances and which are not prohibited wastes.

Agreement means this Solid Waste Management Agreement, as it may hereafter be amended or supplemented.

Generators means the residential, commercial and industrial generators within the City of Fargo.

Landfill means the City of Fargo Municipal Solid Waste Landfill.

Private Hauler means any person or entity, including the Private Hauler, licensed to collect or transport waste from residential, commercial, or industrial property.

Prohibited Waste means Prohibited Waste as defined in Exhibit A hereto.

Self-Hauler means a person or entity who transports municipal waste generated by that person or entity or another person or entity without compensation.

Solid Waste Ordinances means the ordinances found in Article 13-05 of the Fargo Municipal Code adopted by the City and amended from time to time.

Tipping Fee is the charge for the use of the Landfill for the disposal of Acceptable Waste as set by City of Fargo Solid Waste Ordinances.

Unforeseen Circumstance means any act, event or condition that has had, or will have a material adverse effect on the rights or obligations of the Private Hauler or the City under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

- (a) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

- (b) The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit license, consent, authorization or approval essential to the operation of the Landfill; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith or any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action of inaction of such party; and
- (c) The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Landfill site which are required for and essential to the operation of the Landfill.

Waste means all waste as defined in Article 13-1501 of the Fargo Municipal Code delivered or caused to be delivered to the Landfill.

Section 1.2. References. All references in this Agreement to designated Articles, Sections and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as executed. The words herein, hereof, hereunder and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context clearly indicates otherwise.

Section 1.3. Other References. The terms defined in Section 1.1 include the plural as well the singular, and the use of any gender refers to all genders. All accounting terms are in accordance with generally accepted accounting principles. All computations provided for herein shall be made in accordance with generally accepted accounting principles.

Section 1.4. Representations by the Private Hauler. The Private Hauler makes the following representations as the basis of its covenants herein:

- (1) The Private Hauler, if a corporation, is duly incorporated, and is in good standing under the laws of the State of North Dakota, has power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement.
- (2) The Private Hauler, if a partnership, is a validly formed and existing partnership, has power to enter into this Agreement and by proper action of the partnership has authorized the execution and delivery of this Agreement.
- (3) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Private Hauler, if it is a corporation, or of the partnership agreement, if the Private Hauler is a partnership, or of any restriction or of any agreement or instrument to which the Private Hauler is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Private Hauler contrary to the terms of any instrument or agreement.

- (4) The Private Hauler is duly licensed to collect Waste within the City; the Private Hauler has obtained all requisite approvals of the State of North Dakota and other federal, state, regional and local government bodies for the collection of the Waste it collects.
- (5) The Private Hauler has or will obtain all equipment and personnel necessary to fulfill its obligation under this Agreement and will maintain all accounting and billing systems necessary to fulfill its obligations under this agreement and applicable ordinances, and will, further, fully comply with all applicable licenses, permits, laws or ordinances.
- (6) The Private Hauler is able to deliver to the Landfill all Acceptable Waste collected by it from all of its present and future customers in the City in accordance with the terms of this Agreement.
- (7) To the extent that the Private Hauler with regard to Section 3.6 is the legal successor to prior commercial Haulers, the Private Hauler has obtained the irrevocable right to fully and unconditionally release claims against the City on their behalf.
- (8) The Private Hauler understands that this Agreement does not include, and does not apply to, the collection of Waste generated outside the geographic boundaries of the City of Fargo, except as expressly provided herein.

Section 1.5 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: Prohibited Waste

Exhibit B: City of Fargo Waste Management Credit Policy

The City may from time to time during the term of this Agreement amend or modify the provisions of these exhibits, subject to advance notice to and input from the Private Haulers.

ARTICLE II DELIVERY OF WASTE

Section 2.1. Private Hauler Status, Collection and Billing Procedures. Execution of this Agreement by the City constitutes the substitute contract waiver of the limitation on private haulers as set forth in Article 13 of the City's ordinance providing for organized collection. As such, the agreement entitles the Private Hauler to continue to provide collection and hauling services, and bill directly, to all customers currently being serviced by the Private Hauler at the time of the execution of this agreement, and compete for new or additional accounts and customers so long as the Private Hauler is in compliance with the provisions of this Agreement.

Notwithstanding any other provision of this Agreement, the City retains the absolute right to provide waste collection and disposal services exclusively to all residential accounts. In addition, the City may provide service directly to those commercial accounts it obtains as part of its own proprietary commercial hauling operations provided directly by the City, or by contracting with a private hauler.

Section 2.2. Collection and Delivery of Acceptable Waste. The Private Hauler hereby agrees to collect and promptly deliver to the City at the Landfill, in accordance with the terms of this Agreement and with such collection and delivery procedures as the City may from time to time prescribe, commencing on the effective date of this Agreement and continuing thereafter during the term of this Agreement, the total quantity of Acceptable Waste generated in the City of Fargo collected by the Private Hauler, subject to the terms and conditions of this Agreement.

Section 2.3. Delivery of Prohibited Waste. The Private Hauler agrees to use its best efforts to deliver only Acceptable Waste to the Landfill. The City shall not be required to accept any Waste which does not constitute Acceptable Waste. The City shall have the right, but not obligation, to inspect all vehicles delivering Waste to the Landfill. No inspection by the City shall limit the obligation of the Private Hauler to deliver only Acceptable Waste to the Landfill. If the City in the exercise of its reasonable judgement determines that a vehicle contains any Prohibited Waste, as defined in Exhibit A, the City may reject the entire delivery and the Private Hauler shall forthwith remove such entire delivery from the Landfill for disposal at a specified Facility. All costs of such removal and disposal shall be borne by the Contact Hauler. In addition, a sum equal to the disposal fee provided in Section 2.6 and as adjusted, together with all costs including special handling fees if applicable, incurred by the City, shall be charged to the Contact Hauler for each ton of Waste delivered by the Private Hauler and rejected by the City.

The Private Hauler shall have the sole responsibility to remove from the Landfill, Prohibited Waste it has delivered and pay the resulting cost, notwithstanding any prior acceptance of such Waste as Acceptable Waste by the City. Such removal shall be accomplished promptly after notice, verbal or written, is received by the Private Hauler from the City that any Waste previously delivered by the Private Hauler is Prohibited Waste. In the event the Private Hauler refuses to or unreasonable delays its removal of Prohibited Waste, (i.e. delays by more than 24 hours), the City may remove and dispose of the Prohibited Waste and charge the costs of such removal and disposal to the Private Hauler on the next monthly invoice to the Private Hauler.

Section 2.4. Delivery Conditions. The Private Hauler agrees that all Acceptable Waste shall be delivered in accordance with the following terms and conditions:

- (a) Hours and Days of Delivery. The City, unless it notifies the Private Hauler otherwise, shall accept deliveries from the Private Hauler during the operating hours as posted at the Landfill.
- (b) Final Disposal Location. Once annually, during the term of this agreement, the Private Hauler shall inform each customer in writing of the final disposal location(s) of the Solid Waste collected from the customer. The Private Hauler shall make the same report in writing to The City of Fargo.

- (c) Origin of Waste. The Private Hauler, acting through its drivers, shall state the origin by municipality of collected Waste on the Landfill scale ticket at time of delivery to the Landfill. No waste located collected or originating outside of Cass County will be accepted at the Landfill if delivered by this Private Hauler unless agreed upon by both parties.
- (d) Commingling of Waste: The Private Hauler, acting through its drivers, shall not commingle Waste generated inside the geographic boundaries of the City of Fargo with waste generated outside the geographic boundaries of the City of Fargo, unless and until a separate contract agreement for the outside waste has been entered into between the Private Hauler and the City of Fargo.
- (e) Differential Tipping Fees: The Private Hauler understands that the City reserves all rights to charge a different tipping fee at the Landfill for the disposal of Waste generated outside the geographic boundaries of the City of Fargo than for Waste generated inside the geographic boundaries of the City of Fargo.
- (f) Transportation to Landfill. The Private Hauler shall be solely responsible for the provision, at its expense, of all personnel and equipment necessary to transport all Waste to be delivered under this Agreement and to deliver the same to the Landfill in accordance with such regulations relating to the manner of delivery as the City may from time to time establish.
- (g) Equipment. All equipment used by the Private Hauler for collection and transportation of Waste for delivery pursuant to this Agreement shall be licensed pursuant to and comply with all ordinances and regulations which may from time to time be enacted with respect thereto, and shall comply with such equipment specifications as may be established by the City or other regulatory agencies. The City may reject any delivery of Waste delivered by equipment in violation of this paragraph. In the event of such a rejection, a sum equal to the special handling fee, if applicable, as adjusted shall be charged to the Private Hauler for each ton of Waste, or part thereof, delivered by the Private Hauler and rejected. The Private Hauler shall maintain with the City such information concerning equipment of the Private Hauler as may be requested from time to time by the City.
- (h) Landfill Rules. The Private Hauler will comply with all reasonable rules and regulations posted at the Landfill.

Section 2.5. Tipping Fee Remittance. The tonnage of Waste hereunder shall be determined as provided in section 2.7. The Tipping Fees remitted by the Private Hauler to the City for each ton of Waste delivered to the Landfill shall comply with Section 4.5.

Section 2.6. Monthly Statements; Payments. The City shall, within ten (10) days following the last day of each month subsequent to the effective date of this Agreement and within ten (10) days following the expiration of the term or termination of this Agreement, submit to the Private Hauler a statement of the total tonnage of Acceptable Waste delivered to the Landfill during the preceding month or other applicable period and the amount which the Private Hauler is required to remit to the City pursuant to this Agreement. The charge

for each month during the term of the Agreement shall be computed on the basis of the tipping fees as noted in Section 4.5. The City of Fargo reserves the right to audit the accounts receivable and other records of the Private Hauler as necessary to verify the accuracy of the accounts receivable and other records of the Private Hauler. City staff or appointed representatives will perform the audit at no cost to the Private Hauler except in the event where material discrepancies and/or violations are noted or the Private Hauler's records are incomplete or incorrect, the City may calculate the correct remittances due the City and charge the cost of necessary work to the Private Hauler. Remittances for each month's deliveries shall be paid according to the City of Fargo's Waste Management Credit Policy as set out in Exhibit B. Such audit shall be subject to the applicable laws of the State of North Dakota.

Section 2.7. Weighing at Facility. The City shall maintain at the landfill certified truck-weighing scales operated by a scale operator. The tonnage of Acceptable Waste delivered at the Landfill shall be determined by the deduction of the tare weight of the vehicle from the total loaded weight of the vehicle. The tare weight of the vehicle is determined after the contents of each vehicle load is disposed of at the Landfill. The City or Private Hauler shall have the right at any time to reweigh any vehicle. The City shall provide to the driver of each vehicle making a delivery to the Landfill a receipt signed by the scale operator, which shall also be signed by the driver of the vehicle, setting forth the gross weight, tare weight, date, time, truck identification, total tonnage and origin of Acceptable Waste determined to have been delivered to the Landfill by such Vehicle. Whenever any Waste is not accepted, the outgoing vehicle shall be weighed and receipted in a like manner. All such receipts shall be prepared in triplicate, with the City retaining one copy or a suitable machine record. Such receipts shall be used by the City, as the basis for determining the remittances required by Section 2.6 and Section 2.7. The Private Hauler through its authorized representatives, shall have the right from time to time to audit, at the Private Hauler's sole cost, the weight records of the Landfill, provided such audits are made at reasonable times and upon prior written notice and in accordance with applicable laws of the State of North Dakota and do not in any way interfere with the orderly operation of the Landfill.

ARTICLE III COVENANTS OF THE PRIVATE HAULER

Section 3.1. Indemnification. The Private Hauler shall take all precautions necessary to protect the public against injury and shall defend, indemnify and save the City harmless from all damages and claims of damages that may arise by reason of any negligence on the part of the Private Hauler, its agents, employees, or independent contractors, while engaged in the performance of this Agreement including, but not limited to damages and claims of damages caused by hot loads delivered by the Private Hauler, fires caused by hot loads after delivery, driver-caused damage to any part of the Landfill and the cost of clean up of Waste contaminated by the Private Hauler, and against any and all claims, liens and claims of liens for labor performed or material or services furnished or subcontracted for by the Private Hauler with or without authorization of the City. The Contact Hauler shall also defend, indemnify and save the City harmless from and against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses of the City), causes of action, suits, claims, demands and judgements of any nature arising from violation of any representation, agreement, warranty, covenant or condition of this Agreement. The City shall indemnify the Private Hauler for any damages, including costs of defense, for the negligence of itself,

its employees or agents arising from the violation of any representation, agreement, warranty, covenant or condition of this Agreement.

Section 3.2. Insurance. The Private Hauler shall obtain and furnish to the City evidence of all insurance required under City of Fargo Solid Waste Ordinances, covering all vehicles to be used and all operations to be performed by the Private Hauler, its subcontractors and independent contractors in performing this Agreement. Such insurance may be provided by the Private Hauler and separately by the individual subcontractors and independent contractors; or, in the alternative, the Private Hauler may furnish evidence of such insurance covering itself as well as all of its subcontractors and independent contractors as additional insureds. The Private Hauler shall ensure that the City of Fargo is included as an additional insured in all policies required under this Section.

Section 3.3. Nondiscrimination. The Private Hauler agrees that it shall not, within the State of North Dakota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or sex, and will include a provision prohibiting such discrimination in all subcontracts entered into for the performance hereof.

Section 3.4. Notice of Default. The parties will give to the other prompt notice of any condition or event that constitutes an Event of Default.

Section 3.6. Continuing Existence and Qualification. The Private Hauler will remain duly qualified to do business in the State of North Dakota and licensed to operate as a Private Hauler in the City of Fargo.

Section 3.6. Waiver of Liability and Covenant Not to Sue. The Private Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of City ordinances, resolutions, policies, contracts, or other actions controlling or attempting to control, the collection, disposal or other handling of Waste. The waiver specifically extends to any predecessor individuals, partnerships, corporations or other entities, of the Private Hauler. The Private Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any City ordinance related thereto is unconstitutional or illegal and should any other individual establish such in any court of law that the Private Hauler will not claim any damages.

Section 3.7. Charge for Collection. The Private Hauler agrees to charge for collection of Waste based upon the usual industry standards.

Section 3.8. Independent Contractor. The Private Hauler shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Private Hauler as the agent, representative, or employee of the City of Fargo for any purpose or in any manner whatsoever. The Private Hauler is to be and shall remain an independent contractor with respect to all the services performed under this Agreement. The Private Hauler represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Private Hauler or other persons while engaged in the performance of any work or services required by the Private Hauler under this Agreement shall have no contractual

relationship with the City of Fargo, and shall not be considered employees of the City of Fargo. Any and all claims that may or might arise under Chapter 52-01, et seq., N.D.C.C. of the State of North Dakota on behalf of said personnel, arising out of employment or alleged employment, including without limitation, claims of discrimination against the Private Hauler, its officers, agents, contractors, or employees, shall in no way be the responsibility of the City of Fargo. The Private Hauler shall defend, indemnify, and hold the City of Fargo, its officers, agents, and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever, from the City of Fargo, including, without limitation, tenure rights, hospital and medical care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay, and PERA.

ARTICLE IV COVENANTS OF CITY

Section 4.1. City's Duty to Accept Waste. For the term of this Agreement, the City shall accept from the Private Hauler all Acceptable Waste delivered by the Private Hauler to the Landfill or to such other location as the City shall specify, in accordance with the terms of this Agreement.

Section 4.2. Failure to Accept Waste at Landfill. If at any time the City is unable to receive all or any part of the Private Hauler's Acceptable Waste at the Landfill for any reason, then the City shall verbally notify the Private Hauler's truck operator or dispatcher and any other responsible party designated by the Private Hauler for notification, such notification to be followed by written confirmation to the Private Hauler. The City shall also station an individual or post a sign during normal waste receiving hours to notify truck operators of the suspension of operations. The Private Hauler shall be authorized to haul the waste to any State approved waste processing or disposal facility, as determined by the City of Fargo Solid Waste Operations Manager. All costs of such transportation and disposal shall be borne by the Private Hauler. The City shall give at least 48 hours verbal notice to the Private Hauler when operations at the Landfill will resume. If such 48-hour notice is given, then the Private Hauler shall deliver waste to the Landfill in accordance with this Agreement when operations resume. If such advance notice is not given, then the Private Hauler shall begin delivery of Waste to the Landfill within 48 hours of having received notice from the City.

Section 4.3. Proper Disposal of Waste. The City shall dispose of all Acceptable Waste delivered to it in accordance with the terms of this Agreement and all applicable laws and regulations.

Section 4.4. Enforcement of Similar Agreements and Solid Waste Ordinances. The City shall exercise its best efforts to enforce all similar agreements and related Solid Waste Ordinances. The City agrees that it will not extend preferential rates or privileges to any individual Private Hauler, unless such rates or privileges are offered to all Private Haulers. However, the City may continue preferential rates to single-family residential accounts. The City reserves the right to enter into similar contracts with other Private Haulers, waste

generators or governmental bodies with the same rates and privileges.

Section 4.5. Establishment of Tipping Fees. The City agrees to establish the following Tipping Fees effective January 1, 2023:

\$ 51 per ton

The City reserves the right to adjust the Tipping Fees subject to the following:

- (1) Public notice of the intent to adjust the Tipping Fee will be given and a public hearing of the City Commission will be held on the adjustment;
- (2) Any increase in the Tipping Fee will be based on and directly related to increased capital or operational costs of the Solid Waste Division, including any increase in maintenance costs in addition to the anticipated costs, or decreased revenue from the operation of the Landfill; and
- (3) No such adjustment will be made during the first 3 years after the effective date of this Agreement. Thereafter, adjustments shall be made not more than once annually and shall also be reflected in the City's commercial fee matrix.

In addition to the Tipping Fees, the Private Hauler will pay all applicable taxes and other fees established by the State of North Dakota or other governmental body other than the City.

Section 4.6. No Waiver of Immunity: Nothing in this Agreement shall constitute a waiver or diminution by the City of Fargo of any immunities or statutory limitations on liability.

ARTICLE V EVENTS OF DEFAULT REMEDIES

Section 5.1. Events of Default. Any of the following events shall constitute an Event of Default:

- (a) The failure to delivery any Acceptable Waste as required by Section 2.1; or
- (b) If the Private Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law, [or makes any general assignment for the benefit of its creditors without complying with the provisions in Section 6.4 regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Private Hauler which prevents or

impairs the Private Hauler's ability to perform all terms and conditions of this Agreement; or

- (c) The failure to perform or observe any other of the covenants, agreements or conditions on the part of the Private Hauler or the City in this Agreement, including the failure to make punctual payment of any amounts due pursuant to Section 2.5, and such default shall have continued for a period of fifteen (15) days after written notice thereof given by the other party to defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to its expiration for such longer period as reasonable diligence may require to remedy the same, with such an extension to be reasonably granted by the non-defaulting party.

Section 5.2. Other Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. In addition, upon the occurrence of an Event of Default, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party. The City retains the right to enforce against the Private Hauler all applicable ordinances, regulations, statutes or permits.

Section 5.3. Manner of Exercise. Unless otherwise stated, no remedy by the terms of this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law or in equity or by statute.

ARTICLE VI GENERAL TERMS

Section 6.1. Terms and Termination. This Agreement shall become effective on September 1, 2025, if and only if on or before that date the City has given the Private Hauler notice that contracts identical to this Agreement (except with regard to the name of the Private Hauler) have been executed by a sufficient number of Private Haulers to justify the waiver from the organized collection provisions, such justification to be in the sole and complete discretion of the City. If such notice is not given on or before August 31, 2035, this Agreement shall be null and void. The Agreement shall have an initial term of ten years from September 1, 2025, renewable for an additional period of 10 years by mutual agreement of the parties provided that the Private Hauler shall provide final, binding notice of intent to renew no later than August 31, 2035, provided City has given notice of the same 30 days prior thereto.

This Agreement shall also terminate:

- (a) If the City permanently ceases the operation of its Landfill; or
- (b) If this Agreement is terminated by the non-defaulting party after an Event of Default, as provided in Section 5.1; or
- (c) If the City lawfully terminates its solid waste management program; or

(d) By mutual agreement of the parties.

Section 6.2. Private Hauler's Obligations Unconditional. Without limiting any of the other provisions of this Agreement, all obligations of the Private Hauler to make Tipping Fee remittances and other payments due to the City under this Agreement shall be absolute and unconditional, and the Private Hauler shall not be entitled to any abatement, diminution, set off, abrogation, waiver or modification thereof, nor to any termination of this Agreement by any reason whatsoever, except as expressly provided herein, regardless of any rights of set off recoupment or counterclaim that the Private Hauler might otherwise claim against the City or any other party or parties and regardless of any contingency, event or cause whatsoever and notwithstanding any circumstances or occurrence that may arise or take place before, during or after the effective date of this Agreement, except during the pendency of an Unforeseen Circumstance.

Section 6.3. Disposal of Waste other than for Private Hauler. The Private Hauler recognizes that the Landfill will be operated for the purpose of receiving Waste from a number of sources. The Private Hauler agrees that the City shall have the right to accept Waste at the Landfill delivered by joint powers, authorities or public agencies, municipal or other private corporations, individuals or partnerships, and other Private Haulers. The City may accept Waste on a first come first served basis, and set tipping fees for waste received from non-Private Haulers in any manner it deems appropriate. The Private Hauler agrees that the City shall not be liable to the Private Hauler for any costs or expenses incurred by the Private Hauler in connection with delivery of Waste to the Landfill whether such costs or expenses are attributed to waiting time, temporary shutdown of the Landfill or any other cause whatsoever.

Section 6.4. Successors and Assignment. This Agreement shall be binding upon any successor or assignee of the Private Hauler and the Private Hauler agrees that any transfer of assignment by any means or in any manner of any right, title or interest in the business of Private Hauler will provide that the transferee or assignee agrees to be bound by this Agreement. The transfer or assignment of the rights and/or obligations of the Private Hauler under this Agreement shall be effective upon (i) written acknowledgment to the City by the transferee or assignee that the transferee or assignee is bound by all the terms and conditions of this Agreement, and (ii) the issuance of a Private Hauler license by the City to the transferee or assignee. A Private Hauler license is not transferable. Transferees or assignees must apply for a Private Hauler license to do business in the City of Fargo.

Section 6.5. Voluntary Agreement. The parties hereto have voluntarily entered into this Agreement because of the mutual benefits to be derived by each.

Section 6.6. Relationship of the Parties. Except as provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. This Agreement does not create any fiduciary relationship between the parties or any relationship of employer-employee.

Section 6.7. Representatives. The authorized representative of the City for purposes of this Agreement shall be the City of Fargo Solid Waste Operations Manager.

The authorized representative of the Private Hauler for purposes of this Agreement shall be: Angie Kuehl. Either party may change its representative upon five (5) days written notice to the other party.

Section 6.8. Notices. All notices, consents and other communications required or permitted by this Agreement unless otherwise specified, are required to be in writing and shall be deemed delivered when tendered to the other party by hand to such party's designated representative, or, if mailed shall be deemed to have been given when dispatched by certified mail, return receipt requested, postage paid, and addressed as follows:

If to the City: Operations Manager
 City of Fargo
 Solid Waste Division
 2301 8th Avenue North
 Fargo ND 58102

If to a Private Hauler: Fuchs Sanitation Services Inc.
 PO Box 67
 Glyndon, MN 56547

or to such other addresses as either party hereto may, from time to time, designate in writing by notice to the other party.

Section 6.9. Entire and Complete Agreement. This Agreement constitutes the entire and complete Agreement of the parties, exclusive of all prior or contemporaneous understandings, arrangements and commitments, all of such, whether oral or written, having been merged herein.

Section 6.10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or enforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 6.11. Applicable Law. The laws of the State of North Dakota shall govern the validity, interpretation construction and performance of this Agreement. Nothing in this Agreement shall be deemed to relieve the Private Hauler of any obligation under the Rules, the Solid Waste Ordinances or any other law.

Section 6.12. Unforeseen Circumstance. The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF FARGO, NORTH DAKOTA
A municipal corporation

By _____
Its Mayor

Attest:

City Auditor

Approved as to form and execution.

City Attorney

Date:

PRIVATE HAULER:

Fuchs Sanitation

By _____
Angie Huhf

Site Manager

EXHIBIT A
Fargo Landfill Facility
Prohibited Waste

- 1. Hazardous Waste**
(other than normal household quantities)
Including:
 - a. Ignitables (solvents, fuels, paints, etc.)
 - b. Corrosives (acids and alkalis)
 - c. Reactives (hypochlorites - swimming pool chemicals, cyanides, etc.)
 - d. Toxicity Characteristic wastes
 - e. Other listed hazardous wastes
- 2. Industrial Waste**
(Nonhazardous waste generated by industrial or manufacturing processes)
MSW Landfills may accept an amount of up to ten percent of the total weight of MSW received per month if the industrial waste is identified in the industrial waste management procedures contained in the approved operating plan.
- 3. Lead Acid Batteries**
- 4. Liquids**
(other than normal household quantities)
- 5. Animal Manure**
- 6. Septic Tank Pumpings**
- 7. Tires**
- 8. Major Appliances**
(refrigerators, washers, etc.)
- 9. Municipal Waste Incinerator Ash**
- 10. Pesticide Containers**
(other than normal household quantities or triple rinsed and punctured)
- 11. PCB Waste and PCB Oils**
(transformers and capacitors)
- 12. Sludges**
(raw or digested sewage sludges, lime sludges, grit chamber cleanings bar screenings, oil sludges and other sludges unless approved by the NDDH)
- 13. Regulated Infectious**
(other than normal household quantities)
MSW landfills may accept regulated infectious waste from hospitals, nursing homes, etc. If incinerated or autoclaved and sharps rendered “non-sharp” with NDDH approval.

14. Waste Oil

15. Special Waste

(nonhazardous solid wastes generated by energy conversion facilities; crude oil and natural gas exploration and production; mineral and ore mining; beneficiation and extraction; and surface coal mine operations)

16. Other Waste

(Debris that is mixed with any kind of recyclables (metal, cardboard, trees/pallets) may be rejected until the recyclables have been removed. The City of Fargo Landfill does not accept concrete, tree stumps or roots. Materials with toxic or adverse characteristics potentially impacting public health or environmental resources will not be accepted)

EXHIBIT B
City of Fargo
Waste Management Credit Policy

PURPOSE:

It is a financial policy of the City to selectively use available capital in a way that will best serve our taxpayer=s interest. We feel we do this best by using our money to provide efficient services to the taxpayers, rather than using it to finance customer accounts receivable beyond regular terms or accounts that are uncollectible.

To protect the taxpayer=s best interest, the Board of Commissioners has adopted a general credit policy; and individual division policies where necessary. The following guidelines apply to all services provided by the Division of Solid Waste:

Interest:

Interest will be charged to all accounts over 30 days at the annual rate equal to 1.5% per month or 18% per annum. Periodically the interest rate will be reviewed to ensure that is not too high or too low.

Past due accounts:

Past due accounts will be pursued by the Division or designated individual as approved by the Commission. If a receivable is determined to be uncollectible, it may be written off as follows:

- a. A/R Supervisor has authority to write off accounts that have been through the collections policy for amounts up to \$1,000 per account.
- b. Director of Finance approves write offs from \$1,000 to \$5,000.
- c. Amounts greater than \$5,000 to be approved by the Finance Committee

Effective date of Commission Action: May 1, 2004 Changes effective: Same

(21)



Memorandum

To: City of Fargo Commission
From: Shaun Crowell, Mobility Manager
Date: September 2, 2025
RE: *City of Fargo Transit Title VI Civil Rights Program*

RECOMMENDATION: The City of Fargo Commission are asked to consider the following actions:

1. Approval in substantial form the Fargo Transit Title VI Civil Rights Program; and
2. Authorization to submit same to the Federal Transit Administration (FTA).

BACKGROUND / KEY POINTS: All programs receiving financial assistance from the FTA are subject to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Department of Transportation's implementing regulations, Circular 4702.1B.

As a recipient of federal funding, MATBUS for the City of Fargo Transit must:

- Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
- Promote full and fair participation in public transportation decision-making without regard to race, color or national origin;
- Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

Every three years, City of Fargo Transit must report to FTA by submitting materials that show their programs, policies and activities comply with DOT's Title VI regulations. All recipients must also have their Title VI program approved by the appropriate governing official, i.e. the City Commission for City-operated entities.

Fargo Transit's Title VI program includes the following:

- Any notices to the public of protections against discrimination afforded by Title VI, as well as a list of their locations;
- A Title VI discrimination complaint form and instructions to the public on how to complete it;
- A list of any public transportation-related Title VI investigations, complaints or lawsuits filed with the recipient since the time of the last submission;
- A public participation plan including outreach to minority and limited English proficient populations within the service area (may also include other traditionally underserved constituencies, such as people with disabilities and low-income populations);
- The recipient's plan for assisting persons with limited English proficiency;

- The recipient's service standards and service policies;
- Any additional relevant information that demonstrates adherence to Title VI regulations.

The previous program submission received approval from the regional FTA Civil Rights Officer in 2022 and will expire November 30, 2025. The 2025 submission must be received and approved prior to October 1, 2025; therefore, the draft program must be approved by the City and a certified resolution forwarded to FTA upon approval. FTA may require additional documentation during their review, which will be provided by Transit staff upon request.

FINANCIAL CONSIDERATIONS: There are no costs involved in the approval of this policy.

Requested motion: Authorize staff to submit the City of Fargo Transit Title VI Civil Rights Program to the Federal Transit Administration (FTA).



October 1, 2025

Regional Civil Rights Officer
Federal Transit Administration
1961 Stout Street
Suite 13-301
Denver, CO 80202

Re: City of Fargo – Title VI Program

Dear Regional Civil Rights Officer:

The following information is being submitted as required by Title VI Program Guidelines for Federal Transit Administration Recipients, Circular 4702.1B as amended.

1. **Attachment A:** Title VI Notice to the Public (Vital Document) including pictures of locations where the notice is posted, and translated to Spanish and Somali with Certification of Translation from Language Link: *See enclosed "Public Notice" information outlining notification and postings. Information is also posted on the website www.matbus.com.*
2. **Attachment B:** Title VI Complaint Form (Vital Document) which includes the Title VI complaint procedures, and translated to Spanish and Somali with Certification of Translation from Language Link and Title VI employee training documents: *enclosed*. List of transit related Title VI investigations, complaints, and lawsuits. We had one Title VI complaint in 2024.
3. **Attachment C:** Public Participation Plan, including information about outreach methods to engage minority and LEP, as well as a summary of outreach efforts made since the last Title VI program submission:

The City of Fargo makes every effort to ensure public participation of all populations, including minority, low-income, and LEP populations, in the course of conducting public outreach and involvement activities – notices are posted in various publications (the local newspaper, with the local MPO), on all vehicles and in all transit facilities where locations are conspicuous and accessible to all individuals, on bus schedules, letters are mailed to agencies providing services to minority, LEP, and low-income populations; and public meetings are held to encourage participation by all populations. We utilize social media, such as email rider alerts, Facebook, and X to communicate with our passengers on detours, promotions, service and fare changes, planning studies, storm detours, and any other information necessary to utilize the services effectively. Efforts since the last Title VI program have included all of the above activities. Efforts since the last Title VI program have included all of the above activities, as well as updating of our web page www.matbus.com.

Public Outreach Activities:

Summary: In the last three years, outreach has included publishing public notices in the City's official newspaper, reaching out to Human Services Organizations, the website and on social media. In addition, Rider Alerts are sent out regarding public notices, detours, change in service and anything else affecting the public. Notices are also posted on monitor displays at the Ground Transportation Center.

Rider Alerts reach a wide range of MATBUS riders. An example of some of the outreach from 2022-2024: Rider Alerts have been sent out regarding:

4/26/22 Travel Trainer Workshop
11/9/22 Homeless Veterans Stand Down
11/22/22 Route 15 Increased Frequency during the holidays
12/26/22 Fargo Service & Route Changes
2/24/23 Public Hearing Notice
3/27/23 Route 18 Detour
4/17/23 Travel Trainer Workshop
5/15/23 Fargo Marathon
4/29/24 Route 18 Detour
5/28/24 Travel Trainer Workshop
7/12/24 Downtown Street Fair Detours

Each year we notify DBE and SBE organizations in the community with the type of potential contract work available.

Public Outreach to Human Services Organizations specializing in the minority population.

The Transit Development Plan started in 2024, the makeup of the committee consisted of members of the community including persons with disabilities.

Each month the Mobility Manager puts on a Travel Trainer Workshop for agencies that work with people from the minority population, have disabilities, or other low-income persons. This workshop trains employees of the agencies to help others at their organizations learn how to utilize the Fixed-Route Bus service.

Mobility Manager attends monthly meeting of the Civil and Human Rights Taskforce through Freedom Resource Center to discuss mobility needs for persons with disabilities in the area.

Participated in the Senior Safety Seminar in September 2023, 2024, and 2025 as a vendor to provide information about MATBUS services.

Provided training on MATBUS at the Juvenile Court in October 2023.

Presented a to a group of low-income and disabled residents regarding MATBUS services at Pioneer Manor on April 15, 2024.

Participated as a vendor at the River Pointe Senior Living Resource Fair on April 26, 2024.

Presented to a foster care youth group called STAY (Successful Transition to Adulthood for Youth) through Clay County Social Services, including a tour of the GTC and a tour and a ride on a bus on August 14, 2024.

Presented to a sight-impaired group regarding using MATBUS Paratransit services on September 18, 2024

4. **Attachment D:** Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP): *enclosed*.
5. **Attachment E:** Language Access Plan (LAP): *enclosed*.
6. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees: **There are currently no committees and/or councils where the membership is selected by us. (The decision making body governing the City of Fargo Transit Department is the Fargo City Commission which is made up entirely of elected officials).**
7. Primary recipients shall include a description of how the agency monitors its subrecipients for compliance with Title VI, and a schedule of subrecipient Title VI program submissions: **We do not have subrecipients.**
8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.: **The City of Fargo Transit has not constructed any transit facilities.**
9. **Attachment F:** A copy of board meeting minutes, resolution, or other appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI program: *enclosed*
10. Additional information as specified in chapters IV, V, and VI, depending on whether the recipient is a transit provider, State, or planning entity. Note: **The recipient is a Transit Provider.**
11. **Attachment G:** Requirements of Transit Providers (Chapter IV):
All fixed route transit providers must submit all requirements set out in Chapter III:
Service standards, vehicle load for each mode, vehicle headway for each mode, on-time performance for each mode, Service availability for each mode:
Fixed route service provided in the Fargo area is limited to local bus service; we do

not incorporate peak or off-peak service. Service hours are 6:15am-10:15pm M-F system-wide and 7:15am-10:15pm Saturdays (we do not have Sunday fixed route service). I have enclosed headways on all routes, and performance measures tracked for every route on the system for 2022-2024.

12. **Attachment H:** Service policies: (1) for transit amenities for each mode and (2) vehicle assignment for each mode.

Transit operates only one mode (local bus service). Amenities include one main transfer facility in downtown Fargo where most of the system routes pulse with other routes to allow travel throughout the community – this facility is the location for fixed route dispatch and has restrooms, seating, and vending; one transfer hub located at the main local mall (West Acres) – this facility has a phone allowing access to dispatchers, benches, route information, and is an attached enclosed facility with access to restrooms; and 68 additional bus shelters located throughout the system (see enclosed).

Note: The City of Fargo operates under 50 fixed route vehicles in peak service and is located in a UZA of 200,000.

14. **Attachment I:** Submission of annual certifications and assurances: *Please refer to the most recent certifications and assurance on TrAMS.*

15. **Attachment J:** Enclosed for your reference are a current bus route schedules, maps and demographic information for Fargo.

16. **Attachment K:** City of Fargo EEO, Transdev EEO and Affirmative Action Plan, Metro COG Title VI Plan <https://www.fmmetrocog.org/titlevi>

Should you have any questions concerning this information, please contact me at 701-476-6737 or e-mail JBommelman@cityoffargo.com.

Sincerely,

Julie Bommelman
City of Fargo Transit Director

Attachment A

POST PERMANENTLY ON ALL BULLETIN BOARDS

**PUBLIC NOTICE
CITY OF FARGO AND CITY OF MOORHEAD
POLICY OF TITLE VI NONDISCRIMINATION ON THE BASIS OF
RACE, COLOR OR NATIONAL ORIGIN
ON FEDERAL TRANSIT ADMINISTRATION PROJECTS**

The City of Fargo and the City of Moorhead are recipients of Federal financial assistance from the U.S. Department of Transportation through the Federal Transit Administration (FTA) for transit operating, planning and/or capital projects and is therefore subject to Title VI Civil Rights Requirements.

The following is a summary of said Title VI requirements for non-discrimination on FTA projects receiving this federal assistance.

1. Any person who is, or seeks to be, a patron of any vehicle which is operated as a part of, or in conjunction with, a project shall be given the same access, seating, and other treatment with regard to the use of such vehicle as other persons without regard to their race, color or national origin.
2. No person who is or seeks to be an employee of the project sponsor or lessees, concessionaires, contractors, licensees, or any organization furnishing public transportation service as a part of, or in conjunction with, the project shall be treated less favorably than any other employee or applicant with regard to hiring, dismissal, advancement, wages, or any other conditions and benefits of employment, on the basis of race, color, or national origin.
3. No person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color or national origin.
4. The location of projects requiring land acquisition and the displacement of person from their residences and businesses may not be determined on the basis of race, color, or national origin.

The City of Fargo and the City of Moorhead maintains records and other information and submit compliance reports and assessments regarding Title VI as directed by FTA. This information may be made available to the public upon request. Requests for information regarding City of Fargo and/or City of Moorhead may be requested from Shaun Crowell the MATBUS Mobility Manager, located at 650 23rd St N Fargo, ND 58102 or by phone at (701) 476-5967.

Discrimination complaints may be filed with the City of Fargo or the City of Moorhead for resolution by contacting the appropriate contact person at the telephone numbers and addresses shown above. If the complainant is dissatisfied with the resolution by the City of Fargo or the City of Moorhead, the same complaint may be submitted to FTA or the Secretary of Transportation within 180 calendar days after the date of the alleged discrimination. A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

Title VI nondiscrimination posters and all Title VI public notices are posted in accessible and conspicuous locations for everyone to see and read.

NON-DISCRIMINATION POLICY

The Cities of Fargo, North Dakota, and Moorhead, Minnesota, operate MATBUS and provide access to all its programs, services, and benefits in compliance with Title VI of the Civil Rights Act of 1964 without regard to race, color, national origin, sex (23 U.S.C. 324), age (42 U.S.C. 6101), disability/handicap (29 U.S.C. 794), or socioeconomic status (E.O. 12898).

For more information or to file a discrimination complaint, please contact MATBUS at 701.232.7500 Option 3. This statement, as well as the MATBUS schedules and maps, is available in alternative format upon request. MATBUS will provide reasonable accommodations for people with disabilities when possible.



**Contact MATBUS by calling 701.232.7500 Option 3,
by mail at 650 23rd Street North, Fargo, ND,
or obtain a complaint form online at www.matbus.com.**



**UGU BOOSTI GAREE SI JOOGTO AH DHAMAAN BOODHADHKA
LAGU XARDHO WARARKA/BAYAANADA MUHIIMKA AH**

**OGEYSIIS DADWEYNE
MAGAALADA FARGO IYO MAGAALADA MOORHEAD
SIYAASADDA CINWAANKA VI EE TAKOOR LA'AANTA EE KU SALEYSAN
GÜNDHIG ISIREED, SINJIYADEED, MIDABEED AMA ASALKA QARANEED
EE MASHAARIICDA MAAREYNTA GAADIIDKA DADWEYNAHA EE FEDERAALKA**

Magaalada Fargo iyo Magaalada Moorhead waa kuwa hela kaalmada maaliyadeed ee Federaalka ee **Waaxda Gaadiidka ee Maraykanka iyada oo loo sii mariyo Maamulka Gaadiidka Dadweynaha ee Federal (Federal Transit Administration, FTA)** ee hawlaha gaadiidka, qorsheynta iyo/ama mashaariicda raasamaalka sidaas darteedna waxay hoos imanaysaa Shuruudaha Xuquuqda Madaniga ah ee Ciwaanka VI.

Kuwa soo socdaa waa soo koobida shuruudaha Ciwaanka VI ee la xidhiidha takoor la'aanta mashaariicda FTA ee helaya kaalmadan federaalka.

1. Qof kasta oo ah, ama doonaya inuu noqdo, ilaaliyaha gaadhi kasta oo ku shaqeeya qayb ka mid ah, ama si la xidhiidha, mashruuca waa in la siiyaa isla marin u helka, fadhiisashada, iyo ula dhaqanka sida dadka waxa khuseeya isticmaalka gaadiidkaas sida dadka kale iyada oo aan loo eegin isirkooda, midabkooda ama asalkooda qaran.
2. Qof kasta oo ka mid ah ama doonaya inuu noqdo shaqaale mashruuca kafaala qaada ama kireyste, ka tanaasulayaal, qandaraasleyaal, shati qaatayaal, ama hay'ad kasta oo bixisa adeegga gaadiidka dadwaynaha oo qayb ka ah, ama la shaqaynaysa, mashruuca waa in loola dhaqmo si ka hoosaysa shaqaale kasta oo kale ama codsade iyadoo la eegayo shaqaaleysiinta, shaqo ka burinta, horumarinta, mushaharka, ama shuruudo kale iyo dheefaha shaqaalaynta, si ku salaysan isirka, midabka, ama asalka qaran.
3. Qof ama koox dad ah laguma takoori karo ruutiinka, jadwalka, ama tayada adeegga gaadiidka ee loo diyaariyey qayb ka mid ah mashruuca iyadoo lagu salaynayo isir, midab, ama asal qaran. Inta jeer ee adeegga, da'da iyo tayada baabuurta loo qoondeeyay waddooyinka, tayada boosteejooyinka u adeega dariiqooyin kala duwan, iyo meesha ay maraan lama go'aamin karo iyadoo lagu salaynayo isir, midab ama asal qaran.
4. Goobta mashaariicda ee u baahan dhul-wareejin iyo ka barakicinta qof deegaankooda iyo ganacsigooda lama go'aamin karo iyadoo lagu salaynayo isir, midab, ama asal qaran.

Magaalada Fargo iyo Magaalada Moorhead waxay sii hayaan diiwaanada iyo macluumaadka kale waxayna soo gudbiyaan u hoggaansanaanta warbixinnada iyo qiimeynta ku saabsan Ciwaanka VI sida ay farayso FTA. Macluumaadkan waxaa laga yaabaa in loo diyaariyo dadweynaha marka la codsado. Codsiyada macluumaadka ku saabsan Magaalada Fargo iyo/ama Magaalada Moorhead waxaa laga codsan karaa Shaun Crowell maareeyaha Dhaqdhaqaaqa MATBUS, xafiiskiisuna uu ku yaalo 650 23rd St N Fargo, ND 58102 ama telefoon ahaan lanbarka (701) 476-5967.

Cabashooyinka takoorka waxaa loo gudbin karaa Magaalada Fargo ama Magaalada Moorhead si loo xalliyo iyadoo lagula xiriirayo qofka ku haboon telefoonada iyo ciwaanada kor ku xusan. Haddii cabashooduhu uu ku qanci waayo xallinta Magaalada Fargo ama Magaalada Moorhead, isla cabashada waxaa loo gudbin karaa FTA ama Xoghayaha Gaadiidka 180 maalmood gudahooda ka dib taariikhda dhacitaanka takoorka la tuhunsan yahay. Qofku sidoo kale wuxuu si toos ah ugu gudbin karaa ashtako Maamulka Gaadiid-raaca ee Federaalka, Xafiiska FTA ee Xuquuqda Madaniga, 1200 New Jersey Avenue SE, Washington, DC 20590.

Boodhadhka Cinwaanka VI ee takoor la'aanta iyo dhammaan ogaysiisyada Ciwaanka VI waxaa lagu boosti gareeyaa meelo laga arki karo oona muuqda si qof walba uu u arko oo uuna u akhriyo.

Certification of Translation

DATE: 5/23/2024

I, Aldara Martinez, Language Link Project Manager, certify on behalf of Language Link, a professional Language Service Provider, that the following documents:

- Public Notice update 3-23-22.docx
- Title VI ADA Complaint Form 2022.docx

were completed by a professional linguistic team in the following language pairs:

- English>Somali
- English>Spanish (LA)



(Project Manager Signature)

5/23/2024

(Date)

PUBLICAR PERMANENTEMENTE EN TODOS LOS TABLEROS DE ANUNCIOS

AVISO PÚBLICO

**CIUDAD DE FARGO Y CIUDAD DE MOORHEAD
POLÍTICA DEL TÍTULO VI CONTRA LA DISCRIMINACIÓN EN BASE
A LA RAZA, COLOR U ORIGEN NACIONAL
ACERCA DE LOS PROYECTOS DE LA ADMINISTRACIÓN FEDERAL DE TRÁNSITO**

La Ciudad de Fargo y la Ciudad de Moorhead reciben asistencia financiera federal del Departamento de Transporte de EE. UU. a través de la Administración Federal de Tránsito (Federal Transit Administration, FTA) para operaciones de tránsito, planificación y/o proyectos de capital y, por lo tanto, están sujetas a los Requisitos de Derechos Civiles del Título VI.

El siguiente es un resumen de dichos requisitos del Título VI contra la discriminación en proyectos FTA que reciben esta asistencia federal.

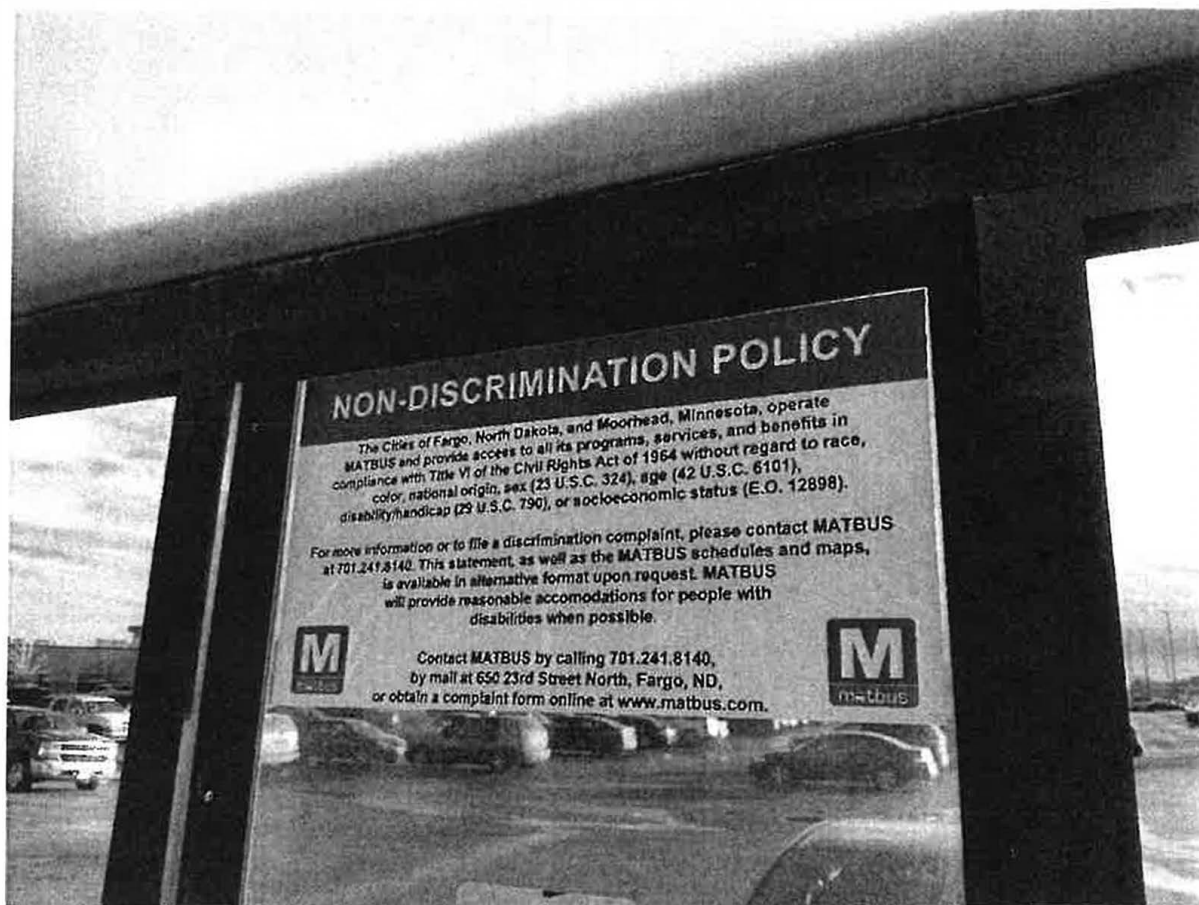
1. Cualquier persona que sea, o busque ser, patrocinador de cualquier vehículo que sea operado como parte de un proyecto o en conjunto con él, recibirá el mismo acceso, asientos y otro trato con respecto al uso de dicho vehículo como otras personas sin distinción de su raza, color u origen nacional.
2. Ninguna persona que sea o busque ser un empleado del patrocinador del proyecto o de los arrendatarios, concesionarios, contratistas, titulares de licencias o cualquier organización que proporcione servicios de transporte público como parte del proyecto o en conjunto con él será tratada de manera menos favorable que cualquier otra persona. empleado o solicitante con respecto a contratación, despido, ascenso, salarios o cualquier otra condición y beneficio de empleo, por motivos de raza, color u origen nacional.
3. Ninguna persona o grupo de personas será discriminado con respecto a la ruta, programación o calidad del servicio de transporte proporcionado como parte del proyecto por motivos de raza, color u origen nacional. La frecuencia del servicio, la antigüedad y la calidad de los vehículos asignados a las rutas, la calidad de las estaciones que prestan servicios en diferentes rutas y la ubicación de las rutas no pueden determinarse en función de la raza, el color o el origen nacional.
4. La ubicación de proyectos que requieran la adquisición de terrenos y el desplazamiento de personas de sus residencias y negocios no podrá determinarse por motivos de raza, color u origen nacional.

La Ciudad de Fargo y la Ciudad de Moorhead mantienen registros y otra información y presentan informes y evaluaciones de cumplimiento con respecto al Título VI según lo indicado por la FTA. Esta información puede ponerse a disposición del público previa solicitud. Las solicitudes de información sobre la Ciudad de Fargo y/o la Ciudad de Moorhead se pueden solicitar a Shaun Crowell, el gerente de Movilidad de MATBUS, ubicado en 650 23.^o St N Fargo, ND 58102 o por teléfono al (701) 476-5967.

Las quejas por discriminación se pueden presentar ante la Ciudad de Fargo o la Ciudad de Moorhead para su resolución comunicándose con la persona de contacto adecuada a los números de teléfono y direcciones que se muestran arriba. Si el denunciante no está satisfecho con la resolución de la Ciudad de Fargo o la Ciudad de Moorhead, la misma queja puede presentarse a la FTA o al secretario de Transporte en el plazo de los 180 días calendario posteriores a la fecha de la supuesta discriminación. Una persona también puede presentar una queja directamente ante la Administración Federal de Tránsito, en la Oficina de Derechos Civiles de la FTA, 1200 New Jersey Avenue SE, Washington, DC 20590.

Los carteles de no discriminación del Título VI y todos los avisos públicos del Título VI se publican en lugares accesibles y visibles para que todos puedan verlos y leerlos.

Passenger Shelter



Fixed Route



NON-DISCRIMINATION POLICY

The Cities of Fargo, North Dakota, and Moorhead, Minnesota, operate MATBUS and provide access to all its programs, services, and benefits in compliance with Title VI of the Civil Rights Act of 1964 without regard to race, color, national origin, sex (23 U.S.C. 324), age (42 U.S.C. 6101), disability/handicap (29 U.S.C. 794), or socioeconomic status (E.O. 12898).

