

FARGO CITY COMMISSION AGENDA
Tuesday, September 8, 2009 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO (Channel 99). They are broadcast each Monday at 5:00 p.m., Thursday at 7:00 p.m. and Saturday at 8:00 a.m.; and are also included in our video archive at www.cityoffargo.com/commission

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, August 24, 2009).

*** Consent Agenda - Approve the Following ***

- a. Resolution Prescribing Rates and Charges for Solid Waste Services effective 9/14/09.
- b. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Relating to Waste, Yardwaste, Ashes, and Other Waste – Removal and Disposal of.
- c. Settlement Agreement between the United States of America and Fargo, North Dakota under the Americans with Disabilities Act.
- d. Analytics Claims Administration Agreement for third party administration of the class action settlement of the traffic fines case (Sauby and Burns v. City of Fargo).
- e. Fire Department budget adjustment in the amount of \$3,480 and 2009 Hazardous Materials Emergency Preparedness (HMEP) training grant (CFDA #20.703).
- f. Police Department budget adjustment in the amount of \$6,000 and NDDOT Safety Belt Education and Enforcement Grant (CFDA #20.600).
- g. Police Department budget adjustment in the amount of \$9,200 and ND Highway Patrol grant agreement to provide funding for alcohol compliance checks, server training and enforcement of underage drinking laws (CFDA #16.727).
- h. Recommendation to revise Ordinance 25-1509C to be consistent with State Law allowing persons under 18 years of age to serve alcohol in a restaurant.
- i. Application filed by Ekrem and Amela Sabanovic for a 4-year tax exemption for improvements made to a building at 1830 5th Avenue South.
- j. Applications for Games of Chance:
 - (1) Fargo South High School for raffles from 9/3/09 to 2/25/10 at the Fargo South High Ice Arena, the Fargo Coliseum, the Fargo South High School, the Fargodome, the Civic Memorial Auditorium, the SW Youth Arena and the Urban Plains Center.
 - (2) Nativity Church of Fargo for a raffle on 10/4/09.
 - (3) North Dakota Dental Foundation for a raffle on 9/18/09; Public Spirited Resolution.
 - (4) Riverview Place for a raffle on 10/11/09.

Amended Site Authorization for The ARC Upper Valley, Inc. at JT Cigarros.

- l. Use of the Fannie Mae line of credit to provide the Fargo Housing and Redevelopment Authority with financing to purchase property at 4955 28th Avenue South.
- m. Receive and file the 2008 Consolidated Annual Performance Evaluation Report for the Community Development program.
- n. Cancel Transit Driver Services Request for Proposal and authorize staff to negotiate a one-year extension with First Transit, Inc., contingent upon the Moorhead City Council's approval.
- o. Agreement with RouteMatch Software, Inc. to provide the paratransit software system.
- p. Agreement with GFI Genfare to provide the transit electronic fare collection system.
- q. Contract with Heyer Engineering, PC for professional engineering services relating to demolition of the US Bank Ramp.
- r. Purchase of one portable asphalt recycler from Pavement Technologies International Corp. in the amount of \$123,500.
- s. Sole source procurement and purchase of a curbside recycling truck from Sanitation Products.
- t. Direct sale of a Landfill used dozer to Hough Construction Company in the amount of \$28,500.
- u. Change Order No. 1 for an increase of \$55,487.58 for Project No. SW 08-03.
- v. Agreement for Entry and Construction, Permanent Sanitary Sewer Easement and Temporary Construction Easement with the University of North Dakota (Project No. 5656).
- w. Agreement for Entry and Construction with LaVerne Montplaisir and Perry Montplaisir (Project No. 5728).
- x. Permanent Utility Easement for Cass County Electric Cooperative along 45th Street South.
- y. NDDOT Agreements for Improvement District No. 5202 and Project Nos. 5574 and 5701.
- z. Engineering services Contract Amendment No. 2 with Ulteig Engineers, Inc. for Improvement District No. 5838.
- aa. Request for Proposals for engineering services procurement for Improvement District No. 5905.
- bb. Bid awards for Project Nos. 5874 and 5901.
- cc. Bid advertisement for Project No. 5875.
- dd. Contracts and bonds for Project SW 09-02 and No. 5879.
- ee. Bills.

Change Order No. 1 for an increase of \$40,986 for Improvement District No. 5858.

gg. Bid award for Improvement District No. 5889.

hh. Create Improvement District No. 5880.

* * * Regular Agenda * * *

1. Presentation to Mayor Walaker by the Fargo Moorhead Vietnam Veterans of America.
2. 2nd reading, waive reading and final adoption of an Ordinance Enacting and Establishing a Moratorium on the Issuance of Sign Permits for Certain Electronic Message Centers; 1st reading, 8/24/09.
3. Public Hearings - 5:15 p.m.:
 - a. Development Plan for the Southwest Fire Station at 3957 Village Lane South.
 - b. Issuance of \$2,890,000 City of Fargo General Obligation Development Bonds, Series 2009B, to fund the construction and equipping of a south side fire station, including purchase of a fire truck.
4. Receive Mayor's 2010 Preliminary Budget and set public hearing for Monday, September 21, 2009 at 5:15 p.m.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310 or TDD 241-8258. Please contact us at least three business days in advance of public meetings to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo Web site at www.cityoffargo.com/commission



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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AN ORDINANCE ENACTING AND ESTABLISHING
A MORATORIUM ON THE ISSUANCE OF SIGN PERMITS
FOR CERTAIN ELECTRONIC MESSAGE CENTERS

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, Article 25-03 of the Fargo Municipal Code and the Fargo Sign Code, authorized by Section 25-0307, addresses various matters regarding outdoor advertising; however, since the last amendment to the Fargo Sign Code certain technology for advertising signs has become available or is more prominently being used for advertising in the form of electronic message centers which technology and form of advertisement is not directly or adequately addressed in the Fargo Municipal Code or the Fargo Sign Code; and,

