

FARGO CITY COMMISSION AGENDA  
Monday, April 13, 2026 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

**PLEASE NOTE:** The Board of City Commissioners will convene in the City Commission Chambers at 4:30 p.m. and retire into Executive Session in the Red River Room to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding a pending annexation proceeding with Fercho Properties, LLP and to receive its attorneys advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which, to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1, subsections 2, 5 and 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/Streaming](http://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](http://www.FargoND.gov/CityCommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 30, 2026).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

1. Letter of Support for Valley Wealth Advisors to the ND Opportunity Fund Consortium.
2. Interest Buydown Agreement, Escrow Agreement – PACE Program and Community PACE Interest Buydown Authorization with the Bank of ND and The Shop, LLC.
3. 1st reading of an Ordinance Amending Section 31-0102 of Article 31-01 of Chapter 31 of the Fargo Municipal Code Relating to the International Property Maintenance Code.
4. Findings of Fact, Conclusions and Order, and Notice of Entry of Order of the Board of City Commissioners of the City of Fargo for property located at 115 6th Avenue North.
5. Site Authorizations for Games of Chance.
6. Applications for Games of Chance.
7. Concur with the findings of staff and apply the penalty matrix fine of \$500.00 for a first offense to the liquor license violations identified at El Agave.

8. Concur with the findings of staff and apply the penalty matrix fine of \$750.00 for a second offense to the liquor license violations identified at Chili's.
9. Encroachment Agreement (Security Fencing and Guard Shack) with Case Equipment Corporation for 3101 1st Avenue North and waive the initial processing and annual fees.
10. Quitclaim Deed with The Park District of the City of Fargo.
11. Bid award to Curb to Curb, LLC in the amount of \$692,321.00 for Project No. SR-26-B1.
12. Bid advertisement for Project No. NR-26-C.
13. Bid advertisement for Project No. UR-26-A.
14. Traffic Calming Update for 64th Avenue South.
15. Contract and bond for Project No. SR-26-A1.
16. Contract Amendment No. 5 with Apex Engineering Group in the amount of \$48,510.00 for Improvement District No. BR-23-G0.
17. Bid award to Dakota Underground Co., Inc. in the amount of \$6,816,754.88 for Improvement District No. BN-26-C1.
18. Bid award to Key Contracting, Inc. in the amount of \$3,791,070.90 for Improvement District No. BR-26-B1.
19. Bid award to Border States Paving, Inc. in the amount of \$2,852,633.90 for Improvement District No. PN-26-A1.
20. Contract and bond for Improvement District No. AN-26-A1.
21. Contract and bond for Improvement District No. BR-26-C1.
22. Contract and bond for Improvement District No. BR-26-I1.
23. Contract and bond for Improvement District No. PR-26-C1.
24. Contract and bond for City Hall Parking Structure Repairs (ITB26150).
25. Addendum to Agreement with Rieger, Borgen, Benson Electric, Inc. (RFP25283).
26. Items from FAHR Meeting:
  - a. Interlocal Agreement with Cass County for the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$79,603.00 and related budget adjustment.
  - b. Acceptance of the ND Forest Service grant funds in the amount of \$50,000.00 and related budget adjustment.
  - c. Direct the City Attorney to revise Ordinance 11-0809.
  - d. Extension of additional security for the Main Library on Saturdays through May.
  - e. Piggyback purchase through Sourcewell Cooperative Contract No. 082025-RVG with Spartan Fire, LLC in the amount of \$980,382.00 for a 2026 Fire Pumper truck (PBC26163).
  - f. Resolution Authorizing Sale of Property.

- g. Trustee Delegation of Authority and Certificate of Authority to Director of Finance Susan Thompson and Finance Manager Wyatt Papenfuss.
- 27. Denial of the request for an extension to the dangerous building located at 1544 3rd Avenue South and direct appropriate staff to solicit a contractor to demolish the structure.
- 28. Task Order No. 2026-2 with HDR Engineering, Inc. in the amount of \$335,250.00 for Cell 22 Waste Excavation and Construction Project.
- 29. Bid advertisement for the Water Treatment Plant Recycling Drop Site Construction Project.
- 30. Mass Transit Agreement with the City of West Fargo for 2026.
- 31. Task Order No. 2026-1 with HDR Engineering, Inc. in the amount of \$46,350.00 for Project No. WW2353.
- 32. Leave of absence extension for Jay Drechsel.
- 33. Bid award to Capital Exteriors, Inc. in the amount of \$628,272.50 for Project No. WA2505.
- 34. Bid award to J.D. Kraemer Enterprises, LLC in the amount of \$308,212.00 for Project No. WA2506.
- 35. Amendment No. 3 to Task Order No. 41 with AE2S in the amount of \$123,200.00 for Regional Water System Master Plan.
- 36. Bills.

**REGULAR AGENDA:**

- 37. Presentation of the 2025 Fire Department Annual Report.
- 38. Appointment of Police Chief.
- 39. Liaison Commissioner Assignment Updates.
- 40. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://www.fargoND.gov/VirtualCommission)).**

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

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



City Administration  
225 4th Street North  
Fargo, ND 58102

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## MEMORANDUM

**TO:** Fargo City Commission

**FROM:** Jim Gilmour, Director of Strategic Planning and Research 

**DATE:** April 7, 2026

**SUBJECT:** Letter of Support for Valley Wealth Advisors

The City of Fargo is a member of the North Dakota Opportunity Fund (NDOF) Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses and non-profit organizations that create and retain jobs. In order for an organization to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and NDOF involvement in the financing. There is no City financial support included or required with the letter of support.

Valley Wealth Advisors is purchasing a building for a Fargo branch or their operations. The building is located at 3905 51st Street South in Fargo. The business will be adding two jobs with the purchase of the building.


### Recommended Motion

Provide a letter of support to Valley Wealth Advisors to obtain local match funds from the ND Opportunity Fund to provide match of the Bank of ND interest buy down program.

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## MEMORANDUM

**TO:** Board of City Commissioners

**FROM:** Jim Gilmour, Director of Strategic Planning and Research 

**DATE:** April 7, 2026

**SUBJECT:** Bank of ND Interest Buydown Program

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The City of Fargo approved a New Industry property tax exemption for Badger Signs to acquire a building a 610 University Drive. The property tax exemption will be for five years.

Financing for the purchase of the building will include a loan from the Bank of North Dakota. That loan will be taken out by The Shop, LLC a real estate holding company. Badger Signs being responsible for property taxes and benefit from the property tax exemption.

The loan from the Bank of North Dakota will use the Flex PACE program to buy down the interest rate. The Flex PACE loan requires community match. The New Industry property tax that will be provided by the City may qualify as that match.

Attached are documents the City needs to approve for the New Industry property tax exemption to be the match for the Flex PACE interest buydown program. Fargo is not providing any cash or a loan guarantee. The Bank of ND will provide a lower interest rate if these documents are approved.

### Recommended Motion

Approve agreements allowing the already approved New Industry property tax exemption for Badger Signs to be the local match to The Shop, LLC for a loan from the Bank of North Dakota.

OFFICE USE ONLY	Return SIGNED Documents to BND
Borrower:	THE SHOP LLC
Program Option:	Flex PACE

## INTEREST BUYDOWN AGREEMENT PACE PROGRAM

This Interest Buydown Agreement is made between **CITY OF FARGO** (the "Community"), and the **Bank of North Dakota** ("BND") acting on behalf of the PACE Program ("PACE") for the purpose of a buydown on the interest for the loan (the "Loan") received by THE SHOP LLC (the "Borrower") from STARION BANK (the "Originating Lender") pursuant to a promissory note dated \_\_\_\_\_. The attached payment schedule labeled Exhibit A details the Loan amount and terms and may be modified from time to time. The Borrower, Community, and BND agree as follows:

### ARTICLE I

#### DEFINITIONS

Section 1.01. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Note and Related Documents. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Addendum to the Promissory Note – means the Addendum to the Promissory Note entered into by the Borrower and Originating Lender. The addendum to the Promissory Note addresses specific terms and conditions with respect to the Borrower's participation of their Loan in PACE Program offered by BND.

Agreement - means this Interest Buydown Agreement, as amended, supplemented, or modified from time to time.

Affiliate - means any Person (1) which directly or indirectly controls, or is controlled by, or is under common control with the Originating Lender or Borrower; (2) which directly or indirectly beneficially owns or holds five (5%) or more of any class of voting stock of the Originating Lender or Borrower; or (3) five percent (5%) or more of the voting stock of which is directly or indirectly beneficially owned or held by the Originating Lender or Borrower. The term control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the attached payment schedule labeled Exhibit A.

Borrowing Rate - means the interest rate to be paid by the Borrower as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note, but in no event will it be less than 1.00%.

Business Day - means any day other than a Saturday, Sunday, or other day on which commercial banks in North Dakota are authorized or required to close under the laws of the State of North Dakota, unless otherwise provided for in the Note.

Buydown Documents means this Agreement, the Escrow Agreement and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount; and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community commitment amount, if any.

OFFICE USE ONLY	Return SIGNED Documents to BND
Borrower:	THE SHOP LLC
Program Option:	Flex PACE

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement – means Agreement by which the payments to disburse the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of new affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by the Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

Investment – Total costs of equipment, real estate and/or improvements to real property associated with the PACE loan request.

Note - may refer to a promissory note, credit agreement, loan agreement, or any other document that states the terms of the indebtedness between the Originating Lender and the Borrower.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Participation Agreement – means the agreement between the Originating Lender and BND in connection with the Loan.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Person - means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

Related Documents - means all supporting documents related to the Loan.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

OFFICE USE ONLY	Return SIGNED Documents to BND
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Program Option:	Flex PACE

## ARTICLE II

TERMS OF THE INTEREST RATE BUYDOWN

SECTION 2.01. Interest Buydown Amount. BND and the Community agree on the terms and conditions set forth in this Agreement to buy down the interest from the Yield Rate to the Borrowing Rate for the Loan.

1. Interest Payments. BND and the Community shall make Interest Buydown Amount payments to the Escrow Agent as provided for in the attached payment schedule labeled Exhibit A.
2. Method of Payment. BND and the Community shall make each payment to the Escrow Agent as provided by the Buydown Documents no later than the date when due as defined by the Note in lawful money of the United States in immediately available funds unless otherwise expressly provided for. Whenever any payment to be made under the Buydown Documents shall be stated to be due on a Saturday, Sunday, or a public holiday, or the equivalent for banks generally under the laws of the State of North Dakota, the payment shall be made on the next succeeding Business Day.
3. Disbursement of the Interest Buydown Amount. The Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out and described in the payment schedule labeled Exhibit A subject to the Note.
4. Default by the Borrower. In the event of a default by the Borrower, as defined in the Note, or a Default as defined in the Addendum to Promissory Note Pace Program given for the Note, the Escrow Agent shall discontinue any payments required under the Buydown Documents until such time as the Default is cured.
5. Late or Partial Payments by the Borrower. If the Borrower makes a late payment or a partial payment, the Interest Rate Reduction payment will not be made and the interest rate from the period of the payment date of the payment until the payment is received will be the Yield Rate, including any default rate provided for in the Note. If the late or partial payments are paid by the Borrower, Escrow Agent will resume making Interest Buydown Amount on the next scheduled payment date, unless otherwise agreed to by BND.
6. Prepayments and Adjustment to Payment Schedule. In the event the Borrower makes a prepayment under the terms of the Note, BND may re-amortize the payment schedule labeled Exhibit A but such re-amortization shall not be effective unless received in writing by the Originating Lender fifteen (15) days prior to the next payment due date under Note. Any replacement payment schedule labeled Exhibit A received by Originating Lender shall replace the existing payment schedule with no further action or consent required by Borrower.
7. Partial Payment or Termination by the Community. In the event the Community makes a payment to the Escrow Agent which results in insufficient funding of the Community Buydown Amount or terminates its participation in PACE for the loan to the Borrower, the Community shall provide notice in writing to the Borrower, the Originating Lender and BND no less than fifteen (15) days prior to the next scheduled payment due date under the Note.

Upon receipt of notice from the Community and until such time as the deficiency is cured, the following shall occur:

- The Escrow Agent shall discontinue to make Interest Rate Reduction payments.
- To the extent the Interest Buydown Amount paid by the Escrow Agreement does not reduce the interest expense to the interest expense calculated at the Borrowing Rate then the Borrower shall remit the difference to Originating Lender.

OFFICE USE ONLY	Return SIGNED Documents to BND
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Program Option:	Flex PACE

- The Borrower shall be responsible for the entire interest payment at the Yield Rate effective on the date of the next scheduled payment. From that point forward, this Addendum shall have no force or effect and any of the rights and obligations created herein shall be terminated and the Note and Related Documents, without regard to this Addendum or the Buydown Documents, shall govern the relationship between the Originating Lender and the Borrower.
8. Termination of PACE Program. In the event that funding under the PACE Program is terminated for any reason, this Agreement shall have no force or effect and any obligation of BND, the Community and the Escrow Agent to pay the Interest Buydown Amount shall cease.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

SECTION 3.01. The Community represents and warrants to the Borrower and BND that:

1. Good Standing, and Due Qualification. The Community is in good standing under the laws of the State of North Dakota. The execution, delivery, and performance of this Agreement by the Community has been duly authorized by all necessary Persons.
2. Other Agreements. The Community is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower, Originating Lender or their Affiliates, or the ability of the Borrower, Originating Lender or their Affiliates to carry out the Borrower's and the Originating Lender's obligations under the Note and Related Documents. The Community and the Community's Affiliates are not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to the performance of the Note and Related Documents.
3. Sufficient Funds. The Community has or will make available sufficient funds to finance the Community Buydown Amount or Community In-kind Commitment Amount. This includes pledging revenue producing mechanisms which the Community is statutorily authorized to pledge or impose. Revenue producing mechanisms include but are not limited to any bond or mill levy or other tax which may be pledged or imposed for the purpose of economic development.
4. Source of Funds. The Community Buydown Amount or Community In-kind Commitment Amount does not nor will it ever be derived directly or indirectly from a loan, grant or gift from the Borrower or the Borrower's Affiliate or a contribution from Originating Lender or Originating Lender's Affiliate which is greater than the Originating Lender or its Affiliate would normally contribute to the Community's economic development efforts. The Community Buydown Amount may be in the form of a loan. Interest may begin to accrue, however, no repayment of principal or interest on the Community loan may commence until the PACE interest buydown amount has been fully expended.
5. Litigation. There is no pending or threatened action or proceeding against or affecting the Community before any court, governmental agency, or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.
6. No Defaults on Outstanding Judgments or Orders. The Community has satisfied all judgments, and is not in default with respect to any judgment, writ, injunction, decree, rule, or regulation or any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign, which materially adversely affects the ability of the Community to perform its obligation under the Note and Related Documents to

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Borrower:	THE SHOP LLC
Program Option:	Flex PACE

which it is a party.

## ARTICLE IV

### AFFIRMATIVE COVENANTS

SECTION 4.01. Notice of Adverse Actions. So long as the Loan remains unpaid, all parties to this Agreement shall promptly after the commencement thereof, provide all parties notice of all actions, suits, and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, affecting the parties which could have a material adverse effect on the Community's ability to perform under the Note and Related Documents.

SECTION 4.02. Obligation to Resolve Disputes. It is the intent of all parties to this Agreement that conflicts or potential conflicts and circumstances or situations which arise which are not considered herein, be resolved at the most informal level possible and to the mutual benefit of each party to the extent possible.

SECTION 4.03. Program Requirements. So long as the Note is participating in the PACE Program:

1. Job Creation: - Job creation is not necessarily a requirement of the Flex PACE or Flex PACE for Affordable Housing Programs, but will be tracked for informational purposes. The Borrower will show evidence of the level of employment created and maintained in North Dakota for the duration of this Agreement. At the request of the BND, the Borrower shall complete a recipient report to verify employment levels, and such other evidence as BND may request from the Borrower.
2. Donations, Gifts or Loans. The Borrower has not nor will it ever make directly or indirectly a loan, grant or gift to the Originating Lender, Community, or their Affiliates, which will be used to secure, promote or otherwise influence, the Originating Lender's or Community's ability or desire to make available Loan funds under the PACE Program.

## ARTICLE V

### CONDITIONS PRECEDENT

SECTION 5.01. Condition Precedent to this Agreement. The obligation of BND under this Agreement is subject to the condition precedent that BND shall have received on or before the day of the Loan each of the following, in form and substance satisfactory to BND and its counsel:

1. Evidence of all Corporate Action by the Community. BND may request certified copies of all corporate action taken by the Community, including resolutions of its Board of Directors, or certified copies of the official minutes of the appropriate governing body, or the equivalent thereof, authorizing the execution, delivery, and performance of the Buydown Documents to which it is a party and each other document to be delivered pursuant to this Agreement.
2. Opinion of Counsel for the Community. A favorable opinion of counsel for the Community in substantially the form of Exhibit B and as to such other matters as BND may reasonably request. Exhibit B shall also certify the names and true signatures of the officers of the Community authorized to sign the Buydown Documents to which it is a party and each other document to be delivered by the Community under this Agreement.
3. Buydown Documents as required by the PACE Program from all parties to this Agreement.

SECTION 5.02. Notification to Originating Lender. Upon satisfaction of the conditions, BND shall notify the Originating Lender in writing that all conditions have been satisfied for the Loan's participation in the PACE Program.

<b>OFFICE USE ONLY</b>	<b>Return SIGNED Documents to BND</b>
<b>Borrower:</b>	<b>THE SHOP LLC</b>
<b>Program Option:</b>	<b>Flex PACE</b>

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments, Etc. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement, shall in any event be effective unless such is in writing and signed by BND and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 6.02. Notices, Etc. All notices and other communications provided for under this Agreement shall be in writing and shall be effective upon the earlier of (a) when actually delivered, (b) when deposited with a nationally recognized overnight courier or (c) if mailed, when deposited in the United State mail, as first class, certified or registered mail postage prepaid, directed to the applicable party at the address specified below, except that notices to BND pursuant to the provisions of Article II shall not be effective until received by BND.

Community:	<b>CITY OF FARGO</b> 225 4TH ST N FARGO ND 58102-4809
BND:	BANK OF NORTH DAKOTA PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Commercial Loan Department
Borrower:	THE SHOP LLC 349 11TH ST W WEST FARGO ND 58078

Any party may change its address for notices by giving formal written notice to the other parties and specifying that the purpose of the notice is to change the party's address.

SECTION 6.03. No Waiver; Remedies. No failure on BND's part to exercise, and no delay in exercising, any right, power, or remedy under any Buydown Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Buydown Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in the Buydown Documents are cumulative and not exclusive of any remedies provided by law.

SECTION 6.04. Successors and Assigns. This Agreement may not be assigned or transferred by either party without the prior consent of BND.

SECTION 6.05. Costs, Expenses, and Attorney Fees. The Community and BND agree to indemnify each other for reasonable fees and out-of-pocket expenses, including attorney fees, in connection with the enforcement of any portion of this Agreement.

SECTION 6.06. Indemnification for Misrepresentation. The Community and BND agree to indemnify each other for any and all loss, payment and additional expense resulting from any misrepresentation or breach of warranty made herein, including any expense and legal fees that might be incurred because of any such misrepresentation or breach of warranty.

SECTION 6.07. Disclosure of Information. The Community hereby consents to the disclosure of all financial, business, and other information about the Community which BND may possess at any time to other lenders participating in the Loan.

SECTION 6.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

SECTION 6.09. Severability of Provisions. Any provision of any Buydown Document which is prohibited,

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unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or lack of authorization without invalidating the remaining provisions of the Buydown Documents or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

SECTION 6.10. Headings. Article and Section headings in the Buydown Documents are included for the convenience of reference only and shall not constitute a part of the applicable Buydown Documents for any other purpose.

SECTION 6.11. Third Party Beneficiary. The parties acknowledge that the Borrower is an intended third party beneficiary of this agreement and, to the extent that funds are available and no determination has been made by a court of competent jurisdiction that this agreement is unenforceable, is entitled to enforce the agreement as provided by N.D.C.C. § 9-02-04.

SECTION 6.12 Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.**

**CITY OF FARGO**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BANK OF NORTH DAKOTA**

By:  \_\_\_\_\_

Preston Braathen  
Its: Business Banker

**THE SHOP LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ESCROW AGREEMENT  
PACE PROGRAM**

This Escrow Agreement (the "Agreement") is made between the **BANK OF NORTH DAKOTA** acting on behalf of the PACE program ("BND"), **CITY OF FARGO** (the "Community"), and the **BANK OF NORTH DAKOTA** acting through its Trust Department as Escrow Agent (the "Escrow Agent") for the purpose of receiving and disbursing the Interest Buydown Amount in connection with the loan (the "Loan") made to **THE SHOP LLC** (the "Borrower") by **STARION BANK** (the "Originating Lender") pursuant to a promissory note dated \_\_\_\_\_ (the "Note").

BND, the Community and the Escrow Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Interest Buydown Agreement. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Agreement - means this Escrow Agreement, as amended, supplemented, or modified from time to time.

Borrowing Rate - means the interest rate to be paid by the Borrower after subtracting the Interest Buydown Amount from the interest expense which will accrue at the initial Yield Rate over the life of the PACE commitment as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note depending upon the periodic adjustment of the rate index over the term of the Loan, but in no event will it be less than the minimum rate set forth in the Note.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the payment schedule labeled Exhibit A.

Buydown Documents - means this Agreement, the Interest Buydown Agreement, Addendum to Promissory Note PACE Program, and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount, and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community Commitment Amount, if any.

Escrow Agent - means Bank of North Dakota acting through its Trust Department.

Escrow Agreement - Agreement by which the payments to retire the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program - means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program - means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of affordable multi-family housing units within the Community.

Interest Buydown Amount - means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as

set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

Section 2. Receipt of Interest Buydown. BND and the Community agree to deliver to the Escrow Agent the amount as set out and described in the payment schedule –labeled Exhibit A in the amounts and on the dates indicated, subject to this Agreement.

Section 3. Disbursement of the Interest Buydown Amount. The Escrow Agent agrees to disburse the Interest Buydown Amount to Originating Lender in the amounts and on the dates as set out and described in the payment schedule labeled Exhibit A, subject to this Agreement.

Section 4. Notice from BND. Upon notice of receipt of Loan payment according to the terms of the Note, notice from BND, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A. If on the date the Loan payment is received by BND, the Escrow Agent has not received all or any part of the Community's share of the Interest Buydown Amount as indicated on the payment schedule labeled Exhibit A, the Escrow Agent shall not disburse either the BND Buydown Amount or and the Community Buydown Amount, to the Originating Lender.

In the event that all parties to this Agreement have consented that the Community will provide a Community In-Kind Commitment Amount in lieu of all or some part of its cash portion of the Interest Buydown Amount, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A.

Section 5. Notice of Suspension of Disbursement of Interest Buydown Amount. Upon notice by BND to the Escrow Agent that payments of the Interest Buydown Amount are to be suspended, the Escrow Agent will not make any further disbursements of the Interest Buydown Amount to the Originating Lender, until the Escrow Agent receives notice from BND, directing the Escrow Agent to resume disbursing the Interest Buydown Amount upon receipt of a notice for payment.

Section 6. Notice of Final Disbursal and Termination. Upon final Interest Rate Reduction disbursement or termination of the Interest Buydown Agreement, the Escrow Agent will disburse any remaining amounts held under this Agreement to the Community and the PACE Fund according to their respective shares of the remaining balance. This Agreement will be considered terminated upon return of funds or final Interest Rate Reduction disbursement and shall have no further duties or obligations to

any party other than, upon request, to provide a final accounting of receipts and disbursements.

Section 7. Duties of Escrow Agent, Reliance on Notices. The Escrow Agent shall not be liable as Escrow Agent except for the performance of such duties as are specifically set out in this Agreement to be performed by the Escrow Agent and the Escrow Agent may conclusively rely, as to the truth of the statements expressed in any notice, in the absence of bad faith on the part of the Escrow Agent, upon notices conforming to the requirements of this Agreement. No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall at all times be protected from liability for any error or judgment made in good faith by a responsible officer or officers unless it shall be proved that the Escrow Agent was negligent in ascertaining the pertinent facts and the Escrow Agent shall at all times be protected with respect to any action taken or omitted to be taken by it in good faith and in accordance with the directions contained in a notice received by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall also be protected when acting in good faith and upon advice of its counsel.

Section 8. Fees and Costs. The Escrow Agent shall be entitled to receive fees, in such amounts as it may establish from time to time, and to be reimbursed for its costs, including attorney's fees, for the performance of its duties under this Agreement.

Section 9. Notice. All notices, demands and requests to be given or made under this Agreement, if in writing, shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

Community:	<b>CITY OF FARGO</b> 225 4TH ST N FARGO ND 58102-4809
BND:	BANK OF NORTH DAKOTA, Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Financial Institutions Market
Escrow Agent:	BANK OF NORTH DAKOTA, Escrow Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Trust Department
Lender:	STARION BANK 2525 S UNIVERSITY DR FARGO ND 58103

Any of the above parties may change the address listed for it at any time upon written notice of such change sent by United States mail, postage prepaid, to each of the other parties.

Section 10. Amendments. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement shall in any event be effective unless in writing and signed by all parties and then such waiver, consent or amendment shall be effective only in the specific instance and for the specific purpose for which given.

Section 11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

Section 12. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable by law shall be deemed severable to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

Section 13. Headings. Article and Section headings in this Agreement are for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 14. No Waiver; Remedies. No failure on the part of the Escrow Agent to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

Section 15. Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

BANK OF NORTH DAKOTA, BND

BANK OF NORTH DAKOTA, Escrow Agent

By:

\_\_\_\_\_

Carrie Willits

Preston Braathen  
Title: Business Banker

Title: ESCROW OFFICER

CITY OF FARGO

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Please select Community's preferred billing option:**

**\*See Exhibit C for Instructions to complete**

- One-Time Payment (PV)
- Annually
- Semi-Annually
- Quarterly
- Monthly
- In-Kind

*New Industry Property Tax Exemption*

Exhibit C

Community Buydown Payment Instructions

There are various options for paying the community portion of the buydown. The options include:

- One-Time (Present Value Community amount)
- Annually
- Semi-Annually
- Quarterly
- Monthly
- In-Kind
- New Industry Property Tax Exemption*
- One-Time payment (*discounted*)
  - If the Community elects to pay the full buydown amount up front, they are required to only pay the **Present Value Community** amount listed on the buydown schedule. The Present Value amount is a discounted amount due to the funds being placed in an interest-bearing account at BND upon receipt.
  - Funds need to be received by BND at least **30 days prior to the borrower's first principal and interest payment**. Please confirm the first principal and interest payment due date with the Originating Lender.
  - If paying present value, BND does not generate an invoice. Please use Exhibit A as your billing notice.
- If a billing frequency other than One-Time is selected,
  - First billing installment needs to be received by BND prior to the first principal and interest payment. Please confirm the first principal and interest payment due date with the Originating Lender.
  - An invoice will not be sent for the first installment.
  - Once the frequency has been indicated above, an estimated billing schedule may be provided, if requested.
  - Invoices will be mailed to the Community for all future installments.
- If the Community is providing an in-kind contribution, please provide evidence of the value of the in-kind contribution.
- If you have any questions regarding the community portion of the buydown, please contact Preston Braathen at [pbraathen@nd.gov](mailto:pbraathen@nd.gov) or (701) 239-7299.

**COMMUNITY PACE  
INTEREST BUYDOWN AUTHORIZATION**

The **CITY OF FARGO** (the Community) has approved its participation in the PACE Program for a loan to **THE SHOP LLC** (the Borrower) and has made the necessary provisions to match the BND Buydown Amount to be paid by Bank of North Dakota (BND) as required by the program.

The total PACE benefit to the Borrower and the breakdown to the Community and BND are detailed in the payment schedule labeled Exhibit A.

The Borrower's rate will be bought down approximately **4.25** percent below the Yield Rate as defined in the Escrow Agreement Pace Program at the time of closing of the Loan to the Borrower, unless otherwise agreed to in writing.

The Community Authorized Representative signing this Authorization represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Authorization and that this Authorization is a valid, legal and binding on the Community and enforceable in accordance with its terms of this Authorization.

The Community shall provide an Opinion of Counsel in a form satisfactory to BND verifying the Community has taken appropriate action and has authority for its participation in the PACE Program.

\_\_\_\_\_  
**CITY OF FARGO**  
Community Authorized Representative

\_\_\_\_\_  
(Please type or print name above)

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

3

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 31-0102 OF ARTICLE 31-01  
OF CHAPTER 31 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

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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 405 Home Day Care Occupancy of Section 31-0102 of Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby deleted in its entirety.

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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Section 3. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:  
Second Reading:  
Final Passage:  
Publication:

\_\_\_\_\_  
Angie Bear, Deputy City Auditor,  
on behalf of the City Auditor



OFFICE OF THE  
CITY ATTORNEY

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Ian R. McLean

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski

William B. Wischer ▪ Kasey D. McNary ▪ Elijah P. Hartsell

4

April 9, 2026

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Dangerous Building located at 115 6<sup>th</sup> Avenue North, Fargo, North Dakota**

Dear Commissioners,

Enclosed for your review and approval are the proposed Findings of Fact and Conclusions and Order regarding the dangerous building proceeding for the property at 115 6<sup>th</sup> Avenue North. At its March 30, 2026, meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact and Conclusions and Order.

**Suggested Motion:** I move to approve the Findings of Fact and Conclusions and Order, as presented.

Sincerely,

Alissa R. Farol Czapiewski  
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

**FINDINGS OF FACT, CONCLUSIONS AND ORDER**  
**of the**  
**BOARD OF CITY COMMISSIONERS**  
**OF THE CITY OF FARGO**

Property Address: 115 6<sup>th</sup> Avenue North, Fargo, North Dakota

Property Owner: Kevin & Lisa Marie Larsen

A hearing was held before the Board of City Commissioners of the City of Fargo on the 30th day of March, 2026 regarding the property located at 115 6<sup>th</sup> Avenue North, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property.

The Board heard the testimony offered by the Inspections Director, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

**FINDINGS OF FACT**

1. That Kevin & Lisa Marie Larsen (hereinafter “Property Owner”) is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

East 38 Feet of West 88 Feet of Lot One (1), Block Thirty-Nine (39), Keeney & Devitts  
Second Addition to the city of Fargo

Street address: 115 6<sup>th</sup> Avenue North, Fargo, North Dakota, 58102

(hereinafter “Subject Property”).

2. That on January 16, 2026, Jeff Hett, Building Inspector for the city of Fargo, inspected Subject Property and found the building, consisting of a one and one-half story, wood-framed house structure, to be a dangerous building within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

3. That the building is unsafe and dangerous in the following respects: (a) water services shut off on December 17, 2025; (b) multiple broken and boarded up windows; (c) entry doors have extensive damage due to warrant forced entry; (d) unpermitted electrical work; (e) large amounts of indoor and outdoor junk and junk automobiles; (f) smoke/carbon monoxide alarms are missing; (g) visible horizontal foundation cracks; (h) damaged areas of guards, handrails, and interior surfaces; and (i) areas of water damage in basement mechanical area.

4. That the following conditions exist concerning Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

5. That the information in the files of the Inspections Department stemming from various inspections of the property on or before January 16, 2026, concerning Subject Property is hereby accepted as true and correct.

6. That Notice of Dangerous Building was posted to the building on Subject Property on or about January 16, 2026, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

**CONCLUSIONS AND ORDER**

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the building located at 115 6<sup>th</sup> Avenue North, Fargo, North Dakota 58102, is hereby found to be a “dangerous building.”
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the “dangerous building” should not be demolished.
3. That despite being ordered that the building on Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the Property Owner or anyone else claiming to have an ownership interest in said building has failed to do so.

**IT IS HEREBY ORDERED** that Property Owner Kevin & Lisa Marie Larsen, or anyone else claiming an ownership interest, shall complete all repairs necessary, as determined sufficient in the discretion of the Building Official, or demolish the “dangerous building” and remove all junk and building debris located at 115 6<sup>th</sup> Avenue North, Fargo, North Dakota by May 29, 2026.

It is further ordered that if the Property Owner fails to complete all necessary repairs or demolish said “dangerous building,” the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this \_\_\_\_\_ day of April, 2026.

BOARD of CITY COMMISSIONERS of the  
CITY OF FARGO,  
a North Dakota Municipal Corporation

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Angie Bear, Deputy City Auditor  
on behalf of the City Auditor

**NOTICE OF ENTRY OF ORDER**

TO: KEVIN & LISA MARIE LARSEN AND ALL OTHER PERSONS HAVING INTEREST  
IN THIS PROPERTY

RE: PROPERTY AT 115 6<sup>TH</sup> AVENUE NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous building” on Subject Property may be demolished by the city of Fargo at any time on or after May 29, 2026.

DATED this \_\_\_\_ day of April, 2026.

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

By \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Angie Bear, Deputy City Auditor  
on behalf of the City Auditor



**AUDITOR'S  
OFFICE**



**AUDITOR'S OFFICE**

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184  
[FargoND.gov](http://FargoND.gov)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: AUDITOR'S OFFICE**

**DATE: APRIL 13 , 2026**

**SUBJECT: GAMING SITE AUTHORIZATIONS**

Please find attached the Gaming Site Authorizations for Games of Chance.