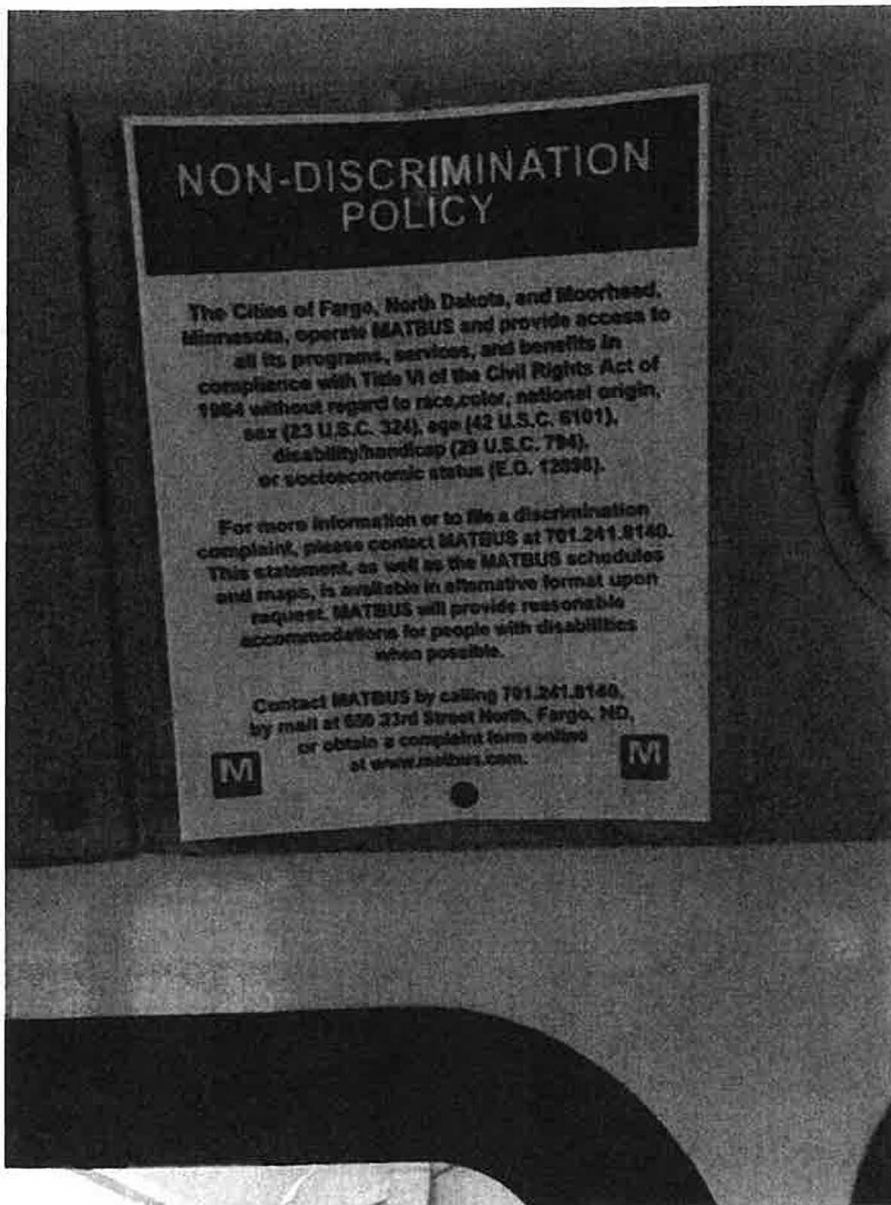
For more information or to file a discrimination complaint, please contact MATBUS at 701.241.8140. This statement, as well as the MATBUS schedules and maps, is available in alternative format upon request. MATBUS will provide reasonable accommodations for people with disabilities when possible.



Contact MATBUS by calling 701.241.8140,
by mail at 650 23rd Street North, Fargo, ND,
or obtain a complaint form online at www.matbus.com.



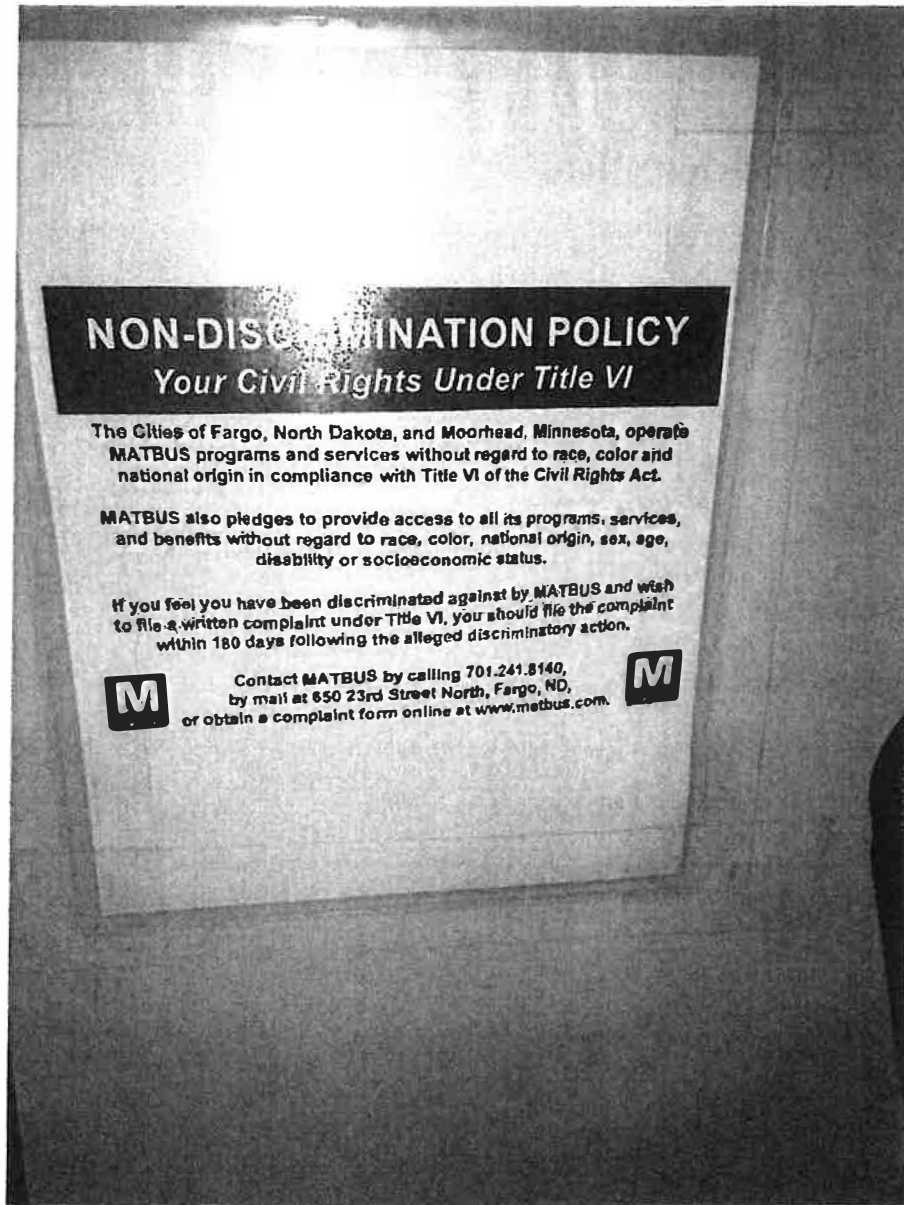
Para vehicle



Fixed Route bus

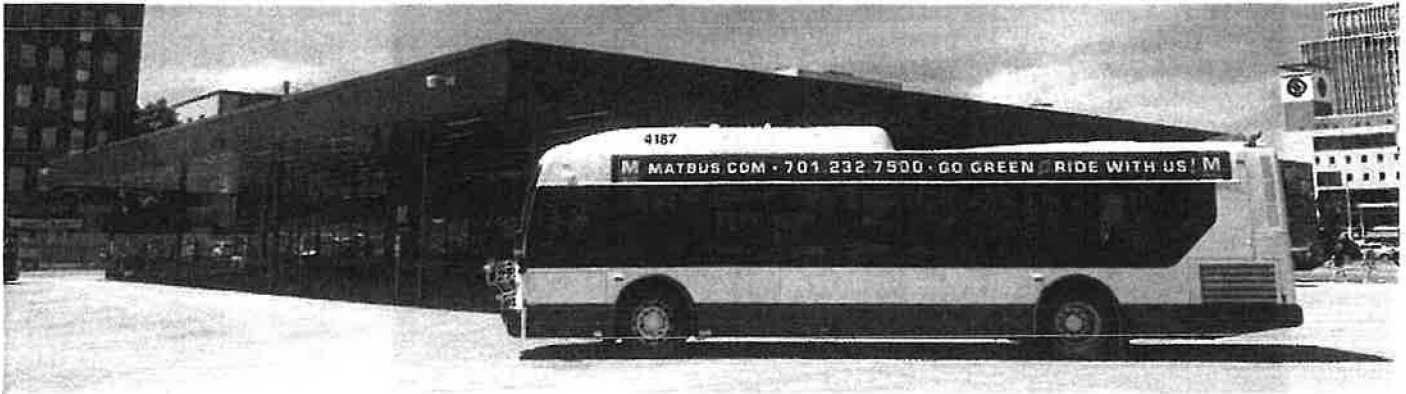


Paratransit vehicle





Far More is Happening Here



Statement of Non-Discrimination

The Cities of Fargo, ND and Moorhead, MN operate MATBUS and provide access to all its programs, services and benefits in compliance with Title VI of the Civil Rights Act of 1964 without regard to race, color national origin, sex (23 U.S.C. 324), age (42 U.S.C. 6101), disability/handicap (29 U.S.C 794), or socioeconomic status (E.O. 12898).

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PUBLIC NOTICE CITY OF FARGO AND CITY OF MOORHEAD POLICY OF TITLE VI NONDISCRIMINATION ON THE BASIS OF RACE, COLOR OR NATIONAL ORIGIN ON FEDERAL TRANSIT ADMINISTRATION PROJECTS

The City of Fargo and the City of Moorhead are recipients of Federal financial assistance from the U.S. Department of Transportation through the Federal Transit Administration (FTA) for transit operating, planning and/or capital projects and is therefore subject to Title VI Civil Rights Requirements.

The following is a summary of said Title VI requirements for non-discrimination on FTA projects receiving this federal assistance.

1. Any person who is, or seeks to be, a patron of any vehicle which is operated as a part of, or in conjunction with, a project shall be given the same access, seating, and other treatment with regard to the use of such vehicle as other persons without regard to their race, color or national origin.
2. No person who is or seeks to be an employee of the project sponsor or lessees, concessionaires, contractors, licensees, or any organization furnishing public transportation service as a part of, or in conjunction with, the project shall be treated less favorably than any other employee or applicant with regard to hiring, dismissal, advancement, wages, or any other conditions and benefits of employment, on the basis of race, color, or national origin.
3. No person or group of persons shall be discriminated against with regard to the routing, scheduling, or quality of transportation service furnished as a part of the project on the basis of race, color, or national origin. Frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes, and location of routes may not be determined on the basis of race, color or national origin.
4. The location of projects requiring land acquisition and the displacement of person from their residences and businesses may not be determined on the basis of race, color, or national origin.

The City of Fargo and the City of Moorhead maintains records and other information and submit compliance reports and assessments regarding Title VI as directed by FTA. This information may be made available to the public upon request. Requests for information regarding City of Fargo and/or City of Moorhead may be requested from Shaun Crowell, MATBUS Mobility Manager, located at 650 23rd St N Fargo, ND 58102 or by phone at (701) 476-5967.

Title VI and ADA Discrimination complaints may be filed with the City of Fargo or the City of Moorhead for resolution by contacting Shaun Crowell, MATBUS Mobility Manager located at 650 23rd St. N. Fargo, ND 58102 or by phone at (701) 476-5967. If the complainant is dissatisfied with the resolution by the City of Fargo or the City of Moorhead, the same complaint may be submitted to FTA or the Secretary of Transportation within 180 calendar days after the date of the alleged discrimination. The Civil Rights Office for FTA is:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Title VI nondiscrimination posters and all Title VI public notices are posted in accessible and conspicuous locations for everyone to see and read.

Title VI, ADA & Discrimination

Title VI, ADA & Discrimination

File	Size	Type
Fargo Discrimination Policy Statement	339.86 KB	PDF
Title VI ADA Discrimination Complaint Form	144.46 KB	PDF

Contact Information

MATBUS Admin Office
650 23rd St N
Fargo, ND 58102

[Get Directions >](#)

701.241.8140

Office Hours

Monday - Friday
7:45 am - 4:30 pm
Except for Legal Holidays

Contact Information

Transdev - Driver Services Contractor
650 23rd St N
Fargo, ND 58102

[Get Directions >](#)

701.241.8171

Office Hours

Monday - Friday
8:00 am - 5:00 pm

Attachment B

TRANSIT TITLE VI, ADA OR DISCRIMINATION COMPLAINT FORM

Instructions: Please fill out this form completely, in black ink or type. If you need any accommodation or assistance in completing this form, please contact the MATBUS Mobility Manager at (701) 241-8140. Sign and return to: MATBUS, 650 23rd St. N., Fargo, ND 58102.

Statement of Non-Discrimination:

The Cities of Fargo, ND and Moorhead, MN operate MATBUS and provide access to all its programs, services and activities in compliance with Title VI of the Civil Rights Act of 1964 without regard to race, color national origin, the Americans with Disabilities Act of 1990 (ADA) (Disability), sex (23 U.S.C. 324), age (42 U.S.C. 6101), or income status (E.O. 12898).

Statement of confidentiality, privacy and protection:

No one may intimidate, threaten, coerce, or engage in other discriminatory conduct against a person because he or she has filed a complaint to secure rights protected by the nondiscrimination provisions of federal law. The identity of complainants must be kept confidential except to the extent necessary to carry out the investigation, hearing or judicial proceeding arising out of the complaint.

Section I – Agency, Department or Facility

Name of agency complaint is against: ☐ City of Fargo ☐ City of Moorhead ☐ First Transit

Section II – Type of Discrimination & Description

I believe the discrimination I experienced was based on (check all that apply):

Title VI of the Civil Rights Act of 1964	Other Non-Discrimination Statutes	
<input type="checkbox"/> Race	<input type="checkbox"/> Sex	<input type="checkbox"/> Disability
<input type="checkbox"/> Color	<input type="checkbox"/> Age	<input type="checkbox"/> Income Status
<input type="checkbox"/> National Origin		

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form or attach a separate sheet of paper.

Section III – Complainant Information

Complainant Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____
Mobile Phone: _____ Email: _____
Preferred method of communication: ☐ Mail ☐ Email ☐ Phone

Section IV – Completed by

Are you filling this complaint out on your own behalf? ☐ Yes ☐ No

If Yes, go to **Section III**

If No, please supply the name and relationship of the person for whom you are complaining:

First and last name of person for whom you are filing: _____

Relationship of the person for whom you are filing: _____

Please explain why you have filed for a third party: _____

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. ☐ Yes ☐ No

Section V - Previous

Have you previously filed a Title VI complaint with this agency? ☐ Yes ☐ No
Have you previously filed an ADA complaint with this agency? ☐ Yes ☐ No
Have you previously filed any other discrimination complaint with this agency? ☐ Yes ☐ No

MATBUS
Title VI, ADA or
Discrimination Complaint
 650 23rd St. N.
 Fargo, ND 58102
 Phone: (701) 241-8140 | Fax: (701) 241-8558

Section VI – Other Agency Filing

Have you filed this complaint with any other Federal, State, or Local agency, or with any Federal or State court?

☐ Yes

☐ No

If **yes**, check all that apply:

☐ Federal Agency: _____ ☐ Federal Court: _____
☐ State Agency: _____ ☐ State Court: _____
☐ Local Agency: _____

Please provide information about a contact person at the agency/court where the complaint was filed.

Contact Name: _____ Contact Title: _____

Agency Name: _____ Phone: _____

Agency Address: _____

Agency City: _____ Agency State: _____ Agency Zip: _____

Section VII – Remedy Sought

State the specific remedy sought to resolve the issue[s]:

You may attach any written or other information that you think is relevant to your complaint.

Signature and date required below.

Signature: _____

Date: _____

I sincerely and truly declare and affirm that the facts contained herein are complete, accurate, and true to the best of my knowledge and belief. Further, I declare and affirm that my statement has been made by me voluntarily without persuasion, coercion, or promise of any kind.

HOW TO MAKE A TITLE VI, ADA OR DISCRIMINATION COMPLAINT

1. If you wish to make a complaint of discrimination regarding any transit programs, services, or activities on the grounds of race, color, national origin; or sex, age, disability or income status by (1) City of Fargo (MATBUS), (2) City of Moorhead (MATBUS), or (3) First Transit (driver contractor):

To obtain a copy of the complaint form:

- a. Call the MATBUS Mobility Manager, Shaun Crowell at (701) 241-8140 to request the form be mailed to you.
 - i. You may request the complaint form in an alternative format such as large print, audio file, alternate language or interpreter service.
 - ii. Upon request, a team member will assist you in filling out the complaint form. The form will require you to identify yourself and give specific details about your complaint.
 - b. Download the form at matbus.com/TitleVI
 - c. Obtain a copy of the form at the Ground Transportation Center (GTC), 502 NP Ave, Fargo ND, 58102.
2. Return the completed complaint form to:

MATBUS
Shaun Crowell
Title VI & ADA Coordinator /
Mobility Manager
650 23rd St. N.
Fargo, ND 58102

3. Complaints must be filed within 180 calendar days of the date of the alleged discrimination. The filing date of the complaint is the earlier of:
 - a. The postmark of the complaint, or
 - b. The date the complaint is received by any agency authorized to receive complaints.
 - c. Failure to return the complaint form within 180 days of complaint will result in the complaint being administratively closed.
4. We will notify you by your preferred method of communication we have received your completed complaint form and will begin our investigation process within 10 business days. Our investigation may take up to 90 days to be completed for Title VI complaints. Investigations may take up to 30 days for ADA complaints. We may contact you throughout the investigation if we need additional information or have follow up questions. Once the investigation is completed, we will notify you in writing of our determination.
 - a. If it is determined the investigation may take longer than 90 days for Title VI complaints, or 30 days for ADA complaints, you will be notified in writing.

Discrimination Complaint Procedure

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of Fargo MATBUS, City of Moorhead MATBUS, or First Transit may file a discrimination complaint by completing and submitting the agency's Transit Title VI, ADA or Discrimination Complaint Form. The City of Fargo MATBUS, City of Moorhead MATBUS, and First Transit investigates complaints received no more than 180 days after the alleged incident. The City of Fargo MATBUS, City of Moorhead MATBUS, or First Transit will process complaints that are complete.

Once the complaint is received, the City of Fargo MATBUS, City of Moorhead MATBUS, or First Transit will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office within 10 business days.

The City of Fargo MATBUS, City of Moorhead MATBUS, or First Transit has 90 days to investigate Title VI complaints or 30 days for ADA complaints. If more information is needed to resolve the case, the Authority may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Authority can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a discrimination violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

MATBUS
Title VI, ADA or
Discrimination Complaint
650 23rd St. N.
Fargo, ND 58102
Phone: (701) 241-8140 | Fax: (701) 241-8558

Any person who believes they have been subjected to discrimination as prohibited by Title VI, ADA, or other forms of discrimination may file a written complaint with any of the following other agencies authorized to receive and process complaints listed below. The complaint must be filed in writing no later than 180 days after the date of the alleged discrimination, unless the time for filing is extended by the Secretary, U.S. Department of Transportation.

Other Agencies Authorized to Receive and Process Complaints

North Dakota Department of Transportation

Civil Rights Division
608 E. Boulevard Ave.
Bismarck, ND 58507-0700
Phone: (701) 328-2576
Fax: (701) 328-0343
TTY: 711 or (800) 366-6888
E-mail: civilrights@nd.gov

City of Fargo

ADA Coordinator
Buildings and Grounds
200 3rd St N
Fargo, ND 58102
E-Mail: B&Gdept@cityoffargo.com
Phone: (701) 241-1480

City of Moorhead

Human Resources Director
500 Center Ave
Moorhead, MN 56560
E-Mail: humanresources@ci.moorhead.mn.us
Phone: (218) 299-5179

United States Department of Transportation (USDOT)

Office of Civil Rights
1200 New Jersey Avenue, SE
Washington, DC 20590
Phone: (202) 366-4649
Fax: (202) 366-5575
TTY: (202) 366-9696

USDOJ - Race, Color, National Origin Complaints

Federal Coordination and Compliance Section
NWB
Civil Rights Division
U.S. Department of Justice (USDOJ)
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
Phone: (888) 848-5306 (English and Spanish)
(202) 307-2222 (voice)
(202) 307-2678 (TDD)
E-mail: None published

USDOJ - ADA Complaints

US Department of Justice (USDOJ)
950 Pennsylvania Avenue, NW
Civil Rights Division
Disability Rights Section 1425 NYAV
Washington, DC 20530
Fax: (202) 307-1197
E-mail: ADA.complaint@usdoj.gov
ADA Information Line: (800) 514-0301(voice) or
(800) 514-0383 (TTY)
Main Section Telephone Number:
(202) 307-0663 (voice and TTY)

Minnesota DOT

Title VI Coordinator
Office of Civil Rights
395 John Ireland Blvd.
St. Paul, MN 55155
Phone: (651) 366-3322
E-Mail: Jonica.Carr@state.mn.us

CINWAANKA VI EE MAAREYNTA GAADIIDKA DADWEYNAHA, ADA AMA FOOMKA CABASHADA TAKOORKA

Tiimaamaha: Fadlan si buuxda ugu dhameystir foomkan, khad madow ah ama kombiyuutar ku qor. Haddii aad u baahan tahay hoy-yeeyn ama caawimo ku aadan buuxinta foomkan, fadlan kala xidhiidh Maareeyaha Dhaqdhaqaaqa MATBUS lanbarka (701) 241-8140. Saxiix oona ku soo celi: MATBUS, 650 23rd St. N., Fargo, ND 58102.

Bayaanka Takoorka La'aanta:

Magaalooyinka Fargo, ND iyo Moorhead, MN waxay ku shaqeeyaan MATBUS waxayna bixiyaan marin u helka dhammaan barnaamijyadooda, adeegyadooda iyo hawlhooda si waafaqsan Ciwaanka VI ee Xeerka Xuquuqda Madaniga ah ee 1964 iyadoon loo eegin isirka, midabka asal qaranka, Xeerka Naafada Dadyowga Maraykanka ee 1990 (ADA) (Naafo), jinsiga (23 U.S.C. 324), da'da (42 U.S.C. 6101), ama xaalka dakhliga (E.O. 12898).

Bayaanka garsoodinimada, asturnaanta iyo ilaalinta:

Qofna ma handadi karo, cabsi gelin karo, ku qasbi karo, ama kula falgali karo fal kale oo takoorid ah qof sabab ah in isaga ama iyada uu gudbiyay ama ay gudbisay ashtako si loo sugo xuquuqaha ay ilaalinayaan qodobada takoor la'aanta ee sharciga federaalka.

Aqoonsiga dacwoodayaasha waa in lagu xafidaa si sir ahaan ah marka laga reebo ilaa xadka lagama maarmaanka u ah in la fuliyo baaritaanka, dacwad dhageysiga ama dacwadda garsoorka ee ka dhalata cabashada.

Qeybta I – Hay'adda, Waaxda ama Xarunta

Magaca cabashada wakaaladu waxa uu ☐ Magaalada Fargo ☐ Magaalada Moorhead ☐ First Transit ka dhan yahay:

Qeybta II – Nooca Takoorka & Sharaxaada

Waxaan aaminsanahay in takoorka aan la kulmay uu ku saleysnaa (calaamadee dhammaan inta ku dabaqda):

Ciwaanka VI ee Xeerka Xuquuqda Madaniga ee 1964	Xeer-hoosaadyada Kale ee Takoorka La'aanta
<input type="checkbox"/> Sinjiyadda	<input type="checkbox"/> Jinsiga <input type="checkbox"/> Naafonimada
<input type="checkbox"/> Midabka	<input type="checkbox"/> Da'ada <input type="checkbox"/> Xaalada Dakhli
<input type="checkbox"/> Asalka Qaran	

Taariikhda Ay Dhacday Takoorka La Tuhunsan Yahay (Bisha, Maalinta, Sannadka): _____

U sharax sida ugu qeexan/cad inta suurtagalka ah waxa dhacay iyo sababta aad u aaminsantahay in lagu takooray. Sharax dhammaan dadka ku lug lahaa. Ku dar magaca iyo macluumaadka qofka (dadka) kugula kacay falka takoorka (haddii aad garaneyso) iyo sidoo kale magacyada iyo macluumaadka xiriirka ee wixii markhaati kasta ah oo joogay. Haddii goob wax qoris dheeraad ah aad u baahato, fadlan isticmaal gadaasha foomkan ama ku soo lifaaq xaashi gooni ah.

Qeybta III – Macluumaadka Cabashoodaha/Dacwoodaha

Magaca Cabashoodaha: _____

Ciwaanka Wadada: _____

Magaalada: _____ Gobolka: _____ Zip-ka: _____

Taleefonka Guriga: _____ Taleefonka Shaqada: _____

Taleefonka Gacanta: _____ Iimaylka: _____

Habka xidhiidheed ee aad doorbido: ☐ Boosto ☐ Iimayl ☐ Taleefon

Qeybta IV – Waxaa bogay

Ma waxaad cabashadan ku buuxinaysaa adigoo ku hadlaaya ☐ Haa ☐ Maya
 magacaaga?

Haddey haa tahay, aad Qeybta III

Haddey maya tahay, fadlan keen magaca iyo xidhiidhka kaala dhexeeya qofka aad u cabanayso:

Magaca hore iyo kan u danbeeya ee qofka aad u xareeneysa cabashada: _____

Xiriirka kaala dhexeeya qofka aad u xareeneysa cabashada: _____

Fadlan sharax sababta aad ugu xarayneyso qolo saddexaad: _____

Fadlan xaqiiji inaad ogolansho ka heshay dhinaca ☐ Haa ☐ Maya
 dhibbanaha haddii aad u xareeneysa cabashada adigoo
 ku hadlaya magaca qolo saddexaad.

Qeybta V - Hore

Horay ma ugu gudbisay cabashada Cinwaanka VI hay'addan? ☐ Haa ☐ Maya

Horay ma ugu gudbisay cabashada ADA hay'addan? ☐ Haa ☐ Maya

Horay ma ugu gudbisay cabashada takoor kale oo kasta hay'addan? ☐ Haa ☐ Maya

Qeybta VI – Ka Xareynta Hay'adda Kale

Ma ugu gudbisay cabashadan hay'ad kale oo Federaal, Gobol, ama wakaalad Maxali ah, ama maxkamad Federaal ah oo ka tirsan Gobolka?

☐ Haa

☐ Maya

Haddey haa tahay, calaamadi dhamaan inta ku dabaqmata:

☐ Wakaaladda Federaalka: _____ ☐ Maxkamadda Federaalka: _____

☐ Wakaaladda Gobolka: _____ ☐ Maxkamadda Gobolka: _____

☐ Hay'ad Maxalli ah: _____

Fadlan bixi macluumaadka ku saabsan qofka lala xidhiidhayo ee jooga wakaaladda/maxkamadda meesha cabashada laga soo xaree yay.

Magaca Qofka Lala Xidhiidhayo: _____ Jeegada Qofka Lala Xidhiidhayo: _____

Magaca Wakaaladda: _____ Telefoonka: _____

Cinwaanka Wakaaladda: _____

Magaalada Wakaaladda: _____ Wakaaladda Gobolka: _____ Zip-ka Wakaal: _____

Qeybta VII – Xalka La Raadsatay

Sheeg xalka gaarka ah ee la raadsanayay in lagu xalliyo arrinta (ma):

Waxaad ku soo lifaaqi kartaa macluumaad kasta oo qoran ama kale oo aad u malaynayso inay khusayso cabashadaada.

Saxiixa iyo taariikhda ayaa hoos looga baahan yahay.

Saxiixa: _____

Taariiqda: _____

Waxaan si daacad ah oo run ah u caddaynayaa oo aan xaqiijinayaa in xaqiiqooyinka halkan ku jira ay yihiin kuwo dhammaystiran, sax ah, oo run ah inta aqoontayda iyo rumaysteyda ah. Intaa waxaa dheer, waxaan caddaynayaa oo aan xaqiijinayaa in hadalkayga uu si mutadawacnimo ah u sameeyay iyada oo aan la i qalqaalinin, la i qasbin, ama ballan nooc kasta ah la ii sameeyay.

SIDA LOO SAMEEYO CINWAANKA VI, ADA AMA CABASHADA TAKOORKA

1. Haddii aad rabto inaad samayso cabasho takoor ah oo ku saabsan barnaamij kasta oo dhex ku nagaansho safar ah, adeegyo, ama hawlo takooradaas oo ku salaysan sinsiyadda, midabka, asalka qaran; ama jinsiga, da'da, naafanimada ama heerka dakhliga (1) Magaalada Fargo (MATBUS), (2) Magaalada Moorhead (MATBUS), ama (3) First Transit (qandaraaslaha darawalka):

Si aad u hesho koobiga foomka cabashada:

- a. Ka wac Maareeyaha Dhaqdhaqaaqa MATBUS, Shaun Crowell lambarka (701) 241-8140 si aad u codsato in foomka lagu soo diro.
 - i. Waxaad ku codsan kartaa foomka cabashada oo ah qaab kale sida far weyn, fayl maqal ah, luqad kale ama adeegga turjubaanka.
 - ii. Marka la codsado, xubin kooxeed ayaa kaa caawin doona buuxinta foomka cabashada. Foomku waxa uu kaaga baahan doonaa in aad cadeeyso/magac-dhawdo naftaada oo aad faahfaahin gaar ah ka bixiso cabashadaada.
- b. Kala soo deg foomka barta matbus.com/TitleVI
- c. Ka hel nuqulka foomka Ground Transportation Center (GTC), 502 NP Ave, Fargo ND, 58102.

2. Ku soo celi foomka cabashada oo dhammaystiran:

MATBUS
Shaun Crowell
Title VI & ADA Coordinator /
Mobility Manager
650 23rd St. N.
Fargo, ND 58102

3. Cabashooyinka waa in lagu xereeyaa 180 maalmood gudahooda laga bilaabo taariikhda takoorka la tuhun sanyahay uu dhacay. Taariikhda xereynta cabashada waa horaanta:
 - a. Calaamadda boostada ee cabashada, ama
 - b. Taariikhda ay cabashada heshay wakaalad kasta oo loo idmaday inay hesho cabashooyinka.
 - c. Ku guuldareysiga in lagu soo celiyo foomka cabashada 180 maalmood gudahooda waxay keeni doontaa cabashada in maamul ahaan loo xiro.
4. Waxa aanu kugu ogaysiin doonaa habka aad door bidayso ee wada-xidhiidhitaaneed in aanu helnay foomkaagii cabashada oo dhammaystiran waxana aanu bilaabi doonaa habkayaga baadhitaanka 10 maalmood oo shaqo gudahood. Baaritaankayaga wuxuu qaadan karaa ilaa 90 maalmood in lagu dhammeeyo cabashooyinka Cinwaanka VI. Baaritaanadu waxay ku qaadan karaan ilaa 30 maalmood cabashooyinka ADA. Waxaa laga yaabaa inaan kula soo xiriirno inta uu socdo baaritaanka haddii aan u baahanahay macluumaad dheeri ah ama aan

qabno su'aalo dabagal ah. Marka baaritaanka la dhameeyo, waxaan qoraal kugu ogeysiin doonaa go'aankayaga.

- a. Haddii la go'aamiyo in baaritaanku uu ku qaadan karo wax ka badan 90 maalmood cabashooyinka Cinwaanka VI, ama 30 maalmood cabashooyinka ADA, waxaa lagugu ogeysiin doonaa qoraal.

Habraaca Cabashada Takoorka

Qof kasta oo aaminsan in iyada ama isaga ay u takoortay si ku saleysan isirka, midabka, ama asalka qaran MATBUS-ka magaalada Fargo, MATBUS-ka magaalada Moorhead, ama First Transit waxay xeraysan karaan cabasho takooris iyagoo buuxinaya soona gudbinaya Cinwaanka VI ee wakaaladda Transit-ka, ADA ama Foomka Cabashada ee Takoorka. MATBUS-ka Magaalada Fargo, MATBUS-ka Magaalada Moorhead, iyo First Transit ayaa baaritaan ku sameeya cabashooyinka la helay wax aan ka badneyn 180 maalmood ka dib dhacitaanka fal takoorka la tuhunsan yahay. MATBUS-ka Magaalada Fargo, MATBUS-ka Magaalada Moorhead, ama First Transit waxay ka habeyn doonaan cabashooyinka dhamaystiran.

Marka cabashada la helo, MATBUS-ka Magaalada Fargo, MATBUS-ka Magaalada Moorhead, ama First Transit ayaa dib u eegi doonta si loo go'aamiyo in xafiiskayagu leeyahay awood xukmitaan. Qofka dacwoonaya/cabanaya waxa uu heli doonaa warqad qirasho ah oo u sheegaysa iyada/isaga in cabashada uu baari doono xafiiskayaga 10 maalmood oo shaqo gudahood.

MATBUS-ka Magaalada Fargo, MATBUS-ka Magaalada Moorhead, ama First Transit waxay haysataa 90 maalmood si ay u baarto cabashooyinka Cinwaanka VI ama 30 maalmood cabashooyinka ADA. Haddii macluumaad dheeraad ah loo baahdo si kiiska loo xalliyo, Maamulka ayaa laga yaabaa iney la xidhiidhaan cabashoodaha. Cabashooduhu waxa uu haysataa 10 maalmood oo shaqo laga bilaabo taariikhda warqadda la soo saaray si uu ugu diro macluumaadka la codsaday baaraha loo xilsaaray kiiska. Haddii cabashooduhu uusan la soo xidhiidhin baaraha ama aanu ku helin macluumaadka dheeraadka ah 10 maalmood oo shaqo gudahood, Maamulka ayaa si maamul ahaan u xidhi kara kiiska. Kiis ayaa maamul ahaan loo xidhi karaa haddii dacwooduhu aanu doonayn inuu sii wado kiiskooda.

Kadib marka uu baaruhu dib u eego cabashada, iyada/isagu waxay u soo saari doonaan mid ka mid ah labada warqadood cabashoodaha: warqad xidhiitaan ama warqad wax soo ogaanshaha (a letter of finding, LOF). Warqadda xiritaanka ah ayaa soo koobeysa eedeymaha oo ayna qeexaysaa in aysan jirin xadgudub takoor ah oona kiiska la xiraayo. LOF waxa ay soo koobaysaa eedaymaha iyo waraysiyada ku saabsan dhacdada la tuhunsan yahay, oo waxay sharraxaysaa haddii tallaabo anshaxeed, tababar dheeraad ah oo xubin shaqaale ah, ama tallaabo kale dhici doonto. Haddi uu cabashooduhu rabo inuu rafcaan ka qaato go'aanka, iyada/isagu waxay haystaan 30 maalmood ka dib taariikhda warqadda ama LOF inay sidaas sameeyaan.

Qofku sidoo kale wuxuu si toos ah ugu gudbin karaa ashtako Maamulka Maareynta Gaadiid-raaca Dadweynaha ee Federaalka, Xafiiska FTA ee Xuquuqda Madaniga, 1200 New Jersey Avenue SE, Washington, DC 20590.

Qof kasta oo aaminsan in lagu sameeyay takoorid sida ay mamnuucday Ciwaanka VI, ADA, ama noocyada kale ee takoorka waxay u gudbin karaan cabasho qoraal ah mid ka mid ah wakaaladaha kale ee soo socda ee loo idmay inay helaan oo ay habeeyaan cabashooyinka hoos ku taxan. Cabashada waa in lagu xereeyaa qoraal ahaan ugu dambayn 180 maalmood ka dib taariikhda dhicitaanka takoorka la tuhunsan yahay, hadii aysan ahayn in wakhtiga xaraynta uu kordhiyay Xoghayaha, Waaxda Gaadiid-raaca ee Maraykanka.

Wakaaladaha Kale Ee Loo Idmay Inay Helaan Oo Ayna Habeeyaan Cabashooyinka

Waaxda Gaadiidka ee Waqooyiga Dakota

Qeybta Xuquuqda Madaniga
608 E. Boulevard Ave.
Bismarck, ND 58507-0700
Telefoonka: (701) 328-2576
Fakiska: (701) 328-0343
TTY: 711 ama (800) 366-6888
limaylka: civilrights@nd.gov

Magaalada Fargo

Isku-duwaha ADA
Dhismooyinka iyo Garoomadda
200 3rd St N
Fargo, ND 58102
limaylka: B&Gdept@cityoffargo.com
Telefoonka: (701) 241-1480

Magaalada Moorhead

Agaasimaha Kheyraadka Aadanaha
500 Center Ave
Moorhead, MN 56560
limaylka: humanresources@ci.moorhead.mn.us
Telefoonka: (218) 299-5179

Waaxda Gaadiidka ee Maraykanka (USDOT)

Xafiiska Xuquuqda Madaniga
1200 New Jersey Avenue, SE
Washington, DC 20590
Telefoonka: (202) 366-4649
Fakiska: (202) 366-5575
TTY: (202) 366-9696

USDOJ - Sinjiyadda, Midabka, Asalka Qaranka Cabashooyinka

Qaybta Isku-duwidda iyo U Hogaansanaanta ee Federaalka
NWB
Qeybta Xuquuqda Madaniga
Waaxda Caddaaladda ee Maraykanka (USDOJ)
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
Telefoonka: (888) 848-5306 (ku baxa Ingiriisi iyo Isbaanish)
(202) 307-2222 (cod)
(202) 307-2678 (TDD)
limaylka: Midna lama daabicin

Cabashooyinka USDOJ - ADA

Waaxda Caddaaladda ee Maraykanka (USDOJ)
950 Pennsylvania Avenue, NW
Qeybta Xuquuqda Madaniga
Qeybta Xuquuqda Naafonimada 1425 NYAV
Washington, DC 20530
Fakiska: (202) 307-1197
limaylka: ADA.complaint@usdoj.gov
Khadka Macluumaadka ee ADA: (800) 514-0301(cod) ama
(800) 514-0383 (TTY)
Lanbarka Taleefonka ee Qeybta Guud:
(202) 307-0663 (cod iyo TTY)

Minnesota DOT

Isku-duwaha Cinwaanka VI
Xafiiska Xuquuqda Madaniga
395 John Ireland Blvd.
St. Paul, MN 55155
Telefoonka: (651) 366-3322
limaylka: Jonica.Carr@state.mn.us

TÍTULO VI DE TRÁNSITO, ADA O FORMULARIO DE QUEJA POR DISCRIMINACIÓN

Instrucciones: Complete este formulario en su totalidad, con tinta negra o a máquina. Si necesita alguna adaptación o ayuda para completar este formulario, comuníquese con el Gerente de Movilidad de MATBUS al (701) 241-8140. Firme y devuelva a: MATBUS, 650 23rd St. N., Fargo, ND 58102.

Declaración de No Discriminación:

Las ciudades de Fargo, ND y Moorhead, MN operan MATBUS y brindan acceso a todos sus programas, servicios y actividades de conformidad con el Título VI de la Ley de Derechos Civiles de 1964 sin distinción de raza, color, origen nacional, Ley de Estadounidenses con Discapacidades de 1990 (Americans with Disabilities Act, ADA) (Discapacidad), sexo (23 U.S.C. 324), edad (42 U.S.C. 6101), o estado de ingresos (E.O. 12898).

Declaración de confidencialidad, privacidad y protección:

Nadie puede intimidar, amenazar, coaccionar o participar en otra conducta discriminatoria contra una persona porque ha presentado una queja para garantizar derechos protegidos por las disposiciones de no discriminación de la ley federal.

La identidad de los denunciantes debe mantenerse confidencial excepto en la medida necesaria para llevar a cabo la investigación, audiencia o procedimiento judicial que surja de la queja.

Sección I: agencia, departamento o instalación

Nombre de la agencia en la que la queja está en contra: ☐ Ciudad de Fargo ☐ Ciudad de Moorhead ☐ First Transit

Sección II: tipo de discriminación y descripción

Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda):

Título VI de la Ley de Derechos Civiles de 1964	Otros estatutos contra la discriminación	
<input type="checkbox"/> Raza	<input type="checkbox"/> Sexo	<input type="checkbox"/> Discapacidad
<input type="checkbox"/> Color	<input type="checkbox"/> Edad	<input type="checkbox"/> Estado de ingresos
<input type="checkbox"/> Origen nacional		

Fecha de la presunta discriminación (día, mes, año): _____

Explique lo más claramente posible qué sucedió y por qué cree que fue discriminado. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de las personas que lo discriminaron (si las conoce), así como los nombres y la información de contacto de los testigos. Si necesita más espacio, utilice el reverso de este formulario o adjunte una hoja aparte.

Sección III: información del denunciante

Nombre del denunciante: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Teléfono fijo: _____ Teléfono del trabajo: _____

Teléfono móvil: _____ Correo electrónico: _____

Método de comunicación de su preferencia: ☐ Correo ☐ Correo electrónico ☐ Teléfono**Sección IV: completada por**¿Está completando esta queja en su propio nombre? ☐ Sí ☐ No**En caso afirmativo, vaya a la Sección III****En caso negativo, proporcione el nombre y la relación de la persona por quien presenta la queja:**

Nombre y apellido de la persona por quien presenta la declaración: _____

Relación de la persona por quien presenta la declaración: _____

Explique por qué ha presentado una solicitud en nombre de un tercero: _____

Confirme que ha obtenido el permiso de la parte agraviada si presenta la declaración en nombre de un tercero. ☐ Sí ☐ No**Sección V: anterior**¿Ha presentado anteriormente una queja del Título VI ante esta agencia? ☐ Sí ☐ No¿Ha presentado anteriormente una queja ADA ante esta agencia? ☐ Sí ☐ No¿Ha presentado anteriormente alguna otra queja por discriminación ante esta agencia? ☐ Sí ☐ No

Sección VI: presentación de otra agencia

¿Ha presentado esta queja en alguna otra agencia gubernamental federal, estatal o local, o en un tribunal federal o estatal?

☐ Sí

☐ No

En caso afirmativo, marque todas las opciones que correspondan:

☐ Agencia federal: _____

☐ Tribunal federal: _____

☐ Agencia estatal: _____

☐ Tribunal estatal: _____

☐ Agencia local: _____

Proporcione información sobre una persona de contacto en la agencia/tribunal donde se presentó la denuncia.

Nombre del contacto: _____

Título del contacto: _____

Nombre de la agencia: _____

Teléfono: _____

Dirección de la agencia: _____

Ciudad de la agencia: _____ Estado de la agencia: _____

Código postal de la agencia: _____

Sección VII: reparación solicitada

Indique la reparación específica que se busca para resolver el(los) problema(s):

Puede adjuntar cualquier información escrita o de otro tipo que considere relevante para su queja.

Se requiere firma y fecha a continuación.

Firma: _____

Fecha: _____

Declaro y afirmo sincera y verdaderamente que los hechos contenidos en este documento son completos, precisos y verdaderos a mi leal saber y entender. Además, declaro y afirmo que mi declaración ha sido hecha por mí voluntariamente sin persuasión, coacción o promesa de ningún tipo.

CÓMO PRESENTAR UNA QUEJA POR TÍTULO VI, ADA O DISCRIMINACIÓN

1. Si desea presentar una queja por discriminación con respecto a cualquier programa, servicio o actividad de tránsito por motivos de raza, color u origen nacional; o sexo, edad, discapacidad o estado de ingresos por (1) la Ciudad de Fargo (MATBUS), (2) la Ciudad de Moorhead (MATBUS) o (3) First Transit (contratista de conductores):

Para obtener una copia del formulario de queja:

- a. Llame al gerente de Movilidad de MATBUS, Shaun Crowell, al (701) 241-8140 para solicitar que le envíen el formulario por correo.
 - i. Puede solicitar el formulario de queja en un formato alternativo, como letra grande, archivo de audio, idioma alternativo o servicio de intérprete.
 - ii. Si lo solicita, un miembro del equipo lo ayudará a completar el formulario de queja. El formulario requerirá que se identifique y brinde detalles específicos sobre su queja.
- b. Descargue el formulario en matbus.com/TitleVI
- c. Obtenga una copia del formulario en Ground Transportation Center (GTC), 502 NP Ave, Fargo ND, 58102.

2. Devuelva el formulario de queja completo a:

MATBUS
Shaun Crowell
Title VI & ADA Coordinator /
Mobility Manager
650 23rd St. N.
Fargo, ND 58102

3. Las quejas deben presentarse en el plazo de los 180 días calendario a partir de la fecha de la presunta discriminación. La fecha de presentación de la queja es la primera de:
 - a. El matasellos de la queja, o
 - b. La fecha en que la queja es recibida por cualquier agencia autorizada para recibir quejas.
 - c. Si no se devuelve el formulario de queja en el plazo de los 180 días posteriores a la queja, la queja se cerrará administrativamente.
4. Le notificaremos mediante su método de comunicación preferido que hemos recibido su formulario de queja completo y comenzaremos nuestro proceso de investigación en el plazo de los 10 días hábiles. Nuestra investigación puede tardar hasta 90 días en completarse para quejas del Título VI. Las investigaciones pueden demorar hasta 30 días para las quejas de la ADA. Podemos comunicarnos con usted durante la investigación si necesitamos información adicional o si tenemos preguntas de seguimiento. Una vez que se complete la investigación, le notificaremos por escrito nuestra determinación.
 - a. Si se determina que la investigación puede tardar más de 90 días para las quejas del Título VI, o 30 días para las quejas de la ADA, se le notificará por escrito.

Procedimiento de quejas por discriminación

Cualquier persona que crea que ha sido discriminada por motivos de raza, color u origen nacional por parte de la Ciudad de Fargo MATBUS, la Ciudad de Moorhead MATBUS o First Transit puede presentar una queja por discriminación completando y enviando el Título VI de Tránsito, ADA o Formulario de Queja por Discriminación de la agencia. La ciudad de Fargo MATBUS, la ciudad de Moorhead MATBUS y First Transit investigan las quejas recibidas durante no más de 180 días después del presunto incidente. MATBUS de la Ciudad de Fargo, MATBUS de la Ciudad de Moorhead o First Transit procesarán las quejas que estén completas.

Una vez recibida la queja, MATBUS de la Ciudad de Fargo, MATBUS de la Ciudad de Moorhead o First Transit la revisarán para determinar si nuestra oficina tiene jurisdicción. El denunciante recibirá una carta de acuse de recibo informándole si nuestra oficina investigará la queja en el plazo de los 10 días hábiles.

La MATBUS de la Ciudad de Fargo, MATBUS de la Ciudad de Moorhead o First Transit tienen 90 días para investigar quejas del Título VI o 30 días para quejas de ADA. Si se necesita más información para resolver el caso, la Autoridad podrá contactar al denunciante. El denunciante tiene 10 días hábiles a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso. Si el denunciante no se comunica con el investigador o no recibe la información adicional en el plazo de los 10 días hábiles, la Autoridad puede cerrar el caso administrativamente. Un caso también puede cerrarse administrativamente si el denunciante ya no desea continuar con su caso.

Después de que el investigador revise la queja, enviará una de dos cartas al denunciante: una carta de cierre o una carta de determinación (Letter Of Finding, LOF). Una carta de cierre resume las acusaciones y establece que no hubo una violación de discriminación y que el caso se cerrará. Una LOF resume las acusaciones y las entrevistas sobre el presunto incidente y explica si se tomará alguna medida disciplinaria, capacitación adicional del miembro del personal u otra acción. Si el denunciante desea apelar la decisión, tiene 30 días después de la fecha de la carta o de la LOF para hacerlo.

Una persona también puede presentar una queja directamente ante la Administración Federal de Tránsito, en la Oficina de Derechos Civiles de la FTA, 1200 New Jersey Avenue SE, Washington, DC 20590.

Cualquier persona que crea que ha sido sometida a discriminación prohibida por el Título VI, ADA u otras formas de discriminación puede presentar una queja por escrito ante cualquiera de las siguientes agencias autorizadas para recibir y procesar quejas que se enumeran a continuación. La queja debe presentarse por escrito a más tardar 180 días después de la fecha de la presunta discriminación, a menos que el secretario del Departamento de Transporte de EE. UU. extienda el tiempo para la presentación.

Otras agencias autorizadas para recibir y procesar quejas

Departamento de Transporte de Dakota del Norte

División de Derechos Civiles
608 E. Boulevard Ave.
Bismarck, ND 58507-0700
Teléfono: (701) 328-2576
Fax: (701) 328-0343
TTY: 711 o (800) 366-6888
Correo electrónico: civilrights@nd.gov

Ciudad de Fargo

Coordinador de ADA
Edificios y terrenos
200 3rd St N
Fargo, ND 58102
Correo electrónico: B&Gdept@cityoffargo.com
Teléfono: (701) 241-1480

Ciudad de Moorhead

Director de Recursos Humanos
500 Center Ave
Moorhead, MN 56560
Correo electrónico:
humanresources@ci.moorhead.mn.us
Teléfono: (218) 299-5179

Departamento de Transporte de Estados Unidos (USDOT)

Oficina de Derechos Civiles
1200 New Jersey Avenue, SE
Washington, DC 20590
Teléfono: (202) 366-4649
Fax: (202) 366-5575
TTY: (202) 366-9696

USDOJ: Raza, Color, Origen Nacional Quejas

Sección de Coordinación y Cumplimiento Federal
NWB
División de Derechos Civiles
Departamento de Justicia de EE. UU. (USDOJ)
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
Teléfono: (888) 848-5306 (inglés y español)
(202) 307-2222 (voz)
(202) 307-2678 (TDD)
Correo electrónico: Ninguno publicado

USDOJ: Quejas ADA

Departamento de Justicia de EE. UU. (USDOJ)
950 Pennsylvania Avenue, NW
División de Derechos Civiles
Sección de Derechos de Personas Discapacitadas
1425 NYAV
Washington, DC 20530
Fax: (202) 307-1197
Correo electrónico: ADA.complaint@usdoj.gov
Línea de información de ADA: (800) 514-0301(voz) o
(800) 514-0383 (TTY)
Número de teléfono de la sección principal:
(202) 307-0663 (voz y TTY)

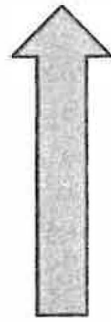
Minnesota DOT

Coordinador del Título VI
Oficina de Derechos Civiles
395 John Ireland Blvd.
St. Paul, MN 55155
Teléfono: (651) 366-3322
Correo electrónico: Jonica.Carr@state.mn.us

Title VI / ADA Training

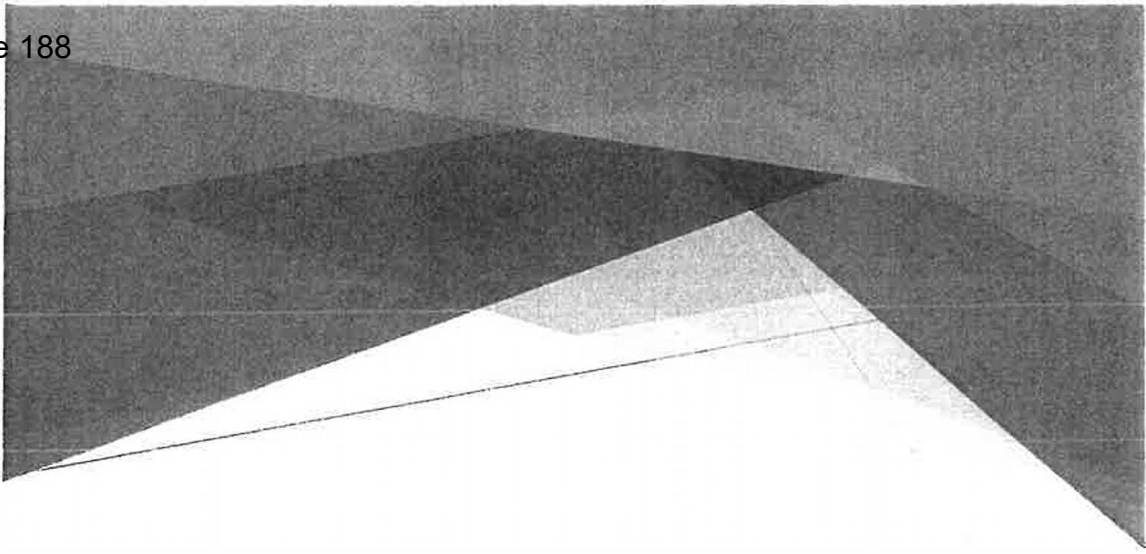
Presented by Shaun Crowell, Mobility Manager

One Simple Concept...