WHEREAS, the Board of City Commissioners hereby finds that the presence of electronic message centers is a use of property which, particularly when used and located near residential zoning districts, has raised concerns about safety and about disruption to the use and enjoyment of property by nearby residential users and, as a result, such use may be incompatible with residential zoned property nearby; and,

WHEREAS, the Board of City Commissioners has requested that the Planning Department work toward the development of a proposal to revise the Sign Code of the City of Fargo which proposal is likely to contain language specifically addressing the permitting and enforcement of permits for said electronic message centers, particularly those nearby residential zoning districts; and,

WHEREAS, it is expected that the Planning Department will have a proposal for revisions to the Sign Code for presentation to the Board of City Commissioners by

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

Dennis R. Walaker, Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

F:\CITY\ORDINANCES\Enact Moratorium (Signs - Outdoor Advertising)

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301b

Office of the City Attorney

September 3, 2009

City Attorney
Erik R. Johnson
Assistant City Attorney
Robert L. "Butch" McConn, Jr.

City Prosecutors
Gordon A. Dexheimer
Scott O. Diamond

Board of City Commissioners
City Hall
200 North Third Street
Fargo, ND 58102

Re: Public Hearing on Approval of Development Plan and on Approval of Issuance of \$2,890,000 City of Fargo General Obligation Development Bonds, Series 2009B

Dear Commissioners:

This letter is in regard to two separate public hearings - both are related to the issuance of bonds to finance the construction of the SW Fire Station at 3957 Village Lane South and for the purchase of a fire truck to be located at the said fire station.

Hearing on Development Plan.

Enclosed herewith is a Development Plan for the said SW Fire Station. The Development Plan explains the basis for the SW Fire Station project to be eligible under N.D.C.C. Chapter 40-58 for the issuance of general obligation municipal bonds to finance the construction of the fire station and purchase of the fire engine. Notice of the public hearing for September 8 was published in The Forum.

Chapter 40-58 suggests you should make certain findings before approval of the Development Plan. This is to confirm the following facts:

1. No displacement of families has or will occur as a result of the development,
2. The development plan conforms to the general plan of the municipality as a whole—the intended use of the property upon which the project is being built is consistent with the zoning and comprehensive plan for the area,
3. The development plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the development by private enterprise—the providing of fire protection services in the City, enhanced by the southwest fire station being constructed and the fire truck being purchased, are both public functions that are best provided

by the City through its Fire Department and, therefore, it is not practical or appropriate for such services to be provided by private enterprise; however, private contractors and subcontractors have been engaged to construct the fire station and the fire truck is being purchased from a private company and so, in that regard, maximum opportunity has been provided for development of the project by private enterprise.

4. The property at 3957 Village Lane South, Fargo, is zoned as a Limited Commercial, LC, zoning district.

Assuming you are accepting of the proposed Development Plan, a copy of which is enclosed herewith, please approve the suggested motion below:

SUGGESTED MOTION: I move for the approval and adoption of the Resolution Approving the Development Plan for 3957 Village Lane South - Southwest Fire Station, Fargo, North Dakota, as presented.

Resolution Approving Bonds.

In addition to the foregoing Resolution to Approve the Development Plan, you will hold another public hearing on September 8th for the purpose of determining whether or not there is any protest to the issuance of \$2,890,000, more or less, of City of Fargo General Obligation Development Bonds, Series 2009B, for the purpose of financing the construction and equipping of the aforesaid fire station, including the purchase of a fire truck. Pursuant to North Dakota public finance law, a public hearing must be held and an opportunity given for the residents of Fargo to submit written protests to the issuance of said development bonds. Presently, the City Auditor has received no written protests. A two-thirds vote of the Board of City Commissioners is required for approval of the issuance of these bonds. Please bear in mind that the actual bond sale and related resolutions containing specific terms for the sale of the bonds will be presented at a later meeting (currently scheduled to occur September 21st).

SUGGESTED MOTION: I move for the approval and adoption of the Resolution Approving the Issuance of \$2,890,000 City of Fargo General Obligation Development Bonds, Series 2009B.

Sincerely,



Erik R. Johnson

ERJ/jmf
Enclosures

Commissioner _____ introduced the following Resolution and moved its adoption:

RESOLUTION APPROVING THE DEVELOPMENT PLAN

**3957 Village Lane South – Southwest Fire Station
Fargo, ND**

**[Also related to the issuance of \$2,890,000, more or less, City Of Fargo
General Obligation Development Bonds, Series 2009B]**

WHEREAS, development has occurred in the southwest area of the City of Fargo, defined generally as the area south of Interstate Highway 94 and west of 25th Street South, that requires the construction and equipping of a fire station and improvements, including the purchase of a fire truck, to be located at 3957 Village Lane South, Fargo, to serve said southwest area and other areas which are served by the City of Fargo Fire Department; and,

WHEREAS, in order to finance the construction of said fire station and purchase of said fire truck, it is necessary and appropriate for the City of Fargo to issue general obligation development bonds, as authorized by N.D.C.C. §§40-58-01 et seq. and 21-03-07 subd. 4, to be secured by the City's full faith and credit and its taxing power and it is necessary that the Board of City Commissioners approve a Development Plan for the project; and,

WHEREAS, a proposed Development Plan has been prepared, a copy of which is attached hereto and incorporated as if fully set forth herein, and the time and place for a public hearing on the development plan has been noticed for September 8, 2009, at 5:15 p.m., and notice of such hearing has been published in the official newspaper of the City; and,

WHEREAS, a public hearing was held by the Board of City Commissioners of the City of Fargo (the "Board") on September 8, 2009, in which the Board took comments on the proposed Development Plan;

WHEREAS, The Board finds that:

1. No displacement of families has or will occur as a result of the development,
2. The development plan conforms to the general plan of the municipality as a whole—the intended use of the property upon which the project is being built is consistent with the zoning and comprehensive plan for the area,
3. The development plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the development by private enterprise—the providing of fire protection services in the City, enhanced by the southwest fire station being constructed and the fire truck being purchased, are both public functions that are best provided by the City through its Fire

Department and, therefore, it is not practical or appropriate for such services to be provided by private enterprise; however, private contractors and subcontractors have been engaged to construct the fire station and the fire truck is being purchased from a private company and so, in that regard, maximum opportunity has been provided for development of the project by private enterprise.