**RECOMMENDED MOTION:** To approve the Gaming Site Authorizations as presented.



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



G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Jon Greenley Amvets Post # 7**

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

Name of Location  
**Amvets**

Street <b>1001 1st Ave S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>07-01-2026</b>	Ending Date(s) Authorized <b>06-30-2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**West Wall - Where Alcohol can be Served**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 4/13/26

PRINT Name and official position of person signing on behalf of city/county above  
 Michelle Vanyo Deputy City Clerk/Records Admin

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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





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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Jon Greenley Amvets Post # 7**

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

Name of Location  
**Hi-Ho Burgers & Brews**

Street <b>3051 25th St S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>07-01-2026</b>	Ending Date(s) Authorized <b>06-30-2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**West Wall - Where Alcohol can be Served**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Bingo  | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input checked="" type="checkbox"/> Raffles                           | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                                 | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device        | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/13/26</b>

**PRINT** Name and official position of person signing on behalf of city/county above  
**Michelle Vanyo Deputy City Clerk/Records Admin**

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Fargo Park District Foundation**

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

Name of Location <b>Suite Shots</b>			
Street <b>3400 James Way South</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/26</b>	Ending Date(s) Authorized <b>6/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>In the Lounge-excluding bathrooms and employee area</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/13/26</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Michelle Vanyo Records Admin/Deputy City Clerk</b>	

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



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Fargo Park District Foundation**

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

Name of Location  
**Edgewood Tavern**

Street <b>19 Golf Course Ave N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/26</b>	Ending Date(s) Authorized <b>6/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>	

Specific location where games of chance will be conducted and played at the site (required)  
**Conducted: Central area of the building. Played: Throughout building & patio, excluding restroom/staff areas .**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

Attorney General	Date
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 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Fargo Park District Foundation**

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

Name of Location <b>KingPinz Social</b>			
Street <b>3485 Jacks Way S</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/26</b>	Ending Date(s) Authorized <b>6/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>1</b>	

Specific location where games of chance will be conducted and played at the site (required)  
**Conducted: West wall inside Baron's and East room in main bar are. Played: Areas with signage stating 21+ (cont below)**

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known  
**Areas will be located within main bar area and the SW corner of Baron's, excluding restrooms.**

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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Attorney General	Date
Signature of City/County Official	Date <b>4/13/26</b>
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**GAMING SITE AUTHORIZATION**  
 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Plains Art Museum**

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

Name of Location  
**Wild Bill's Sports Saloon**

Street <b>1776 45 St S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>07/01/2026</b>	Ending Date(s) Authorized <b>06/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>1</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Entire location-excluding restrooms and offices**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

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Signature of City/County Official	Date <b>4/13/26</b>

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**Michelle Vanyo Records Admin/Deputy City Clerk**

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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Plains Art Museum**

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

Name of Location  
**Blue Wolf Casino - West Acres Bowl**

Street <b>3402 Interstate Blvd S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>07/01/2026</b>	Ending Date(s) Authorized <b>06/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>6</b>	

Specific location where games of chance will be conducted and played at the site (required)  
**Entire location-excluding restrooms and offices**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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 SFN 17996 (4-2023)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Plains Art Museum**

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

Name of Location  
**Big Top Bingo**

Street <b>901 25 ST S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>07/01/2026</b>	Ending Date(s) Authorized <b>06/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Entire location-excluding restrooms and offices**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo                      | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools                 |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One        |
| <input checked="" type="checkbox"/> Raffles                    | <input type="checkbox"/> Seal Board                    | <input checked="" type="checkbox"/> Poker             |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input checked="" type="checkbox"/> Calcuttas         |
| <input checked="" type="checkbox"/> Pull Tab Jar               | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets     |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

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Signature of City/County Official	Date <b>4/13/26</b>
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**GAMING SITE AUTHORIZATION**  
 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Fargo Metro Baseball Association**

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

Name of Location  
**Applebee's Grill & Bar - 13th Ave**

Street <b>2800 13th Ave SW</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Southwest corner of bar area**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Bingo                                 | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input type="checkbox"/> Raffles                               | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                          | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device            | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/13/26</b>

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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Fargo Metro Baseball Association**

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

Name of Location  
**Applebee's Grill & Bar - 45th St**

Street <b>2350 45th St S</b>	City <b>Fargo</b>	ZIP Code <b>ND</b>	County <b>58104</b>
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Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Southwest corner of bar area with machines along south wall**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Fargo Metro Baseball Association**

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

Name of Location  
**Applebee's Grill & Bar -North Fargo**

Street <b>2001 16th St. N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>ND</b>
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Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Southeast corner of bar area**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calculas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

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

**RETURN ALL DOCUMENTS TO:**

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



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Fargo Metro Baseball Association**

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

Name of Location  
**Empire Tavern**

Street <b>424 N Broadway</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Northwest Corner**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Bingo                                 | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input type="checkbox"/> Twenty-One               |
| <input type="checkbox"/> Raffles                               | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input type="checkbox"/> Pull Tab Jar                          | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device            | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table        |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>4/13/26</b>

PRINT Name and official position of person signing on behalf of city/county above  
**Michelle Vanyo Deputy City Clerk/Records Admin**

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



**AUDITOR'S  
OFFICE**

**AUDITOR'S OFFICE**

Fargo City Hall  
225 4th Street North

PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

[FargoND.gov](http://FargoND.gov)

①

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: AUDITOR'S OFFICE**

**DATE: APRIL 13, 2026**

**SUBJECT: GAMES OF CHANCE APPLICATIONS**

Please find attached the Applications for Games of Chance.

**RECOMMENDED MOTION:** To approve the Applications for Games of Chance as presented.



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)



Applying for (check one)

Local Permit       Restricted Event Permit\*

Games to be conducted

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 <b>Carson Glore Foundation</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>June 8, 2026</b>	
Organization or Group Contact Person <b>Nathan Nerland</b>	E-mail <b>nathannerland@gmail.com</b>	Telephone Number <b>612-619-5109</b>	
Business Address <b>66 9th St E</b>	City <b>St Pau</b>	State <b>MN</b>	ZIP Code <b>55101</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Osgood Golf Course</b>	County <b>Cass</b>
Site Physical Address <b>4400 Clubhouse Dr S</b>	City <b>Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58104</b>

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.)  
**06/08/2026**

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle</b>	<b>See attached</b>	
Total (limit \$50,000 per year)		<b>\$ 4383.00</b>

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Build schools, fresh water wells, and latrines, and educate and provide safety for children in Uganda and Kenya**

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)  
 Yes     No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)  
 Yes     No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)  
 No     Yes - Total Retail Value: \_\_\_\_\_ (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)  
 Yes     No

Printed Name of Organization Group's Permit Organizer <b>Jill Kurtz</b>	Telephone Number <b>701-730-4481</b>	E-mail Address <b>fargojill@msn.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Raffle Volunteer</b>	Date <b>04/06/2026</b>



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

Applying for (check one)  
 Local Permit       Restricted Event Permit\*

Games to be conducted  
 Bingo     Raffle     Raffle Board     Calendar Raffle     Sports Pool     Poker\*     Twenty-One\*     Paddiewheels\*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddiewheels 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 <b>CCRI, Inc.</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>6/10/26</b>	
Organization or Group Contact Person <b>Miranda Roberts</b>		E-mail <b>miranda.roberts@creativecare.org</b>	Telephone Number <b>(218)443-6303</b>
Business Address <b>2903 15th Ave S</b>		City <b>Moorhead</b>	State    ZIP Code <b>MN    56560</b>
Mailing Address (if different)		City	State    ZIP Code

**SITE INFO**

Site Name <b>Avalon Event Center</b>		County <b>Cass</b>	
Site Physical Address <b>2525 9th Ave S</b>		City <b>Fargo</b>	State    ZIP Code <b>ND    58103</b>

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)  
**Raffle Boards-6/10/26**

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	2 Courtside Timberwolves Seats + Lexus Courtside Club Experience	\$3,600.00
Raffle Board	Designer Purse	\$459.00
Raffle Board	Local Shopping Spree Package	\$500.00
Total (limit \$50,000 per year)		\$ 4,559.00

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Provide programming and support to people with disabilities in our service area to live full live while maintaining independence.**

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 1-800-325-9240)  
 Yes     No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)  
 Yes     No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)  
 No     Yes - Total Retail Value: **\$7,277.50** (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)  
 Yes     No

Printed Name of Organization Group's Permit Organizer <b>Miranda Roberts</b>	Telephone Number <b>(218)443-6303</b>	E-mail Address <b>miranda.roberts@creativecare.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Executive Director</b>	Date <b>4/2/26</b>



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

Applying for (check one)  
 Local Permit       Restricted Event Permit\*

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

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

\*See Instruction 2 (H) 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 <b>Fargo Area Sports/Fargo Dugout Boosters</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>May 20<sup>th</sup></b>	
Organization or Group Contact Person <b>Zach Frazier</b>	E-mail <b>zach@fargoareasports.com</b>	Telephone Number <b>701-232-9225</b>	
Business Address <b>1892 17<sup>th</sup> Ave. S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>The Bowler</b>	County <b>Cass</b>
Site Physical Address <b>2630 University Drive S.</b>	City <b>Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58103</b>

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.)  
**one time 5-20-26**

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	Purses	\$ 5,000
50/50 Raffle	\$ 300 in Doolittles giftcards / \$ 100 gift basket	\$ 400
Total (limit \$40,000 per year)		\$ <del>5,400</del> 5,400

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**provide low income scholarships, equipment and facility improvements for arva karabank** *first prize*

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)  
 Yes     No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)?  
 Yes     No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)?  
 No     Yes - Total Retail Value: \_\_\_\_\_ (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)  
 Yes     No

Printed Name of Organization Group's Permit Organizer <b>Benjamin Blanchette</b>	Telephone Number <b>952-221-5010</b>	E-mail Address <b>benjamin.blanchette20@gmail.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Chairperson</b>	Date <b>3-23-26</b>



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



Applying for (check one)  
 Local Permit       Restricted Event Permit\*

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

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

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

**ORGANIZATION INFO**

Name of Organization or Group Memory Cafe of the Red River Valley		Dates of Activity (Does not include dates for the sales of tickets) June 9, 2026	
Organization or Group Contact Person Leeora Windingland	E-mail leeora@memorycaferrv.org	Telephone Number 701.404.6712	
Business Address 3910 25th St S.	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name Delta Hotel - Fargo	County Cass
Site Physical Address 1635 42nd St SW	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.)

June 9, 2026 during Redefining Memory Loss Conference

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Spa Day Certificate + Basket	500.00
Raffle	Meat + Grill	500.00
Raffle	Charcuterie + wine Basket	500.00
Total (limit \$50,000 per year)		\$ 2500.00

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
 Programming costs + Caregiver Education sessions

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)  
 Yes     No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)  
 Yes     No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)  
 No     Yes - Total Retail Value: \_\_\_\_\_ (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)  
 Yes     No

Printed Name of Organization Group's Permit Organizer Leeora Windingland	Telephone Number 701.404.6712	E-mail Address leeora@memorycaferrv.org
Signature of Organization Group's Permit Organizer 	Title Operations Manager	Date 3-23-26



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



Applying for (check one)

Local Permit       Restricted Event Permit\*

Games to be conducted

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 <b>North Dakota Autism Center</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>4/17/26</b>	
Organization or Group Contact Person <b>Brittney Hogan</b>	E-mail <b>bhogan@ndautismcenter.org</b>	Telephone Number <b>7013524562</b>	
Business Address <b>647 13th Ave. E</b>	City <b>West Fargo</b>	State <b>ND</b>	ZIP Code <b>58078</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Holiday Inn Fargo</b>		County <b>Cass</b>	
Site Physical Address <b>3803 13th Ave. S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
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.) <b>Gala 4/17/26</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	50/50 sales from pick a card game	\$ 1,300
Raffle	Studs or Duds game for diamon earrings	\$ 1,750.00
		<del>3,050.00</del>
Total (limit \$50,000 per year)		\$ 3,050

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Support charitable programs and operations for autism services.**

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

Yes       No

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

Yes       No

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

No       Yes - Total Retail Value: \_\_\_\_\_ (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Yes       No

Printed Name of Organization Group's Permit Organizer <b>Brittney Hogan</b>	Telephone Number <b>7015324562</b>	E-mail Address <b>bhogan@ndautismcenter.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Executive Director</b>	Date <b>4/6/26</b>



Page 45 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

PLEASE EMAIL PERMIT TO LIZ.BASSETT@JP2SCHOOLS.ORG. THANK YOU!

Applying for (check one)
[X] Local Permit [ ] Restricted Event Permit\*
Games to be conducted
[ ] Bingo [X] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker\* [ ] Twenty-One\* [ ] Paddlewheels\*

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

ORGANIZATION INFO

Name of Organization or Group: St. John Paul II Catholic Schools
Dates of Activity: 04/25/2026
Organization or Group Contact Person: Liz Bassett
E-mail: liz.bassett@jp2schools.org
Telephone Number: 701-893-3200
Business Address: 5600 25th Street S
City: Fargo
State: ND
ZIP Code: 58104

SITE INFO

Site Name: Delta Hotels by Marriott
County: Cass
Site Physical Address: 1635 42nd Ave SW
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.)
Drawing 4/25/2026

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

Table with 3 columns: Game Type, Description of Prize, Exact Retail Value of Prize. Includes entries for Raffle (Heads or Tails, \$1,000) and Raffle (Prizes: Ninja Slushi, Nintendo Switch, Skylight Calendar, Gift Cards, \$2,200). Total: \$3,200.

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: To help support and retain teaching staff, to provide tuition assistance, and to enhance our educational offerings.
Does the organization presently have a state gaming license? [ ] Yes [X] No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30? [ ] Yes [X] No
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30? [ ] No [X] Yes - Total Retail Value: \$14,952
Is the organization or group a state political party or legislative district party? [ ] Yes [X] No

Printed Name of Organization Group's Permit Organizer: Liz Bassett
Telephone Number: 701-893-3242
E-mail Address: liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer: [Handwritten Signature]
Title: Special Events Coordinator
Date: 04/8/2026



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

✓ 3/26/26  
2:30

Applying for (check one)

Local Permit       Restricted Event Permit\*

Games to be conducted

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 <b>STEM Alliance</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>5/30/2026</b>	
Organization or Group Contact Person <b>Rory Held</b>	E-mail <b>rheld@stemalliancefm.org</b>	Telephone Number <b>218-277-9854</b>	
Business Address <b>PO BOX 6465</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58109</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Rory Held's House</b>	County <b>Cass</b>
Site Physical Address <b>5734 62nd st s</b>	City <b>Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58104</b>

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.)  
**One drawing to be held on May 15th at the house of the STEM Alliance Vice President with other STEM Alliance Board Members present**

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle</b>	<b>Cash Prize \$300, \$200, \$100, \$50, \$50, \$50</b>	<b>\$750</b>
Total (limit \$50,000 per year)		<b>\$ 750</b>

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Support local High School Robotics Programs through purchase of Tools and Materials**

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)  
 Yes     No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)  
 Yes     No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)  
 No     Yes - Total Retail Value: \_\_\_\_\_ (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)  
 Yes     No

Printed Name of Organization Group's Permit Organizer <b>Rory Held</b>	Telephone Number <b>218-277-9854</b>	E-mail Address <b>rheld@stemalliancefm.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Vice President</b>	Date <b>3/26/2026</b>



Page 4 **APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

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



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 <b>Veterans Honor Flight of ND/MN</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>May 2, 2026</b>	
Organization or Group Contact Person <b>Jane Matajcek</b>	E-mail <b>ladyjanemm@yahoo.com</b>	Telephone Number <b>701-238-7749</b>	
Business Address <b>PO Box 294</b>	City <b>Hunter</b>	State <b>ND</b>	ZIP Code <b>58047</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Fargo Billiards and Gastropub</b>		County <b>Cass</b>	
Site Physical Address <b>3234 43rd St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
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.) <b>May 2, 2026</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>50/50 Raffles</b>	<b>Cash, doing 4 raffles each winning \$250</b>	<b>\$1,000.00</b>
Total (limit \$50,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds *Flight Expenses*

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)  
 Yes  No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)  
 Yes  No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)  
 No  Yes - Total Retail Value: **\$22,854.97** (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)  
 Yes  No

Printed Name of Organization Group's Permit Organizer <b>Karen Haugen</b>	Telephone Number <b>701-367-1518</b>	E-mail Address <b>Karenhaugen58@gmail.com</b>
Signature of Organization Group's Permit Organizer <i>Karen Haugen</i>	Title <i>Volunteer</i>	Date <i>3/31/2024</i>



# AUDITOR'S OFFICE

## AUDITOR'S OFFICE

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108  
Phone: 701.241.8108 | Fax: 701.241.8184  
[FargoND.gov](http://FargoND.gov)

April 9, 2026

①

To: Board of City Commissioners  
From: Angie Bear, City Clerk/Deputy City Auditor  
Re: Liquor Compliance Violation – El Agave

It is alleged an employee at this licensed establishment served a person under the age of 21 an alcoholic beverage in violation of North Dakota Century Code and/or Fargo Municipal Code. An affidavit detailing the offense was timely sent to the City Attorney Ian McLean. Notice of the hearing was sent to the licensee as required under law.

Historically, alcohol compliance violations were first presented to the LCB (Liquor Control Board) for consideration before proceeding to the City Commission. However, last summer the state amended the North Dakota Century Code (NDCC § 5-02-10). As part of the amendments, there are new timelines and noticing requirements that requires the LCB be bypassed in some liquor compliance failures.

### Recommended Motion

**Find a liquor compliance violation occurred and impose a penalty as required under statute or ordinance with consideration of any required mitigating factors.**

City of Fargo,  vs.  El Agave – 2581 45 <sup>th</sup> St. S. Fargo, ND	Affidavit/Declaration of Officer Layman
--	---

1. My name is Shelby Layman. I am a Fargo Police Officer. I am over 18 years of age. I am competent to make this declaration/affidavit.

2. In conjunction with the Fargo Cass Public Health, alcohol compliance checks were held on March 27, 2026.

3. As part of the compliance checks, a person or persons under the age of 21, while under supervision of the Fargo Police, enters a liquor establishment and request alcohol.

4. At approximately 8:00 pm, I (Officer Shelby Layman), Officer Avery Jensen, and two persons under 21 (EL(age 19) and JA(age 18)), went to El Agave, located at 2581 45<sup>th</sup> St. S. Fargo, ND. El Agave has a license with the City of Fargo to sell alcohol and is subject to compliance checks.


5. The four of us sat down at the bar rail inside of El Agave. David J. Uribe was the bartender. EL and JA both ordered alcoholic pina coladas from David. David asked for and received both of their valid IDs. Since they are under 21, the IDs are vertical. The date of birth also indicated they were under 21. David provided each alcoholic drink to EL and JA. David was provided a citation for the offense.

6. I write this affidavit/declaration pursuant to North Dakota Century Code section 5-2-10.

7. I declare, under penalty of perjury, under the law of North Dakota, that the foregoing is true and correct.

8. Date: 4/2/26

9. Name (printed): Shelby Layman

10. Name (signed): 

11. Location signed (city and state): Fargo, ND.

March 30, 2026

Angie Bear  
City Clerk/Deputy City Auditor  
City of Fargo  
225 4<sup>th</sup> Street N  
Fargo, ND 58102

Dear Mrs. Bear:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Friday March 27, 2026. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

**El Agave  
2581 45<sup>th</sup> St S  
FARGO ND 58103**

This information is provided for your review. If you have any questions, please contact me at 701-241-1367.

Cordially,



Cheryl Stetz  
Community Health Educator

Cc: Fargo Police Department  
El Agave



**AUDITOR'S  
OFFICE**

**AUDITOR'S OFFICE**

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108  
Phone: 701.241.8108 | Fax: 701.241.8184  
FargoND.gov

April 7, 2026

El Agave  
2581 45<sup>th</sup> St S  
Fargo, ND 58103

Re: Compliance Check Failure

Dear Licensee:

Please take notice that the Fargo Police have provided the Fargo City Attorney an affidavit (attached) which alleges you (licensee) have violated a provision of North Dakota Century Code: Title 5, related to serving alcohol to a minor. Therefore, a hearing is being scheduled pursuant to section 5-2-10 of the North Dakota Century Code and Fargo Municipal Code.

The City Commission will meet on April 13, 2026 at 5:00 p.m. in the City Commission Chambers of City Hall, 225 4<sup>th</sup> Street North, Fargo ND to consider the violation.

If, after such hearing, the city commission finds the violation charged in the affidavit has been proved by the evidence, an order must be served on the licensee which imposes administrative penalties, and/or revokes or suspends the licensee's license for a period of time.

The order may be appealed to the district court by following the appeal procedure set forth in chapter 28-32 of the North Dakota Century Code, except that the order revoking or suspending the license is inoperative while the appeal is pending

As a liquor license holder, you are being provided this notice in conformance with the North Dakota Century Code and Fargo Municipal Code. As license holder you have the right to be present and heard at this meeting.

If you have any questions, feel free to call me at 701.241.1301.

Sincerely

Angie Bear

City Clerk/Deputy City Auditor

**COPY**

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

All licenses issued under the provisions of this article, unless otherwise specifically provided, shall terminate one year from following the date of issuance; provided, however, that any license issued under the provisions of this article may, under certain circumstances, terminate automatically or may be terminated, suspended or revoked by the commission.

- A. Any license issued under the provisions of this article shall automatically terminate:
  1. Upon the death of the licensee unless, upon application to the commission by the personal representative of the decedent, the commission shall consent to the carrying on of such business by the personal representative. Said application must be submitted to the commission within 30 days of the licensee's death.
  2. When the licensee, for any reason, ceases business at the licensed premises, except as permitted in accordance with § 25-1507(H) of this article. Business shall be deemed to have ceased upon occurrence of any of the following:
    - a. When no sale of alcoholic beverages occurs on the licensed premises for a period of at least 30 consecutive business days; or
    - b. When alcoholic beverages are not sold on the licensed premises on at least 15 of any 60 consecutive business days; or
    - c. When the licensed premises are not open for normal business for at least 180 hours in any 60 consecutive business days;provided, however, upon written request of the licensee, the commission, in its discretion and for good cause shown, may extend the date upon which business shall be deemed to have ceased. Any extension granted pursuant to the licensee's request shall be subject to review every six (6) months. The commission reserves the right to deny any extension request.
  3. When any license or permit of the licensee from the United States government or state of North Dakota to sell alcoholic beverages at the licensed premises has terminated or been revoked.
  4. As to any license issued from and after June 1, 2014, when an ownership transfer has occurred except as are excepted under section 25-1508 subs. K.
- B. The commission may, in its discretion, suspend or revoke for cause any license issued under the provisions of this article. The grounds for suspension or revocation shall, among others, include the following:
  1. The licensee has filed a petition in bankruptcy.
  - 2.

An individual licensee, one of the partners in a partnership licensee, or one of the officers in a corporation licensee, or any individual in active management of the licensed business is convicted of violating any of the provisions of this article.

3. The licensee has been convicted of a felony under the laws of the United States or under the laws of one of the several states.
  4. The business of the licensee, at the location licensed, is conducted in such a manner as to be in violation of the health and sanitary regulations of the city of Fargo.
  5. The licensee has made any false statement in his application for a license.
  6. The licensee conducts his business in a manner which results in, encourages or is conducive to the creation of disturbances of the peace, disorderly conduct or any other violations of federal, state and/or city laws.
- C. The grounds enumerated in subsection (B) above of this section shall not be deemed to be exclusive and any license issued under the provisions of this article may be suspended or revoked by the commission for any other reason deemed by the commission to be sufficient in order to promote and protect the public health, safety, morals and general welfare of the people of the city of Fargo. When any license is suspended or revoked by the commission pursuant to the provisions of this section, or when the licensee voluntarily ceases business, no portion of the license fee previously paid shall be returned to the licensee or to anyone claiming under or through him.
- ✧ D. Penalties for failing compliance checks conducted by the Fargo police department are as follows:
1. First offense - \$500 penalty.
  2. Second offense - \$750 penalty.
  3. Third offense - \$1,000 penalty - for Class "AB", "A" and "B" license holders, one day suspension of license (liquor sales only) with the date selected by licensee within thirty (30) days of either occurrence of the offense or final decision upon appeal. For all other classes of liquor licenses, two days suspension of liquor sales only.
  4. Fourth offense - no monetary penalty - for Class "AB", "A" and "B" license holders, three days in one week suspension of liquor license (liquor sales only) on consecutive dates chosen by licensee requiring the business to be closed. For all other classes of liquor licenses, six consecutive days suspension of liquor sales only. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.
  5. Fifth offense - no monetary penalty - for Class "AB", "A" and "B" license holders, seven consecutive day suspension of license (liquor sales only) with the dates selected by licensee requiring the business to be closed for liquor sales. For all other classes of liquor

licenses, fourteen consecutive days suspension of liquor sales only, such suspension to be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.

6. Sixth offense - no monetary penalty - for Class "AB", "A" and "B" license holders, ten consecutive day suspension of license (liquor sales only) with the dates selected by licensee requiring the business to be closed for liquor sales. For all other classes of liquor licenses, twenty consecutive days suspension of liquor sales only, such suspension to be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.

7. Seventh offense - no monetary penalty - revocation of liquor license.

The foregoing penalties for failing compliance checks will be those offenses occurring within a one-year period. Said one-year period commences to run and is calculated (365 days) from the first offense by the licensee. The city of Fargo police department, in conjunction with its designee, will make a reasonable effort to conduct up to four compliance checks a year at each licensed liquor serving establishment in the city. In the event a licensed establishment fails to pass compliance checks during such visits, the same may result in additional compliance checks being conducted at that establishment during the year.

E. For those businesses with liquor licenses requiring a food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio), there shall be an audit at least once every three (3) years (one-third of the licensees each year) provided, however, that subject businesses obtaining a new license and businesses that transfer an existing license to new owners shall be subject to an audit 12 months after obtaining or transferring of the license. The city of Fargo shall pay the cost of the audit if the business is in compliance with the required food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio). The liquor licensee shall, however, pay for the cost of the audit if the business is not in compliance with the required food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio).

Penalties for failed audits shall be as follows:

1. First offense - six month probationary period to come into compliance to be followed by a second audit establishing compliance. Sale and consumption of alcoholic beverages shall be discontinued at 1:00 a.m. for such time as the length of any probationary period. Yearly audits for the next two years to be paid for by the liquor licensee.
2. Second offense - thirty days suspension of liquor license not requiring closure of the business which may remain open for food sales. Yearly audits for the next two years to be paid for by the liquor licensee.

3. Third offense - revocation of license.

F. Administrative penalties for violation of section 25-1509.2 are as follows:

1. First offense: \$500 administrative penalty.
2. Second offense: \$1,000 administrative penalty, plus a one-day suspension of alcoholic beverage license to be determined by liquor control board. For Class "AB", "A" and "B" license holders, one day suspension of license (liquor sales only) with the date selected by licensee. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.
3. Third offense: \$2,000 administrative penalty, plus a two-day day suspension of alcoholic beverage license to be determined by liquor control board. For Class "AB", "A" and "B" license holders, two days in one week suspension of liquor license (liquor sales only) on consecutive dates chosen by licensee requiring the business to be closed. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.
4. Fourth offense: Revocation.

Any suspension of alcoholic beverage license provided for herein shall relate to liquor sales only so that food sales could, if applicable, continue on the licensed premises.


The level of offense shall be determined by reference to an 18-month period from the first offense by licensee. A second offense occurring more than 18-months after a first offense would be deemed a first offense.

It is the intent of this ordinance that no multiple offenses shall be deemed to have occurred from a single incident. For example, on an officer contact with the licensed premises, if there should be two or more offenses involving intoxicated persons on the premises, the same will constitute one offense and not multiple offenses. Any subsequent officer contact with the establishment at a different time may constitute a separate offense.

Source: 1965 Rev. Ord. 25-1512, 1869 (1978), 2198 (1985), 2539 (1990), 2822 (1997), 4182 (2001), 4215 (2002), 4333 (2003), 4416 (2004), 4502 (2006), 4629 (2007), 4915 (2014), 5010 (2015), Ord. 5292 (2021), 5378 (2022); 5388 (2023), 5481 (2025), 5483 (2025).

25-1518. - Unlawful practices.

In addition to such other prohibitions as are contained in this article:

- A. It shall be unlawful for any person to sell or consume any alcoholic beverage upon any street, alley or public highway, including any public sidewalk or boulevard, or on any private property without consent of the owner or occupant within the city of Fargo, except as permitted by subsection (J) of section 25-1509 of this chapter. It shall further be unlawful for any person to possess any bottle or receptacle containing any alcoholic beverage which has been opened or the contents of which have been partially consumed while such person is upon any street, alley or public highway, including any public sidewalk or boulevard, or upon property owned, operated or leased by the city of Fargo or by the state of North Dakota or any political subdivision or agency thereof, within the city of Fargo, except under a valid alcoholic beverages license issued under this article, and further except as permitted by 25-1509.1(C). A violation of this section is deemed a violation of section 10-0327 of this Code.
- B. The sale, possession, use or consumption of alcoholic beverages shall be unlawful and prohibited in and on the premises of any public building except as may be authorized by appropriate license or permit issued pursuant of this chapter, and further except as permitted by 25-1509.1(C). A violation of this section is deemed a violation of section 10-0327 of this Code.
- C. It shall be unlawful for any person under 21 years of age to misrepresent his or her age for the purpose of purchasing or drinking any alcoholic beverage or for the purpose of entering any premises licensed under the provisions of this article.
-  D. It shall be unlawful for any person, either personally or through an agent or employee, to procure, furnish or deliver any alcoholic beverage for the use of any person under 21 years of age.
- E. No licensee shall deliver or permit to be delivered to any customer outside the licensed premises any alcoholic beverages sold under the terms and provisions of this article unless the package containing such alcoholic beverage shall be securely wrapped and shall contain on the outside thereof, in plain, legible writing, the name of the dealer selling the same and also the name and address of the purchaser thereof. Additional conditions and restrictions on delivery of alcoholic beverages are as follows:
  1. Delivery shall only be allowed by licensees having an off-sale license.
  2. Delivery shall be limited to customers having a pre-established credit arrangement with the off-sale licensee. Such credit arrangement may be in the form of a house account or open charge account established between the customer and off-sale licensee, but specifically shall not include credit cards, debit cards, bank credit cards or any other form or type of credit arrangement. The pre-established credit arrangement between the

customer and the off-sale licensee shall have been established at least one (1) week before any delivery is allowed thereunder. It is the intent of this paragraph that the entire sales transaction is complete at the point of sale subject only to delivery.

3. Delivery shall only be made to the address of the customer as identified on the pre-established credit arrangement with the off-sale licensee.
  4. Delivery shall only be made by a person who is of legal age and who has completed mandatory server training.
  5. Positive identification of the purchaser shall be made at the point of delivery. In addition, a digital photograph shall be taken to confirm the identity of purchaser.
- F. No owner, operator, officer or employee or driver of any taxicab in the city of Fargo shall accept from any person, except a dealer regularly licensed under the provisions of this article, any order for the delivery of any alcoholic beverage.

Source: 1965 Rev. Ord. 25-1513, 1869 (1978), 2025 (1981), 2344 (1987), 2570 (1991), 2760 (1995), 2814 (1997), 2822 (1997), 3090 (1999), 4202 (2002), 4401 (2004), 4412 (2004), 4413 (2004), 5163 (2018), Ord. 5292 (2021), 5472 (2025).

**Editor's note—** See editor's note to § 25-1513.

★ 25-1513. - Revocation, suspension, sanctions or other penalties—Hearing Request.

Revocation, suspension, sanctions or other penalties may not be invoked without a public hearing if requested by the licensee. The city auditor's office shall notify the licensee that it has determined a license compliance violation exists, and shall further provide written notice by email and regular mail to the licensee of the Liquor Control Board's scheduled meeting date and time at which the violation will be considered. If the Liquor Control Board recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the board of city commissioners within ten (10) days of such Liquor Control Board recommendation. The board of city commissioners shall conduct a public hearing, including consideration of the evidence and testimony presented to the Liquor Control Board. The city auditor shall provide written notice to the licensee, specifying the date, time and place of the public hearing before the board of city commissioners, and such notice shall be served upon the licensee or its managing agent in the same manner as provided by law for the service of a summons in a civil action. No hearing shall be held before the board of city commissioners before expiration of fifteen (15) days after the date of the service of the notice upon the licensee.

If, upon such hearing, it appears to the majority of the board of city commissioners that sufficient cause exists for the revocation, suspension, sanctions or other penalty, the board of city commissioners shall issue its findings, conclusions and order which shall then be served on the licensee by certified mail. The findings, conclusions and order of the board of city commissioners is appealable pursuant to Chapter 28-34 of the North Dakota Century Code.

Source: Ord. 5292 (2021).

**Editor's note—** Ord. 5292, § 2, adopted April 5, 2021, enacted a new § 25-1513 and § 7 of said ordinance renumbered the prior § 25-1513 as § 25-1518. Historical notation has been retained for reference purposes.

**TITLE 5  
ALCOHOLIC BEVERAGES**

**CHAPTER 5-01  
GENERAL PROVISIONS**

**5-01-01. Definitions.**

In this title:

1. "Alcohol" means neutral spirits distilled at or above one hundred ninety degrees proof, whether or not such product is subsequently reduced, for nonindustrial use.
2. "Alcoholic beverages" means any liquid suitable for drinking by human beings, which contains one-half of one percent or more of alcohol by volume.
3. "Beer" means any malt beverage containing one-half of one percent or more of alcohol by volume and includes an alcoholic beverage made by the fermentation of malt substitutes, including rice, grain of any kind, glucose, sugar, or molasses, which has not undergone distillation.
4. "Bottle or can" means any container, regardless of the material from which made, having a capacity less than a bulk container for use for the sale of malt beverages at retail.
5. "Direct shipper" means a person that is licensed by the commissioner and ships or causes to be shipped alcoholic beverages directly into this state to a consumer for the consumer's personal use and not for resale.
6. "Distilled spirits" means any alcoholic beverage that is not beer, wine, sparkling wine, or alcohol.
7. "Domestic distillery" means a distillery that produces twenty-five thousand gallons [94635 liters] or fewer of distilled spirits per year.
8. "In bulk" means in containers having a capacity not less than one-sixth barrel for use for the sale of malt beverages at retail.
9. "Licensed alcohol carrier" means a person licensed to transport or deliver alcoholic beverages to a consumer without first having the alcoholic beverage delivered through a wholesaler licensed in this state.
10. "Licensed logistics shipper" means a person that provides fulfillment house services, including warehousing, packaging, distribution, order processing, or shipment of alcoholic beverages on behalf of a licensed direct shipper and by way of a licensed alcohol carrier.
11. "Licensed premises" means the premises on which beer, liquor, or alcoholic beverages are normally sold or dispensed and must be delineated by diagram or blueprint which must be included with the license application or the license renewal application.
12. "Liquor" means any alcoholic beverage except beer.
13. "Local governing body" means the governing entity of a city, county, or federally recognized Indian tribe in this state.
14. "Local license" means a city, county, or tribal retail alcoholic beverage license issued by the appropriate local governing body.
15. "Manufacturing distillery" means a distillery that produces forty thousand gallons [151416 liters] or fewer of distilled spirits per year.
16. "Microbrew pub" means a brewer that brews ten thousand or fewer barrels of beer per year and sells beer produced or manufactured on the premises for consumption on or off the premises or serves beer produced or manufactured on the premises for purposes of sampling the beer.
17. "Organization" means a domestic or foreign corporation, general partnership, limited partnership, or limited liability company.
18. "Satellite location" means an offsite location owned or leased by a manufacturing distillery to conduct retail operations.
19. "Sparkling wine" means wine made effervescent with carbon dioxide.

20. "Supplier" means an alcoholic beverage manufacturer, importer, marketer, or wholesaler selling alcoholic beverages to a wholesaler licensed in this state for purposes of resale.
21. "Tribal licensee" means a person issued a local license by the governing body of a federally recognized Indian tribe in this state for the retail sale of alcoholic beverages within the exterior tribal reservation boundaries.
22. "Twenty-one years of age" means it is after eight a.m. on the date twenty-one years after a person's date of birth.
23. "Wine" means the alcoholic beverage obtained by fermentation of agricultural products containing natural or added sugar or such beverage fortified with brandy and containing not more than twenty-four percent alcohol by volume.

**5-01-02. Exceptions.**

Nothing contained in this title may be construed to apply to the following articles, when they are unfit for beverage purposes:

1. Denatured alcohol produced and used pursuant to Acts of Congress, and the regulations thereunder;
2. Patent, proprietary, medical, pharmaceutical, antiseptic, and toilet preparations;
3. Flavoring extracts, syrups, and food products; or
4. Scientific, chemical, and industrial products;

nor to the manufacture or sale of said articles containing alcohol. This title does not apply to wines delivered to priests, rabbis, and ministers for sacramental use.

**5-01-03. Penalty.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-01-04. Manufacture of alcoholic beverages prohibited - Exceptions.**

A person may manufacture alcoholic beverages for personal or family use, and not for sale, without securing a license if the amount manufactured is within quantities allowed by the alcohol and tobacco tax and trade bureau of the United States treasury department. Any person manufacturing alcoholic beverages within this state in quantities greater than those permitted by the alcohol and tobacco tax and trade bureau of the United States treasury department is guilty of a class A misdemeanor and property used for the same is subject to disposition by the court except any person may establish a brewery for the manufacture of malt beverages, a winery, or a distillery or other plant for the distilling, manufacturing, or processing of alcohol within this state if the person has secured a license from the tax commissioner. This license must be issued on a calendar-year basis with a fee of five hundred dollars. A first-time license fee may be reduced twenty-five percent for each full quarter of a year elapsed between the first day of the year for which the license is issued and the date on which the application for the license is filed with the tax commissioner. A license may not be issued for any period for a fee less than one-half of the annual license fee. This license shall allow sale to only licensed wholesalers.