Civil Rights
Obligations

Whenever Federal funds are involved, there are civil rights requirements that follow

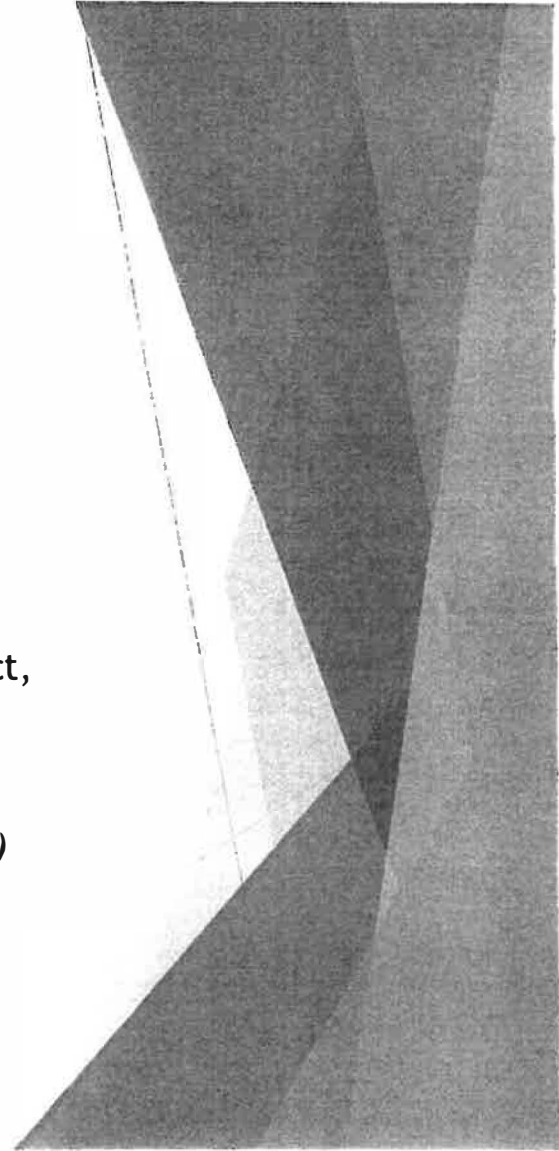


Title VI



Title VI, Civil Rights Act of 1964

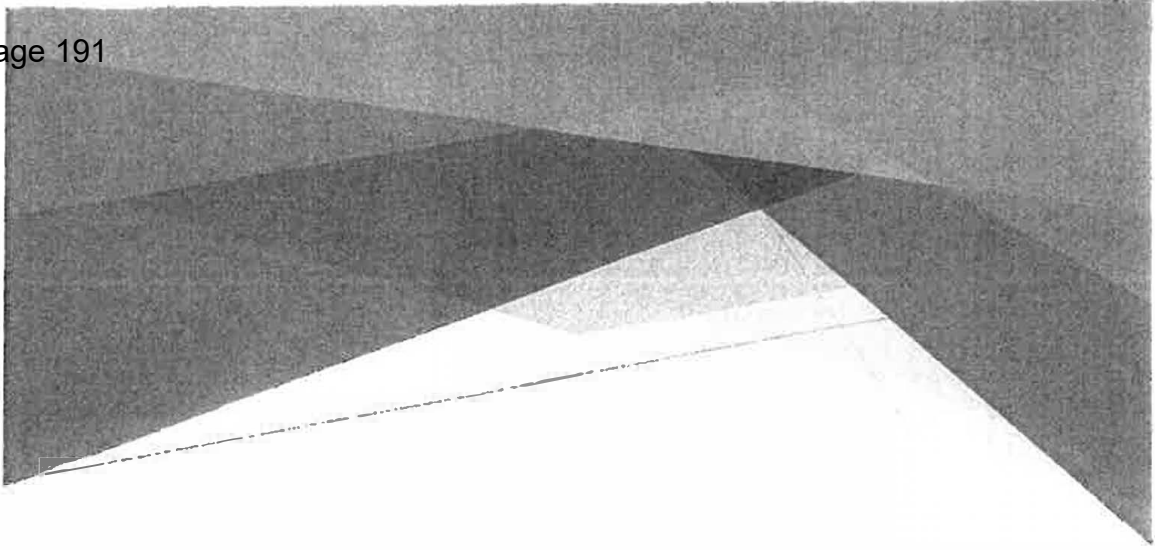
- No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any *program or activity* receiving Federal financial assistance.”
- In 1963, President John F. Kennedy stated his case for making the Civil Rights Act, including Title VI, a reality.
- *“Simple justice requires that public funds, to which all taxpayers of all races, (colors, and national origins) contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial (color or national origin) discrimination.”*



Key Aspects of Title VI

- **To Whom does this apply?**
- Title VI is a Federal law that applies to recipients and subrecipients of Federal financial assistance (e.g., States, local governments, transit providers), and not to the U.S. Department of Transportation (DOT) itself.
- Under Title VI, DOT has the responsibility to provide oversight of recipients and to enforce their compliance with Title VI, to ensure that recipients do not use DOT funds to subsidize discrimination based on race, color, or national origin.
- All recipients of FTA funds are required to have a Title VI program on file with the FTA
- **Title VI prohibits retaliation if someone files a complaint.**
- Retaliation is an action taken against somebody because they have either taken action or participated in an action or attempt to secure their rights.

Disparate Impact



Disparate Impact

- ✦ Sometimes there may be a disparate impact from a policy, but it won't be clear whether that result was intentional or not.
- ✦ For example, when a local department of transportation buys 20 buses and uses almost all of them in the nonminority side of town and places the old buses in the minority side of town. This might violate Title VI, as either intentional discrimination or because it results from a neutral policy that has an unjustified adverse effect.
- ✦ If there is no substantial reason for the action, and federal assistance is involved. There may be a Title VI violation.



Limited English Proficiency (LEP)

Limited English Proficiency (LEP)

- A **Limited English** Proficient (LEP) person has a first language other than English and a limited ability to read, speak, or understand English.
- Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, rights, programs, information and services.
- National-origin discrimination may include discrimination based on an individual's country of birth, ancestry, or accent. It can also occur as a result of a person's inability to speak English.

The matbus.com website can be translated by using google translate.

M
matbus
Fargo-Moorhead metro

Select Language: **Aa** How do I... Search...

Select Language

Afrikaans	Bulgarian	Esperanto	Haitian Creole	Italian	Latin	Mongolian	Russian	Spanish	Ukrainian
Albanian	Catalan	Estonian	Hausa	Japanese	Latvian	Myanmar (Burmese)	Samoan	Sundanese	Urdu
Amharic	Cebuano	Filipino	Hawaiian	Javanese	Lithuanian	Nepali	Scots Gaelic	Swahili	Uyghur
Arabic	Chichewa	Finnish	Hebrew	Kannada	Luxembourgish	Norwegian	Serbian	Swedish	Uzbek
Armenian	Chinese (Simplified)	French	Hindi	Kazakh	Macedonian	Odia (Oriya)	Sesotho	Tajik	Vietnamese
Azerbaijani	Chinese (Traditional)	Frisian	Hmong	Khmer	Malagasy	Pashto	Shona	Tamil	Welsh
Basque	Corsican	Galician	Hungarian	Kinyarwanda	Malay	Persian	Sindhi	Tatar	Xhosa
Belarusian	Croatian	Georgian	Icelandic	Korean	Malayalam	Polish	Sinhala	Telugu	Yiddish
Bengali	Czech	German	Igbo	Kurdish (Kurmanji)	Maltese	Portuguese	Slovak	Thai	Yoruba
Bosnian	Danish	Greek	Indonesian	Kyrgyz	Maori	Punjabi	Slovenian	Turkish	Zulu
	Dutch	Gujarati	Insh						

Route Maps &
MATBUS operates Saturday in the city of West Fargo, North Dakota, Dilworth, Minnesota

Conexión MATBUS >

Preguntas frecuentes sobre conexión >

Primeros pasos >

Tarifas y pases >

Cómo montar >

Programa U-Pass >

Desvíos >

Rutas de desvío de nieve >

Conexión MATBUS

¡La nueva y cómoda forma de pago!

MATBUS Connect está en vivo a partir del 4 de mayo de 2022.

¡Disfrute de una mayor libertad y seguridad con Connect Card, Connect Mobile App y Connect Portal! Con estas funciones, puede cargar dinero en su cuenta desde cualquier lugar, pagar en el autobús con su teléfono inteligente y proteger sus fondos en caso de pérdida o robo de su tarjeta.

MATBUS Connect se basa en una cuenta, lo que significa que puede cargar su tarjeta o aplicación con cualquier monto que elija, en lugar de pagar un pase mensual por adelantado. Su tarifa se deduce de su cuenta cada vez que viaja, con límites de pago diarios y de 31 días (límite de tarifa).

Visite nuestras páginas de Introducción y Preguntas frecuentes para

Información del contacto

Centro de transporte terrestre (GTC)
502 NP Ave
Fargo, ND 58102

Obtener direcciones

701.232.7500

Horas de oficina

Lunes - Viernes: 6:00 am a 11:15 pm
Sábado: 7:00 am a

Transit Dispatchers have access to iSpeakCards to reduce language barriers for LEP persons.

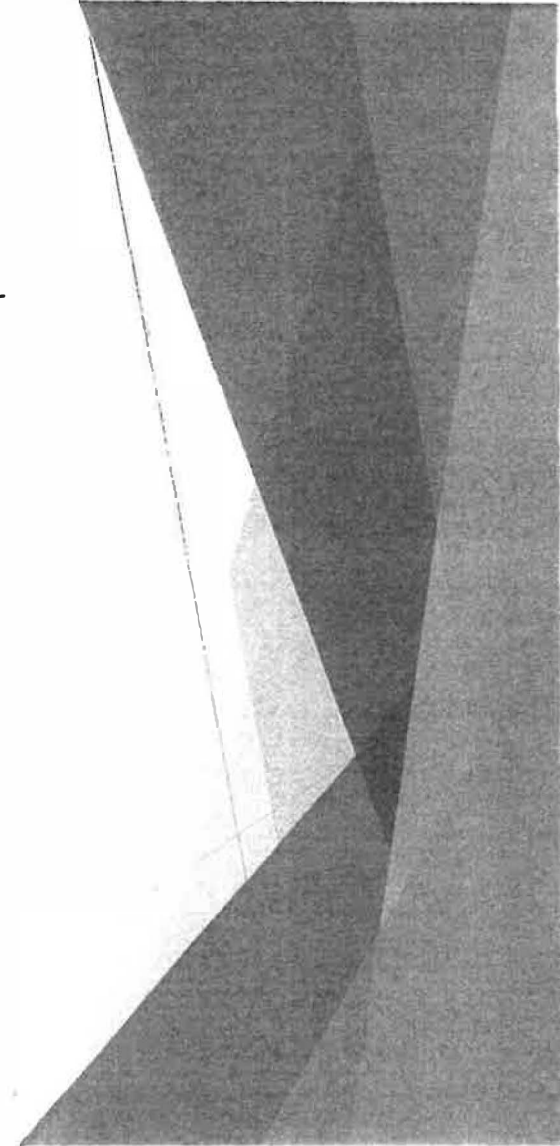
Census Test	Census 2010 LANGUAGE IDENTIFICATION FLASHBOARD
<input type="checkbox"/> شمع دلاسا لی هذا البرقع إذا كنت تقرا أو تكتب العربية	1. Arabic
<input type="checkbox"/>	2. Armenian
<input type="checkbox"/> অমি বাংলা ভাষায় লিখতে পারি।	3. Bengali
<input type="checkbox"/> ព្រះបរមរាជវាំងនេះ គឺជាទីកន្លែងដែលមានសិល្បៈខ្មែរច្រើន។	4. Cambodian
<input type="checkbox"/> Moxos i k'axilob'a ja'a 7 anglin' b'o'u'q'u'm' masak'i pa'at'in ch'o'u'm' k'aximotok Ch'amoro.	5. Chamorro
<input type="checkbox"/> 中国文字，历史悠久。	6. Simplified Chinese
<input type="checkbox"/> 中國文字，歷史悠久。	7. Traditional Chinese
<input type="checkbox"/> Osmatle ovaj kvadratično čitaš ili govoriš hrvatski jezik.	8. Croatian
<input type="checkbox"/> Zed krombe nen kolonika, polka d' tito's hovafite doky.	9. Czech
<input type="checkbox"/> Kwie die valgie aan als u Nederlande bent lezen of spreken.	10. Dutch
<input type="checkbox"/> Mark this box if you read or speak English.	11. English
<input type="checkbox"/> اگر عربی نہ پڑھیں تو اس پر علامت لگائیے۔	12. Farsi

U.S. DEPARTMENT OF EDUCATION
Office of Language Acquisition

[illegible][illegible]



- The City of Fargo Transit currently utilizes the services of Language Link for Interpreter and translation needs.
- Employees may can call 1-888-338-7394 for interpreter services.



The Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA)

- The **Americans with Disabilities Act (ADA)** became law in **1990**. The **ADA** is a civil rights law that prohibits discrimination against individuals with **disabilities** in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.



The ADA and Public Transportation

- ✦ The **ADA** guarantees people with **disabilities** equal access to public **transportation**. This means that public **transportation** providers cannot refuse to provide you with **transportation** because you have a **disability**.
- ✦ The Americans with Disabilities Act (**ADA**) requires public **transit** agencies that provide fixed-route **service** to provide “**complementary paratransit**” **service** to people with disabilities who cannot use the fixed-route **bus** or rail **service** **independently** because of a disability.
- ✦ Transit opens doors to jobs, education, social connections and other opportunities.



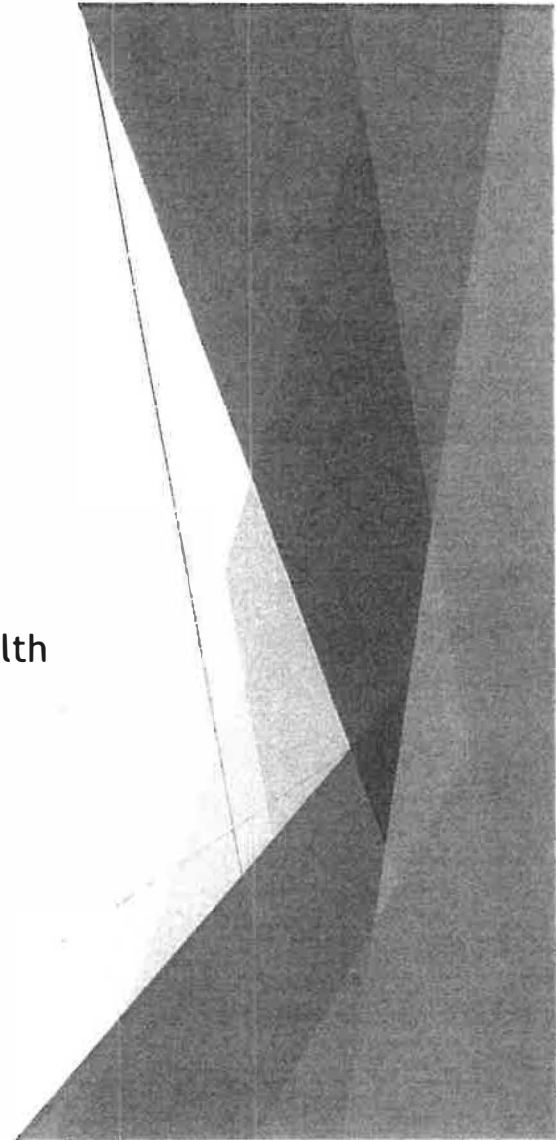
Reasonable Modification

Reasonable Modification

- Agencies are required to make reasonable modifications to policies, practices, and procedures to avoid discrimination and ensure that their programs are accessible to individuals with disabilities

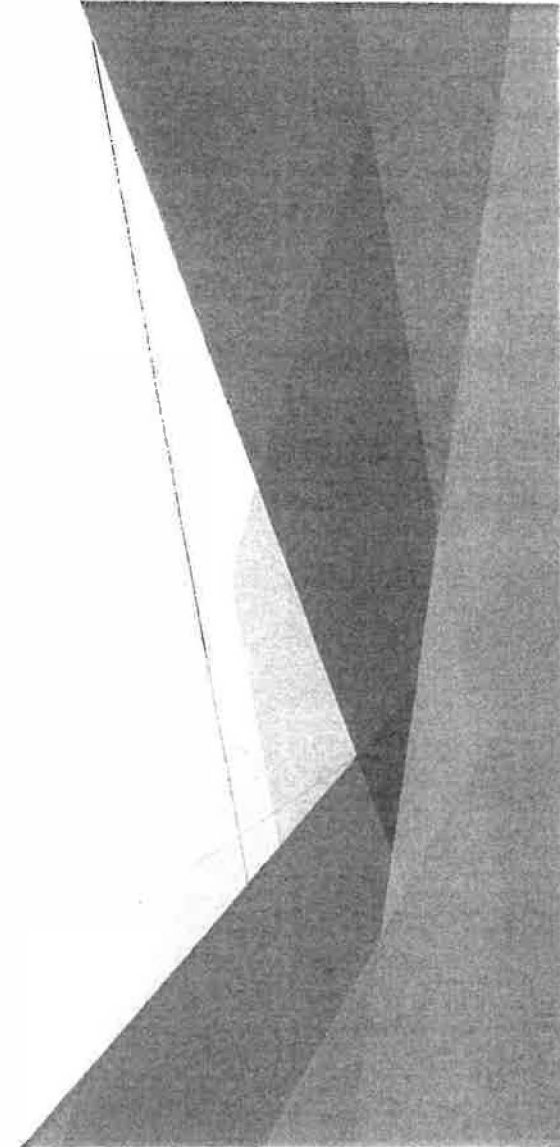
Examples

- - Have operator pull up a reasonable distance from obstructed bus stop
 - Help rider with fare media
 - Allow passenger with medical condition to eat/drink to avoid adverse health consequences
 - Pick up at specific entrances
 - Assist in extreme weather



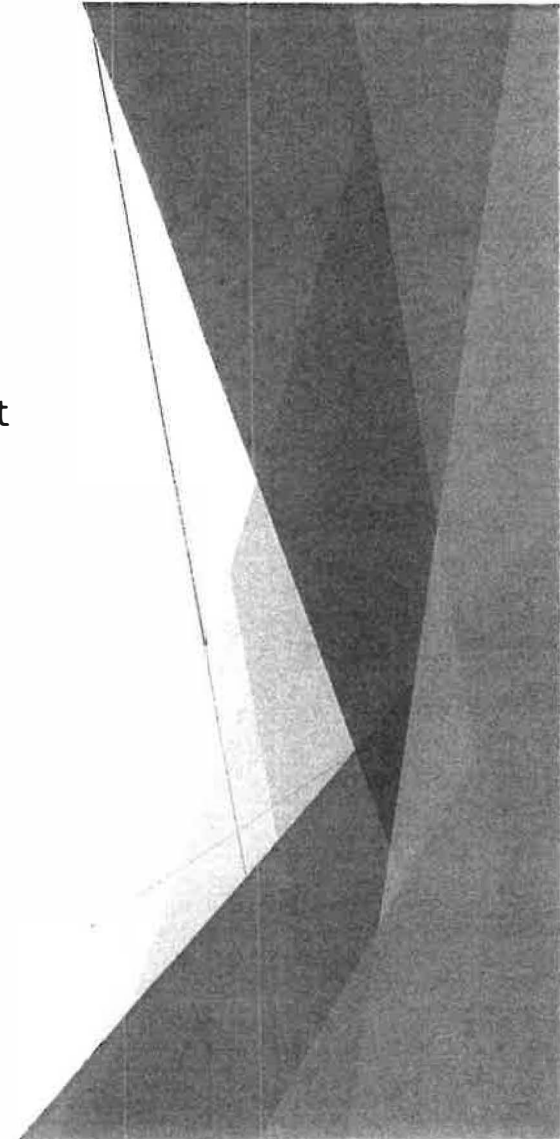
What is not a Reasonable Modification?

- 1. Fundamental alteration of service (Operating outside service hours)
- 2. Direct threat to the health or safety of others (Exposing the vehicle to hazards)
- 3. Not needed by the requester to use the service (Requesting a specific driver)
- 4. Undue financial / administrative burden (Asking to not ride with a particular passenger)



To request reasonable modification

- ▶ Requests for reasonable modifications should be made through the contact us page on the website, or by calling our administration offices at 701.241.8140
- ▶ Some situations will be on-the-spot, in those cases MATBUS riders should let the driver know what their reasonable modification is and they will inform the dispatchers for instructions on how to proceed.



How to make a Title VI, ADA or Discrimination complaint

How to make a Title VI, ADA or Discrimination Complaint

1. If someone wants to make a complaint of discrimination regarding any transit programs, services, or activities on the grounds of race, color, national origin; or sex, age, disability, or income status by MATBUS:

There are many ways to file a complaint:

- a. Call the MATBUS Mobility Manager at (701) 241-8140 to request the complaint form be mailed.
 - b. Download the form at [matbus.com/Title VI](http://matbus.com/TitleVI)
 - c. Obtain a copy of the form at the Ground Transportation Center (GTC), 502 NP Ave, Fargo ND, 58102.
2. They may request the complaint form in an alternative format such as large print, audio file, alternate language or interpreter service.

Upon request, a team member will assist in filling out the complaint form. The form will require the complainant to identify themselves and give specific details about the complaint.

Discrimination Complaint Procedure

- Complaints are entered into the MATBUS Feedback system; under Feedback Type drop down, select Discrimination/ADA Complaint.

Feedback - New Item

Save Cancel Attach File

Feedback Information

Customer Information

Resolution

Audit Log

Feedback Type / Injury / Discrimination or ADA / Safety Report

Injuries, Title VI or ADA Discrimination complaints must be reported to the on duty supervisor immediately.

Feedback Type

Discrimination / ADA Complaint

Possible Injury

☐ No

☐ Yes

Assign To

Mobility Manager

General feedback assignments are as follows:

Related to Operators:
Contractor Management

Related to GTC:
Heidi Benke

Related to policies:
Leadership

Other:
Use your discretion

Related to Route Requests or Bus Stops:
Cole Swingen (Fargo) Taaren Haak (Moorhead)

Discrimination Complaint Procedure

- The Title VI complaint form and other documents can be attached to the feedback form.

Feedback - New Item

Save X Cancel Attach File

Feedback Information Customer Information

Feedback Type / Injury / Discrimination
Injuries, Title VI or ADA Discrimination comp

Discrimination Complaint Procedure

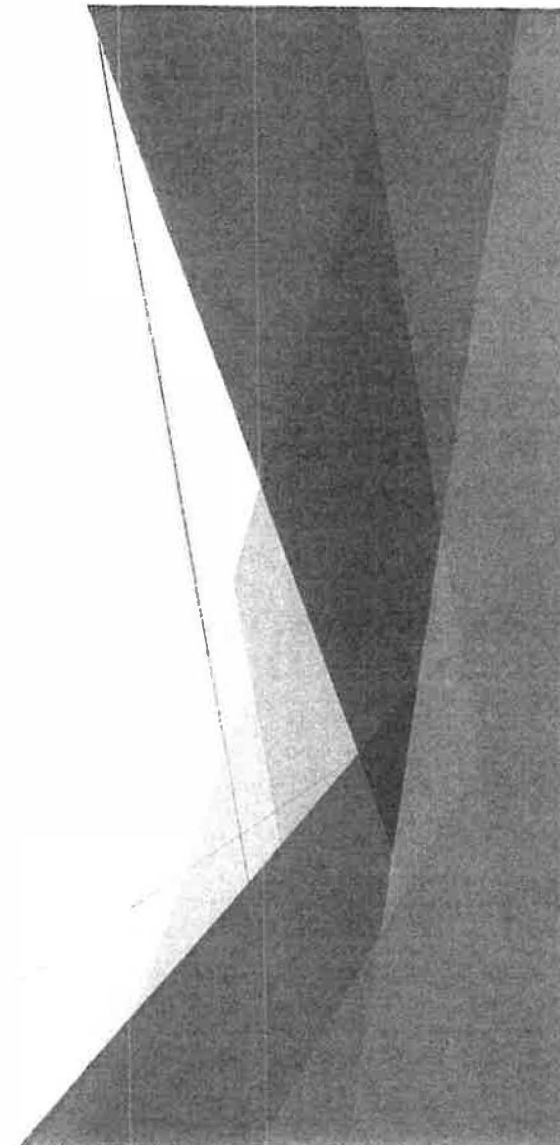
- MATBUS will process complaints that are complete.
- MATBUS investigates complaints received no more than 180 days after the alleged incident.
- The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office within 10 business days.
- MATBUS has 90 days to investigate Title VI complaints and 30 days to investigate ADA complaints.
- If more information is needed to resolve the case, MATBUS may contact the complainant.
- The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case.
- If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, MATBUS can administratively close the case.
- A case can be administratively closed also if the complainant no longer wishes to pursue their case.

- After the investigator reviews the complaint, they will issue one of two letters to the complainant - a closure letter or a letter of finding (LOF):
 - A closure letter summarizes the allegations and states that there was not a discrimination violation and that the case will be closed.
 - An letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur.
- If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.
- A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

Summary

- The ADA was passed in **1990**
- Title VI of the Civil Rights Act was passed in **1964**
- Title VI covers Race, Color, National Origin
- Whenever Federal funds are involved, there are civil rights requirements that follow
- A Limited English Proficiency person (LEP) is a person with a first language other than English.
- Transit Dispatchers have access to iSpeakCards to reduce language barriers for LEP persons.
- The **ADA** guarantees people with **disabilities** equal access to public **transportation**.
- MATBUS investigates complaints received no more than 180 days after the alleged incident.
- MATBUS has 90 days to investigate Title VI complaints.
- The matbus.com website can be translated by using google translate.
- Title VI prohibits retaliation.
- Disparate Impact is discrimination that is not a result of direct or intentional action.

Thank You!



Name: _____ Date: _____

Title VI and ADA Training Quiz

1. What year was the Americans with Disabilities Act passed?
a. 1990 b. 1991 c. 1996 d. 2001
2. What year was Title VI of the Civil Rights Act passed?
a. 1964 b. 1970 c. 1990 d. 2001
3. What does Title VI cover? (circle all that apply)
a. Race b. Color c. National Origin d. Age
4. Does Title VI prohibit Retaliation?
a. Yes b. No
5. MATBUS investigates complaints received no more than 180 days after the alleged incident.
a. True b. False
6. Is there a potential for discrimination if a Transit Agency purchases new buses and places all the old buses in a part of town with a large minority population?
a. Yes b. No
7. What does LEP stand for? (fill in the blanks)
L _____ E _____ Proficiency
8. MATBUS has 90 days to investigate a Title VI complaint:
a. True b. False
9. During an investigation, documentation can be attached to the feedback system:
a. True b. False
10. An LEP person has a first language other than English:
a. True b. False

Score _____/10 correct

Title VI/Civil Rights Training Completion and Understanding

I, _____ understand how to address Title VI and Civil Rights issues and will handle future issues according to the training I received. If I don't understand something related to Title VI, ADA, or Civil Rights or if I have any questions, I will reach out to the Mobility Manager for further clarification.

Sign: _____ Date: _____

[illegible]

Attachment C

MATBUS Title VI Public Participation Plan

Title VI Coordinator

Shaun Crowell – Mobility Manager

Reviewed/Updated 10-12-20, 12-10-21, 9-7-22, 1-23-24, 3-4-24, 7-14-25

MATBUS

650 23rd St. N.

Fargo, ND 58102

Ph: 701-476-5967

Introduction

The purpose of this document is to establish public participation policies and procedures for information and public comment solicitation for development and review of programs and projects carried out by MATBUS.

Public Participation Law

The Federal regulations bearing on this Public Participation Plan are as follows:

Federal Transit Administration

Federal Transit Administration Program-of-Projects Requirements and Section 5307 Grant Program 49 U.S.C. Section 5307(c)(1) through (c)(7) is the enabling legislation empowering Federal grant programs for public transit throughout the United States. The legislation also instructs the Federal Transit Administration (FTA) to implement public participation requirements as a condition of Federal funding. FTA grant applicants must integrate compliance with public participation requirements into Section 5307 grant program applications. The grant applicant must explicitly state that public notice of public involvement activities and time established for public review and comment on the TIP will satisfy the program-of-projects requirements of the Urbanized Area Formula Program. A project that requires an environmental assessment or an environmental impact statement will involve additional public involvement, as presented in joint FHWA/FTA environmental regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771.

Americans with Disabilities Act (ADA)

The American with Disabilities Act (ADA) of 1990 encourages the involvement of people with disabilities in the development and improvement of transportation and paratransit plans and services. In accordance with ADA guidelines, all meetings conducted by MATBUS will take place in locations that are accessible to persons with mobility limitations. Also, auxiliary aids and services are provided when necessary to ensure effective communications, unless an undue burden or fundamental alteration would result, to allow a person with a disability to participate. "Auxiliary aids" may include such services or devices as qualified interpreters, assistive listening headsets, television captioning and decoders, telecommunication devices for deaf persons (TDD's), videotext displays, readers taped text, brail materials, and larger print materials. MATBUS meeting notices specify that special accommodations will be provided upon request.

Title VI

Title VI of the Civil Rights Act of 1964 prohibits discrimination by recipients of Federal financial assistance on the basis of race, color, and national origin, including matters related to language access for Limited English Proficient (LEP) persons. The objectives of Title VI of the Civil Rights Act of 1964 are:

1. To ensure FTA-assisted benefits and related services are equitably distributed without regard to race, color or national origin.
2. To ensure that both the level and quality of transit services provide equal access and mobility for any person without regard to race, color or national origin.
3. To ensure that access to the planning and decision-making process is open and without regard to race, color or national origin.
4. To ensure that decisions on the location of transit facilities and services are made without regard to race, color or national origin.

To comply with these objectives, MATBUS has adopted the suggested methodology and framework set forth in the Title VI reporting guidelines (FTA Circular 4702.1, Chapter IV). By using this methodology, MATBUS monitors and compares the performance of its service delivery in line with the stated objectives of its Title VI program.

Limited English Proficiency (LEP)

Title VI directs each Federal agency to develop and implement a system by which limited English proficiency persons can meaningfully access the services it funds. Federal agencies published guidance for their respective grant recipients in order to assist them with their obligations to LEP persons under Title VI. As a result, the FTA published guidance and implemented regulations requiring that grant recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for LEP individuals. MATBUS is required to ensure meaningful access to benefits, services and information for LEP persons.

MATBUS's Public Participation Program Elements

Citizens Input

MATBUS will solicit public input on an ongoing basis thru the MATBUS website, social media, attending events and other tools. This approach will provide opportunities for proactive, early, and continuing public participation for MATBUS projects, programs and decision-making. This strategy will allow staff wide latitude to adapt to take advantage of changing communications technologies and to interact with individuals, group, businesses and strategic partners to ensure citizen access and participation. Mailings and other outreach efforts may be made to solicit input from a variety of organizations serving minorities, low- and moderate-income persons, as well as persons with disabilities and limited English proficient populations. More structured meetings may be held on specific proposals and projects when desirable to expand support and encourage broad based public participation in the development and review of programs and projects. MATBUS will promote opportunities for the inclusion of minority, low- and moderate-income and limited

English populations in this forum. Public input may be drawn from, but not necessarily limited to, entities such as:

1. Transit users
2. The general public
3. Non-profit organizations that provide services to the homeless, LEP populations
4. School Districts
5. Neighborhood Organizations
6. Municipal Partners

Monitoring and Evaluation

MATBUS will continuously monitor, evaluate and improve its public participation process. Regular review will be accomplished by tracking website usage and activity including the number of individuals on MATBUS's contact list that receive Rider Alerts, meeting notices and other related materials. Furthermore, the public will be encouraged to provide comments and suggestions through various channels and open dialogue will be maintained with advisory groups throughout the community on transportation and planning issues. A record of public comments and those of institutional representatives will be kept, as well as responses to such comments, where pertinent.

The desired outcomes include greater awareness and public participation of MATBUS programs and services.

The Solicitation of Public Comment

It is MATBUS's policy to disseminate information and to solicit and respond to public comment regarding transportation projects in a manner which is reasonable and practical. Specific elements of this policy are as follows:

Public Comment Process on Fare/Service Changes

Fargo

The City of Fargo must solicit and consider public comment before implementation of all changes in fares or major changes in service.

Procedure for fare/route changes

The City of Fargo must solicit and consider public comment before implementation of all changes in fares or major changes in service.

Public hearings will be held for all fare and major route changes. Public hearing dates are set and hearing notices appear in the Fargo newspaper approximately two weeks prior to the actual hearing. Hearings are held during the City Commission's regularly scheduled meetings in the Fargo City Hall. Hearings are open to the public; anyone wishing to speak at the hearing is afforded the

opportunity. If someone is unable to attend the hearing, written comments are accepted prior to the hearing.

The Transit Director and/or Assistant Transit Director will summarize all comments received prior to the public hearing. The summary and an analysis will be provided to the City Commission during the scheduled public hearing for consideration.

Definition of Temporary Service Changes

Temporary service changes are those that are in effect for a limited time period due to road construction, special events, etc., and are not intended to be permanent.

The Transit Director or Assistant Transit Director shall make temporary service changes administratively. If a temporary service change is to become permanent, the Transit Director or Assistant Transit Director will evaluate the change to determine if it is minor or major based on the following.

Definition of Major Service Changes

Route or service changes are considered major if any of the following apply:

1. Elimination or addition of a route
2. Any change in routes in excess of 25% of the route's mileage and/or annual revenue hours.
3. Changes that would reduce or eliminate service to schools, elderly/public housing, hospitals or social service agencies.

All major route changes will be subject to the public hearing process and implemented after approval by the City Commission.

Definition of Minor Service Changes

Route or service changes are considered minor if they are less than 25% of the route's mileage and/or annual revenue hours.

Moorhead

In order to provide appropriate levels of service, the City of Moorhead's public transit system (MATBUS) may bring forth proposed changes in routes and fare structure. Before enacting any changes in fares or service, MATBUS will evaluate the changes to determine if they are temporary, minor, or major. If the change is found to be major, MATBUS will follow a procedure to solicit public comment and City Council approval. These evaluation definitions and procedures are outlined in the following document.

Definitions

Temporary Service Change

Temporary service changes are those that are in effect for a limited time period, due to road construction, special events, etc., and are not intended to be permanent.

The Transit Manager shall make temporary service changes administratively. If a temporary service change is to become permanent, the Transit Manager will evaluate the change to determine if it is minor or major and follow the procedures outlined below.

Minor Service Change

A route or service change is considered minor if it affects less than 25% of the route's mileage and/or annual revenue hours.

Minor service changes shall be made upon approval of the City Council.

Major Service Change

A route or service change is considered major if any of the following apply:

1. Elimination or addition of a route
2. Any change in routes affecting greater than 25% of the route's mileage and/or annual revenue hours.
3. Changes that would reduce or eliminate service to schools, elderly/public housing, hospitals or social service agencies.

All major route changes will be subject to the public hearing process and implemented after approval by the City Council.

All fare changes will be considered a major service change, except short-term fare-free or reduced fare promotions. Short-term promotional fares will be presented to the City Manager for approval in advance of the change.

Public Comment/Hearing Procedure

The City of Moorhead must solicit and consider public comment before implementation of all changes in fares or major changes in service.

Public hearings will be held for all fare and major route changes. Public hearing dates are set and hearing notices appear in the official Moorhead newspaper approximately two weeks prior to the actual hearing. Hearings are held during the City Council's regularly scheduled meetings at Moorhead City Hall. Hearings are open to the public; anyone wishing to speak at the hearing is afforded the opportunity. If someone is unable to attend the hearing, written comments are accepted prior to the hearing.

Transit staff will summarize all comments received prior to the public hearing. The summary and an analysis of the proposed change(s) will be provided to the City Council during the scheduled public hearing for consideration.

Notification Process

The public will be notified of an upcoming public hearing through a variety of methods, in order to ensure adequate opportunity for public comment and participation in the public hearing.

The notification methods will be required as follows:

- Newspaper – The public hearing notice will be published in the City's official newspaper at least once, with the first notice appearing in the newspaper a minimum of two weeks prior to the public hearing.

- City Website – A notice of the hearing will be published with the City Council agenda, which is published on the City of Moorhead website (cityofmoorhead.com).
- MATBUS Website – A notice of the hearing will be published on the MATBUS website (MATBUS.com).
- Rider Alerts – A notice of the hearing will be distributed through a MATBUS Rider Alert. Members of the public can sign up for Rider Alert emails through the MATBUS website.
- Social Media – Notice of the hearing will be published on MATBUS's social media pages (Facebook and Twitter).
- Transit Center Posted Information – Notice of the hearing will be posted at the main transportation hub, the Ground Transportation Center at 502 NP Avenue, Fargo, ND. Additional information and hard copy comment sheets will be made available at the dispatch window and/or an informational display.

Notification Format

The public hearing notice will include the following information:

- Time, date and location of the public hearing
- Description of proposed changes
- Statement that the public will have the opportunity to comment at the hearing
- Contact information for the person that may be contacted for additional information, or to provide comments prior to the public hearing
- Instructions on how to request accessible formats of the information or accommodation during the public hearing

Council Action

At the conclusion of the public hearing, the City Council will vote to approve or deny the proposed change(s). If passed, the approved change will be documented through a written resolution and filed in public record.

Complaints

Any and all Title VI complaints may be directed to MATBUS's Title VI Coordinator:
MATBUS

Attn: Title VI Coordinator

650 23rd St. N.

Fargo, ND 58102

scrowell@matbus.com

Phone: 701-476-5967

Fax: 701-241-8558

Shaun Crowell

From: MATBUS <workshop@matbus.com>
Sent: Tuesday, April 26, 2022 8:12 AM
To: Shaun Crowell
Subject: April 28, 2022 Travel Trainer Workshop

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

Having trouble viewing this email? [Click here](#)



April 28th 2022 Travel Trainer Workshop

When
Thursday, April 28, 2022 from
9:00 AM to 12:00 PM CDT
[Add to Calendar](#)

Where
Ground Transportation Center (GTC)
502 NP Ave.
Fargo, ND 58102



[Driving Directions](#)

Dear Shaun,

Our goal at MATBUS is to ensure that everyone is able to use the Fixed-Route System safely and efficiently. MATBUS Staff and Drivers will provide hands-on training and assistance with all of your MATBUS questions. As Human Service Professionals, you have the chance to empower your clients with independence throughout the metro area.

INCLUDED IN THE WORKSHOP:

- * "How to Ride" video
- * Handouts for training
- * Access to free 10-ride cards

Please click on the link below to register or RSVP.

Parking information will be sent to attendees prior to the workshop via email.

[Get more information](#)

[Register Now!](#)

[I can't make it](#)

Sincerely,

Shaun Crowell

MATBUS

workshop@matbus.com

701-241-8140

MATBUS, 650 23rd St N, Fargo, ND 58102

[SafeUnsubscribe™ scrowell@matbus.com](#)

[Update Profile](#) | [Customer Contact Data Notice](#)

Sent by [workshop@matbus.com](#) powered by



Try email marketing for free today!

Shaun Crowell

From: MATBUS <transit@matbus.com>
Sent: Wednesday, November 9, 2022 9:00 AM
To: Shaun Crowell
Subject: MATBUS Rider Alert: Homeless Veterans Stand Down

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



Homeless Veterans Stand Down Tuesday, November 15, 2022 VA Community Resource & Referral Center

Free Rides to Homeless Veterans Stand Down

There will be free MATBUS fixed route rides for veterans on Tuesday, November 15, for the Homeless Veterans Stand Down.

Veterans must present a military or Veteran ID to the driver to get the free ride. Not Valid on Paratransit.

Homeless Veterans Stand Down

November 15, 2022
10 a.m. to 2 p.m.

**At the Fargo VA's
Community Resource & Referral Center
721 1st Ave. N., Fargo**

Services Available:

**Veterans Justice Outreach
Housing Resources
Resource Referral
Employment Referral
VA Eligibility Screening
VA Claims Assistance
Flu Shots
Haircuts**

**Free MATBUS fixed route rides for Veterans
on the day of the Stand Down with Military ID.**

**For more information, contact Sara Wiederholt at (701) 461-7330 ext. 7421
or Caitlin Mitchell at (701) 461-7330 ext. 7425.**



MATBUS | 650 23rd St N, Fargo, ND 58102

Unsubscribe_scrowell@matbus.com

[Update Profile](#) | [Constant Contact Data Notice](#)


Sent by transit@matbus.com powered by



Shaun Crowell

From: MATBUS <transit@matbus.com>
Sent: Tuesday, November 22, 2022 4:05 PM
To: Shaun Crowell
Subject: MATBUS Rider Alert: Route 15 - Increased frequency during the holidays - Nov 25 - Dec 31

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



The graphic features the MATBUS logo on the left, which consists of a large white 'M' inside a dark square with the word 'matbus' in lowercase below it. To the right of the logo is the text 'go green ride with us' in a light, sans-serif font, with a small green leaf icon to the right of the word 'ride'. On the far right of the graphic is a black and white photograph of the side of a bus.

Route 15 - additional service/Increased frequency Nov 25 - Dec 31

During this holiday season, Nov 25 - Dec 31, Route 15 will have increased route frequency.


Monday - Friday Route 15 will be leaving the GTC every 15 minutes from 10:00am until 5:45pm.

Saturday - Route 15 will be leaving the GTC at :15, :30, and :45 after the hour from 10:15am until 5:45 pm.



15

GTC, Holiday, Bethany Homes, fraser, CVS, West Acres, Target,
TJ Maxx, Walmart, Job Service of ND, Courthouse

														
GTC		Holiday Shelter	Bethany Shelter	Agapeiz School Shelter	CVS Shelter	if shelter	Wanda's	Shelter	Wanda's	Shelter	Shelter	Shelter	Shelter	Shelter
T A	B	C	D	E	T F	G	H	T I	J	K	L	M	T A	GTC
6:15	6:18	6:19	6:21	6:24	6:26	6:35	6:38	6:41	6:50	6:54	7:03	7:04	7:06	
6:45	6:48	6:49	6:51	6:54	6:56	7:05	7:08	7:11	7:20	7:24	7:33	7:34	7:36	
7:15	7:18	7:19	7:21	7:24	7:26	7:35	7:38	7:41	7:50	7:54	8:03	8:04	8:06	
7:45	7:48	7:49	7:51	7:54	7:56	8:05	8:08	8:11	8:20	8:24	8:33	8:34	8:36	
8:15	8:18	8:19	8:21	8:24	8:26	8:35	8:38	8:41	8:50	8:54	9:03	9:04	9:06	
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10:15	10:18	10:19	10:21	10:24	10:26	10:35	10:38	10:41	10:50	10:54	11:03	11:04	11:06	
10:30	10:33	10:34	10:36	10:39	10:41	10:50	10:53	10:56	11:05	11:09	11:18	11:19	11:21	
10:45	10:48	10:49	10:51	10:54	10:56	11:05	11:08	11:11	11:20	11:24	11:33	11:34	11:36	
11:00	11:03	11:04	11:06	11:09	11:11	11:20	11:23	11:26	11:35	11:39	11:48	11:49	11:51	
11:15	11:18	11:19	11:21	11:24	11:26	11:35	11:38	11:41	11:50	11:54	12:03	12:04	12:06	
11:30	11:33	11:34	11:36	11:39	11:41	11:50	11:53	11:56	12:05	12:09	12:18	12:19	12:21	
11:45	11:48	11:49	11:51	11:54	11:56	12:05	12:08	12:11	12:20	12:24	12:33	12:34	12:36	
12:00	12:03	12:04	12:06	12:09	12:11	12:20	12:23	12:26	12:35	12:39	12:48	12:49	12:51	
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12:45	12:48	12:49	12:51	12:54	12:56	1:05	1:08	1:11	1:20	1:24	1:33	1:34	1:36	
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1:45	1:48	1:49	1:51	1:54	1:56	2:05	2:08	2:11	2:20	2:24	2:33	2:34	2:36	
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2:45	2:48	2:49	2:51	2:54	2:56	3:05	3:08	3:11	3:20	3:24	3:33	3:34	3:36	
3:00	3:03	3:04	3:06	3:09	3:11	3:20	3:23	3:26	3:35	3:39	3:48	3:49	3:51	
3:15	3:18	3:19	3:21	3:24	3:26	3:35	3:38	3:41	3:50	3:54	4:03	4:04	4:06	
3:30	3:33	3:34	3:36	3:39	3:41	3:50	3:53	3:56	4:05	4:09	4:18	4:19	4:21	
3:45	3:48	3:49	3:51	3:54	3:56	4:05	4:08	4:11	4:20	4:24	4:33	4:34	4:36	
4:00	4:03	4:04	4:06	4:09	4:11	4:20	4:23	4:26	4:35	4:39	4:48	4:49	4:51	
4:15	4:18	4:19	4:21	4:24	4:26	4:35	4:38	4:41	4:50	4:54	5:03	5:04	5:06	
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5:15	5:18	5:19	5:21	5:24	5:26	5:35	5:38	5:41	5:50	5:54	6:03	6:04	6:06	
5:30	5:33	5:34	5:36	5:39	5:41	5:50	5:53	5:56	6:05	6:09	6:18	6:19	6:21	
5:45	5:48	5:49	5:51	5:54	5:56	6:05	6:08	6:11	6:20	6:24	6:33	6:34	6:36	
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6:45	6:48	6:49	6:51	6:54	6:56	7:05	7:08	7:11	7:20	7:24	7:33	7:34	7:36	
7:15	7:18	7:19	7:21	7:24	7:26	7:35	7:38	7:41	7:50	7:54	8:03	8:04	8:06	
7:45	7:48	7:49	7:51	7:54	7:56	8:05	8:08	8:11	8:20	8:24	8:33	8:34	8:36	
8:15	8:18	8:19	8:21	8:24	8:26	8:35	8:38	8:41	8:50	8:54	9:03	9:04	9:06	
8:45	8:48	8:49	8:51	8:54	8:56	9:05	9:08	9:11	9:20	9:24	9:33	9:34	9:36	
9:15	9:18	9:19	9:21	9:24	9:26	9:35	9:38	9:41	9:50	9:54	10:03	10:04	10:06	
Evening service runs every 30 minutes.														

Shaded areas do not run on Saturdays.

Evening service runs every 30 minutes.



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Sent by transit@matbus.com powered by



Shaun Crowell

From: MATBUS <transit@matbus.com>
Sent: Monday, December 26, 2022 7:00 AM
To: Shaun Crowell
Subject: MATBUS Rider Alert: Fargo service & route changes starting January 9, 2023, route 15, 18, 20, & 32.

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



go green
ride with us



Fargo service & route changes starting January 9, 2023, route 15, 18, 20, & 32.

Service and route changes beginning January 9, 2023

Increased route frequency

Route 13 will have an additional bus running, Monday – Saturday, which will depart the GTC :45 after the hour from 6:45am-8:45pm Monday – Friday and 7:45am-8:45pm Saturdays.

Route 15 will continue to have an additional bus, Monday - Friday route 15 will be departing the GTC every 15 minutes from 10:00am until 5:45pm.

Route changes

Due to frequent late trips and the inability to meet our on-time performance standards, we will be implementing time saving changes on routes 15, 18, and 20. The following changes were made with two goals in mind, to keep routes on time and to affect the fewest number of riders as possible. The decision to make these changes was based on the analysis of on-time performance data, ridership per bus stop data, and driver feedback. On December 12, 2022, The City Commission voted 5-0 to approve the proposed changes to the four designated routes, effective January 9, 2023.

Route 15

After leaving Walmart route 15 will take 13th Ave S to West Acres and will no longer service bus stops on 15th Ave S. The 15th Ave S bus stops will still be serviced by route 20.

Three low ridership bus stops and one hazardous bus stop on 13th Ave S will be removed, 13th Ave S & 34th/33rd St S (Midblock South), 13th Ave S & Page Dr. (Corner NE), 13th Ave S & Page Dr. (Corner SW), 13th Ave S & 15th St S (Corner SW).

These changes will reduce overall route length and minimize the number of times the bus has to stop.

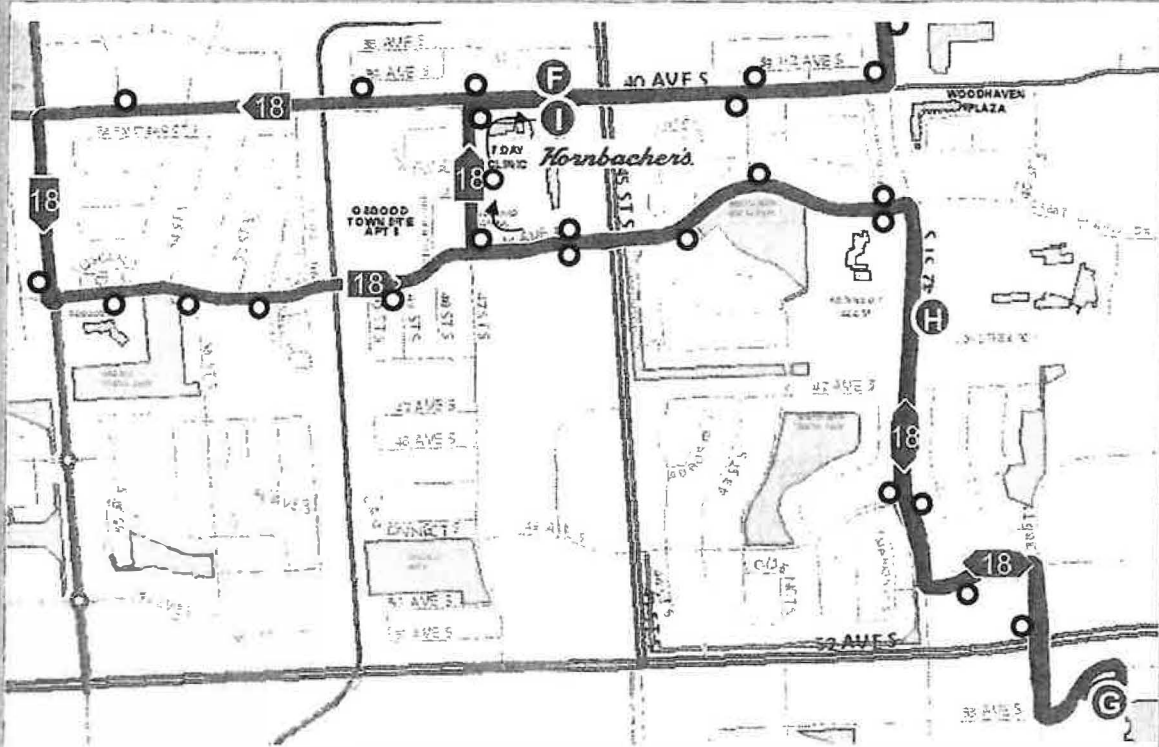


Route 18

Route 18 will no longer enter Microsoft campus, instead there will be a bus stop at the end of the driveway on 42nd St. S.

Route 18 will now have bus stops on 51st Ave S & 38th St. S, near Essentia 52nd Ave Clinic & Aldi.

When returning north from 52nd Ave Walmart the route will turn north on 47th St. S instead of continuing west on 44th Ave S.

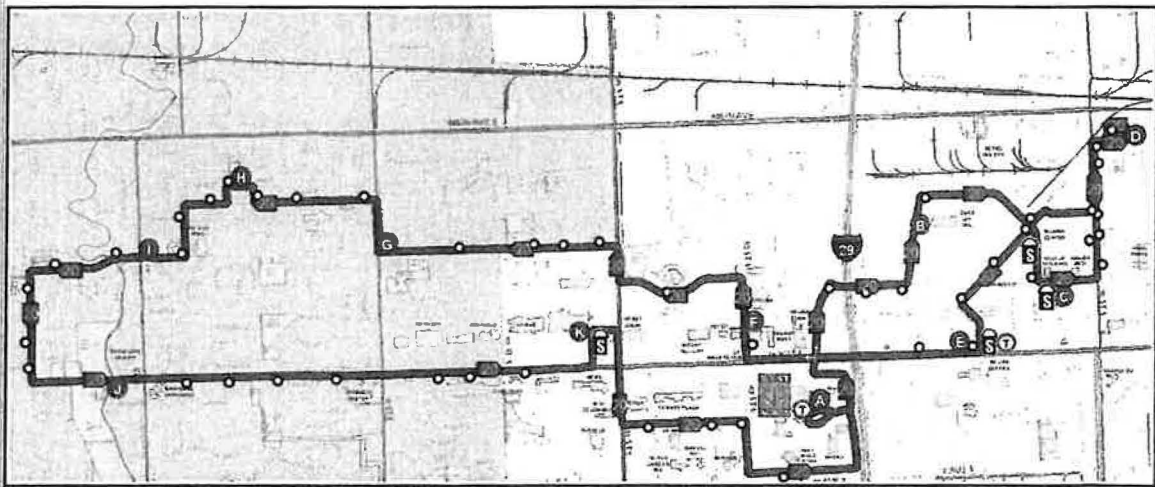


Route 20

Route 20 will now service the West Fargo Public Library.