4. The property at 3957 Village Lane South, Fargo, is zoned as a Limited Commercial, LC, zoning district.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, as follows:

Based upon the findings above-stated, and upon consideration of the record, the Development Plan for the Southwest Fire Station at 3957 Village Lane South, Fargo, North Dakota is hereby approved as presented.

ATTEST:

CITY OF FARGO

City Auditor

Mayor

The motion for the adoption of the foregoing Resolution was duly seconded by Commissioner _____. On roll call vote, the following Commissioners voted aye:

_____. The following Commissioners voted nay: _____. The following were absent and not voting: _____, so the motion carried and the Resolution was duly adopted.

Development Plan
3967 Village Lane South—Southwest Fire Station
Fargo, ND

Introduction

A fire station is to be constructed to serve the southwest portion of the city—the area south of I-94 and west of 25th Street. N.D.C.C. Chapter 40-58 authorizes the issuance of bonds by a city when the governing body of the city approves a plan for development of land that is unused real property zoned as a commercial site. The unused commercially-zoned lot selected for the site of the new southwest fire station is an appropriate site for a development plan and for approval of financing through the issuance of bonds by the city.

Project Description

The development of this site would be for a new fire station owned and operated by the city of Fargo to service the growing city and all of the development occurring in the southwest area of the city. The location of the fire station was vacant and unused when acquired by the city. The fire station will be a modern facility that will be constructed and fit up to provide service to the area west of 25th Street and south of I-94. The project also includes the purchase of a fire engine to be utilized in the new fire station. Zoning of the property is commercial. The proposed development is compatible with existing zoning and adjacent land uses. The project area (the site of the new fire station) is located at 3967 Village Lane South, Fargo.

Project Eligibility for Development and Issuance of Bonds

The site is good for development in the area and is consistent with the comprehensive plan. This development would support existing and future additional development in the southwest area of the City. The City may issue bonds in its discretion to finance the undertaking of any development project. NDCC §40-58-10 subs. 1. A development project is one that includes authorized undertakings or activities of a city in a development area for the development of commercial or industrial property, which is defined as "...unused ... real property that is zoned or used as [a]...commercial site." NDCC §40-58-01.1 subs. 9, 14. The project described in this Development Plan complies with the requirements of Chapter 40-58 and, therefore, the City is authorized, in its discretion, to issue bonds to finance the project (construction of a fire station and purchase of a fire engine) through a resolution approved by the board of city commissioners of the city of Fargo.

General Obligation Bonds -- No Tax Increment Financing.

Chapter 40-58 provides a number of tools for cities to promote and support different types of development. One such tool is "tax increment financing". No tax increment is being captured as part of this development project and the bonds issued to finance this project will be paid out of the general revenues of the city.

Approval of City Commission – Property Owner Protest.

The development bonds must be approved by a resolution approved by a two-thirds vote of the City Commission, to the extent that the governing body determines that such cost

should be paid by the city and should not be assessed upon property specially benefited thereby; provided that the initial resolution authorizing such bonds must be published in the official newspaper, and any owner of taxable property within the city may, within sixty days after such publication, file with the city auditor a protest against the adoption of the resolution. If the governing body finds such protests to have been signed by the owners of taxable property having an assessed valuation equal to five percent or more of the assessed valuation of all taxable property within the city, as theretofore last finally equalized, all further proceedings under such initial resolution are barred. NDCC Section 21-03-07 subd. 4.

Commissioner _____ introduced the following Resolution and moved its adoption:

**RESOLUTION APPROVING THE ISSUANCE OF \$2,890,000 CITY OF FARGO
GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2009B**

WHEREAS, development has occurred in the southwest area of the City of Fargo, defined generally as the area south of Interstate Highway 94 and west of 25th Street South, that requires the construction and equipping of a fire station and improvements, including the purchase of a fire truck, to be located at 3957 Village Lane South, Fargo, to serve said southwest area and other areas which are served by the City of Fargo Fire Department; and,

WHEREAS, in order to finance the construction of said fire station and purchase of said fire truck, it is necessary and appropriate for the City of Fargo to issue general obligation development bonds, as authorized by N.D.C.C. §§40-58-01 et seq. and 21-03-07 subd. 4, to be secured by the City's full faith and credit and its taxing power; and,

WHEREAS, the time and place for a public hearing on the issuance of the bonds was established by the Board of City Commissioners of the City of Fargo (the "Board") by Resolution which called for publication in the official newspaper for the City of Fargo at least sixty days prior to September 8, 2009, at 5:15 p.m., the time and date for said public hearing; and,

WHEREAS, a public hearing was held by the Board on September 8, 2009, in which the Board took comments and determined what, if any, written protest was submitted to the city auditor, and no written protest to the issuance of the bonds as contemplated by NDCC §21-03-07 subd.4.c having been received by the City Auditor;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, as follows:

There being no written protest to the issuance thereof, there is hereby authorized to be issued a series of bonds designated as City of Fargo General Obligation Development Bonds, Series 2009B in the total amount of \$2,890,000 (the "Bonds"), more or less, for the purpose of financing the construction and equipping of a fire station and improvements, including the purchase of a fire truck, to be located at or near 3957 Village Lane South, Fargo, North Dakota (near the intersection of 45th Street and 40th Avenue South) to serve said southwest area and other areas which are served by the City of Fargo Fire Department and to be secured by the City's full faith and credit and its taxing power. Provisions for the repayment terms for the bonds, redemption, insurance, and other matters will be contained in one or more separate resolutions for the authorization and sale of the Bonds to be approved by the Board at a public meeting.