**5-01-05. Public intoxication - Penalty.**

Repealed by S.L. 1969, ch. 91, § 5.

**5-01-05.1. Public intoxication - Assistance - Medical care.**

1. As used in this section "intoxicated" means a state in which an individual is under the influence of alcoholic beverages, drugs, or controlled substances, or a combination of alcoholic beverages, drugs, and controlled substances.
2. A peace officer may take any apparently intoxicated individual to the individual's home, to a local hospital, to a detoxification center, or, whenever that individual constitutes a danger to that individual or others, to a jail. A tier 1b mental health professional, as defined under section 25-01-01, of a local hospital may hold that individual for treatment up to seventy-two hours.

3. An intoxicated individual may not be held in jail because of intoxication more than twenty-four hours. An intoxicated individual may not be placed in a jail unless a jailer is constantly monitoring the individual and medical services are provided if the need is indicated.
4. Upon placing that individual in jail, or if the individual is admitted to a hospital or detoxification center, upon admission, the peace officer shall make a reasonable effort to notify the intoxicated individual's family as soon as possible.
5. Any additional costs incurred by the city, county, ambulance service, or medical service provider on account of an intoxicated individual are recoverable from that individual.

**5-01-05.2. No prosecution for intoxication.**

No person may be prosecuted in any court solely for public intoxication. Law enforcement officers may utilize standard identification procedures on all persons given assistance because of apparent intoxication.

**5-01-05.3. Disturbing the peace - Disorderly conduct - Penalty.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-01-05.4. Informational, counseling, and referral centers for alcoholism.**

Any county or city within the state at the discretion of their governing bodies, either individually or jointly, may establish or provide office space, including personnel, for informational, counseling, and referral services for alcoholics and their families.

**5-01-06. Recovery of damages resulting from intoxication.**

Repealed by S.L. 1987, ch. 95, § 5; S.L. 1987, ch. 99, § 2.

**5-01-06.1. Claim for relief for fault resulting from intoxication.**

1. Every spouse, child, parent, guardian, employer, or other individual who is injured by any obviously intoxicated individual has a claim for relief for fault under section 32-03.2-02 against any person who knowingly disposes, sells, barter, or gives away alcoholic beverages to an individual under twenty-one years of age or to an incompetent or an obviously intoxicated individual, and if death ensues, the survivors of the decedent are entitled to damages defined in section 32-21-02. If a retail licensee is found liable under this section and exemplary damages are sought, the finder of fact may consider as a mitigating factor that the licensee provided to an employee alcohol server training that addressed intoxication, drunk driving, and underage drinking.
2. If a retail licensee provided to an employee alcohol server training that addresses intoxication, drunk driving, and underage drinking, a person with a claim for relief under this section may not use the fact that the retail licensee provided this training to prove culpability.
3. A claim for relief under this section may not be had on behalf of the intoxicated individual nor on behalf of the intoxicated individual's estate or personal representatives, nor may a claim for relief be had on behalf of an adult passenger in an automobile driven by an intoxicated individual or on behalf of the passenger's estate or personal representatives.

**5-01-07. Township beer or liquor licenses.**

No retail beer or liquor license may be issued in any organized township without the written consent of the board of township supervisors.

**5-01-08. Individuals under twenty-one years of age prohibited from using alcoholic beverages or entering licensed premises - Penalty.**

1. Except as permitted in this section and section 5-02-06, an individual under twenty-one years of age may not manufacture or attempt to manufacture, purchase or

- attempt to purchase, consume or have recently consumed other than during a religious service, be under the influence of, be in possession of, or furnish money to any individual for the purchase of an alcoholic beverage.
2. An individual under twenty-one years of age may not enter any licensed premises where alcoholic beverages are being sold or displayed, except:
    - a. A restaurant if accompanied by a parent or legal guardian;
    - b. In accordance with section 5-02-06;
    - c. If the individual is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering, or consuming alcoholic beverages;
    - d. If the individual is a law enforcement officer or other public official who enters the premises in the performance of official duty; or
    - e. If the individual enters the premises for training, education, or research purposes under the supervision of an individual twenty-one or more years of age with prior notification of the local licensing authority.
  3. An individual who violates this section is guilty of an infraction. For a violation of subsection 1 or 2, the court also may sentence a violator to an evidence-based alcohol and drug education program operated under rules adopted by the department of health and human services under section 50-06-44. For a second or subsequent violation of subsection 1 or 2, the court also shall sentence a violator to an evidence-based alcohol and drug education program operated under rules adopted by the department of health and human services under section 50-06-44.
  4. The court, under this section, may refer the individual to an outpatient addiction facility licensed by the department of health and human services for evaluation and appropriate counseling or treatment.
  5. The offense of consumption occurs in the county of consumption or the county where the offender is arrested.
  6. An individual under twenty-one years of age is immune from criminal prosecution under this section if that individual contacted law enforcement or emergency medical services and reported that another individual under twenty-one years of age was in need of medical assistance due to alcohol consumption, provided assistance to the individual in need of medical assistance until assistance arrived and remained on the scene, or was the individual in need of medical assistance and cooperated with medical assistance and law enforcement personnel on the scene. The maximum number of individuals who may be immune for any one occurrence is five individuals.

**5-01-08.1. Misrepresentation of age - Penalty - Licensee may keep book.**

Any person who misrepresents or misstates that person's age or the age of any other person or who misrepresents that person's age through presentation of any document purporting to show that person to be of legal age to purchase alcoholic beverages is guilty of a class B misdemeanor. Any licensee may keep a book and may require anyone who has shown documentary proof of that person's age, which substantiates that person's age to allow the purchase of alcoholic beverages, to sign the book if the age of that person is in question. The book must show the date of the purchase, the identification used in making the purchase and the appropriate numbers of such identification, the address of the purchaser, and the purchaser's signature.

**5-01-08.2. Presumption of licensee's innocence when certain facts established.**

The establishment of the following facts by a person making a sale of alcoholic beverages to a person not of legal age constitutes prima facie evidence of innocence and a defense to any prosecution therefor:

1. That the purchaser falsely represented and supported with other documentary proof that the purchaser was of legal age to purchase alcoholic beverages.
2. That the appearance of the purchaser was such that an ordinary and prudent person would believe the purchaser to be of legal age to purchase alcoholic beverages.

3. That the sale was made in good faith and in reliance upon the representation and appearance of the purchaser in the belief that the purchaser was of legal age to purchase alcoholic beverages.

**5-01-08.3. Proof of age - Seizure of false identification.**

1. A licensed retailer of alcoholic beverages or an employee of a licensed retailer may determine proof of age for purchasing or consuming an alcoholic beverage solely by inspection of one of the following:
  - a. A valid driver's license or identification card issued by this state, another state, or a province of Canada which includes the photograph and date of birth of the licensed individual;
  - b. A valid military identification card issued by the United States department of defense; or
  - c. A valid passport issued or recognized by the United States.
2. A licensed retailer or an employee of a licensed retailer may seize a form of identification displayed as proof of age if the licensed retailer or an employee of a licensed retailer has a reasonable belief that the form of identification has been altered, falsified, or is being used to unlawfully obtain alcoholic beverages.
3. Within twenty-four hours of seizing a form of identification as allowed under this section, a licensed retailer or an employee of a licensed retailer shall notify a law enforcement agency of the seizure and the law enforcement agency shall take possession of the identification within twenty-four hours after receipt of the notice.



**5-01-09. Delivery to certain persons unlawful.**

1. Any individual knowingly delivering alcoholic beverages to an individual under twenty-one years of age, except as allowed under section 5-02-06, or to an incompetent or an obviously intoxicated individual is guilty of a class A misdemeanor, subject to sections 5-01-08, 5-01-08.1, and 5-01-08.2.
2. An individual under twenty-one years of age is immune from criminal prosecution under this section if that individual contacted law enforcement or emergency medical services and reported that another individual under twenty-one years of age was in need of medical assistance due to alcohol consumption, provided assistance to the individual in need of medical assistance until assistance arrived and remained on the scene and cooperated with medical assistance and law enforcement personnel on the scene, or was the individual in need of medical assistance. The maximum number of individuals that may be immune for any one occurrence is five individuals.
3. If an individual is convicted of this section for delivering alcoholic beverages to an individual under twenty-one years of age, the court shall consider the following in mitigation:
  - a. After consuming the alcohol, the underage individual was in need of medical assistance as a result of consuming alcohol; and
  - b. Within twelve hours after the underage individual consumed the alcohol, the defendant contacted law enforcement or emergency medical personnel to report that the underage individual was in need of medical assistance as a result of consuming alcohol.

**5-01-10. Bottle clubs prohibited - Penalty.**

Any person operating an establishment whereby persons are allowed to bring their own alcoholic beverages on the premises where the proprietor sells soft drinks, mix, ice, or charges for bringing such beverages on the premises is guilty of a class B misdemeanor.

**5-01-11. Unfair competition - Penalty.**

A manufacturer may not have any financial interest in any wholesale alcoholic beverage business. A manufacturer or wholesaler may not have any financial interest in any retail alcoholic beverage establishment and may not furnish any such retailer with anything of value. A

retailer may not have any financial interest in any manufacturer, supplier, or wholesaler. A wholesaler may:

1. Extend normal commercial credits to retailers for industry products sold to them. The state tax commissioner may determine by rule the definition of "normal commercial credits" for each segment of the industry.
2. Furnish retailers with beer containers and equipment for dispensing of tap beer if the expense to the wholesaler associated with the furnishing of containers, equipment, and tap or coil cleaning service does not exceed one hundred fifty dollars per tap per calendar year.
3. Furnish outside signs to retailers if the sign cost does not exceed four hundred dollars exclusive of costs of erection and repair.
4. Furnish miscellaneous materials to retailers not to exceed one hundred dollars per year. "Miscellaneous materials" not subject to this limitation include any indoor point-of-sale items for retail placement. Point-of-sale items include back bar signs, pool table lights, neon window signs, and items of a similar nature. The point-of-sale items must be limited to five hundred dollars per retail account from the wholesaler for each of the wholesaler's brewers or suppliers.

Any wholesaler, retailer, or manufacturer violating this section, or any rule adopted to implement this section, and any retailer receiving benefits thereby, is guilty of a class A misdemeanor. A microbrew pub is exempt from the provisions of this section to the extent that this section restricts the co-ownership of a manufacturer's license and a retail license for the purpose of a microbrew pub.

**5-01-12. Duty to enforce.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-01-13. State's attorney's inquiry.**

The state's attorney may subpoena persons and take sworn testimony concerning any alleged violation of the alcoholic beverage laws and may apply to the district court for an order compelling persons subpoenaed to appear and testify. Such witnesses shall receive the same fees and mileage as in a civil case in district court.

**5-01-14. Microbrew pubs - Licensing - Taxes.**

1. A microbrew pub shall obtain a brewer license and a retailer license as required under this title. A microbrew pub may manufacture on the licensed premises, store, transport, sell to wholesale malt beverage licensees, and export no more than ten thousand barrels of malt beverages annually; sell malt beverages manufactured on the licensed premises; sell alcoholic beverages regardless of source to consumers for consumption on the microbrew pub's licensed premises; and sell or direct ship malt beverages manufactured on the licensed premises to an individual in this state for consumption in accordance with section 5-01-16. A microbrew pub may not engage in any wholesaling activities. Except as provided in subsection 3, all sales and delivery of malt beverages to any other retail licensed premises may be made only through a wholesale malt beverage licensee. Beer manufactured on the licensed premises and sold by a microbrew pub directly to the consumer for consumption on or off the premises is subject to the taxes imposed pursuant to section 5-03-07, in addition to any other taxes imposed on brewers and retailers. A microbrew pub is required to file a monthly sales report with the tax commissioner by the fifteenth day of the month following the month in which the sales are made. The report must be prepared and submitted in a form and manner as prescribed by the tax commissioner. A microbrew pub is not precluded from retailing beer it purchases from a wholesaler. Complimentary samples of beer may not be in an amount exceeding sixteen ounces [.47 liter] per patron. A licensee may sell beer to any person for off-premises consumption if sold in a brewery-sealed container and the total amount sold to each person does not exceed

- five and sixteen-hundredths gallons [19.53 liters] per day. This section may not be superseded under chapters 11-09.1 and 40-05.1.
2. The tax commissioner may issue a special event permit for not more than forty events per calendar year to a microbrew licensee allowing the licensee, subject to local ordinance, to give free samples of beer manufactured by the licensee, sell beer manufactured by the glass or in closed containers, or dispense beer manufactured by the licensee, at off-premises events.
  3. A microbrew pub may transfer beer in bulk, as defined by section 5-01-01, manufactured by the microbrew pub to an affiliated microbrew pub licensee. For purposes of this subsection, "affiliated microbrew pub licensee" means a microbrew pub of which at least an eighty-five percent interest is owned by the microbrew pub measured annually and:
    - a. The microbrew pub does not own more than three affiliated microbrew pub licensees;
    - b. The microbrew pub licensee receiving the beer in bulk has produced no less than five thousand gallons [18927.06 liters] of beer on the premises in the preceding calendar year. For the purpose of calculating the production requirements, the production must be prorated based on the number of days beer was produced;
    - c. The beer in bulk transferred in any calendar year constitutes no more than fifty percent of the beer being produced by the microbrew pub licensee receiving the beer; and
    - d. For purposes of determining whether the ten thousand barrel production limit under subsection 1 is being exceeded, the beer being transferred is credited to the microbrew pub that manufactured the beer.
  4. A contractee brewer may contract with a contractor brewer to produce beer for the contractee brewer to the extent allowed by federal law under the following conditions:
    - a. The contractee brewer and the contractor brewer must be licensed and owned separately;
    - b. The contractee brewer must have a proper license issued under this section and maintain a physical brewing presence in the state;
    - c. Beer brewed for a contractee brewer counts toward the contractee brewer's annual barrels produced, and the beer does not count toward the contractor brewer's annual barrels produced;
    - d. The contractee brewer retains ownership of the product; and
    - e. Each brewer is separately and distinctly responsible for compliance with this chapter.

**5-01-15. Penalty.**

Any person who violates any provision of this title, or any rule adopted to implement this title, is guilty of a class B misdemeanor, unless the penalty is provided for elsewhere.

**5-01-16. Direct sale from out-of-state person to consumer - Penalty.**

1. A person in the business of selling alcoholic beverages may not knowingly or intentionally ship, or cause to be shipped, any alcoholic beverage from an out-of-state location directly to a person in this state who is not a licensed wholesaler in this state.
2. A person in the business of transporting goods may not knowingly or intentionally transport, or cause to be transported, any alcoholic beverage directly to a person in this state who is not a licensed wholesaler in this state.
3. For a first violation of subsection 1 or 2, the tax commissioner shall notify, by certified mail, the person and order that person to cease and desist any shipment of alcoholic beverages in violation of subsection 1 or 2 and shall assess a civil penalty of one hundred dollars for each illegal shipment. For a second violation of subsection 1 or 2, the tax commissioner shall assess a civil penalty of two hundred dollars for each illegal shipment. For any subsequent violation of subsection 1 or 2, the tax commissioner shall assess a civil penalty of five hundred dollars for each illegal shipment.

4. The alcoholic beverage transported in violation of this section and the vehicle used in violation of this section are forfeitable property under chapter 29-31.1.
5. This section does not apply to a transaction by a person holding a valid manufacturer's or retailer's license issued by the state of its domicile and if the person obtains a direct shipping license from and on a form prescribed by the tax commissioner before making a shipment. The annual fee for a direct shipping license is fifty dollars. Licensed direct shippers may sell and ship to an individual twenty-one years of age or older 7.13 gallons [27 liters] or less of wine, two hundred eighty-eight fluid ounces [8517.18 milliliters] or less of beer, or 2.38 gallons [9 liters] or less of any other alcoholic beverages per month for personal use and not for resale.
  - a. A direct shipper shall ship all containers of alcoholic beverages shipped directly to a resident of this state using a licensed alcohol carrier and may cause the alcoholic beverages to be shipped by a licensed logistics company.
  - b. A direct shipper shall label all containers of alcoholic beverages shipped directly to an individual in this state with conspicuous words "SIGNATURE OF PERSON AGE 21 OR OLDER REQUIRED FOR DELIVERY".
  - c. A licensed direct shipper shall report and pay the wholesaler excise tax and retailer sales taxes to the tax commissioner on all alcoholic beverages sold to residents in this state at the rates set forth in sections 5-03-07 and 57-39.6-02. The excise tax reports are due January fifteenth of the year following the year sales and shipments were made. When the fifteenth day of January falls on a Saturday, Sunday, or legal holiday, the due date is the first working day thereafter. The report must provide such detail and be in format as prescribed by the tax commissioner and include the identification of any logistics or fulfillment houses the licensee used for such shipments. The sales and use tax reports are due as set forth in chapter 57-39.6. The sales and use tax reports must be in a format as prescribed by the tax commissioner. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.
  - d. All alcoholic beverages that are shipped directly to a resident of this state must be properly registered with the federal alcohol and tobacco tax and trade bureau and must be owned by the licensed direct shipper.
6. A licensed alcohol carrier may ship alcoholic beverages into, out of, or within this state. A licensed alcohol carrier shall pay an annual fee of one hundred dollars and obtain a license on an application form provided by the tax commissioner and subject to any requirements determined by the tax commissioner.
  - a. A licensed alcohol carrier shall ensure all containers of alcoholic beverages shipped directly to an individual in this state are labeled with conspicuous words "SIGNATURE OF PERSON AGE 21 OR OLDER REQUIRED FOR DELIVERY". A licensed alcohol carrier may not deliver alcoholic beverages to a person under twenty-one years of age, or to a person who is or appears to be in an intoxicated state or condition. A licensed alcohol carrier shall obtain valid proof of identity and age before delivery and shall obtain the signature of an adult as a condition of delivery.
  - b. A licensed alcohol carrier shall maintain records of alcoholic beverages shipped into, out of, or within this state which include the name of the licensed direct shipper, the name of any licensed logistics shipper, the date of each shipment, the recipient's name and address, and an electronic or paper form of signature from the recipient of the alcoholic beverages. A licensed alcohol carrier shall submit a report to the tax commissioner on a monthly basis in the form and format prescribed by the tax commissioner. The report is due on the last day of the month following the month of shipment. If the due date falls on a Saturday, Sunday, or legal holiday, the due date is the first working day after the due date. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.
  - c. If the tax commissioner has provided notice to a licensed alcohol carrier that a direct shipper is not licensed, the licensed alcohol carrier must notify the direct

shipper that the direct shipper must obtain a direct shipper permit before tendering packages to the licensed alcohol carrier for delivery. Any assessed penalty may be waived by the tax commissioner for good cause upon request by the licensed alcohol carrier.

7. Licensed logistics shippers must obtain a logistics shipping license from the tax commissioner and shall pay an annual fee of one hundred dollars before making or causing a shipment.
  - a. A licensed logistics shipper shall ensure all containers of alcoholic beverages shipped directly to an individual in this state are labeled with conspicuous words "SIGNATURE OF PERSON AGE 21 OR OLDER REQUIRED FOR DELIVERY".
  - b. All containers of alcoholic beverage shipped directly to a resident of this state must be shipped using a licensed alcohol carrier as provided in subsection 6.
  - c. A licensed logistics shipper shall maintain records of alcoholic beverages shipped which include the license number and name of the licensed direct shipper, the license number and name of the licensed common carrier, the date of each shipment, the quantity and kind of alcohol shipped, and the recipient's name and address for each shipment. A licensed logistics shipper shall submit a report to the tax commissioner on a monthly basis in the form and format prescribed by the tax commissioner. The report is due on the last day of the month following the month of shipment. If the due date falls on a Saturday, Sunday, or legal holiday, the due date is the first working day after the due date. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.
  - d. Licensed logistics shippers may not ship alcoholic beverages from unlicensed direct shippers or through unlicensed carriers. For a violation, a licensed logistics shipper is subject to the penalties in subsection 3.
8. The tax commissioner may initiate and maintain an action in a court of competent jurisdiction to enjoin a violation of this section and may request award of all costs and attorney's fees incurred by the state incidental to that action. Upon determination by the tax commissioner that an illegal sale or shipment of alcoholic beverages has been made to a consumer in this state by any person, the tax commissioner may notify both the alcohol and tobacco tax and trade bureau of the United States department of the treasury and the licensing authority for the state in which the person is domiciled that a state law pertaining to the regulation of alcoholic beverages has been violated and may request those agencies to take appropriate action.

**5-01-17. Domestic winery license.**

1. The tax commissioner may issue a domestic winery license to the owner or operator of a winery located within this state to produce wine. A domestic winery may purchase, at wholesale or retail, brandy for use of onpremises fortification. A domestic winery license may be issued and renewed for an annual fee of one hundred dollars, which is in lieu of all other license fees required by this title.
2. A domestic winery may sell wine produced by that winery at on sale or off sale, in retail lots, and not for resale, and may sell or direct ship its wine to persons inside or outside of the state in a manner consistent with the laws of the place of the sale or delivery in total quantities not in excess of twenty-five thousand gallons [94635 liters] in a calendar year; glassware; wine literature and accessories; and cheese, cheese spreads, and other snack food items. A licensee may dispense free samples of the wines offered for sale. Subject to local ordinance, sales at on sale and off sale may be made on Sundays between eight a.m. and twelve midnight. The tax commissioner may issue special events permits for not more than forty events per calendar year to a domestic winery allowing the winery, subject to local ordinance, to give free samples of its wine and to sell its wine by the glass or in closed containers, at off-premises events. A domestic winery may not engage in any wholesaling activities. All sales and deliveries of wines to any other retail licensed premises in this state may be made only through a licensed North Dakota liquor wholesaler. For any month in which a domestic

winery has made sales to a North Dakota wholesaler, that domestic winery shall file a report with the tax commissioner no later than the last day of each calendar month reporting sales made during the preceding calendar month. When the last day of the calendar month falls on a Saturday, Sunday, or legal holiday, the due date is the first working day thereafter.

3. A domestic winery may obtain a domestic winery license and a retailer license allowing the onpremises sales of alcoholic beverages at a restaurant owned by the licensee and located on property contiguous to the winery.
4. A domestic winery may purchase wine in bulk from within and outside the state, excluding label approved containers and not to exceed four thousand gallons [15142 liters] per calendar year.
5. A domestic winery is subject to section 5-03-06 and shall report and pay annually to the tax commissioner the wholesaler taxes due on all wines sold by the licensee at retail, including all wines shipped directly to consumers as set forth in sections 5-03-07 and 57-39.6-02. The annual wholesaler tax reports are due January fifteenth of the year following the year sales were made. When the fifteenth of January falls on a Saturday, Sunday, or legal holiday, the due date is the first working day thereafter. The report must provide such detail and be in a format as prescribed by the tax commissioner. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.

**5-01-18. Alcohol without liquid devices prohibited - Definition - Penalty.**

1. A person may not sell, offer to sell, purchase, possess, use, or if that person is a retail alcoholic beverage licensee, have on the premises an alcohol without liquid device. In this section, an "alcohol without liquid device" means an apparatus that is advertised, designed, or used to vaporize an alcoholic beverage to produce a vapor that may be inhaled by an individual. The term does not include an inhaler, nebulizer, atomizer, or other device that is designed and intended specifically for medical purposes to dispense prescribed or over-the-counter medications or water.
2. This section does not apply to a hospital that operates primarily for the purpose of conducting scientific research, a state institution conducting bona fide research, a private college or university conducting bona fide research, or a pharmaceutical company or biotechnology company conducting bona fide research.
3. A violation of this section is a class B misdemeanor.

**5-01-19. Domestic distillery.**

1. The tax commissioner may issue a domestic distillery license to the owner or operator of a distillery that is located within this state. A domestic distillery license may be issued and renewed for an annual fee of one hundred dollars. This fee is in lieu of all other license fees required by this title. The tax commissioner may not issue the domestic distillery license until the applicant has established that the applicant has applied for and obtained the necessary federal registrations and permits, as required under the Internal Revenue Code of 1986 [26 U.S.C. 5001 et seq.] and the federal Alcohol Administration Act [27 U.S.C. 203], for the operation of a distilled spirits plant.
2. A domestic distillery may sell spirits produced by that distillery at on sale or off sale, in retail lots, and not for resale, and may sell or direct ship its spirits to persons inside or outside the state in a manner consistent with the laws of the place of the sale or delivery in total quantities not in excess of twenty-five thousand gallons [94635 liters] in a calendar year. Direct sales within this state are limited to two and thirty-eight hundredths gallons [9 liters] or less per month per person for personal use and not for resale. The packaging must conform with the labeling requirements in section 5-01-16. A licensee may dispense free samples of the spirits offered for sale. Subject to local ordinance, sales at on sale and off sale may be made on Sundays between eight a.m. and twelve midnight. A domestic distillery may hold events inside and outside its premises, but only on contiguous property under common ownership, allowing free samples of its spirits and to sell its spirits by the glass or in closed containers. The tax

commissioner may issue special event permits for not more than forty events per calendar year to a domestic distillery allowing the domestic distillery, subject to local ordinance, to give free samples of its product and to sell its product by the glass or in closed containers, at off-premises events. A domestic distillery may not engage in any wholesaling activities. Except as provided by section 5-01-19.1, all sales and deliveries of spirits to any other retail licensed premises in this state may be made only through a licensed North Dakota liquor wholesaler. However, a domestic distillery may sell distilled spirits to a domestic winery if the distilled spirits were produced from products provided to the domestic distillery by the domestic winery. No later than the last business day of a calendar month, a farm distillery that has made sales to a North Dakota wholesaler during the preceding calendar month shall file a report with the tax commissioner reporting those sales.

3. A domestic distillery may obtain a domestic distillery license and a retailer license allowing the onpremises sale of alcoholic beverages at a restaurant owned by the licensee and located on property contiguous to the domestic distillery. A domestic distillery also may own or operate a winery.
4. A domestic distillery is subject to section 5-03-06 and shall report and pay annually to the tax commissioner the wholesaler taxes due on all spirits sold by the licensee at retail or to a retail licensee, including all spirits shipped directly to consumers as set forth in sections 5-03-07 and 57-39.6-02. The annual wholesaler tax reports are due January fifteenth of the year following the year sales were made. The report must provide the detail and be in a format as prescribed by the tax commissioner. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.

**5-01-19.1. Direct sale by domestic distilleries.**

1. A domestic distillery that produces no more than twelve thousand proof gallons [45425 liters] of spirits per year may sell and deliver, onsite or offsite, the spirits produced by the distillery directly to licensed retailers. The distillery may sell and deliver spirits onsite to a licensed retailer that presents the retailer's license or a photocopy of the license. The distillery may deliver the spirits offsite if the distillery:
  - a. Uses the distillery's equipment, trucks, and employees to deliver the spirits;
  - b. Contracts with a licensed distributor to ship and deliver the spirits to the retailer;  
or
  - c. Contracts with a common carrier to ship and deliver the spirits to the retailer directly from the distillery or the distillery's warehouse.
2. The total amount of spirits each domestic distillery may sell or deliver directly to all licensed retailers may not exceed two hundred cases per year. Individual shipments delivered by common carrier may not exceed three cases a day for each licensed retailer. A case may not exceed two and thirty-eight hundredths gallons [9 liters].
3. As used in this section, "proof gallon" means a gallon [3.79 liters] of liquid at sixty degrees Fahrenheit [15.5 degrees Celsius] which contains fifty percent ethyl alcohol by volume or its equivalent.

**5-01-19.2. Manufacturing distillery - Satellite locations.**

1. The tax commissioner may issue a manufacturing distillery license to the owner or operator of a distillery located within this state which uses a majority of North Dakota farm products to manufacture and sell spirits produced on the premises. A manufacturing distillery license may be issued and renewed for an annual fee of one hundred dollars. This fee is in lieu of all other license fees required by this title. The tax commissioner may not issue the manufacturing distillery license until the applicant has established the applicant has applied for and obtained the necessary federal registrations and permits, as required under the Internal Revenue Code of 1986 [26 U.S.C. 5001 et seq.] and the federal Alcohol Administration Act [27 U.S.C. 203], for the operation of a distilled spirits plant.

2. A manufacturing distillery may sell spirits produced by that distillery at off sale, in retail lots, and not for resale, and may sell or direct ship its spirits to persons inside or outside the state in a manner consistent with the laws of the place of the sale or delivery in total quantities not in excess of forty thousand gallons [151416 liters] in a calendar year.
  - a. Direct sales within this state are limited to two and thirty-eight hundredths gallons [9 liters] or less per month per person for personal use and not for resale. The packaging must conform with the labeling requirements in section 5-01-16. A licensee may dispense free samples of the spirits offered for sale. Subject to local ordinance, sales at off sale may be made on Sundays between twelve noon and twelve midnight.
  - b. A manufacturing distillery may hold events inside its premises and at its satellite location. The tax commissioner may issue event permits for not more than forty event days per calendar year to a manufacturing distillery to allow the manufacturing distillery, subject to local ordinance, to give free samples of its product and to sell its product by the glass or in closed containers at events on the premises, off the premises, and at its satellite location.
  - c. A manufacturing distillery may not engage in any wholesaling activities. Except as provided by section 5-01-19.1, all sales and deliveries of spirits to any other retail licensed premises in this state may be made only through a licensed North Dakota liquor wholesaler. However, a manufacturing distillery may sell distilled spirits to a domestic winery if the distilled spirits were produced from products provided to the manufacturing distillery by the domestic winery.
3.
  - a. As used in this subsection, "samples" means the serving of free tastings of a manufacturing distillery's products not to exceed six ounces [0.18 liter] of spirits per individual per day.
  - b. A manufacturing distillery may operate one satellite location in addition to its licensed premises for the purpose of providing samples and on sale or off sale retail sales.
    - (1) The spirits sampled or sold at the satellite location must be produced by the manufacturing distillery.
    - (2) A manufacturing distillery may not produce any spirits at the satellite location.
    - (3) An event permit issued to a manufacturing distillery in accordance with subsection 2 for an indoor or outdoor event held at its satellite location does not count towards the forty event days per calendar year allowed under subsection 2. The manufacturing distillery may offer free samples of its spirits and may sell its spirits by the glass or in closed containers at the event held at the satellite location.
    - (4) The satellite location must be owned or leased by the manufacturing distillery licensee.
    - (5) A manufacturing distillery may not engage in wholesaling activities at its satellite location.
  - c. A manufacturing distillery shall obtain a satellite location license from the tax commissioner before operating a satellite location. The tax commissioner may issue and renew a satellite location license for an annual fee of one hundred dollars. This fee is in addition to all other license fees required by this title.
  - d. A manufacturing distillery is liable for any violation of alcohol or licensing requirements committed on the premises of its satellite location.
4. A person may not hold a manufacturing distillery license and a domestic distillery license.
5. A manufacturing distillery may obtain a manufacturing distillery license and a retailer license allowing the on-premises sale of alcoholic beverages at a restaurant owned by the licensee and located at the manufacturing distillery's satellite location.
6. A manufacturing distillery is subject to section 5-03-06 and shall report and pay annually to the tax commissioner the wholesaler taxes due on all spirits sold by the

licensee at retail or to a retail licensee, including all spirits shipped directly to consumers as set forth in sections 5-03-07 and 57-39.6-02. The annual wholesaler tax reports are due January fifteenth of the year following the year sales were made. The report must provide the detail and be in a format as prescribed by the tax commissioner. The tax commissioner may require the report to be submitted in an electronic format approved by the tax commissioner.

**5-01-20. Direct sale by licensed wineries.**

1. A licensed winery that produces no more than twenty-five thousand gallons [94635 liters] of wine per year may sell and deliver, onsite or offsite, the wine produced by the winery directly to licensed retailers. The licensed winery may sell and deliver wine onsite to a licensed retailer who presents the retailer's license or a photocopy of the license. The winery may deliver the wine offsite if the winery:
  - a. Uses the winery's equipment, trucks, and employees to deliver the wine;
  - b. Contracts with a licensed distributor to ship and deliver the wine to the retailer; or
  - c. Contracts with a common carrier to ship and deliver the wine to the retailer directly from the winery or the winery's bonded warehouse.
2. The shipments delivered by a winery's equipment, trucks, and employees in a year may not exceed four thousand five hundred cases. A case may not exceed 2.38 gallons [9 liters].
3. Individual shipments delivered by common carrier may not exceed three cases a day for each licensed retailer. The shipments delivered by a common carrier in a year may not exceed three thousand five hundred cases. A case may not exceed 2.38 gallons [9 liters].

**5-01-21. Brewer taproom license.**

1. The tax commissioner may issue multiple brewer taproom licenses to the owner or operator of a brewery producing no more than twenty-five thousand barrels of malt beverages annually. A brewer with multiple taproom licenses must produce malt beverages at each location and the total amount of malt beverages produced at all locations combined may not exceed twenty-five thousand barrels of malt beverages annually. Each brewer taproom license may be issued and renewed for an annual fee of five hundred dollars, which is in lieu of all other state license fees required by this title. All provisions of this chapter which apply to a retail license must apply to a license issued under this section unless the provision is explicitly inconsistent with this section.
2. A brewer holding a brewer taproom license may:
  - a. Manufacture on the licensed premises, store, transport, sell, and export no more than twenty-five thousand barrels of malt beverages annually.
  - b. Sell malt beverages manufactured on the licensed premises or through a contract for consumption on the premises of the brewery or a restaurant owned by the licensee and located on property contiguous to the brewery.
  - c. Sell beer manufactured on the licensed premises or through a contract for off premises consumption in brewery-sealed containers of not more than five and sixteen-hundredths gallons [19.53 liters].
  - d. Sell and deliver beer produced by the brewery to licensed beer wholesalers.
  - e. Dispense free samples of beer offered for sale. Complimentary samples of beer may not be in an amount exceeding sixteen ounces [.47 liter] per patron.
  - f. Sell and deliver beer produced by the brewery to licensed retailers within the state, but only if:
    - (1) The brewer uses the brewer's own equipment, trucks, and employees to deliver the beer;
    - (2) Individual deliveries, other than draft beer, are limited to the case equivalent of eight barrels per day to each licensed retailer;
    - (3) The total amount of beer sold or delivered directly to all retailers does not exceed ten thousand barrels per year; and



- e. Each brewer is separately and distinctly responsible for compliance with this chapter.

**5-01-22. Powdered alcohol products prohibited - Penalty - Exceptions.**

1. As used in this section, "powdered alcohol product" means any alcohol prepared or sold in a powder form for either direct use or reconstitution in a liquid beverage or food.
2. A person may not sell, offer to sell, purchase, offer to purchase, possess, or consume a powdered alcohol product.
3. A violation of this section is a class B misdemeanor.
4. This section does not apply to the use of powdered alcohol products for research by a:
  - a. Health care provider that operates primarily for the purpose of conducting scientific research;
  - b. State institution;
  - c. Private college or university; or
  - d. Pharmaceutical or biotechnology company.

**CHAPTER 5-02  
RETAIL LICENSING**

**5-02-01. State and local retail license required - Penalty - Exception.**

1. Except as otherwise provided in section 5-02-01.1, any person engaging in the sale of alcoholic beverages at retail without first securing an appropriate license from the attorney general and a local license from the governing body of any city, or if the business is located outside the corporate limits of a city, the board of county commissioners or the governing body of an Indian tribe, as the location requires, is guilty of a class A misdemeanor.
2. This section does not apply to public carriers engaged in interstate commerce.
3. This section does not apply to a nonprofit organization that sells an alcoholic beverage as part of a fundraising activity. As used in this subsection, fundraising activity includes an auction, raffle, or other prize contest for which consideration is given. If the alcoholic beverage is sold as part of a fundraising event, the sale may not be for consumption at that event.