Route 20 will only service South East Human Services while travelling east.

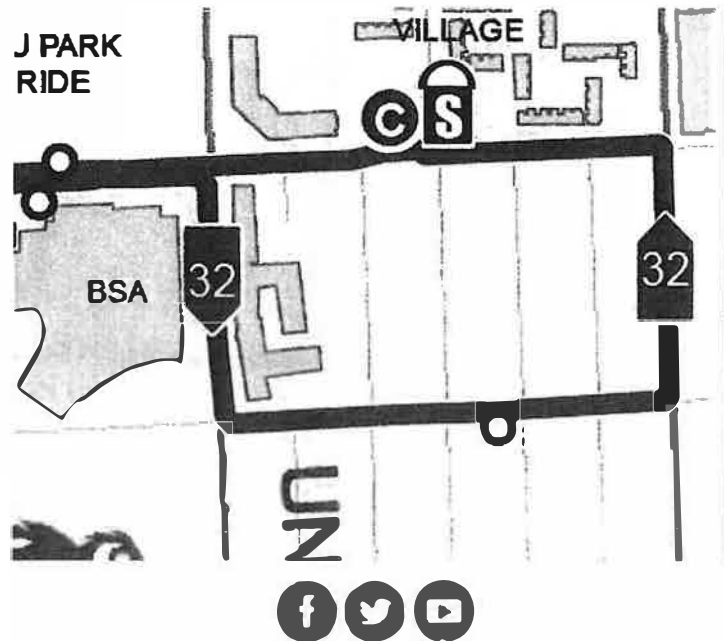
Route 20 will no longer stop at West Acres mid route. Riders who wish to transfer to route 15 can do so at the 13th Ave S Wendy's shelter or stay on the route until it ends at West Acres. Drivers will announce the transfer point.



Route 32

Route 32 will utilize University Dr. N & 10th St N to avoid narrow streets and hazardous winter conditions.

Route 32 will no longer serve the 17th Ave N & 12th St N bus stop.



MATBUS | 650 23rd St N, Fargo, ND 58102

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Sent by transit@matbus.com powered by



Shaun Crowell

From: MATBUS <transit@matbus.com>
Sent: Friday, February 24, 2023 3:02 PM
To: Shaun Crowell
Subject: MATBUS Rider Alert: Public Hearing Notice - Proposed Projects & Budget

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



NOTICE OF PUBLIC HEARING

City of Moorhead, Minnesota
Proposed Program of Projects and Budget
for Transit Capital Assistance from the
Federal Transit Administration

Notice is hereby given that a public hearing will be held by the City of Moorhead on Monday, March 13, 2023, at 5:45 p.m. in the Auditorium at the Hjemkomst Center, 202 1st Avenue North, Moorhead, MN for the purpose of considering projects for which Federal Section 5307, Section 5339, and Carbon Reduction Program transit capital assistance is being sought. A Proposed Program of Projects and Budget is detailed below.

At the hearing, the City of Moorhead will afford an opportunity for affected citizens, private transportation providers and local elected officials to be heard with respect to the projects proposed. Written comments on the Proposed Program of Projects may be submitted in advance of the public hearing to: Lori Van Beek, Moorhead Transit Manager, Metro Transit Garage, 650 23rd St. N., Fargo, ND 58102. Upon request, accommodations for individuals with disabilities, language barriers, or other needs to allow participation in meetings will be provided. To arrange assistance, call the City Clerk's Office at 218-299-5166 (voice) or 711 (TDD/TTY).

A copy of the application for a Federal grant for the proposed projects and the current Transportation Improvement Program for the area are currently available for public inspection at the Ground Transportation Center, 502 NP Ave N, Fargo,

North Dakota. Unless advertised again, the proposed projects contained in this advertisement are expected to become the final projects. A Final Program of Projects will be available to the public in the Ground Transportation Center on March 17, 2023.

For a full list of projects and budget, visit [MATBUS](#).



MATBUS | 650 23rd St N, Fargo, ND 58102

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Shaun Crowell

From: MATBUS <transit@matbus.com>
Sent: Monday, March 27, 2023 10:39 AM
To: Shaun Crowell
Subject: Rider Alert: March 27, 2023 - Route 18 - 5th Ave S Detour

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



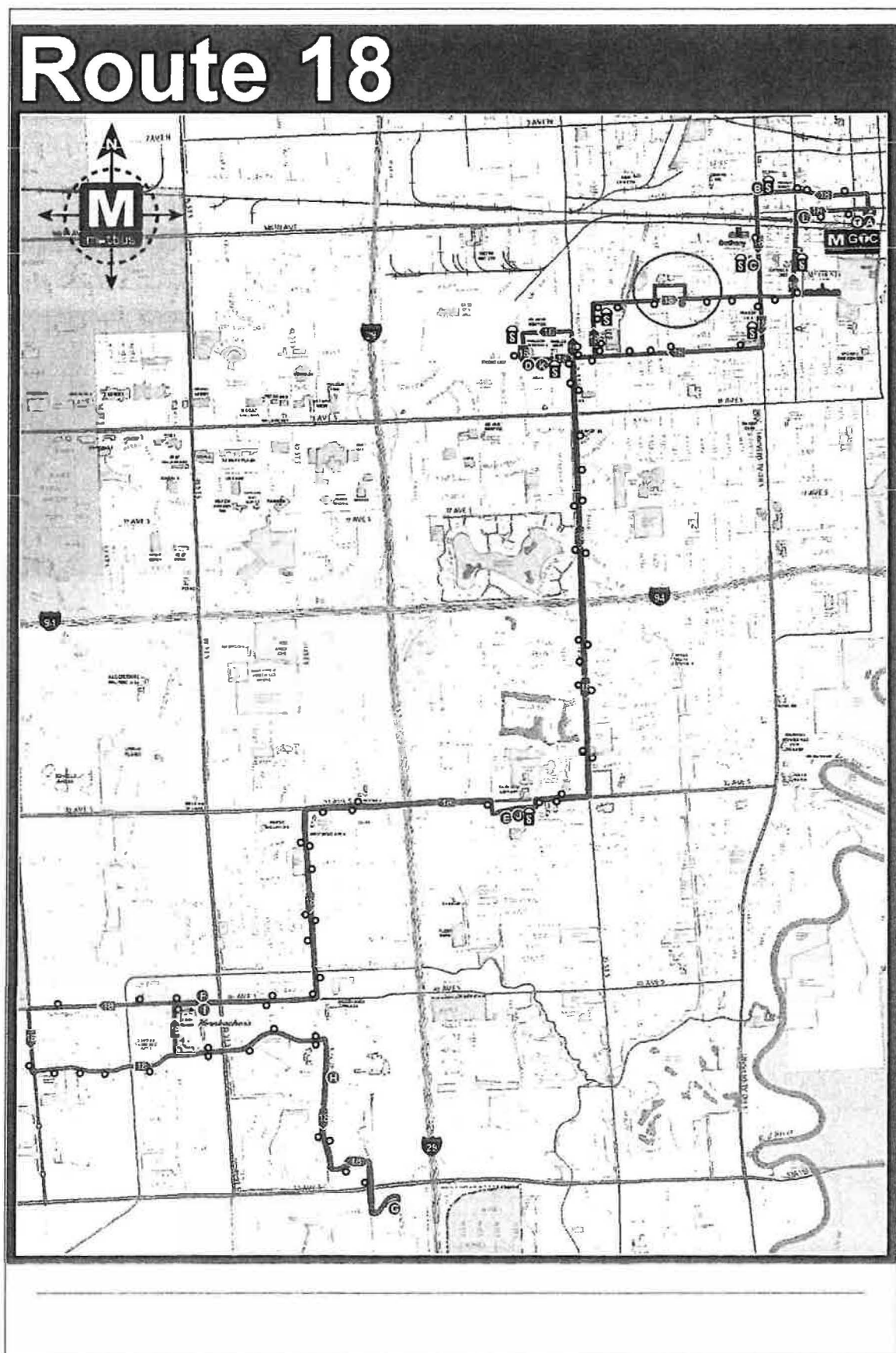
The banner is split into two sections. The left section features the MATBUS logo (a large 'M' with 'matbus' below it) and the text 'RIDER ALERT!' in bold. The right section shows a 'DETOUR' sign with a large black arrow pointing to the right.

March 27, 2023 - Route 18 - 5th Ave S Detour

Due to the closure of 5th Ave S for a private sewer service repair, Route 18 will be detoured. The repair is expected to take 4 days.

Inbound: Route 18 will turn N onto 18th St S, east onto 4th Ave S, south onto 16th St S, and east onto 5th Ave S, back on route.

Grey bus stops cannot be serviced during this detour. Riders can request pick-up or drop-off at and safe location along the detour section of the route.



MATBUS | 650 23rd St N, Fargo, ND 58102

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Sent by transit@matbus.com powered by



Shaun Crowell

From: MATBUS <workshop@matbus.com>
Sent: Monday, April 17, 2023 10:46 AM
To: Shaun Crowell
Subject: April 20 2023 Travel Trainer Workshop

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Having trouble viewing this email? [Click here](#)



April 20, 2023 Travel Trainer Workshop

When
Thursday, April 20, 2023 from
9:00 AM to 12:00 PM CDT
[Add to Calendar](#)

Where
Ground Transportation Center (GTC)
502 NP Ave.
Fargo, ND 58102



[Driving Directions](#)

Dear Shaun,

Our goal at MATBUS is to ensure that everyone is able to use the Fixed-Route System safely and efficiently. MATBUS Staff and Drivers will provide hands-on training and assistance with all of your MATBUS questions. As Human Service Professionals, you have the chance to empower your clients with independence throughout the metro area.

INCLUDED IN THE WORKSHOP:

- * "How to Ride" video
- * Handouts for training
- * Access to free 10-ride cards

Please click on the link below to register or RSVP.

Parking information will be sent to attendees prior to the workshop via email.

[Get more information](#)

[Register Now!](#)

[I can't make it](#)

Sincerely,

Shaun Crowell

MATBUS

workshop@matbus.com

701-241-8140

MATBUS, 650 23rd St N, Fargo, ND 58102

[SafeUnsubscribe™ scrowell@matbus.com](#)

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Sent by [workshop@matbus.com](#) powered by




Try email marketing for free today!

Shaun Crowell

From: MATBUS <transit@matbus.com>
Sent: Friday, May 12, 2023 9:01 AM
To: Shaun Crowell
Subject: Rider Alert: May 15, 2023 - Fargo Marathon Cyclothon - Route 13 detour

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



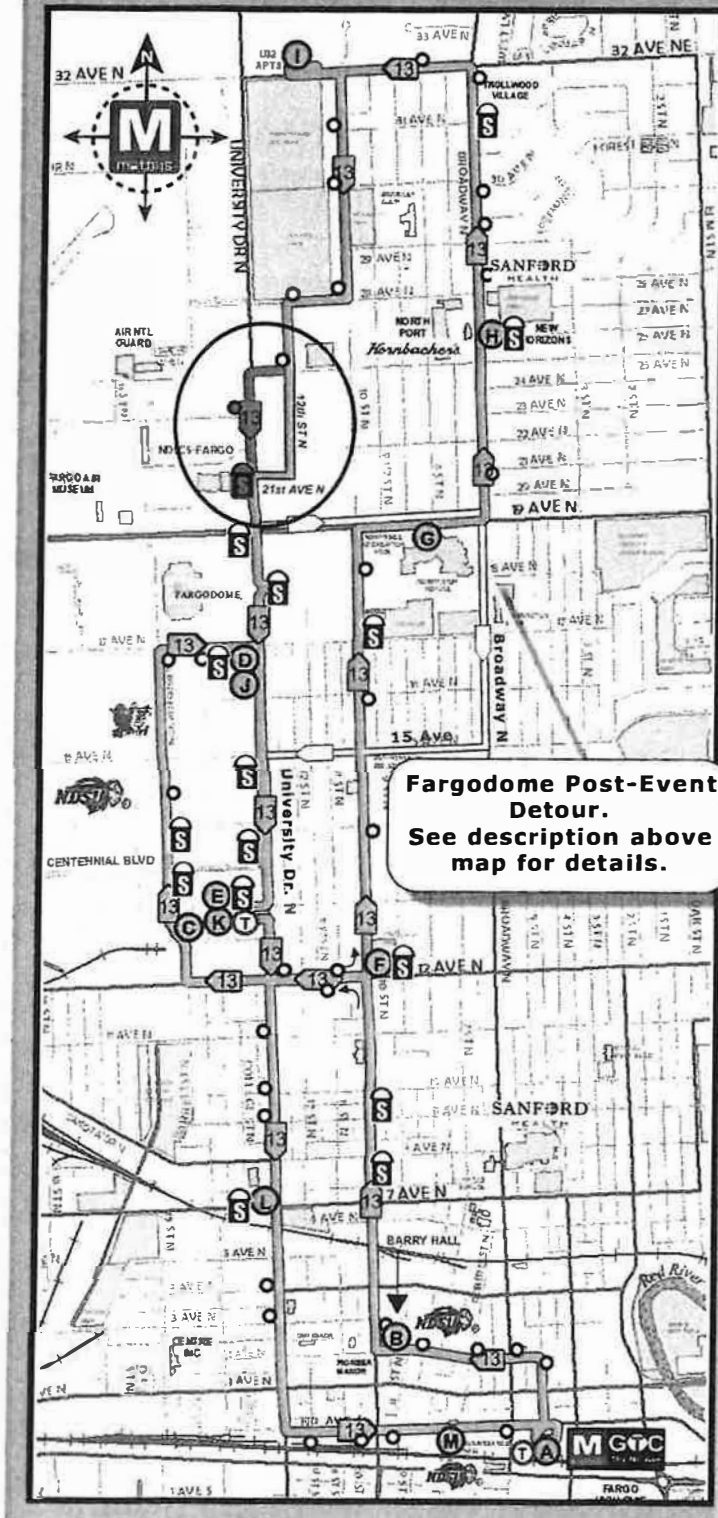
May 15, 2023 - Fargo Marathon Cyclothon - Route 13 detour

Due to the Fargo Marathon Cyclothon on Monday, May 15, Route 13 will be detoured from 6:15pm until 8:15pm.

Inbound detour: Route 13 will continue south on 12th St. N, turn west onto 21st Ave N, then turn south onto N University Dr. back on route.

Grey bus stops and shelters cannot be serviced during the detour. Riders can request pick-up and drop-off at any safe location along the detour path.

Route 13



MATBUS | 650 23rd St N, Fargo, ND 58102

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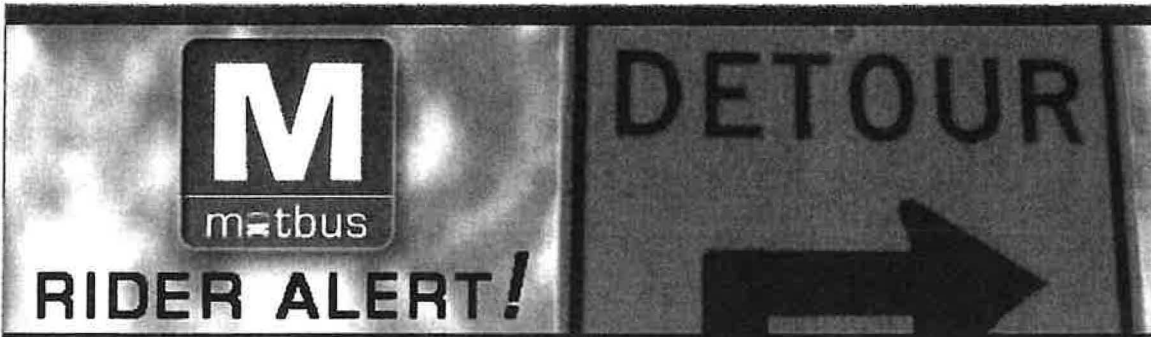
Sent by transit@matbus.com powered by



Shaun Crowell

From: MATBUS <transit@matbus.com>
Sent: Friday, April 26, 2024 4:03 PM
To: Shaun Crowell
Subject: Rider Alert: 04/29/24 - Route 18 Detour - 5th Ave S closure

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The banner features the MATBUS logo (a large 'M' with 'matbus' below it) on the left. To the right, the word 'DETOUR' is written in large, bold, sans-serif capital letters. Below 'DETOUR' is a large, solid black arrow pointing to the right. Below the logo, the words 'RIDER ALERT!' are written in a bold, sans-serif font.

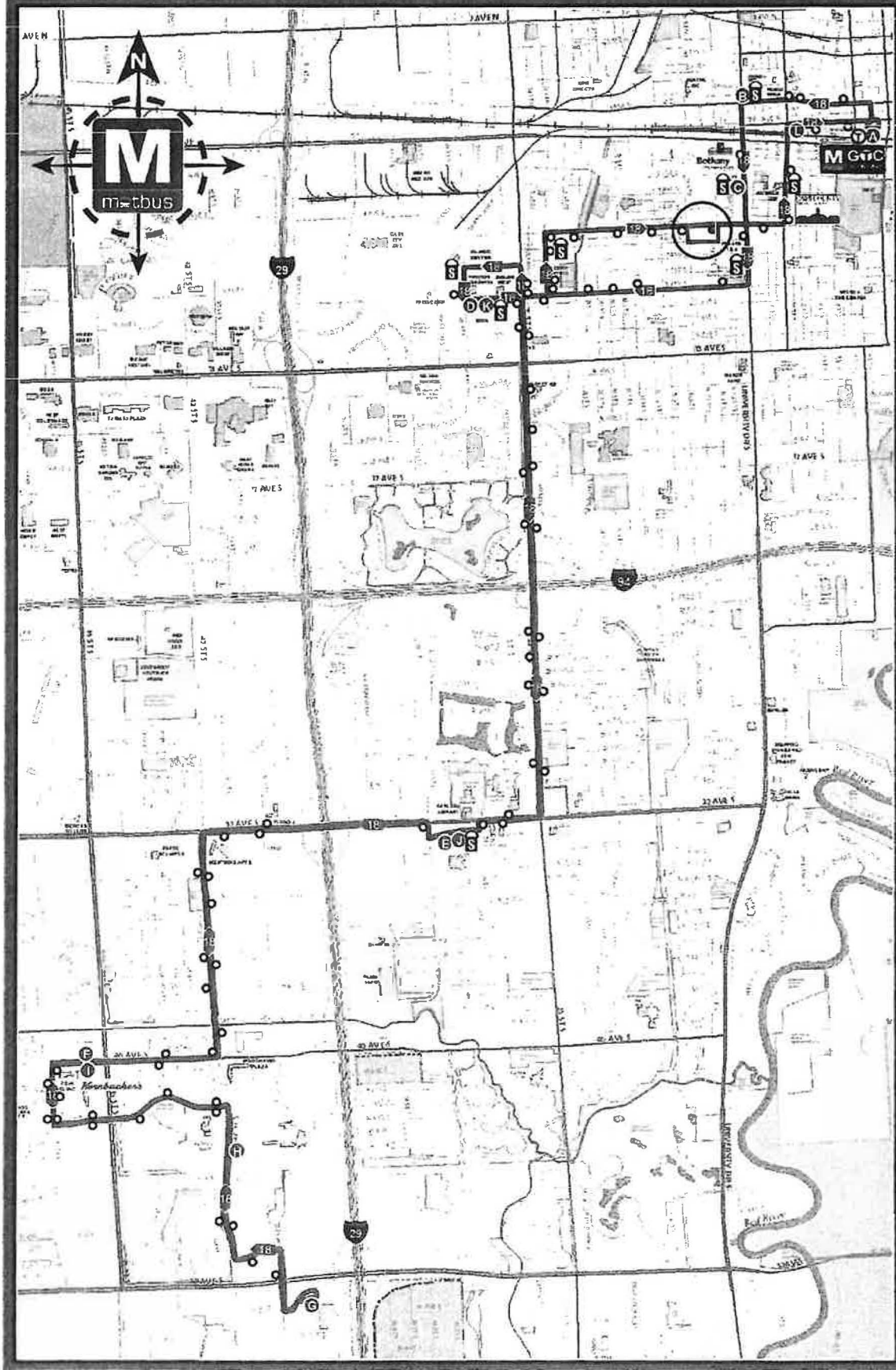
04/29/24 - Route 18 Detour - 5th Ave S closure

Due to a road closure on 5th Ave S, Route 18 will be detoured beginning Monday, April 29. The road closure is expected to last 1 day.

Inbound 5th Ave S Detour: Route 18 will turn south on 15th St. S, east on 6th Ave S, north on 14th St. S, east onto 5th Ave S, back on route.

****Riders can request pick-up or drop-off at any safe intersection along the route detour path. When waiting to board, be sure to wave to the approaching bus to get the attention of the driver. Grey bus stops cannot be serviced during this detour. Detours are subject to change, check the website each day before your trip.****

Route 18



MATBUS | 650 23rd St N, Fargo, ND 58102

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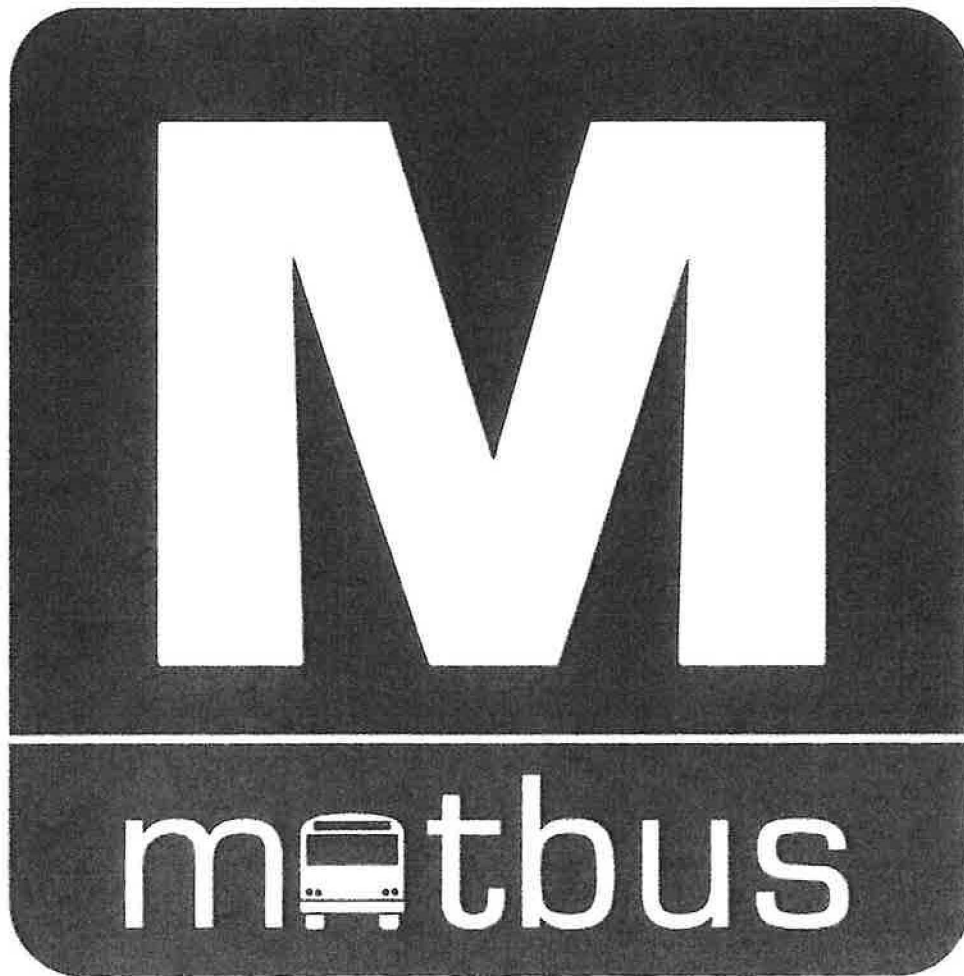
Sent by transit@matbus.com powered by



Shaun Crowell

From: MATBUS <transit@matbus.com>
Sent: Tuesday, May 28, 2024 12:55 PM
To: Shaun Crowell
Subject: Join us at our next event

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



Jun 13

June 13 2024 Travel Trainer Workshop

Our goal at MATBUS is to ensure that everyone is able to use the Fixed-Route System safely and efficiently. MATBUS Staff and Drivers will provide hands-on training and assistance with all of your MATBUS questions. As Human Service Professionals, you have the chance to empower your clients with independence throughout the metro area.



Ground Transportation Center (GTC)
502 NP Ave., Fargo, ND 58102

[View on map](#)



Jun 13, 2024 09:00am - Jun 13, 2024 12:00pm

Add to [Google](#) · [Outlook](#) · [Yahoo](#)

Register

[Decline](#)

MATBUS | 650 23rd St N | Fargo, ND 58102 US

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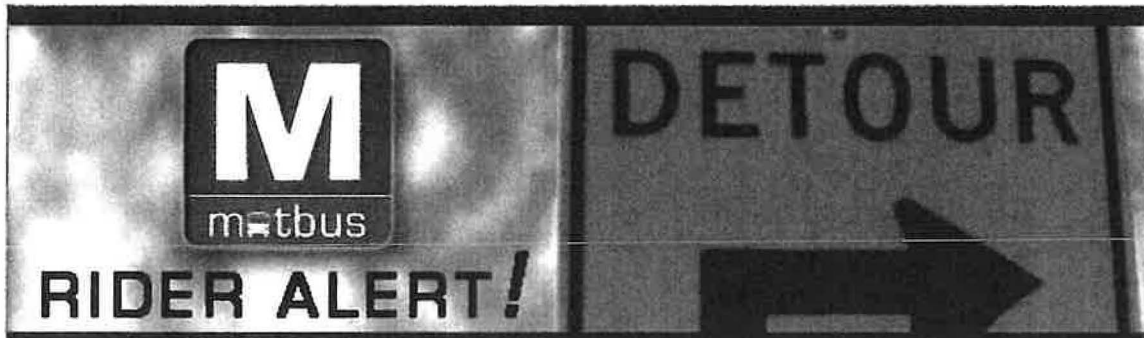


Try email marketing for free today!

Shaun Crowell

From: MATBUS <transit@matbus.com>
Sent: Friday, July 12, 2024 3:00 PM
To: Shaun Crowell
Subject: Rider Alert: July 17-20 - Downtown Street Fair Detours - Routes 11, 13, 14, 15, 17, & 18

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



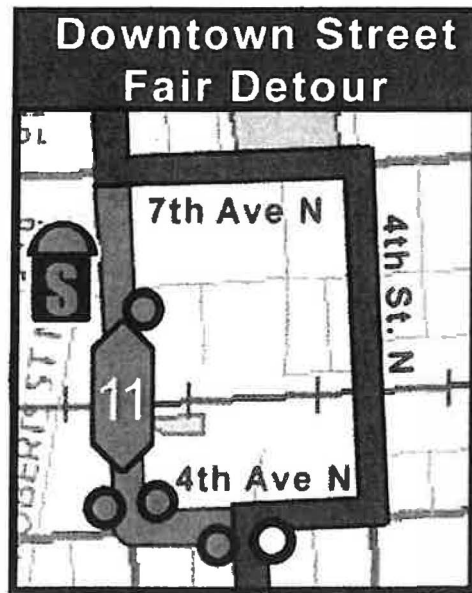
**Rider Alert: July 17-20 - Downtown Street Fair
Detours - Routes 11, 13, 14, 15, 17, & 18**

Due to the Downtown Fargo Street Fair, Route 11 will be detoured July 17-20.

Outbound Detour: Route 11 will turn east onto 4th Ave N, north onto 4th St. N, west onto 7th Ave N, then turn north onto Broadway, back on route.

Inbound Detour: Reverse of Outbound.

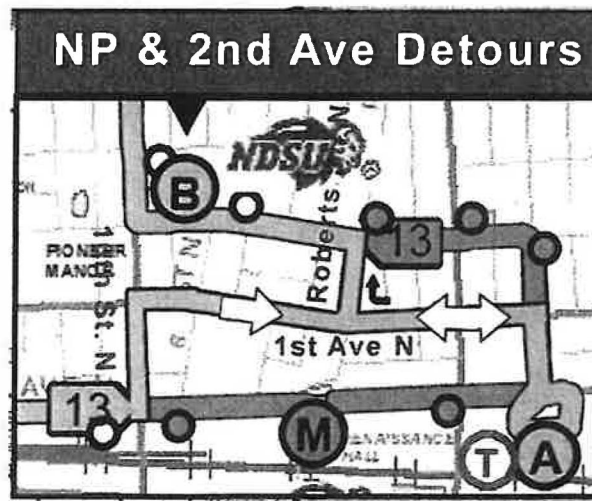
****Riders can request pick-up or drop-off at any safe intersection along the route detour path. Grey bus stops cannot be serviced during this detour. Detours are subject to change, check the website each day before your trip.****



Due to the Downtown Fargo Street Fair, Route 13 will be detoured July 17-20.

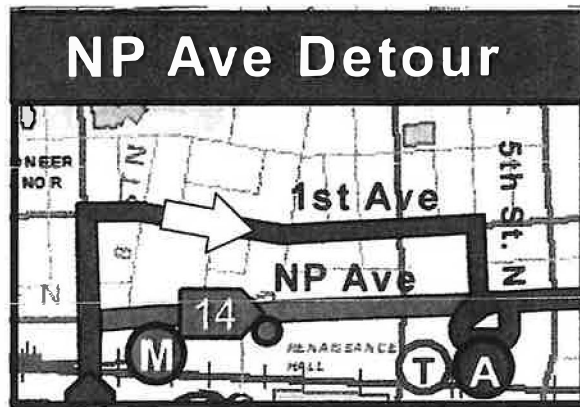
Outbound Detour: Route 13 will turn west onto 1st Ave N, turn north onto Roberts St. N, then turn west onto 2nd Ave N, back on route.

Inbound Detour: Route 13 will turn north onto 10th St. N, east onto 1st Ave N, then turn south onto 5th St. N.



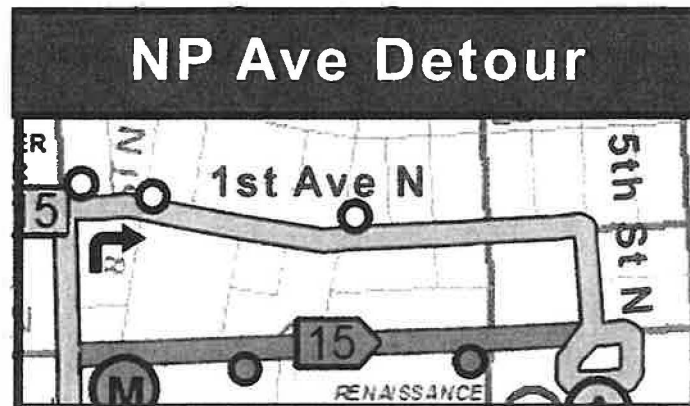
Due to the Downtown Fargo Street Fair, Route 14 will be detoured July 17-20.

Inbound Detour: Route 14 will continue north on 10th St. N, turn east onto 1st Ave N, then turn south onto 5th St. N.



Due to the Downtown Fargo Street Fair, Route 15 will be detoured July 17-20.

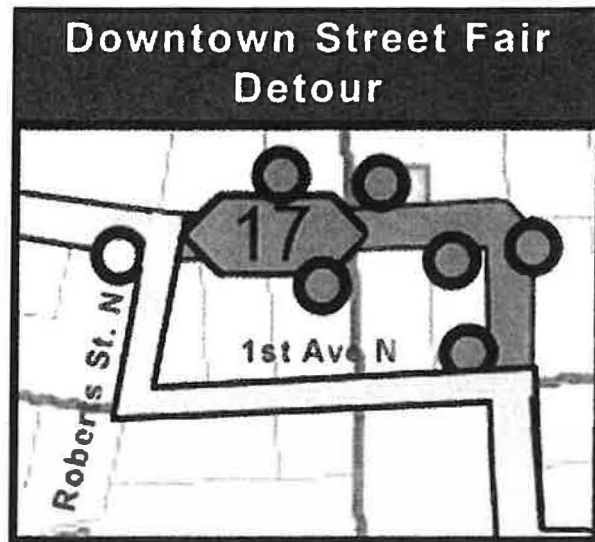
Inbound Detour: Route 15 will continue north on 10th St. N, turn east onto 1st Ave N, then turn south onto 5th St. N.



Due to the Downtown Fargo Street Fair, Route 17 will be detoured July 17-20.

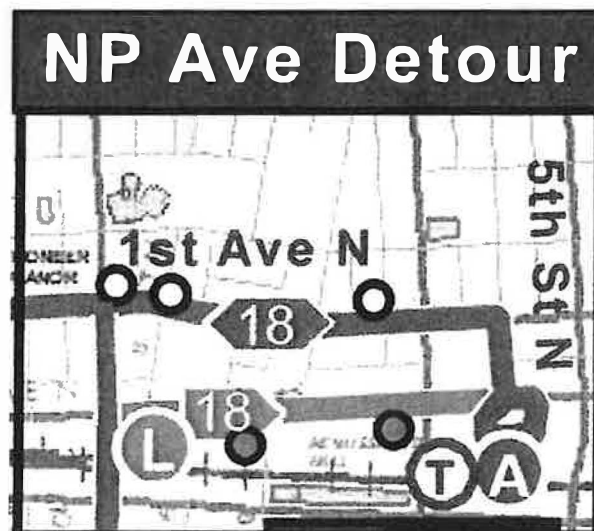
Outbound Detour: Route 17 will turn west onto 1st Ave N, turn north onto Roberts St. N, then turn west onto 2nd Ave N, back on route.

Inbound Detour: Reverse of Outbound



Due to the Downtown Fargo Street Fair, Route 18 will be detoured July 17-20.

Inbound Detour: Route 18 will continue north on 10th St. N, turn east onto 1st Ave N, then turn south onto 5th St. N.

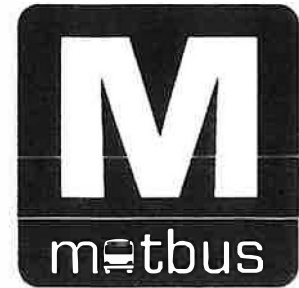


MATBUS | 650 23rd St N | Fargo, ND 58102 US

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July 1, 2023

Dear Sir or Madam:

Your name was given to us as an organization that works with women or minority businesses. The Cities of Moorhead and Fargo and MATBUS are seeking Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) to bid on federally-funded products and services. Firms owned and controlled 51% or more by women, minorities or other socially and economically disadvantaged individuals or groups are eligible to apply for DBE certification. SBE's must be certified with the Small Business Administration.

Enclosed is a public notice which lists the type of contract work available and contact names. I would appreciate your assistance in distributing this information to potential DBEs and SBEs in your organization or community.

Sincerely,

Shaun Crowell
Mobility Manager
& DBE Coordinator

SEEKING DBE FIRMS TO BID ON FEDERALLY-FUNDED CONTRACTS

MATBUS is seeking Disadvantaged Business Enterprises (DBEs) to bid on federally-funded products and services. Firms owned and controlled 51% or more by women, minorities or other socially and economically disadvantaged individuals or groups are eligible to apply for DBE certification.

Interested vendors should contact: Shaun Crowell, DBE Coordinator, MATBUS, 650 23rd Street North, Fargo, ND 58102, Phone (701) 476-5967, FAX (701) 241-8558, Email: scrowell@matbus.com

The types of contract work available include:

- Parts and maintenance for buses
- Radio repair
- Janitorial services
- Bulk diesel fuel
- Insurance (auto, liability and performance bond)
- Consultants (transit planning, drug testing, asbestos removal, marketing research, real estate appraisal, environmental review and remediation)
- Mowing
- Snow removal
- Driver training
- Cleaning supplies
- Lubricants
- Laundry services
- Contractors to operate fixed route and paratransit transportation services
- Firms wishing to sell advertising space on the exterior or interior of buses.
- Marketing (design, printing, specialty products)
- Office supplies
- Construction Contractors
- General Contractors
- Home Improvement
- Building Repairs
- Earthwork
- Masonry
- Carpentry
- Structural Steel
- Roofing
- Fire Protection
- Drywall
- Painting
- Floor Covering
- Ceilings
- Tile Setters
- Window Treatments
- Concrete
- Electrical
- Heating, Ventilation, Air Conditioning
- Windows
- Landscaping
- Asphalt
- Plumbing
- Security systems
- Fueling systems
- Vehicle washing systems
- Demolition
- Interior/exterior Lighting
- Office Furniture
- Garage Tools and Equipment

WHAT IS A DBE?

- DBE stands for Disadvantaged Business Enterprise. The DBE program is an affirmative action program intended to level the playing field by providing contracting opportunities for small businesses owned and controlled by socially and economically disadvantaged individuals.

BENEFITS OF DBE CERTIFICATION

- Federally funded organizations such as MATBUS and Community Development Block Grant Programs have DBE goals to meet each year.
- Certified DBEs (Disadvantaged Business Enterprises) are included in the DBE directory searched by any organization receiving federal funding.
- Has the potential to generate new business for your company, expanding your customer base and increasing profits.

HOW TO BECOME A CERTIFIED DBE

North Dakota Department of Transportation

Information regarding the Disadvantaged Business Program is located at <https://www.dot.nd.gov/divisions/civilrights/dbeprogram.htm>. The “Business” section includes information on how to become an NDDOT vendor and the DBE Program is detailed under the “More Business” and then “Civil Rights Program Areas” tab.

Minnesota Department of Transportation

Information regarding the Disadvantaged Business Program is located at <https://www.dot.state.mn.us/civilrights/forms.html>. This link has information on what is required to become a DBE.

HOW TO BECOME A CERTIFIED SBE

Visit <https://www.sba.gov/tools/sba-learning-center/search/training> for more information about what it takes to become a certified Small Business Enterprise.

CHAMBER OF COMMERCE OF F-M
202 FIRST AVE N
MOORHEAD MN 56560

Cultural Diversity Resources
112 N. University Dr. #306
Fargo, ND 58102

SMALL BUSINESS DEV CTR
MINNESOTA STATE UNIV MHD
615 11 ST S, BOX 303
MOORHEAD, MN 56563

FREEDOM RESOURCE CENTER FOR
INDEPENDENT LIVING
2701 9TH AVE SW
FARGO ND 58103

Lakes & Prairies Community
Action Partnership, Inc
715 11th St. N. #101
Moorhead, MN 56560

WEST CENTRAL MINNESOTA SBDC
1310 8TH ST S
GRANT CENTER 220
MOORHEAD MN 56562

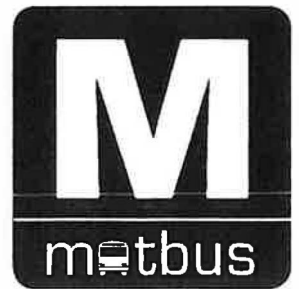
Fargo SBDC
NDSU Research & Technology
Park
1854 Ndsu Resear Cir N Ste 7
Fargo, ND 58102-5707

Afro American Development
Association
1132 28th Ave. S.
Moorhead, MN 56560

Anne Carlsen Center
4152 30th Ave. S. #102
Fargo, ND 58104

Anne Carlsen Center
2800 Main Ave.
Fargo, ND 58103

May 25, 2023



Dear Human Services Professional,

I wanted to reach out to your organization to introduce you to MATBUS and let you know of all the resources available to your clients!

MATBUS Fixed Route

MATBUS is the public transportation system serving the communities of Fargo and West Fargo, ND, and Moorhead and Dilworth, MN. MATBUS provides convenient, cost-effective city transportation throughout the metro area with 24 fixed routes, linking riders to employment, education, healthcare, entertainment, and more.

MAT Paratransit

MAT Paratransit, which is a door-thru-first door transportation service for persons with disabilities who are unable to use the Fixed Route Bus service without assistance.

Travel Trainer Training Workshop

MATBUS offers hands on training to human services professionals to help empower their clients with independence throughout the metro area. Travel Trainers while providing travel training to clients will have an official instructor card to ride free. To aid in training clients, Travel Trainers will be able to request one 10-ride card for each client they are training.

MATBUS On-Demand

MATBUS On-Demand is a free on-demand transit service offered in the Fargo Industrial Park and on NDSU Campus and its surrounding area. Using the TransLoc app, you can book a personalized ride for up to five people within the designated service area, with pick-up and drop-off points of your choosing. Just download the app, create an account and book a ride.

FM Ride Source Directory

FM Ride Source provides the metro area of Fargo and West Fargo, North Dakota and Moorhead and Dilworth, Minnesota with transportation options for people with disabilities and those over age 60.

For additional information, please visit the website at matbus.com or contact me at 701-476-5967.

Sincerely,

Shaun Crowell
Mobility Manager

Enclosure:

FM Ride Source Directory
MAT Paratransit Brochure
MATBUS System Map

Minority Owned Human Service Organizations

Lutheran Immigration and Refugee Services
3310 Fiechtner Dr. S.
Fargo, ND 58103

Afro American Development Association
1132 28th Ave. S
Moorhead, MN 56560

Faith4Hope
1321 19th Ave. N.
Fargo, ND 58102

Kondial Kel International
1323 23rd St. S. Suite C
Fargo, ND 58103

Somali Community Development of ND
901 28th St. S. Suite B
Fargo, ND 58103

Tri-City Haitian Ministry
1419 17th St. S.
Fargo, ND 58103

Tudeako Group
15 S. 21st St.
Fargo, ND 58103

Destiny & Purpose
1644 Tom Williams Dr. Suite B
Fargo, ND 58103

Four Elements Therapy
4342 15th Ave. S.
Fargo, ND 58103

Additional letters were sent out in 2024

P's & Q's

112 S. University Dr. Ste. 141
Fargo, ND 58102

Indigenous Legacy

115 Center Ave. W.
Dilworth, MN 56529

Win-Liberia

winliberia@hotmail.com

New American Development Agency

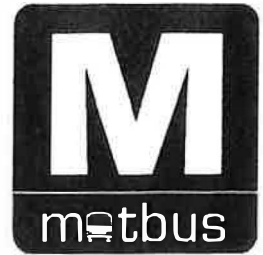
2419 S. 12th Ave.
Moorhead, MN 56560

Cultural Diversity Resources

112 N. University Dr. #306
Fargo, ND 58102

Cultural Diversity Resources

3505 8th St. S. #7
Moorhead, MN 56560



January 30, 2024

Dear Human Services Professional,

I wanted to reach out to your organization to introduce you to MATBUS and let you know of all the resources available to your clients!

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FM Ride Source Directory

FM Ride Source provides the metro area of Fargo and West Fargo, North Dakota and Moorhead and Dilworth, Minnesota with transportation options for people with disabilities and those over age 60.

I have included some complimentary 4-day passes for use on our fixed route bus system.

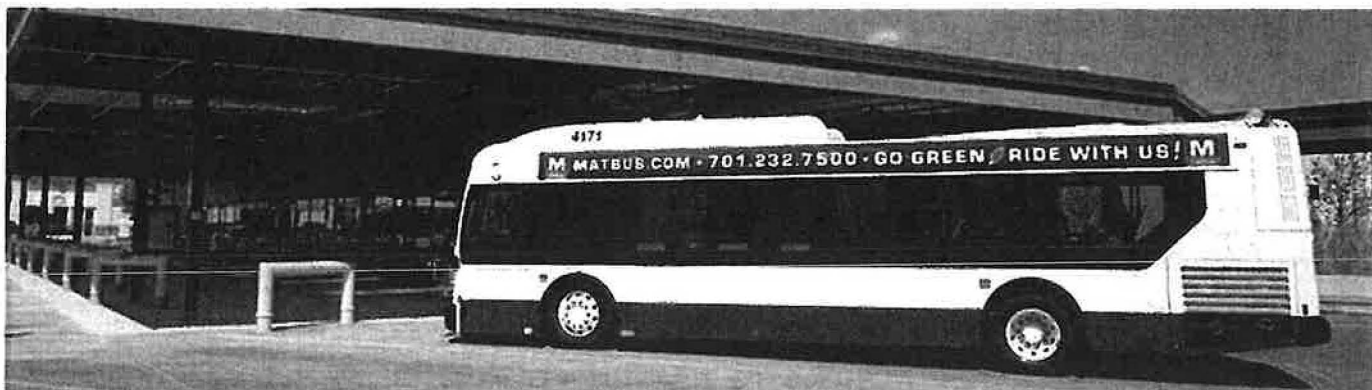
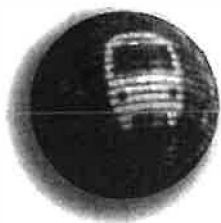
In addition we value your feedback regarding our services, if you or any of the people you serve have and input to help improve our service please let me know.

For additional information, please visit the website at matbus.com or contact me at 701-476-5967.

Sincerely,

Shaun Crowell
Mobility Manager

Enclosure:
FM Ride Source Directory
MAT Paratransit Brochure
MATBUS System Map
10 4-day passes



Declaración de no discriminación

Las ciudades de Fargo, ND y Moorhead, MN operan MATBUS y brindan acceso a todos sus programas, servicios y beneficios de conformidad con el Título VI de la Ley de Derechos Civiles de 1964 sin distinción de raza, color, origen nacional o sexo (23 USC 324), edad (42 USC 6101), discapacidad/minusvalía (29 USC 794) o estatus socioeconómico (EO 12898).

Para obtener más información o presentar una queja por discriminación, comuníquese con MATBUS al 701.241.8140. Esta declaración, así como los horarios y mapas de MATBUS, están disponibles en formato alternativo previa solicitud. MATBUS proporcionará adaptaciones razonables para personas con discapacidades cuando sea posible.

AVISO PÚBLICO CIUDAD DE FARGO Y CIUDAD DE MOORHEAD POLÍTICA DEL TÍTULO VI NO DISCRIMINACIÓN POR BASE DE RAZA, COLOR U ORIGEN NACIONAL EN PROYECTOS DE LA ADMINISTRACIÓN FEDERAL DE TRÁNSITO

La ciudad de Fargo y la ciudad de Moorhead reciben asistencia financiera federal del Departamento de Transporte de EE. UU. a través de la Administración Federal de Tránsito (FTA) para operaciones de tránsito, planificación y/o proyectos de capital y, por lo tanto, están sujetas a los requisitos de derechos civiles del Título VI.

El siguiente es un resumen de dichos requisitos del Título VI para la no discriminación en proyectos FTA que reciben esta asistencia federal.

1. Cualquier persona que sea, o busque ser, patrocinador de cualquier vehículo que sea operado como parte de un proyecto o en conjunto con él, recibirá el mismo acceso, asientos y otro trato con respecto al uso de dicho vehículo como otras personas sin distinción de su raza, color u origen nacional.

2. Ninguna persona que sea o pretenda ser empleado del patrocinador del proyecto o de los arrendatarios, concesionarios, contratistas, titulares de licencias o cualquier organización que proporcione servicios de transporte público como parte del proyecto o en conjunto con él recibirá un trato menos favorable que cualquier otro empleado o solicitante con respecto a contratación, despido, ascenso, salario o cualquier otra condición y beneficio de empleo, por motivos de raza, color u origen nacional.
3. Ninguna persona o grupo de personas será discriminado con respecto a la ruta, el horario o la calidad del servicio de transporte proporcionado como parte del proyecto por motivos de raza, color u origen nacional. La frecuencia del servicio, la antigüedad y la calidad de los vehículos asignados a las rutas, la calidad de las estaciones que prestan servicios en diferentes rutas y la ubicación de las rutas no pueden determinarse en función de la raza, el color o el origen nacional.
4. La ubicación de proyectos que requieran la adquisición de terrenos y el desplazamiento de personas de sus residencias y negocios no podrá determinarse por motivos de raza, color u origen nacional.

La ciudad de Fargo y la ciudad de Moorhead mantienen registros y otra información y presentan informes y evaluaciones de cumplimiento con respecto al Título VI según lo indicado por la FTA. Esta información puede ponerse a disposición del público previa solicitud. Las solicitudes de información sobre la ciudad de Fargo y/o la ciudad de Moorhead se pueden solicitar a Shaun Crowell, gerente de movilidad de MATBUS, ubicado en 650 23rd St N Fargo, ND 58102 o por teléfono al (701) 476-5967.

Las quejas por discriminación según el Título VI y la ADA se pueden presentar ante la ciudad de Fargo o la ciudad de Moorhead para su resolución comunicándose con Shaun Crowell, gerente de movilidad de MATBUS ubicado en 650 23rd St. N. Fargo, ND 58102 o por teléfono al (701) 476- 5967. Si el demandante no está satisfecho con la resolución de la Ciudad de Fargo o la Ciudad de Moorhead, la misma queja puede presentarse a la FTA o al Secretario de Transporte dentro de los 180 días calendario posteriores a la fecha de la supuesta discriminación. La Oficina de Derechos Civiles de FTA es:

Oficina de Derechos Civiles de la Administración Federal de Tránsito
Atención: Equipo de Quejas
Edificio Este, 5.º piso – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Los carteles de no discriminación del Título VI y todos los avisos públicos del Título VI se publican en lugares accesibles y visibles para que todos puedan verlos y leerlos.

Título VI, ADA y discriminación

Título VI, ADA y discriminación

Archivo	Tamaño Tipo
<u>Declaración de política de discriminación de Fargo</u>	339,86KB PDF
<u>Título VI Formulario de queja por discriminación según la ADA</u>	146,38KB PDF

Información del contacto

*Oficina administrativa de MATBUS
650 23rd St N
Fargo, ND 58102*

[Obtener direcciones >](#)

701.241.8140

Horas de oficina

Lunes - Viernes
7:45 am - 4:30 pm
Excepto días festivos legales

Información del contacto

*First Transit - Contratista de servicios al conductor
650 23rd St N
Fargo, ND 58102*

[Obtener direcciones >](#)

701.241.8171

Horas de oficina

Lunes - Viernes
8:00 am - 5:00 pm

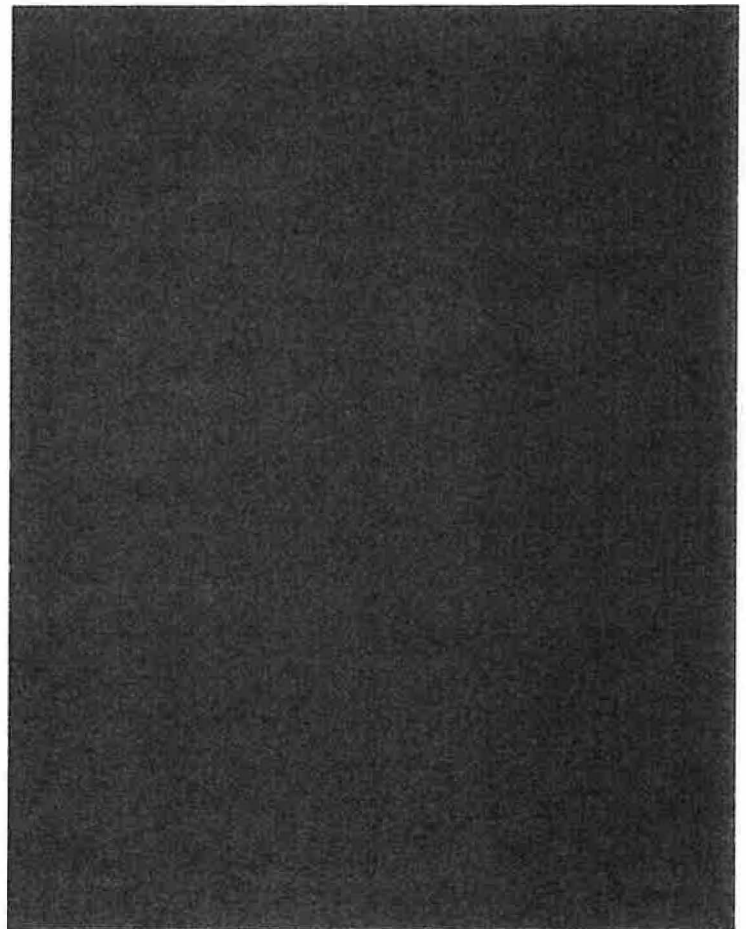


Cómo montar

Una de las mejores herramientas para los nuevos ciclistas es el video instructivo Cómo montar. Este video cubre una amplia gama de temas que ayudarán a los pasajeros a aprender a utilizar el sistema de autobús de ruta fija MATBUS. Debajo del video hay una transcripción descargable, así como una guía imprimible de una página para usar como recurso.