ATTEST:

CITY OF FARGO

City Auditor

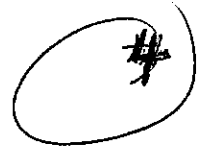
Mayor

The motion for the adoption of the foregoing Resolution was duly seconded by
Commissioner _____. On roll call vote, the following Commissioners voted aye:

_____ The following

Commissioners voted nay: _____. The following were absent and not voting:

_____, so the motion carried and the Resolution was duly adopted.



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: MAYOR DENNIS R. WALAKER *Dennis Walaker*
DATE: SEPTEMBER 2, 2009
SUBJECT: MAYOR'S 2010 PRELIMINARY BUDGET

The 2010 preliminary budget has been completed and is attached for your review. The preliminary budget must be approved by September 10th. I am recommending that the City Commission approve the preliminary budget as presented and set the required public hearing date for September 21st. At that time any citizen or other interested individuals can comment or make inquiries about the proposed budget.

The budget document will also be posted on the City's web site for easy access to those interested in participating in the budget hearing. Final budget adoption is required by October 7th.

RECOMMENDED MOTION: To approve the Mayor's 2010 Preliminary Budget and set the public hearing date for Monday, September 21, 2009 at 5:15 p.m.

ww10budget



Office of the City Attorney

*"a" on Consent,
but the item will
be pulled from consent
and considered at the end of
the regular agenda*

September 3, 2009

City Attorney
Erik R. Johnson
Assistant City Attorney
Robert L. "Butch" McConn, Jr.

City Prosecutors
Gordon A. Dexheimer
Scott O. Diamond

Board of City Commissioners
City Hall
200 North Third Street
Fargo, ND 58102

Re: Agreement with United States Department of Justice/ADA Compliance

Dear Commissioners:

As you know, the Department of Justice has for some time been engaged in a program of working with political subdivisions throughout the country to identify compliance with the Americans with Disabilities Act. The ADA was enacted in 1991. This DOJ program begins with an inventory of buildings owned by the political subdivisions and an assessment of the suggested changes that will need to be made to bring city-owned buildings and city programs into conformance with the ADA requirements. Once the objectives are identified, an agreement is entered into between the City and the DOJ. The City of Fargo staff members and the DOJ have been working through such a process.


Some time ago, DOJ representatives visited Fargo to walk through various city-owned buildings for the purpose of identifying the alterations needed to obtain ADA compliance. Such alterations may include changing procedures and methods for notification of people with communication difficulties, changing ADA grievance procedures, changing physical attributes of signs, drinking fountains, door latches and other openings, and so forth. In February this year, the DOJ sent to us a proposed agreement. The draft identified the changes the DOJ sought to be made and a proposed schedule for the changes to be accomplished. Since that time, we have been working with and negotiating with the Department of Justice to discuss the needs and requirements of the ADA as it relates to specific items on the inventory list. There were some buildings on the inventory that were not under the ownership or control of the city of Fargo and those buildings were removed from the agreement. The Southwest Arena is owned by the Fargo Park District, for example, and the FargoDome is operated by the FargoDome Authority, and so both of those buildings were removed from the agreement with the City of Fargo. As part of our review, we attempted to assess whatever difficulty we might have in complying with the suggested changes and the timeframe provided by the Department of Justice. Members of multiple departments within the City weighed in on their respective sections of the draft

agreement. Members of the city staff that worked on this included the following: Jill Minette, Steve Sprague, Keith Ternes, Nate Bailly, Bob Getz, Dan Mahli, Pat Zavoral, Mark Bittner and Leon Schlafmann.

We have completed our negotiations and discussion with the Department of Justice, and the current draft agreement is now ready for your consideration and approval.

SUGGESTED MOTION: I move to approve the agreement for ADA compliance with the Department of Justice as presented.

Sincerely,



Erik R. Johnson

ERJ/jmf
Enclosure

"C" on Consent, but
will be pulled and
considered at the
end of the regular
agenda

SETTLEMENT AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA

AND

FARGO, NORTH DAKOTA

UNDER THE AMERICANS WITH DISABILITIES ACT

DJ 204-56-27

BACKGROUND

SCOPE OF THE INVESTIGATION

The United States Department of Justice (Department) initiated this matter as a compliance review of Fargo, North Dakota, under title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the Department's implementing regulation, 28 C.F.R. Part 35. Because the City receives financial assistance from the Department of Justice, the review was also conducted under the authority of section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Department's implementing regulation, 28 C.F.R. Part 42, Subpart G.

The review was conducted by the Disability Rights Section of the Department's Civil Rights Division and focused on the City's compliance with the following title II requirements:

- to conduct a self-evaluation of its services, policies, and practices by July 26, 1992, and make modifications necessary to comply with the Department's title II regulation, 28 C.F.R. § 35.105;
- to notify applicants, participants, beneficiaries, and other interested persons of their rights and the City's obligations under title II and the Department's regulation, 28 C.F.R. § 35.106;
- to designate a responsible employee to coordinate its efforts to comply with and carry out the City's ADA responsibilities, 28 C.F.R. § 35.107(a);
- to establish a grievance procedure for resolving complaints of violations of title II, 28 C.F.R. § 35.107(b);