**5-02-01.1. Event permit authorized - Penalty.**

1. The local governing body may by permit authorize a qualified alcoholic beverage licensee licensed under this chapter to engage in the sale of alcoholic beverages at events designated by the permit. For purposes of this section, "qualified alcoholic beverage licensee" means a licensee in a city that imposed a city lodging and restaurant tax on July 31, 1993, who paid the tax and who continues to pay any such tax imposed by the city or a licensee in a county, a licensee in a city that did not impose a city lodging and restaurant tax on July 31, 1993, or a tribal licensee. A fee for the local permit may be set by ordinance or resolution at not more than twenty-five dollars. The permit may not be valid for a period greater than fourteen days and may include Sundays. The local governing body may establish rules to regulate and restrict the operation of an event permit. Any person that dispenses, sells, or permits the consumption of alcoholic beverages in violation of this section or the conditions of a permit is guilty of a class B misdemeanor.
2. The local governing body may authorize an individual under twenty-one years of age to attend the event but may not authorize the consumption or possession of an alcoholic beverage by an individual under twenty-one years of age.

**5-02-02. Qualifications for license.**

A retail license may not be issued to any person unless the applicant files a sworn application, accompanied by the required fee, showing the following qualifications:

1. The applicant, other than an organization, must be a legal resident of the United States and be a person of good moral character.
2. If the applicant is:
  - a. A corporation, then:
    - (1) The manager of the licensed premises and the officers and directors must be legal residents of the United States and persons of good moral character; and
    - (2) The shareholders:
      - (a) Who are individuals, must be legal residents of the United States and of good moral character; and
      - (b) Which are organizations, must meet the requirements of this section for applicants which are organizations.
  - Corporate applicants must first be properly registered with the secretary of state.
  - b. A limited liability company, then:
    - (1) The manager of the licensed premises and the managers and governors must be legal residents of the United States and of good moral character.
    - (2) The members:

- (a) Who are individuals, must be legal residents of the United States and of good moral character; and
    - (b) Which are organizations, must meet the requirements of this section for applicants that are organizations.
  - (3) The applicant must first be properly registered with the secretary of state.
- c. A limited partnership, then:
  - (1) The manager of the licensed premises must be a legal resident of the United States and of good moral character.
  - (2) The general partners and limited partners:
    - (a) If individuals, must be legal residents of the United States and of good moral character; and
    - (b) If organizations, must meet the requirements of this section for applicants that are organizations.
  - (3) The applicant must first be properly registered with the secretary of state.
- d. A general partnership, then:
  - (1) The manager of the licensed premises must be a legal resident of the United States and of good moral character; and
  - (2) The partners:
    - (a) Who are individuals, must be legal residents of the United States and of good moral character; and
    - (b) Which are organizations, must meet the requirements of this section for applicants that are organizations.
- e. A limited liability partnership, then:
  - (1) The manager of the licensed premises must be a legal resident of the United States and of good moral character; and
  - (2) The partners:
    - (a) Who are individuals, must be legal residents of the United States and of good moral character; and
    - (b) Which are organizations, must meet the requirements of this section for applicants that are organizations.

Limited liability partnership applicants must first be properly registered with the secretary of state.
- 3. The applicant or manager must not have been convicted of an offense determined by the attorney general to have a direct bearing upon an applicant's or manager's ability to serve the public as an alcoholic beverage retailer, or, following conviction of any offense, is determined not to be sufficiently rehabilitated under section 12.1-33-02.1.
- 4. The building in which business is to be conducted must meet local and state requirements regarding the sanitation and safety.
- 5. The applicant for a state license must have first secured a local license.
- 6. The attorney general, or local governing body, may require the applicant to set forth such other information in the application as necessary to enable them to determine if a license should be granted.
- 7. The applicant may not have any financial interest in any wholesale alcoholic beverage business.
- 8. As a condition precedent to a background check, the attorney general may require the applicant to pay, in advance, an estimated additional fee necessary to defray the actual cost of a background check of a person for whom adequate background information sources are not readily available. The estimated additional fee must be placed in the attorney general's refund fund for use to defray the actual expenses of the background check. The remainder of the funds must be returned to the person within thirty days of the conclusion of the background check. In addition, the attorney general may require the applicant or such other person subject to a background check to execute a written consent if needed by the attorney general to obtain background or criminal history information.

**5-02-02.1. Sale of alcoholic beverages in gas stations, grocery stores, and convenience stores.**

Before a state retail off sale alcoholic beverage license may be issued to a person whose business to be licensed is located in a building that is primarily a gas station, grocery store, or convenience store, the area to be licensed for the sale of alcoholic beverages must be clearly set out in a blueprint or diagram. The area licensed for the sale of alcoholic beverages must be separated from the nonlicensed portion of the business by a wall designed to allow sales personnel to serve customers and make sales in both the licensed and unlicensed portions of the premises, and that may allow customers in either portion of the premises access to the other portion.

**5-02-03. Local license fees.**

The fee for an annual local on and off sale liquor license must be set by ordinance or resolution at not less than two hundred dollars nor more than two thousand dollars, except outside the corporate limits of a city the fee shall not exceed one thousand dollars. The fee for an annual on and off sale local beer license must be set by ordinance or resolution at not less than fifty dollars nor more than five hundred dollars. The fee for an annual local exclusive on sale liquor license must be set by ordinance or resolution at not less than two hundred dollars nor more than two thousand dollars, except outside the corporate limits of a city the fee must not exceed one thousand dollars. The fee for an annual local exclusive on sale local beer license must be set by ordinance or resolution at not less than fifty dollars nor more than five hundred dollars. The fee for an annual local exclusive off sale beer or off sale liquor license must not be more than the fee charged for an on and off sale license. The local governing body may by ordinance or resolution provide for issuance of licenses for any period not to exceed one year and may allow for proration and refunds of license fees. In addition to any other license fee permitted by this section, a license fee may be increased by not more than five dollars for each Sunday the licensee sells alcoholic beverages.

**5-02-04. State license fee.**

The fee for an annual state beer or liquor license is fifty dollars each, except in cities over five hundred population at the last federal decennial census, the fee is one hundred dollars for each license. The fee for an annual state license will be charged on a calendar-year basis. License fees will be prorated from the first day of the month in which the license is issued up to the last day of the month in which such license expires, except that no license fee will be less than twenty-five dollars. A reinstatement fee of one hundred dollars is required in addition to the annual license fee for each license renewal applied for after December thirty-first.

**5-02-05. Dispensing prohibited on certain days - Penalty.**

A person may not dispense or permit the consumption of alcoholic beverages on a licensed premises between two a.m. and eight a.m., on Christmas Day, or after six p.m. on Christmas Eve. In addition, a person may not provide off sale after two a.m. on Thanksgiving Day or between two a.m. and eight a.m. on Sundays. A person that violates this section is guilty of a class A misdemeanor.

**5-02-05.1. Sunday alcoholic beverage permit - Penalty.**

Repealed by S.L. 2017, ch. 104, § 2.

**5-02-05.2. Local approval of Sunday beer and wine sales by eating establishments - Fee.**

Repealed by S.L. 1993, ch. 63, § 6.

**5-02-06. Prohibitions for individuals under twenty-one years of age - Penalty - Exceptions.**

1. Except as permitted in this section, a licensee who dispenses alcoholic beverages to an individual under twenty-one years of age, or who permits an individual under

- twenty-one years of age to remain on the licensed premises while alcoholic beverages are being sold or displayed, is guilty of a class A misdemeanor, subject to sections 5-01-08, 5-01-08.1, and 5-01-08.2.
2. An individual under twenty-one years of age may enter and remain on a licensed premises while alcohol is being sold or displayed, at the discretion of the owner of the licensed premises, if:
    - a. The individual is accompanied by a parent or guardian who is twenty-one years of age or older. For purposes of this section, "guardian" means an individual who has the legal responsibility for the health and well-being of the individual under twenty-one years of age;
    - b. The individual is on the premises to consume a meal or in an emergency situation;
    - c. The premises serves at a tabletop, food that is prepared in a kitchen with at least an indoor grill;
    - d. The individual is not on the licensed premises after ten p.m.; and
    - e. The owner of the licensed premises receives permission of the local licensing authority for individuals to be on the premises as allowed under this section and the licensed premises is located in a city with a population of one thousand five hundred or fewer people, or the licensed premises is not located in a city.
  3.
    - a. At the discretion of the owner of the licensed premises, an individual under twenty-one years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the restaurant designated for the opening or mixing of alcoholic beverages if the individual:
      - (1) Is accompanied by a parent or guardian;
      - (2) Is not seated at or within three feet [0.91 meters] of the bar counter; and
      - (3) Does not enter or remain in the designated area after ten p.m.
    - b. At the discretion of the owner of a brewer taproom licensed under section 5-01-21, an individual under twenty-one years of age may be permitted to enter and remain in the brewer taproom if:
      - (1) The brewer taproom is connected to or contracts with an establishment, including a mobile food unit, at which food is prepared and available for purchase to be consumed in the brewer taproom and which is connected to or located at the brewer taproom and receives the majority of its gross sales from the sale of food; and
      - (2) The individual:
        - (a) Is accompanied by the individual's parent or guardian;
        - (b) Is not seated at or within three feet [0.91 meters] of the bar counter; and
        - (c) Does not enter or remain in the brewer taproom after ten p.m. or during any time that food is not available for consumption as provided in paragraph 1.
    - c. An individual under twenty-one years of age may be permitted to remain in a restaurant where alcoholic beverages are being sold if the restaurant is separated from the designated area in which alcoholic beverages are opened or mixed and gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area, or if the individual is employed by the restaurant as a food waiter, food waitress, busboy, or busgirl under the direct supervision of an individual twenty-one years of age or older and is not engaged in the sale, dispensing, delivery, or consumption of alcoholic beverages.
    - d. For purposes of this subsection, "mobile food unit" means a vehicle-mounted food service establishment designed to be readily movable from which a vendor prepares, cooks, sells, or serves food or beverages for immediate consumption.
  4. An individual under twenty-one years of age may enter and remain on the licensed premises if the individual is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering, or consuming alcoholic beverages; if the individual is a law enforcement

officer or other public official who enters the premises in the performance of official duty; or if the individual enters the licensed premises for training, education, or research purposes under the supervision of an individual twenty-one or more years of age with prior notification of the local licensing authority.

5. An individual under twenty-one years of age may attend an event where alcoholic beverages are sold in accordance with the conditions of an event permit issued pursuant to section 5-02-01.1.
6. A restaurant may employ an individual who is eighteen years of age or older but under twenty-one years of age as provided in subsection 3 to serve and collect money for alcoholic beverages, if the individual is under the direct supervision of an individual twenty-one or more years of age, but may not be engaged in mixing, dispensing, or consuming alcoholic beverages. Any establishment that sells alcoholic beverages may employ an individual from eighteen to twenty-one years of age to work on the premises as a musician, disc jockey, or entertainer, or to perform duties directly related to working as a musician, disc jockey, or entertainer if the individual is under the direct supervision of an individual twenty-one or more years of age.
7. For purposes of this section, an individual is not twenty-one years of age until eight a.m. on that individual's twenty-first birthday.
8. If an individual is convicted of this section, the court shall consider the following in mitigation:
  - a. After consuming the alcohol, the underage individual was in need of medical assistance as a result of consuming alcohol; and
  - b. Within twelve hours after the underage individual consumed the alcohol, the defendant contacted law enforcement or emergency medical personnel to report that the underage individual was in need of medical assistance as a result of consuming alcohol.

**5-02-06.1. Evidence of an individual under twenty-one years of age in a licensed premises - Proof of identification - Refusal - Penalty.**

1. If a peace officer has reasonable and articulable suspicion that an individual under the age of twenty-one is in a licensed premises for a purpose prohibited under section 5-02-06, the peace officer may request the individual to furnish a nondriver photo identification card or an operator's license to verify the individual's age.
2. An individual who refuses to provide proof of identification upon request is guilty of an infraction.
3. If an individual charged with an infraction under this section produces a nondriver photo identification card or an operator's license before the final disposition of the infraction establishing the individual was twenty-one years of age or older at the time of the peace officer's request to furnish identification, the prosecuting attorney shall dismiss the infraction against the individual.

**5-02-07. Sale of other items restricted - Penalty.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-02-07.1. Sale of alcoholic beverages in exchange for goods prohibited.**

Any licensee engaged in the retail sale of alcoholic beverages who accepts goods, chattels, or other tangible personal property, other than money, checks, legal tender, negotiable instruments, or other evidences of debt, in exchange for any alcoholic beverages is guilty of a class B misdemeanor.

**5-02-07.2. Sale of beer in kegs - Registration and marking required.**

1. Any retail alcoholic beverage licensee who sells beer in a container with a liquid capacity greater than six gallons [22.71 liters] must place the licensee's state retail alcoholic beverage license number on the container and also must mark the container with a "registration" number or letters, or both, unique to that container. The paint or

ink used to mark the containers or other manner of marking the containers must be approved by the attorney general.

2. Whenever a retail alcoholic beverage licensee sells beer in a container with a liquid capacity greater than six gallons [22.71 liters], the licensee shall record the date of sale and the name, address, and driver's license number or number of other official state or military identification card of the person to whom the beer is sold, together with the signature, and registration number, or letters of the container, or both. Such records must be retained for a period of no less than six months and must be kept on the licensed premises of the retail establishment where the sales are made.
3. Each retail alcoholic beverage licensee shall permit any law enforcement officer to inspect the records required to be kept pursuant to this section during times the retail establishment is normally open for business or at other reasonable times.
4. This section does not apply to the sale of beer in a container by a retail alcoholic beverage licensee if the contents of the container are consumed on the licensed premises where the sale occurred.

**5-02-08. Disorderly conduct prohibited - Penalty.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-02-09. Local regulations.**

The local governing body by ordinance or resolution may regulate or restrict the operation of licensees, including among other things determining the number of licenses to be granted, establishing health and safety standards for licensed premises, setting of hours, regulation of open door policies by fraternal organizations or private clubs, and regulation of dancing or various forms of entertainment on the premises.

**5-02-09.1. Attorney general to adopt rules.**

The attorney general pursuant to chapter 28-32 shall adopt rules necessary to carry out the provisions of this chapter.



**5-02-10. Hearing on alleged violations.**

1. If a person has information that a licensed retailer of alcoholic beverages has violated any provision of this title, the person may file with the attorney general, city attorney, or state's attorney an affidavit specifically explaining the violation within fourteen days of the date of the alleged violation.
2. If a person timely files an affidavit under subsection 1, the city attorney or state's attorney shall set the matter for hearing not later than the next regular meeting of the local governing body or forward the affidavit to the attorney general.
3. If a person timely files an affidavit under subsection 1, the attorney general shall set the matter for hearing in the local county courthouse not less than ten days after copies of the affidavit and notice of hearing have been mailed to the licensee by registered mail.
4. If the hearing is held by the local governing body, a copy of the affidavit and notice of hearing must be mailed to the licensee by registered mail not less than five days before the hearing.
5. A hearing conducted under this section must be recorded by stenographic notes or the use of an electronic recording device.

**05-02-10.1. Violations - Alcohol server training.**

For a first violation taken against the retail licensee by a licensing authority for serving alcoholic beverages, the licensing authority shall accept as a mitigating factor the retail licensee provided to the licensee's employees alcohol server training that addressed intoxication, drunk driving, and underage drinking, as approved by the licensing authority. Under this section, a mitigating factor must result in a lesser punishment than the retail licensee would have received if not for the mitigating factor.

**5-02-11. Suspension or revocation of license - Appeal.**

If after such hearing the attorney general or local governing body finds the violation charged in the affidavit has been proved by the evidence, an order must be served on the licensee revoking or suspending the licensee's license for a period of time. Such action may be appealed to the district court by following the appeal procedure set forth in chapter 28-32, except that the order revoking or suspending the license is inoperative while the appeal is pending.

**5-02-12. Witnesses - Subpoena - Fees.**

The attorney general or a member of the local governing body has the power to administer oaths and subpoena and examine witnesses. Any witness called by the prosecution, except a peace officer while on duty, shall receive the same fees and mileage as a witness in a civil case in district court.

**5-02-13. Removal of wine from restaurant.**

If a full bottle of wine has been opened and the contents partially consumed, a retail alcoholic beverage licensee whose gross sales of food are at least thirty percent of the gross sales of alcoholic beverages consumed on the premises may permit an individual purchasing the bottle to remove the bottle when leaving the licensed premises if the licensee reseals the bottle with a seal that must be made conspicuously inoperative to reopen the bottle, and places a receipt of sale with the bottle. The removal of the bottle under these conditions is not an off sale of wine and is permitted without an additional license.



# AUDITOR'S OFFICE

## AUDITOR'S OFFICE

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108  
Phone: 701.241.8108 | Fax: 701.241.8184  
[FargoND.gov](http://FargoND.gov)

April 9, 2026

8

To: Board of City Commissioners  
From: Angie Bear, City Clerk/Deputy City Auditor  
Re: Liquor Compliance Violation – Chili's

It is alleged an employee at this licensed establishment served a person under the age of 21 an alcoholic beverage in violation of North Dakota Century Code and/or Fargo Municipal Code. An affidavit detailing the offense was timely sent to the City Attorney Ian McLean. Notice of the hearing was sent to the licensee as required under law.

Historically, alcohol compliance violations were first presented to the LCB (Liquor Control Board) for consideration before proceeding to the City Commission. However, last summer the state amended the North Dakota Century Code (NDCC § 5-02-10). As part of the amendments, there are new timelines and noticing requirements that requires the LCB be bypassed in some liquor compliance failures.

### Recommended Motion

**Find a liquor compliance violation occurred and impose a penalty as required under statute or ordinance with consideration of any required mitigating factors.**

City of Fargo,  vs.  Chili's – 3902 13 <sup>th</sup> Ave. S. Fargo, ND	Affidavit/Declaration of Officer Layman
--	---

1. My name is Shelby Layman. I am a Fargo Police Officer. I am over 18 years of age. I am competent to make this declaration/affidavit.

2. In conjunction with the Fargo Cass Public Health, alcohol compliance checks were held on March 27, 2026.

3. As part of the compliance checks, a person or persons under the age of 21, while under supervision of the Fargo Police, enters a liquor establishment and request alcohol.

4. At approximately 6:30 pm, I (Officer Shelby Layman), Officer Avery Jensen, and two persons under 21 (EL(age 19) and JA(age 18)), went to Chili's, located at 3902 13<sup>th</sup> Ave. S. Fargo, ND. Chili's has a license with the City of Fargo to sell alcohol and is subject to compliance checks.

5. The four of us sat down at a table inside of Chili's. Breanna Hackley was our server. EL ordered a High Noon, an alcoholic drink. JA ordered a specialty alcoholic drink. Breanna asked for and received both of their valid IDs. Since they are under 21, the IDs are vertical. The date of birth also indicated they were under 21. Breanna provided each alcoholic drink to EL and JA. Breanna was provided a citation for the offense.

6. I write this affidavit/declaration pursuant to North Dakota Century Code section 5-2-10.

7. I declare, under penalty of perjury, under the law of North Dakota, that the foregoing is true and correct.

8. Date: 4/2/20

9. Name (printed): Shelby Layman

10. Name (signed): 

11. Location signed (city and state):: Fargo, ND

March 30, 2026

Angie Bear  
City Clerk/Deputy City Auditor  
City of Fargo  
225 4<sup>th</sup> Street N  
Fargo, ND 58102

Dear Mrs. Bear:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Friday March 27, 2026. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

**Chili's**  
**3902 13t Ave S**  
**FARGO ND 58103**

This information is provided for your review. If you have any questions, please contact me at 701-241-1367.

Cordially,



Cheryl Stetz  
Community Health Educator

Cc: Fargo Police Department  
Chili's



AUDITOR'S  
OFFICE

AUDITOR'S OFFICE

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

FargoND.gov

April 7, 2026

Chili's Grill & Bar  
3902 13<sup>th</sup> Ave SW  
Fargo, ND 58103

Re: Compliance Check Failure

Dear Licensee:

Please take notice that the Fargo Police have provided the Fargo City Attorney an affidavit (attached) which alleges you (licensee) have violated a provision of North Dakota Century Code: Title 5, related to serving alcohol to a minor. Therefore, a hearing is being scheduled pursuant to section 5-2-10 of the North Dakota Century Code and Fargo Municipal Code.

The City Commission will meet on April 13, 2026 at 5:00 p.m. in the City Commission Chambers of City Hall, 225 4<sup>th</sup> Street North, Fargo ND to consider the violation.

If, after such hearing, the city commission finds the violation charged in the affidavit has been proved by the evidence, an order must be served on the licensee which imposes administrative penalties, and/or revokes or suspends the licensee's license for a period of time.

The order may be appealed to the district court by following the appeal procedure set forth in chapter 28-32 of the North Dakota Century Code, except that the order revoking or suspending the license is inoperative while the appeal is pending

As a liquor license holder, you are being provided this notice in conformance with the North Dakota Century Code and Fargo Municipal Code. As license holder you have the right to be present and heard at this meeting.

If you have any questions, feel free to call me at 701.241.1301.

Sincerely

Angie Bear

City Clerk/Deputy City Auditor

COPY

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

All licenses issued under the provisions of this article, unless otherwise specifically provided, shall terminate one year from following the date of issuance; provided, however, that any license issued under the provisions of this article may, under certain circumstances, terminate automatically or may be terminated, suspended or revoked by the commission.

- A. Any license issued under the provisions of this article shall automatically terminate:
1. Upon the death of the licensee unless, upon application to the commission by the personal representative of the decedent, the commission shall consent to the carrying on of such business by the personal representative. Said application must be submitted to the commission within 30 days of the licensee's death.
  2. When the licensee, for any reason, ceases business at the licensed premises, except as permitted in accordance with § 25-1507(H) of this article. Business shall be deemed to have ceased upon occurrence of any of the following:
    - a. When no sale of alcoholic beverages occurs on the licensed premises for a period of at least 30 consecutive business days; or
    - b. When alcoholic beverages are not sold on the licensed premises on at least 15 of any 60 consecutive business days; or
    - c. When the licensed premises are not open for normal business for at least 180 hours in any 60 consecutive business days;provided, however, upon written request of the licensee, the commission, in its discretion and for good cause shown, may extend the date upon which business shall be deemed to have ceased. Any extension granted pursuant to the licensee's request shall be subject to review every six (6) months. The commission reserves the right to deny any extension request.
  3. When any license or permit of the licensee from the United States government or state of North Dakota to sell alcoholic beverages at the licensed premises has terminated or been revoked.
  4. As to any license issued from and after June 1, 2014, when an ownership transfer has occurred except as are excepted under section 25-1508 subs. K.
- B. The commission may, in its discretion, suspend or revoke for cause any license issued under the provisions of this article. The grounds for suspension or revocation shall, among others, include the following:
1. The licensee has filed a petition in bankruptcy.
  - 2.

An individual licensee, one of the partners in a partnership licensee, or one of the officers in a corporation licensee, or any individual in active management of the licensed business is convicted of violating any of the provisions of this article.

3. The licensee has been convicted of a felony under the laws of the United States or under the laws of one of the several states.
  4. The business of the licensee, at the location licensed, is conducted in such a manner as to be in violation of the health and sanitary regulations of the city of Fargo.
  5. The licensee has made any false statement in his application for a license.
  6. The licensee conducts his business in a manner which results in, encourages or is conducive to the creation of disturbances of the peace, disorderly conduct or any other violations of federal, state and/or city laws.
- C. The grounds enumerated in subsection (B) above of this section shall not be deemed to be exclusive and any license issued under the provisions of this article may be suspended or revoked by the commission for any other reason deemed by the commission to be sufficient in order to promote and protect the public health, safety, morals and general welfare of the people of the city of Fargo. When any license is suspended or revoked by the commission pursuant to the provisions of this section, or when the licensee voluntarily ceases business, no portion of the license fee previously paid shall be returned to the licensee or to anyone claiming under or through him.
- ✱ D. Penalties for failing compliance checks conducted by the Fargo police department are as follows:
1. First offense - \$500 penalty.
  2. Second offense - \$750 penalty.
  3. Third offense - \$1,000 penalty - for Class "AB", "A" and "B" license holders, one day suspension of license (liquor sales only) with the date selected by licensee within thirty (30) days of either occurrence of the offense or final decision upon appeal. For all other classes of liquor licenses, two days suspension of liquor sales only.
  4. Fourth offense - no monetary penalty - for Class "AB", "A" and "B" license holders, three days in one week suspension of liquor license (liquor sales only) on consecutive dates chosen by licensee requiring the business to be closed. For all other classes of liquor licenses, six consecutive days suspension of liquor sales only. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.
  5. Fifth offense - no monetary penalty - for Class "AB", "A" and "B" license holders, seven consecutive day suspension of license (liquor sales only) with the dates selected by licensee requiring the business to be closed for liquor sales. For all other classes of liquor

licenses, fourteen consecutive days suspension of liquor sales only, such suspension to be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.

6. Sixth offense - no monetary penalty - for Class "AB", "A" and "B" license holders, ten consecutive day suspension of license (liquor sales only) with the dates selected by licensee requiring the business to be closed for liquor sales. For all other classes of liquor licenses, twenty consecutive days suspension of liquor sales only, such suspension to be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.

7. Seventh offense - no monetary penalty - revocation of liquor license.

The foregoing penalties for failing compliance checks will be those offenses occurring within a one-year period. Said one-year period commences to run and is calculated (365 days) from the first offense by the licensee. The city of Fargo police department, in conjunction with its designee, will make a reasonable effort to conduct up to four compliance checks a year at each licensed liquor serving establishment in the city. In the event a licensed establishment fails to pass compliance checks during such visits, the same may result in additional compliance checks being conducted at that establishment during the year.

E. For those businesses with liquor licenses requiring a food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio), there shall be an audit at least once every three (3) years (one-third of the licensees each year) provided, however, that subject businesses obtaining a new license and businesses that transfer an existing license to new owners shall be subject to an audit 12 months after obtaining or transferring of the license. The city of Fargo shall pay the cost of the audit if the business is in compliance with the required food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio). The liquor licensee shall, however, pay for the cost of the audit of the business is not in compliance with the required food-to-alcohol sales ratio (or in the case of an FA-ENTERTAINMENT or RZ-V licensee, a food and business income to alcohol sales ratio).

Penalties for failed audits shall be as follows:

1. First offense - six month probationary period to come into compliance to be followed by a second audit establishing compliance. Sale and consumption of alcoholic beverages shall be discontinued at 1:00 a.m. for such time as the length of any probationary period. Yearly audits for the next two years to be paid for by the liquor licensee.
2. Second offense - thirty days suspension of liquor license not requiring closure of the business which may remain open for food sales. Yearly audits for the next two years to be paid for by the liquor licensee.

3. Third offense - revocation of license.

F. Administrative penalties for violation of section 25-1509.2 are as follows:

1. First offense: \$500 administrative penalty.
2. Second offense: \$1,000 administrative penalty, plus a one-day suspension of alcoholic beverage license to be determined by liquor control board. For Class "AB", "A" and "B" license holders, one day suspension of license (liquor sales only) with the date selected by licensee. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.
3. Third offense: \$2,000 administrative penalty, plus a two-day day suspension of alcoholic beverage license to be determined by liquor control board. For Class "AB", "A" and "B" license holders, two days in one week suspension of liquor license (liquor sales only) on consecutive dates chosen by licensee requiring the business to be closed. Such suspension shall be within thirty (30) days of either the occurrence of the offense or final decision upon appeal.
4. Fourth offense: Revocation.

Any suspension of alcoholic beverage license provided for herein shall relate to liquor sales only so that food sales could, if applicable, continue on the licensed premises.


The level of offense shall be determined by reference to an 18-month period from the first offense by licensee. A second offense occurring more than 18-months after a first offense would be deemed a first offense.

It is the intent of this ordinance that no multiple offenses shall be deemed to have occurred from a single incident. For example, on an officer contact with the licensed premises, if there should be two or more offenses involving intoxicated persons on the premises, the same will constitute one offense and not multiple offenses. Any subsequent officer contact with the establishment at a different time may constitute a separate offense.

Source: 1965 Rev. Ord. 25-1512, 1869 (1978), 2198 (1985), 2539 (1990), 2822 (1997), 4182 (2001), 4215 (2002), 4333 (2003), 4416 (2004), 4502 (2006), 4629 (2007), 4915 (2014), 5010 (2015), Ord. 5292 (2021), 5378 (2022); 5388 (2023), 5481 (2025), 5483 (2025).

25-1518. - Unlawful practices.

In addition to such other prohibitions as are contained in this article:

- A. It shall be unlawful for any person to sell or consume any alcoholic beverage upon any street, alley or public highway, including any public sidewalk or boulevard, or on any private property without consent of the owner or occupant within the city of Fargo, except as permitted by subsection (j) of section 25-1509 of this chapter. It shall further be unlawful for any person to possess any bottle or receptacle containing any alcoholic beverage which has been opened or the contents of which have been partially consumed while such person is upon any street, alley or public highway, including any public sidewalk or boulevard, or upon property owned, operated or leased by the city of Fargo or by the state of North Dakota or any political subdivision or agency thereof, within the city of Fargo, except under a valid alcoholic beverages license issued under this article, and further except as permitted by 25-1509.1(C). A violation of this section is deemed a violation of section 10-0327 of this Code.
- B. The sale, possession, use or consumption of alcoholic beverages shall be unlawful and prohibited in and on the premises of any public building except as may be authorized by appropriate license or permit issued pursuant of this chapter, and further except as permitted by 25-1509.1(C). A violation of this section is deemed a violation of section 10-0327 of this Code.
- C. It shall be unlawful for any person under 21 years of age to misrepresent his or her age for the purpose of purchasing or drinking any alcoholic beverage or for the purpose of entering any premises licensed under the provisions of this article.
-  D. It shall be unlawful for any person, either personally or through an agent or employee, to procure, furnish or deliver any alcoholic beverage for the use of any person under 21 years of age.
- E. No licensee shall deliver or permit to be delivered to any customer outside the licensed premises any alcoholic beverages sold under the terms and provisions of this article unless the package containing such alcoholic beverage shall be securely wrapped and shall contain on the outside thereof, in plain, legible writing, the name of the dealer selling the same and also the name and address of the purchaser thereof. Additional conditions and restrictions on delivery of alcoholic beverages are as follows:
  - 1. Delivery shall only be allowed by licensees having an off-sale license.
  - 2. Delivery shall be limited to customers having a pre-established credit arrangement with the off-sale licensee. Such credit arrangement may be in the form of a house account or open charge account established between the customer and off-sale licensee, but specifically shall not include credit cards, debit cards, bank credit cards or any other form or type of credit arrangement. The pre-established credit arrangement between the

customer and the off-sale licensee shall have been established at least one (1) week before any delivery is allowed thereunder. It is the intent of this paragraph that the entire sales transaction is complete at the point of sale subject only to delivery.

3. Delivery shall only be made to the address of the customer as identified on the pre-established credit arrangement with the off-sale licensee.
  4. Delivery shall only be made by a person who is of legal age and who has completed mandatory server training.
  5. Positive identification of the purchaser shall be made at the point of delivery. In addition, a digital photograph shall be taken to confirm the identity of purchaser.
- F. No owner, operator, officer or employee or driver of any taxicab in the city of Fargo shall accept from any person, except a dealer regularly licensed under the provisions of this article, any order for the delivery of any alcoholic beverage.

Source: 1965 Rev. Ord. 25-1513, 1869 (1978), 2025 (1981), 2344 (1987), 2570 (1991), 2760 (1995), 2814 (1997), 2822 (1997), 3090 (1999), 4202 (2002), 4401 (2004), 4412 (2004), 4413 (2004), 5163 (2018), Ord. 5292 (2021), 5472 (2025).

**Editor's note**— See editor's note to § 25-1513.

★ 25-1513. - Revocation, suspension, sanctions or other penalties—Hearing Request.

Revocation, suspension, sanctions or other penalties may not be invoked without a public hearing if requested by the licensee. The city auditor's office shall notify the licensee that it has determined a license compliance violation exists, and shall further provide written notice by email and regular mail to the licensee of the Liquor Control Board's scheduled meeting date and time at which the violation will be considered. If the Liquor Control Board recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the board of city commissioners within ten (10) days of such Liquor Control Board recommendation. The board of city commissioners shall conduct a public hearing, including consideration of the evidence and testimony presented to the Liquor Control Board. The city auditor shall provide written notice to the licensee, specifying the date, time and place of the public hearing before the board of city commissioners, and such notice shall be served upon the licensee or its managing agent in the same manner as provided by law for the service of a summons in a civil action. No hearing shall be held before the board of city commissioners before expiration of fifteen (15) days after the date of the service of the notice upon the licensee.

If, upon such hearing, it appears to the majority of the board of city commissioners that sufficient cause exists for the revocation, suspension, sanctions or other penalty, the board of city commissioners shall issue its findings, conclusions and order which shall then be served on the licensee by certified mail. The findings, conclusions and order of the board of city commissioners is appealable pursuant to Chapter 28-34 of the North Dakota Century Code.

Source: Ord. 5292 (2021).

Editor's note— Ord. 5292, § 2, adopted April 5, 2021, enacted a new § 25-1513 and § 7 of said ordinance renumbered the prior § 25-1513 as § 25-1518. Historical notation has been retained for reference purposes.

**TITLE 5  
ALCOHOLIC BEVERAGES**

**CHAPTER 5-01  
GENERAL PROVISIONS**

**5-01-01. Definitions.**

In this title:

1. "Alcohol" means neutral spirits distilled at or above one hundred ninety degrees proof, whether or not such product is subsequently reduced, for nonindustrial use.
2. "Alcoholic beverages" means any liquid suitable for drinking by human beings, which contains one-half of one percent or more of alcohol by volume.
3. "Beer" means any malt beverage containing one-half of one percent or more of alcohol by volume and includes an alcoholic beverage made by the fermentation of malt substitutes, including rice, grain of any kind, glucose, sugar, or molasses, which has not undergone distillation.
4. "Bottle or can" means any container, regardless of the material from which made, having a capacity less than a bulk container for use for the sale of malt beverages at retail.
5. "Direct shipper" means a person that is licensed by the commissioner and ships or causes to be shipped alcoholic beverages directly into this state to a consumer for the consumer's personal use and not for resale.
6. "Distilled spirits" means any alcoholic beverage that is not beer, wine, sparkling wine, or alcohol.
7. "Domestic distillery" means a distillery that produces twenty-five thousand gallons [94635 liters] or fewer of distilled spirits per year.
8. "In bulk" means in containers having a capacity not less than one-sixth barrel for use for the sale of malt beverages at retail.
9. "Licensed alcohol carrier" means a person licensed to transport or deliver alcoholic beverages to a consumer without first having the alcoholic beverage delivered through a wholesaler licensed in this state.
10. "Licensed logistics shipper" means a person that provides fulfillment house services, including warehousing, packaging, distribution, order processing, or shipment of alcoholic beverages on behalf of a licensed direct shipper and by way of a licensed alcohol carrier.
11. "Licensed premises" means the premises on which beer, liquor, or alcoholic beverages are normally sold or dispensed and must be delineated by diagram or blueprint which must be included with the license application or the license renewal application.
12. "Liquor" means any alcoholic beverage except beer.
13. "Local governing body" means the governing entity of a city, county, or federally recognized Indian tribe in this state.
14. "Local license" means a city, county, or tribal retail alcoholic beverage license issued by the appropriate local governing body.
15. "Manufacturing distillery" means a distillery that produces forty thousand gallons [151416 liters] or fewer of distilled spirits per year.
16. "Microbrew pub" means a brewer that brews ten thousand or fewer barrels of beer per year and sells beer produced or manufactured on the premises for consumption on or off the premises or serves beer produced or manufactured on the premises for purposes of sampling the beer.
17. "Organization" means a domestic or foreign corporation, general partnership, limited partnership, or limited liability company.
18. "Satellite location" means an offsite location owned or leased by a manufacturing distillery to conduct retail operations.
19. "Sparkling wine" means wine made effervescent with carbon dioxide.