Para acceder rápidamente a temas individuales, haga clic en el menú a continuación. También puedes visitar la [página de Políticas](#) de MATBUS para más información. Si tiene preguntas sobre cómo viajar en MATBUS, comuníquese con uno de los miembros de nuestro equipo de despacho al [701.232.7500](tel:701.232.7500).

0.00 / 8.19



Folleto y transcripción de cómo viajar

Folleto y transcripción de cómo viajar

Archivo	Tamaño	Tipo
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Archivo	Tamaño	Tipo
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Cómo montar la transcripción del video	214,00 KB	DOC
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Folleto de como viajar	1,25MB	PDF
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Cómo utilizar la navegación por temas

[Conociendo los conceptos básicos](#) [Días y horas de funcionamiento](#) [Aprender las señales de parada de autobús](#) [Viajando por el GTC](#)

[Programas MATBUS](#) [Comprender el mapa y los horarios](#) [Embarque MATBUS](#) [Garantizando su seguridad](#)

[Transferencia entre vehículos](#) [Salida de vehículos MATBUS](#) [Llevar tu bicicleta en MATBUS](#)

Conociendo los conceptos básicos

Puedes conocer las rutas de MATBUS visitando nuestras páginas [de horarios o mapas](#). Desde aquí, puede seleccionar cada ruta para horarios y mapas individuales. También puede descargar el [mapa completo del sistema](#).

Todos los materiales impresos de MATBUS, incluidos los recursos para estudiantes, los folletos de MATBUS Connect y el mapa y los horarios completos del sistema, se pueden encontrar en el Centro de transporte terrestre o enviarse por correo si se solicita.

Planifique fácilmente sus viajes con [Trip Planner](#), alojado en Google Maps. Asegúrese de que el botón Tránsito esté seleccionado en la parte superior, luego ingrese sus puntos de partida y destino. Puede seleccionar los horarios "Salir por" o "Llegar por" para personalizar su horario y también seleccionar opciones como "Menos caminar".

Las instrucciones le mostrarán todo lo que necesita para su viaje, incluida la hora y el lugar de embarque, qué ruta tomar, traslados y cuándo y dónde desembarcar. Si tiene solicitudes de planes de viaje más detallados, comuníquese con uno de los miembros de nuestro equipo de despacho al [701.232.7500](tel:701.232.7500).

Todos los vehículos de recorrido fijo de MATBUS son accesibles y cuentan con dos espacios de sujeción para sillas de ruedas. Hay rampas disponibles para quienes utilizan dispositivos de movilidad y previa solicitud. Los conductores asegurarán todas las sillas de ruedas con un mecanismo de seguridad. Para obtener más información, visite la [página Discapacidad y accesibilidad](#).

Días y horas de funcionamiento

Horas de servicio

Lunes Viernes 6:15 am - 11:15 pm

Sábado 7:15 am - 11:15 pm

Los domingos no hay servicio de ruta fija.

Consulte los horarios para conocer las horas de inicio y finalización específicas, ya que pueden variar según la ruta. Para cualquier cambio temporal en el horario de servicio, consulte [MATBUS News](#).

Los autobuses no circulan en estos días festivos:

Día de Año Nuevo
Día de los Caídos
4 de julio
Día del Trabajo
Día de Acción de Gracias
Día de Navidad

MATBUS finaliza su servicio antes de tiempo en Nochebuena.

Algunas rutas tienen diferentes niveles de servicio según los calendarios académicos escolares de U-Pass. La Ruta 2 cuenta con servicio adicional en horario de tarde durante el curso académico. Las rutas de circulación del campus de NDSU (31, 32, 33, 34 y TapRide) funcionan únicamente durante el año académico y suspenden el servicio durante los días festivos del campus. Estas fechas están listadas en el [Calendario](#).

Aprender las señales de parada de autobús

Las señales de parada de MATBUS identifican los lugares en los que el autobús se detendrá para recoger o dejar a los pasajeros. Los letreros de Fargo también se usan en West Fargo y los letreros de Moorhead también se usan en Dilworth. Hay señales de NDSU en las rutas del campus de NDSU. Los letreros de LinkFM se colocan en todas las paradas atendidas por esa ruta de circulación del centro.



Fargo



Moorhead



NDSU



LinkFM

Señales de parada de autobús MATBUS

Viajando por el GTC

El Centro de Transporte Terrestre (GTC), ubicado en 502 NP Avenue en Fargo, sirve como centro para las operaciones de autobuses. En el GTC, los miembros del equipo de despacho ayudan a los pasajeros en la planificación del viaje, venden medios de tarifas, coordinan los traslados entre rutas de autobús, despachan de manera segura los autobuses que salen del GTC y ayudan a los conductores a manejar los diversos problemas que surgen en las rutas. El personal también está disponible para capacitación en bicicleta y autobús en el GTC.

Horario de atención de GTC

Lunes a viernes: 6:00 am a 11:15 pm

Sábado: 7:00 am a 11:15 pm

Los pases se pueden comprar 15 minutos después de la apertura hasta las 11:00 p. m.

*** Debido a la escasez de personal, la ventana del Centro de atención al cliente en GTC cerrará temporalmente

*** a las 7:00 p. m. todos los días. No podremos vender pases después de que se cierre la ventana. Esto comenzará el *** martes 26 de octubre de 2021 y continuará hasta nuevo aviso.

Programas MATBUS

MAT Paratransit

Un servicio puerta a puerta para personas con discapacidades que no pueden utilizar los servicios de ruta fija de MATBUS sin asistencia. Para obtener más información y ver el proceso de solicitud, visite la [página de MAT Paratransit](#). También puede llamar a MAT Paratransit Dispatch al [701.232.7500](tel:7012327500) opción 2.

FM Ride Source

Un recurso para servicios de transporte del área para personas con discapacidades y mayores de 60 años. Los detalles se pueden encontrar en el [sitio web de FM Ride Source](#).

Comprender el mapa y los horarios

En el mapa, cada ruta de autobús tiene un color y un número únicos. Varios destinos comunes tienen su logotipo destacado en nuestro mapa. Los refugios, los centros de transferencia y las paradas de autobús designadas se indican mediante símbolos.


En la parte superior de cada horario, se enumeran el número de ruta y las ubicaciones comunes. Los encabezados de las columnas muestran ubicaciones clave y se enumeran en el orden en que viaja el autobús.

En la esquina superior izquierda del horario, un gráfico dentro de un diamante negro indica la ubicación desde donde se concentra la ruta (es decir, una ruta que comienza y termina en el Centro de Transporte Terrestre, como se muestra a continuación).

Encima de cada columna hay una letra dentro de un círculo que corresponde a la misma ubicación en el mapa. Debajo de los encabezados se encuentran los horarios en los que el autobús viaja por esos lugares.

Leyendo de izquierda a derecha, encuentre la ubicación más cercana a usted. Siga la columna hacia abajo para determinar la hora a la que llegará el autobús a ese lugar en particular.

La hora indicada en el horario es la más temprana que llegará un autobús a ese lugar. Si aborda la ruta en una parada de autobús que no figura en el horario, consulte la hora que figura antes del lugar de abordaje y utilícela como hora de su parada.

 11 GTC, Sanford, Washington Elementary, VA Hospital, Hornbacher's, Fargo North High								
GTC	Sanford (northbound)	Washington Elementary	VA Hospital	Gate City Bank	Fargo North	Broadway N. & 15th Ave.	Sanford (southbound)	GTC
T A	B	C	D	T E	F	G	H	T A
6:15	6:18	6:22	6:26	6:30	6:31	6:32	6:36	6:41

Ejemplo de encabezado de horario

Embarque MATBUS

Debes estar en una parada de autobús cuando esperes el autobús. Nuestros autobuses pararán en todas las señales y marquesinas de MATBUS a lo largo de su recorrido cuando un pasajero salude. Si está parado en un refugio o edificio, bájese cuando se acerque un autobús para que el conductor pueda verlo.

Las rutas *sólo* pararán en las paradas de autobús designadas. Están señalizados con un símbolo en el mapa y una señal de stop de MATBUS en el lugar de embarque. Para conocer las ubicaciones de las paradas más actualizadas, visite nuestras páginas [de horarios o mapas](#).

Antes de subir al autobús, verifique el número de ruta y los destinos que se muestran en los carteles de marquesina (ubicados en la parte delantera del autobús y en el lado del pasajero). Varias rutas de autobús diferentes pueden viajar por la misma carretera.

Espere hasta que salgan otros pasajeros antes de abordar.

A los pasajeros que utilicen un dispositivo de movilidad se les permitirá entrar o salir del vehículo primero. Los pasajeros deben solicitar adaptaciones, como extender la rampa o arrodillarse en el autobús.

Garantizando su seguridad

Tenga cuidado al entrar y salir del autobús, especialmente durante las inclemencias del tiempo.

Objetos como sillas de ruedas, cochecitos, andadores, carritos de compras, etc., no deben bloquear los pasillos.

Los paquetes dejados en el autobús pueden almacenarse en objetos perdidos y encontrados. MATBUS se reserva el derecho de deshacerse de cualquiera o todos los elementos que se dejen desatendidos.

El uso de comportamiento amenazante o lenguaje vulgar resultará en que se le pedirá que baje del autobús o del GTC.

Transferencia entre vehículos

Es posible que deba realizar transferencias entre rutas para llegar a su destino final. Las transferencias son gratuitas entre todas las rutas de MATBUS (excluyendo LinkFM) y se aceptan en cualquier ubicación a lo largo de la ruta, así como en los principales centros de transferencia (enumerados a continuación). Todos los traslados son válidos por 90 minutos.

Si paga en efectivo y necesita hacer transbordo, debe solicitar un boleto de transbordo al conductor al abordar el autobús. Las transferencias no se imprimirán al bajar del autobús. Cuando suba al segundo autobús, coloque el boleto de transferencia en la ranura en la parte superior de la caja de tarifas. Si paga con tarjeta, su transferencia está integrada y puede pasar su tarjeta en el siguiente autobús sin deducir una tarifa adicional. Si paga con la aplicación, deberá "comprar" una transferencia gratuita cuando active su billete. Luego, active ese código de barras de transferencia en tu próximo autobús.

Si su destino es un centro de transferencia, su viaje se considerará completo; por lo tanto, deberá pagar el viaje de regreso.

Los principales centros de transferencia se identifican en el mapa y en el horario mediante un círculo blanco con una "T" roja en el medio.

- Centro de transporte terrestre (GTC)
- Centro comercial West Acres
- NDSU Transit Hub
- Courtyard by Marriott - Moorhead
- Dilworth Walmart

Salida de vehículos MATBUS

Una cuadra antes de querer salir del autobús, jale el timbre ubicado cerca de la ventana. El conductor le dejará en la siguiente parada de autobús designada.

Recuerda llevar todas tus pertenencias contigo.

Piense en "seguridad". Espere a que el autobús avance antes de cruzar la calle.

Llevar tu bicicleta en MATBUS

Todos los vehículos de recorrido fijo de MATBUS llevan en sus portabicicletas hasta tres bicicletas. Las bicicletas se acomodarán por orden de llegada.

Siempre dígame al conductor del autobús antes de pararse frente al autobús para cargar o descargar su bicicleta. MATBUS no se hace responsable de los daños personales que sufran los ciclistas que estén cargando o descargando bicicletas, ni de los daños al equipo de los ciclistas.

Para obtener más información sobre cómo llevar tu bicicleta en MATBUS, visita la [página Bike & Ride](#).

Attachment D

CITY OF FARGO TRANSIT**POLICIES AND PROCEDURES**

TITLE: Limited English Proficiency (Plan for the provision
Of Services to Persons with Limited English
Proficiency) LEP

PAGE

1 of 3

DATE: Updated 5/14/2024

I. POLICY

The City of Fargo Transit recognizes its legal obligation to be in compliance with Title VI of the Civil Rights Act of 1964 that prohibits discrimination for any of its services on the basis of National Origin as evidenced by limited English proficiency. This policy is to ensure that language will not prevent staff from communicating effectively with LEP persons and that limited English proficiency will not prevent persons from accessing important programs and information; understanding rules, participation in proceedings or programs, and meetings. Any individual requiring a special accommodation to allow access or participation at meetings or events is asked to notify the LEP/ADA Coordinator of their needs at least five working days prior to the event.

The City of Fargo Transit ADA Coordinator, Shaun Crowell is located at the Metro Transit Garage 650 23rd St. N. Fargo, ND 58102.

The City of Fargo ADA Coordinator, Bekki Majerus is located in the Buildings and Ground Department, City Hall, 225 4th St. N. Fargo ND 58102 and can be reached by phone at (701) 476-4064. The City also recognizes the responsibility to serve fairly and equally all eligible residents of the City of Fargo.

II. WHO IS LIMITED ENGLISH PROFICIENT (LEP)?

LEP individuals do not speak English as their primary language and have a limited ability to read, write, speak, or understand English.

- Many LEP persons are in the process of learning English and may read, write, speak, and/or understand some English, but not proficiently.
- LEP status may be context-specific – an individual may have sufficient English language skills to communicate basic information (name, address etc.) but may not have sufficient skills to communicate detailed information (e.g., medical information, eyewitness accounts, information elicited in an interrogation, etc.) in English.

III. DETERMINATION OF CITY OF FARGO'S OBLIGATION TO PROVIDE LEP SERVICES

The City of Fargo Transit will consider four factors in determining its obligation to provide LEP services:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity or service of the recipient or grantee;
2. The frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the recipient to people's lives; and
4. The resources available to the recipient and costs.

Reviewed/Updated 5/14/2024

IV. **BACKGROUND**

- Federal law prohibits national origin discrimination and requires meaningful access to LEP persons, in federal and federally assisted programs and activities.
- Currently the City of Fargo provides transit brochures and route information in Spanish when requested and will continue to strive forward to provide needed information for all English as a Second Language individuals as needed.
- Language Link will assist the City of Fargo Transit in securing translators in other languages for individuals to access important programs and information, understand rules, and participate in proceedings or programs, and meetings. If the City of Fargo Transit determines that LEP services are to be provided to enable access to City services and/or programs, it will be the responsibility of the City of Fargo Transit to pay for translation services and not the person requesting such service. It is impossible to provide brochures or interpreters for the City in every language needed on a regular basis, but every effort will be made to meet language translation needs.
- Staff reviewed the most recent data from United States Census Bureau and determined 9.5% of the population speak a language other than English. 5,365 have limited English proficiency; that is, they speak English “less than very well.” It is believed that, given Fargo’s role as a refugee settlement community, the numbers of persons speaking English “less than very well” are often higher than reported by the Census. (Statistics referenced from data included in the MATBUS LAP)
- A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to City services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.
- Although there is a low percentage of LEP individuals in the City service area, that is, persons who speak English “less than very well”, we will strive to offer the following measures: The City staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English. The following resources will be made available to accommodate LEP persons:
 - Paid interpreters for many world languages are available through Language Link.
- How City of Fargo Transit staff may identify an LEP person who needs language assistance:
 - Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.

- City of Fargo Transit staff will be provided with “I Speak” cards to assist in identifying the language interpretation needed if the occasion arises.
- City of Fargo Transit staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year. This is typically done when doing the annual Title VI/ADA training.
- When the City of Fargo Transit sponsors an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee’s ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.

Revised: December 17, 2009

Revised: March 30, 2010

Revised: January 21, 2011

Revised: November 1, 2016

Revised: January 4, 2022

Reviewed/Updated: September 7, 2022

Reviewed/Updated: March 20, 2024

Reviewed/Updated: May 14, 2024

Reviewed/Updated: September 9, 2024

Attachment E

Language Access Plan (LAP) for MATBUS

Plan reviewed/updated:

3/24/22, 9/7/22, 1/23/24, 9/9/24, 7/14/25

Introduction and Purpose

MATBUS is the public transportation system serving the communities of Fargo and West Fargo, ND, and Moorhead and Dilworth, MN. MATBUS provides convenient, cost-effective city transportation throughout the metro area with 24 fixed routes, linking riders to employment, education, healthcare, entertainment, and more.

MATBUS is committed to complying with all civil rights laws, including Title VI of the Civil Rights Act of 1964 (Title VI), which requires us to ensure individuals with limited English proficiency (LEP) have meaningful access to our services. The term LEP refers to individuals who have a limited ability to read, write, or understand English.

The purpose of this plan is to make reasonable efforts to eliminate or reduce barriers to MATBUS services. This plan sets forth standards, operating principles, and guidelines that govern the delivery of language appropriate services.

This plan is a management document that outlines how MATBUS defines tasks, sets deadlines and priorities, assigns responsibility and allocates the resources necessary to maintain compliance with language access requirements.

The Plan is updated periodically, most often prior to a Triennial or any other changes related to LEP persons served by MATBUS. Monitoring feedback received from staff and other situations as they may occur is evaluated and taken into consideration when updating this plan.

In order to prepare this plan, MATBUS used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by MATBUS
2. The frequency with which LEP persons come in contact with MATBUS services.
3. The nature and importance of services provided by MATBUS to the LEP population.
4. The interpretation services available to MATBUS and overall cost to provide LEP assistance.

A summary of the results of the four-factor analysis is in the following section.

1. The number or proportion of LEP persons in the service area who may be served by MATBUS

MATBUS provides safe reliable transportation to the cities of Fargo, West Fargo, Moorhead, and Dilworth. We did a self-assessment to determine what type of contact MATBUS has with the LEP population; we then developed a language access policy to implement the plan and procedures.

The most recent Population Composition and Percentage Change by Race and Ethnicity, by the United States Census Bureau estimates as of 2022:

English only 88.9%
Spanish 1.8%

Other Indo-European Languages 3.8%
 Asian and Pacific Islander languages 2.0%
 Other languages 3.4%

Data provided by the United States Census Bureau.

Language Spoken at Home

11.1% ± 2.0%

Language Other Than English Spoken at Home in Fargo city, North Dakota

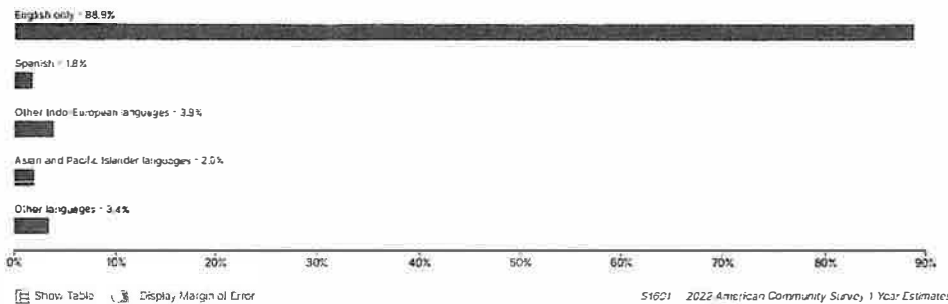
7.1% ± 0.6%

Language Other Than English Spoken at Home in North Dakota

S1601 2022 American Community Survey 1 Year Estimates

Types of Language Spoken at Home in Fargo city, North Dakota

Share / Embed



Race and Ethnicity

American Indian and Alaska Native	2,012
Asian	5,173
Black or African American	11,033
Hispanic or Latino	4,670
Native Hawaiian and Other Pacific Islander	93
Not Hispanic or Latino	98,062
Some Other Race	1,511
Two or More Races	6,729
White	99,439

2. The frequency with which LEP persons come in contact with MATBUS services.

MATBUS employees have limited requests for interpreters and very few requests for documents translated into a language other than English.

3. The nature and importance of services provided by MATBUS to the LEP population.

There is no large geographic concentration of any type of LEP individuals in the Fargo-Moorhead Metropolitan Statistical Area. The overwhelming majority of the population in the MSA, 88.9%, speak only English. MATBUS staff are most likely to contact LEP individuals through the following:

The LEP community may interact with MATBUS staff while at the Ground Transportation Center (GTC), while riding the Fixed Route buses, Paratransit, or at the Metro Transit Garage (MTG).

GTC: This is the main hub for passengers to make transfers, purchase fare media, or ask MATBUS personnel with assistance with their trips.

Fixed Route: MATBUS has routes throughout the metro area including many institutions that serve the LEP community.

Paratransit: Is a demand response system, providing door through door service for people with disabilities and the elderly that cannot navigate the Fixed Route systems.

MTG: The administrative offices for MATBUS and houses the Fixed Route and Paratransit vehicles. Members of the LEP community may interact with MATBUS staff to do a variety of business.

4. The resources available to MATBUS and overall costs to provide LEP assistance.
MATBUS reviewed its available resources that could be used for providing LEP assistance.

Website

A main resource for members of the community is the MATBUS website. The MATBUS website utilizes Google Translate and can convert the text on the website to the language desired by the user.

I Speak Cards

In order to be able to provide language assistance we need to identify who needs the assistance. MATBUS will use the language identification cards to invite LEP persons to identify their own language needs.

Language Link

The City of Fargo Transit utilizes the services of Language Link for Interpreter needs. Employees may call 1-888-338-7394, enter the account number, and select the language they need and interpreter for.

Vital Documents

We have translated our vital documents into Spanish and Somali, and have the certification from Language Link. The two documents are the Public Notice of Non-Discrimination, and the Title VI/ADA Discrimination complaint form. We will consider other requests on a case-by-case basis.

“Vital” depends upon the importance of the program, information, encounter, or service involved, and/or the consequence to the LEP community and if the information in question is provided in an accurate or timely manner. The determination of what documents are considered “vital” is left to the discretion of the individuals involved, which are in the best position to evaluate their circumstances, service, and resources.

Language Assistance Measures

The type of language assistance necessary to provide meaningful access will vary depending on the type of communication staff is having with the LEP person (e.g. phone, in person or written communication) and in some circumstances more than one method will work. We recognize the importance of providing language assistance services in a timely manner and in an appropriate place. Failure to do so may effectively delay or deny LEP passengers to our services.

LEP persons are notified about the availability of language assistance by front-line staff.

Staff Responsibilities Regarding LEP Policies and Procedures

MATBUS staff will take reasonable steps to provide language assistance services to LEP individuals when they encounter or have reason to believe they may encounter LEP individuals.

Point of First Contact / Language Assistance Services by language

At the point of first contact with an LEP individual, staff should make reasonable efforts to conduct or arrange for an initial assessment of the need for language assistance services. If needed, staff should make reasonable efforts to obtain such services to effectively communicate with the individual. Staff can determine whether a person needs language assistance in several ways:

1. Self-identification by the non-English speaker, LEP individual or companion;
2. Inquiring as to the primary language of the individual if they have self-identified as needing language assistance services.
3. Using “I Speak” language identification card or poster.
4. Use of translation device.
5. Contact Language Link at 1-888-338-7394

Staff Training

Departmental staff must know how and when to use language assistance services. For policies and procedures to be effective, MATBUS will ensure new and existing staff members periodically receive training on the content of the LAP.

Oversight of the LAP – Monitoring and Updates

- The designated staff at MATBUS will review this document periodically when updating the Title VI plan.
- As it is released, MATBUS will review new demographic data and will update the plan as needed.
- As new technology becomes available, it will be reviewed for possible inclusion into the plan as needed.
- As new services become available, MATBUS will determine if the plan needs to be updated.
- Determine whether MATBUS’s financial resources are sufficient to fund language assistance resources needed.
- Determine where MATBUS fully complies with the goals of this LAP Plan.
- Determine whether complaints have been received concerning MATBUS’s failure to meet the needs of LEP individuals.
- Maintain a Title VI complaint log, including LEP to determine issues and basis of complaints.
- Other situations that may arise which may affect the LEP community and their access to MATBUS services.

Attachment F

Attachment G

Service Standards for Transit Providers

Vehicle Load

The vehicle load for each vehicle shall not exceed its respective capacity.

Fixed Route Fleet

1174: New Flyer Low Floor 29 seated+36 standing - 2 wheelchair with loss of 9 seats

1184, 1185, 1186, 1187, 1188: New Flyer Low Floor 29 seated+36 standing - 2 wheelchair with loss of 9 seats

1195, 1196, 1197, 1198, 1199: New Flyer Low Floor 29 seated+36 standing - 2 wheelchair with loss of 9 seats

1200, 1201: New Flyer Low Floor 29 seated+36 standing - 2 wheelchair with loss of 9 seats

1220, 1221, 1222, 1223: New Flyer Xcelsior 39 seated+41 standing - 2 Wheelchair with loss of 8 seats

4151, 4152: New Flyer Xcelsior 38 seated+41 standing - 2 Wheelchair with loss of 6 seats

4171, 4172: New Flyer Xcelsior 31 seated+33 standing - 2 wheelchair with loss of 7 seats

4181, 4182, 4183, 4184, 4185, 4186, 4187: Xcelsior 31 seated+33 standing - 2 wheelchair with loss of 7 seats

4241, 4242, 4243, 4244, 4245, 4247, 4248, 4249 New Flyer 35XD 32 seated + 33 standing – 2 wheelchairs with loss of 6 seats

Paratransit Fleet

8171, 8172: Ford E-450 14 Seats + Driver, 4 Wheelchair

8201 : Ford E450 12 Seats + Driver, 3 Wheelchairs

8202: Ford Transit 350 10 Seats

8212, 8213: Ford E450 10 Seats + Driver, 3 Wheelchairs

8231, 8232, 8233, 8234: Elkhart ECII 10 Seats + Driver, 3 Wheelchairs

8241, 8242, 8243: Ford Transit 350 10 Seats + Driver, 1 Wheelchair

Vehicle Headway

Vehicle Headway for each route is as follows:

Route 11 Monday - Friday: 30 minutes
 Saturday: 30 minutes

Route 13	Monday - Friday: 30 minutes Saturday: 30 minutes
Route 13U	Monday - Friday: 30 minutes
Route 14	Monday - Friday: 30 minutes Saturday: 30 minutes
Route 15	Monday - Friday: 15 minutes (Evening service runs every 30 minutes) Saturday: 30 minutes
Route 16	Monday - Friday: 60 minutes Saturday: 60 minutes
Route 17	Monday - Friday: 60 minutes Saturday: 60 minutes
Route 18	Monday - Friday: 60 minutes Saturday: 60 minutes
Route 20	Monday - Friday: 60 minutes Saturday: 60 minutes
Route 24	Monday - Friday: 60 minutes Saturday: 60 minutes
Route 31	Monday - Friday: 20 minutes
Route 33	Monday - Friday: 10 minutes
Route 34	Monday - Friday: 20 minutes

On-Time Performance

The transit schedules are planned so that no vehicle should arrive at its timepoint any sooner than the posted time, and no later than five minutes past its posted time.

Performance measures are tracked for every route in the system through Operations Reports

Service Availability

Passengers may board or deboard the vehicle at any corner or T intersection along a route where it is safe to do so. The vehicle will not stop in a turning lane if it is not turning, and will instead stop just before the lane or on the other side of the intersection. Stop locations are specifically signed.

Attachment H

Service Policies for Transit Providers

Transit Amenities

MATBUS operates only one mode of transit (local bus service). Amenities include access to the Ground Transportation Center (GTC) in downtown Fargo, ND (facility with restrooms, seating and vending machines), and benches and shelters along the routes. Current shelters are marked on the bus schedule with an icon.

Criteria for Site Selection

The following criteria established in 1994 were applied for selecting shelter locations along transit routes. The higher the number of criteria met, the higher priority the location received.

1. Open space where elements are extremely adverse and affect the use of system. In other words, the area would generate riders except that for poor bus stop conditions.
2. Commercial areas such as shopping malls or business districts where frequent stops are not desired due to high vehicle traffic. The shelter "steers" passengers to designated stop location. Also where parking space is limited and there is a need to reduce automobile traffic.
3. Elderly and disabled housing facilities where direct service is not warranted or location is not conducive for direct service. This clientele are more adversely affected by weather conditions. Providing a shelter can make the fixed route usable for some who would normally require door-to-door paratransit service.
4. Educational institutions where parking is limited and high transit usage is desired.
5. High density areas such as apartment complexes and dormitories.
6. Government or public buildings.
7. Medical facilities.
8. High ridership (more than 10 people per day).
9. Low income residential area.

Benches are placed at the discretion of the bench contractor, with advisement from MATBUS on the above criteria.

Vehicle Assignment

All vehicle in the fleet are low floor with wheelchair ramps, and operate with climate control and automated announcements.

Attachment I

Submission of annual certifications and assurances: Please refer to the most recent certifications and assurance on TrAMS.

Attachment J

RACE



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Label	Fargo city, North Dakota		Fargo, ND-MN Metro Area	
	Estimate	Margin of Error	Estimate	Margin of Error
▼ Total:	125,040	±2,398	245,471	±4,444
White alone	104,856	±3,391	213,859	±841
Black or African American alone	9,867	±2,382	14,981	±570
American Indian and Alaska Native alone	1,840	±900	3,546	±1,038
Asian alone	5,410	±1,005	7,426	±588
Native Hawaiian and Other Pacific Islander alone	0	±161	0	±198
Some other race alone	451	±410	875	±466
▼ Two or more races:	2,616	±981	4,784	±1,408
Two races including Some other race	0	±161	114	±144
Two races excluding Some other race, and three or more races	2,616	±981	4,670	±1,361



Search



All

Tables

Maps

Profiles

Pages



Populations and People



Income and Poverty



Education



Employment



Housing



Health



Families and Living Arrangements



Language Spoken at Home

11.1% \pm 2.0%

Language Other Than English Spoken at Home in Fargo city, North Dakota

7.1% \pm 0.6%

Language Other Than English Spoken at Home in North Dakota

S1601 · 2022 American Community Survey 1-Year Estimates

Types of Language Spoken at Home

in Fargo city, North Dakota

[Share / Embed](#)

English only - 88.9%



Spanish - 1.8%



Other Indo-European languages - 3.8%



Asian and Pacific Islander languages - 2.0%



Other languages - 3.4%



0% 10% 20% 30% 40% 50% 60% 70% 80% 90%

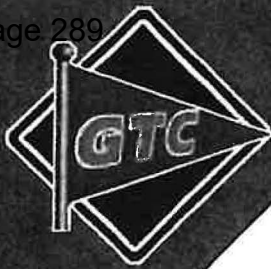


Show Table



Display Margin of Error

S1601 · 2022 American Community Survey 1-Year Estimates



11

GTC, Sanford, VA Hospital, Hornbacher's, Fargo North

Shaded areas do not run on Saturdays.

GTC	Sanford Shelter East	VA Hospital Shelter	Gate City Bank Shelter	Fargo North High School	Sanford Shelter West	GTC
(T) (A)	(B)	(C)	(D)	(E)	(F)	(T) (A)
6:15	6:18	6:27	6:28	6:29	6:32	6:40
6:45	6:48	6:57	6:58	6:59	7:02	7:10
7:15	7:18	7:27	7:28	7:29	7:32	7:40
7:45	7:48	7:57	7:58	7:59	8:02	8:10
8:15	8:18	8:27	8:28	8:29	8:32	8:40
8:45	8:48	8:57	8:58	8:59	9:02	9:10
9:15	9:18	9:27	9:28	9:29	9:32	9:40
9:45	9:48	9:57	9:58	9:59	10:02	10:10
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10:45	10:48	10:57	10:58	10:59	11:02	11:10
11:15	11:18	11:27	11:28	11:29	11:32	11:40
11:45	11:48	11:57	11:58	11:59	12:02	12:10
12:15	12:18	12:27	12:28	12:29	12:32	12:40
12:45	12:48	12:57	12:58	12:59	1:02	1:10
1:15	1:18	1:27	1:28	1:29	1:32	1:40
1:45	1:48	1:57	1:58	1:59	2:02	2:10
2:15	2:18	2:27	2:28	2:29	2:32	2:40
2:45	2:48	2:57	2:58	2:59	3:02	3:10
3:15	3:18	3:27	3:28	3:29	3:32	3:40
3:45	3:48	3:57	3:58	3:59	4:02	4:10
4:15	4:18	4:27	4:28	4:29	4:32	4:40
4:45	4:48	4:57	4:58	4:59	5:02	5:10
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6:15	6:18	6:27	6:28	6:29	6:32	6:40
6:45	6:48	6:57	6:58	6:59	7:02	7:10
7:45	7:48	7:57	7:58	7:59	8:02	8:10
8:45	8:48	8:57	8:58	8:59	9:02	9:10
9:45	9:48	9:57	9:58	9:59	10:02	10:10

Evening Service is Hourly



13

GTC, Klai Hall, Barry Hall, Roosevelt, Hornbacher's, U32 Apartments,
NDSCS, SHAC, Memorial Union, Family Fare, Renaissance Hall

Shaded areas do not run on Saturdays.

GTC	Barry Hall	Minard Pullout East	SHAC Shelter	NDSU Transit Hub	Roosevelt Park Shelter	Fargo North High School	Northport Shelter	U32 Apartments	SHAC Shelter	NDSU Transit Hub	Family Fare Shelter	Renaissance Hall	GTC
(T) A	B	C	D	(T) E	F	G	H	I	(T) J	K	L	M	(T) A
6:15	6:20	6:25	6:29	6:35	6:37	6:42	6:43	6:47	6:54	7:00	7:03	7:06	7:10
6:45	6:50	6:55	6:59	7:05	7:07	7:12	7:13	7:17	7:24	7:30	7:33	7:36	7:40
7:15	7:20	7:25	7:29	7:35	7:37	7:42	7:43	7:47	7:54	8:00	8:03	8:06	8:10
7:45	7:50	7:55	7:59	8:05	8:07	8:12	8:13	8:17	8:24	8:30	8:33	8:36	8:40
8:15	8:20	8:25	8:29	8:35	8:37	8:42	8:43	8:47	8:54	9:00	9:03	9:06	9:10
8:45	8:50	8:55	8:59	9:05	9:07	9:12	9:13	9:17	9:24	9:30	9:33	9:36	9:40
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9:45	9:50	9:55	9:59	10:05	10:07	10:12	10:13	10:17	10:24	10:30	10:33	10:36	10:40
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12:45	12:50	12:55	12:59	1:05	1:07	1:12	1:13	1:17	1:24	1:30	1:33	1:36	1:40
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8:15	8:20	8:25	8:29	8:35	8:37	8:42	8:43	8:47	8:54	9:00	9:03	9:06	9:10
9:15	9:20	9:25	9:29	9:35	9:37	9:42	9:43	9:47	9:54	10:00	10:03	10:06	10:10

Evening service is hourly.



14

Prairie, Island Park, Sanford, Kmart, Family Fare, Essentia,
Rasmussen College, West Acres, YMCA, Hornbacher's, Courthouse

Shaded areas do not run on Saturdays.

GTC	Fargo High Rise Shelter	25th Ave S Shelter	Essentia Shelter	33rd St S Shelter	32nd St S Shelter	West Acres Shelter	Essentia Shelter	YMCA Shelter	25th Ave S Shelter	Sanford Shelter	Courthouse Shelter	PeopleReady	GTC
(T)A	(B)	(C)	(D)	(E)	(F)	(T)G	(H)	(I)	(J)	(K)	(L)	(M)	(T)A
—	—	—	—	—	—	—	6:10	6:15	6:28	6:31	6:36	6:38	6:40
—	—	—	6:10	6:11	6:12	6:30	6:40	6:45	6:58	7:01	7:06	7:08	7:10
6:15	6:17	6:28	6:40	6:41	6:42	7:00	7:10	7:15	7:28	7:31	7:36	7:38	7:40
6:45	6:47	6:58	7:10	7:11	7:12	7:30	7:40	7:45	7:58	8:01	8:06	8:08	8:10
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7:15	7:17	7:28	7:40	7:41	7:42	8:00	8:10	8:15	8:28	8:31	8:36	8:38	8:40
8:15	8:17	8:28	8:40	8:41	8:42	9:00	9:10	9:15	9:28	9:31	9:36	9:38	9:40
9:15	9:17	9:28	9:40	9:41	9:42	10:00	10:10	—	—	—	—	—	—

The first trip EASTBOUND to GTC starts at Essentia Health at 6:10 a.m. Monday-Friday & 7:10a.m. on Saturday.

The first trip WESTBOUND to West Acres starts at Essentia Health Shelter at 6:10 a.m. Monday-Friday (Does not run on Saturday)

The last trip of Route 14 ends at Essentia at 10:10 p.m. Monday - Saturday

Evening Service is Hourly



Shaded areas do not run on Saturdays.

GTC	Holiday Shelter	Bethany Shelter	Agassiz School Shelter	CVS Shelter	Wendy's Shelter	West Acres Shelter	Target Shelter	Walmart Shelter	West Acres Shelter	Ball State Bank Shelter	Courthouse Shelter	PeopleReady	GTC
T A	B	C	D	E	T F	G	H	T I	J	K	L	M	T A
—	—	—	—	—	—	—	—	6:14	6:23	6:27	6:36	6:37	6:40
6:15	6:18	6:19	6:21	6:25	6:27	6:36	6:40	6:44	6:53	6:57	7:06	7:07	7:10
6:45	6:48	6:49	6:51	6:55	6:57	7:06	7:10	7:14	7:23	7:27	7:36	7:37	7:40
7:15	7:18	7:19	7:21	7:25	7:27	7:36	7:40	7:44	7:53	7:57	8:06	8:07	8:10
7:45	7:48	7:49	7:51	7:55	7:57	8:06	8:10	8:14	8:23	8:27	8:36	8:37	8:40
8:15	8:18	8:19	8:21	8:25	8:27	8:36	8:40	8:44	8:53	8:57	9:06	9:07	9:10
8:45	8:48	8:49	8:51	8:55	8:57	9:06	9:10	9:14	9:23	9:27	9:36	9:37	9:40
9:15	9:18	9:19	9:21	9:25	9:27	9:36	9:40	9:44	9:53	9:57	10:06	10:07	10:10
9:45	9:48	9:49	9:51	9:55	9:57	10:06	10:10	10:14	10:23	10:27	10:36	10:37	10:40
10:00	10:03	10:04	10:06	10:10	10:12	10:21	10:25	10:29	10:38	10:42	10:51	10:52	10:55
10:15	10:18	10:19	10:21	10:25	10:27	10:36	10:40	10:44	10:53	10:57	11:06	11:07	11:10
10:30	10:33	10:34	10:36	10:40	10:42	10:51	10:55	10:59	11:08	11:12	11:21	11:22	11:25
10:45	10:48	10:49	10:51	10:55	10:57	11:06	11:10	11:14	11:23	11:27	11:36	11:37	11:40
11:00	11:03	11:04	11:06	11:10	11:12	11:21	11:25	11:29	11:38	11:42	11:51	11:52	11:55
11:15	11:18	11:19	11:21	11:25	11:27	11:36	11:40	11:44	11:53	11:57	12:06	12:07	12:10
11:30	11:33	11:34	11:36	11:40	11:42	11:51	11:55	11:59	12:08	12:12	12:21	12:22	12:25
11:45	11:48	11:49	11:51	11:55	11:57	12:06	12:10	12:14	12:23	12:27	12:36	12:37	12:40
12:00	12:03	12:04	12:06	12:10	12:12	12:21	12:25	12:29	12:38	12:42	12:51	12:52	12:55
12:15	12:18	12:19	12:21	12:25	12:27	12:36	12:40	12:44	12:53	12:57	1:06	1:07	1:10
12:30	12:33	12:34	12:36	12:40	12:42	12:51	12:55	12:59	1:08	1:12	1:21	1:22	1:25
12:45	12:48	12:49	12:51	12:55	12:57	1:06	1:10	1:14	1:23	1:27	1:36	1:37	1:40
1:00	1:03	1:04	1:06	1:10	1:12	1:21	1:25	1:29	1:38	1:42	1:51	1:52	1:55
1:15	1:18	1:19	1:21	1:25	1:27	1:36	1:40	1:44	1:53	1:57	2:06	2:07	2:10
1:30	1:33	1:34	1:36	1:40	1:42	1:51	1:55	1:59	2:08	2:12	2:21	2:22	2:25
1:45	1:48	1:49	1:51	1:55	1:57	2:06	2:10	2:14	2:23	2:27	2:36	2:37	2:40
2:00	2:03	2:04	2:06	2:10	2:12	2:21	2:25	2:29	2:38	2:42	2:51	2:52	2:55
2:15	2:18	2:19	2:21	2:25	2:27	2:36	2:40	2:44	2:53	2:57	3:06	3:07	3:10
2:30	2:33	2:34	2:36	2:40	2:42	2:51	2:55	2:59	3:08	3:12	3:21	3:22	3:25
2:45	2:48	2:49	2:51	2:55	2:57	3:06	3:10	3:14	3:23	3:27	3:36	3:37	3:40
3:00	3:03	3:04	3:06	3:10	3:12	3:21	3:25	3:29	3:38	3:42	3:51	3:52	3:55
3:15	3:18	3:19	3:21	3:25	3:27	3:36	3:40	3:44	3:53	3:57	4:06	4:07	4:10
3:30	3:33	3:34	3:36	3:40	3:42	3:51	3:55	3:59	4:08	4:12	4:21	4:22	4:25
3:45	3:48	3:49	3:51	3:55	3:57	4:06	4:10	4:14	4:23	4:27	4:36	4:37	4:40
4:00	4:03	4:04	4:06	4:10	4:12	4:21	4:25	4:29	4:38	4:42	4:51	4:52	4:55
4:15	4:18	4:19	4:21	4:25	4:27	4:36	4:40	4:44	4:53	4:57	5:06	5:07	5:10
4:30	4:33	4:34	4:36	4:40	4:42	4:51	4:55	4:59	5:08	5:12	5:21	5:22	5:25
4:45	4:48	4:49	4:51	4:55	4:57	5:06	5:10	5:14	5:23	5:27	5:36	5:37	5:40
5:00	5:03	5:04	5:06	5:10	5:12	5:21	5:25	5:29	5:38	5:42	5:51	5:52	5:55
5:15	5:18	5:19	5:21	5:25	5:27	5:36	5:40	5:44	5:53	5:57	6:06	6:07	6:10
5:30	5:33	5:34	5:36	5:40	5:42	5:51	5:55	5:59	6:08	6:12	6:21	6:22	6:25
5:45	5:48	5:49	5:51	5:55	5:57	6:06	6:10	6:14	6:23	6:27	6:36	6:37	6:40
6:15	6:18	6:19	6:21	6:25	6:27	6:36	6:40	6:44	6:53	6:57	7:06	7:07	7:10
6:45	6:48	6:49	6:51	6:55	6:57	7:06	7:10	7:14	7:23	7:27	7:36	7:37	7:40
7:15	7:18	7:19	7:21	7:25	7:27	7:36	7:40	7:44	7:53	7:57	8:06	8:07	8:10
7:45	7:48	7:49	7:51	7:55	7:57	8:06	8:10	8:14	8:23	8:27	8:36	8:37	8:40
8:15	8:18	8:19	8:21	8:25	8:27	8:36	8:40	8:44	8:53	8:57	9:06	9:07	9:10
8:45	8:48	8:49	8:51	8:55	8:57	9:06	9:10	9:14	9:23	9:27	9:36	9:37	9:40
9:15	9:18	9:19	9:21	9:25	9:27	9:36	9:40	9:44	9:53	9:57	10:06	10:07	10:10
9:45	9:48	9:49	9:51	9:55	9:57	10:06	10:10	10:14	—	—	—	—	—

The first trip of Route 15 starts at Walmart at 6:14 a.m. M-F & 7:14 a.m. on Saturday.

The last trip of Route 15 ends at Walmart at 10:14 p.m. Monday - Saturday

Evening service runs every 30 minutes.



16

GTC, Fargo High Rise, Lindenwood Park, Essentia Clinic,
Fargo South High, Cashwise, West Acres, Public Library

Shaded areas do not run on Saturdays.

GTC	Fargo High Rise Shelter	Lindenwood Park	Essentia Clinic Shelter	South High School	Cashwise (westbound)	West Acres Shelter	Cashwise (eastbound)	South High School	Essentia Clinic Shelter	Lindenwood Park	2nd St S at High Rise	Fargo Public Library	GTC
T A	B	C	D	E	F	T G	H	I	J	K	L	M	T A
—	—	—	—	—	—	6:15	6:20	6:25	6:27	6:29	6:34	6:37	6:40
6:45	6:48	6:52	6:55	6:56	7:03	7:15	7:20	7:25	7:27	7:29	7:34	7:37	7:40
7:45	7:48	7:52	7:55	7:56	8:03	8:15	8:20	8:25	8:27	8:29	8:34	8:37	8:40
8:45	8:48	8:52	8:55	8:56	9:03	9:15	9:20	9:25	9:27	9:29	9:34	9:37	9:40
9:45	9:48	9:52	9:55	9:56	10:03	10:15	10:20	10:25	10:27	10:29	10:34	10:37	10:40
10:45	10:48	10:52	10:55	10:56	11:03	11:15	11:20	11:25	11:27	11:29	11:34	11:37	11:40
11:45	11:48	11:52	11:55	11:56	12:03	12:15	12:20	12:25	12:27	12:29	12:34	12:37	12:40
12:45	12:48	12:52	12:55	12:56	1:03	1:15	1:20	1:25	1:27	1:29	1:34	1:37	1:40
1:45	1:48	1:52	1:55	1:56	2:03	2:15	2:20	2:25	2:27	2:29	2:34	2:37	2:40
2:45	2:48	2:52	2:55	2:56	3:03	3:15	3:20	3:25	3:27	3:29	3:34	3:37	3:40
3:45	3:48	3:52	3:55	3:56	4:03	4:15	4:20	4:25	4:27	4:29	4:34	4:37	4:40
4:45	4:48	4:52	4:55	4:56	5:03	5:15	5:20	5:25	5:27	5:29	5:34	5:37	5:40
5:45	5:48	5:52	5:55	5:56	6:03	6:15	6:20	6:25	6:27	6:29	6:34	6:37	6:40
6:45	6:48	6:52	6:55	6:56	7:03	7:15	7:20	7:25	7:27	7:29	7:34	7:37	7:40



17

Madison School, YWCA, Centre, Univ. Manor

	GTC	Barry Hall	Whale of a Wash Shelter	Metro Transit Garage (MTG)	New Life Center Shelter	University Manor Shelter	GTC
	(T) (A)	(B)	(C)	(D)	(E)	(F)	(T) (A)
<i>Shaded areas do not run on Saturdays.</i>	6:15	6:17	6:27	6:31	6:33	6:36	6:40
	7:15	7:17	7:27	7:31	7:33	7:36	7:40
	8:15	8:17	8:27	8:31	8:33	8:36	8:40
	9:15	9:17	9:27	9:31	9:33	9:36	9:40
	10:15	10:17	10:27	10:31	10:33	10:36	10:40
	11:15	11:17	11:27	11:31	11:33	11:36	11:40
	12:15	12:17	12:27	12:31	12:33	12:36	12:40
	1:15	1:17	1:27	1:31	1:33	1:36	1:40
	2:15	2:17	2:27	2:31	2:33	2:36	2:40
	3:15	3:17	3:27	3:31	3:33	3:36	3:40
	4:15	4:17	4:27	4:31	4:33	4:36	4:40
	5:15	5:17	5:27	5:31	5:33	5:36	5:40
	6:15	6:17	6:27	6:31	6:33	6:36	6:40
	7:15	7:17	7:27	7:31	7:33	7:36	7:40
	8:15	8:17	8:27	8:31	8:33	8:36	8:40
	9:15	9:17	9:27	9:31	9:33	9:36	9:40


18

GTC, Bethany Homes, SEHS, Avalon West,
Essentia, Hornbacher's, Microsoft, Walmart

Shaded areas do not run on Saturdays.

GTC	Holiday Shelter	Bethany Shelter	SEHS Shelter	Essentia Hospital	Hornbacher's	Walmart 52nd Ave S	Microsoft	Hornbacher's Shelter	Essentia Hospital	SEHS Shelter	PeopleReady	GTC
(T)A	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(T)A
—	—	—	—	—	6:15	6:27	6:32	6:36	6:44	6:55	7:05	7:15
6:45	6:49	6:51	6:57	7:06	7:15	7:27	7:32	7:36	7:44	7:55	8:05	8:15
7:45	7:49	7:51	7:57	8:06	8:15	8:27	8:32	8:36	8:44	8:55	9:05	9:15
8:45	8:49	8:51	8:57	9:06	9:15	9:27	9:32	9:36	9:44	9:55	10:05	10:15
9:45	9:49	9:51	9:57	10:06	10:15	10:27	10:32	10:36	10:44	10:55	11:05	11:15
10:45	10:49	10:51	10:57	11:06	11:15	11:27	11:32	11:36	11:44	11:55	12:05	12:15
11:45	11:49	11:51	11:57	12:06	12:15	12:27	12:32	12:36	12:44	12:55	1:05	1:15
12:45	12:49	12:51	12:57	1:06	1:15	1:27	1:32	1:36	1:44	1:55	2:05	2:15
1:45	1:49	1:51	1:57	2:06	2:15	2:27	2:32	2:36	2:44	2:55	3:05	3:15
2:45	2:49	2:51	2:57	3:06	3:15	3:27	3:32	3:36	3:44	3:55	4:05	4:15
3:45	3:49	3:51	3:57	4:06	4:15	4:27	4:32	4:36	4:44	4:55	5:05	5:15
4:45	4:49	4:51	4:57	5:06	5:15	5:27	5:32	5:36	5:44	5:55	6:05	6:15
5:45	5:49	5:51	5:57	6:06	6:15	6:27	6:32	6:36	6:44	6:55	7:05	7:15
6:45	6:49	6:51	6:57	7:06	7:15	7:27	7:32	7:36	7:44	7:55	8:05	8:15
7:45	7:49	7:51	7:57	8:06	8:15	8:27	8:32	8:36	8:44	8:55	9:05	9:15
8:45	8:49	8:51	8:57	9:06	9:15	9:27	9:32	9:36	9:44	9:55	10:05	10:15

The first trip of Route 18 starts across the street from Hornbacher's at 6:15 a.m. M-F & 7:15 a.m. on Saturday.


20

West Acres, ShareHouse, Wf High, Wf City Hall/Police, High Rise,
Sanford Clinic, Walmart, Cass Co. Jail, SEHS, Islamic Center

Shaded areas do not run on Saturdays.

West Acres	Cass County Jail	SEHS Shelter	Someli Business Center	Westrac Dr & 13th Ave S	Hornbacher's - Village West	West Fargo High School	West Fargo Public Library	West Fargo High Rise	Sanford West Fargo Clinic	Walmart Shelter	West Acres
(T)A	(B)	(C)	(D)	(T)E	(F)	(G)	(H)	(I)	(J)	(K)	(T)A
—	—	—	—	—	6:21	6:27	6:30	6:33	6:38	6:42	6:55
7:00	7:06	7:09	7:13	7:18	7:21	7:27	7:30	7:33	7:38	7:42	7:55
8:00	8:06	8:09	8:13	8:18	8:21	8:27	8:30	8:33	8:38	8:42	8:55
9:00	9:06	9:09	9:13	9:18	9:21	9:27	9:30	9:33	9:38	9:42	9:55
10:00	10:06	10:09	10:13	10:18	10:21	10:27	10:30	10:33	10:38	10:42	10:55
11:00	11:06	11:09	11:13	11:18	11:21	11:27	11:30	11:33	11:38	11:42	11:55
12:00	12:06	12:09	12:13	12:18	12:21	12:27	12:30	12:33	12:38	12:42	12:55
1:00	1:06	1:09	1:13	1:18	1:21	1:27	1:30	1:33	1:38	1:42	1:55
2:00	2:06	2:09	2:13	2:18	2:21	2:27	2:30	2:33	2:38	2:42	2:55
3:00	3:06	3:09	3:13	3:18	3:21	3:27	3:30	3:33	3:38	3:42	3:55
4:00	4:06	4:09	4:13	4:18	4:21	4:27	4:30	4:33	4:38	4:42	4:55
5:00	5:06	5:09	5:13	5:18	5:21	5:27	5:30	5:33	5:38	5:42	5:55
6:00	6:06	6:09	6:13	6:18	6:21	6:27	6:30	6:33	6:38	6:42	6:55
7:00	7:06	7:09	7:13	7:18	7:21	7:27	7:30	7:33	7:38	7:42	7:55
8:00	8:06	8:09	8:13	8:18	8:21	8:27	8:30	8:33	8:38	8:42	8:55
9:00	9:06	9:09	9:13	9:18	9:21	9:27	9:30	9:33	9:38	9:42	9:55

The first trip WESTBOUND starts at Hornbacher's Village W. at 6:21 a.m. Monday-Friday & 7:21a.m. on Saturday



24

West Acres, Sanford Medical Center,
Cash Wise, Bluestem Dr./26th Ave., Costco

Shaded areas do not run on Saturdays.