- to operate each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, 28 C.F.R. §§ 35.149 - 35.150, by:
 - delivery of services, programs, or activities in alternate ways, including, for example, redesign of equipment, reassignment of services, assignment of aides, home visits, or other methods of compliance or, if these methods are not effective in making the programs accessible,
 - physical changes to buildings (required to have been made by January 26, 1995), in accordance with the Department's title II regulation, 28 C.F.R. §§ 35.150 and 35.151, and the ADA Standards for Accessible Design (Standards), 28 C.F.R. pt. 36, App. A, or the Uniform Federal Accessibility Standards (UFAS), 41 C.F.R. § 101-19.6, App. A.
- to ensure that facilities for which construction or alteration was begun after January 26, 1992, are readily accessible to and usable by persons with disabilities, in accordance with 1) the Department's title II regulation and 2) the Standards or UFAS, 28 C.F.R. § 35.151;
- to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others, including furnishing auxiliary aids and services when necessary, 28 C.F.R. § 35.160;
- to provide direct access via TTY (text telephone) or computer-to-telephone emergency services, including 9-1-1 services, for persons who use TTY's and computer modems, 28 C.F.R. § 35.162;
- to provide information for interested persons with disabilities concerning the existence and location of the City's accessible services, activities, and facilities, 28 C.F.R. § 35.163(a); and
- to provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to information about accessible facilities, 28 C.F.R. § 35.163(b).

As part of its compliance review, the Department reviewed the following facilities, which – because construction or alterations commenced after January 26, 1992 – must comply with the ADA's new construction or alterations requirements: Metro Transit Garage; Northport Library; Public Safety Building; Newman Outdoor Field; the Skyway; Convention and Visitor's Bureau; Fargo Municipal Court; City Hall; Civic Center Parking; Civic Auditorium; and Fargo Police Station.

The Department's program access review covered those of the City's programs, services, and activities that operate in the following facilities: Health Department; Radisson Park Ramp; and the Law Enforcement Center.

The Department reviewed the City's policies and procedures regarding voting, emergency management and disaster prevention, and sidewalk maintenance to evaluate whether persons with disabilities have an equal opportunity to utilize these programs.

Finally, the Department reviewed the City's Police Department's policies and procedures regarding providing effective communication to persons who are deaf or hard-of-hearing.

JURISDICTION

1. The ADA applies to the City because it is a "public entity" as defined by title II. 42 U.S.C. § 12131(1).
2. The Department is authorized under 28 C.F.R. Part 35, Subpart F, to determine the compliance of the City with title II of the ADA and the Department's title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing title II of the ADA should the Department fail to secure voluntary compliance pursuant to Subpart F.
3. The Department is authorized under 28 C.F.R. Part 42, Subpart G, to determine the City's compliance with section 504 of the Rehabilitation Act of 1973, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 29 U.S.C. § 794 and 28 C.F.R. §§ 42.530 and 42.108-110, to suspend or terminate financial assistance to the City provided by the Department of Justice should the Department fail to secure voluntary compliance pursuant to Subpart G or to bring a civil suit to enforce the rights of the United States under applicable federal, state, or local law.
4. The parties to this Agreement are the United States of America and the City of Fargo, North Dakota.
5. In order to avoid the burdens and expenses of an investigation and possible litigation, the parties enter into this Agreement.
6. In consideration of, and consistent with, the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit in this matter regarding all matters contained within this Agreement, except as provided in the section entitled "Implementation and Enforcement."

ACTIONS TAKEN BY CITY

7. The City of Fargo has designated a Board of City Commissioners comprised of interested citizens. Grievances are brought to the attention of the administrative offices of the City Commissioners and these grievances are placed on the meeting agenda for the City

Commission to consider. The City Commission meets bi-monthly and any person presenting a grievance may be heard at these meetings.

8. The Board of City Commissioners assisted the City of Fargo in 1991 to conduct a self-evaluation and develop a transition plan. The City checked the polling places to evaluate accessibility, moving one inaccessible polling place to an accessible location. The Board met with disability advocacy groups to obtain recommendations to improve accessibility, and the City purchased equipment to ensure accessibility to voters with disabilities. The City also quickly increased the number of designated accessible parking spaces in many locations to meet the needs of persons with disabilities.
9. The City of Fargo contracts with the Red River Regional Dispatch Center for 9-1-1 calls. That call station is equipped with a TTY and dispatchers are trained in the use of a TTY and responding to TTY calls.

REMEDIAL ACTION

NOTIFICATION

10. Within two months of the effective date of this Agreement, the City will adopt the attached Notice (Attachment A); distribute it to all agency heads; publish the Notice in a local newspaper of general circulation serving the City; post the Notice on its Internet Home Page; and post copies in conspicuous locations in its public buildings. It will refresh the posted copies, and update the contact information contained on the Notice, as necessary, for the life of this Agreement. Copies will also be provided to any person upon request.
11. Within three months of the effective date of this Agreement, and on yearly anniversaries of this Agreement until it expires, the City will implement and report to the Department its written procedures for providing information for interested persons with disabilities concerning the existence and location of the City's accessible programs, services, and activities.

ADA COORDINATOR

12. Within three months of the effective date of this Agreement, the City will appoint or hire one or more ADA Coordinator(s). The ADA Coordinator(s) will coordinate the City's effort to comply with and carry out its responsibilities under the ADA, including any investigation of complaint communicated to it alleging its noncompliance with title II or alleging any actions that would be prohibited under title II. The City will make available to all interested individuals the name(s), office address(es), and telephone number(s) of the ADA Coordinator(s).

GRIEVANCE PROCEDURE

13. Within three months of the effective date of this Agreement, the City will adopt the attached ADA Grievance Procedure (Attachment B), distribute it to all agency heads, and post copies of it in conspicuous locations in each of its public buildings. It will refresh the posted copies, and update the contact information contained on it, as necessary, for the life of the Agreement. Copies will also be provided to any person upon request.