20. "Supplier" means an alcoholic beverage manufacturer, importer, marketer, or wholesaler selling alcoholic beverages to a wholesaler licensed in this state for purposes of resale.
21. "Tribal licensee" means a person issued a local license by the governing body of a federally recognized Indian tribe in this state for the retail sale of alcoholic beverages within the exterior tribal reservation boundaries.
22. "Twenty-one years of age" means it is after eight a.m. on the date twenty-one years after a person's date of birth.
23. "Wine" means the alcoholic beverage obtained by fermentation of agricultural products containing natural or added sugar or such beverage fortified with brandy and containing not more than twenty-four percent alcohol by volume.

**5-01-02. Exceptions.**

Nothing contained in this title may be construed to apply to the following articles, when they are unfit for beverage purposes:

1. Denatured alcohol produced and used pursuant to Acts of Congress, and the regulations thereunder;
2. Patent, proprietary, medical, pharmaceutical, antiseptic, and toilet preparations;
3. Flavoring extracts, syrups, and food products; or
4. Scientific, chemical, and industrial products;

nor to the manufacture or sale of said articles containing alcohol. This title does not apply to wines delivered to priests, rabbis, and ministers for sacramental use.

**5-01-03. Penalty.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-01-04. Manufacture of alcoholic beverages prohibited - Exceptions.**

A person may manufacture alcoholic beverages for personal or family use, and not for sale, without securing a license if the amount manufactured is within quantities allowed by the alcohol and tobacco tax and trade bureau of the United States treasury department. Any person manufacturing alcoholic beverages within this state in quantities greater than those permitted by the alcohol and tobacco tax and trade bureau of the United States treasury department is guilty of a class A misdemeanor and property used for the same is subject to disposition by the court except any person may establish a brewery for the manufacture of malt beverages, a winery, or a distillery or other plant for the distilling, manufacturing, or processing of alcohol within this state if the person has secured a license from the tax commissioner. This license must be issued on a calendar-year basis with a fee of five hundred dollars. A first-time license fee may be reduced twenty-five percent for each full quarter of a year elapsed between the first day of the year for which the license is issued and the date on which the application for the license is filed with the tax commissioner. A license may not be issued for any period for a fee less than one-half of the annual license fee. This license shall allow sale to only licensed wholesalers.

**5-01-05. Public intoxication - Penalty.**

Repealed by S.L. 1969, ch. 91, § 5.

**5-01-05.1. Public intoxication - Assistance - Medical care.**

1. As used in this section "intoxicated" means a state in which an individual is under the influence of alcoholic beverages, drugs, or controlled substances, or a combination of alcoholic beverages, drugs, and controlled substances.
2. A peace officer may take any apparently intoxicated individual to the individual's home, to a local hospital, to a detoxification center, or, whenever that individual constitutes a danger to that individual or others, to a jail. A tier 1b mental health professional, as defined under section 25-01-01, of a local hospital may hold that individual for treatment up to seventy-two hours.

3. An intoxicated individual may not be held in jail because of intoxication more than twenty-four hours. An intoxicated individual may not be placed in a jail unless a jailer is constantly monitoring the individual and medical services are provided if the need is indicated.
4. Upon placing that individual in jail, or if the individual is admitted to a hospital or detoxification center, upon admission, the peace officer shall make a reasonable effort to notify the intoxicated individual's family as soon as possible.
5. Any additional costs incurred by the city, county, ambulance service, or medical service provider on account of an intoxicated individual are recoverable from that individual.

**5-01-05.2. No prosecution for intoxication.**

No person may be prosecuted in any court solely for public intoxication. Law enforcement officers may utilize standard identification procedures on all persons given assistance because of apparent intoxication.

**5-01-05.3. Disturbing the peace - Disorderly conduct - Penalty.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-01-05.4. Informational, counseling, and referral centers for alcoholism.**

Any county or city within the state at the discretion of their governing bodies, either individually or jointly, may establish or provide office space, including personnel, for informational, counseling, and referral services for alcoholics and their families.

**5-01-06. Recovery of damages resulting from intoxication.**

Repealed by S.L. 1987, ch. 95, § 5; S.L. 1987, ch. 99, § 2.

**5-01-06.1. Claim for relief for fault resulting from intoxication.**

1. Every spouse, child, parent, guardian, employer, or other individual who is injured by any obviously intoxicated individual has a claim for relief for fault under section 32-03.2-02 against any person who knowingly disposes, sells, barter, or gives away alcoholic beverages to an individual under twenty-one years of age or to an incompetent or an obviously intoxicated individual, and if death ensues, the survivors of the decedent are entitled to damages defined in section 32-21-02. If a retail licensee is found liable under this section and exemplary damages are sought, the finder of fact may consider as a mitigating factor that the licensee provided to an employee alcohol server training that addressed intoxication, drunk driving, and underage drinking.
2. If a retail licensee provided to an employee alcohol server training that addresses intoxication, drunk driving, and underage drinking, a person with a claim for relief under this section may not use the fact that the retail licensee provided this training to prove culpability.
3. A claim for relief under this section may not be had on behalf of the intoxicated individual nor on behalf of the intoxicated individual's estate or personal representatives, nor may a claim for relief be had on behalf of an adult passenger in an automobile driven by an intoxicated individual or on behalf of the passenger's estate or personal representatives.

**5-01-07. Township beer or liquor licenses.**

No retail beer or liquor license may be issued in any organized township without the written consent of the board of township supervisors.

**5-01-08. Individuals under twenty-one years of age prohibited from using alcoholic beverages or entering licensed premises - Penalty.**

1. Except as permitted in this section and section 5-02-06, an individual under twenty-one years of age may not manufacture or attempt to manufacture, purchase or

- attempt to purchase, consume or have recently consumed other than during a religious service, be under the influence of, be in possession of, or furnish money to any individual for the purchase of an alcoholic beverage.
2. An individual under twenty-one years of age may not enter any licensed premises where alcoholic beverages are being sold or displayed, except:
    - a. A restaurant if accompanied by a parent or legal guardian;
    - b. In accordance with section 5-02-06;
    - c. If the individual is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering, or consuming alcoholic beverages;
    - d. If the individual is a law enforcement officer or other public official who enters the premises in the performance of official duty; or
    - e. If the individual enters the premises for training, education, or research purposes under the supervision of an individual twenty-one or more years of age with prior notification of the local licensing authority.
  3. An individual who violates this section is guilty of an infraction. For a violation of subsection 1 or 2, the court also may sentence a violator to an evidence-based alcohol and drug education program operated under rules adopted by the department of health and human services under section 50-06-44. For a second or subsequent violation of subsection 1 or 2, the court also shall sentence a violator to an evidence-based alcohol and drug education program operated under rules adopted by the department of health and human services under section 50-06-44.
  4. The court, under this section, may refer the individual to an outpatient addiction facility licensed by the department of health and human services for evaluation and appropriate counseling or treatment.
  5. The offense of consumption occurs in the county of consumption or the county where the offender is arrested.
  6. An individual under twenty-one years of age is immune from criminal prosecution under this section if that individual contacted law enforcement or emergency medical services and reported that another individual under twenty-one years of age was in need of medical assistance due to alcohol consumption, provided assistance to the individual in need of medical assistance until assistance arrived and remained on the scene, or was the individual in need of medical assistance and cooperated with medical assistance and law enforcement personnel on the scene. The maximum number of individuals who may be immune for any one occurrence is five individuals.

**5-01-08.1. Misrepresentation of age - Penalty - Licensee may keep book.**

Any person who misrepresents or misstates that person's age or the age of any other person or who misrepresents that person's age through presentation of any document purporting to show that person to be of legal age to purchase alcoholic beverages is guilty of a class B misdemeanor. Any licensee may keep a book and may require anyone who has shown documentary proof of that person's age, which substantiates that person's age to allow the purchase of alcoholic beverages, to sign the book if the age of that person is in question. The book must show the date of the purchase, the identification used in making the purchase and the appropriate numbers of such identification, the address of the purchaser, and the purchaser's signature.

**5-01-08.2. Presumption of licensee's innocence when certain facts established.**

The establishment of the following facts by a person making a sale of alcoholic beverages to a person not of legal age constitutes prima facie evidence of innocence and a defense to any prosecution therefor:

1. That the purchaser falsely represented and supported with other documentary proof that the purchaser was of legal age to purchase alcoholic beverages.
2. That the appearance of the purchaser was such that an ordinary and prudent person would believe the purchaser to be of legal age to purchase alcoholic beverages.

3. That the sale was made in good faith and in reliance upon the representation and appearance of the purchaser in the belief that the purchaser was of legal age to purchase alcoholic beverages.

**5-01-08.3. Proof of age - Seizure of false identification.**

1. A licensed retailer of alcoholic beverages or an employee of a licensed retailer may determine proof of age for purchasing or consuming an alcoholic beverage solely by inspection of one of the following:
  - a. A valid driver's license or identification card issued by this state, another state, or a province of Canada which includes the photograph and date of birth of the licensed individual;
  - b. A valid military identification card issued by the United States department of defense; or
  - c. A valid passport issued or recognized by the United States.
2. A licensed retailer or an employee of a licensed retailer may seize a form of identification displayed as proof of age if the licensed retailer or an employee of a licensed retailer has a reasonable belief that the form of identification has been altered, falsified, or is being used to unlawfully obtain alcoholic beverages.
3. Within twenty-four hours of seizing a form of identification as allowed under this section, a licensed retailer or an employee of a licensed retailer shall notify a law enforcement agency of the seizure and the law enforcement agency shall take possession of the identification within twenty-four hours after receipt of the notice.



**5-01-09. Delivery to certain persons unlawful.**

1. Any individual knowingly delivering alcoholic beverages to an individual under twenty-one years of age, except as allowed under section 5-02-06, or to an incompetent or an obviously intoxicated individual is guilty of a class A misdemeanor, subject to sections 5-01-08, 5-01-08.1, and 5-01-08.2.
2. An individual under twenty-one years of age is immune from criminal prosecution under this section if that individual contacted law enforcement or emergency medical services and reported that another individual under twenty-one years of age was in need of medical assistance due to alcohol consumption, provided assistance to the individual in need of medical assistance until assistance arrived and remained on the scene and cooperated with medical assistance and law enforcement personnel on the scene, or was the individual in need of medical assistance. The maximum number of individuals that may be immune for any one occurrence is five individuals.
3. If an individual is convicted of this section for delivering alcoholic beverages to an individual under twenty-one years of age, the court shall consider the following in mitigation:
  - a. After consuming the alcohol, the underage individual was in need of medical assistance as a result of consuming alcohol; and
  - b. Within twelve hours after the underage individual consumed the alcohol, the defendant contacted law enforcement or emergency medical personnel to report that the underage individual was in need of medical assistance as a result of consuming alcohol.

**5-01-10. Bottle clubs prohibited - Penalty.**

Any person operating an establishment whereby persons are allowed to bring their own alcoholic beverages on the premises where the proprietor sells soft drinks, mix, ice, or charges for bringing such beverages on the premises is guilty of a class B misdemeanor.

**5-01-11. Unfair competition - Penalty.**

A manufacturer may not have any financial interest in any wholesale alcoholic beverage business. A manufacturer or wholesaler may not have any financial interest in any retail alcoholic beverage establishment and may not furnish any such retailer with anything of value. A

retailer may not have any financial interest in any manufacturer, supplier, or wholesaler. A wholesaler may:

1. Extend normal commercial credits to retailers for industry products sold to them. The state tax commissioner may determine by rule the definition of "normal commercial credits" for each segment of the industry.
2. Furnish retailers with beer containers and equipment for dispensing of tap beer if the expense to the wholesaler associated with the furnishing of containers, equipment, and tap or coil cleaning service does not exceed one hundred fifty dollars per tap per calendar year.
3. Furnish outside signs to retailers if the sign cost does not exceed four hundred dollars exclusive of costs of erection and repair.
4. Furnish miscellaneous materials to retailers not to exceed one hundred dollars per year. "Miscellaneous materials" not subject to this limitation include any indoor point-of-sale items for retail placement. Point-of-sale items include back bar signs, pool table lights, neon window signs, and items of a similar nature. The point-of-sale items must be limited to five hundred dollars per retail account from the wholesaler for each of the wholesaler's brewers or suppliers.

Any wholesaler, retailer, or manufacturer violating this section, or any rule adopted to implement this section, and any retailer receiving benefits thereby, is guilty of a class A misdemeanor. A microbrew pub is exempt from the provisions of this section to the extent that this section restricts the co-ownership of a manufacturer's license and a retail license for the purpose of a microbrew pub.

**5-01-12. Duty to enforce.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-01-13. State's attorney's inquiry.**

The state's attorney may subpoena persons and take sworn testimony concerning any alleged violation of the alcoholic beverage laws and may apply to the district court for an order compelling persons subpoenaed to appear and testify. Such witnesses shall receive the same fees and mileage as in a civil case in district court.

**5-01-14. Microbrew pubs - Licensing - Taxes.**

1. A microbrew pub shall obtain a brewer license and a retailer license as required under this title. A microbrew pub may manufacture on the licensed premises, store, transport, sell to wholesale malt beverage licensees, and export no more than ten thousand barrels of malt beverages annually; sell malt beverages manufactured on the licensed premises; sell alcoholic beverages regardless of source to consumers for consumption on the microbrew pub's licensed premises; and sell or direct ship malt beverages manufactured on the licensed premises to an individual in this state for consumption in accordance with section 5-01-16. A microbrew pub may not engage in any wholesaling activities. Except as provided in subsection 3, all sales and delivery of malt beverages to any other retail licensed premises may be made only through a wholesale malt beverage licensee. Beer manufactured on the licensed premises and sold by a microbrew pub directly to the consumer for consumption on or off the premises is subject to the taxes imposed pursuant to section 5-03-07, in addition to any other taxes imposed on brewers and retailers. A microbrew pub is required to file a monthly sales report with the tax commissioner by the fifteenth day of the month following the month in which the sales are made. The report must be prepared and submitted in a form and manner as prescribed by the tax commissioner. A microbrew pub is not precluded from retailing beer it purchases from a wholesaler. Complimentary samples of beer may not be in an amount exceeding sixteen ounces [.47 liter] per patron. A licensee may sell beer to any person for off-premises consumption if sold in a brewery-sealed container and the total amount sold to each person does not exceed

- five and sixteen-hundredths gallons [19.53 liters] per day. This section may not be superseded under chapters 11-09.1 and 40-05.1.
2. The tax commissioner may issue a special event permit for not more than forty events per calendar year to a microbrew licensee allowing the licensee, subject to local ordinance, to give free samples of beer manufactured by the licensee, sell beer manufactured by the glass or in closed containers, or dispense beer manufactured by the licensee, at off-premises events.
  3. A microbrew pub may transfer beer in bulk, as defined by section 5-01-01, manufactured by the microbrew pub to an affiliated microbrew pub licensee. For purposes of this subsection, "affiliated microbrew pub licensee" means a microbrew pub of which at least an eighty-five percent interest is owned by the microbrew pub measured annually and:
    - a. The microbrew pub does not own more than three affiliated microbrew pub licensees;
    - b. The microbrew pub licensee receiving the beer in bulk has produced no less than five thousand gallons [18927.06 liters] of beer on the premises in the preceding calendar year. For the purpose of calculating the production requirements, the production must be prorated based on the number of days beer was produced;
    - c. The beer in bulk transferred in any calendar year constitutes no more than fifty percent of the beer being produced by the microbrew pub licensee receiving the beer; and
    - d. For purposes of determining whether the ten thousand barrel production limit under subsection 1 is being exceeded, the beer being transferred is credited to the microbrew pub that manufactured the beer.
  4. A contractee brewer may contract with a contractor brewer to produce beer for the contractee brewer to the extent allowed by federal law under the following conditions:
    - a. The contractee brewer and the contractor brewer must be licensed and owned separately;
    - b. The contractee brewer must have a proper license issued under this section and maintain a physical brewing presence in the state;
    - c. Beer brewed for a contractee brewer counts toward the contractee brewer's annual barrels produced, and the beer does not count toward the contractor brewer's annual barrels produced;
    - d. The contractee brewer retains ownership of the product; and
    - e. Each brewer is separately and distinctly responsible for compliance with this chapter.

**5-01-15. Penalty.**

Any person who violates any provision of this title, or any rule adopted to implement this title, is guilty of a class B misdemeanor, unless the penalty is provided for elsewhere.

**5-01-16. Direct sale from out-of-state person to consumer - Penalty.**

1. A person in the business of selling alcoholic beverages may not knowingly or intentionally ship, or cause to be shipped, any alcoholic beverage from an out-of-state location directly to a person in this state who is not a licensed wholesaler in this state.
2. A person in the business of transporting goods may not knowingly or intentionally transport, or cause to be transported, any alcoholic beverage directly to a person in this state who is not a licensed wholesaler in this state.
3. For a first violation of subsection 1 or 2, the tax commissioner shall notify, by certified mail, the person and order that person to cease and desist any shipment of alcoholic beverages in violation of subsection 1 or 2 and shall assess a civil penalty of one hundred dollars for each illegal shipment. For a second violation of subsection 1 or 2, the tax commissioner shall assess a civil penalty of two hundred dollars for each illegal shipment. For any subsequent violation of subsection 1 or 2, the tax commissioner shall assess a civil penalty of five hundred dollars for each illegal shipment.

4. The alcoholic beverage transported in violation of this section and the vehicle used in violation of this section are forfeitable property under chapter 29-31.1.
5. This section does not apply to a transaction by a person holding a valid manufacturer's or retailer's license issued by the state of its domicile and if the person obtains a direct shipping license from and on a form prescribed by the tax commissioner before making a shipment. The annual fee for a direct shipping license is fifty dollars. Licensed direct shippers may sell and ship to an individual twenty-one years of age or older 7.13 gallons [27 liters] or less of wine, two hundred eighty-eight fluid ounces [8517.18 milliliters] or less of beer, or 2.38 gallons [9 liters] or less of any other alcoholic beverages per month for personal use and not for resale.
  - a. A direct shipper shall ship all containers of alcoholic beverages shipped directly to a resident of this state using a licensed alcohol carrier and may cause the alcoholic beverages to be shipped by a licensed logistics company.
  - b. A direct shipper shall label all containers of alcoholic beverages shipped directly to an individual in this state with conspicuous words "SIGNATURE OF PERSON AGE 21 OR OLDER REQUIRED FOR DELIVERY".
  - c. A licensed direct shipper shall report and pay the wholesaler excise tax and retailer sales taxes to the tax commissioner on all alcoholic beverages sold to residents in this state at the rates set forth in sections 5-03-07 and 57-39.6-02. The excise tax reports are due January fifteenth of the year following the year sales and shipments were made. When the fifteenth day of January falls on a Saturday, Sunday, or legal holiday, the due date is the first working day thereafter. The report must provide such detail and be in format as prescribed by the tax commissioner and include the identification of any logistics or fulfillment houses the licensee used for such shipments. The sales and use tax reports are due as set forth in chapter 57-39.6. The sales and use tax reports must be in a format as prescribed by the tax commissioner. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.
  - d. All alcoholic beverages that are shipped directly to a resident of this state must be properly registered with the federal alcohol and tobacco tax and trade bureau and must be owned by the licensed direct shipper.
6. A licensed alcohol carrier may ship alcoholic beverages into, out of, or within this state. A licensed alcohol carrier shall pay an annual fee of one hundred dollars and obtain a license on an application form provided by the tax commissioner and subject to any requirements determined by the tax commissioner.
  - a. A licensed alcohol carrier shall ensure all containers of alcoholic beverages shipped directly to an individual in this state are labeled with conspicuous words "SIGNATURE OF PERSON AGE 21 OR OLDER REQUIRED FOR DELIVERY". A licensed alcohol carrier may not deliver alcoholic beverages to a person under twenty-one years of age, or to a person who is or appears to be in an intoxicated state or condition. A licensed alcohol carrier shall obtain valid proof of identity and age before delivery and shall obtain the signature of an adult as a condition of delivery.
  - b. A licensed alcohol carrier shall maintain records of alcoholic beverages shipped into, out of, or within this state which include the name of the licensed direct shipper, the name of any licensed logistics shipper, the date of each shipment, the recipient's name and address, and an electronic or paper form of signature from the recipient of the alcoholic beverages. A licensed alcohol carrier shall submit a report to the tax commissioner on a monthly basis in the form and format prescribed by the tax commissioner. The report is due on the last day of the month following the month of shipment. If the due date falls on a Saturday, Sunday, or legal holiday, the due date is the first working day after the due date. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.
  - c. If the tax commissioner has provided notice to a licensed alcohol carrier that a direct shipper is not licensed, the licensed alcohol carrier must notify the direct

shipper that the direct shipper must obtain a direct shipper permit before tendering packages to the licensed alcohol carrier for delivery. Any assessed penalty may be waived by the tax commissioner for good cause upon request by the licensed alcohol carrier.

7. Licensed logistics shippers must obtain a logistics shipping license from the tax commissioner and shall pay an annual fee of one hundred dollars before making or causing a shipment.
  - a. A licensed logistics shipper shall ensure all containers of alcoholic beverages shipped directly to an individual in this state are labeled with conspicuous words "SIGNATURE OF PERSON AGE 21 OR OLDER REQUIRED FOR DELIVERY".
  - b. All containers of alcoholic beverage shipped directly to a resident of this state must be shipped using a licensed alcohol carrier as provided in subsection 6.
  - c. A licensed logistics shipper shall maintain records of alcoholic beverages shipped which include the license number and name of the licensed direct shipper, the license number and name of the licensed common carrier, the date of each shipment, the quantity and kind of alcohol shipped, and the recipient's name and address for each shipment. A licensed logistics shipper shall submit a report to the tax commissioner on a monthly basis in the form and format prescribed by the tax commissioner. The report is due on the last day of the month following the month of shipment. If the due date falls on a Saturday, Sunday, or legal holiday, the due date is the first working day after the due date. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.
  - d. Licensed logistics shippers may not ship alcoholic beverages from unlicensed direct shippers or through unlicensed carriers. For a violation, a licensed logistics shipper is subject to the penalties in subsection 3.
8. The tax commissioner may initiate and maintain an action in a court of competent jurisdiction to enjoin a violation of this section and may request award of all costs and attorney's fees incurred by the state incidental to that action. Upon determination by the tax commissioner that an illegal sale or shipment of alcoholic beverages has been made to a consumer in this state by any person, the tax commissioner may notify both the alcohol and tobacco tax and trade bureau of the United States department of the treasury and the licensing authority for the state in which the person is domiciled that a state law pertaining to the regulation of alcoholic beverages has been violated and may request those agencies to take appropriate action.

**5-01-17. Domestic winery license.**

1. The tax commissioner may issue a domestic winery license to the owner or operator of a winery located within this state to produce wine. A domestic winery may purchase, at wholesale or retail, brandy for use of onpremises fortification. A domestic winery license may be issued and renewed for an annual fee of one hundred dollars, which is in lieu of all other license fees required by this title.
2. A domestic winery may sell wine produced by that winery at on sale or off sale, in retail lots, and not for resale, and may sell or direct ship its wine to persons inside or outside of the state in a manner consistent with the laws of the place of the sale or delivery in total quantities not in excess of twenty-five thousand gallons [94635 liters] in a calendar year; glassware; wine literature and accessories; and cheese, cheese spreads, and other snack food items. A licensee may dispense free samples of the wines offered for sale. Subject to local ordinance, sales at on sale and off sale may be made on Sundays between eight a.m. and twelve midnight. The tax commissioner may issue special events permits for not more than forty events per calendar year to a domestic winery allowing the winery, subject to local ordinance, to give free samples of its wine and to sell its wine by the glass or in closed containers, at off-premises events. A domestic winery may not engage in any wholesaling activities. All sales and deliveries of wines to any other retail licensed premises in this state may be made only through a licensed North Dakota liquor wholesaler. For any month in which a domestic

winery has made sales to a North Dakota wholesaler, that domestic winery shall file a report with the tax commissioner no later than the last day of each calendar month reporting sales made during the preceding calendar month. When the last day of the calendar month falls on a Saturday, Sunday, or legal holiday, the due date is the first working day thereafter.

3. A domestic winery may obtain a domestic winery license and a retailer license allowing the onpremises sales of alcoholic beverages at a restaurant owned by the licensee and located on property contiguous to the winery.
4. A domestic winery may purchase wine in bulk from within and outside the state, excluding label approved containers and not to exceed four thousand gallons [15142 liters] per calendar year.
5. A domestic winery is subject to section 5-03-06 and shall report and pay annually to the tax commissioner the wholesaler taxes due on all wines sold by the licensee at retail, including all wines shipped directly to consumers as set forth in sections 5-03-07 and 57-39.6-02. The annual wholesaler tax reports are due January fifteenth of the year following the year sales were made. When the fifteenth of January falls on a Saturday, Sunday, or legal holiday, the due date is the first working day thereafter. The report must provide such detail and be in a format as prescribed by the tax commissioner. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.

**5-01-18. Alcohol without liquid devices prohibited - Definition - Penalty.**

1. A person may not sell, offer to sell, purchase, possess, use, or if that person is a retail alcoholic beverage licensee, have on the premises an alcohol without liquid device. In this section, an "alcohol without liquid device" means an apparatus that is advertised, designed, or used to vaporize an alcoholic beverage to produce a vapor that may be inhaled by an individual. The term does not include an inhaler, nebulizer, atomizer, or other device that is designed and intended specifically for medical purposes to dispense prescribed or over-the-counter medications or water.
2. This section does not apply to a hospital that operates primarily for the purpose of conducting scientific research, a state institution conducting bona fide research, a private college or university conducting bona fide research, or a pharmaceutical company or biotechnology company conducting bona fide research.
3. A violation of this section is a class B misdemeanor.

**5-01-19. Domestic distillery.**

1. The tax commissioner may issue a domestic distillery license to the owner or operator of a distillery that is located within this state. A domestic distillery license may be issued and renewed for an annual fee of one hundred dollars. This fee is in lieu of all other license fees required by this title. The tax commissioner may not issue the domestic distillery license until the applicant has established that the applicant has applied for and obtained the necessary federal registrations and permits, as required under the Internal Revenue Code of 1986 [26 U.S.C. 5001 et seq.] and the federal Alcohol Administration Act [27 U.S.C. 203], for the operation of a distilled spirits plant.
2. A domestic distillery may sell spirits produced by that distillery at on sale or off sale, in retail lots, and not for resale, and may sell or direct ship its spirits to persons inside or outside the state in a manner consistent with the laws of the place of the sale or delivery in total quantities not in excess of twenty-five thousand gallons [94635 liters] in a calendar year. Direct sales within this state are limited to two and thirty-eight hundredths gallons [9 liters] or less per month per person for personal use and not for resale. The packaging must conform with the labeling requirements in section 5-01-16. A licensee may dispense free samples of the spirits offered for sale. Subject to local ordinance, sales at on sale and off sale may be made on Sundays between eight a.m. and twelve midnight. A domestic distillery may hold events inside and outside its premises, but only on contiguous property under common ownership, allowing free samples of its spirits and to sell its spirits by the glass or in closed containers. The tax

commissioner may issue special event permits for not more than forty events per calendar year to a domestic distillery allowing the domestic distillery, subject to local ordinance, to give free samples of its product and to sell its product by the glass or in closed containers, at off-premises events. A domestic distillery may not engage in any wholesaling activities. Except as provided by section 5-01-19.1, all sales and deliveries of spirits to any other retail licensed premises in this state may be made only through a licensed North Dakota liquor wholesaler. However, a domestic distillery may sell distilled spirits to a domestic winery if the distilled spirits were produced from products provided to the domestic distillery by the domestic winery. No later than the last business day of a calendar month, a farm distillery that has made sales to a North Dakota wholesaler during the preceding calendar month shall file a report with the tax commissioner reporting those sales.

3. A domestic distillery may obtain a domestic distillery license and a retailer license allowing the onpremises sale of alcoholic beverages at a restaurant owned by the licensee and located on property contiguous to the domestic distillery. A domestic distillery also may own or operate a winery.
4. A domestic distillery is subject to section 5-03-06 and shall report and pay annually to the tax commissioner the wholesaler taxes due on all spirits sold by the licensee at retail or to a retail licensee, including all spirits shipped directly to consumers as set forth in sections 5-03-07 and 57-39.6-02. The annual wholesaler tax reports are due January fifteenth of the year following the year sales were made. The report must provide the detail and be in a format as prescribed by the tax commissioner. The tax commissioner may require that the report be submitted in an electronic format approved by the tax commissioner.

**5-01-19.1. Direct sale by domestic distilleries.**

1. A domestic distillery that produces no more than twelve thousand proof gallons [45425 liters] of spirits per year may sell and deliver, onsite or offsite, the spirits produced by the distillery directly to licensed retailers. The distillery may sell and deliver spirits onsite to a licensed retailer that presents the retailer's license or a photocopy of the license. The distillery may deliver the spirits offsite if the distillery:
  - a. Uses the distillery's equipment, trucks, and employees to deliver the spirits;
  - b. Contracts with a licensed distributor to ship and deliver the spirits to the retailer; or
  - c. Contracts with a common carrier to ship and deliver the spirits to the retailer directly from the distillery or the distillery's warehouse.
2. The total amount of spirits each domestic distillery may sell or deliver directly to all licensed retailers may not exceed two hundred cases per year. Individual shipments delivered by common carrier may not exceed three cases a day for each licensed retailer. A case may not exceed two and thirty-eight hundredths gallons [9 liters].
3. As used in this section, "proof gallon" means a gallon [3.79 liters] of liquid at sixty degrees Fahrenheit [15.5 degrees Celsius] which contains fifty percent ethyl alcohol by volume or its equivalent.

**5-01-19.2. Manufacturing distillery - Satellite locations.**

1. The tax commissioner may issue a manufacturing distillery license to the owner or operator of a distillery located within this state which uses a majority of North Dakota farm products to manufacture and sell spirits produced on the premises. A manufacturing distillery license may be issued and renewed for an annual fee of one hundred dollars. This fee is in lieu of all other license fees required by this title. The tax commissioner may not issue the manufacturing distillery license until the applicant has established the applicant has applied for and obtained the necessary federal registrations and permits, as required under the Internal Revenue Code of 1986 [26 U.S.C. 5001 et seq.] and the federal Alcohol Administration Act [27 U.S.C. 203], for the operation of a distilled spirits plant.

2. A manufacturing distillery may sell spirits produced by that distillery at off sale, in retail lots, and not for resale, and may sell or direct ship its spirits to persons inside or outside the state in a manner consistent with the laws of the place of the sale or delivery in total quantities not in excess of forty thousand gallons [151416 liters] in a calendar year.
  - a. Direct sales within this state are limited to two and thirty-eight hundredths gallons [9 liters] or less per month per person for personal use and not for resale. The packaging must conform with the labeling requirements in section 5-01-16. A licensee may dispense free samples of the spirits offered for sale. Subject to local ordinance, sales at off sale may be made on Sundays between twelve noon and twelve midnight.
  - b. A manufacturing distillery may hold events inside its premises and at its satellite location. The tax commissioner may issue event permits for not more than forty event days per calendar year to a manufacturing distillery to allow the manufacturing distillery, subject to local ordinance, to give free samples of its product and to sell its product by the glass or in closed containers at events on the premises, off the premises, and at its satellite location.
  - c. A manufacturing distillery may not engage in any wholesaling activities. Except as provided by section 5-01-19.1, all sales and deliveries of spirits to any other retail licensed premises in this state may be made only through a licensed North Dakota liquor wholesaler. However, a manufacturing distillery may sell distilled spirits to a domestic winery if the distilled spirits were produced from products provided to the manufacturing distillery by the domestic winery.
3.
  - a. As used in this subsection, "samples" means the serving of free tastings of a manufacturing distillery's products not to exceed six ounces [0.18 liter] of spirits per individual per day.
  - b. A manufacturing distillery may operate one satellite location in addition to its licensed premises for the purpose of providing samples and on sale or off sale retail sales.
    - (1) The spirits sampled or sold at the satellite location must be produced by the manufacturing distillery.
    - (2) A manufacturing distillery may not produce any spirits at the satellite location.
    - (3) An event permit issued to a manufacturing distillery in accordance with subsection 2 for an indoor or outdoor event held at its satellite location does not count towards the forty event days per calendar year allowed under subsection 2. The manufacturing distillery may offer free samples of its spirits and may sell its spirits by the glass or in closed containers at the event held at the satellite location.
    - (4) The satellite location must be owned or leased by the manufacturing distillery licensee.
    - (5) A manufacturing distillery may not engage in wholesaling activities at its satellite location.
  - c. A manufacturing distillery shall obtain a satellite location license from the tax commissioner before operating a satellite location. The tax commissioner may issue and renew a satellite location license for an annual fee of one hundred dollars. This fee is in addition to all other license fees required by this title.
  - d. A manufacturing distillery is liable for any violation of alcohol or licensing requirements committed on the premises of its satellite location.
4. A person may not hold a manufacturing distillery license and a domestic distillery license.
5. A manufacturing distillery may obtain a manufacturing distillery license and a retailer license allowing the on-premises sale of alcoholic beverages at a restaurant owned by the licensee and located at the manufacturing distillery's satellite location.
6. A manufacturing distillery is subject to section 5-03-06 and shall report and pay annually to the tax commissioner the wholesaler taxes due on all spirits sold by the

licensee at retail or to a retail licensee, including all spirits shipped directly to consumers as set forth in sections 5-03-07 and 57-39.6-02. The annual wholesaler tax reports are due January fifteenth of the year following the year sales were made. The report must provide the detail and be in a format as prescribed by the tax commissioner. The tax commissioner may require the report to be submitted in an electronic format approved by the tax commissioner.

**5-01-20. Direct sale by licensed wineries.**

1. A licensed winery that produces no more than twenty-five thousand gallons [94635 liters] of wine per year may sell and deliver, onsite or offsite, the wine produced by the winery directly to licensed retailers. The licensed winery may sell and deliver wine onsite to a licensed retailer who presents the retailer's license or a photocopy of the license. The winery may deliver the wine offsite if the winery:
  - a. Uses the winery's equipment, trucks, and employees to deliver the wine;
  - b. Contracts with a licensed distributor to ship and deliver the wine to the retailer; or
  - c. Contracts with a common carrier to ship and deliver the wine to the retailer directly from the winery or the winery's bonded warehouse.
2. The shipments delivered by a winery's equipment, trucks, and employees in a year may not exceed four thousand five hundred cases. A case may not exceed 2.38 gallons [9 liters].
3. Individual shipments delivered by common carrier may not exceed three cases a day for each licensed retailer. The shipments delivered by a common carrier in a year may not exceed three thousand five hundred cases. A case may not exceed 2.38 gallons [9 liters].