	West Acres	Dakota View Estates	Red River Zoo	Sanford Medical Center	Scheels Arena	Cash Wise	9th St W & 32nd Ave W	Costco	Sanford Medical	19th Ave E & Burlington Ln	West Acres Cinema	West Acres
	(T)A	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(T)A
6:30	6:32	6:35	6:40	6:45	6:48	6:55	7:04	7:10	7:15	7:19	7:25	
7:30	7:32	7:35	7:40	7:45	7:48	7:55	8:04	8:10	8:15	8:19	8:25	
8:30	8:32	8:35	8:40	8:45	8:48	8:55	9:04	9:10	9:15	9:19	9:25	
9:30	9:32	9:35	9:40	9:45	9:48	9:55	10:04	10:10	10:15	10:19	10:25	
10:30	10:32	10:35	10:40	10:45	10:48	10:55	11:04	11:10	11:15	11:19	11:25	
11:30	11:32	11:35	11:40	11:45	11:48	11:55	12:04	12:10	12:15	12:19	12:25	
12:30	12:32	12:35	12:40	12:45	12:48	12:55	1:04	1:10	1:15	1:19	1:25	
1:30	1:32	1:35	1:40	1:45	1:48	1:55	2:04	2:10	2:15	2:19	2:25	
2:30	2:32	2:35	2:40	2:45	2:48	2:55	3:04	3:10	3:15	3:19	3:25	
3:30	3:32	3:35	3:40	3:45	3:48	3:55	4:04	4:10	4:15	4:19	4:25	
4:30	4:32	4:35	4:40	4:45	4:48	4:55	5:04	5:10	5:15	5:19	5:25	
5:30	5:32	5:35	5:40	5:45	5:48	5:55	6:04	6:10	6:15	6:19	6:25	
6:30	6:32	6:35	6:40	6:45	6:48	6:55	7:04	7:10	7:15	7:19	7:25	
7:30	7:32	7:35	7:40	7:45	7:48	7:55	8:04	8:10	8:15	8:19	8:25	
8:30	8:32	8:35	8:40	8:45	8:48	8:55	9:04	9:10	9:16	9:22	9:28	
9:30	9:32	9:35	9:40	9:45	9:48	9:55	10:04	10:10	—	—	—	

The last trip of Route 24 ends at Sanford Medical center at 10:10 p.m. Monday - Saturday

Download the MATBUS System Map
 The MATBUS System Map is available for download at matbus.com. The map shows the MATBUS system routes and service areas. It is a useful tool for planning your trip.

701.232.7500
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 701.232.7500
 701.232.7500



matbus system map

august 2024 edition


NDSU




For NDSU campus circulator route timetables, check out matbus.com or pick up the NDSU Transit Guide.

NDSU ON-DEMAND


Weekdays: 8:15am-10:15am
 Service also includes R.H. Garry Hall in downtown Fargo




DOWNTOWN



DILWORTH ROUTE 6



FARGO/WEST FARGO ROUTE 20




ON-DEMAND FARGO INDUSTRIAL PARK

MATBUS On-Demand is a service (powered by TransLoc) that helps riders reach areas not covered by MATBUS fixed routes.

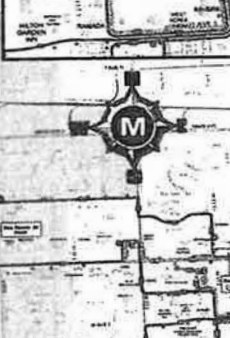
Download the TransLoc app (available in Google Play and the Apple App Store), and request your pickup and drop-off locations within the designated service area.

Fargo Industrial Park Riders: Connect to MATBUS fixed routes at the end of a trip (Route 173 & West Acres (Routes 14, 16, 18, 20, 24))


Hours:
 Monday-Friday: 6:15am-10:15pm



WEST ACRES



FARGO/WEST FARGO ROUTE 24



MAP LEGEND

Fargo City Limits	Route 1
Neighborhood City Limits	Route 2
West Fargo City Limits	Route 3
Dilworth City Limits	Route 4
Higher Education	Route 5
Public Land / Park	Route 6
Transfer Hub	Route 7
Passenger Shelter	Route 8
Designated Bus Stop	Route 9
On-Demand Pickup Location	Route 10
Service On Request	Route 11
	Route 12
	Route 13
	Route 14
	Route 15
	Route 16
	Route 17
	Route 18
	Route 19
	Route 20
	Route 21
	Route 22
	Route 23
	Route 24

Map and timetable information may change between printings. For the most up-to-date information, visit matbus.com/routes, or call the Customer Care Center at 701.232.7500 option 1.

Download your bus schedule at matbus.com.
 Call 701.232.7500 for more assistance.

Attachment K

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 01 FINANCIAL ADMINISTRATION

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 01 FINANCIAL ADMINISTRATION

1. FULL-TIME EMPLOYEES (CONTINUED)

JOB CATEGORY		SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
			MALE A	FEMALE B	MALE		FEMALE		MALE		FEMALE		MALE		FEMALE		
					C	D	E	F	G	H	I	J	K	L	M	N	
PARA PROFESSI	33	\$.1- 15.9															
	34	16.0- 19.9															
	35	20.0- 24.9															
	36	25.0- 32.9															
	37	33.0- 42.9															
	38	43.0- 54.9															
	39	55.0- 69.9									3						3
	40	70.0- PLUS			2						2						4
ADMINISTRATIV	41	\$.1- 15.9															
	42	16.0- 19.9															
	43	20.0- 24.9															
	44	25.0- 32.9															
	45	33.0- 42.9															
	46	43.0- 54.9			1						2				1		4
	47	55.0- 69.9									8						8
	48	70.0- PLUS		1	1	1					3						6
SKILLED CRAFT	49	\$.1- 15.9															
	50	16.0- 19.9															
	51	20.0- 24.9															
	52	25.0- 32.9															
	53	33.0- 42.9															
	54	43.0- 54.9															
	55	55.0- 69.9															
	56	70.0- PLUS															
SERVICE MAINT	57	\$.1- 15.9															
	58	16.0- 19.9															
	59	20.0- 24.9															
	60	25.0- 32.9															
	61	33.0- 42.9															
	62	43.0- 54.9															
	63	55.0- 69.9															
	64	70.0- PLUS															
TOTAL																	
FULL TIME	65		2	1	50	1			1		44				2		101

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 01 FINANCIAL ADMINISTRATION

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE A	FEMALE B	C	D	MALE E	F	G	H	I	J	FEMALE K	L	M	N	
OFFICIAL/ADMI 66															
PROFESSIONALS 67															
TECHNICIANS 68															
PROTECTION SE 69															
PARA PROFESSI 70															
ADMINISTRATIV 71									2						2
SKILLED CRAFT 72															
SERVICE MAINT 73															
TOTAL OTHER THAN F-T 74									2						2

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE A	FEMALE B	C	D	MALE E	F	G	H	I	J	FEMALE K	L	M	N	
OFFICIAL/ADMI 75															
PROFESSIONALS 76			1						2						3
TECHNICIANS 77			2												2
PROTECTION SE 78															
PARA PROFESSI 79															
ADMINISTRATIV 80									1						1
SKILLED CRAFT 81															
SERVICE MAINT 82															
TOTAL NEW HIRES 83			3						3						6

CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, U. S. Code, Title 18, Section 1001.)

NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH FARGO, ND 58102 TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 02 STREETS & HIGHWAYS

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

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CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 02 STREETS & HIGHWAYS

1. FULL-TIME EMPLOYEES (CONTINUED)

JOB CATEGORY		SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO								NON-HISPANIC OR LATINO						TOTAL
			MALE	FEMALE									FEMALE						
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
PARA PROFESSI	33	\$.1- 15.9																	
	34	16.0- 19.9																	
	35	20.0- 24.9																	
	36	25.0- 32.9																	
	37	33.0- 42.9																	
	38	43.0- 54.9																	
	39	55.0- 69.9																	
	40	70.0- PLUS																	
ADMINISTRATIV	41	\$.1- 15.9																	
	42	16.0- 19.9																	
	43	20.0- 24.9																	
	44	25.0- 32.9																	
	45	33.0- 42.9																	
	46	43.0- 54.9																	
	47	55.0- 69.9																	
	48	70.0- PLUS								1						1			
SKILLED CRAFT	49	\$.1- 15.9																	
	50	16.0- 19.9																	
	51	20.0- 24.9																	
	52	25.0- 32.9																	
	53	33.0- 42.9																	
	54	43.0- 54.9																	
	55	55.0- 69.9			10											10			
	56	70.0- PLUS			10											10			
SERVICE MAINT	57	\$.1- 15.9																	
	58	16.0- 19.9																	
	59	20.0- 24.9																	
	60	25.0- 32.9																	
	61	33.0- 42.9																	
	62	43.0- 54.9	1		10		1		1							13			
	63	55.0- 69.9			10					1						11			
	64	70.0- PLUS																	
TOTAL FULL TIME		65		1		53		1		1		2				58			

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
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CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 02 STREETS & HIGHWAYS

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
	MALE	FEMALE	MALE						FEMALE							
	A	B	C	D	E	F	G	H	I	J	K	L	M	N		O
OFFICIAL/ADMI 66																
PROFESSIONALS 67																
TECHNICIANS 68																
PROTECTION SE 69																
PARA PROFESSI 70																
ADMINISTRATIV 71																
SKILLED CRAFT 72																
SERVICE MAINT 73			2						1							3
TOTAL OTHER THAN F-T 74			2						1							3

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
	MALE	FEMALE	MALE						FEMALE							
	A	B	C	D	E	F	G	H	I	J	K	L	M	N		O
OFFICIAL/ADMI 75																
PROFESSIONALS 76			1													1
TECHNICIANS 77																
PROTECTION SE 78																
PARA PROFESSI 79																
ADMINISTRATIV 80																
SKILLED CRAFT 81																
SERVICE MAINT 82			11	1	1		1		1							15
TOTAL NEW HIRES 83			12	1	1		1		1							16

CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, U. S. Code, Title 18, Section 1001.)

NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321
FARGO, ND 58102

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 03 PUBLIC WELFARE

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 03 PUBLIC WELFARE

1. FULL-TIME EMPLOYEES (CONTINUED)

JOB CATEGORY	SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
		MALE	FEMALE	MALE		FEMALE		MALE		FEMALE		MALE		FEMALE		
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
PARA PROFESSI	33	\$.1- 15.9														
	34	16.0- 19.9														
	35	20.0- 24.9														
	36	25.0- 32.9														
	37	33.0- 42.9														
	38	43.0- 54.9		1	7	1				1	7	2			3	1
	39	55.0- 69.9			1	1										21
	40	70.0- PLUS														2
ADMINISTRATIV	41	\$.1- 15.9														
	42	16.0- 19.9														
	43	20.0- 24.9														
	44	25.0- 32.9														
	45	33.0- 42.9														
	46	43.0- 54.9														
	47	55.0- 69.9														
	48	70.0- PLUS														
SKILLED CRAFT	49	\$.1- 15.9														
	50	16.0- 19.9														
	51	20.0- 24.9														
	52	25.0- 32.9														
	53	33.0- 42.9														
	54	43.0- 54.9														
	55	55.0- 69.9														
	56	70.0- PLUS														
SERVICE MAINT	57	\$.1- 15.9														
	58	16.0- 19.9														
	59	20.0- 24.9														
	60	25.0- 32.9														
	61	33.0- 42.9														
	62	43.0- 54.9														
	63	55.0- 69.9														
	64	70.0- PLUS														
TOTAL																
FULL TIME	65		1	9	2					12	2			3		29

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
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CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 03 PUBLIC WELFARE

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY		HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
		MALE A	FEMALE B	C	D	MALE E	F	G	H	I	J	FEMALE K	L	M	N		O
OFFICIAL/ADMI 66																	
PROFESSIONALS 67																	
TECHNICIANS 68																	
PROTECTION SE 69																	
PARA PROFESSI 70		1	3							4				3	1		12
ADMINISTRATIV 71																	
SKILLED CRAFT 72																	
SERVICE MAINT 73																	
TOTAL OTHER THAN F-T 74		1	3							4				3	1		12

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE	FEMALE	MALE		FEMALE		MALE		FEMALE		MALE		FEMALE		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
OFFICIAL/ADMI 75															
PROFESSIONALS 76			1												1
TECHNICIANS 77															
PROTECTION SE 78															
PARA PROFESSI 79			8	1				1	5	2			2		19
ADMINISTRATIV 80															
SKILLED CRAFT 81															
SERVICE MAINT 82															
TOTAL															
NEW HIRES 83			9	1				1	5	2			2		20

CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, U. S. Code, Title 18, Section 1001.)

NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321
FARGO, ND 58102

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 04 POLICE PROTECTION

1. FULL-TIME EMPLOYEES

JOB CATEGORY	SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO								NON-HISPANIC OR LATINO								TOTAL
		MALE	FEMALE																	
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O				
OFFICIAL/ADMI	01	\$.1- 15.9																		
	02	16.0- 19.9																		
	03	20.0- 24.9																		
	04	25.0- 32.9																		
	05	33.0- 42.9																		
	06	43.0- 54.9																		
	07	55.0- 69.9																		
	08	70.0- PLUS			18						2						20			
PROFESSIONALS	09	\$.1- 15.9																		
	10	16.0- 19.9																		
	11	20.0- 24.9																		
	12	25.0- 32.9																		
	13	33.0- 42.9																		
	14	43.0- 54.9																		
	15	55.0- 69.9																		
	16	70.0- PLUS			6				1		1						8			
TECHNICIANS	17	\$.1- 15.9																		
	18	16.0- 19.9																		
	19	20.0- 24.9																		
	20	25.0- 32.9																		
	21	33.0- 42.9																		
	22	43.0- 54.9																		
	23	55.0- 69.9																		
	24	70.0- PLUS			21	1					2						24			
PROTECTION SE	25	\$.1- 15.9																		
	26	16.0- 19.9																		
	27	20.0- 24.9																		
	28	25.0- 32.9																		
	29	33.0- 42.9																		
	30	43.0- 54.9			1						2						3			
	31	55.0- 69.9	1		38	3			1	12	1			1			57			
	32	70.0- PLUS			63	1	1			13							78			

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 04 POLICE PROTECTION

1. FULL-TIME EMPLOYEES (CONTINUED)

JOB CATEGORY		SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
			MALE	FEMALE	MALE		FEMALE		MALE		FEMALE		MALE		FEMALE		
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	
PARA PROFESSI	33	\$.1- 15.9															
	34	16.0- 19.9															
	35	20.0- 24.9															
	36	25.0- 32.9															
	37	33.0- 42.9															
	38	43.0- 54.9															
	39	55.0- 69.9															
	40	70.0- PLUS															
ADMINISTRATIV	41	\$.1- 15.9															
	42	16.0- 19.9															
	43	20.0- 24.9															
	44	25.0- 32.9															
	45	33.0- 42.9															
	46	43.0- 54.9								7						7	
	47	55.0- 69.9								8						8	
	48	70.0- PLUS								1						1	
SKILLED CRAFT	49	\$.1- 15.9															
	50	16.0- 19.9															
	51	20.0- 24.9															
	52	25.0- 32.9															
	53	33.0- 42.9															
	54	43.0- 54.9															
	55	55.0- 69.9															
	56	70.0- PLUS															
SERVICE MAINT	57	\$.1- 15.9															
	58	16.0- 19.9															
	59	20.0- 24.9															
	60	25.0- 32.9															
	61	33.0- 42.9															
	62	43.0- 54.9															
	63	55.0- 69.9															
	64	70.0- PLUS															
TOTAL																	
FULL TIME	65		1	147	5	1		1	1	48	1			1		206	

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
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CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 04 POLICE PROTECTION

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE	FEMALE			MALE					FEMALE					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
OFFICIAL/ADMI 66															
PROFESSIONALS 67															
TECHNICIANS 68															
PROTECTION SE 69															
PARA PROFESSI 70															
ADMINISTRATIV 71															
SKILLED CRAFT 72															
SERVICE MAINT 73															
TOTAL OTHER THAN F-T 74															

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE	FEMALE			MALE					FEMALE					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
OFFICIAL/ADMI 75															
PROFESSIONALS 76															
TECHNICIANS 77															
PROTECTION SE 78	1		29	3				1	5	2			1		42
PARA PROFESSI 79															
ADMINISTRATIV 80									1						1
SKILLED CRAFT 81															
SERVICE MAINT 82															
TOTAL NEW HIRES 83	1		29	3				1	6	2			1		43

CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, U. S. Code, Title 18, Section 1001.)

NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH
FARGO, ND 58102

TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321

DATE: 11/17/23

TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 05 FIRE PROTECTION

1. FULL-TIME EMPLOYEES

JOB CATEGORY	SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO								NON-HISPANIC OR LATINO								TOTAL
		MALE	FEMALE	MALE				FEMALE				FEMALE								
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O				
OFFICIAL/ADMINISTRATIVE	01	\$.1- 15.9																		
	02	16.0- 19.9																		
	03	20.0- 24.9																		
	04	25.0- 32.9																		
	05	33.0- 42.9																		
	06	43.0- 54.9																		
	07	55.0- 69.9																		
	08	70.0- PLUS			10												10			
PROFESSIONALS	09	\$.1- 15.9																		
	10	16.0- 19.9																		
	11	20.0- 24.9																		
	12	25.0- 32.9																		
	13	33.0- 42.9																		
	14	43.0- 54.9																		
	15	55.0- 69.9																		
	16	70.0- PLUS			36					1							37			
TECHNICIANS	17	\$.1- 15.9																		
	18	16.0- 19.9																		
	19	20.0- 24.9																		
	20	25.0- 32.9																		
	21	33.0- 42.9																		
	22	43.0- 54.9																		
	23	55.0- 69.9																		
	24	70.0- PLUS																		
PROTECTION SERVICES	25	\$.1- 15.9																		
	26	16.0- 19.9																		
	27	20.0- 24.9																		
	28	25.0- 32.9																		
	29	33.0- 42.9																		
	30	43.0- 54.9			4		1				1						6			
	31	55.0- 69.9			33						2						35			
	32	70.0- PLUS			34	1		1									36			

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 05 FIRE PROTECTION

1. FULL-TIME EMPLOYEES (CONTINUED)

JOB CATEGORY		SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
			MALE	FEMALE	MALE		FEMALE		MALE		FEMALE						
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	
PARA PROFESSI	33	\$.1- 15.9															
	34	16.0- 19.9															
	35	20.0- 24.9															
	36	25.0- 32.9															
	37	33.0- 42.9															
	38	43.0- 54.9															
	39	55.0- 69.9															
	40	70.0- PLUS															
ADMINISTRATIV	41	\$.1- 15.9															
	42	16.0- 19.9															
	43	20.0- 24.9															
	44	25.0- 32.9															
	45	33.0- 42.9															
	46	43.0- 54.9															
	47	55.0- 69.9															
	48	70.0- PLUS															
SKILLED CRAFT	49	\$.1- 15.9															
	50	16.0- 19.9															
	51	20.0- 24.9															
	52	25.0- 32.9															
	53	33.0- 42.9															
	54	43.0- 54.9															
	55	55.0- 69.9															
	56	70.0- PLUS															
SERVICE MAINT	57	\$.1- 15.9															
	58	16.0- 19.9															
	59	20.0- 24.9															
	60	25.0- 32.9															
	61	33.0- 42.9															
	62	43.0- 54.9															
	63	55.0- 69.9															
	64	70.0- PLUS															
TOTAL																	
FULL TIME	65			117	1	1		1		4						124	

CITY OF FARGO
 STATE AND LOCAL GOVERNMENT INFORMATION
 2023 EEO-4 REPORT

CITY OF FARGO
 HUMAN RESOURCES DIR
 225 4TH STREET NORTH
 FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 05 FIRE PROTECTION

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE	FEMALE	MALE		FEMALE		MALE		FEMALE		FEMALE				
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
OFFICIAL/ADMI 66															
PROFESSIONALS 67															
TECHNICIANS 68															
PROTECTION SE 69															
PARA PROFESSI 70															
ADMINISTRATIV 71															
SKILLED CRAFT 72															
SERVICE MAINT 73															
TOTAL OTHER THAN F-T 74															

JOB CATEGORY		HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
		MALE	FEMALE	MALE		FEMALE		MALE		FEMALE		FEMALE				
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	
OFFICIAL/ADMI	75															
PROFESSIONALS	76															
TECHNICIANS	77															
PROTECTION SE	78			11		1				2						14
PARA PROFESSI	79															
ADMINISTRATIV	80															
SKILLED CRAFT	81															
SERVICE MAINT	82															
TOTAL																
NEW HIRES	83			11		1				2						14

CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, U. S. Code, Title 18, Section 1001.)

NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321
 FARGO, ND 58102

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CONTROL NUMBER 38301070

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 06 NATURAL RESOURCES

1. FULL-TIME EMPLOYEES (CONTINUED)

[illegible]

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 06 NATURAL RESOURCES

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE A	FEMALE B	C	D	MALE E	F	G	H	I	J	FEMALE K	L	M	N	
OFFICIAL/ADMI 66															
PROFESSIONALS 67															
TECHNICIANS 68															
PROTECTION SE 69															
PARA PROFESSI 70															
ADMINISTRATIV 71															
SKILLED CRAFT 72			10					1	1						12
SERVICE MAINT 73															
TOTAL OTHER THAN F-T 74			10					1	1						12

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE A	FEMALE B	C	D	MALE E	F	G	H	I	J	FEMALE K	L	M	N	
OFFICIAL/ADMI 75															
PROFESSIONALS 76															
TECHNICIANS 77															
PROTECTION SE 78															
PARA PROFESSI 79															
ADMINISTRATIV 80															
SKILLED CRAFT 81															
SERVICE MAINT 82															
TOTAL NEW HIRES 83															

CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, U. S. Code, Title 18, Section 1001.)

NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321
FARGO, ND 58102

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 07 HOSPITALS & SANITARIALS

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 07 HOSPITALS & SANITARIIUMS

1. FULL-TIME EMPLOYEES (CONTINUED)

[illegible]

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 07 HOSPITALS & SANITARIIUMS

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE	FEMALE	MALE						FEMALE						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
OFFICIAL/ADMI 66															
PROFESSIONALS 67															
TECHNICIANS 68															
PROTECTION SE 69															
PARA PROFESSI 70															
ADMINISTRATIV 71															
SKILLED CRAFT 72															
SERVICE MAINT 73															

TOTAL OTHER
THAN F-T 74

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE	FEMALE	MALE						FEMALE						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
OFFICIAL/ADMI 75															
PROFESSIONALS 76															
TECHNICIANS 77															
PROTECTION SE 78															
PARA PROFESSI 79															
ADMINISTRATIV 80															
SKILLED CRAFT 81															
SERVICE MAINT 82															

TOTAL
NEW HIRES 83

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FARGO, ND 58102

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SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 08 HEALTH

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 08 HEALTH

1. FULL-TIME EMPLOYEES (CONTINUED)

JOB CATEGORY	SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO								NON-HISPANIC OR LATINO								TOTAL
		MALE	FEMALE	MALE								FEMALE								
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O				
PARA PROFESSI	33	\$.1- 15.9																		
	34	16.0- 19.9																		
	35	20.0- 24.9																		
	36	25.0- 32.9																		
	37	33.0- 42.9																		
	38	43.0- 54.9			1								1						3	
	39	55.0- 69.9			1														4	
	40	70.0- PLUS																	6	
																			1	
ADMINISTRATIV	41	\$.1- 15.9																		
	42	16.0- 19.9																		
	43	20.0- 24.9																		
	44	25.0- 32.9																		
	45	33.0- 42.9																		
	46	43.0- 54.9																		
	47	55.0- 69.9			2														8	
	48	70.0- PLUS																	8	
SKILLED CRAFT	49	\$.1- 15.9																		
	50	16.0- 19.9																		
	51	20.0- 24.9																		
	52	25.0- 32.9																		
	53	33.0- 42.9																		
	54	43.0- 54.9																		
	55	55.0- 69.9																		
	56	70.0- PLUS																		
SERVICE MAINT	57	\$.1- 15.9																		
	58	16.0- 19.9																		
	59	20.0- 24.9																		
	60	25.0- 32.9																		
	61	33.0- 42.9																		
	62	43.0- 54.9																		
	63	55.0- 69.9																		
	64	70.0- PLUS																		
TOTAL																				
FULL TIME	65			2	16				1		61	1		1			1		83	

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 08 HEALTH

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL O	
	MALE A	FEMALE B	MALE				FEMALE		FEMALE							
			C	D	E	F	G	H	I	J	K	L	M	N		
OFFICIAL/ADMI 66																
PROFESSIONALS 67			1						1	23		1		1		27
TECHNICIANS 68			2													2
PROTECTION SE 69				1						4	1					6
PARA PROFESSI 70										6						7
ADMINISTRATIV 71			1													
SKILLED CRAFT 72																
SERVICE MAINT 73																
TOTAL OTHER THAN F-T 74			4	1				1	33	1	1		1		42	

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL O	
	MALE A	FEMALE B	MALE				FEMALE		FEMALE							
			C	D	E	F	G	H	I	J	K	L	M	N		
OFFICIAL/ADMI 75																
PROFESSIONALS 76			1						4				1		6	
TECHNICIANS 77									1						1	
PROTECTION SE 78																
PARA PROFESSI 79			1						1	1					3	
ADMINISTRATIV 80									1						1	
SKILLED CRAFT 81																
SERVICE MAINT 82																
TOTAL NEW HIRES 83			2						7	1			1		11	

CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, U. S. Code, Title 18, Section 1001.)

NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321
FARGO, ND 58102

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 09 HOUSING

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 09 HOUSING

1. FULL-TIME EMPLOYEES (CONTINUED)

[illegible]

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 09 HOUSING

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
	MALE	FEMALE			MALE					FEMALE						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N		O
OFFICIAL/ADMI 66																
PROFESSIONALS 67																
TECHNICIANS 68																
PROTECTION SE 69																
PARA PROFESSI 70																
ADMINISTRATIV 71																
SKILLED CRAFT 72																
SERVICE MAINT 73																
TOTAL OTHER THAN F-T 74																

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
	MALE	FEMALE			MALE					FEMALE						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N		O
OFFICIAL/ADMI 75																
PROFESSIONALS 76																
TECHNICIANS 77																
PROTECTION SE 78																
PARA PROFESSI 79																
ADMINISTRATIV 80																
SKILLED CRAFT 81																
SERVICE MAINT 82																
TOTAL NEW HIRES 83																

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NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH FARGO, ND 58102 TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

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CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 10 COMMUNITY DEVELOPMENT

1. FULL-TIME EMPLOYEES

[illegible]

CONTROL NUMBER 38301070

FUNCTION 10 COMMUNITY DEVELOPMENT

1. FULL-TIME EMPLOYEES (CONTINUED)

[illegible]

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 10 COMMUNITY DEVELOPMENT

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
	MALE	FEMALE			MALE					FEMALE						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N		O
OFFICIAL/ADMI 66																
PROFESSIONALS 67																
TECHNICIANS 68																
PROTECTION SE 69																
PARA PROFESSI 70																
ADMINISTRATIV 71																
SKILLED CRAFT 72																
SERVICE MAINT 73																
TOTAL OTHER THAN F-T 74																

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
	MALE	FEMALE			MALE					FEMALE						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N		O
OFFICIAL/ADMI 75																
PROFESSIONALS 76																
TECHNICIANS 77																
PROTECTION SE 78																
PARA PROFESSI 79																
ADMINISTRATIV 80																
SKILLED CRAFT 81																
SERVICE MAINT 82																
TOTAL NEW HIRES 83																

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ADDRESS: 225 4TH STREET NORTH
FARGO, ND 58102

TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321

DATE: 11/17/23

TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 11 CORRECTIONS

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 11 CORRECTIONS

1. FULL-TIME EMPLOYEES (CONTINUED)

[illegible]

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORTCITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 11 CORRECTIONS

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE A	FEMALE B	C	D	MALE E	F	G	H	I	J	FEMALE K	L	M	N	
OFFICIAL/ADMI 66															
PROFESSIONALS 67															
TECHNICIANS 68															
PROTECTION SE 69															
PARA PROFESSI 70															
ADMINISTRATIV 71															
SKILLED CRAFT 72															
SERVICE MAINT 73															

TOTAL OTHER
THAN F-T 74

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
	MALE A	FEMALE B	C	D	MALE E	F	G	H	I	J	FEMALE K	L	M	N	
OFFICIAL/ADMI 75															
PROFESSIONALS 76															
TECHNICIANS 77															
PROTECTION SE 78															
PARA PROFESSI 79															
ADMINISTRATIV 80															
SKILLED CRAFT 81															
SERVICE MAINT 82															

TOTAL
NEW HIRES 83

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CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 12 UTIL & TRANSPORTATION

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 12 UTIL & TRANSPORTATION

1. FULL-TIME EMPLOYEES (CONTINUED)

JOB CATEGORY		SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO				NON-HISPANIC OR LATINO				TOTAL				
			MALE	FEMALE							FEMALE						
			A	B	C	D	E	F	G	H	I	J		K	L	M	N
PARA PROFESSI	33	\$.1- 15.9															
	34	16.0- 19.9															
	35	20.0- 24.9															
	36	25.0- 32.9															
	37	33.0- 42.9															
	38	43.0- 54.9															
	39	55.0- 69.9															
	40	70.0- PLUS			1												1
ADMINISTRATIV	41	\$.1- 15.9															
	42	16.0- 19.9															
	43	20.0- 24.9															
	44	25.0- 32.9															
	45	33.0- 42.9															
	46	43.0- 54.9			3						3						6
	47	55.0- 69.9			1						1						2
	48	70.0- PLUS			1						1						2
SKILLED CRAFT	49	\$.1- 15.9															
	50	16.0- 19.9															
	51	20.0- 24.9															
	52	25.0- 32.9															
	53	33.0- 42.9	1														1
	54	43.0- 54.9			8				1								9
	55	55.0- 69.9			5					1							6
	56	70.0- PLUS			10												10
SERVICE MAINT	57	\$.1- 15.9															
	58	16.0- 19.9															
	59	20.0- 24.9															
	60	25.0- 32.9															
	61	33.0- 42.9															
	62	43.0- 54.9			3		2										5
	63	55.0- 69.9			2												2
	64	70.0- PLUS															
TOTAL FULL TIME			1	50		2			1	8							62

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 12 UTIL & TRANSPORTATION

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
	MALE	FEMALE			MALE						FEMALE					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N		O
OFFICIAL/ADMI 66																
PROFESSIONALS 67																
TECHNICIANS 68			1													1
PROTECTION SE 69																
PARA PROFESSI 70																
ADMINISTRATIV 71																
SKILLED CRAFT 72			3													3
SERVICE MAINT 73			2						1							3
TOTAL OTHER THAN F-T 74			6						1							7

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
	MALE	FEMALE			MALE						FEMALE					
	A	B	C	D	E	F	G	H	I	J	K	L	M	N		O
OFFICIAL/ADMI 75																
PROFESSIONALS 76																
TECHNICIANS 77																
PROTECTION SE 78																
PARA PROFESSI 79																
ADMINISTRATIV 80																
SKILLED CRAFT 81	1		3					1								5
SERVICE MAINT 82			4		1											5
TOTAL NEW HIRES 83	1		7		1			1								10

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ADDRESS: 225 4TH STREET NORTH TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321
FARGO, ND 58102

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
HUMAN RESOURCES DIR.
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 13 SANITATION & SEWAGE

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO

ND 58102

CONTROL NUMBER 38301070

FUNCTION 13 SANITATION & SEWAGE

1. FULL-TIME EMPLOYEES (CONTINUED)

JOB CATEGORY	SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL	
		MALE	FEMALE	MALE			FEMALE			FEMALE							
		A	B	C	D	E	F	G	H	I	J	K	L	M	N		O
PARA PROFESSI	33	\$.1- 15.9															
	34	16.0- 19.9															
	35	20.0- 24.9															
	36	25.0- 32.9															
	37	33.0- 42.9															
	38	43.0- 54.9															
	39	55.0- 69.9															
	40	70.0- PLUS			3						2						5
ADMINISTRATIV	41	\$.1- 15.9															
	42	16.0- 19.9															
	43	20.0- 24.9															
	44	25.0- 32.9															
	45	33.0- 42.9															
	46	43.0- 54.9															
	47	55.0- 69.9								1							1
	48	70.0- PLUS								1							1
SKILLED CRAFT	49	\$.1- 15.9															
	50	16.0- 19.9															
	51	20.0- 24.9															
	52	25.0- 32.9															
	53	33.0- 42.9															
	54	43.0- 54.9															
	55	55.0- 69.9			9												9
	56	70.0- PLUS			11												11
SERVICE MAINT	57	\$.1- 15.9															
	58	16.0- 19.9															
	59	20.0- 24.9															
	60	25.0- 32.9															
	61	33.0- 42.9			2												2
	62	43.0- 54.9			12					1							13
	63	55.0- 69.9			18												18
	64	70.0- PLUS															
TOTAL																	
FULL TIME	65				67					6							73

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 13 SANITATION & SEWAGE

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL O
	MALE	FEMALE	MALE			FEMALE			MALE			FEMALE			
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
OFFICIAL/ADMI 66			1												1
PROFESSIONALS 67															
TECHNICIANS 68															
PROTECTION SE 69															
PARA PROFESSI 70															
ADMINISTRATIV 71															
SKILLED CRAFT 72			1												1
SERVICE MAINT 73			1												1
TOTAL OTHER THAN F-T 74			3												3

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL O
	MALE	FEMALE	MALE			FEMALE			MALE			FEMALE			
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
OFFICIAL/ADMI 75															
PROFESSIONALS 76															
TECHNICIANS 77															
PROTECTION SE 78															
PARA PROFESSI 79															
ADMINISTRATIV 80															
SKILLED CRAFT 81															
SERVICE MAINT 82			7												7
TOTAL NEW HIRES 83			7												7

CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, U. S. Code, Title 18, Section 1001.)

NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321
FARGO, ND 58102

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 15 OTHER

1. FULL-TIME EMPLOYEES

[illegible]

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 15 OTHER

1. FULL-TIME EMPLOYEES (CONTINUED)

JOB CATEGORY		SALARIES	HISPANIC OR LATINO		NON-HISPANIC OR LATINO						NON-HISPANIC OR LATINO						TOTAL
			MALE	FEMALE													
			A	B	C	D	E	F	G	H	I	J	K	L	M	N	
PARA PROFESSI	33	\$.1- 15.9															
	34	16.0- 19.9															
	35	20.0- 24.9															
	36	25.0- 32.9															
	37	33.0- 42.9															
	38	43.0- 54.9									2						2
	39	55.0- 69.9			2						2						4
	40	70.0- PLUS			3						1						4
ADMINISTRATIV	41	\$.1- 15.9															
	42	16.0- 19.9															
	43	20.0- 24.9															
	44	25.0- 32.9															
	45	33.0- 42.9									1						1
	46	43.0- 54.9									18	1					19
	47	55.0- 69.9		2	3						13						18
	48	70.0- PLUS		1	2						6						9
SKILLED CRAFT	49	\$.1- 15.9															
	50	16.0- 19.9															
	51	20.0- 24.9															
	52	25.0- 32.9															
	53	33.0- 42.9															
	54	43.0- 54.9			1												1
	55	55.0- 69.9	1		10											1	12
	56	70.0- PLUS			16												16
SERVICE MAINT	57	\$.1- 15.9															
	58	16.0- 19.9															
	59	20.0- 24.9															
	60	25.0- 32.9															
	61	33.0- 42.9															
	62	43.0- 54.9			5												5
	63	55.0- 69.9			2												2
	64	70.0- PLUS			4						1						5
TOTAL FULL TIME		65		1	3	118	3			2	1	66	1			1	196

CITY OF FARGO
STATE AND LOCAL GOVERNMENT INFORMATION
2023 EEO-4 REPORT

CITY OF FARGO
HUMAN RESOURCES DIR
225 4TH STREET NORTH
FARGO ND 58102

CONTROL NUMBER 38301070

FUNCTION 15 OTHER

2. OTHER THAN FULL-TIME EMPLOYEES

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO								NON-HISPANIC OR LATINO								TOTAL
	MALE	FEMALE			MALE						FEMALE								
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O				
OFFICIAL/ADMI 66			2							1						3			
PROFESSIONALS 67										1						1			
TECHNICIANS 68										1						1			
PROTECTION SE 69			2													2			
PARA PROFESSI 70																			
ADMINISTRATIV 71	1	1	22						59						3	86			
SKILLED CRAFT 72																			
SERVICE MAINT 73	4	3	251	5			2	3	250					2	2	522			
TOTAL OTHER THAN F-T 74	5	4	277	5			2	3	312					2	5	615			

JOB CATEGORY	HISPANIC OR LATINO		NON-HISPANIC OR LATINO								NON-HISPANIC OR LATINO								TOTAL
	MALE	FEMALE			MALE						FEMALE								
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O				
OFFICIAL/ADMI 75								1								1			
PROFESSIONALS 76			1	1					1							3			
TECHNICIANS 77			5													5			
PROTECTION SE 78																			
PARA PROFESSI 79									1							1			
ADMINISTRATIV 80			1						8	1						10			
SKILLED CRAFT 81			2												1	3			
SERVICE MAINT 82			1					1								2			
TOTAL NEW HIRES 83			10	1				2	10	1					1	25			

CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, U. S. Code, Title 18, Section 1001.)

NAME OF PERSON TO CONTACT REGARDING THIS REPORT: JILL MINETTE TITLE: HUMAN RESOURCES DIR

ADDRESS: 225 4TH STREET NORTH TELEPHONE NUMBER (INCLUDE AREA CODE): 701 241-1321
FARGO, ND 58102

DATE: 11/17/23 TYPED TITLE OF CERTIFYING OFFICIAL: HUMAN RESOURCES DIR

SIGNATURE OF CERTIFYING OFFICIAL:

Equal Employment Opportunity Policy

Revision Date: January 31, 2023:

POLICY:

Transdev North America, Inc. is an Equal Opportunity Employer, committed to creating and maintaining a qualified and diverse workforce. Transdev will afford equal employment opportunities to employees and applicants, and will not tolerate discrimination based on gender, race, sex, religion, color, creed, age, national origin, ancestry, marital status, citizenship status, military or veteran status, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), reproductive health decision-making, HIV/AIDS status, genetic information, sexual orientation, gender identity, gender expression, or any other factor prohibited by applicable federal, state or local law.

This policy applies to all terms, conditions and privileges of employment including recruitment, hiring, employment, on-boarding, initial periods of employment, job assignments, training and development, working conditions, promotion, transfer, demotion, compensation, rates of pay, benefits, educational assistance, layoff and recall, social and recreation programs, termination and separation and other terms and conditions of employment. All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding, or otherwise engages in protected activity is strictly prohibited and will not be tolerated. Transdev North America, Inc. is committed to providing reasonable accommodations to applicant and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

POLICY SPECIFICS:

Principal and direct responsibility for successful implementation of this policy in a uniform manner has been assigned to the Corporate Human Resources department. Within their respective areas of responsibility, all managerial and supervisory personnel are accountable to ensure compliance with this policy.

Transdev North America, Inc. practices that support this Equal Employment Opportunity Policy include the following:

- Transdev displays posters regarding equal employment opportunity in areas highly visible to employees.
- Transdev commits to develop a written nondiscrimination program that sets forth the policies, practices, and procedures, with goals and timetables, and will make the EEO Program available for inspection by any employee or applicant for employment upon request.
- Transdev's EEO Officer reports semi-annually to the company CEO.
- All advertising for job applicants includes the statement "Transdev is an Equal Employment Opportunity (EEO) employer and welcomes all qualified applicants. Applicants will receive fair and impartial consideration without regard to gender, race, sex, religion, color, creed, age, national origin, ancestry, marital status, citizenship status, military or veteran status, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), reproductive health decision-making, HIV/AIDS status, genetic information, sexual orientation, gender identity, gender expression, or other legally protected status."
- Employees are required to report any apparent discrimination or harassment. Complaints are investigated immediately and handled as confidentially as possible.
- Transdev forbids retaliation against any individual who in good faith files a charge of discrimination, reports harassment or who assists, testifies, or participate in an equal employment proceeding.

APPLIES TO:

This policy applies to all employees of Transdev North America, Inc. and its subsidiaries. This policy also includes all independent contractors and personnel working on Transdev properties who are employed by temporary agencies and any other persons or firms doing business for or with Transdev.



Laura Hendricks, CEO
Transdev North America

Fargo ND
Operated by
First Transit
(wholly owned entity of Transdev)



EQUAL EMPLOYMENT
OPPORTUNITY PROGRAM

December 2024

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Preface

First Transit's Fargo ND is a location that oversees the delivery of transportation services within a defined service area of Fargo North Dakota on behalf of the City.

The employees at Fargo ND are employed by First Transit. Transdev Services, Inc., (Transdev) a private corporation, acquired First Transit in 2023 and continued to operate its services. This entity carries out the day-to-day operations. The above agency has delegated the personnel management responsibilities, including the administration of the personnel policies, to First Transit, as part of its service contract. This Plan is an update to cover December 2024 through November 2028, barring any other significant changes mandating a further update. The employment practices data reviewed is from January 1, 2022, through December 31, 2024. Designated employees are represented by a labor union; Teamsters local # 120.

Transdev U.S. First Transit operations (also referred to as the Company), is committed to the concept and practice of equal opportunity and affirmative action. In preparing this Affirmative Action Program (AAP), we have been guided by Executive Order 11246 (as amended) and its implementing regulations (41 C.F.R. Part 60-2) and the Guidelines on Affirmative Action issued by the Equal Employment Opportunity Commission ("EEOC") (29 C.F.R. Part 1608). Nothing contained in this AAP, or its supporting data should be construed as an admission by the Company, in whole or in part, that it has contravened any federal, state, or local employment practice laws, or to sanction the discriminatory treatment of any person.

While the Company firmly believes in dissemination of its affirmative action policies and equal employment opportunity practices and makes the non-data components of this AAP available for review to employees and applicants upon request, the AAP remains a proprietary document of the Company. Moreover, the data on which the Company has relied in preparing this AAP are confidential and sensitive, and the Company believes release of the data would subject the Company to commercial harm. Reports that require specific data, such as names of employees and salary information, are not an official part of this AAP. This information is on file at the Company as Documentation and Supporting Data for AAP Reports and is available for review only as required by law.

If this AAP or any supporting data or documentation are submitted to the Office of Federal Contract Compliance Programs (OFCCP) pursuant to the Executive Order, the Rehabilitation Act, the Vietnam Era Veterans' Readjustment Assistance Act and/or any implementing regulations (as any or all have been or may be amended), the Equal Employment Opportunity Commission, any local or state fair employment practice agency, or any other federal, state or local government agency, those documents and the information they contain are to be considered confidential and not subject to disclosure without notifying the Company of the agency's decision to disclose and providing the Company with ample time to contest the disclosure. Advance notice of disclosure should be sent to Laura Bass, Human Resource Director, Transdev. The Company requests this information be treated as exempt from public disclosure under the Freedom of Information Act, 5 U.S.C. § 552.

No information contained in the AAP, or any supporting data or documentation is to be copied, removed from the premises, or released to other individuals without a prior notification to and permission from the Company. This AAP does not constitute an express or implied contract between the Company and its employees, job applicants, or other persons, nor does it change in any way the basic at will employment relationship all Company employees have with the Company. Nothing in this AAP creates a private right of action on behalf of any individual or group against the Company.

Statement of Policy

It is the policy of Transdev U.S. not to discriminate or allow the harassment of employees or applicants on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected classes protected by law with regard to any employment actions, including but not limited to, recruitment or recruitment advertising, hiring, upgrading, selection for training or other employment opportunities, promotion, transfer, demotion, layoff or recall from layoff, termination, rates of pay or other forms of compensation, provided the individual is qualified, with or without reasonable accommodation, to perform the essential functions of the job. This policy applies to all jobs at the Company.

The Company will continue to take affirmative action to ensure individuals are employed, and employees are treated during employment, without regard to their race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other classes or characteristics protected by law in all employment practices as follows.

Employment decisions at the Company are based on legitimate job-related criteria. All personnel actions or programs that affect qualified individuals, such as employment, promotion, demotion, transfer, recruitment, advertising, termination, rate of pay or other forms of compensation, and selection for training, are made without discrimination because of any basis protected by law. Employees may choose to voluntarily disclose their sex, race, national origin, disability and protected veteran status at any time by contacting Human Resources. Such information will be maintained in a confidential manner and will not be used against an individual when making any employment decisions. Employees and applicants with disabilities and to practice or observe their religion are encouraged to inform Human Resources if they need a reasonable accommodation to perform a job for which they are otherwise qualified. The Company makes, and will continue to make, reasonable accommodation to the known religious and physical or mental limitations of an otherwise qualified applicant or employee to promote the employment of qualified individuals with disabilities, or to practice or observe their religion, unless such accommodation would impose an undue hardship on the operations of the Company.

Mark Salisbury, Equal Employment Opportunity Officer for the Company, has been appointed with responsibility for implementation of the Company's equal employment opportunities activities. This individual reports directly to the Chief Executive Officer (CEO) Laura Hendricks. He acts with the authority of Human Resources with all levels of management, labor unions, and employees.

EEO Officer Contact Information Name: Mark Salisbury

Title: Chief Human Resources Officer

Email: Mark.Salisbury@Transdev.com

Phone: 630.382.2385

Fargo ND location

General Manager: Matthew Pinotti

Regional Human Resources Director: Nita Mauer

The Equal Employment Opportunity Officer has the full support of the CEO to fully implement this Program. All Company executives, management, and supervisory personnel will take an active part in the Company's EEO Program to ensure all qualified employees and prospective employees are treated in a non-discriminatory manner with respect to all employment decisions.

The above stated individuals will also share in the responsibility for implementing and monitoring the Company's EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. The Company will evaluate its managers' and supervisors' performance on their successful implementation of Transdev Services, Inc's policies, and procedures, in the same way Transdev U.S. assesses their performance regarding other agency's goals. Furthermore, Transdev U.S. will solicit the cooperation and support of all employees for the Company's Equal Employment Opportunity Statement of Policy.

The Company's Equal Employment Opportunity Program includes an audit and reporting system, which, among other things, uses metrics and other information to measure the effectiveness of the Program. The Equal Employment Opportunity Officer has been assigned responsibility for periodically reviewing progress with compliance and implementation of the Company's affirmative action policy. In accordance with public law, the Company's Equal Employment Opportunity Program is available for inspection in the General Manager's Office, upon request.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, retaliation, or discrimination because they have engaged in, or may have engaged in, filing a complaint, assisting or participating in an investigation, compliance review hearing, or other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Executive Order 11246, and/or any other federal, state or local law or regulation regarding equal employment opportunity, opposing any act or practice made unlawful, or exercising any other right protected by such laws or regulations. Retaliation, harassment, intimidation, threats, coercion, and discrimination is strictly prohibited and will not be tolerated. Transdev U.S. will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

All applicants and employees have the right to file complaints alleging discrimination. Complaints should be directed to the EEO Officer. Transdev U.S. also offers employees additional avenues to file complaints of discrimination through the Ethics and Compliance Hotline. Information regarding the Hotline are posted within the Fargo ND location.

This program is available for inspection by applicants and employees in the General Manager's office.

Ethics and Compliance Hotline (866)850.3033

www.transdevna.com/ethics

We are committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Program.

Matthew Pinotti

General Manager, Transdev U.S., Fargo ND

Nita Mauer

Human Resources Director, Transdev U.S.

Mark Salisbury

Chief Human Resources Office, Transdev U.S.

Sex Discrimination Policy

41 C.F.R. 60-20.1 – 60-20.6

Pursuant to Transdev U.S.'s equal employment opportunity and affirmative action policy, the Company prohibits sexual discrimination and harassment in the workplace. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, promotion, transfer, demotion, layoff or recall from layoff, termination, wage and benefit administration and selection for training or other employment opportunities. The terms "because of sex", on the "basis of sex", "regardless of sex" and "without regard to sex" include, but are not limited to, because of or on the basis of pregnancy, childbirth or related medical conditions, sexual orientation, gender identity and transgender status. In furtherance of the Company's commitment to ensuring equal employment opportunity regardless of sex, the Company will take the following steps, as appropriate:

- Recruit individuals for all positions without regard to their sex.
- Ensure job postings and recruitment materials do not express a sex preference, unless sex is a bona fide occupational qualification.
- Review employment practices and personnel policies to ensure that applicants and employees are not discriminated against or harassed.
- Provide qualified employees with an equal opportunity to any available job without regard to their sex, except where sex is a bona fide occupational qualification.
- Administer employment opportunities, wages, hours, conditions of employment, retirement programs, and other employee benefits regardless of sex.
- Develop written policies which prohibit unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature towards employees and take reasonable steps to prevent such harassment from occurring.
- Provide appropriate restroom and other facilities for applicants and employees.
- Refrain from reliance on any state laws which conflict with the non-discrimination provisions of Title VII of the Civil Rights Act of 1964 or Executive Order 11246 and are superseded thereby.
- Ensure employees are not discriminated against because of pregnancy, childbirth, or related medical conditions. Females affected by pregnancy, childbirth, or related medical conditions will be treated the same as other persons who are not so affected but are similarly able or unable to work.

- Administer any seniority systems without regard to sex.
- Determine wage schedules without regard to sex.
- Ensure individuals are not restricted to certain job classifications based on sex.

Religious and National Origin Discrimination Policy

41 C.F.R. 60-50.1 – 60.50.5

Pursuant to Transdev U.S.'s equal employment opportunity and affirmative action policy, the Company prohibits religious and national origin discrimination and harassment in the workplace. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, promotion, transfer, demotion, layoff or recall from layoff, termination, wage and benefit administration, and selection for training or other employment opportunities. In furtherance of the Company's commitment to ensuring equal employment opportunity regardless of national origin or religious beliefs, the Company will take the following steps, as appropriate:

- Recruit individuals for all positions without regard to their national origin or religious beliefs
- Provide qualified employees with an equal opportunity to available job openings without regard to their religion or national origin
- Administer employment opportunities, wages, hours, conditions of employment, retirement programs, and other employee benefits regardless of religion or national origin
- Provide reasonable accommodation for sincerely held religious beliefs unless doing so would pose an undue hardship on the Company's business
- Develop reasonable procedures to carry out the Company's obligation to provide equal employment opportunity without regard to religion or national origin
- Inform employees of the Company's commitment to equal employment opportunity without regard to national origin or religion
- Inform recruitment sources of the Company's commitment to equal employment opportunity and seek their assistance and support to provide equal opportunity without regard to national origin or religion
- Review employment practices, personnel policies, and available records to ensure that applicants and employees are not discriminated against or harassed on the basis of religion or national origin
- Engage in outreach activities with religious and ethnic organizations and educational institutions

Dissemination Policy

Transdev U.S. will communicate the existence of its EEO Policy and Program to employees, applicants, and potential applicants by:

Internally

- Providing written communications from the General Manager
- Posting official EEO materials, including but not limited to Federal and state labor law poster(s) and the Company's policy statement. These will be placed in open, visible common areas such as bulletin boards, near time clocks, employee breakrooms, and in the employment/personnel office.
- Including the EEO policy statement in the agency's personnel and operations manual, employee handbooks, reports, and manuals.
- The EEO officer meeting with the company's CEO at a minimum semiannually to discuss the EEO Program and its implementation.
- Meeting with all employees and affinity groups to seek input on the program implementation.
- Conducting periodic EEO training for employees and managers.
- Conducting EEO Training for all new supervisors or managers within 90 days of their appointment.
- Include the Company's EEO Policy Statement in employee orientation materials and require new employees to sign a form acknowledging they have read and understand the policy.
- Maintaining appropriate documentation when the EEO Policy and Program have been brought to the attention of employees and managers, including maintaining agendas and sign-in sheets for meetings conducted when the EEO Policy and its implementation are explained.

Externally

- Providing the Company's EEO Policy to recruitment entities, including but not limited to employment agencies, educational institutions, and minority and women's organizations, when there is outreach or advertising activities.
- All recruitment ads in newspapers, magazines, websites, and social media must state that the Company "is an equal opportunity employer."