GENERAL EFFECTIVE COMMUNICATION PROVISIONS

14. Within three months of the effective date of this Agreement, the City will identify sources of qualified sign language and oral interpreters, real-time transcription services, and vendors that can put documents in Braille, and will implement and report to the Department its written procedures, with time frames, for fulfilling requests from the public for sign language or oral interpreters, real-time transcription services, and documents in alternate formats (Braille, large print, cassette tapes, etc.).
15. The City will take steps to ensure that all appropriate employees are trained and practiced in using the North Dakota Relay Service to make and receive calls.

LAW ENFORCEMENT AND EFFECTIVE COMMUNICATION

16. Within three months of the effective date of this Agreement, the City will adapt for its own use and implement the Fargo Police Department's Policy Statement on Effective Communication with People Who are Deaf or Hard of Hearing [Attachment C] and distribute to all police officers the *Guide for Law Enforcement Officers When in Contact with People Who are Deaf or Hard of Hearing* [Attachment D].
17. Within three months of the effective date of this Agreement, the City will contract with one or more local qualified oral/sign language interpreter agencies to ensure that the interpreting services will be available on a priority basis, twenty-four hours per day, seven days a week, to its police department or make other appropriate arrangements (such as contracting directly with or hiring qualified interpreters).
18. Within three months of the effective date of this Agreement, the City will ensure that each police station or substation is equipped with a working TTY to enable persons who are deaf, hard of hearing, or who have speech impairments to make outgoing telephone calls. Where inmate telephone calls are time-limited, the City will adopt policies permitting inmates who use TTY's a longer period of time to make those calls, due to the slower nature of TTY communications compared with voice communications.

EMPLOYMENT

19. Within three months of the effective date of this Agreement, the City will amend its employment policies, as necessary, to comply with the regulations of the U.S. Equal Employment Opportunity Commission implementing title I of the Americans with Disabilities Act of 1990, codified at 29 C.F.R. Part 1630. At minimum, those policies will provide that the City:
- will not discriminate on the basis of disability in its hiring or employment practices;
 - will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position;
 - will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of the City's business. If an applicant or an employee requests a reasonable accommodation and the individual's disability and need for the accommodation are not readily apparent or otherwise known, the City may ask the individual for information necessary to determine if the individual has a disability-related need for the accommodation;
 - will maintain any employee's medical records separate from personnel files and keep them confidential; and
 - will make an individualized assessment of whether a qualified individual with a disability meets selection criteria for employment decisions. To the extent the City's selection criteria have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

POLLING PLACES

20. Some of the City's polling places may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, would be subject to the obligation to provide program access or to remove barriers to accessibility under the ADA. This Agreement does not limit future enforcement action against the owners or operators of these polling places by any person or entity, including the Department.
21. Before designating any site as a new polling place, the City will survey the site using the survey instrument at Exhibit F to determine whether the site contains barriers to access by persons with disabilities in the parking, exterior route to the entrance, entrance,

interior route to the voting area, or voting area. The City will not designate any such site as a polling place until all such barriers have been removed.

22. Within the month prior to the next election that utilizes the City's polling places, and at yearly anniversaries of the effective date of this Agreement until it expires, the City will train poll workers on the rights of persons with disabilities and the practical aspects of assuring those rights. The training will cover, at minimum, the need to maintain the physical accessibility of polling locations; how to assist persons with disabilities, as necessary; and how to operate any non-standard voting equipment or accessible features of standard equipment (particularly new, accessible equipment).

EMERGENCY MANAGEMENT PROCEDURES AND POLICIES

23. If the City contracts with another entity, such as the American Red Cross or another local government, to provide its emergency preparedness plans and emergency response services, the City will ensure that the other entity complies with the following provisions on its behalf.
24. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that it regularly solicits and incorporates input from persons with a variety of disabilities and those who serve them regarding all phases of its emergency management plan (preparation, notification, response, and clean up).
25. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that its community evacuation plans enable those who have mobility impairments, vision impairments, hearing impairments, cognitive disabilities, mental illness, or other disabilities to safely self-evacuate or be evacuated by others. Some communities are instituting voluntary, confidential registries of persons with disabilities who may need individualized evacuation assistance or notification. If the City adopts or maintains such a registry, its report to the Department will discuss its procedures for ensuring voluntariness, appropriate confidentiality controls, and how the registry will be kept updated, as well as its outreach plan to inform persons with disabilities of its availability. Whether or not a registry is used, the City plan should address accessible transportation needs for persons with disabilities.
26. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that if its emergency warning systems use sirens or other audible alerts, it will also provide ways to inform persons with hearing impairments of an impending disaster. The use of auto-dialed TTY messages to pre-registered individuals who are deaf or hard of hearing, text messaging, e-mails, open-captioning on local TV stations and other innovative uses of technology may be incorporated into such procedures, as well as lower-tech options such as dispatching qualified sign language interpreters to assist with emergency TV broadcasts.

27. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that at least one emergency shelter has a back-up generator and a way to keep medications refrigerated (such as a refrigerator or a cooler with ice). Such shelter(s) will be made available to persons whose disabilities require access to electricity and refrigeration, for example, for using life-sustaining medical devices, providing power to motorized wheelchairs, and preserving certain medications, such as insulin, that require refrigeration. The written procedures will include a plan for notifying persons of the location of such shelter(s).
28. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written procedures that ensure that persons who use service animals are not separated from their service animals when sheltering during an emergency, even if pets are normally prohibited in shelters. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals.
29. Some of the of the City's emergency shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, are subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.
30. Within three months of the effective date of this Agreement and until all emergency shelters have accessible parking, exterior routes, entrances, interior routes to the shelter area, and toilet rooms serving the shelter area, the City will identify and widely publicize to the public and to persons with disabilities and the organizations that serve them the most accessible emergency shelters.
31. To the extent that the City provides opportunities for post-emergency temporary housing to its residents, within 3 months of the effective date of this Agreement, it will develop, implement, and report to the Department its plans for providing equivalent opportunities for accessible post-emergency temporary housing to persons with disabilities. Within one year of the effective date of this Agreement, the City will ensure that information it makes available regarding temporary housing includes information on accessible housing (such as accessible hotel rooms within the community or in nearby communities) that could be used if persons with disabilities cannot immediately return home after a disaster if, for instance, necessary accessible features such as ramps or electrical systems have been compromised.