**5-01-21. Brewer taproom license.**

1. The tax commissioner may issue multiple brewer taproom licenses to the owner or operator of a brewery producing no more than twenty-five thousand barrels of malt beverages annually. A brewer with multiple taproom licenses must produce malt beverages at each location and the total amount of malt beverages produced at all locations combined may not exceed twenty-five thousand barrels of malt beverages annually. Each brewer taproom license may be issued and renewed for an annual fee of five hundred dollars, which is in lieu of all other state license fees required by this title. All provisions of this chapter which apply to a retail license must apply to a license issued under this section unless the provision is explicitly inconsistent with this section.
2. A brewer holding a brewer taproom license may:
  - a. Manufacture on the licensed premises, store, transport, sell, and export no more than twenty-five thousand barrels of malt beverages annually.
  - b. Sell malt beverages manufactured on the licensed premises or through a contract for consumption on the premises of the brewery or a restaurant owned by the licensee and located on property contiguous to the brewery.
  - c. Sell beer manufactured on the licensed premises or through a contract for off premises consumption in brewery-sealed containers of not more than five and sixteen-hundredths gallons [19.53 liters].
  - d. Sell and deliver beer produced by the brewery to licensed beer wholesalers.
  - e. Dispense free samples of beer offered for sale. Complimentary samples of beer may not be in an amount exceeding sixteen ounces [.47 liter] per patron.
  - f. Sell and deliver beer produced by the brewery to licensed retailers within the state, but only if:
    - (1) The brewer uses the brewer's own equipment, trucks, and employees to deliver the beer;
    - (2) Individual deliveries, other than draft beer, are limited to the case equivalent of eight barrels per day to each licensed retailer;
    - (3) The total amount of beer sold or delivered directly to all retailers does not exceed ten thousand barrels per year; and



- e. Each brewer is separately and distinctly responsible for compliance with this chapter.

**5-01-22. Powdered alcohol products prohibited - Penalty - Exceptions.**

1. As used in this section, "powdered alcohol product" means any alcohol prepared or sold in a powder form for either direct use or reconstitution in a liquid beverage or food.
2. A person may not sell, offer to sell, purchase, offer to purchase, possess, or consume a powdered alcohol product.
3. A violation of this section is a class B misdemeanor.
4. This section does not apply to the use of powdered alcohol products for research by a:
  - a. Health care provider that operates primarily for the purpose of conducting scientific research;
  - b. State institution;
  - c. Private college or university; or
  - d. Pharmaceutical or biotechnology company.

**CHAPTER 5-02  
RETAIL LICENSING**

**5-02-01. State and local retail license required - Penalty - Exception.**

1. Except as otherwise provided in section 5-02-01.1, any person engaging in the sale of alcoholic beverages at retail without first securing an appropriate license from the attorney general and a local license from the governing body of any city, or if the business is located outside the corporate limits of a city, the board of county commissioners or the governing body of an Indian tribe, as the location requires, is guilty of a class A misdemeanor.
2. This section does not apply to public carriers engaged in interstate commerce.
3. This section does not apply to a nonprofit organization that sells an alcoholic beverage as part of a fundraising activity. As used in this subsection, fundraising activity includes an auction, raffle, or other prize contest for which consideration is given. If the alcoholic beverage is sold as part of a fundraising event, the sale may not be for consumption at that event.

**5-02-01.1. Event permit authorized - Penalty.**

1. The local governing body may by permit authorize a qualified alcoholic beverage licensee licensed under this chapter to engage in the sale of alcoholic beverages at events designated by the permit. For purposes of this section, "qualified alcoholic beverage licensee" means a licensee in a city that imposed a city lodging and restaurant tax on July 31, 1993, who paid the tax and who continues to pay any such tax imposed by the city or a licensee in a county, a licensee in a city that did not impose a city lodging and restaurant tax on July 31, 1993, or a tribal licensee. A fee for the local permit may be set by ordinance or resolution at not more than twenty-five dollars. The permit may not be valid for a period greater than fourteen days and may include Sundays. The local governing body may establish rules to regulate and restrict the operation of an event permit. Any person that dispenses, sells, or permits the consumption of alcoholic beverages in violation of this section or the conditions of a permit is guilty of a class B misdemeanor.
2. The local governing body may authorize an individual under twenty-one years of age to attend the event but may not authorize the consumption or possession of an alcoholic beverage by an individual under twenty-one years of age.

**5-02-02. Qualifications for license.**

A retail license may not be issued to any person unless the applicant files a sworn application, accompanied by the required fee, showing the following qualifications:

1. The applicant, other than an organization, must be a legal resident of the United States and be a person of good moral character.
2. If the applicant is:
  - a. A corporation, then:
    - (1) The manager of the licensed premises and the officers and directors must be legal residents of the United States and persons of good moral character; and
    - (2) The shareholders:
      - (a) Who are individuals, must be legal residents of the United States and of good moral character; and
      - (b) Which are organizations, must meet the requirements of this section for applicants which are organizations.Corporate applicants must first be properly registered with the secretary of state.
  - b. A limited liability company, then:
    - (1) The manager of the licensed premises and the managers and governors must be legal residents of the United States and of good moral character.
    - (2) The members:

- (a) Who are individuals, must be legal residents of the United States and of good moral character; and
      - (b) Which are organizations, must meet the requirements of this section for applicants that are organizations.
    - (3) The applicant must first be properly registered with the secretary of state.
  - c. A limited partnership, then:
    - (1) The manager of the licensed premises must be a legal resident of the United States and of good moral character.
    - (2) The general partners and limited partners:
      - (a) If individuals, must be legal residents of the United States and of good moral character; and
      - (b) If organizations, must meet the requirements of this section for applicants that are organizations.
    - (3) The applicant must first be properly registered with the secretary of state.
  - d. A general partnership, then:
    - (1) The manager of the licensed premises must be a legal resident of the United States and of good moral character; and
    - (2) The partners:
      - (a) Who are individuals, must be legal residents of the United States and of good moral character; and
      - (b) Which are organizations, must meet the requirements of this section for applicants that are organizations.
  - e. A limited liability partnership, then:
    - (1) The manager of the licensed premises must be a legal resident of the United States and of good moral character; and
    - (2) The partners:
      - (a) Who are individuals, must be legal residents of the United States and of good moral character; and
      - (b) Which are organizations, must meet the requirements of this section for applicants that are organizations.
- Limited liability partnership applicants must first be properly registered with the secretary of state.
- 3. The applicant or manager must not have been convicted of an offense determined by the attorney general to have a direct bearing upon an applicant's or manager's ability to serve the public as an alcoholic beverage retailer, or, following conviction of any offense, is determined not to be sufficiently rehabilitated under section 12.1-33-02.1.
  - 4. The building in which business is to be conducted must meet local and state requirements regarding the sanitation and safety.
  - 5. The applicant for a state license must have first secured a local license.
  - 6. The attorney general, or local governing body, may require the applicant to set forth such other information in the application as necessary to enable them to determine if a license should be granted.
  - 7. The applicant may not have any financial interest in any wholesale alcoholic beverage business.
  - 8. As a condition precedent to a background check, the attorney general may require the applicant to pay, in advance, an estimated additional fee necessary to defray the actual cost of a background check of a person for whom adequate background information sources are not readily available. The estimated additional fee must be placed in the attorney general's refund fund for use to defray the actual expenses of the background check. The remainder of the funds must be returned to the person within thirty days of the conclusion of the background check. In addition, the attorney general may require the applicant or such other person subject to a background check to execute a written consent if needed by the attorney general to obtain background or criminal history information.

**5-02-02.1. Sale of alcoholic beverages in gas stations, grocery stores, and convenience stores.**

Before a state retail off sale alcoholic beverage license may be issued to a person whose business to be licensed is located in a building that is primarily a gas station, grocery store, or convenience store, the area to be licensed for the sale of alcoholic beverages must be clearly set out in a blueprint or diagram. The area licensed for the sale of alcoholic beverages must be separated from the nonlicensed portion of the business by a wall designed to allow sales personnel to serve customers and make sales in both the licensed and unlicensed portions of the premises, and that may allow customers in either portion of the premises access to the other portion.

**5-02-03. Local license fees.**

The fee for an annual local on and off sale liquor license must be set by ordinance or resolution at not less than two hundred dollars nor more than two thousand dollars, except outside the corporate limits of a city the fee shall not exceed one thousand dollars. The fee for an annual on and off sale local beer license must be set by ordinance or resolution at not less than fifty dollars nor more than five hundred dollars. The fee for an annual local exclusive on sale liquor license must be set by ordinance or resolution at not less than two hundred dollars nor more than two thousand dollars, except outside the corporate limits of a city the fee must not exceed one thousand dollars. The fee for an annual local exclusive on sale local beer license must be set by ordinance or resolution at not less than fifty dollars nor more than five hundred dollars. The fee for an annual local exclusive off sale beer or off sale liquor license must not be more than the fee charged for an on and off sale license. The local governing body may by ordinance or resolution provide for issuance of licenses for any period not to exceed one year and may allow for proration and refunds of license fees. In addition to any other license fee permitted by this section, a license fee may be increased by not more than five dollars for each Sunday the licensee sells alcoholic beverages.

**5-02-04. State license fee.**

The fee for an annual state beer or liquor license is fifty dollars each, except in cities over five hundred population at the last federal decennial census, the fee is one hundred dollars for each license. The fee for an annual state license will be charged on a calendar-year basis. License fees will be prorated from the first day of the month in which the license is issued up to the last day of the month in which such license expires, except that no license fee will be less than twenty-five dollars. A reinstatement fee of one hundred dollars is required in addition to the annual license fee for each license renewal applied for after December thirty-first.

**5-02-05. Dispensing prohibited on certain days - Penalty.**

A person may not dispense or permit the consumption of alcoholic beverages on a licensed premises between two a.m. and eight a.m., on Christmas Day, or after six p.m. on Christmas Eve. In addition, a person may not provide off sale after two a.m. on Thanksgiving Day or between two a.m. and eight a.m. on Sundays. A person that violates this section is guilty of a class A misdemeanor.

**5-02-05.1. Sunday alcoholic beverage permit - Penalty.**

Repealed by S.L. 2017, ch. 104, § 2.

**5-02-05.2. Local approval of Sunday beer and wine sales by eating establishments - Fee.**

Repealed by S.L. 1993, ch. 63, § 6.

**5-02-06. Prohibitions for individuals under twenty-one years of age - Penalty - Exceptions.**

1. Except as permitted in this section, a licensee who dispenses alcoholic beverages to an individual under twenty-one years of age, or who permits an individual under

- twenty-one years of age to remain on the licensed premises while alcoholic beverages are being sold or displayed, is guilty of a class A misdemeanor, subject to sections 5-01-08, 5-01-08.1, and 5-01-08.2.
2. An individual under twenty-one years of age may enter and remain on a licensed premises while alcohol is being sold or displayed, at the discretion of the owner of the licensed premises, if:
    - a. The individual is accompanied by a parent or guardian who is twenty-one years of age or older. For purposes of this section, "guardian" means an individual who has the legal responsibility for the health and well-being of the individual under twenty-one years of age;
    - b. The individual is on the premises to consume a meal or in an emergency situation;
    - c. The premises serves at a tabletop, food that is prepared in a kitchen with at least an indoor grill;
    - d. The individual is not on the licensed premises after ten p.m.; and
    - e. The owner of the licensed premises receives permission of the local licensing authority for individuals to be on the premises as allowed under this section and the licensed premises is located in a city with a population of one thousand five hundred or fewer people, or the licensed premises is not located in a city.
  3.
    - a. At the discretion of the owner of the licensed premises, an individual under twenty-one years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the restaurant designated for the opening or mixing of alcoholic beverages if the individual:
      - (1) Is accompanied by a parent or guardian;
      - (2) Is not seated at or within three feet [0.91 meters] of the bar counter; and
      - (3) Does not enter or remain in the designated area after ten p.m.
    - b. At the discretion of the owner of a brewer taproom licensed under section 5-01-21, an individual under twenty-one years of age may be permitted to enter and remain in the brewer taproom if:
      - (1) The brewer taproom is connected to or contracts with an establishment, including a mobile food unit, at which food is prepared and available for purchase to be consumed in the brewer taproom and which is connected to or located at the brewer taproom and receives the majority of its gross sales from the sale of food; and
      - (2) The individual:
        - (a) Is accompanied by the individual's parent or guardian;
        - (b) Is not seated at or within three feet [0.91 meters] of the bar counter; and
        - (c) Does not enter or remain in the brewer taproom after ten p.m. or during any time that food is not available for consumption as provided in paragraph 1.
    - c. An individual under twenty-one years of age may be permitted to remain in a restaurant where alcoholic beverages are being sold if the restaurant is separated from the designated area in which alcoholic beverages are opened or mixed and gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area, or if the individual is employed by the restaurant as a food waiter, food waitress, busboy, or busgirl under the direct supervision of an individual twenty-one years of age or older and is not engaged in the sale, dispensing, delivery, or consumption of alcoholic beverages.
    - d. For purposes of this subsection, "mobile food unit" means a vehicle-mounted food service establishment designed to be readily movable from which a vendor prepares, cooks, sells, or serves food or beverages for immediate consumption.
  4. An individual under twenty-one years of age may enter and remain on the licensed premises if the individual is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering, or consuming alcoholic beverages; if the individual is a law enforcement

officer or other public official who enters the premises in the performance of official duty; or if the individual enters the licensed premises for training, education, or research purposes under the supervision of an individual twenty-one or more years of age with prior notification of the local licensing authority.

5. An individual under twenty-one years of age may attend an event where alcoholic beverages are sold in accordance with the conditions of an event permit issued pursuant to section 5-02-01.1.
6. A restaurant may employ an individual who is eighteen years of age or older but under twenty-one years of age as provided in subsection 3 to serve and collect money for alcoholic beverages, if the individual is under the direct supervision of an individual twenty-one or more years of age, but may not be engaged in mixing, dispensing, or consuming alcoholic beverages. Any establishment that sells alcoholic beverages may employ an individual from eighteen to twenty-one years of age to work on the premises as a musician, disc jockey, or entertainer, or to perform duties directly related to working as a musician, disc jockey, or entertainer if the individual is under the direct supervision of an individual twenty-one or more years of age.
7. For purposes of this section, an individual is not twenty-one years of age until eight a.m. on that individual's twenty-first birthday.
8. If an individual is convicted of this section, the court shall consider the following in mitigation:
  - a. After consuming the alcohol, the underage individual was in need of medical assistance as a result of consuming alcohol; and
  - b. Within twelve hours after the underage individual consumed the alcohol, the defendant contacted law enforcement or emergency medical personnel to report that the underage individual was in need of medical assistance as a result of consuming alcohol.

**5-02-06.1. Evidence of an individual under twenty-one years of age in a licensed premises - Proof of identification - Refusal - Penalty.**

1. If a peace officer has reasonable and articulable suspicion that an individual under the age of twenty-one is in a licensed premises for a purpose prohibited under section 5-02-06, the peace officer may request the individual to furnish a nondriver photo identification card or an operator's license to verify the individual's age.
2. An individual who refuses to provide proof of identification upon request is guilty of an infraction.
3. If an individual charged with an infraction under this section produces a nondriver photo identification card or an operator's license before the final disposition of the infraction establishing the individual was twenty-one years of age or older at the time of the peace officer's request to furnish identification, the prosecuting attorney shall dismiss the infraction against the individual.

**5-02-07. Sale of other items restricted - Penalty.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-02-07.1. Sale of alcoholic beverages in exchange for goods prohibited.**

Any licensee engaged in the retail sale of alcoholic beverages who accepts goods, chattels, or other tangible personal property, other than money, checks, legal tender, negotiable instruments, or other evidences of debt, in exchange for any alcoholic beverages is guilty of a class B misdemeanor.

**5-02-07.2. Sale of beer in kegs - Registration and marking required.**

1. Any retail alcoholic beverage licensee who sells beer in a container with a liquid capacity greater than six gallons [22.71 liters] must place the licensee's state retail alcoholic beverage license number on the container and also must mark the container with a "registration" number or letters, or both, unique to that container. The paint or

ink used to mark the containers or other manner of marking the containers must be approved by the attorney general.

2. Whenever a retail alcoholic beverage licensee sells beer in a container with a liquid capacity greater than six gallons [22.71 liters], the licensee shall record the date of sale and the name, address, and driver's license number or number of other official state or military identification card of the person to whom the beer is sold, together with the signature, and registration number, or letters of the container, or both. Such records must be retained for a period of no less than six months and must be kept on the licensed premises of the retail establishment where the sales are made.
3. Each retail alcoholic beverage licensee shall permit any law enforcement officer to inspect the records required to be kept pursuant to this section during times the retail establishment is normally open for business or at other reasonable times.
4. This section does not apply to the sale of beer in a container by a retail alcoholic beverage licensee if the contents of the container are consumed on the licensed premises where the sale occurred.

**5-02-08. Disorderly conduct prohibited - Penalty.**

Repealed by S.L. 1975, ch. 106, § 673.

**5-02-09. Local regulations.**

The local governing body by ordinance or resolution may regulate or restrict the operation of licensees, including among other things determining the number of licenses to be granted, establishing health and safety standards for licensed premises, setting of hours, regulation of open door policies by fraternal organizations or private clubs, and regulation of dancing or various forms of entertainment on the premises.

**5-02-09.1. Attorney general to adopt rules.**

The attorney general pursuant to chapter 28-32 shall adopt rules necessary to carry out the provisions of this chapter.



**5-02-10. Hearing on alleged violations.**

1. If a person has information that a licensed retailer of alcoholic beverages has violated any provision of this title, the person may file with the attorney general, city attorney, or state's attorney an affidavit specifically explaining the violation within fourteen days of the date of the alleged violation.
2. If a person timely files an affidavit under subsection 1, the city attorney or state's attorney shall set the matter for hearing not later than the next regular meeting of the local governing body or forward the affidavit to the attorney general.
3. If a person timely files an affidavit under subsection 1, the attorney general shall set the matter for hearing in the local county courthouse not less than ten days after copies of the affidavit and notice of hearing have been mailed to the licensee by registered mail.
4. If the hearing is held by the local governing body, a copy of the affidavit and notice of hearing must be mailed to the licensee by registered mail not less than five days before the hearing.
5. A hearing conducted under this section must be recorded by stenographic notes or the use of an electronic recording device.

**05-02-10.1. Violations - Alcohol server training.**

For a first violation taken against the retail licensee by a licensing authority for serving alcoholic beverages, the licensing authority shall accept as a mitigating factor the retail licensee provided to the licensee's employees alcohol server training that addressed intoxication, drunk driving, and underage drinking, as approved by the licensing authority. Under this section, a mitigating factor must result in a lesser punishment than the retail licensee would have received if not for the mitigating factor.

**5-02-11. Suspension or revocation of license - Appeal.**

If after such hearing the attorney general or local governing body finds the violation charged in the affidavit has been proved by the evidence, an order must be served on the licensee revoking or suspending the licensee's license for a period of time. Such action may be appealed to the district court by following the appeal procedure set forth in chapter 28-32, except that the order revoking or suspending the license is inoperative while the appeal is pending.

**5-02-12. Witnesses - Subpoena - Fees.**

The attorney general or a member of the local governing body has the power to administer oaths and subpoena and examine witnesses. Any witness called by the prosecution, except a peace officer while on duty, shall receive the same fees and mileage as a witness in a civil case in district court.

**5-02-13. Removal of wine from restaurant.**

If a full bottle of wine has been opened and the contents partially consumed, a retail alcoholic beverage licensee whose gross sales of food are at least thirty percent of the gross sales of alcoholic beverages consumed on the premises may permit an individual purchasing the bottle to remove the bottle when leaving the licensed premises if the licensee reseals the bottle with a seal that must be made conspicuously inoperative to reopen the bottle, and places a receipt of sale with the bottle. The removal of the bottle under these conditions is not an off sale of wine and is permitted without an additional license.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Type: Encroachment Agreement

Location: 3101 1st Ave N

Date of Hearing: 4/6/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/13/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding an Encroachment Agreement at 3101 1st Avenue North with Case Equipment Corporation to allow access and use of their guard shack and fence within the public right of way.

Case reached out about the reconstruction of the roadway, which accesses their business from the east, 4th Avenue North. It was discovered that Case has a guard shack and a fence encroaching along the west dead end and south west side respectively. This Agreement is to memorialize those encroachments as Case desires for the items to remain. City staff find it acceptable to allow these encroachments to remain and recommend waiving the processing and annual fees.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of the Encroachment Agreement with Case Equipment Corporation at 3101 1st Avenue North and to waive the initial processing and annual fee.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with Case Equipment Corporation at 3101 1st Avenue North and to waive the initial processing and annual fee.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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


COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 Nathan Boerboom, P.E.  
 Assistant City Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Matthew Jennings, ROW Management  
**Date:** April 1, 2026  
**Re:** Encroachment Agreement 3101 1<sup>st</sup> Avenue North – Case Equipment Corporation

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### Background:

Case reached out previously about a reconstruction on the roadway which accesses their business from the east, 4<sup>th</sup> Avenue North. Engineering staff have been working with Case to design bid and construct this reconstruction project for the 2026 construction season.

It was discovered that Case has a guard shack and a fence encroaching along the west dead end and south west side respectively. This agreement is to memorialize those encroachments as Case desires for the items to remain. Since Case is the only property owner on the west half of the roadway, City staff find it acceptable to allow these encroachments to remain.

Attached is an Encroachment Agreement with Case Equipment Corporation at 3101 1<sup>st</sup> Avenue North. This is to allow an encroachment for Case to utilize their guard shack and fence within the public right of way.


The following fees for this encroachment agreement will be waived.


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

### Recommended Motion:

Recommend approval of the Encroachment Agreement with Case Equipment Corporation.

EXHIBIT "A" - ENCROACHMENT AGREEMENT

ENCROACHMENT AREA = 

GUARD SHACK = 



THE CITY OF  
**Fargo**  
 ENGINEERING



OWNER: CASE EQUIPMENT CORPORATION

LEGAL DESCRIPTION: COMMENCING IN THE NORTHWEST CORNER OF BLOCK 2, LOT 8 OF SCHULTZ & LINDSAY'S 1ST ADDITION, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; TO THE POINT OF BEGINNING THENCE N03° 39' 01"W A DISTANCE OF 70.0 FEET; THENCE N87° 46' 31"E A DISTANCE OF 16.0 FEET; THENCE S03° 39' 01"E A DISTANCE OF 44.0 FEET; THENCE N87° 46' 31"E A DISTANCE OF 21.0 FEET; THENCE S03° 39' 01"E A DISTANCE OF 23.00 FEET; THENCE N87° 46' 31"E A DISTANCE OF 767.9 FEET; THENCE S03° 39' 01"E A DISTANCE OF 3.00 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF BLOCK 2 A DISTANCE OF 804.9 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 4,132 SQUARE FEET, MORE OR LESS

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

**ENCROACHMENT AGREEMENT**

(Security Fencing and Guard Shack)

**THIS AGREEMENT**, made and entered by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as “City”, and **CASE EQUIPMENT CORPORATION**, hereinafter referred to as “Case” or “Owner”;

**WITNESSETH:**

**WHEREAS**, Case owns property located at 3101 1st Avenue North in Fargo, which is bordered to the north by 4th Avenue North.

**WHEREAS**, Case desires to encroach on a portion of City right-of-way (described below) for the purpose of security fencing and an adjacent guard shack;

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

**WHEREAS**, Case has agreed to execute this agreement required by City for encroachment upon City right-of-way.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto as follows:

Case is hereby granted the right to encroach upon and use a portion of the right-of-way, said encroachment being for the purpose of security fencing and an adjacent guard shack, along the west end of 4th Avenue North.

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

SCHULTZ & LINDSAYS 1ST WEST 52.5' LOT 5 BLOCK 2 AND ALL LOTS 6, 7 & 8 & ALL LOTS 39 THRU 44 TEIGENS 2ND

located within the City of Fargo, situate in the County of Cass and the State of North Dakota

The Property has a street address of 3101 1st Avenue North, Fargo, ND 58102 (the "encroaching property").

The encroachment at the encroaching property is described as follows:

Commencing in the northwest corner of Block 2, Lot 8 of Schultz & Lindsay's 1st Addition, City of Fargo, Cass County, North Dakota; to the point of beginning thence N03° 39' 01"W a distance of 70.0 feet; thence N87° 46' 31"E a distance of 16.0 feet; thence S03° 39' 01"E a distance of 44.0 feet; thence N87° 46' 31"E a distance of 21.0 feet; thence S03° 39' 01"E a distance of 23.00 feet; thence N87° 46' 31"E a distance of 767.9 feet; thence S03° 39' 01"E a distance of 3.00 feet; thence westerly along the north line of Block 2 a distance of 804.9 feet to the point of beginning.

Said tract contains 4,132 square feet, more or less (the "encroachment area").

2. It is the intent of this agreement that Owner may utilize City right-of-way for the purpose of maintaining and utilizing security fencing and an adjacent guard shack within the encroachment area.

3. Owner agrees and understands that as a condition of the use of the right-of-way, Owner shall be responsible for the installation cost and maintenance of all components of the security fencing and an adjacent guard shack.

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

5. Owner agrees and understands that the installation and maintenance of private utilities within the right of way requires owner to adhere to ND One-Call requirements which require locating its private utilities.

6. Owner agrees and understands that the City is not able to grant an encroachment or easement for the land occupied by Southeast Cass Water Resource District, containing County Drain Number 10 directly adjacent to the encroachment area.

7. It is understood and agreed by and between the parties that Owner will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public right-of-way for the security fencing and an adjacent guard shack. Case agrees to accept all maintenance responsibility for the security fencing and an adjacent guard shack and associated property used by Owner within the City right-of-way.

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

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

the encroaching property. Subsequent owners may request permission to encroach, and enter into a separate encroachment agreement with City.

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

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

12. If City determines, in its sole discretion, that Owner has failed to maintain the security fencing and the adjacent guard shack in an acceptable manner, City may terminate this agreement after giving Owner written notice thirty (30) days in advance of such termination.


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

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

(Signatures on following pages)

Dated this 30 day of March, 2026.

**CASE EQUIPMENT CORPORATION**

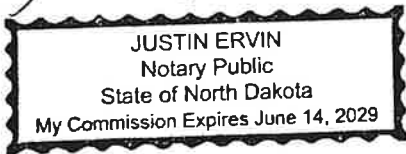
By: Jorge E. Zedillo   
Its: Plant Manager

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

On this 30<sup>th</sup> day of March, 2026, before me, a notary public in and for said county and state, personally appeared Jorge E. Zedillo, to me known to be the Plant Manager of the CASE EQUIPMENT CORPORATION, described in and who has executed the within and foregoing instrument, and acknowledged to me that he executed the same.

  
(SEAL)

Notary Public  
Cass County, North Dakota





PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

10

Type: Dedication

Location: Selkirk Place Fourth Addition

Date of Hearing: 7/28/2025

<u>Routing</u>	<u>Date</u>
City Commission	04/13/2026
PWPEC File	X
Project File	Donald Kress

The Committee reviewed communication from Planning Coordinator, Donald Kress, regarding the dedication of City property to Southeast Cass Water Resource District (SECWRD) and Fargo Park District within the proposed Selkirk Place Fourth Addition.

Staff is seeking authorization to dedicate a portion of the City property to the SECWRD for the required 175' drain setback, and a portion of the City property to the Fargo Park District for park purposes. A City-owned levee and stormwater drainage facilities will be included within the property that would be dedicated to these two government entities. The government entities will grant the City the necessary easements for the levee and stormwater drainage facilities.

On a motion by Brenda Derrig, seconded by Nathan Boerboom, the Committee voted to authorize the dedication of portions of this City-owned property to SECWRD and Fargo Park District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and authorize the dedication of portions of this City-owned property to SECWRD and Fargo Park District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

COMMITTEE

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

ATTEST:

  
Nathan Boerboom, PE  
Assistant City Engineer

**MEMORANDUM**

TO: Members of PWPEC  
FROM: Donald Kress, current planning coordinator  
DATE: July 24th, 2025  
RE: Development Application Update

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1. **Project Name** Selkirk Place Fourth Addition---dedication of City property to SE Cass WRD and Fargo Park District

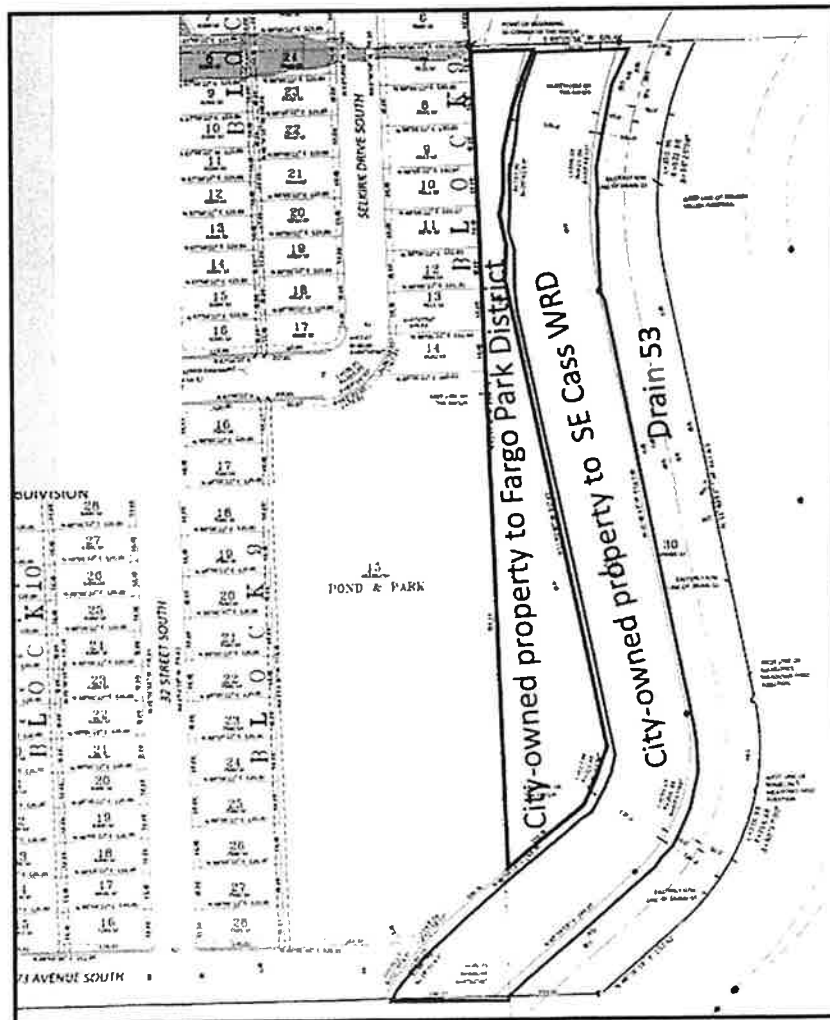
**Representative:** Jon Youness, EagleRidge Development

As PWPEC reviewed at their June 30<sup>th</sup>, 2025 meeting, the proposed Selkirk Place Fourth Addition includes an unplatted portion of the Southeast Quarter of Section 11, T138N R49W. This area, shown on the attached graphic, is on the west side of County Drain 53. This portion of City property is intended to be platted as lots in the Selkirk Place Fourth Addition, and rezoned from AG, Agricultural to P/I, Public/Institutional. This platting and zoning will be similar to what was done in the Selkirk Place First Addition.

Staff seeks PWPEC's authorization to dedicate a portion of the City property to the SE Cass Water Resource District for the required 175-foot drain setback, and a portion of the City property to the Fargo Park District for park purposes. A City-owned levee and stormwater drainage facilities will be included within the property that would be dedicated to these two government entities. The government entities will grant the City the necessary easements for the levee and stormwater drainage facilities.

**Recommendation:** Allow the City to dedicate portions of this City-owned property to SE Cass WRD and Fargo Park District.

# LOCATION OF CITY-OWNED PROPERTY PROPOSED TO BE DEDICATED TO SE CASS WRD AND FARGO PARK DISTRICT



**QUITCLAIM DEED**

**THIS INDENTURE** is made this \_\_\_\_ day of \_\_\_\_\_, 2026, between **City of Fargo, Cass County, North Dakota**, a North Dakota municipal corporation, 225 4th Street North, Fargo, North Dakota 58102, **Grantor**, and **The Park District of the City of Fargo**, a municipal subdivision and a park district under Chapter 40-49 N.D.C.C., 6100 38<sup>th</sup> Street South, North Dakota 58104, **Grantee**.

For and in consideration of sum of One Dollar (\$1.00) and other valuable consideration, Grantor does hereby QUITCLAIM to the Grantee, all of its interest in the following real property lying and being in the County of Cass, and State of North Dakota, and described as follows, to-wit:

**Lot Twenty-nine (29), Block Nine (9), of Selkirk Place Fourth Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.**

I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by subdivision (h) of subsection 6 of N.D.C.C. 11-18-02.2.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Grantee or Agent

TO HAVE AND TO HOLD, the above quitclaimed premises, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its heirs and assigns, FOREVER.





April 8, 2026

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. SR-26-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 8, 2026, for Sidewalk & Shared Use Path Rehab/Reconstruction, Project No. SR-26-B1, located as follows: Various Areas Citywide.

The bids were as follows:

Curb to Curb, LLC	\$692,321.00
Border States Paving Inc	\$743,307.55
Earthwork Services, Inc	\$771,068.00
Engineers Estimate	\$813,470.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Curb to Curb, LLC. in the amount of \$692,321.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer

**Engineer's Statement Of Cost**

Project # SR-26-B1

**Sidewalk & Shared Use Path Rehab/Reconstruction**

Various Areas City Wide

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:

Sidewalk & Shared Use Path Rehab/Reconstruction Project # SR-26-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Assessed</b>					
1	F&I Sidewalk 4" Thick Reinf Conc	SY	5,300.00	75.50	400,150.00
2	F&I Sidewalk 5" Thick Reinf Conc	SY	350.00	80.00	28,000.00
3	F&I Driveway 7" Thick Reinf Conc	SY	318.00	83.00	26,394.00
4	Rem & Repl Curb & Gutter	LF	78.00	115.00	8,970.00
5	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	60.00	95.00	5,700.00
6	Rem & Repl Driveway 6" Thick Reinf Conc	SY	40.00	128.00	5,120.00
7	Rem & Repl Pavement 6" Thick Asph	SY	120.00	125.00	15,000.00
8	Remove Pavement All Thicknesses All Types	SY	1,128.00	25.00	28,200.00
9	Sodding	SY	50.00	50.00	2,500.00
10	Remove Tree	EA	2.00	485.00	970.00
11	Topsoil - Import Special	CY	140.00	40.00	5,600.00
12	Fill - Import	CY	80.00	20.00	1,600.00
<b>Assessed Total</b>					<b>528,204.00</b>
<b>City Paid</b>					
13	Rem & Repl Curb & Gutter	LF	150.00	115.00	17,250.00
14	F&I Sidewalk 4" Thick Reinf Conc	SY	90.00	75.00	6,750.00
15	F&I Sidewalk 6" Thick Reinf Conc	SY	45.00	76.00	3,420.00
16	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	130.00	95.00	12,350.00
17	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	40.00	128.00	5,120.00
18	Remove Sidewalk All Thicknesses All Types	SY	50.00	25.00	1,250.00
19	Remove Driveway All Thicknesses All Types	SY	50.00	25.00	1,250.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	F&I Det Warn Panels Cast Iron	SF	160.00	90.50	14,480.00
21	Casting to Grade - w/Conc	EA	15.00	500.00	7,500.00
22	GV Box to Grade - w/Conc	EA	5.00	500.00	2,500.00
23	Curb Stop Box to Grade	EA	5.00	450.00	2,250.00
24	Rem & Repl Pavement 9" Thick Asph	SY	40.00	195.00	7,800.00
25	Seeding Type B	SY	4,980.00	3.25	16,185.00
26	Mulching Type 1 Hydro	SY	4,980.00	1.90	9,462.00
27	Topsoil - Import Special	CY	150.00	40.00	6,000.00
28	Irrigation Repair	EA	10.00	1,000.00	10,000.00
29	Traffic Control - Type 1	LS	1.00	10,000.00	10,000.00
<b>City Paid Total</b>					<b>133,567.00</b>
<b>Downtown ADA Ramps</b>					
30	Rem & Repl Curb & Gutter	LF	122.00	115.00	14,030.00
31	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	120.00	95.00	11,400.00
32	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	40.00	128.00	5,120.00
<b>Downtown ADA Ramps Total</b>					<b>30,550.00</b>
<b>Total Construction in \$</b>					<b>692,321.00</b>

Contingency	5.00%	34,616.05
Engineering	10.00%	69,232.10
Interest	4.00%	27,692.84
Admin	4.00%	27,692.84
Legal	3.00%	20,769.63
<b>Total Estimated Costs</b>		<b>872,324.46</b>
Sidewalk Assessments		665,537.04
Sales Tax Funds - Infrastructure - 420		206,787.42
<b>Unfunded Costs</b>		<b>0.00</b>

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



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

Thomas Knakmuhs, P.E.  
City Engineer

COVER SHEET  
CITY OF FARGO PROJECTS

12

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:

LS #40 Rehab

Project No.	<u>NR-26-C</u>		
Call For Bids	<u>April 13</u>	,	<u>2026</u>
Advertise Dates	<u>April 22, 29 &amp; May 6</u>	,	<u>2026</u>
Bid Opening Date	<u>May 20</u>	,	<u>2026</u>
Substantial Completion Date	<u>June 1</u>	,	<u>2027</u>
Final Completion Date	<u>July 1</u>	,	<u>2027</u>

- N/A PWPEC Report (Part of 2026 CIP)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- N/A Notice to Property Owners (Special Assessments)
- X **WIFIA & SRF** Language Included

Project Engineer Christine Goldader

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:

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



**ENGINEER'S REPORT**  
**LS #40 REHAB**  
**PROJECT NO. NR-26-C**  
**ON 32ND AVENUE NORTHEAST, EAST OF EAGLE STREET**  
**NORTH**

**Nature & Scope**

This project is for the reconstruction of Storm Sewer Lift Station #40, which will include elevating the structure height, replace the pump and controls, and miscellaneous improvements to provide pumping during river flooding events.