Designation of Personnel Responsibility

41 C.F.R. 60-2.17

Transdev U.S. has assigned primary management responsibility and accountability for ensuring full compliance with the Equal Employment Opportunity Program to Mark Salisbury, the Equal Employment Opportunity (EEO) Officer of the Company. The EEO Officer has the authority, resources, support of and access to the CEO necessary to ensure the effective implementation of the EEO Program. The identity of the EEO Officer appears on internal and external communications regarding the Company's equal employment opportunity and affirmative action policies.

The duties of the Affirmative Action Officer and designees include:

- Developing policy statements, AAPs, and internal and external modes of communication
- Advising managers and supervisors that the Company is obligated to prevent discrimination and harassment of applicants and employees on the basis protected by law and regulation and maintaining awareness of current EEO laws and regulations. Assisting management in collecting and analyzing employment data, identifying any problem areas, setting goals and timetables, and developing solutions
- Designing, implementing, and monitoring an internal audit and reporting system to measure the effectiveness of the Company's Program, indicate the need for remedial action, determine the degree to which the Company's objectives have been attained
- Overseeing regular discussions with local managers, supervisors, and employees to ensure the Company's policies are being followed and are understood
- Concurring in the hiring and promotion process by periodically reviewing employment documents to ensure the actions of the Company are not discriminatory and do not result in disparate treatment or impact
- Periodically reviewing employment practices policies, including but not limited to recruitment, screening, selection, promotion, disciplinary, and related to processes, complaint policies, reasonable accommodations policies, performance evaluations, grievance procedures, and union agreements
- Keeping management, including the CEO at least semiannually, informed of developments in relation to the Company's goals and with contractor and vendor compliance
- Serving as liaison between the Company and enforcement agencies, and between the Company and organizations of and for minorities or females

- Advising managers and supervisors that the Company is obligated to prevent discrimination and harassment of applicants and employees on the basis protected by law and regulation and maintaining awareness of current EEO laws and regulations
- Completing EEO investigative training focusing on important aspects of a quality investigation, such as issue spotting, investigation planning, reviewing documents, interviewing witnesses, analyzing evidence, drawing conclusions, and making recommendations
- Investigating complaints of EEO discrimination
- Providing EEO training for employees and managers
- Advising employees and applicants of available training programs and professional development opportunities and the entrance requirements
- Ensuring posters and notices are properly displayed or disseminated in ways that are accessible and understandable to applicants and employees. The designated Regional HR Director audits the posting of the policy statement and notices at individual locations, such as Fargo ND.
- Serving as the liaison between the Company and enforcement agencies, and between the Company and organizations of and for minorities or females.

The duties of the Company and its supervisors, managers, and officials include:

- Participating actively in periodic audits of all aspects of employment to identify and remove barriers obstructing the achievement of specified goals and objectives
- Holding regular discussions with other managers, supervisors, employees, and affinity groups to ensure agency policies and procedures are being followed and to ensure the policy is understood regarding hiring and promotions
- In conjunction with the EEO Officer, maintaining and updating the personnel database for generating reports required for the nondiscrimination program at least quarterly
- Cooperating with the EEO Officer in review of information and investigation of complaints and coordinating with the Company's Senior Paralegal who monitors, tracks, and communicates with appropriate employees regarding the complaints and their status
- Encouraging employee participation to support the advancement of the EEO Program, including professional development and career growth opportunities, posting promotional opportunities, shadowing, and mentoring. Coordinate with HR to ensure employees are advised of entrance requirements, training and professional development opportunities.
- The success of the EEO Program is included in the performance evaluation of the managers, supervisors and others responsible for this program.

Organizational Profile

41 C.F.R. 60-2.11

As one of the diagnostic components of Transdev U.S.'s AAP, the Company has completed a profile of the workforce at the Fargo ND location. The organizational profile is an overview of the staffing patterns at this establishment and is used to determine whether there are areas in the workforce where individuals are underrepresented or concentrated by gender or race.

To complete the organizational profile the Company has elected to follow the Workforce Analysis methodology. The analysis identifies the departments at the Fargo ND establishment and for each department lists all job titles from lowest to highest paid. For each job title, the report provides the following data: the total number of incumbents, the total number of male and female incumbents, and the total number of male and female incumbents by racial/ethnic group.

Job Group Analysis

41 C.F.R. 60-2.12

As the second diagnostic component of the EEO Plan, Transdev U.S. has prepared a job group analysis. The job group analysis is the first step in comparing the representation of minorities and females in the workforce with the estimate of the available qualified minorities and females who could be employed by the Company in positions covered by this Plan.

In designing job groups, jobs have been placed in job groups based upon the general criteria of relatively similar content, similar opportunities, and similar rates of pay.

Similarity of content refers to the relative duties and responsibilities of the job titles which make up the job group. Similarity of opportunities refers to training, transfers, promotions, pay mobility and other career enhancement opportunities offered by the jobs within the job group.

The job groups in this Plan were developed to serve as a basis for a statistical analysis comparing current workforce utilization to weighted internal and external availability, and, thereafter, to develop annual goals as to minorities and females. Accordingly, job content (reflected in census data matches) and opportunity for advancement (important for determining feeder jobs) have been relied upon more than pay rates in grouping jobs.

Moreover, where possible, and, consistent with other factors, job groups were devised which are of a sufficient size to conduct a meaningful utilization analysis. Necessary differences exist in the statistical analysis for utilization and the statistical analysis which would be appropriate for compensation. Therefore, the Company does not suggest or agree its job groups contain jobs whose incumbents are sufficiently similarly situated (considering a variety of factors including tasks performed, effort, level of responsibility, working conditions, work location, job difficulty, minimum qualifications, performance, and other objective factors) to be included in the same group for purposes of statistical analysis of rates of pay or compensation.

The Job Group Analysis report identifies the job groups created for this AAP, the job titles that comprise each job group, and the percentage of minority incumbents and the percentage of female incumbents in each job group.

Availability Analysis

41 C.F.R. 60-2.14

The availability analysis is a part of the Incumbency vs. Estimated Availability Analysis – the final diagnostic component of this Plan. The purpose of the availability analysis is to establish a benchmark against which the demographic composition of the Company's workforce may be compared to determine whether barriers to equal employment opportunity may exist within particular job groups.

Pursuant to applicable regulations, the availability analysis for each job group examines two potential areas of availability: individuals with the requisite skills outside the establishment (external availability) and individuals within the establishment who are promotable, transferable, and/or trainable (internal availability). In determining availability, the Company has selected a reasonable recruitment area and the pool of promotable, transferable, and trainable employees in such a way as not to exclude qualified minorities and females. Moreover, when determining external availability, the Company has used the most current and discrete statistical information available. For this availability analysis, the Company has used the EEO 2018 5-year ACS Tabulation Data. Finally, where a job group is composed of different job titles that carry different availability rates, the Company calculated a composite availability figure. The Company arrived at the composite availability figure by determining the proportion of the job group incumbents employed in each job title, weighting the availability for each job title by the proportion of incumbents employed in that title, and adding together the weighted availability estimates.

Comparison of Incumbency vs. Estimated Availability

41 C.F.R. 60-2.15

Transdev U.S. will prepare the representation of minorities and females in each job group with their representation among those identified in the availability analysis as available for employment in the job group. Where actual representation is less than the calculated availability, the Company will determine whether the difference was greater than could reasonably be expected.

Identification of Problem Areas by Organizational Unit and Job Group

41 C.F.R. 60-2.17(b)

Transdev U.S. will conduct an analysis of its total employment process, including evaluating the local location's workforce by organizational unit and job group, personnel activity, compensation systems, and other personnel procedures to determine whether and where impediments to equal employment opportunity exist.

An analysis of each of these processes follows.

Composition of the Workforce by Organizational Unit

The Company has analyzed its workforce to determine if minorities or females are significantly underrepresented or concentrated in any organizational unit.

Composition of the Workforce by Job Group

The Company will conduct an availability analysis by job group, considering both external and internal availability, and has compared incumbency to estimated availability to determine placement goals. The descriptions of Factor 1 and Factor 2 by job group are summarized in this Plan. The Company has established affirmative action placement goals and programs to address any areas of underutilization and will continue to make a good faith effort to reach the placement goals established by implementing action-oriented programs.

Analysis of Progress Towards Prior Year Goals

When the percentage of minorities or females employed in a particular job group is less than would reasonably be expected given their availability percentage in that job group, the Company will establish an annual percentage placement goal at least equal to the availability figure derived for minorities or females, as appropriate, for that job group.

Review of Personnel Activity

The Company will analyze additional personnel activities to determine whether and where impediments to equal employment opportunity exist and whether there are significant selection disparities by race/ethnicity

or gender. These activities include applicant flow, hires, promotions, terminations, and other personnel actions.

Applicant Flow

The Company accepted applications for open positions, and persons interested in obtaining employment with the Company were advised to apply according to the Company's current policy. The Company periodically reviews recruitment and selection actions to ensure there are no barriers to equal employment opportunity.

Hires

The Company periodically reviews recruitment, selection and hiring actions to ensure there are no barriers to equal employment opportunity and no significant differences in selection rates by gender or race/ethnicity. Job descriptions are reviewed to make sure duties are accurately described and the experience and education requirements are job related. Job descriptions will continue to be written without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

Application forms are reviewed to ensure all requested information is job related, and the forms comply with all applicable laws. Where applicable, tests will be reviewed and administered in a non-discriminatory manner.

Company representatives who are involved in the selection process will be briefed on the Company's obligations. Hiring decisions are to be based on the applicant's experience, skills, abilities, education, and any other job-related criteria.

Promotions

The Company provides employees the opportunity to be promoted. The Company periodically reviews promotional actions to ensure there are no barriers to equal employment opportunity and no significant differences in selection rates by gender or race/ethnicity.

The Company provides reasonable opportunity for employees to advance by offering training and other developmental opportunities. Most promotional opportunities are posted on the company's intranet and on location bulletin boards, providing interested employees with an opportunity to apply.

Terminations

The Company periodically evaluates its termination practices to ensure there are no barriers to equal employment opportunity and no significant differences in selection rates by gender or race/ethnicity. When terminations or reductions in force are necessary, the Company makes its decisions without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by law.

Training

The Company mandates that every incumbent employee receives training regarding the EEO Plan and Unlawful Harassment. Further, the Company requires that every newly hired employee receives this training. The annual training is a proprietary program developed by Transdev and provided to each location electronically. Location supervisors and managers receive this training directly through their individual portal to the Transdev ELearning system and front-line employees are provided the training conducted by a trainer using the electronic program in groups. This annual training is a two-hour session.

Review of Compensation Systems

As part of its affirmative action obligations, the Company has reviewed its compensation systems to determine whether those systems are being administered without regard to an individual's sex, race, ethnicity, or other characteristic protected by law. If the Company discovers significant compensation system differences between individuals who are similarly situated, it will determine whether they are the result of legitimate, nondiscriminatory factors.

Placement Goals and Timetables

41 C.F.R. 60-2.16

As required by applicable regulations, Transdev U.S. has established placement goals where the actual representation of minorities or females in a job group is less than would be reasonably expected based on calculated availability.

In establishing placement goals, the Company applied the following principles:

- When the percentage of minorities or females employed in a particular job group is less than would reasonably be expected, given their availability percentage in that job group, the Company established a percentage annual placement goal at least equal to the availability figure derived for minorities or females, as appropriate, for that job group.
- Placement goals are not quotas that must be met, nor are they to be considered as either a ceiling or a floor for the employment of individuals of a specific race or sex.
- In all employment decisions, the Company makes selections in a nondiscriminatory manner. Placement goals do not provide a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, on the basis of that individual's sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or other characteristic protected by law.
- Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results.
- Placement goals are not used to supersede merit selection principles, nor do these placement goals require the Company to hire a person who lacks qualifications to perform the job successfully or hire a less qualified person in preference to a more qualified one.

As is described in more detail in the Action-Oriented Program section of this Plan, where a placement goal is set, the Company will develop affirmative steps to increase the recruitment and training of the underrepresented group.

Development and Implementation of Action-Oriented Programs

41 C.F.R. 60-2.17

Transdev U.S. has developed and executed action-oriented programs designed to correct any problem areas that may exist. To remove identified barriers and expand employment opportunities, the Company engages in or has made plans to implement the activities outlined in this Plan, as appropriate.

The Company's commitment to equal employment opportunity is publicized and employees are encouraged to participate in the Company's Affirmative Action Program through activities such as the following:

- Written notification of the Company's affirmative action policy will be sent to all subcontractors, including subcontracting vendors and suppliers, and request appropriate action on their part.
- The Company will make the Equal Employment Opportunity Clause part of all covered contracts and purchase orders.
- The Company's Equal Employment Opportunity and Affirmative Action Statement of Policy will be made available to applicants and employees. The policy will include a statement that employees and applicants are protected from coercion, intimidation, and interference or discrimination for filing a complaint or assisting in an investigation under Executive Order 11246, as amended. When applicable, the Company will publicize the policy in Company publications.
- The Company will hold meetings with executive, management, and supervisory personnel to explain the Company's policy of affirmative action and to make clear the 's support for the policy.
- Advertisements or solicitations for prospective employees will indicate the Company is an equal opportunity employer.
- The Company will seek to include individuals covered by this Plan when employees are pictured in consumer and personnel recruitment advertising.
- The Company will encourage qualified minority and female applicants to apply for available job openings through the following activities, as appropriate:
 - Minority and female, as well as non-minority and male, employees will be actively encouraged to refer applicants to the Company.
 - The Company will send available job opportunities to the State Employment Services Delivery System.
 - The Company will identify local organizations and/or community agencies specializing in placing and/or developing training programs for protected individuals and send them notices of vacant positions.

Where placement goals exist, the Company will contact universities and two- and four-year local colleges, vocational technical schools, high schools, local business schools, and state and community organizations which attract qualified minority and female students.

The Company will implement procedures to ensure minority and female employees are given equal opportunities for promotion, such as the following:

- On-the-job training will be provided to all qualified employees to assist them in developing the necessary knowledge and skills for promotion to higher level jobs.
- The Company will continue to make opportunities for advancement widely known through its career development process and by encouraging minorities and females to take advantage of these opportunities. Internal job opportunities may be posted so employees may apply to positions of interest.
- Internal training programs will be offered to eligible employees without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by applicable law.
- The Company will offer employees the opportunity to participate in external training programs without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, protected veteran status, or any other characteristic protected by applicable law.

Internal Audit and Reporting System

41 C.F.R. 60-2.17

It is the responsibility of the Company's Equal Employment Opportunity Officer to monitor employment and personnel practices to ensure compliance with applicable regulations and adherence to the Company's EEO Program, and to measure the effectiveness of Transdev Services, Inc's EEO Program.

The Company's audit and reporting system is designed and implemented to:

- Measure the effectiveness of the EEO and AAP plans
- Identify any need for remedial action
- Determine the degree to which the Company's objectives are being attained
- Determine whether protected individuals have had the full opportunity to equal employment and to participate in all Company sponsored educational, training, recreational, and social activities
- Measure the Company's compliance with the AAP's specific obligations
- Document the actions taken to monitor the Company's compliance with the AAP's specific obligations.

To measure the effectiveness of the AAP, the Company may take the following actions:

- Audit the Company's voluntary self-identification process to monitor the number of individuals who choose to self-identify and evaluate whether changes could be made to Company's self-identification process to encourage greater voluntary self-identification
- Monitor records of applicant flow, referrals, placements, training, transfers, promotions, terminations, and compensation decisions to evaluate the degree to which equal employment opportunity and organizational objectives are being obtained
- Report on the organization's progress towards equal employment opportunity and any identified problem areas so appropriate steps can be taken to resolve any issues
- Examine available utilization and benchmark data regarding protected individuals and develop action-oriented programs to address any areas of underutilization
- Review available data computations and analyses regarding applicants and hires
- Review the effectiveness of the Company's recruitment and outreach activities

- Use a schedule to regularly assess any mental and physical qualifications to ensure they are job-related and consistent with business necessity
- Regularly assess the Company's personnel processes to ensure all individuals have equal opportunity in employment
- Audit communications with vendors and subcontractors to ensure such communications reflect the Company's commitment to equal employment opportunity and affirmative action
- Audit communications with applicants and employees to ensure such communications reflect the Company's commitment to equal employment opportunity and affirmative action
- Audit job listings to ensure the postings reflect the Company's commitment to equal employment opportunity and affirmative action, and such postings are timely listed with the appropriate state employment delivery system
- Audit personnel policies to ensure such policies reflect the Company's commitment to equal employment opportunity and affirmative action
- Clearly communicate the complaint process to all employees and how to file a complaint
- Review and monitor complaints and to implement new policies or processes to address identified areas of improvement

To ensure proper review, monitoring, and tracking of the EEO Program, the Company will take the following steps:

- Ensure the EEO Officer and CEO discuss the progress of the EEO Program and the results of the monitoring a minimum of semiannually
- Assemble time specifically to discuss EEO-related topics and follow-up actions between the EEO Officer and the Chief Executive Officer (CEO) once each quarter minimum
- Provide the meeting minutes of each EEO-related meeting or where EEO topics are brought forward between the EEO Officer and management, including any follow-up actions
- Review current EEO goals and statistics on employment practices and policies with members of Human Resources and hiring officials once each quarter and implement new procedures and/or policies to address identified areas of improvement
- Maintain records documenting progress and efforts to ensure nondiscrimination, include but not limited to agendas, sign-in sheets for official EEO training or meetings with management, job postings published, advertisements placed, and others
- Coordinate with the Company Senior Paralegal who monitors, tracks and communicates complaints with appropriate employees

The Company will make available upon request to the FTA:

- List of subrecipients or contractors the recipient is monitoring and the services they provide

- Proof of review of subrecipients or contractors' EEO Program (e.g., letter or memo to the subrecipient)
- Organizational chart showing reporting relationships of all directors, department heads, and executive leadership, including names and titles.
- A copy of the goals and timetables chart from the previous program.
- Where the Affirmative Action Program is found to be deficient, the Company shall endeavor to undertake necessary action to improve the Program.

**REPORTS,
AS ATTACHMENTS**

REPORTS, SUMMARY: Fargo ND

Organizational Structure:

The Transdev (First Transit) location's organization is comprised of the following classifications of employees:

Officials and Administrators (in these positions:)

General Manager
Assistant General Manager
Safety Manager

Professionals (in these positions):

Trainer
Road Supervisor

Administrative Support Employees (in these positions:)

Office Clerk

Service/Maintenance Employees (in these positions:)

Operator (Driver)

Wage ranges for each classification are reported in the Utilization Analysis Chart.

Utilization – Areas of Underutilization:

The Utilization Analysis indicates only one area of underutilization. This is:

Service Maintenance Employees 2 White Females

Goals are provided in the Utilization Analysis Chart.

Potential Areas of Impact – Recruitment:

Through use of several "Instant Apply" online recruitment tools, voluntary disclosure of Gender, Race, Disability status and Protected Veteran's Status is not self-identified by many applicants and employees. The potential impacts indicated in the analysis are reduced or negated by these numbers and it cannot be statistically concluded that any actual impacts in hiring were experienced.

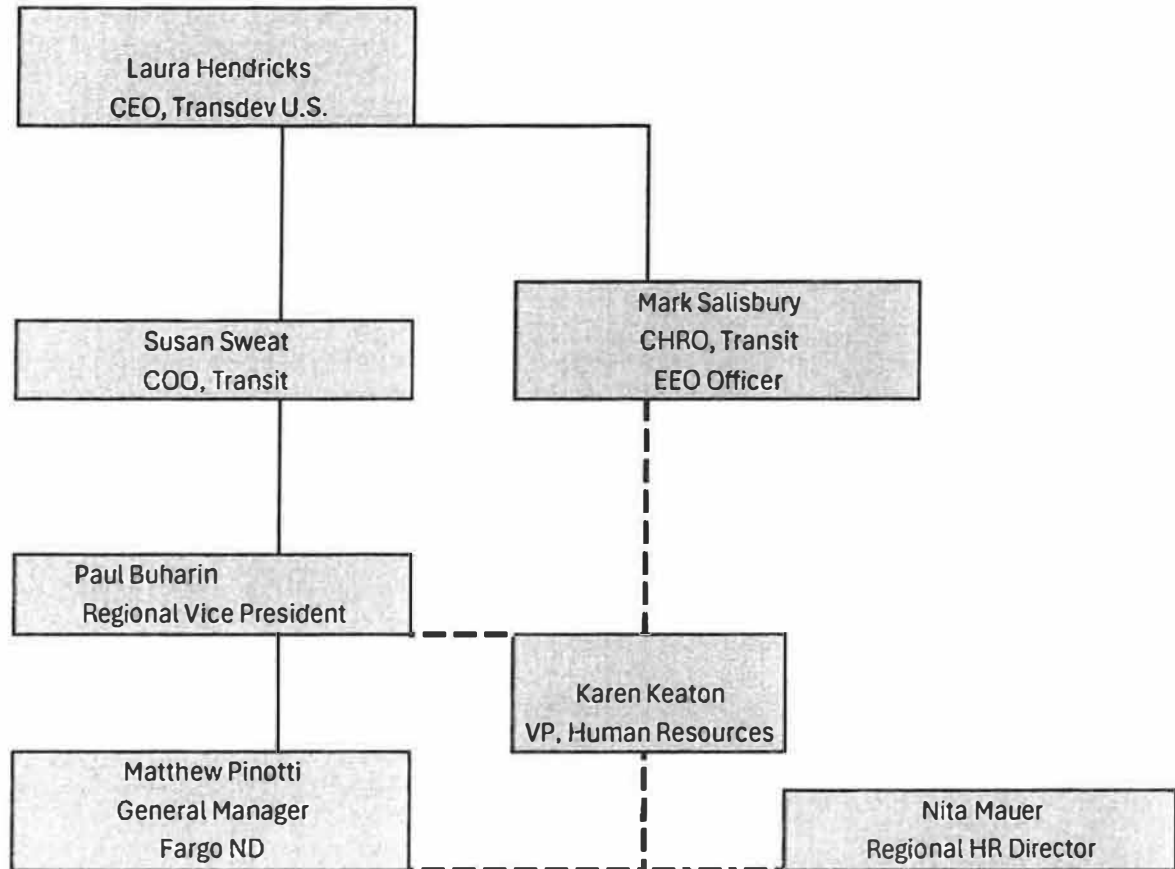
Training:

A training spreadsheet is not included because Transdev requires every employee to undertake training in a variety of areas, including two hours annually for EEO/Unlawful Harassment training (including its First Transit locations). The training chart would simply duplicate the roster due to 100% participation.

Discipline:

Most Transdev's Fargo ND employees are represented by the Teamsters Local # 120 labor union. The collective bargaining agreement (CBA) specifies the progression of disciplinary action to be followed, and all discipline is reviewed by the union representative for compliance. The company's Employee Handbook covers non-union employees and applies a progression and disciplinary processes for the remaining employees. Therefore, a disciplinary chart is not provided.

Transdev's First Transit Fargo ND EEO Reporting Structure



Utilization Analysis by Job Category

[illegible]

Utilization Analysis by Job Category

[illegible]

Utilization Analysis by Job Category

[illegible]

Four-Fifths Adverse Impact Analysis by Job Category
Hires

Job Category (Use EEO-4)	Total		W		A/AN		B		H/L		A		NH/PI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Number Applied	5	4	3	3	-	-	2	1	-	-	-	-	-	-	-	-
Total Hires	1	2	1	1	-	-	-	1	-	-	-	-	-	-	-	-
Selection Rate	20.0%	50.0%	33.3%	33.3%	N/A	N/A	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	40.0%	100.0%	33.3%	33.3%	N/A	N/A	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	Yes	No	Yes	Yes	N/A	N/A	Yes	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7 - Skilled Craft																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 - Service-Maintenance																
Number Applied	700	213	281	97	19	9	279	63	53	21	36	2	4	-	28	21
Total Hires	114	28	52	14	1	-	48	9	4	3	5	-	-	-	4	2
Selection Rate	16.3%	13.1%	18.5%	14.4%	5.3%	N/A	17.2%	14.3%	7.5%	14.3%	13.9%	N/A	N/A	N/A	14.3%	9.5%
Ratio to Highest Rate	100.0%	80.7%	100.0%	78.0%	28.4%	N/A	93.0%	77.2%	40.8%	77.2%	75.1%	N/A	N/A	N/A	77.2%	51.5%

**Four-Fifths Adverse Impact Analysis by Job Category
Hires**

Job Category (Use EEO-4)	Total		W		A/AN		B		H/L		A		NH/PI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Potential Adverse Impact (Yes/No)	No	No	No	Yes	Yes	N/A	No	Yes	Yes	Yes	Yes	N/A	N/A	N/A	Yes	Yes

Notes: Fargo New Hires 1/1/21 - 12/31/24 One (1) Male and One (1) Female newly hired Professional employees ; Twenty-four (24) Male and Ten (10) Female Service/Maintenance did not self-identify race/ethnicity. Transdev (First Transit) utilized several "instant apply" recruitment programs in addition to its primary recruitment process and such sites allow persons to indicate interest even if unqualified candidates and with incomplete applications. Most of these applicants did not self-identify Gender, race/ethnicity, disabled or veterans status. Seven hundred sixty-three (763) applicants for Service/Maintenance positions did not provide this data. Notes continued below:

Persons with Disabilities	Total		W		A/AN		B		H/L		A		NH/PI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Number Applied	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Veterans	Total		W		A/AN		B		H/L		A		NH/PI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Number Applied	42	9	18	5	2	-	14	-	3	2	1	-	1	-	3	2
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	0.0%	0.0%	0.0%	0.0%	0.0%	N/A	0.0%	N/A	0.0%	0.0%	N/A	N/A	N/A	N/A	0.0%	0.0%

Additionally, Seventy (70) Male and Twenty-six applicants for Service/Maintenance positions did not self-identify race/ethnicity, disabled or veterans status. These high numbers significantly reduce or negate the potential areas of adverse impact. Those employees active in December 2024 did not self-identify their disabled or veterans status.

Four-Fifths Adverse Impact Analysis by Job Category
Hires

Job Category (Use EEO-4)	Total		W		A/A/N		B		H/L		A		NH/PI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
1 - Officials & Administrators																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 - Professionals																
Number Applied	5	4	3	3	-	-	2	1	-	-	-	-	-	-	-	-
Total Hires	1	2	1	1	-	-	-	1	-	-	-	-	-	-	-	-
Selection Rate	20.0%	50.0%	33.3%	33.3%	N/A	N/A	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	40.0%	100.0%	33.3%	33.3%	N/A	N/A	0.0%	100.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	Yes	No	Yes	Yes	N/A	N/A	Yes	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 - Technicians																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 - Protective Service																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 - Paraprofessional																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7 - Skilled Craft																
Number Applied	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Highest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 - Service-Maintenance																
Number Applied	700	213	281	97	19	9	279	63	53	21	36	2	4	-	28	21
Total Hires	114	28	52	14	1	-	48	9	4	3	5	-	-	-	4	2
Selection Rate	16.3%	13.1%	18.5%	14.4%	5.3%	N/A	17.2%	14.3%	7.5%	14.3%	13.9%	N/A	N/A	N/A	14.3%	9.5%
Ratio to Highest Rate	100.0%	80.7%	100.0%	78.0%	28.4%	N/A	93.0%	77.2%	40.8%	77.2%	75.1%	N/A	N/A	N/A	77.2%	51.5%

**Four-Fifths Adverse Impact Analysis by Job Category
Hires**

Job Category (Use EEO-4)	Total		W		AI/AN		B		H/L		A		NH/PI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Potential Adverse Impact (Yes/No)	No	No	No	Yes	Yes	N/A	No	Yes	Yes	Yes	Yes	N/A	N/A	N/A	Yes	Yes

Notes: Fargo New Hires 1/1/21 - 12/31/24 One (1) Male and One (1) Female newly hired Professional employees ; Twnty-four (24) Male and Ten (10) Female Service/Maintenance did not self-identify race/ethnicity. Transdev (First Transit) utilized several "instant apply" recruitment programs in addition to its primary recruitment process and such sites allow persons to indicate interest even if unqualified candidates and with incomplete applications. Most of these applicants did not self-identify Gender, race/ethnicity, disabled or veterans status. Seven hundred sixty-three (763) applicants for Service/Maintenance positons did not provide this data. Notes continued below.

Persons with Disabilities	Total		W		AI/AN		B		H/L		A		NH/PI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Number Applied	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	0.0%	0.0%	0.0%	0.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Veterans	Total		W		AI/AN		B		H/L		A		NH/PI		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Number Applied	42	9	18	5	2	-	14	-	3	2	1	-	1	-	3	2
Total Hires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Selection Rate	0.0%	0.0%	0.0%	0.0%	0.0%	N/A	0.0%	N/A	0.0%	0.0%	N/A	N/A	N/A	N/A	0.0%	0.0%

Additionally, Seventy (70) Male and Twenty-six applicants for Service/Maintenance positions did not self-identify race/ethnicity, disabled or veterans status. These high numbers significantly reduce or negate the potential areas of adverse impact. Those employees active in December 2024 did not self-identify their disabled or veterans status.

Four-Fifths Adverse Impact Analysis by Job Category Terminations

[illegible]

**Four-Fifths Adverse Impact Analysis by Job Category
Terminations**

Job Category (Use EEO-4)	Total		W		A/AN		B		H/L		A		NHOP1		M	
	Male	Female	M	F	M	F	M	F	M	F	M	F	M	F	M	F
5 - Paraprofessional																
Total Workforce	-	-					-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-					-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 - Administrative Support																
Total Workforce	-	-					-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-					-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7 - Skilled Craft																
Total Workforce	-	-					-	-	-	-	-	-	-	-	-	-
Total Involuntary Terminations	-	-					-	-	-	-	-	-	-	-	-	-
Involuntary Termination Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 - Service-Maintenance																
Total Workforce	100	63	53	31	25	2	18	16	2	14	1	3	1	-	-	-
Total Involuntary Terminations	18	8	8	4			9	2	1	-	-	-	-	-	-	2
Involuntary Termination Rate	18.0%	12.7%	15.1%	12.9%	0.0%	N/A	50.0%	12.5%	N/A	0.0%	N/A	N/A	N/A	N/A	N/A	N/A
Ratio to Lowest Rate	70.5%	100.0%	0.0%	0.0%	100.0%	N/A	0.0%	0.0%	N/A	100.0%	N/A	N/A	N/A	N/A	N/A	N/A
Potential Adverse Impact (Yes/No)	No	No	No	No	No	N/A	Yes	No	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A

Notes: Five (5) Male Service/maintenance employees (Drivers) who were terminated did not self-identify race/ethnicity.



HUMAN RESOURCES

HUMAN RESOURCES DEPARTMENT

Fargo City Hall
225 4th Street North
Fargo, ND 58102

Phone: 701.241.1321 | Fax: 701.476.6707
FargoND.gov

To: Julie Bommelman, Transit Director

From: Jill Minette, SHRM-SCP, SPHR, PSHRA-CP
Director of Human Resources

Date: February 18, 2025

Re: Transdev EEO and Affirmative Action Program

This memorandum is to confirm that I have reviewed and approved the 2024 - 2028 EEO Policy Statement and Affirmative Action Plan submitted by Transdev.

September 2, 2025

22

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

The Honorable Board of City Commissioners:

The North Dakota Department of Transportation (NDDOT) had awarded the City of Fargo Transit Division additional capital funds for the purchase of two replacement fixed-route large buses, CFDA No. 20.526. The original contract from NDDOT was for \$977,500 and approved by the Fargo City Commission September 2023, and an amendment incorporating the additional funding was approved at the May 7, 2025 Fargo City Commission meeting.

The attached amendment extends the contract date to accommodate ordering and delivery delays. No additional funding is being requested at this time.

The requested motion is to approve the attached contract amendment with NDDOT to extend the contract date.

Respectfully,



Julie Bommelman
Transit Director
City of Fargo
701.476.6737

/enc



MEMO TO: Chad M. Orn
Deputy Director for Planning

FROM: Stacey Hanson
Assistant Engineer for Local Government
Becky Hanson
Transit Manager, Local Government Division

DATE: 8/13/2025

SUBJECT: Section 5339, Bus and Bus Facilities Program
City of Fargo/Fargo Metro Area Transit

SH BH

This is a contract amendment to provide additional time and transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is amendment will provide additional funds of \$136,000 for the purchase of vehicles due to a bid price increase after ordering. This amendment will extend the contract date to accommodate ordering and delivery delays.

The original contract has \$977,500 remaining. The contract completion date is June 30, 2026.

38/ss
Attachment(s)

NDDOT Contract No. 38231169B

North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 38231169

Project No. N/A

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd St. N., Fargo, ND 58102.

WHEREAS, the parties entered into a contract on 10/4/23; and

WHEREAS, additional funds in the amount of \$136,000 will be added; and

WHEREAS, additional time will be added to the contract with new end date of 6/30/2026; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract will be extended to June 30, 2026, and additional funds of \$136,000 will be added. The contract will now include funds from federal aid project ND-2025-006 – FY22/24 Section 5339 Statewide formula funds for Capital, POP – 07/03/2025 – 03/28/2027.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

COMPANY NAME

SIGNATURE

OFFICER'S NAME (TYPE OR PRINT)

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

SIGNATURE

TITLE

DATE

WITNESS:

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Derek Pfeifer

DIVISION DIRECTOR (TYPE OR PRINT)

Derek Pfeifer
SIGNATURE

08/18/25

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



Attachment B

Project Name Amendment - 38231169A
 City of Fargo – Fargo Metro Area Transit
 SFY 2024 (July 1, 2023 - June 30, 2026)

	Local Match Percent	Funding Source	Federal Share ND2023-003	FY22/24 Federal Share - ND2025-006	TOTAL Federal Share	Local Share	Total
Funding Category							
111202 Purchase Replacement Std 35 Ft Bus – Replaces 5FYH5KU10BB038631	15	5339(b) & 5339	\$488,750	\$68,000	\$556,750	\$98,250	\$655,000
111202 Purchase Replacement Std 35 Ft Bus – Replaces 5FTG5KU19BB038630	15	5339(b) & 5339	\$488,750	\$68,000	\$556,750	\$98,250	\$655,000
TOTALS			\$977,500	\$136,000	\$1,113,500	\$196,500	\$1,310,000

Notice to Subrecipients: Each Federal program is governed by different regulations. Federal awards have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

CFDA Title	CFDA No.	Title 49 USC Chapter 53 Section	Award Name
Capital Assistance Program	CFDA No 20.526	5339(b) & 5339	Bus and Bus Facilities
Section 5339 provides for capital grants to private nonprofit corporations and associations for the specific purpose of assisting them in providing mass transportation.			

PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

North Dakota Department of Transportation, Local Government
SFN 61785 (2-2022)

Instructions:

Requests for period of performance /contract end date extensions must be submitted at least 90-days prior to the current end date. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 8/8/2025	
Funding Program FTA 5339	Contract Number 38231169
Current Contract End Date 8/31/2025	Proposed End Date 6/30/2026
Remaining Federal/State Contract Amount \$977,500	Proposed Increase in Federal/State Funding \$0

Subrecipient (Agency Name) City of Fargo	
Contact Person Jordan Smith	Telephone Number 701-476-5940
Email Address jmsmith@fargond.gov	
Project Description Purchase Replacement (2) - Std 35 ft Bus	
1. Reason for Delay (Provide a detailed description.) Purchashe order was issued for this bus order on 2/11/2025. Buses are scheduled to be built in November 2025 and delivered by the end of the year.	
2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.) Buses have been ordered and are scheduled for delivery before year end 2025.	
3. Plan for Completion (List the steps to be taken if approval is granted that will ensure completion by the new end date.) Buses have been ordered and are scheduled for delivery before year end 2025.	
4. Indicate the number of Period of Performance/Contract extensions previously granted for this project: <input checked="" type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 or more, provide explanation: _____	

SFN 61785 (2-2022)

Page 2 of 2

Authorized Official or Agency Designee <i>Julia Bommelman</i> Julia Bommelman	Completion Date 8.8.25
<p>I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the <u>allowable time-frame</u> of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.</p>	
Signature of Authorized Official or Agency Designee <i>Julia Bommelman</i>	Date 8.8.25

This Section is for NDDOT/Local Government Division Staff use only	
Recommendation: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Signature <i>Becky Hanson</i>	Date 8/13/2025
Comments: Amendment for time and an increase of \$136,000 will be added based on the 2026 5339 grant application.	

Please send completed/signed extension request to bhanson@nd.gov or

NDDOT/Local Government Division

608 E Boulevard Avenue, Bismarck, ND 58505-0700

Certificate of Completion

Envelope Id: 426DDBA4-D924-4CC0-B4C8-7A81AF12F067
 Subject: Contract #38231169B: Please DocuSign: NDDOT Contract Amendment
 Contract Number: 38231169B
 PCN:
 Source Envelope:
 Document Pages: 6
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Sara Susie
 608 E Boulevard Ave
 Bismarck, ND 58505
 ssusie@nd.gov
 IP Address: 165.234.92.122

Record Tracking

Status: Original	Holder: Sara Susie	Location: DocuSign
8/15/2025 9:32:41 AM	ssusie@nd.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD	Location: DocuSign

Signer Events

Becky Hanson
 bhanson@nd.gov
 Carahsoft OBO North Dakota Department of Transportation CLOUD
 Security Level: Email, Account Authentication (None), Authentication

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 2001:4930:c800:4100::311

Timestamp

Sent: 8/15/2025 9:36:44 AM
 Viewed: 8/15/2025 10:11:00 AM
 Signed: 8/15/2025 10:11:29 AM

Authentication Details

SMS Auth:
 Transaction: 3e4342d8-62d1-4269-ae1b-37091851cb6b
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 8/15/2025 10:10:43 AM
 Phone: +1 701-391-3378

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Stacey Hanson
 smhanson@nd.gov
 Assistant Local Government Engineer
 Carahsoft OBO North Dakota Department of Transportation CLOUD
 Security Level: Email, Account Authentication (None), Authentication



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

Sent: 8/15/2025 10:11:30 AM
 Viewed: 8/18/2025 8:25:49 AM
 Signed: 8/18/2025 8:53:32 AM

Authentication Details

SMS Auth:
 Transaction: bcdd7625-b1fe-44ba-8f42-fe9328f792c1
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 8/18/2025 8:25:42 AM
 Phone: +1 701-527-8879

SMS Auth:
 Transaction: caea3e01-61e1-4a52-9cb5-be4030af857e
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 8/18/2025 8:53:00 AM
 Phone: +1 701-527-8879

Signer Events

Signature

Timestamp

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Derek Pfeifer
ddpfeifer@nd.gov
Local Gov Eng
Security Level: Email, Account Authentication
(None), Authentication



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

Sent: 8/18/2025 8:53:34 AM
Viewed: 8/18/2025 12:50:38 PM
Signed: 8/18/2025 12:51:19 PM

Authentication Details

SMS Auth:
Transaction: ffc9559b-7dc5-42e7-aeaf-e51abdc04743
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/18/2025 12:50:32 PM
Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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



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

Sent: 8/18/2025 12:51:21 PM
Viewed: 8/18/2025 1:28:38 PM
Signed: 8/18/2025 1:30:17 PM

Authentication Details

SMS Auth:
Transaction: 54f04398-7a9b-4738-95cd-b250d08e3718
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/18/2025 1:28:29 PM
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:

Signer Events

Not Offered via DocuSign

Lindsey Jakobsen

ljakobsen@nd.gov

Security Level: Email, Account Authentication
(None), Authentication**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Signature****Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Sara Susie

ssusie@nd.gov

Chief Financial Officer

Carahsoft OBO North Dakota Department of
Transportation CLOUDSecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Using IP Address: 165.234.253.12

Sent: 8/15/2025 9:32:55 AM

Viewed: 8/15/2025 9:33:56 AM

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VIEWED**Agent Delivery Events****Status****Timestamp**

Jordan Smith

jmsmith@cityoffargo.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Sent: 8/18/2025 1:30:19 PM

Viewed: 8/19/2025 1:52:14 PM

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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Envelope Updated

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Security Checked

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Security Checked

8/15/2025 9:36:43 AM

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Envelope Updated
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Payment Events

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Timestamps

8/15/2025 9:36:43 AM
8/15/2025 9:36:43 AM
8/15/2025 9:36:43 AM
8/18/2025 8:42:10 AM

Timestamps



TRANSIT OFFICE

TRANSIT OFFICE
650 23RD St. N.
Fargo, ND 58102
Phone: 701.241.8140 | Fax: 701.241.8558
FargoND.gov

August 28, 2025

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

23

Dear Commissioners:

The City of Fargo's Transit Department entered into a service contract with Ambassador Cleaning in 2022 for custodial services at the Ground Transportation Center and the Metro Transit Garage. This contract was for three years and included an optional two year contract extension, upon agreement by both parties. Both the City of Fargo's Transit Department and Ambassador Cleaning wish to extend this contract through 2027. A Written Renewal of Contract has been drafted by the Assistant City Attorney for your consideration.

RECOMMENDED MOTION: Approve the attached Written Renewal of Contract with Ambassador Cleaning to extend the contract for two years through October 9, 2027.

Sincerely,

Cole Swingen
City of Fargo Assistant Transit Director – Operations

WRITTEN RENEWAL OF CONTRACT

**Between the City of Fargo, North Dakota, and Ambassador Cleaning for GROUND
TRANSPORTATION CENTER & METRO TRANSIT GARAGE CUSTODIAL SERVICES
October 10, 2025 through October 9, 2027**

This Written Renewal of Agreement is entered into on the 21st day of August, 2025, by and between the CITY OF FARGO, NORTH DAKOTA, a North Dakota Municipal Corporation hereinafter referred to as the "City" and AMBASSADOR INC. D/B/A AMBASSADOR CLEANING, a North Dakota Corporation, hereinafter referred to as "Contractor".

WHEREAS, the City and Contractor entered into a contract for custodial services at the Ground Transportation Center (GTC) and Metro Transit Garage (MTG) dated October 3, 2022 ("Contract"), which remains in force and effect;

WHEREAS, the City and Contractor entered into a First Amendment of the Contract dated June 15, 2023, in which the Contractor agreed to provide additional cleaning services for the Ground Transportation Center Bus Hub and City and Contractor agreed to specific prices for services. Specifically, contractor agreed to perform mid-day cleaning of GTC restrooms on a set schedule.

WHEREAS, the Contract provides that the term of the Contract is October 10, 2022, through October 9, 2025. The Contract provides an optional two-year renewal period for October 10, 2025, through October 9, 2027.

WHEREAS, the City and Contractor both desire to enter into this written renewal of contract in order to exercise the two-year renewal for the Contract and extend its term through October 9, 2027.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City and Contractor agree to renew the Contract and First Amendment to Contract through October 9, 2027.
2. All terms and conditions of the Contract and First Amendment to Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Renewal of Contract the day and year first above written.

CITY OF FARGO, NORTH DAKOTA

a municipal corporation

By, _____
Timothy Mahoney, Mayor

Attest:

Steve Sprague, City Auditor

AMBASSADOR INC. D/B/A
AMBASSADOR CLEANING

By,  _____
Ned Halilovic, Owner/President

SECTION 2: INSURANCE

- 2.1 Insurance: Attach and label 3.2 – Insurance either: 1) Certificates of insurance for the prescribed coverage; or 2) A letter from a reputable Insurance agent stating intent to provide insurance for the prescribed coverage.

SECTION 3: BID PROPOSAL & SUPPORTING DATA

- 3.1 Cost Summary/Bid Price: Based upon the service requirements as detailed in this RFP, complete the tables below:

BID PRICE:

	Ground Transportation Center (GTC)	Metro Transit Garage
Price per month 2022	\$3200	\$2850
Number of months 2022	7	7
2022 Total	\$22,400 ✓	\$19,950
Price per month 2023	\$3300	\$2840
Number of months 2023	12	12
2023 Total	\$39,600 ✓	\$35,280
Price per month 2024	\$3,400	\$3,030
Number of months 2024	12	12
2024 Total	40,800 ✓	\$36,360
Price per month 2025	\$3,500	\$3120
Number of months 2025	12	12
2025 Total	\$42,000 ✓	\$37,440
Price per month 2026	\$3,600	\$3,210
Number of months 2026	12	12
2026 Total	\$43,200 ✓	\$38,520
Price per month 2027	\$3,780	\$3,300
Number of months 2027	5	5
2027 Total	\$18,900	\$16,500
CONTRACT TOTAL	\$206,900	\$207,150

HN



3. PRICE

Mid Day Cleaning

	Ground Transportation Center (GTC)
Price Per Month 2023	\$1,500
Number of Months 2023	6.5
2023 Total	\$9,750.00
Price Per Month 2024	\$1,600
Number of Months 2024	12
2024 Total	\$19,200
Price Per Month 2025	\$1,700
Number of Months 2025	12
2025 Total	\$20,400
Price Per Month 2026	\$1,800
Number of Months 2026	12
2026 Total	\$21,600
Price Per Month 2027	\$1,900
Number of Months 2027	9 + 8 days
2027 Total	\$17,685
TOTAL COST	\$88,635

Payments will be made as provided in the Specifications.

4. This Amendment shall become part of the Contract upon complete execution by the parties.
5. Except as specifically modified or amended herein, all other terms and conditions of the Contract shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF FARGO

Dated: 6/12/23

By: 
Timothy Mahoney, Mayor

Attest: 
Steve Sprague, Auditor

August 28, 2025

24

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

Dear Commissioners:

Attached are the North Dakota State University Joint Powers Agreement and U-Pass Fee/Circulator Agreement for the 2025-2026 academic year.

Recommended motion: Approve the attached agreements.

Sincerely,



Cole Swingen
Assistant Transit Director – Operations
City of Fargo

**Agreement for Transit Services
Between
The City of Fargo, North Dakota
and
North Dakota State University**

This Agreement, dated June 12, 2025, is by and between the City of Fargo (“CITY”) and North Dakota State University (“NDSU”).

WHEREAS, NDSU wishes to provide transit services for the benefit of students using the regular fixed route system serving the Fargo-Moorhead metropolitan area, and three circulator shuttle routes and one on-demand service, serving the NDSU campus and vicinity, and;

WHEREAS, The CITY, through its Transit Division, provides bus service within the Fargo-Moorhead metropolitan area, and;

WHEREAS, The CITY has the infrastructure, vehicles, staffing, funding, and operational capacity to provide these services to NDSU in accordance with the articles in this agreement.

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 – GENERAL PURPOSE

The purpose of this agreement is to provide public transportation opportunities for NDSU students while reducing traffic congestion in the City of Fargo. This Agreement will allow NDSU students to ride any bus route within the Fargo Metropolitan Area Transit system free of charge in accordance with Article 3.1 below. Students must swipe a current NDSU ID card when boarding any non-circulator route. In addition to use of the regular fixed route system, four circulator shuttle routes will be maintained to increase student mobility in and around the NDSU campus.

ARTICLE 2 – SERVICE

- 2.1 Route: The CITY will maintain service on Route 13 which connects the NDSU campus to the Ground Transportation Center where connections are made to routes serving the Fargo-Moorhead area. The CITY will also maintain three circulator routes and one on-demand service in and around the NDSU campus, to be funded in accordance with Article 2.2 below.
- 2.2 Service: The following three circulator shuttle routes and one on-demand service will utilize a total of five (5) vehicles and operate in and around the NDSU main and downtown campus. Each will operate on routes/schedules determined by the CITY. Circulator shuttle routes and the on-demand service will operate on days which NDSU classes are in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays. NDSU will have operating hours each day NDSU classes are in session, the day prior to NDSU class starting each semester, and during NDSU finals week of each semester, except on State Holidays.

ARTICLE 3 – PAYMENT

- 3.1 U-Pass Program: All enrolled NDSU students regardless of full or part-time status, class standing, or location of residence shall be authorized to ride any fixed route within the Fargo-Moorhead Metropolitan Area Transit system free of charge. This service is referred to as the “U-Pass Program”, or simply as “U-Pass.” To be eligible for participation, students must swipe a current NDSU ID at the time of boarding. In exchange, NDSU will pay the CITY an annual amount of \$97,696.88 for the U-Pass Program, which is in effect starting July 1, 2025 and ending June 30, 2026.

The U-Pass cost is calculated by taking the average operational cost per passenger (Ridership/Fixed Route Operating Cost = Operational Cost Per Passenger) from the previous year and multiplying it by the total number of full-time on-campus students from the previous year.

Fixed Route Operational Costs	
Fargo	\$6,494,580.91
Moorhead/Dilworth	\$3,822,710.04
West Fargo	\$340,835.63
Total	\$10,658,126.58
Fixed Route Ridership (Excluding NDSU Circulators)	1,004,499
Cost Per Passenger	\$10.61

U-Pass Cost	2024 Full-Time On-Campus Students	Rate Per Enrolled Student	Total
	9,208	\$10.61	\$97,696.88

- 3.2 NDSU will pay to the CITY an estimated amount of \$767,858.27 over the term of this Agreement. City shall bill, on a monthly basis, in accordance with the proposed Cost Share Allocation which provides for NDSU to be responsible for fixed route and on demand services by total ridership, revenue hours and revenue miles by proportion to cumulative MATBUS service provided. Monthly billings will reflect the actual service hours performed.

Payments & Schedule:

Description	Payment Due	Amount
U-Pass	August 25, 2025	\$97,696.88
Circulator Service 2025-2026 Academic Year (Estimated)		\$767,858.27

ARTICLE 4 – ROUTE/SERVICE ADJUSTMENTS

The CITY will closely monitor NDSU student ridership statistics, patterns, and other information to create quarterly reports for NDSU. NDSU will consult with students on the usefulness of the transit service, and provide this information to the CITY. Based on this information, the parties may jointly make adjustments to the routes and transit schedule. Both parties acknowledge that any such adjustments

must comply with all applicable federal, state and local rules and regulations regarding transit operations, and with basic safety requirements pertaining to the operation of public transit vehicles.

ARTICLE 5 – INSURANCE

The CITY shall maintain and provide casualty, liability, body injury, collision and comprehensive insurance on the buses and equipment it deems necessary, and NDSU shall have no responsibility to provide such coverage. The CITY is authorized to self-insure for such risks, subject to the liability limits of the State of North Dakota.

ARTICLE 6 – FORCE MAJEURE

Neither Party shall be held responsible for delays or lack of performance caused by events or acts beyond their control. Such events and acts include, but are not limited to, acts of God, inclement weather, strikes and labor disputes, lack of fuel, road closures, and changes in government regulation, war, insurrection or civil unrest.

ARTICLE 7 – TERM OF AGREEMENT

This Agreement shall become effective July 1, 2025, and shall remain in full-force and effect until June 30, 2026 unless terminated earlier as herein provided. The U-Pass portion of the agreement is in effect for the term of this agreement, and the shuttle service portions of the agreement that reference days that class is in session are in effect for the NDSU Fall 2025 and Spring 2026 semesters.

ARTICLE 8 – TERMINATION OF AGREEMENT

- 8.1 Changes in City Cost, Funding, or Service: The CITY may terminate or reduce the amount of service in this Agreement if there is, in the opinion of a majority of the City Commission, a significant increase in local costs; or insufficient local, state or federal funding available for the service. In such an event the CITY will provide NDSU a written notice ninety (90) days prior to any changes in the service.
- 8.2 NDSU Initiated Termination of U-Pass Program: NDSU may terminate the portion of this Agreement with the CITY that allows NDSU students to ride for no charge by providing written notice ninety (90) days prior to the termination of the Agreement. Any monies paid by NDSU to the CITY will be reimbursed on a prorated basis in which the numerator is the length of time from the beginning of the term to the termination date and the denominator is the length of time from the beginning of the term to May 15, 2026. NDSU understands that termination of the U-Pass program may result in the termination of the shuttle services due to required compliance with federal rules and regulations.

ARTICLE 9 – GENERAL PROVISIONS

- 9.1 Safety and Environmental Codes: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act as well as any pertinent federal, state and local safety or environmental codes.
- 9.2 Compliance with Applicable Rules and Regulations: This Agreement shall be subject to, governed by, and construed according to all applicable administrative codes and laws of the City of Fargo, State of North Dakota, and federal government.

- 9.3 Severability Clause: In the event that any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect in any manner the legality or the remaining provisions of the Agreement, and each provision of the Agreement will be, and is deemed to be separate and severable from each other provision.
- 9.4 By the 30th day of each semester start, NDSU will provide the City a complete list of all active NDSU student, faculty and staff ID card numbers ensuring only active students are riding under the U-Pass program.