SIDEWALKS

32. Within three months of the effective date of this Agreement, the City will implement and report to the Department its written process for soliciting and receiving input from persons with disabilities regarding the accessibility of its sidewalks, including, for example, requests to add curb cuts at particular locations.
33. Within three months of the effective date of this Agreement, the City will identify and report to the Department all streets, roads, and highways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a street, road, or highway is considered an alteration for the purposes of this Agreement. Filling a pothole is not considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all intersections of the streets, roads, and highways identified under this paragraph having curbs or other barriers to entry from a street level pedestrian walkway.
34. Beginning no later than three months after the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a new street, road, or highway is constructed or altered.
35. Within three months of the effective date of this Agreement, the City will identify all street level pedestrian walkways that have been constructed or altered since January 26, 1992. Paving, repaving, or resurfacing a walkway is considered an alteration for the purposes of this Agreement. Within three years of the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all places where a street level pedestrian walkway identified under this paragraph intersects with a street, road, or highway.
36. Beginning no later than three months after the effective date of this Agreement, the City will provide curb ramps or other sloped areas complying with the Standards or UFAS at all newly constructed or altered pedestrian walkways where they intersect a street, road, or highway.

WEB-BASED SERVICES AND PROGRAMS

37. Within 1 month of the effective date of this Agreement, and on subsequent anniversaries of the effective date of this Agreement, the City will distribute to all persons – employees and contractors – who design, develop, maintain, or otherwise have responsibility for content and format of its website(s) or third party websites used by the City (Internet Personnel) the technical assistance document, “Accessibility of State and Local Government Websites to People with Disabilities,” which is Attachment H to this Agreement (it is also available at www.ada.gov/websites2.htm).

38. Within three months of the effective date of this Agreement, and throughout the life of the Agreement, the City will do the following:
 - A. Establish, implement, and post online a policy that its web pages will be accessible and create a process for implementation;
 - B. Ensure that all new and modified web pages and content are accessible;
 - C. Develop and implement a plan for making existing web content more accessible;
 - D. Provide a way for online visitors to request accessible information or services by posting a telephone number or e-mail address on its home page; and
 - E. Periodically (at least annually) enlist persons with disabilities to test its pages for ease of use.

***NEW CONSTRUCTION, ALTERATIONS,
AND PHYSICAL CHANGES TO FACILITIES***

39. The City will ensure that all buildings and facilities constructed by or on behalf of the City are constructed in full compliance with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.
40. The City will ensure that alterations to City facilities are made in full compliance with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.
41. Attachments I, J, and K list the elements or features of the City's facilities that do not comply with the Standards. It is the Department's position that elements or features of a facility that do not comply with the Standards present persons with disabilities from fully and equally enjoying City services, programs, and activities, and constitutes discrimination on the basis of disability within the meaning of 42 U.S.C. § 12132 and §§ 28 C.F.R. 35.149 and 35.150. This Agreement shall not be construed as an admission of liability or discrimination by the City.
42. The City will comply with the cited provisions of the Standards when taking the actions required by this Agreement.
43. Within three months of the effective date of this Agreement, the City will install signage as necessary to comply with 28 C.F.R. § 35.163(b), after having surveyed all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible.
44. Newly Constructed Facilities: In order to ensure that the following spaces and elements in City facilities for which construction was commenced after January 26, 1992, are

readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachments I and M.

45. Altered Facilities: In order to ensure that the following spaces and elements in City facilities for which alterations commenced after January 26, 1992, are readily accessible to and usable by persons with disabilities, the City will take the actions listed in Attachment J and M.
46. Program Access in Existing Facilities: In order to ensure that each of the City's programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, is readily accessible to and usable by persons with mobility impairments, the City will take the actions listed in Attachment K and M.

PROGRAMS FOR VICTIMS OF DOMESTIC VIOLENCE AND ABUSE

47. If the City owns or operates any Domestic Violence Programs, within three months of the effective date of this Agreement, it will do the following:
 - A. Whatever written information is provided regarding its Domestic Violence Programs will also be provided in alternate formats, including Braille, large print, audio recording, and electronic formats, upon request.
 - B. Enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with persons who are deaf or hard of hearing. The type of aid that will be required for effective communication will depend on the individual's usual method of communication, and the nature, importance, and duration of the communication at issue. In many circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer or typewriter, or use of an assistive listening device may be effective. In other circumstances, qualified sign language or oral interpreters are needed to communicate effectively with persons who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or speech reading.
 - C. If the City's Domestic Violence Programs operate a hotline to take telephone calls of an emergency nature, the City shall ensure that it provides equivalent service for persons who use TTY's, including providing direct-connection service for TTY users with hotline operators, without requiring TTY users to call through a third party operator, such as through the state or local Telecommunication Relay Services. The City will obtain the necessary equipment, establish the written procedures, and provide the training necessary to ensure effective communication by Hotline staff with direct-connection callers using TTY's, as well as the

training necessary to respond to callers who use the Telecommunication Relay Services.