**Purpose**

This project has been identified as being necessary to allow the proposed 1% annual chance flood level (37-foot river gage height) to pass through Fargo, without any emergency measures, once the Fargo Moorhead Diversion Project (Diversion) is completed.

**Feasibility**

The estimated cost of construction is \$594,420.00. The cost breakdown is as follows:

<b>Base Bid</b>		
<b>Construction Cost</b>		\$594,420.00
<b>Fees</b>		
Contingency	10%	\$59,442.00
<b>Total Estimated Cost</b>		<b>\$653,862.00</b>
<b>Funding</b>		
Sales Tax Funds - Flood Control - 460	100.00%	\$653,862.00

<b>Miscellaneous Costs</b>		
Outside Engineering		\$31,748.00
<b>Total Miscellaneous Costs</b>		<b>\$31,748.00</b>
<b>Funding</b>		
Sales Tax Funds - Flood Control - 460	100.00%	\$31,748.00

**Project Funding Summary**

Sales Tax Funds - Flood Control - 460	100.00%	\$685,610.00
<b>Total Estimated Project Cost</b>		<b>\$685,610.00</b>

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.  
City Engineer

COVER SHEET  
CITY OF FARGO PROJECTS

13

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:

Storm Sewer Area Repairs

Project No. UR-26-A

Call For Bids	<u>April 13</u>	, <u>2026</u>
Advertise Dates	<u>April 22, 29 &amp; May 6</u>	, <u>2026</u>
Bid Opening Date	<u>May 20</u>	, <u>2026</u>
Substantial Completion Date	<u>October 2</u>	, <u>2026</u>
Final Completion Date	<u>November 6</u>	, <u>2026</u>

<u>N/A</u>	PWPEC Report (Part of 2026 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included
Project Engineer	<u>Jacob Dethloff</u>
Phone No.	<u>(701) 241-1545</u>

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

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



**ENGINEER'S REPORT  
STORM SEWER AREA REPAIRS  
PROJECT NO. UR-26-A  
VARIOUS SITES CITY WIDE**

**Nature & Scope**

This project is for the repair of existing storm sewer infrastructure.

**Purpose**

This project has been identified as being necessary to repair various sinkholes, inlets, and outfalls Citywide.

**Feasibility**

The estimated cost of construction is \$450,887.50. The cost breakdown is as follows:

<b>Utility Funds - Stormwater - 524</b>			
<b>Construction Cost</b>			\$450,887.50
<b>Fees</b>			
Admin	4%		\$18,035.50
Contingency	5%		\$22,544.38
Engineering	10%		\$45,088.75
Interest	4%		\$18,035.50
Legal	3%		\$13,526.63
<b>Total Estimated Cost</b>			<b>\$568,118.26</b>
<b>Funding</b>			
Utility Funds - Stormwater - 524	100.00%		\$568,118.26

<b>Project Funding Summary</b>			
Utility Funds - Stormwater - 524	100.00%		\$568,118.26
<b>Total Estimated Project Cost</b>			<b>\$568,118.26</b>

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.  
City Engineer



April 8, 2026

Honorable Board of City Commissioners  
City of Fargo  
Fargo, North Dakota

RE: 64<sup>th</sup> Avenue South Traffic Calming Update

Honorable Commissioners,

At the January 20, 2026, City Commission meeting, the City Commission directed the Engineering Department to develop a traffic-calming plan for the area between University Drive and I-29 along 64<sup>th</sup> Avenue South within 90 days. Since then, staff from the Engineering Department have met internally, with our Consulting Engineer (Bolton & Menk), and with adjacent property owners to discuss concerns, ideas, potential solutions, and possible impacts of these improvements.

We continue to refine the concepts discussed in those meetings, as well as develop associated project cost estimates. However, we are not yet prepared to present these items to the public or the City Commission. At this time, I believe the most appropriate path forward is to complete this work, hold a public meeting to gather input from residents on the concepts, and then present staff's recommendations to the City Commission.

Because ramps at 64<sup>th</sup> Avenue South and I-29 will not be installed until 2028 at the earliest, and more likely 2029, it is important that we take adequate time to communicate with the public and ensure their concerns are fully considered before finalizing recommendations. I anticipate that completing this process and thoroughly vetting the concepts will take several more months. For this reason, I am requesting additional time for the Engineering Department to complete this work.

**Recommended Motion:**

Direct the Engineering Department to continue developing concepts and cost estimates for the various traffic-calming options discussed with adjacent residents and return to the City Commission with a recommendation once this work is complete and the public has had an opportunity to provide input.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Knakmuhs', written in a cursive style.

Tom Knakmuhs, City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

116

Improvement District No. BR-23-G0

Type: Contract Amendment #5

Location: 32nd Ave S, 22nd St – University Dr

Date of Hearing: 4/6/2026

Routing

City Commission  
PWPEC File  
Project File

Date

4/13/2026

X

Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Contract Amendment #5 in the amount of \$48,510.00 for additional work.

Staff is recommending approval of Contract Amendment #5 in the amount of \$48,510.00, bringing the total contract amount to \$2,488,307.00.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Contract Amendment #5 to Apex Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Contract Amendment #5 in the amount of \$48,510.00, bringing the total contract amount to \$2,488,307.00 to Apex Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WM Repl Funds & Special Assessments

Yes No

N/A

N/A

N/A

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


COMMITTEE

Tim Mahoney, Mayor  
Nicole Crutchfield, Director of Planning  
Gary Lorenz, Fire Chief  
Brenda Derrig, Assistant City Administrator  
Ben Dow, Director of Operations  
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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nathan Boerboom
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
Nathan Boerboom, P.E.  
Assistant City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Eric Hodgson, Civil Engineer II  
**Date:** April 6th, 2026  
**Subject:** Improvement District No. BR-23-G0 - Amendment No. #5  
32<sup>nd</sup> Avenue South from 22<sup>nd</sup> Street to University Drive  
Public and Media Coordination

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### Background:

On September 6<sup>th</sup>, 2022, City Commission awarded Apex Engineering a design contract for 32<sup>nd</sup> Avenue South from 22<sup>nd</sup> Street to University Drive. Since that time, the project has been split into 2 separate projects. The first project, 22<sup>nd</sup> Street to 15<sup>th</sup> Street was constructed in 2025. The second project, 15<sup>th</sup> Street through University Drive is being constructed in 2026.

The proposed Contract Amendment provided by Apex totaling \$48,510, is to cover the additional work to be provided by Flint Group and Apex Engineering for public and media coordination due to the project being split. The same public and media coordination setup was used for the last phase of 32<sup>nd</sup> Avenue construction.

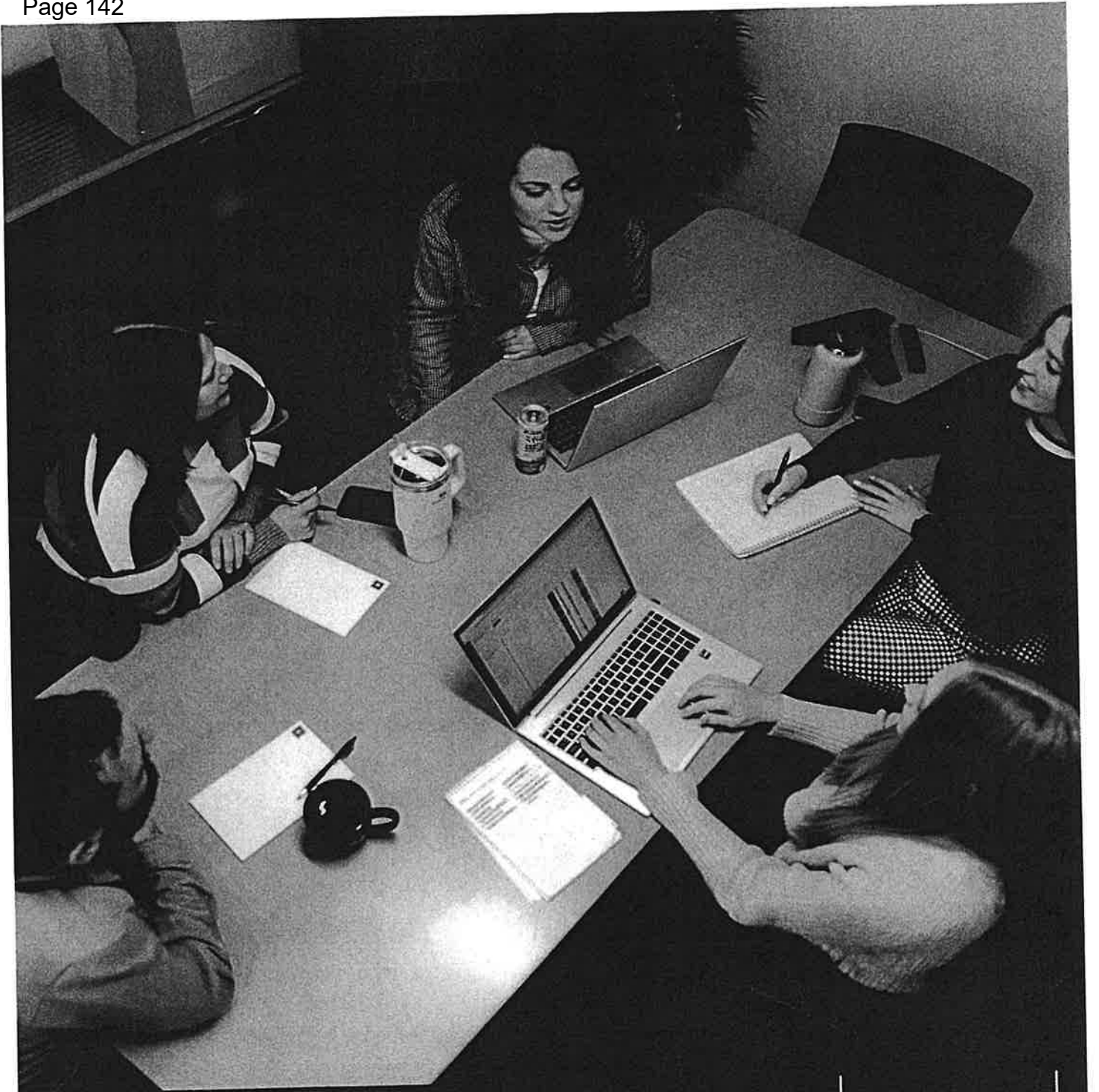
For your review, Apex Engineering has provided the Contract Amendment #5 document outlining the services to be provided and is attached to this Memorandum.

### Recommended Motion:

Approve Contract Amendment #5 in the amount of \$48,510 for Improvement District No. BR-23-G0 to Apex Engineering.

EBH/klb  
Attachment:

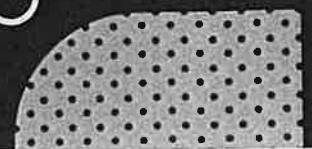
- 1.) "Engineering Services Agreement Amendment #5 – Project No. BR-23-G0".



32<sup>nd</sup> Ave Fargo - 2026

# Apex Engineering Group

**FLINT**  
GROUP



PROJECT WORK	SLATED BUDGET
<p><b>Account Management</b></p> <ul style="list-style-type: none"> <li>• Day-to-day contact</li> <li>• Attendance at planning meetings</li> <li>• Anticipate needs and brainstorm solutions</li> <li>• Provides direction to Flint team</li> <li>• Quality assurance checks</li> </ul> <p><b>Project Management</b></p> <ul style="list-style-type: none"> <li>• Defining project deliverables</li> <li>• Coordination of tasks and resources</li> <li>• Enforce project timelines and deadlines</li> <li>• Quality assurance checks</li> <li>• Monitoring of project budget</li> </ul>	<p><b>60 hours, \$10,950</b></p> <ul style="list-style-type: none"> <li>• Account Management               <ul style="list-style-type: none"> <li>◦ 30 hours @ \$190 = \$5,700</li> </ul> </li> <li>• Project Management               <ul style="list-style-type: none"> <li>◦ 30 hours @ \$175 = \$5,250</li> </ul> </li> </ul> <p><b>36 hours, \$6,840</b></p> <p><i>Meeting Attendance:</i></p> <ul style="list-style-type: none"> <li>• Construction meeting (1/week)               <ul style="list-style-type: none"> <li>◦ 24 hours @ \$190 = \$4,650</li> </ul> </li> <li>• Bi-Weekly public meeting (2/month)               <ul style="list-style-type: none"> <li>◦ 12 hours @ \$190 = \$2,280</li> </ul> </li> </ul>
<p><b>Public Relations and Social Media</b></p> <ul style="list-style-type: none"> <li>• Update key messaging</li> <li>• Update and distribute business toolkit, if needed</li> <li>• Create and distribute press releases and advisories regarding project updates</li> <li>• Facilitate media interviews (print, TV, radio)</li> <li>• Email updates to 32<sup>nd</sup> Ave list</li> <li>• Fargo Streets Facebook page posts</li> </ul>	<p><b>134 hours, \$21,380</b></p> <p><i>Public Updates:</i></p> <ul style="list-style-type: none"> <li>• Press releases, media interviews, social posts, email updates reviewing, and website updates               <ul style="list-style-type: none"> <li>◦ 90 hours @ \$160 = \$14,400</li> </ul> </li> <li>• Promotion of public meetings (2 hours/12 meetings)               <ul style="list-style-type: none"> <li>◦ 24 hours @ \$160 = \$3,840</li> </ul> </li> </ul> <p><i>Business Toolkit:</i></p> <ul style="list-style-type: none"> <li>• Updates               <ul style="list-style-type: none"> <li>◦ 4 hours @ \$160 = \$640</li> </ul> </li> </ul> <p><i>Maps:</i></p> <ul style="list-style-type: none"> <li>• Review of creative (assuming ten traffic shifts)               <ul style="list-style-type: none"> <li>◦ 10 hours @ \$160 = \$1,600</li> </ul> </li> </ul> <p><i>Proofreading:</i></p> <ul style="list-style-type: none"> <li>• Proofreading of all public facing assets prior to deployment               <ul style="list-style-type: none"> <li>◦ 6 hours @ \$150 = \$900</li> </ul> </li> </ul>

<p><b>E-mail Marketing</b></p> <ul style="list-style-type: none"><li>• Mailchimp Account Management</li><li>• Email Design &amp; Deployment</li></ul>	<p><b>15 hours, \$2,625</b></p> <ul style="list-style-type: none"><li>• Design, Creation &amp; Deployment + address list management<ul style="list-style-type: none"><li>◦ 15 hours @ \$175 = \$2,625</li></ul></li></ul> <p><b>Mailchimp Costs: \$20/month (\$240/year)</b> Plan Type: Standard</p>
<p><b>Creative Services</b></p> <ul style="list-style-type: none"><li>• Design maps and project graphics/documents</li><li>• Printing coordination at client request <b>(PRINTING HARD COSTS NOT INCLUDED)</b></li></ul>	<p><b>35 hours, \$6,475</b></p> <ul style="list-style-type: none"><li>• Graphic Design<ul style="list-style-type: none"><li>◦ 35 Hours @ \$185 = \$6,475</li></ul></li></ul>
<p><b>TOTAL</b></p>	<p><b>280 hours   \$48,270</b></p> <p><b>Mailchimp Hard Costs: \$20/month (\$240/year)</b></p>

## Estimate Approval

Estimate includes x rounds of revisions after which a new SOW will be provided. By signing this document, the project will commence, and you will be billed accordingly for the work completed.

**APPROVED BY:**

X \_\_\_\_\_ **Date:** \_\_\_\_\_

## Terms & Conditions

### Compensation is provided for as follows:

Flint will bill Apex Engineering, known as the Client, the amount noted in above Estimate Recap. If the scope of the project changes from original request, we will inform the Client upfront of the additional change order charges. This estimate is for anticipated costs of the project and is valid for 60 days.

### Billing procedures are as follows:

#### General Billing

Our terms are net thirty (30) days from date of invoice. Interest at prevailing rates may be charged on accounts past due thirty (30) days.

Where a large project is required, agreement may be sought to invoice as work-in-progress, one-third (1/3) of estimated cost at commencement, one-third (1/3) on approval of draft work, and final detailed invoice on delivery.

Please note that items listed in this statement of work may be subject to applicable sales tax, which will be calculated and added to the final invoice as required by law.

#### Media Billing

The Client authorizes Flint to purchase and place advertising for the client and obligates the Client contractually or otherwise for payment of such advertising. All media placement requests shall name the Client as Advertiser and Flint as the Client's Agent. Flint will bill client-approved media plans and budgets 30 days in advance of first air date. Flint checks all media advertising before payment to media is approved. Once payment has been made to Flint, Flint assumes full financial responsibility for remitting payment to the media in a timely manner.

If, however, the client fails to remit payment to Flint, the financial responsibility for payment lies with the Client and not with Flint. This agreement remains in effect until such time as the Client notifies in the media that the Client/Agency relationship has been discontinued.

If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

#### Intellectual Property

Upon receipt of full payment, the Client shall have full ownership rights to the final creative production assets, including print, digital, video, photos and audio. Flint will store final creative assets for two years. Flint retains the right to use the creative for promotional purposes, unless otherwise agreed upon in writing.

**Confidentiality**

Flint shall not, without the Client's express written permission, reveal or otherwise make available to any person or persons any confidential, privileged information or trade secrets regarding the Client's products, business, customers or methods of operation learned by the Agency during the term of this contract.

**Disclosure Statement Regarding the Use of Artificial Intelligence (AI) in Marketing Services**

**Use of AI Tools**

The Agency may utilize a variety of AI technologies to enhance and optimize the delivery of its marketing services.

**Data Privacy**

The Agency is committed to ensuring the privacy and security of all data used in conjunction with AI tools. The Agency adheres to all applicable laws and best practices concerning data privacy and protection, including but not limited to, the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and other relevant legislation.

**Indemnification**

You agree to hold harmless, defend and indemnify Agency, together with its current, former and future owners, officers, directors and employees, for any claims arising out of the use of artificial intelligence hereunder, including without limitation any attorney fees, court costs, judgments, settlement agreements or other costs associated with such claims.

By continuing with the Agreement, the Client acknowledges and consents to the Agency's use of AI as outlined in this Statement. This consent extends to any AI technologies currently in use or those that may be adopted in the future as part of the Agency's ongoing efforts to provide the best possible marketing services.

**Term of Contract**

The term of this contract begins on the date it has been signed by both parties and ends <INSERT DATE>. Upon written agreement of the parties the contract ends, the contract may be extended.

**Termination**

Termination by either party without cause. This contract may be terminated by mutual consent of both parties. In addition, either party may terminate this contract, without cause, with 30 days written notice to the other party. Any termination of this contract under this subsection shall be without prejudice to any obligations or liabilities of either party already accrued prior to termination.

(17)

April 8, 2026

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-26-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 8, 2026, for New Paving and Utility Construction, Improvement District No. BN-26-C1, located as follows: Selkirk Place 4th Addition.

The bids were as follows:

Dakota Underground Co Inc	\$6,816,754.88
Ryan Contracting	\$7,212,062.74
R & R Excavating, Inc.	\$8,288,572.09
Meyer Contracting, Inc.	\$16,439,686.68

Engineers Estimate \$7,823,085.14

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 \$6,816,754.88 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.  
City Engineer



**Engineer's Statement Of Cost**  
**Improvement District # BN-26-C1**  
**New Paving And Utility Construction**

Selkirk Place 4th Addition

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-26-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>33rd St S - Sanitary Sewer</b>					
1	F&I Manhole GB	EA	3.00	6,500.00	19,500.00
2	F&I Manhole w/Int Drop 5' Dia Reinf Conc	EA	3.00	25,000.00	75,000.00
3	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	292.00	0.01	2.92
4	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	1,118.00	0.01	11.18
5	Connect Pipe to Exist Pipe	EA	1.00	5,000.00	5,000.00
6	F&I Pipe SDR 26 - 8" Dia PVC	LF	292.00	66.00	19,272.00
7	F&I Pipe SDR 26 - 15" Dia PVC	LF	1,118.00	145.00	162,110.00
<b>33rd St S - Sanitary Sewer Total</b>					<b>280,896.10</b>
<b>Sanitary Sewer</b>					
8	F&I Manhole GB	EA	12.00	3,100.00	37,200.00
9	F&I Manhole 4' Dia Reinf Conc	EA	12.00	5,400.00	64,800.00
10	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	5,718.00	0.01	57.18
11	Connect Pipe to Exist Pipe	EA	5.00	1,000.00	5,000.00
12	F&I Pipe SDR 26 - 6" Dia PVC	LF	8,182.00	28.00	229,096.00
13	F&I Pipe SDR 26 - 8" Dia PVC	LF	2,504.00	40.00	100,160.00
14	F&I Pipe SDR 35 - 10" Dia PVC	LF	2,373.00	47.00	111,531.00
15	Connect Sewer Service	EA	168.00	600.00	100,800.00
<b>Sanitary Sewer Total</b>					<b>648,644.18</b>
<b>Cass Rural Water</b>					
16	F&I Fittings C153 Ductile Iron	LB	2,627.00	12.50	32,837.50
17	F&I Hydrant	EA	12.00	7,200.00	86,400.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
18	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	6,508.00	0.01	65.08
19	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	1,129.00	0.01	11.29
20	Connect Pipe to Exist Pipe	EA	6.00	500.00	3,000.00
21	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	114.00	40.00	4,560.00
22	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	6,391.00	43.00	274,813.00
23	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	3.00	80.00	240.00
24	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	1,129.00	77.00	86,933.00
25	F&I Gate Valve 6" Dia	EA	12.00	2,500.00	30,000.00
26	F&I Gate Valve 8" Dia	EA	18.00	3,400.00	61,200.00
27	F&I Gate Valve 10" Dia	EA	1.00	4,700.00	4,700.00
28	F&I Gate Valve 16" Dia	EA	2.00	21,000.00	42,000.00
29	F&I Hydrant Ext. 6" High	EA	1.00	1,100.00	1,100.00
30	F&I Hydrant Ext. 12" High	EA	1.00	1,300.00	1,300.00
31	F&I Hydrant Ext. 18" High	EA	1.00	1,500.00	1,500.00
32	F&I Pipe 1" Dia Water Service	LF	8,191.00	20.00	163,820.00
33	F&I CS & Box 1" Dia	EA	168.00	650.00	109,200.00
34	Connect Water Service	EA	168.00	460.00	77,280.00
<b>Cass Rural Water Total</b>					<b>980,959.87</b>
<b>Storm Sewer</b>					
35	F&I Manhole 4' Dia Reinf Conc	EA	10.00	3,200.00	32,000.00
36	F&I Manhole 5' Dia Reinf Conc	EA	2.00	3,300.00	6,600.00
37	F&I Manhole 6' Dia Reinf Conc	EA	8.00	6,300.00	50,400.00
38	F&I Manhole 7' Dia Reinf Conc	EA	2.00	9,500.00	19,000.00
39	F&I Manhole 8' Dia Reinf Conc	EA	5.00	11,500.00	57,500.00
40	F&I Manhole Type E Reinf Conc	EA	2.00	18,700.00	37,400.00
41	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	6.00	4,100.00	24,600.00
42	F&I Inlet - Single Box (SBI) Reinf Conc	EA	32.00	2,760.00	88,320.00
43	F&I Inlet - Round (RDI) Reinf Conc	EA	25.00	1,800.00	45,000.00
44	Remove Inlet	EA	1.00	500.00	500.00
45	Connect Pipe to Exist Pipe	EA	5.00	500.00	2,500.00
46	Connect Pipe to Exist Structure	EA	4.00	1,500.00	6,000.00
47	F&I Pipe 12" Dia	LF	2,742.02	37.50	102,825.75
48	F&I Pipe 15" Dia	LF	1,992.14	49.00	97,614.86
49	F&I Pipe 18" Dia	LF	26.42	52.00	1,373.84
50	F&I Pipe 27" Dia	LF	720.39	75.00	54,029.25

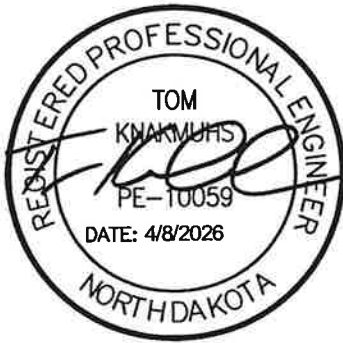
Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	F&I Pipe 36" Dia	LF	918.86	110.00	101,074.60
52	F&I Pipe 48" Dia	LF	951.15	183.00	174,060.45
53	F&I Pipe 54" Dia	LF	214.69	238.00	51,096.22
54	F&I Pipe 60" Dia	LF	799.31	270.00	215,813.70
55	F&I Pipe 24" Dia Reinf Conc	LF	142.02	62.00	8,805.24
56	F&I Pipe w/GB 15" Dia	LF	479.24	75.00	35,943.00
57	F&I Pipe w/GB 18" Dia	LF	105.00	105.00	11,025.00
58	Repair Manhole Floor & Invert	EA	1.00	2,500.00	2,500.00
59	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	315.00	315.00
60	F&I Pipe 15" Dia Reinf Conc	LF	708.10	48.00	33,988.80
61	F&I Manhole GB	EA	5.00	1,900.00	9,500.00
<b>Storm Sewer Total</b>					<b>1,269,785.71</b>
<b>Paving</b>					
62	F&I Mailbox Pad	EA	15.00	400.00	6,000.00
63	Remove Pavement All Thicknesses All Types	SY	6.00	10.00	60.00
64	Topsoil - Strip	CY	28,252.00	2.00	56,504.00
65	Topsoil - Spread	CY	7,818.93	3.00	23,456.79
66	Fill - Haul	CY	8,362.15	5.00	41,810.75
67	Excavation	CY	4,668.04	4.00	18,672.16
68	Subcut	CY	500.00	5.00	2,500.00
69	Subgrade Preparation	SY	26,209.40	1.50	39,314.10
70	F&I Woven Geotextile	SY	26,209.40	2.00	52,418.80
71	F&I Class 5 Agg - 8" Thick	SY	26,209.40	12.50	327,617.50
72	F&I Edge Drain 4" Dia PVC	LF	14,071.72	8.00	112,573.76
73	F&I Curb & Gutter Mountable (Type I)	LF	11,877.70	24.00	285,064.80
74	F&I Curb & Gutter Standard (Type II)	LF	2,194.02	26.00	57,044.52
75	Remove Curb & Gutter	LF	22.00	10.00	220.00
76	F&I Sidewalk 4" Thick Reinf Conc	SY	1,598.96	65.00	103,932.40
77	F&I Sidewalk 6" Thick Reinf Conc	SY	132.86	80.00	10,628.80
78	F&I Shared Use Path 5" Thick Reinf Conc	SY	1,222.00	70.00	85,540.00
79	F&I Shared Use Path 6" Thick Reinf Conc	SY	21.93	80.00	1,754.40
80	F&I Det Warn Panels Cast Iron	SF	349.00	58.00	20,242.00
81	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	7,346.29	85.00	624,434.65
82	Casting to Grade - Blvd	EA	33.00	250.00	8,250.00
83	Casting to Grade - no Conc	EA	14.00	1,000.00	14,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
84	GV Box to Grade - Blvd	EA	16.00	200.00	3,200.00
85	GV Box to Grade - no Conc	EA	12.00	800.00	9,600.00
86	Mulching Type 1 Hydro	SY	25,590.74	0.35	8,956.76
87	Seeding Type C	SY	5,676.78	0.60	3,406.07
88	Stormwater Management	LS	1.00	10,000.00	10,000.00
89	Temp Construction Entrance	EA	7.00	0.01	0.07
90	Inlet Protection - New Inlet	EA	68.00	250.00	17,000.00
91	Inlet Protection - Existing Inlet	EA	20.00	250.00	5,000.00
92	Remove Sidewalk All Thicknesses All Types	SY	27.80	15.00	417.00
<b>Paving Total</b>					<b>1,949,619.33</b>
<b>LOMR - Developer Funded</b>					
93	Topsoil - Strip	CY	33,530.00	2.00	67,060.00
94	Topsoil - Spread	CY	16,765.00	3.00	50,295.00
95	Fill - Haul	CY	25,210.00	7.00	176,470.00
<b>LOMR - Developer Funded Total</b>					<b>293,825.00</b>
<b>Regional Detention</b>					
96	F&I Inlet - Special (SPI) Reinf Conc	EA	5.00	1,500.00	7,500.00
97	F&I Pipe 54" Dia Reinf Conc	LF	957.44	236.00	225,955.84
98	F&I Pipe 60" Dia Reinf Conc	LF	189.67	265.00	50,262.55
99	F&I Rip Rap Rock	CY	46.66	150.00	6,999.00
100	F&I Flared End Section 54" Dia Reinf Conc	EA	1.00	3,800.00	3,800.00
101	F&I Flared End Section 60" Dia Reinf Conc	EA	1.00	4,000.00	4,000.00
102	Topsoil - Strip	CY	7,290.00	2.00	14,580.00
103	Topsoil - Spread	CY	2,480.00	3.00	7,440.00
104	Excavation	CY	44,580.00	5.00	222,900.00
105	Mulching Type 1 Hydro	SY	34,500.00	0.37	12,765.00
106	Seeding Type C	SY	34,500.00	0.30	10,350.00
107	F&I Erosion Control Blanket Type 1	SY	14,890.00	1.50	22,335.00
108	F&I Manhole 7' Dia Reinf Conc	EA	1.00	10,000.00	10,000.00
109	F&I Manhole 8' Dia Reinf Conc	EA	1.00	13,000.00	13,000.00
110	F&I Manhole Type E Reinf Conc	EA	1.00	23,000.00	23,000.00
<b>Regional Detention Total</b>					<b>634,887.39</b>
<b>Bike Trail</b>					
111	Topsoil - Strip	CY	365.00	2.00	730.00
112	Topsoil - Spread	CY	32.26	3.00	96.78

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
113	F&I Shared Use Path 5" Thick Reinf Conc	SY	1,990.00	70.00	139,300.00
114	Mulching Type 1 Hydro	SY	32.26	5.50	177.43
115	Seeding Type C	SY	32.26	5.50	177.43
Bike Trail Total					<b>140,481.64</b>
<b>Flood Management - Levee</b>					
116	Topsoil - Strip	CY	6,530.00	2.00	13,060.00
117	Topsoil - Spread	CY	6,530.00	3.00	19,590.00
118	Mulching Type 1 Hydro	SY	3,460.00	0.40	1,384.00
119	Mulching Type 2 Straw	SY	16,125.00	0.20	3,225.00
120	Seeding Type A	SY	16,125.00	0.22	3,547.50
121	Seeding Type C	SY	3,460.00	0.60	2,076.00
122	Inspection Trench	LF	1,515.00	14.00	21,210.00
123	Fill - Contractor Supply	CY	10,846.96	10.00	108,469.60
124	Fill - Haul	CY	23,288.04	4.00	93,152.16
Flood Management - Levee Total					<b>265,714.26</b>
<b>Street Lights</b>					
125	F&I Base 5' Deep Reinf Conc	EA	45.00	955.00	42,975.00
126	F&I Conductor #6 USE Cu	LF	24,454.00	2.70	66,025.80
127	F&I Innerduct 1.5" Dia	LF	8,228.00	6.50	53,482.00
128	F&I Luminaire Type A	EA	45.00	360.00	16,200.00
129	F&I Pull Box	EA	4.00	1,930.00	7,720.00
130	F&I Light Standard Type A	EA	45.00	3,400.00	153,000.00
Street Lights Total					<b>339,402.80</b>
<b>Signing</b>					
131	F&I Sign Assembly	EA	10.00	80.00	800.00
132	Relocate Sign Assembly	EA	10.00	260.00	2,600.00
133	F&I Sign Assembly & Anchor	EA	23.00	130.00	2,990.00
134	F&I Diamond Grade Cubed	SF	112.60	31.00	3,490.60
135	F&I High Intensity Prismatic	SF	33.00	26.00	858.00
136	F&I Barricade Type III	EA	10.00	180.00	1,800.00
Signing Total					<b>12,538.60</b>
<b>Total Construction in \$</b>					<b>6,816,754.88</b>

Engineering	9.57%	652,292.99
Admin	4.00%	272,670.19
Legal	2.87%	195,687.90
Interest	3.83%	260,917.19
Contingency	4.78%	326,146.49
Misc. Costs		36,000.00
<b>Total Estimated Costs</b>		<b>8,560,469.64</b>
Special Assessments		7,018,882.21
Cass Rural WUD Funds		1,236,009.43
Developer Funded		305,578.00
<b>Unfunded Costs</b>		<b>0.00</b>

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



Thomas Knakmuhs, P.E.  
City Engineer





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**Engineering Department**

225 4<sup>th</sup> Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

April 8, 2026

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BR-26-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 8, 2026, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-B1, located as follows: Willow Road North from South Woodcrest Drive North to Lilac Lane; South Woodcrest Drive North from Evergreen Road North to Lilac Lane North.