ARTICLE 10 – AUTHORITY TO AMEND FINANCIAL TERMS OF AGREEMENT

The City and NDSU shall be authorized to adjust the financial terms of this agreement and the term of agreement as they mutually agree, from time to time.

ARTICLE 11 – DISPUTES

In the event of a dispute regarding the performance of, or adherence to the provisions of this Agreement by either party to the Agreement, the CITY and NDSU shall select a representative(s) who will attempt to resolve the dispute. If the representatives are unable to resolve the dispute, the issue will be presented to the City's Administrator. If the City Administrator cannot resolve the dispute, then it will be referred to the Fargo City Commission. If the Fargo City Commission's decision does not resolve the dispute, the parties have such remedies as provided by law.

ARTICLE 12 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Mike Ellingson
Director, Facilities Management
North Dakota State University
Box 6050
Fargo, ND 58105

City of Fargo

Ms. Julie Bommelman
Transit Director
Metro Area Transit Garage
650 23rd St. N.
Fargo, ND 58102

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective July 1, 2025.

North Dakota State University

City of Fargo



Mr. Bruce Bollinger
Vice President for Finance and Administration

Dr. Timothy J. Mahoney, Mayor

Date: 8/26/25

Date: _____

Attest:

Steven Sprague, City Auditor

**2025-2026 Amendment to
Joint Powers Agreement for Transit Support
Between
The City of Fargo, North Dakota
and
North Dakota State University**

This Amendment to Agreement (attachment A) is effective July 1, 2025, and is by and between the City of Fargo ("CITY") and the North Dakota State Board of Higher Education on behalf of North Dakota State University ("NDSU").

WHEREAS, CITY and NDSU entered into a Joint Powers Agreement for Transit Support dated August 19, 2003; and,

WHEREAS, Article 11 of said Joint Powers Agreement stated that the CITY and NDSU shall be authorized to adjust the financial terms of said agreement and the term of said agreement as they mutually agree in writing, from time to time; and,

WHEREAS, the CITY and NDSU wish to make such adjustments for the school year 2025-2026.

NOW, THEREFORE, it is mutually understood and agreed as follows:

A. Article 3, entitled "Payment" shall be amended to read as follows:

ARTICLE 3 – PAYMENT

3.1 NDSU will pay to the CITY an estimated amount of \$767,858.27 over the term of this agreement. City shall bill, on a monthly basis, in accordance with the proposed Cost Share Allocation which provides for NDSU to be responsible for fixed route and on demand services by total ridership, revenue hours and revenue miles by proportion to cumulative MATBUS service provided.

B. Article 6, entitled "Term of Agreement" shall be amended to read as follows:

ARTICLE 7 – TERM OF AGREEMENT

This Agreement shall become effective July 1, 2025 and shall remain in full-force and effect for until June 30, 2026, unless terminated earlier as provided in the joint powers agreement (attachment A).

C. Article 11, entitled "Notices" shall be amended to read as follows:

ARTICLE 11 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Mike Ellingson
Director of Facilities Management

City of Fargo

Ms. Julie Bommelman
Transit Director

North Dakota State University
Box 6050
Fargo, ND 58105

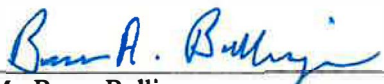
Metro Area Transit Garage
650 23rd St. N.
Fargo, ND 58102

D. In all other respects, the Joint Powers Agreement for Transit Support shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective July 1, 2025.

North Dakota State University

City of Fargo



Mr. Bruce Bollinger
Vice President for Finance and Administration

Dr. Timothy J. Mahoney, Mayor

Date: 8/26/25

Date: _____

Attest: City Auditor Date

REPORT OF ACTION**UTILITY COMMITTEE**

(25)

Project No. WA2255

Type: Contract Change Order #1 to Contract A

Location: Water Treatment Plant

Date of Hearing: 8/27/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/02/2025</u>
Project File	<u> </u>

Dan Portlock, Assistant Water Utility Director, presented change order #1 in the amount of \$146,458 for the General Construction Contract associated with the Filter Improvements Project. This change order covers the additional costs related to the use of higher-strength, non-shrink grout and the extra labor required to complete the underdrain installation.

MOTION:

On a motion by Scott Olson, seconded by Jim Hausauer, the Utility Committee voted to approve the change order #1 for the Filter Improvements project for \$146,458.00

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>			
Brenda Derrig, Assistant City Administrator	<u>X</u>			
Susan Thompson, Finance Director	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, Temp. Asst. City Administrator	<u>X</u>			
Scott Liudahl, City Forester			<u>X</u>	
James Hausauer, Water Recl. Utility Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Tom Knakmuhs, City Engineer (Nathan Boerboom)	<u>X</u>			
Dan Portlock, Assistant Water Utility Director	<u>X</u>			
Scott Olson, Solid Waste Utility Director	<u>X</u>			

ATTEST:



Dan Portlock, PE
Assistant Water Utility Director


C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
August 21st, 2025

To: Utility Committee

From: Dan Portlock, PE Assistant Water Utility Director 

Re: WA2255 Change Order #1 to Contract A – General Construction, Filter Improvements

Attached is a proposed change order in the amount of \$146,458 for the General Construction Contract associated with the Filter Improvements Project. This change order covers the additional costs related to the use of higher-strength, non-shrink grout and the extra labor required to complete the underdrain installation.

PKG has extensive experience rehabilitating filters at water treatment plants, with numerous successful projects completed throughout the Midwest. During the project, conflicting language in the specifications led to differing interpretations regarding grout strength. Based on their past experience, PKG has consistently used standard-strength grout on similar projects. However, after discussions and in light of reported failures when using grout at the manufacturer's recommended strength, both parties agreed to use the higher-strength material. Following several rounds of negotiation, a cost-sharing arrangement was reached to account for this upgrade.

PKG was the lowest bidder on the project at \$2.12 million, significantly lower than the second-lowest bid of \$3.89 million. Additionally, the project received a 75% grant, further supporting the cost-effectiveness of this proposed change.



Grout Installation

Plan of Financing

This project is funded in an existing State Revolving Fund (SRF) loan. This filter improvements project was identified as SRF funded in the 2022 budget for the Water Utility.

SUGGESTED MOTION:

Approve change order #1 to Contract A (General Construction) in the amount of \$146,458 for the filter improvements project.

Your consideration in this matter is greatly appreciated.

Change Order**No. 1**Date of Issuance: July 15, 2025 Effective Date: July 15, 2025

Project: Filter Improvements	Owner: City of Fargo, ND	Owner's Contract No.: WA2255
Contract: Contract A: General Construction		Date of Contract: July 10, 2023
Contractor: PKG Contracting, Inc.		Engineer's Project No.: 22.351.0034

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Change order for additional material and labor costs incurred related to the procurement and installation of Non-Shrink Grout for Filter Underdrain installation.

Supporting documentation and information.**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 2,126,900.00[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:\$ 0.00

Contract Price prior to this Change Order:

\$ 2,126,900.00**Increase** of this Change Order:\$ 146,458.00

Contract Price incorporating this Change Order:

\$ 2,273,358.00**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☐ Calendar daysSubstantial completion (date): May 15, 2024Ready for final payment (date): December 15, 2024[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:Substantial completion (days): 0Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (date): May 15, 2024Ready for final payment (date): December 15, 2024

Increase of this Change Order:

Substantial completion (days): 0Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion (date): May 15, 2024Ready for final payment (date): December 15, 2024

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____



7-15-2025

APEX Engineering Group
4733 Amber Valley Parkway South
Fargo, ND 58104

Attn: Tim Paustian

RE: Fargo Water Treatment Plant Lime Softening
City of Fargo Project Number: WA2255

SUBJECT: Change Order No. 1

This itemized proposal is for changes in the Contract Sum and/or Time incidental to the proposed modifications described herein.

PR No. 02 We propose to provide labor, equipment and materials necessary to use Non-Shrink grout Versus a Portland Cement grout as discussed in January 15th 2024 As discussed by e-mail with Darin Pfingsten See attached e-mail it was agreed that we would do a CO to use a Non-Shrink grout instead of Portland Cement grout.

A.) 1. PKG Labor: (including burden/lodging/per diem)			
- Superintendent: 20 hrs @ \$85.00/hr	1,700.00		
- General Labor: 340 hrs @ \$41.00/hr	14,760.00		
Subtotal Section A.1			\$16,460.00
2. Material: (including tax):			
Masterflow/Sikaflow Grout	130,611.00		
Portland Cement Grout (Deduct)	(21,000.00)		
OT Grout Mixers and Modifying Bucket for Grout	7,755.00		
Subtotal Section A.2			\$117,366.00
3. Equipment: (including fuel/oil/expendables)			
Equipment	788.00		
Subtotal Section A.3			\$788.00
4. 15% Fee (Overhead & Profit on items A.1,2,3)			\$0.00
Subtotal Section A			\$134,614.00
B.) 1. Subcontractor:			
Bobs Concrete Pumping Extra 2 Trips	6,400.00		
2. 5% Fee (Overhead & Profit on item B.1)	0.00		
Subtotal Section B			\$6,400.00
C.) Supplemental Costs:			
1. Small Tools/Equip. & Expendables (10% of A.1)	1,640.00		
2. Safety Expense (4% of A.1)	659.00		
3. Temporary Construction Facilities (4% of Section A, B & C.1)	980.00		
Subtotal C.1, C.2 C.3			\$3,279.00
4. Bonding & Insurance (1.50% of Section A,B,C)			\$2,164.40
Subtotal of Section A,B,C			\$146,457.40
TOTAL CHANGE REQUEST			\$146,458.00
TOTAL CHANGE IN CONTRACT TIME (working days)			0

Should you need additional information, please do not hesitate to contact me.

Thank you,

PKG Contracting, Inc.

John Gisvold
Project Manager

cc: 2309 PCO file
attachments

Circle 701 238-3378
Fax 701 238-3375

1211 33rd Ave. S. Ste. 100
Fargo ND 58103

www.pkg-inc.com

REPORT OF ACTION**UTILITY COMMITTEE**

26

Project: WW2005

Type: Change Order #1

Location: Sanitary Lift Station #62

Date of Hearing: 8-27-2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>9-2-2025</u>
Project File	<u> </u>

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Change Order #1 for Project WW2005. The Water Reclamation Utility currently operates & maintains 72 sanitary sewer lift stations as a part of the Fargo/Metro collection system. Lift Station (LS) #62 is located east of 63rd St. S approximately 1/3 mile south of 52nd Ave. S. This LS was built in 2010 and currently serves the Deer Creek & Rocking Horse service areas as well as new developments northern Horace since 2017. With rapid growth in these areas, this station has seen a rather large increase in average daily & wet weather flow. Sump pump discharge into the sanitary sewer system has caused this LS to go into high water during rain events, needing auxiliary pumps to protect property. The 2017 Horace Sewer Agreement allocates 800 gpm (1.15 mgd) to Horace through a connection near LS #62. The agreement also spells out that Horace will pay the "upcharge" to accommodate Horace flows while Fargo is responsible for the capacity increase in Rocking Horse and Deer Creek.

Change Order #1 will consist of the installation of a 10"x 6" bypass T, blind flange, and a 6" plug valve in the existing valve vault. The aforementioned equipment will allow staff to quickly connect an auxiliary pump, necessary piping and fittings to bypass pump/assist this station in the event of an extreme rain event, maintenance or mechanical failure without interruption. The need to bypass pump is very rare, but is a tool to protect property in the event of an emergency.

This change order also includes a time extension for both the construction contract #1 (R&R Excavating Inc.) and electrical contract #2 (JDP Electric Inc.) due to delays in the bid award process caused by the original low bidder withdrawing the bid from the project. This Improvement Project is included in the 2024-25 Capital Improvement Plan to be funded with Project WW2005-Water Reclamation Infrastructure Sales Tax Fund 455.


On a motion by Dan Portlock, seconded by Susan Thompson, the Utility Committee voted to approve Project WW2005 Change Order #1 from R&R Excavating, Inc. in the amount of \$13,981.35 and to include a time extension for Contract #1 (R&R Excavating) and zero cost time extension for Contract #2 (JDP Electric, Inc) to extend the final completion dates from October 31, 2025 to December 31, 2025.

Recommended Motion:

Concur with the Utility Committee to approve Project WW2005 Change Order #1 from R&R Excavating, Inc. in the amount of \$13,981.35 and to include a time extension for Contract #1 (R&R Excavating) and zero cost time extension for Contract #2 (JDP Electric, Inc) to extend the final completion dates from October 31, 2025 to December 31, 2025.

COMMITTEE:	Present	Yes	No	Unanimous
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>	<u>X</u>		
Susan Thompson, Director of Finance	<u>X</u>	<u>X</u>		
Brian Ward, Water Plant Superintendent	<u>X</u>	<u>X</u>		
Mark Miller, Water Reclamation Plant Supt.	<u>X</u>	<u>X</u>		
Bruce Grubb, Temp. PT City Admin.	<u>X</u>	<u>X</u>		
Scott Liudahl, City Forester				
Scott Olson, Solid Waste Utility Director	<u>X</u>	<u>X</u>		
Jim Hausauer, Water Reclamation Utility Dir	<u>X</u>	<u>X</u>		
Troy Hall, Water Utility Director	<u>X</u>	<u>X</u>	Virtual	
Ben Dow, Public Works Operations Director	<u>X</u>	<u>X</u>	Virtual	
Tom Knakmuhs, City Engineer	<u>X</u>	<u>X</u>	proxy N. Boerboom	
Brenda Derrig, Assistant City Administrator	<u>X</u>	<u>X</u>	Virtual	
Dan Portlock Water Utility Engineer	<u>X</u>	<u>X</u>		

ATTEST:




Jim Hausauer
Water Reclamation Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg

MEMORANDUM

August 27th, 2025

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director 
Re: Project WW2005-Change Order #1
Sanitary Lift Station #62 Improvements

Background-Lift Station #62

The Water Reclamation Utility currently operates & maintains 72 sanitary sewer lift stations as a part of the Fargo/Metro collection system. Lift Station (LS) #62 is located east of 63rd St. S approximately 1/3 mile south of 52nd Ave. S, and pumps to the 45th Street Interceptor Sewer. This LS was built in 2010 and currently serves the Deer Creek & Rocking Horse service areas as well as new developments northern Horace since 2017. With rapid growth in these areas, this station has seen a rather large increase in average daily & wet weather flow. Sump pump discharge into the sanitary sewer system has caused this LS to go into high water during rain events, needing auxiliary pumps to protect property. The 2017 Horace Sewer Agreement allocates 800 gpm (1.15 mgd) to Horace through a connection near LS #62. The agreement also spells out that Horace will pay the "upcharge" to accommodate Horace flows while Fargo is responsible for the capacity increase in Rocking Horse and Deer Creek.

Water Reclamation staff have also completed a lift station risk assessment tool to assign a risk factor-based review of each LS and develop a prioritized/criticality list of all lift stations. LS #62 ranked #1 out of 72 LS's with this risk assessment tool, thus Water Reclamation staff feel that improvements and a capacity expansion is warranted.

Bids were opened on November 20th, 2024 for work associated with Project WW2005-Lift Station #62 Improvements. The low General Construction bid was from R&R Excavating, Inc. and the low Electrical Construction bid was from JDP Electric, Inc.

Project WW2005-Change Order #1

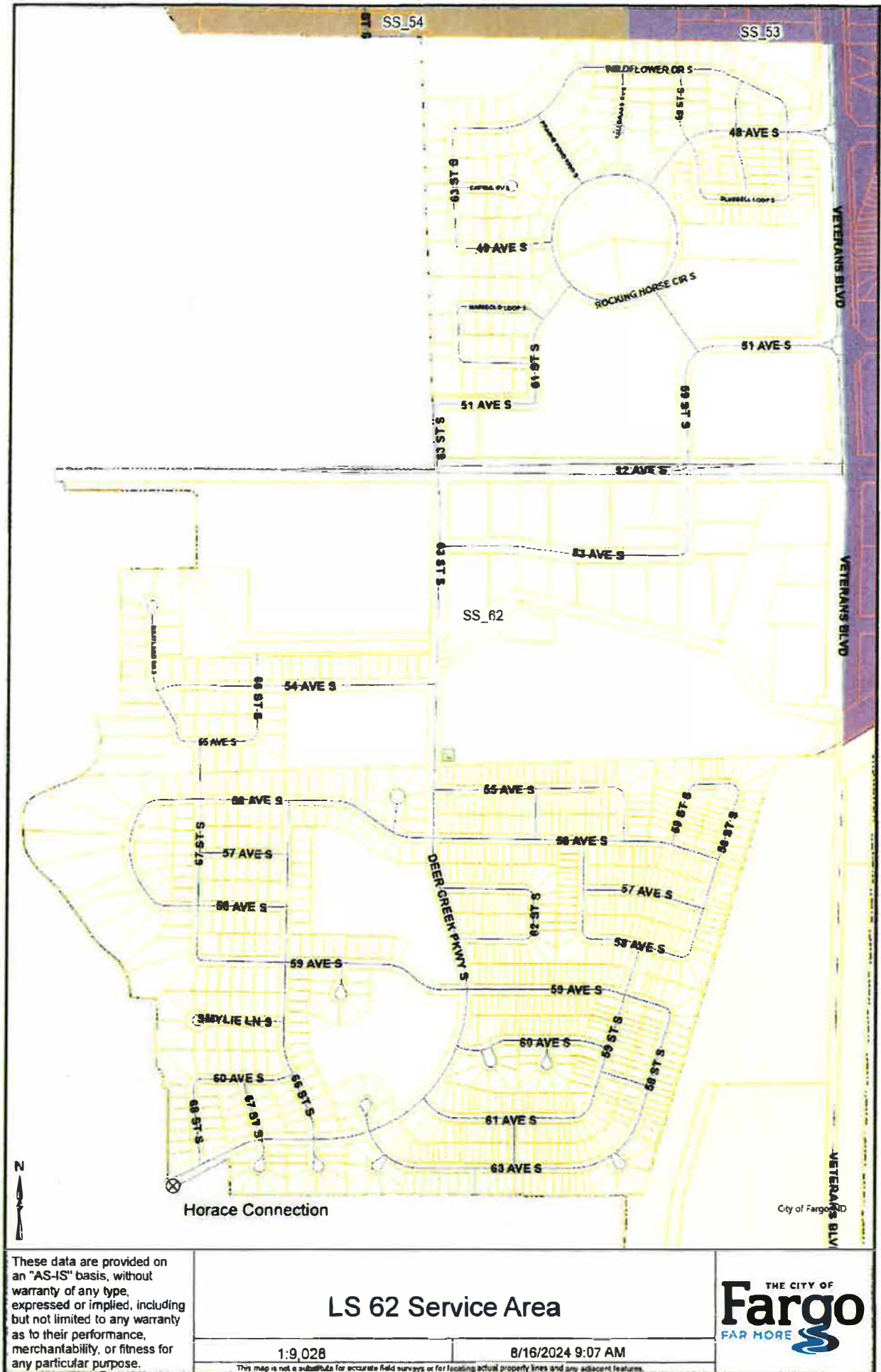
Change Order #1 will consist of the installation of a 10"x 6" bypass T, blind flange, and a 6" plug valve in the existing valve vault. The aforementioned equipment will allow staff to quickly connect an auxiliary pump, necessary piping and fittings to bypass pump/assist this station in the event of an extreme rain event, maintenance or mechanical failure without interruption. The need to bypass pump is very rare, but is a tool to protect property in the event of an emergency.

This change order also includes a time extension for both the construction contract #1 (R&R Excavating Inc.) and electrical contract #2 (JDP Electric Inc.) due to delays in the bid award process caused by the original low bidder withdrawing the bid from the project.

This Improvement Project is included in the 2024-25 Capital Improvement Plan to be funded with Project WW2005-Water Reclamation Infrastructure Sales Tax Fund 455.

Recommended Motion

Approve attached Project WW2005 Change Order #1 from R&R Excavating, Inc. in the amount of \$13,981.35 and to include a time extension for Contract #1 (R&R Excavating) and zero cost time extension for Contract #2 (JDP Electric, Inc) to extend the final completion dates from October 31,2025 to December 31, 2025.



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

LS 62 Service Area

1:9,028

8/16/2024 9:07 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

THE CITY OF
Fargo
FAR MORE



August 12, 2024

Mr. Jim Hausauer
Water Reclamation Utility Director
City of Fargo
Fargo Regional Water Reclamation Facility
3400 Broadway
Fargo, ND 58102

**Re: Change Order No. 1 to Contract No. 1 – General Construction
Fargo Lift Station 62 Improvements
City of Fargo Project #WW2005**

Dear Mr. Hausauer:

Enclosed please find **Change Order No. 1 to Contract No. 1**. The Change Order pertains to the following changes to the project:

Change Order No. 1 to Contract No. 1 – General Construction

1. **Owner Requested Bypass** – Consists of a permanent bypass tee within the valve vault structure and the associated valve, pipe and fitting to provide a bypass connection point. The Owner requested this change to provide the capability to bypass the lift station without interruption to the service area during future maintenance, repairs, or emergency response. This item includes material and labor costs.
 - a. *Adder of \$13,981.35*
2. **Adjusted Completion Dates** - This item includes a no-cost time extension request due to delays in the bid awarding process caused by apparent low bidder withdrawing bid from the project.
 - a. *Adder/deduct of \$0.00*
 - b. *Utility Power Substantial Completion extended from May 31, 2025 to September 15, 2025.*
 - c. *Generator Power Substantial Completion extended from October 1, 2025 to December 1, 2025.*
 - d. *Final Completion extended from October 31, 2025 to December 31, 2025.*

Contract No. 1 Change Order Amount: \$13,981.35

Upon the City of Fargo's acceptance of **Change Order No. 1 to Contract No. 1**, please sign and date each respective form. Please return a scanned copy of the formal change order forms containing all signatures to AE2S. AE2S will forward the signed copies to the contractors and will retain a copy for our records. Please contact me if you have any questions or need additional information.



Sincerely,

AE2S

A handwritten signature in blue ink, appearing to read "Alan Tellefson".

Alan Tellefson, PE
Project Engineer

Attachments:

Change Order No. 1 – Bypass Tee and Completion Dates

CONTRACT NO. 1 – GENERAL CONTRSUCTION**CHANGE ORDER NO.: 1**

Owner:	City of Fargo	Owner's Project No.:	WW2005
Engineer:	AE2S	Engineer's Project No.:	P00803-2024-009
Contractor:	R&R Excavating	Contractor's Project No.:	
Project:	Lift Station 62 Improvements		
Contract Name:	Contract No. 1 – General Construction		
Date Issued:	8/5/2025	Effective Date of Change Order:	8/5/2025

The Contract is modified as follows upon execution of this Change Order:

Description:


This change order includes the addition of a permanent bypass tee and associated pipe and valve within the existing valve vault. This change order also includes an increase of contract times to account for delays during the contract awarding stage.

Attachments:

PCO No. 1 Revised Pricing

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 510,245.39		Utility Power Substantial Completion: May 31, 2025	
		Generator Power Substantial Completion: October 1, 2025	
		Ready for final payment: October 31, 2025	
[(Increase)] [(Decrease)] from previously approved Change Orders No. 1 to No.		[(Increase)] [(Decrease)] from previously approved Change Orders No. 1 to No.	
\$		Utility Power Substantial Completion:	
		Generator Power	
		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 510,245.39		Utility Power Substantial Completion: May 31, 2025	
		Generator Power Substantial Completion: October 1, 2025	
		Ready for final payment: October 31, 2025	
[(Increase)] [(Decrease)] this Change Order:		[(Increase)] [(Decrease)] this Change Order:	
\$ 13,981.35		Utility Power Substantial Completion: September 15, 2025	
		Generator Power Substantial Completion: December 1, 2025	
		Ready for final payment: December 31, 2025	

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Utility Power Substantial Completion: September 15, 2025
	Generator Power Substantial Completion: December 1, 2025
\$ 524,226.74	Ready for final payment: December 31, 2025

Recommended by Engineer (if required)	Accepted by Contractor
By: <u></u>	<u>Gregor Fraser</u>
Title: <u>Project Engineer</u>	<u>Project Manager</u>
Date: <u>8/5/2025</u>	<u>8/6/25</u>
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____



Change Order Pricing

1149 Highway 22 S
Hutchinson, MN 55350
Ph: 320-587-5918

Change Order
Furnish and Install 10x6 Bypass Tee
Revised Pricing

Project:
Fargo 62 Lift Station

Item #	Description	Qty	UOM	Unit Price	Extended Price
1	Furnish and Install Tee	1.00	LS	\$ 13,981.35	\$ 13,981.35
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total:				\$	13,981.35

Submitted By: Gregor Fraser
R&R Excavating Inc.

Date: 7/30/2025

Accepted By: _____
Project Engineer / City Representative

Date: _____



Bid Proposal for Lift 62 Change Order

R & R EXCAVATING

Job Location: Fargo, ND

Bid Date: 07/15/2025

Core & Main Bid #: 4324557

Core & Main

4900 19th Avenue, North

Fargo, ND 58102

Phone: 7012197480

Fax: 7012822565

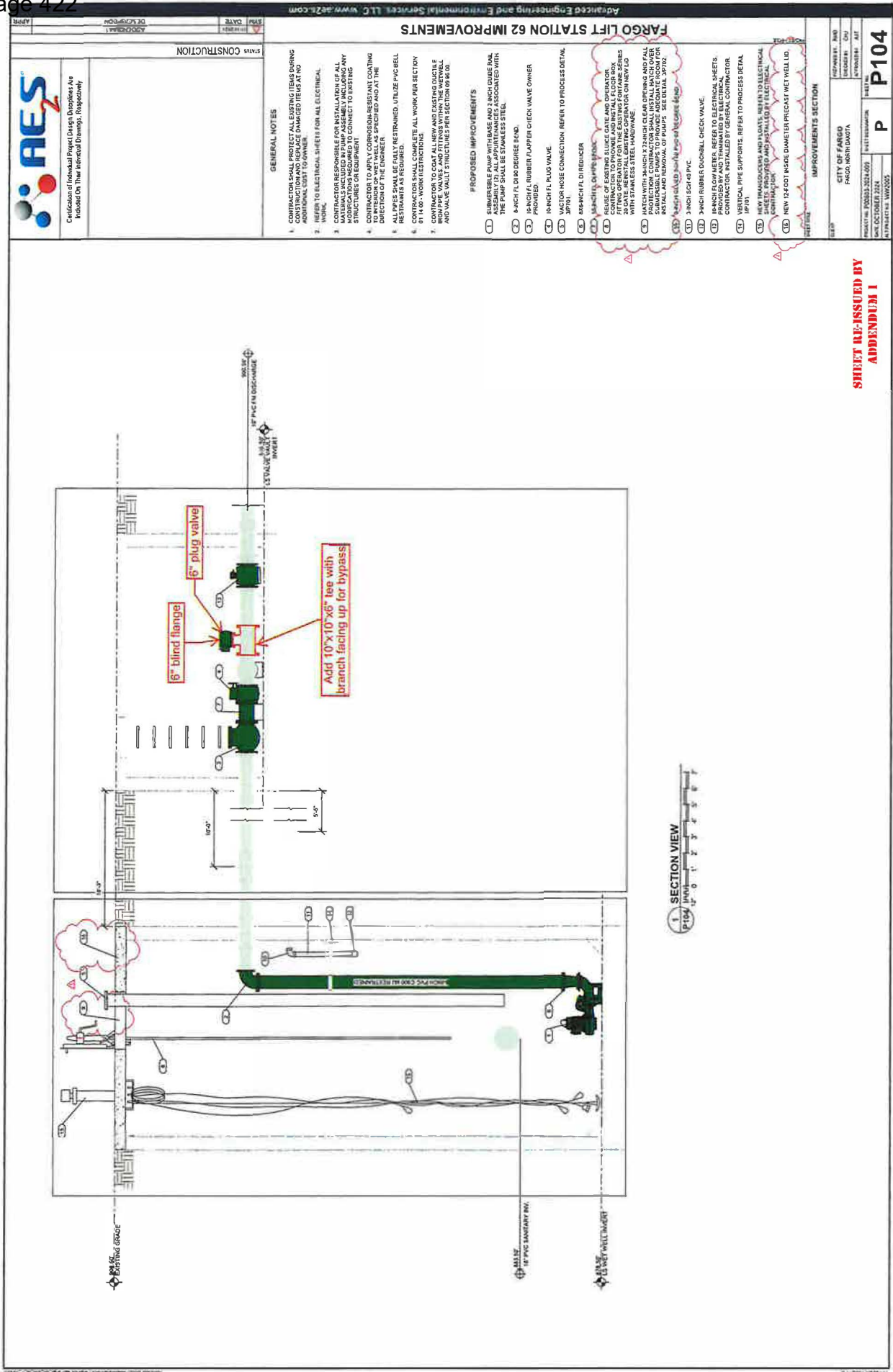
Seq#	Qty	Description	Units	Price	Ext Price
20		6" OPTION			
30		ADDITIONAL MATERIALS ONLY			
40	1	10"X6" FLG TEE P401 PRIME C110	EA	2,055.52	2,055.52
50	1	DEZ 6 FLG PEC CI PLUG VLV	EA	1,802.36	1,802.36
60	1	6 FLGXPE DI PIPE P401 PR 8'	EA	1,755.07	1,755.07
70	1	6" BLIND FLANGE PC	EA	139.27	139.27
90	1	10" SEAL-TITE FLANGE GASKET	EA	15.40	15.40
100	2	10 304SS HEX BOLT & NUT KIT	EA	96.30	192.60
110	2	6" SEAL-TITE FLANGE GASKET	EA	6.78	13.56
120	3	6 304SS HEX BOLT & NUT KIT	EA	36.54	109.62
140	1	10" DI STARFLANGE ADAPTER	EA	330.41	330.41
150	1	10" MJ GASKET	EA	9.51	9.51
160	1	10" MJ DI RESTRAINT	EA	103.83	103.83
170	8	3/4" X 4" SS MJ BOLT & NUT	EA	6.34	50.72
190	1	6" DI STARFLANGE ADAPTER	EA	145.70	145.70
200	1	6" MJ GASKET	EA	6.34	6.34
210	1	6" MJ DI RESTRAINT	EA	46.46	46.46
220	6	3/4X3-1/2 T-HEAD B&N 304SS	EA	6.04	36.24
230**	0	ALPHA-FC-7.00 6 REST FLG CPLG ALTERNATE FLANGE ADPT. OPTION	EA	657.79	0.00
260	7	LS-400-S LINK SEAL	EA	19.17	134.19
280	1	10" CORE DRILL HOLE BY OTHERS STRONG-SEAL QSR (40# PAIL)	EA	52.54	52.54
SUBTOTAL 6" OPTION					6,999.34
Sub Total					6,999.34
Tax					0.00
Total					6,999.34

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

** For reference only - not included in total

Actual taxes may vary



<p>AES</p> <p>Consultation of Individual Project Design Drawings Are Included On Their Individual Drawings. Respectively</p>	<p>THIS CONSTRUCTION</p>	<p>FARGO LIFT STATION 62 IMPROVEMENTS</p> <p>Advanced Engineering and Environmental Services, LLC www.aes2.com</p> <p>GENERAL NOTES</p> <ol style="list-style-type: none"> CONTRACTOR SHALL PROTECT ALL EXISTING ITEMS DURING CONSTRUCTION AND REPLACE DAMAGED ITEMS AT NO ADDITIONAL COST TO OWNER. REFER TO ELECTRICAL SHEETS FOR ALL ELECTRICAL. CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ALL MATERIALS INCLUDED IN PUMP ASSEMBLY INCLUDING ANY STRUCTURAL STEELWORK. CONTRACTOR SHALL CONNECT TO EXISTING STRUCTURES OR EQUIPMENT. CONTRACTOR TO APPLY CORROSION-RESISTANT COATING TO EXTERIOR OF WET WELLS AS SPECIFIED AND AT THE DISCRETION OF THE ENGINEER. CONTRACTOR SHALL PROVIDE ALL RESTRAINTS, UNLESS SPECIFIED OTHERWISE. CONTRACTOR SHALL COMPLETE ALL WORK PER SECTION 011400 - WORK RESTRICTIONS. CONTRACTOR TO COAT ALL NEW AND EXISTING DUCTILE IRON PIPE WITH AN EPOXY-BASED LINING PER SECTION 011400 AND VALVE VAULT STRUCTURES PER SECTION 09400. <p>PROPOSED IMPROVEMENTS</p> <ol style="list-style-type: none"> ASSEMBLE PUMP WITH BASE AND 2-INCH DUCTILE IRON. THE PUMP SHALL BE STAINLESS STEEL. 2-INCH F.L. 90 DEGREE ELBOW. 2-INCH F.L. RUBBER FLAPPER CHECK VALVE. OWNER PROVIDED. 2-INCH F.L. PLUG VALVE. 2-INCH HOSE CONNECTION. REFER TO PROCESS DETAIL JP101. 2-INCH F.L. DUCTILE IRON. REMOVE OF EXISTING SLUDGE GATE AND OPERATOR. PROVIDE NEW SLUDGE GATE AND OPERATOR FOR NEW LIFT STATION. PROVIDE NEW OPERATOR FOR EXISTING FORTANNE SERIES WITH STAINLESS STEEL HANDWARE. HATCH WITH 24-INCH X 24-INCH CLEAR OPENING AND FALL PROTECTION. CONTRACTOR SHALL INSTALL HATCH OVER EXISTING OPERATOR. PROVIDE NEW OPERATOR FOR NEW LIFT STATION. PROVIDE NEW OPERATOR FOR EXISTING FORTANNE SERIES WITH STAINLESS STEEL HANDWARE. CONTRACTOR SHALL INSTALL AND REMOVAL OF PUMPS. SEE DETAIL JP102. 2-INCH SCH 40 PVC. 2-INCH RUBBER DUCTILE CHECK VALVE. 2-INCH FLOW METER. REFER TO ELECTRICAL SHEETS. PROVIDED BY AND TERMINATED BY ELECTRICAL CONTRACTOR. PROVIDE NEW FLOW METER FOR EXISTING FORTANNE SERIES WITH STAINLESS STEEL HANDWARE. NEW TRANSDUCERS AND FLUENTS. REFER TO ELECTRICAL SHEETS. PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR. NEW 12-FOOT WIDE DUCTILE IRON WET WELL LID. <p>IMPROVEMENTS SECTION</p>
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**SHEET RE-ISSUED BY
APPENDIX 1**

<p>PROJECT: 202401.001.001 DATE: OCTOBER 2024 BY: J. WOODS</p>	<p>CITY OF FARGO FARGO, NORTH DAKOTA</p>	<p>PROJ: P104 P P104</p>
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August 12, 2024

Mr. Jim Hausauer
Water Reclamation Utility Director
City of Fargo
Fargo Regional Water Reclamation Facility
3400 Broadway
Fargo, ND 58102

**Re: Change Order No. 1 to Contract No. 2 – Electrical Construction
Fargo Lift Station 62 Improvements
City of Fargo Project #WW2005**

Dear Mr. Hausauer:

Enclosed please find **Change Order No. 1 to Contract No. 2**. The Change Order pertains to the following changes to the project:

Change Order No. 1 to Contract No. 2 – Electrical Construction

1. **Adjusted Completion Dates** - This item includes a no-cost time extension request due to delays in the bid awarding process caused by apparent low bidder withdrawing bid from the project.
 - a. *Adder/deduct of \$0.00*
 - b. *Utility Power Substantial Completion extended from May 31, 2025 to September 15, 2025.*
 - c. *Generator Power Substantial Completion extended from October 1, 2025 to December 1, 2025.*
 - d. *Final Completion extended from October 31, 2025 to December 31, 2025.*

Contract No. 2 Change Order Amount: \$0.00.

Upon the City of Fargo's acceptance of **Change Order No. 1 to Contract No. 2**, please sign and date each respective form. Please return a scanned copy of the formal change order forms containing all signatures to AE2S. AE2S will forward the signed copies to the contractors and will retain a copy for our records. Please contact me if you have any questions or need additional information.



Sincerely,

AE2S

A handwritten signature in blue ink, appearing to read "Alan Tellefson", is positioned below the printed name.

Alan Tellefson, PE
Project Engineer

Attachments:

Change Order No. 1 – Completion Dates

CONTRACT NO. 2 – ELECTRICAL CONTRSUCTION**CHANGE ORDER NO.: 1**

Owner:	City of Fargo	Owner's Project No.:	WW2005
Engineer:	AE2S	Engineer's Project No.:	P00803-2024-009
Contractor:	JDP Electric	Contractor's Project No.:	
Project:	Lift Station 62 Improvements		
Contract Name:	Contract No. 2 – Electrical Construction		
Date Issued:	8/5/2025	Effective Date of Change Order:	8/5/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

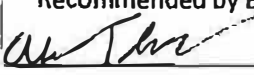

This change order includes an increase in contract times to account for delays during the contract awarding stage.

Attachments:

None

Change In Contract Price		Change In Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 309,824.00		Utility Power Substantial Completion: May 31, 2025	
		Generator Power Substantial Completion: October 1, 2025	
		Ready for final payment: October 31, 2025	
{Increase} {Decrease} from previously approved Change Orders No. 1 to No.		{Increase} {Decrease} from previously approved Change Orders No. 1 to No.	
\$		Utility Power Substantial Completion:	
		Generator Power Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 309,824.00		Utility Power Substantial Completion: May 31, 2025	
		Generator Power Substantial Completion: October 1, 2025	
		Ready for final payment: October 31, 2025	
{Increase} {Decrease} this Change Order:		{Increase} {Decrease} this Change Order:	
\$		Utility Power Substantial Completion: September 15, 2025	
		Generator Power Substantial Completion: December 1, 2025	
		Ready for final payment: December 31, 2025	

Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Utility Power Substantial
	Completion: <u>September 15, 2025</u>
	Generator Power
	Substantial Completion: <u>December 1, 2025</u>
\$ <u>309,824.00</u>	Ready for final payment: <u>December 31, 2025</u>

<p>Recommended by Engineer (if required)</p> <p>By: <u></u></p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>8/5/2025</u></p> <p><u>Authorized by Owner</u></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Accepted by Contractor</p> <p><u></u></p> <p><u>Project Manager</u></p> <p><u>8-8-2025</u></p> <p><u>Approved by Funding Agency (if applicable)</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
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REPORT OF ACTION

UTILITY COMMITTEE

27

ID: Project WW2352

Type: AE2S-Task Order #15

Location: Sanitary Sewer Lift Station Telemetry I/C Improvements

Date of Hearing: 8-27-2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>9-2-2025</u>
Project File	<u> </u>

Jim Hausauer, Water Reclamation Utility Director, presented the attached Task Order #15 from AE2S for sanitary sewer lift station telemetry, instrumentation and control (I/C) improvements. The City of Fargo operates and maintains 72 sanitary sewer lift stations as part of the City's overall sanitary sewer collection system. Over half of the lift stations contain telemetry, instrumentation and control (I/C) equipment that have reached the end of its expected service life and manufacturers no longer carry replacement parts for the equipment. The Water Reclamation Utility would like to replace the outdated telemetry, instrumentation and control (I/C) equipment, (which was installed in the 80's and no longer supported) with components, which are supported locally and can be maintained by city staff and local contractors. The outdated equipment that will be removed from seven identified lift stations, will then be used as spare parts for the remaining lift stations. The Utility plans to upgrade 5-7 lift stations per year depending upon need and funding. Delaying or ignoring, these improvements could result in communication and/or operation issues that may result in sanitary sewer overflow or backup.

The purpose of Task Order 15 is to replace this outdated equipment at Lift Stations #4, 28, 49, 51, 53, 54 and 55 to ensure the operational functionality and communication system is maintained at each lift station. These lift stations were selected as they had the greatest need. The Task Order provides labor and onsite installation of new remote telemetry units (RTU), controls equipment, conduit & wiring modifications, and programming for each lift station. These lift station RTU, instrumentation and control upgrades will be funded with Project WW2352 (Water Reclamation Lift Station Rehab and Renewal Rate Fund 521) accounted for in the 2025 budget.

On a motion from Nathan Boerboom, seconded by Brian Ward, the Utility Committee voted to approve Task Order #15 from AE2S for sanitary lift station remote telemetry unit (RTU), instrumentation and control upgrades in the amount of \$136,400.

Recommended Motion:

Concur with the Utility Committee recommendation to approve Task Order #15 from AE2S for sanitary lift station remote telemetry unit (RTU), instrumentation and control upgrades in the amount of \$136,400.

COMMITTEE:	Present	Yes	No	Unanimous X
Denise Kolpack, City Commissioner	X	X		
Susan Thompson, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Scott Liudahl, City Forester				
Scott Olson, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Dir.	X	X		
Troy Hall, Water Utility Director	X	X	Virtual	
Ben Dow, Public Works Operations Director	X	X	Virtual	
Tom Knakmuhs, City Engineer	X	X	N. Boerboom proxy	
Brenda Derrig, Assistant City Administrator	X	X	Virtual	
Dan Portlock, Water Utility Engineer	X	X		

ATTEST:


 Jim Hausauer

Water Reclamation Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg

Memorandum

August 27th, 2025

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JA*
RE: Task Order #15-Advanced Engineering & Environmental Services, Inc. (AE2S)
Lift Station Remote Telemetry Unit (RTU), Instrumentation & Control Upgrades

Background

The City of Fargo operates and maintains 72 sanitary sewer lift stations as part of the City's overall sanitary sewer collection system. Over half of the lift stations contain telemetry, instrumentation and control (I/C) equipment that have reached the end of its expected service life and manufacturers no longer carry replacement parts for the equipment. The Water Reclamation Utility would like to replace the outdated telemetry, instrumentation and control (I/C) equipment, (which was installed in the 80's and no longer supported) with components, which are supported locally and can be maintained by city staff and local contractors. The outdated equipment that will be removed from seven identified lift stations, then used as spare parts for the remaining lift stations. The Utility plans to upgrade 5-7 lift stations per year depending upon need and funding.

Delaying or ignoring, these improvements could result in communication and/or operation issues that may result in sanitary sewer overflow or backup.

Task Order #15

The purpose Task Order 15 is to replace this outdated equipment at Lift Stations #4, 28, 49, 51, 53, 54 and 55 to ensure the operational functionality and communication system is maintained at each lift station. These lift stations were selected as they had the greatest need. The Task Order provides for onsite installation of new remote telemetry units (RTU), controls equipment, conduit & wiring modifications, and programming for each lift station.

These lift station RTU, instrumentation and control upgrades will be funded with Project WW2352 (Water Reclamation Lift Station Rehab and Renewal Rate Fund 521) accounted for in the 2025 budget.

Recommended Motion

Approve Task Order #15 from AE2S for sanitary lift station remote telemetry unit (RTU), instrumentation and control upgrades in the amount of \$136,400.



August 27, 2025

Jim Hausauer
Fargo Water Reclamation Utility Director
3400 North Broadway
Fargo, ND 58102

**RE: Fargo 2025 Lift Station Control Upgrades
Instrumentation and Control (I&C) System Services
Water Reclamation Consulting Task Order No. 15**

Dear Jim:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Fargo 2025 Lift Station Control Upgrades Project. This letter and the attached Water Reclamation Consulting Task Order No. 15 provide the proposed scope of services for instrumentation and controls (I&C) system services. The proposed fee for these services, expenses and reimbursables is \$136,400.

The City of Fargo operates and maintains 70 sanitary sewer lift stations as part of the City's overall sanitary sewer collection system. Many of the lift stations contain telemetry and controls equipment that has reached the end of its expected service life and replacement parts for the equipment have been retired or are no longer carried by manufacturers. The purpose of this Project is to replace this outdated equipment at Lift Stations #4, 28, 49, 51, 53, 54, and 55 to ensure operational functionality and communication system is maintained at each lift station. This Task Order provides for the purchasing of remote telemetry unit (RTU) and new controls equipment, onsite installation, conduit and wiring modifications, and programming for each lift station.

If you agree with the proposed scope of services and associated professional fees presented in the attached Water Reclamation Consulting Task Order No. 15, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this important water reclamation service project.

Submitted in Service,

A handwritten signature in blue ink, appearing to read "Ryan Grubb", is written over a faint, light blue circular stamp.

Ryan Grubb, PE
Operations Manager

Water Reclamation Task Order No. 15

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Task Order Date: September 2, 2025
- B. Owner: City of Fargo Enterprise Utilities (Water Reclamation Utility)
- C. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- D. Engineer Project No.: P00803-2025-010
- E. Specific Project (title): Fargo 2025 Lift Station Control Upgrades
- F. Specific Project (description):

This Project consists of upgrading remote telemetry unit (RTU) and controls equipment at Lift Stations #4, 28, 49, 51, 53, 54, and 55. This Task Order provides instrumentation and control (I&C) system services to purchase new RTU and controls equipment, perform onsite installation, modify conduit and wiring (as needed), and update programming for each lift station.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - I&C System Services and Commissioning Services (Exhibit A, Paragraph A1.07)
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
 - Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order approval – September 2, 2025
- Equipment Orders – September 2025
- Onsite Installations (pending receipt of equipment)– October – March 2025*
- Project Completion – March 2025

**Project schedule is estimated based upon equipment lead time quotes from suppliers. Final project schedule will be dictated by the ability to obtain equipment.*

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
080	<i>I&C System Services</i>	<i>Method B</i>		
01	<i>Project Management and Administration</i>		14	\$3,400
02	<i>Programming and Installation</i>		364	\$72,800
081	<i>Lift Station Equipment</i>	<i>Method B</i>		
01	<i>Lift Station Equipment</i>		NA	\$60,200
Total			378	\$136,400

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

7. **Consultants retained as of the Effective Date of the Task Order:** None.

8. **Other Modifications to Agreement and Exhibits:** None.

9. Attachments:

- 2025 Hourly Fee and Expense Schedule

10. Other Documents Incorporated by Reference:

- Attachment 1 Water Reclamation Task Order No. 15 – Scope of Services

11. Terms and Conditions

Limited Equipment Warranty

ENGINEER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PRODUCTS MANUFACTURED BY A THIRD PARTY, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ENGINEER'S SOLE RESPONSIBILITY TO OWNER WITH RESPECT TO ANY EQUIPMENT OR COMPONENTS AND PARTS MANUFACTURED BY A THIRD PARTY AND INCORPORATED INTO THE EQUIPMENT SHALL BE TO PASS THROUGH TO OWNER SUCH ORIGINAL EQUIPMENT MANUFACTURER'S AVAILABLE PRODUCT WARRANTY. THE REMEDIES SET FORTH IN THE MANUFACTURER'S TERMS SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AND ENGINEER'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

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

The Effective Date of this Task Order is September 2, 2025.

OWNER: City of Fargo (Water Reclamation
Utility)

ENGINEER: Advanced Engineering and
Environmental Services, LLC (AE2S)

By: _____

By: _____

Name: Jim Hausauer, REHS

Name: Ryan Grubb, PE

Title: Utility Director (Water Reclamation)

Title: Operations Manager

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Jim Hausauer, REHS

Name: Adam Kubista

Title: Utility Director (Water Reclamation)

Title: I&C Specialist

Address: 3400 N. Broadway
Fargo, ND 58102

Address: 4170 28th Ave S
Fargo, ND 58104

E-Mail
Address: JHausauer@FargoND.gov

E-Mail
Address: Adam.Kubista@ae2s.com

Phone: (701) 241 - 8565

Phone: (701) 364 - 9111

Attachment 1 to Water Reclamation Task Order No. 15

Fargo 2025 Lift Station Control Upgrades

September 2, 2025

Scope of Services

Phase 080 – I&C System Services

In accordance with Paragraphs A1.07 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following I&C Systems services under Wastewater Consulting Task Order No. 15:

The Fargo 2025 Lift Station Control Upgrades Project consists of control system improvements and equipment replacement at the following Fargo Water Reclamation Utility sanitary sewer lift stations:

- *Lift Station (LS) 4*
- *LS 28*
- *LS 49*
- *LS 51*
- *LS 53*
- *LS 54*
- *LS 55*

The work description within each task in this Scope of Services shall generally apply to each lift station site.

Task 01 – Project Management and Administration

Engineer shall develop a full Scope of Work for upgrading the remote telemetry unity (RTU) and controls equipment (where applicable) for each lift station, including:

- Developing an equipment schedule for each lift station; and
- Solicit quotations for purchasing RTU and controls equipment.

Under this Task, Engineer shall also perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the Owner and Project staff; providing Owner with monthly Project financial status updates; ensuring that the needs of the Owner are met in a timely manner, and monitoring Project budgets and schedules.

Task 02– Programming and Installation

Engineer shall perform onsite installation and programming for each lift station, which is anticipated to include the following tasks:

- Travel to site to remove existing RTU and controls equipment;
- Perform onsite installation of new equipment as described in Task 02.
- Modify conduit and wiring to new equipment (where applicable);
- Update or develop programmable logic controller (PLC) and operator interface terminal (OIT) programming and test functionality;
- Configure new RTU; and
- Update the control drawings.

Phase 081 – Resale Equipment

Task 01 – Lift Station Equipment

Upon written approval to proceed from Owner, Engineer shall purchase and acquire the necessary equipment to complete the lift station RTU and control system upgrades. The required equipment is expected to be similar for each lift station and include the following:

- Compactlogix 5380 Controller
- Compact Interface Module
- DC Input / Output Modules
- 10-inch Panelview
- Ancillary wiring, conduit, and mounting accessories

Included within this Task Order are equipment prices received from suppliers the week of August 18, 2025. Due to market volatility, there is potential for equipment price increases. Engineer shall coordinate with the Owner if equipment price increases are experienced prior to ordering equipment in the form of a Task Order amendment.

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2025 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$70.00		
Administrative 2	\$85.00	IT 1	\$140.00
Administrative 3	\$99.00	IT 2	\$189.00
		IT 3	\$232.00
Communications Specialist 1	\$113.00		
Communications Specialist 2	\$132.00	Land Surveyor Assistant	\$103.00
Communications Specialist 3	\$152.00	Land Surveyor 1	\$124.00
Communications Specialist 4	\$183.00	Land Surveyor 2	\$150.00
Communications Specialist 5	\$202.00	Land Surveyor 3	\$169.00
		Land Surveyor 4	\$186.00
Construction Services 1	\$135.00	Land Surveyor 5	\$205.00
Construction Services 2	\$165.00		
Construction Services 3	\$183.00	Operations Specialist 1	\$108.00
Construction Services 4	\$203.00	Operations Specialist 2	\$135.00
Construction Services 5	\$224.00	Operations Specialist 3	\$167.00
		Operations Specialist 4	\$191.00
Engineering Assistant 1	\$91.00	Operations Specialist 5	\$214.00
Engineering Assistant 2	\$107.00		
Engineering Assistant 3	\$135.00	Project Coordinator 1	\$125.00
Engineer 1	\$146.00	Project Coordinator 2	\$140.00
Engineer 2	\$175.00	Project Coordinator 3	\$156.00
Engineer 3	\$205.00	Project Coordinator 4	\$172.00
Engineer 4	\$237.00	Project Coordinator 5	\$194.00
Engineer 5	\$254.00		
Engineer 6	\$269.00	Project Manager 1	\$221.00
		Project Manager 2	\$242.00
Engineering Technician 1	\$90.00	Project Manager 3	\$259.00
Engineering Technician 2	\$113.00	Project Manager 4	\$274.00
Engineering Technician 3	\$136.00	Project Manager 5	\$293.00
Engineering Technician 4	\$152.00	Project Manager 6	\$307.00
Engineering Technician 5	\$174.00		
		Sr. Designer 1	\$192.00
Financial Analyst 1	\$121.00	Sr. Designer 2	\$213.00
Financial Analyst 2	\$137.00	Sr. Designer 3	\$229.00
Financial Analyst 3	\$165.00		
Financial Analyst 4	\$180.00	Sr. Financial Analyst 1	\$227.00
Financial Analyst 5	\$201.00	Sr. Financial Analyst 2	\$248.00
		Sr. Financial Analyst 3	\$269.00
GIS Specialist 1	\$113.00		
GIS Specialist 2	\$137.00	Technical Expert 1	\$348.00
GIS Specialist 3	\$162.00	Technical Expert 2	Negotiable
GIS Specialist 4	\$181.00		
GIS Specialist 5	\$202.00		
I&C Assistant 1	\$108.00		
I&C Assistant 2	\$134.00		
I&C 1	\$160.00		
I&C 2	\$189.00		
I&C 3	\$213.00		
I&C 4	\$226.00		
I&C 5	\$237.00		

Reimbursable Expense Rates

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$291.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.