- D. Survey facilities used as shelters or designated as potential shelters – or for counseling, job training, education, clothing or household provisioning, or other aspects of Domestic Violence Programs – to ensure that adequate arrangements are available for potential clients and family members with disabilities, including adults and children who have mobility impairments, who are blind or have low vision, and who are deaf or hard of hearing. Within one year of the effective date of this Agreement, modify each such facility to remove the barriers or, alternatively, procure another, fully accessible facility to ensure that potential clients and family members with disabilities have integrated options when participating in a sheltering or other Domestic Violence program. Nothing in this Agreement requires any modifications that would compromise the confidentiality of a shelter or counseling center. Until there is a sufficient stock of accessible housing and other facilities within the sheltering program, City will implement written procedures ensuring that it has identified temporary accessible housing (such as accessible hotel rooms within the community or in nearby communities) and other facilities that could be used if persons with disabilities need sheltering or inservice access to a Domestic Violence Program. The cost to potential clients of being housed or otherwise served in alternate accessible facilities shall not exceed any costs normally attributed to clients of City’s Domestic Violence Programs.
- E. Implement written procedures and modify, as appropriate, eligibility criteria, to ensure that no person with a disability is turned away from a shelter or otherwise denied the opportunity to benefit from the services of the City’s Domestic Violence Programs on the basis of disability.
- F. Implement written procedures to ensure that persons with disabilities who use service animals are not denied or discouraged from participating in Domestic Violence Programs, are able to be housed and served in an integrated environment, and are not separated from their service animals while participating in the City’s Domestic Violence Programs even if pets are normally not permitted in the facilities where such programs are conducted. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals. If the City’s Domestic Violence Programs require clients to make any payments for shelter or other services they provide, clients shall not be required to make additional payments because they or their family members use service animals.
- G. Implement written procedures to ensure that reasonable modifications are made to City’s Domestic Violence Programs when necessary for a client or family

member with a disability to participate in such Programs, unless doing so would fundamentally alter the nature of the program.

- H. Implement written policies to ensure that despite any “drug-free” policy of City’s Domestic Violence Programs, persons with disabilities who use medication prescribed for their use are able to continue using such medication while participating in such Programs or being housed in a shelter.
48. If the City contracts with another entity to provide or operate programs that provide shelter, counseling, or other assistance or supportive services to victims of domestic violence or abuse and their families (hereafter referred to as “Domestic Violence Programs”), it will ensure that the other entity complies with the preceding provisions on its behalf. If that entity will not comply with the following provisions, the City will nonetheless take all necessary steps to ensure that its program is accessible to persons with disabilities.
49. Some of the of the City’s shelters may be owned or operated by other public entities subject to title II or by public accommodations subject to title III and, as such, are subject to the obligation to provide program access or remove barriers to accessibility under the ADA. This Agreement does not limit such future enforcement action against the owners or operators of these facilities by any person or entity, including the Department.
50. This Agreement shall not be construed to require the City to divulge confidential information relating to the location or existence of any Domestic Violence Programs, beyond what is otherwise required by applicable law or what is necessary for the Department to effectively enforce this Agreement.

MISCELLANEOUS PROVISIONS

51. Except as otherwise specified in this Agreement, at yearly anniversaries of the effective date of this Agreement until it expires, the City will submit written reports to the Department summarizing the actions the City has taken pursuant to this Agreement. Reports will include detailed photographs showing measurements, architectural plans, work orders, notices published in the newspaper, copies of adopted policies, and proof of efforts to secure funding/assistance for structural renovations or equipment.
52. Throughout the life of this Agreement, consistent with 28 C.F.R. § 35.133(a), the City will maintain the accessibility of its programs, activities, services, facilities, and equipment, and will take whatever actions are necessary (such as routine testing of accessibility equipment and routine accessibility audits of its programs and facilities) to do so. This provision does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).
53. Within six months of the effective date of this Agreement, the City will develop or procure a two-hour training program on the requirements of the ADA and appropriate

ways of serving persons with disabilities. The City will use the ADA technical assistance materials developed by the Department and will consult with interested persons, including individuals with disabilities, in developing or procuring the ADA training program.

54. Within one year of the effective date of this Agreement, the City will deliver its training program to all City employees who have direct contact with members of the public. At the end of that period, the City will submit a copy of its training curriculum and materials to the Department, along with a list of employees trained and the name, title, and address of the trainer.

IMPLEMENTATION AND ENFORCEMENT

55. If at any time the City desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written Agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.
56. The Department may review compliance with this Agreement at any time. If the Department believes that the City has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the Department for a modification of the relevant terms, the Department will so notify the City in writing and it will attempt to resolve the issue or issues in good faith. If the Department is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the City, it may institute a civil action in federal district court to enforce the terms of this Agreement, or it may initiate appropriate steps to enforce title II and section 504 of the Rehabilitation Act.
57. For purposes of the immediately preceding paragraph, it is a violation of this Agreement for the City to fail to comply in a timely manner with any of its requirements without obtaining sufficient advance written agreement with the Department for an extension of the relevant time frame imposed by the Agreement, which approval will not be unreasonably withheld or delayed.
58. Failure by the Department to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein will not be construed as a waiver of the Department's right to enforce other deadlines and provisions of this Agreement.
59. This Agreement is a public document. A copy of this document or any information contained in it will be made available to any person by the City or the Department on request.

60. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement (including its Attachments, which are hereby incorporated by reference), will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect the City's continuing responsibility to comply with all aspects of the ADA and section 504 of the Rehabilitation Act.
61. This Agreement will remain in effect for three years or until the parties agree that all actions required by the Agreement have been completed, whichever is later.

- 62. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.
- 63. The effective date of this Agreement is the date of the last signature below.

For the City:

For the United States:

LORETTA KING
Acting Assistant Attorney General for Civil Rights

By: _____

By: _____

JOHN L. WODATCH, Chief
JEANINE M. WORDEN, Deputy Chief
DOV LUTZKER, Special Counsel
MELLIE NELSON, Supervisory Attorney
NAOMI MILTON, Supervisory Attorney
Disability Rights Section

Date: _____

LINDSEY SPITLER, Contractor-Investigator
SARAH ROQUE, Investigator
BRIAN RYU, Architect
Disability Rights Section - NYA
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
(202) 307-0663
(202) 514-7821 (fax)

Date: _____