The bids were as follows:

Key Contracting Inc	\$3,791,070.90
Dakota Underground Co Inc	\$3,850,583.04
KPH, Inc.	\$4,264,164.90

Engineers Estimate	\$4,108,772.25
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Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Key Contracting Inc. in the amount of \$3,791,070.90 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.  
City Engineer



**Engineer's Statement Of Cost**  
**Improvement District # BR-26-B1**  
**Paving And Utility Rehab/Reconstruction**

Willow Rd N from South Woodcrest Dr N to Lilac Ln; South  
Woodcrest Dr N from Evergreen Rd N to Lilac Ln N

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-26-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>					
1	Clean Pipe All Sizes All Types	LF	2,452.00	3.00	7,356.00
2	Connect Pipe to Exist Pipe	EA	22.00	1,550.00	34,100.00
3	Connect Pipe to Exist Structure	EA	4.00	2,500.00	10,000.00
4	Bore Pipe SDR 26 - 6" Dia PVC	LF	100.00	105.00	10,500.00
5	Remove Pipe All Sizes All Types	LF	201.00	25.00	5,025.00
6	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1,300.00	105.00	136,500.00
7	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	52.00	120.00	6,240.00
8	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	149.00	130.00	19,370.00
9	Connect Sewer Service	EA	56.00	2,950.00	165,200.00
10	Eliminate Sewer Service	EA	1.00	1,850.00	1,850.00
<b>Sanitary Sewer Total</b>					<b>396,141.00</b>
<b>Water Main</b>					
11	F&I Fittings C153 Ductile Iron	LB	909.00	12.50	11,362.50
12	F&I Hydrant	EA	7.00	7,750.00	54,250.00
13	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	1.00	200.00
14	Connect Pipe to Exist Pipe	EA	4.00	2,250.00	9,000.00
15	Remove Pipe All Sizes All Types	LF	3,179.00	25.00	79,475.00
16	Remove Pipe Asbestos Cement	LF	805.00	100.00	80,500.00
17	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	66.00	130.00	8,580.00
18	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	3,177.00	145.00	460,665.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Gate Valve 6" Dia	EA	7.00	2,950.00	20,650.00
20	F&I Gate Valve 8" Dia	EA	7.00	3,750.00	26,250.00
21	F&I Hydrant Ext. 6" High	EA	1.00	1,500.00	1,500.00
22	Bore Pipe 1" Dia Water Service	LF	100.00	100.00	10,000.00
23	F&I Pipe w/GB 1" Dia Water Service	LF	1,550.00	100.00	155,000.00
24	Rem & Repl CS & Box 1" Dia	EA	55.00	1,050.00	57,750.00
25	Connect Water Service	EA	55.00	950.00	52,250.00
26	Furnish Temp Water Svc	EA	55.00	1,600.00	88,000.00
27	F&I Casting Water Service	EA	10.00	350.00	3,500.00
Water Main Total					<b>1,118,932.50</b>
<b>Storm Sewer</b>					
28	Repair Manhole Floor & Invert	EA	4.00	1,000.00	4,000.00
29	F&I Manhole 4' Dia Reinf Conc	EA	5.00	5,250.00	26,250.00
30	F&I Manhole 5' Dia Reinf Conc	EA	1.00	8,950.00	8,950.00
31	Remove Manhole	EA	2.00	2,500.00	5,000.00
32	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	5,000.00	10,000.00
33	F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	3,550.00	21,300.00
34	Remove Inlet	EA	8.00	1,250.00	10,000.00
35	Connect Pipe to Exist Pipe	EA	1.00	1,500.00	1,500.00
36	Connect Pipe to Exist Structure	EA	5.00	2,500.00	12,500.00
37	Remove Pipe All Sizes All Types	LF	1,172.00	30.00	35,160.00
38	F&I Pipe w/GB 10" Dia	LF	8.00	300.00	2,400.00
39	F&I Pipe w/GB 15" Dia	LF	1,158.00	125.00	144,750.00
40	F&I Pipe Liner 10" Dia 6 mm CIPP	LF	496.00	76.00	37,696.00
Storm Sewer Total					<b>319,506.00</b>
<b>Paving</b>					
41	Temp Mailbox	LS	1.00	1,750.00	1,750.00
42	Relocate Mailbox	EA	13.00	421.85	5,484.05
43	Remove Pavement All Thicknesses All Types	SY	9,318.00	18.00	167,724.00
44	Boulevard Grading	SY	9,031.00	8.00	72,248.00
45	Subgrade Preparation	SY	11,985.00	5.00	59,925.00
46	F&I Woven Geotextile	SY	11,985.00	2.20	26,367.00
47	F&I Class 5 Agg - 8" Thick	SY	11,985.00	14.00	167,790.00
48	F&I Edge Drain 4" Dia PVC	LF	6,105.00	9.90	60,439.50
49	F&I Curb & Gutter Mountable (Type I)	LF	6,105.00	32.00	195,360.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Remove Curb & Gutter	LF	6,105.00	9.00	54,945.00
51	F&I Sidewalk 4" Thick Reinf Conc	SY	2,543.00	66.00	167,838.00
52	F&I Sidewalk 6" Thick Reinf Conc	SY	33.00	92.00	3,036.00
53	Remove Sidewalk All Thicknesses All Types	SY	2,514.00	11.00	27,654.00
54	F&I Driveway 6" Thick Reinf Conc	SY	2,257.00	79.00	178,303.00
55	Remove Driveway All Thicknesses All Types	SY	2,257.00	12.00	27,084.00
56	F&I Det Wam Panels Cast Iron	SF	81.00	63.00	5,103.00
57	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,904.00	99.00	386,496.00
58	Rem & Repl Casting - Inlet	EA	2.00	1,500.00	3,000.00
59	Rem & Repl Casting - Self Leveling	EA	9.00	2,100.00	18,900.00
60	Casting to Grade - Blvd	EA	2.00	425.00	850.00
61	Casting to Grade - w/Conc	EA	8.00	475.00	3,800.00
62	Casting to Grade - no Conc	EA	15.00	650.00	9,750.00
63	GV Box to Grade - Blvd	EA	7.00	450.00	3,150.00
64	GV Box to Grade - no Conc	EA	7.00	450.00	3,150.00
65	Mulching Type 1 Hydro	SY	9,031.00	1.65	14,901.15
66	Seeding Type C	SY	9,031.00	2.45	22,125.95
67	Weed Control Type B	SY	9,031.00	0.25	2,257.75
68	Stormwater Management	LS	1.00	7,500.00	7,500.00
69	Inlet Protection - New Inlet	EA	10.00	265.00	2,650.00
70	Inlet Protection - Existing Inlet	EA	22.00	245.00	5,390.00
71	Traffic Control - Type 1	LS	1.00	7,200.00	7,200.00
72	Irrigation Repair	EA	15.00	400.00	6,000.00
73	Temp Construction Entrance	EA	4.00	3,500.00	14,000.00
<b>Paving Total</b>					<b>1,732,171.40</b>
<b>Street Lights</b>					
74	F&I Base 5' Deep Reinf Conc	EA	14.00	2,200.00	30,800.00
75	F&I Pull Box	EA	1.00	3,950.00	3,950.00
76	F&I Conductor #6 USE Cu	LF	7,489.00	5.50	41,189.50
77	F&I Innerduct 1.5" Dia	LF	2,681.00	16.50	44,236.50
78	Remove Street Light	EA	12.00	895.00	10,740.00
79	Remove Base	EA	12.00	895.00	10,740.00
80	F&I Luminaire Type A	EA	14.00	700.00	9,800.00
81	F&I Light Standard Type A	EA	14.00	4,800.00	67,200.00
<b>Street Lights Total</b>					<b>218,656.00</b>

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Signing</b>					
82	F&I Sign Assembly & Anchor	EA	14.00	330.00	4,620.00
83	F&I Diamond Grade Cubed	SF	87.00	12.00	1,044.00
Signing Total					<b>5,664.00</b>
<b>Total Construction in \$</b>					<b>3,791,070.90</b>

Engineering	10.00%	379,107.09
Admin	4.00%	151,642.84
Legal	3.00%	113,732.13
Interest	4.00%	151,642.84
Contingency	5.00%	189,553.55
<b>Total Estimated Costs</b>		<b>4,776,749.35</b>
Special Assessments		841,039.67
Utility Funds - Street Lights - 528		282,643.20
Utility Funds - Wastewater - 521		1,188,756.00
Utility Funds - Water - 501		1,319,958.00
Utility Funds - Stormwater - 524		201,288.78
Sales Tax Funds - Infrastructure - 420		943,063.70
<b>Unfunded Costs</b>		<b>0.00</b>

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



A handwritten signature in black ink, appearing to read 'T. Knakmuhs'.

Thomas Knakmuhs, P.E.  
City Engineer





Engineering Department

225 4<sup>th</sup> Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

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April 8, 2026

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. PN-26-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 8, 2026, for Asphalt Wear Course, Improvement District No. PN-26-A1, located as follows: Seter Pkwy S, Cottagewood, The Pines, Prairie Farms, Madelyn's Meadows & Eagle Pointe.

The bids were as follows:

Border States Paving Inc	\$2,852,633.90
R J Zavoral & Sons	\$2,876,520.61
FM Asphalt LLC	\$3,194,378.25
Northern Improvement Co	\$3,270,759.20
Engineers Estimate	\$3,065,251.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Border States Paving Inc. in the amount of \$2,852,633.90 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



**Engineer's Statement Of Cost**  
**Improvement District # PN-26-A1**  
**Asphalt Wear Course**

Seter Pkwy S, Cottagewood, The Pines, Prairie Farms, Madelyn's  
 Meadows, & Eagle Pointe

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:

Asphalt Wear Course Improvement District # PN-26-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Section 1</b>					
1	Repair Inlet	EA	4.00	552.00	2,208.00
2	Rem & Repl Curb & Gutter	LF	500.00	73.10	36,550.00
3	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25.00	137.00	3,425.00
4	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,260.00	77.00	97,020.00
5	Casting to Grade - no Conc	EA	1.00	263.00	263.00
6	GV Box to Grade - no Conc	EA	1.00	849.00	849.00
7	Mill / Grind Asphalt Pvmt Along Curb	LF	3,400.00	3.00	10,200.00
8	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	1,150.00	4.00	4,600.00
9	Sodding	SY	50.00	68.30	3,415.00
10	Paint Epoxy Line 4" Wide	LF	3,365.00	3.15	10,599.75
11	Paint Epoxy Line 8" Wide	LF	451.00	6.30	2,841.30
12	Paint Epoxy Message	SF	192.00	29.40	5,644.80
13	Traffic Control - Type 1	LS	1.00	3,390.00	3,390.00
Section 1 Total					<b>181,005.85</b>
<b>Section 2</b>					
14	Remove Pavement All Thicknesses All Types	SY	1,067.00	15.60	16,645.20
15	Repair Inlet	EA	4.00	552.00	2,208.00
16	Boulevard Grading	SY	1,000.00	9.30	9,300.00
17	Subgrade Preparation	SY	960.00	3.50	3,360.00
18	F&I Woven Geotextile	SY	960.00	1.05	1,008.00
19	F&I Class 5 Agg - 7" Thick	SY	960.00	12.50	12,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	F&I Edge Drain 4" Dia PVC	LF	264.00	14.50	3,828.00
21	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	17.40	17,400.00
22	F&I Curb & Gutter Mountable (Type I)	LF	264.00	44.20	11,668.80
23	Remove Curb & Gutter	LF	208.00	3.85	800.80
24	Rem & Repl Curb & Gutter	LF	1,000.00	73.10	73,100.00
25	F&I Sidewalk 4" Thick Reinf Conc	SY	83.00	134.00	11,122.00
26	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	147.00	2,940.00
27	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.20	2,100.00
28	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	131.00	6,550.00
29	F&I Det Warn Panels Cast Iron	SF	18.00	63.10	1,135.80
30	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,700.00	77.00	207,900.00
31	Casting to Grade - no Conc	EA	21.00	218.00	4,578.00
32	GV Box to Grade - no Conc	EA	10.00	849.00	8,490.00
33	Mill / Grind Asphalt Pvmt Along Curb	LF	10,355.00	3.00	31,065.00
34	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	600.00	4.00	2,400.00
35	Mulching Type 1 Hydro	SY	1,000.00	3.15	3,150.00
36	Seeding Type B	SY	1,000.00	3.15	3,150.00
37	Sodding	SY	200.00	63.10	12,620.00
38	Traffic Control - Type 1	LS	1.00	6,590.00	6,590.00
39	Remove Sign Assembly	EA	2.00	271.00	542.00
40	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	111.00	85.50	9,490.50
41	Connect Sewer Service	EA	2.00	474.00	948.00
42	Rem & Repl CS & Box 1" Dia	EA	2.00	877.00	1,754.00
43	Connect Water Service	EA	2.00	1,220.00	2,440.00
44	F&I Pipe w/GB 1" Dia Water Service	LF	183.00	61.00	11,163.00
45	Irrigation Repair	EA	2.00	1,160.00	2,320.00
Section 2 Total					<b>483,767.10</b>

**Section 3**

46	Repair Inlet	EA	4.00	552.00	2,208.00
47	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	17.40	17,400.00
48	Rem & Repl Curb & Gutter	LF	1,500.00	73.10	109,650.00
49	F&I Sidewalk 6" Thick Reinf Conc	SY	60.00	126.00	7,560.00
50	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	147.00	2,940.00
51	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.20	4,200.00
52	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	132.00	6,600.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
53	Rem & Repl Driveway 7" Thick Reinf Conc	SY	25.00	136.00	3,400.00
54	F&I Det Warn Panels Cast Iron	SF	72.00	63.10	4,543.20
55	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	6,356.00	77.00	489,412.00
56	Casting to Grade - no Conc	EA	46.00	218.00	10,028.00
57	GV Box to Grade - no Conc	EA	10.00	849.00	8,490.00
58	Mill / Grind Asphalt Pvmt Along Curb	LF	25,932.00	3.00	77,796.00
59	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	200.00	4.00	800.00
60	Sodding	SY	300.00	63.10	18,930.00
61	Paint Epoxy Line 4" Wide	LF	3,027.00	3.15	9,535.05
62	Paint Epoxy Line 8" Wide	LF	887.00	6.30	5,588.10
63	Paint Epoxy Line 16" Wide	LF	96.00	23.10	2,217.60
64	Paint Epoxy Message	SF	288.00	26.30	7,574.40
65	Traffic Control - Type 1	LS	1.00	7,890.00	7,890.00
<b>Section 3 Total</b>					<b>796,762.35</b>
<b>Section 4</b>					
66	Repair Inlet	EA	4.00	552.00	2,208.00
67	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	17.40	17,400.00
68	Rem & Repl Curb & Gutter	LF	1,000.00	73.10	73,100.00
69	Rem & Repl Pavement 6" Thick Reinf Conc	SY	20.00	207.00	4,140.00
70	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.20	2,100.00
71	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	131.00	6,550.00
72	F&I Det Warn Panels Cast Iron	SF	18.00	63.10	1,135.80
73	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,270.00	77.00	251,790.00
74	Casting to Grade - no Conc	EA	34.00	218.00	7,412.00
75	GV Box to Grade - no Conc	EA	5.00	849.00	4,245.00
76	Mill / Grind Asphalt Pvmt Along Curb	LF	13,676.00	3.00	41,028.00
77	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	200.00	4.00	800.00
78	Sodding	SY	200.00	73.60	14,720.00
79	Traffic Control - Type 1	LS	1.00	4,730.00	4,730.00
<b>Section 4 Total</b>					<b>431,358.80</b>
<b>Section 5</b>					
80	Repair Inlet	EA	4.00	552.00	2,208.00
81	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	17.40	17,400.00
82	Rem & Repl Curb & Gutter	LF	1,500.00	73.10	109,650.00
83	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	147.00	2,940.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
84	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.20	2,100.00
85	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	131.00	6,550.00
86	F&I Det Warn Panels Cast Iron	SF	18.00	63.10	1,135.80
87	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4,870.00	77.00	374,990.00
88	Casting to Grade - no Conc	EA	46.00	218.00	10,028.00
89	GV Box to Grade - no Conc	EA	24.00	849.00	20,376.00
90	Mill / Grind Asphalt Pvmt Along Curb	LF	21,243.00	3.00	63,729.00
91	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	150.00	4.00	600.00
92	Sodding	SY	250.00	63.10	15,775.00
93	Traffic Control - Type 1	LS	1.00	3,850.00	3,850.00
<b>Section 5 Total</b>					<b>631,331.80</b>
<b>Section 6</b>					
94	Repair Inlet	EA	3.00	552.00	1,656.00
95	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	17.40	8,700.00
96	Rem & Repl Curb & Gutter	LF	800.00	73.10	58,480.00
97	F&I Sidewalk 4" Thick Reinf Conc	SY	100.00	130.00	13,000.00
98	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	163.00	3,260.00
99	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	147.00	2,940.00
100	Adjust Driveway - Mud/Sand Jack	SF	200.00	4.20	840.00
101	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	131.00	6,550.00
102	F&I Det Warn Panels Cast Iron	SF	100.00	63.10	6,310.00
103	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,113.00	77.00	162,701.00
104	Casting to Grade - no Conc	EA	20.00	218.00	4,360.00
105	GV Box to Grade - no Conc	EA	8.00	849.00	6,792.00
106	Mill / Grind Asphalt Pvmt Along Curb	LF	10,173.00	3.00	30,519.00
107	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	300.00	4.00	1,200.00
108	Mulching Type 1 Hydro	SY	300.00	5.25	1,575.00
109	Seeding Type B	SY	300.00	5.25	1,575.00
110	Sodding	SY	200.00	68.30	13,660.00
111	Traffic Control - Type 1	LS	1.00	4,290.00	4,290.00
<b>Section 6 Total</b>					<b>328,408.00</b>
<b>Total Construction in \$</b>					<b>2,852,633.90</b>

Engineering	10.00%	285,263.39
Admin	4.00%	114,105.36
Legal	3.00%	85,579.02
Interest	4.00%	114,105.36
Contingency	5.00%	142,631.70
<b>Total Estimated Costs</b>		<b>3,594,318.73</b>
Special Assessments		3,594,318.73
<b>Unfunded Costs</b>		<b>0.00</b>

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



Thomas Knakmuhs, P.E.  
City Engineer



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## Memorandum

**To:** City Commissioners  
**From:** Bekki Majerus, Director of Facilities Management  
**Date:** April 13, 2026  
**Re:** Newman Outdoor Field – Fire Alarm System (RFP25283)

---

The fire alarm system at Newman Outdoor Field is end of life. In order to provide a safe environment for patrons attending events at the Newman Outdoor Field. In November 2026, a proposal from RBB was accepted and approved by Commission.

During plan review by the Fire Department, it was discovered that changes were necessary to meet code which resulted in delays. With the season set to start in May, the contractor is now unable to complete the project before season start. The project is now on hold until post-season or next spring.

Facilities Management is requesting a contract extension of one year.

**Requested Action:**

Approve the contract extension with RBB to replace the fire alarm system at Newman Outdoor Field.

## ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT (“Addendum”), dated as of 13 Apr 2026 2026; is entered into between the City of Fargo (“City”), a North Dakota municipal corporation, and Rieger, Borgen, Benson Electric, Inc. (“Vendor”), having a principal place of business at 801 5<sup>th</sup> Street NE, West Fargo, ND 58078. This Addendum amends the Agreement effective December 9, 2025 between the City and Vendor (the “Agreement”).

### Recital

**WHEREAS**, the City and Vendor entered into the Agreement dated December 9, 2025, which called for the Vendor to provide certain work at Newman Outdoor Field, which is specifically set forth in Attachment B to the Agreement, and which called for a project completion date of April 15, 2026. The Agreement is attached to this Addendum as **Exhibit 1**.

**WHEREAS**, the Parties desire to extend the Project Completion Date.

### Addendum

1. **Purpose.** The purpose of this Addendum is to extend the Project Completion Date due to project delays.
2. **Amendment to Term.** Section 1 of the Agreement is hereby amended to extend the Project Completion Date by one (1) year. The revised term of the Agreement shall be from December 9, 2025, through April 15, 2027.
3. **Amendment to Attachment A.** Attachment A to the Agreement is hereby amended to reflect the revised project timeline, including a Project Completion Date of April 15, 2027.
4. **No Other Changes.** Except as expressly modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
5. **Effective Date.** This Addendum shall be effective upon execution by both parties.

*(Execution Pages to Follow)*

CITY OF FARGO,

a North Dakota political subdivision


By \_\_\_\_\_  
Timothy J. Mahoney, M.D., its Mayor

Date \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Angie Bear, Deputy City Auditor

RBB Electric, Inc.

By   
Craig Solway, its Owner

Date: 4/9/2026

**Agreement  
Between  
City of Fargo and  
RBB Electric, Inc.**

This Agreement (the "Agreement," which includes all attached schedules), effective December 9th, 2025 ("Effective Date"), is entered into by and between Rieger, Borgen, Benson Electric, Inc. (the "Vendor"), having a principal place of business at 801 5<sup>th</sup> Street NE, West Fargo, ND 58078, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4<sup>th</sup> Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

**1. TERM**

The term of this Agreement will be from December 9<sup>th</sup>, 2025 (Award Date) to April 15th, 2026 (Project Completion Date). The project schedule is listed in Attachment A.

**2. STATEMENT OF WORK**

A Summary of all services and costs the Vendor will be providing for this project as described in the proposal in Attachment B. Vendor hereby agrees to complete work pursuant to the RFP. Any services provided by the Vendor under this Agreement are referred to as "Services."

**3. MATERIALS**

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

**4. LIEN WAIVER**

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

**5. COMPENSATION**

The Vendor shall receive compensation in the sum of \$73,925.00 as stated in Attachment B. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to [FinanceAPAR@FargoND.gov](mailto:FinanceAPAR@FargoND.gov).

**6. OWNERSHIP OF DOCUMENTS**

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

**7. INDEPENDENT CONTRACTOR**

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

**8. NO CONFLICTS OF INTEREST**

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

**9. CONFIDENTIALITY**

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

**10. INSURANCE**

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel.

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident.

iv. Professional Liability/Errors and Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Vendor or Vendor's Personnel in the performance of services with a liability limit of not less than U.S. \$2,000,000 per claim.

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

#### 11. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. The Vendor does not agree to defend, indemnify, or hold harmless the city of the City's own actions, omissions or negligence.

#### 12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse

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

**13. DISPUTE RESOLUTION**

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

**14. GOVERNING LAW**

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

**15. ENTIRE AGREEMENT**

The terms and conditions set forth herein and any Attachment referenced herein constitute the entire understanding of the Parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both Parties.

**16. ASSIGNMENT**

This Agreement may not be assigned by Vendor or City without the prior written consent of the other Party.

**17. TERMINATION**

This Agreement may be terminated by either Party upon seven days written notice should the other Party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven-day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

**18. SEVERABILITY**

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.


IN WITNESS WHEREOF, City and RBB Electric, Inc. have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

BY   
Bekki Majerus, Facilities Director

DATE: 12-1-2025

RBB Electric, Inc.

BY   
Craig Solway / Owner

DATE: 11-26-25

ATTEST:

By   
Angie Bear, Deputy City Auditor

## **Newman Outdoor Field Project Schedule**

**Project Award – Dec 2025**

**Shop drawing submittals and approvals – January 2026**

**8 weeks for delivery – approximately**

**March 2026 – Project Start**

**April 15 2026 – Project Completion**

**Rieger, Borgen, Benson  
Electric, Inc.**

RBB Electric, Inc.  
801 5<sup>th</sup> Street NE  
West Fargo, ND 58078  
Phone (701)232-9220  
Fax (701)232-9505

**Proposal**

**Proposal Submitted to:**

The City Of Fargo  
Facilities Management Department  
RFP25283

**Date:11-10-25**

**Job Name: Newman Outdoor Field Fire System Replacement (RFP25283)**

We are pleased to submit our proposal for furnishing and installing as follows:

**Remove existing fire alarm system, wire and devices. Reuse existing piping, install new wire and devices as per plans provided.**

**For the sum of- \$73,925.00**

**Any additional wiring or troubleshooting to be done at T&M Rates of \$110.00 per hour plus material costs**

**Payment to be made as follows:**

Billings sent on the 25<sup>th</sup> of the month with payment due by the following 10<sup>th</sup>. Finance charges apply at 1.5% on the balances over 30 days. Payments received by credit card will be assessed a 4% credit card fee.

**Service \* Residential \* Commercial \* Industrial**

**Locally Owned and Operated**

**Grand Forks \* Fargo**



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**FINANCE OFFICE**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Board of Commissioners  
**FROM:** Susan Thompson, Director of Finance  
**RE:** FAHR Staff meeting – Items for Commission Review/Approval  
**DATE:** 4/6/2026

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

**Award & Budget Adjustments**

Police - Accept Grant Award and Related Budget Adjustment  
Forestry – Accept Grant Award and Related Budget Adjustment

**Other Considerations:**

Forestry – Ordinance Revision  
Library – Saturday Security Needs  
Central Garage/Fire – Fire Truck Purchase  
Public Works – Resolution & Advertisement of Spring Auction  
Finance – Banking Authorizations

**Report of Action:  
FAHR Meeting of April 6, 2026**



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

**Department:** Police Department  
**Description:** See Memo – Police requests to accept the inter-local grant agreement with Cass County and the allocation and related budget adjustment of the \$79,603 awarded through JAG Funding. The grant funds will be used for staff overtime related to crime prevention.

**Net Financial Impact:** + \$79,603 will offset incurred expenses

At their meeting, FAHR endorsed this request.

**Suggested Motion:**  
Recommend acceptance of the inter-local agreement with Cass County and the allocation of the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) as described within the agreement, as well as the related budget adjustments.



# FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: Inter-Local Agreement between the City of Fargo and Cass County relative to the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding – CFDA# 16.738

**Commissioners:**

The US Department of Justice has awarded the Fargo Police Department and Cass County Sheriff's Department \$89,603 in grant funding through the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG). In order to receive the funding, both the City of Fargo and Cass County governmental subdivisions must agree on how the funds are allocated between the two entities.

In addition to acting as the fiscal agent and grant manager of the funding, the Cass County Sheriff's Department is agreeable to allocating \$79,603.00 of the available funding to the Fargo Police. Department and retaining \$10,000.00 of the funding for their use. I concur with distributing the grant funding in this manner.

Attached for your review and approval is the inter-local agreement that will need to be signed by both governmental subdivisions in order for the funds to be allocated. There is no local match funding required to accept the grant.

Recommended Motion:

**I recommend acceptance of the inter-local agreement with Cass County and the allocation of the 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) as described within the agreement, as well as the related budget adjustment.**

Revenue Account# 101-0000-331.12-36  
Expense Account# 101-5045-411.11-01  
Project Number# PDJG25

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

Travis Stefonowicz  
Interim Chief of Police

# BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

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Total Amount To Be Awarded Under This Funding  
Opportunity: \$96,384,585

Anticipated Award Ceiling: Up to \$4,098,693

Anticipated Period of Performance Duration: 48 months

Funding Opportunity Number: O-BJA-2025-17254

Deadline to submit SF-424 in Grants.gov: **April 21, 2026, by 11:59pm Eastern Time**  
Deadline to submit application in JustGrants: **April 28, 2026, by 5:00pm Eastern Time**



**BJA**  
Bureau of Justice Assistance  
U.S. Department of Justice

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## BASIC INFORMATION

The [U.S. Department of Justice \(DOJ\)](#), [Office of Justice Programs \(OJP\)](#), [Bureau of Justice Assistance \(BJA\)](#) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

<b>Agency Name</b>	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
<b>NOFO Title</b>	BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula
<b>Announcement Type</b>	Initial
<b>Funding Opportunity Number</b>	O-BJA-2025-17254
<b>Assistance Listing Number</b>	16.738

### Executive Summary

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
  2. Prosecution and court programs.
  3. Prevention and education programs.
  4. Corrections and community corrections programs.
  5. Drug treatment and enforcement programs.
  6. Planning, evaluation, and technology improvement programs.
  7. Crime victim and witness programs (other than compensation).
  8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
  9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
  10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
  11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.
- **Category 1: Applicants with allocation amounts less than \$25,000**  
Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than \$25,000 as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.
  - **Category 2: Applicants with allocation amounts \$25,000 or more**

Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of \$25,000 or more as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

Please see the [Eligible Applicants](#) section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

### Key Dates and Times

<b>Funding Opportunity Release Date</b>	March 13, 2026
<b>SAM.gov Registration/Renewal</b>	Recommend beginning process by March 13, 2026, and no later than March 27, 2026
<b>Step 1: Grants.gov Application Deadline</b>	11:59 p.m. Eastern Time on April 21, 2026
<b>Step 2: JustGrants Application Deadline</b>	5:00 p.m. Eastern Time on April 28, 2026

### Funding Details

**Total Amount To Be Awarded Under This Funding Opportunity: \$96,384,585**

- **Competition ID, Category 1: Applicants with allocation amounts less than \$25,000**
  - **Anticipated Number of Awards:** 637
  - **Anticipated Award Ceiling:** \$24,975
  - **Anticipated Period of Performance Start Date:** October 1, 2024
  - **Anticipated Period of Performance Duration:** 24 months
  
- **Competition ID, Category 2: Applicants with allocation amounts \$25,000 or more**
  - **Anticipated Number of Awards:** 593
  - **Anticipated Award Ceiling:** \$4,098,693
  - **Anticipated Period of Performance Start Date:** October 1, 2024
  - **Anticipated Period of Performance Duration:** 48 months

### Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the

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United States or its departments, agencies, entities, officers, employees, agents, or any other person.

## Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

## Agency Contact Information

For assistance with the requirements of this funding opportunity:

### OJP Response Center

Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)

Email: [OJP.ResponseCenter@usdoj.gov](mailto:OJP.ResponseCenter@usdoj.gov)

Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

### SAM.gov Help Desk

Web: [SAM.gov Help Desk \(Federal Service Desk\)](#)

Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday, except on federal holidays

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

### Grants.gov Customer Support Hotline

Phone: 800-518-4726, 606-545-5035

Email: [support@grants.gov](mailto:support@grants.gov)

Web: [Grants.gov Customer Support](#)

Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

### JustGrants Service Desk

Phone: 833-872-5175

Email: [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov)

Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see [Experiencing Technical Issues Preventing Submission of an Application \(Technical Waivers\)](#).

## Resources for Applying

[OJP Grant Application Resource Guide](#): Referred to as the Application Resource Guide throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

[JustGrants Application Submission Training Webpage](#): Offers helpful information and resources on the grant application process.

**Note:** If this NOFO requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.



## ELIGIBILITY

### Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - Special district governments
  - City or township governments
  - County governments
  - Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

**Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the [JAG Allocation page](#) and the link to their relevant state to determine if they are eligible for a direct award from BJA.**

- Eligible applicants with allocation amounts of less than \$25,000 must apply to Category 1.
- Eligible applicants with allocation amounts of \$25,000 or more must apply to Category 2.
- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (i.e., not listed in the allocation charts) will not be accepted for funding.

### Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.



## PROGRAM DESCRIPTION

### General Purpose of the Funding

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

This NOFO has two categories:

**Category 1: Applicants with allocation amounts less than \$25,000**

Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than \$25,000 as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

**Category 2: Applicants with allocation amounts \$25,000 or more**

Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of \$25,000 or more as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

In connection with all of the above purposes, it should be noted that the JAG statute, at [34 U.S.C. § 10152](#), defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including but not limited to police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies

assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used.](#)

### Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, local, tribal and territorial (SLTT) law enforcement. BJA encourages SLTT recipients of FY25 JAG funding to join federal law enforcement agencies in addressing the following challenges:

**Combatting Violent Crime:** JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations. Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violence reduction projects, to include the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations; and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS) as well as to interrupt drug cartels use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's [UAS page](#) for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

**Immigration Enforcement:** State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, 287(g) partnerships, task forces, and honoring detainers), protecting critical infrastructures, and information/intelligence problems.

**Safe Communities:** State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment,

institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

**Safe Houses of Worship:** State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Applicants should refer to [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#) for information on allowable and unallowable costs that may inform the development of their project design.

## Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

## Formula Allocations

The FY25 Local JAG Allocations are listed on the [JAG Allocations webpage](#), with separate lists for each state. **As explained in [Eligibility](#), only listed eligible units of local government may apply to receive direct JAG funding from BJA.**

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** A memorandum

of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction's authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. **Notes on identifying disparity in the allocation lists:**

- Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
- Direct allocations are listed alphabetically below the shaded disparate groupings.

**Please note that disparate jurisdictions do not need to abide by the listed individual allocations. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.**

The JAG statutory formula is fully described within the [JAG Technical Report](#).

### Other JAG Statutory Requirements

**Certification and Assurances:** The JAG statute, at [34 U.S.C. § 10153 \(A\)\(1-5\)](#), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances. See [Additional Application Components](#) section for more details.

**Prohibited Items:** The JAG statute, at [34 U.S.C. § 10152](#), prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The [JAG Prohibited Expenditures Guidance](#) provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program. See [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#) and [Additional Application Components](#) for more details.

**Administrative Costs:** The JAG statute, at [34 U.S.C. § 10152](#), requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant. See [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#) for more details.

**Trust Fund:** The JAG statute, at [34 U.S.C. § 10158](#), requires that a State or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in [2 C.F.R. § 200.305\(b\)\(11\)](#) apply. See the [JAG FAQs](#) for more details.

## Program Goals and Objectives

**Goal:** Improve the administration of the criminal justice system.

**Objective 1:** Provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.

**Objective 2:** Assist units of local government with their criminal justice needs.

## How Awards Will Contribute to Program Goals/Objectives

BJA anticipates that unit of local government recipients of JAG funding will use the funding to improve the administration of the criminal justice system.

## Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives identified above. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

### Deliverables

Recipients under this funding opportunity will not submit any deliverables beyond the standard [Post-Award Requirements and Administration](#).

### Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in [Program Goals and Objectives](#). Applicants can visit [OJP's performance measurement page](#) at [ojp.gov/performance](http://ojp.gov/performance) for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found at: <https://bja.ojp.gov/funding/performance-measures/jag-measures.pdf>.

## Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "[Administrative, National Policy, and Other Legal Requirements](#)" section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions.



## APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

### Unique Entity Identifiers (UEIs) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the [System for Award Management \(SAM.gov\)](#). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

**First-time Registration:** Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

**Renewing an Existing Registration:** Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline**. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

### Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See [Basic Information: Key Dates and Times](#) for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required [Application for Federal Assistance SF-424](#) by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see [JusticeGrants.usdoj.gov](#)).

### Submission Step 1: Grants.gov Submission of SF-424

#### Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov [Quick Start Guide for Applicants](#) to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

## Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the [Application Resource Guide](#) for additional information on completing the SF-424.

**Section 8F – Applicant Point of Contact:** Please include the name and contact information of the individual who will complete the application in JustGrants. JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

**Section 19 – Intergovernmental Review:** This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review). States that participate in the Intergovernmental Review process have an opportunity to review the applicant's submission. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) for Intergovernmental Review at <https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. On the SF-424, an applicant whose state appears on the SPOC list must make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting, "Program is subject to E.O. 12372 but has not been selected by the state for review."

**An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the [DOJ Application Submission Checklist](#) for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see [Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information](#)). They do not need to submit an update in Grants.gov.

## Submission Step 2: JustGrants Submission of Full Application Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from [DIAMD-NoReply@usdoj.gov](mailto:DIAMD-NoReply@usdoj.gov)) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.

3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the [DOJ Grant Application Submission Checklist](#).

### Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the “How To Apply” section in the [Application Resource Guide](#).

### Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization’s unique entity identifier, legal name, and address.

### Proposal Abstract

A Proposal Abstract (no more than 2,000 characters) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

#### JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

#### Disparate JAG Abstract Example

The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will

use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

## Data Requested With Application

### Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High-Risk Status\)](#) for additional guidance on how to complete the questionnaire.

### JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

- To initiate the survey, please click on the survey title to open.
- When you have completed the survey, please click the “Finish” button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
- To go back to the main application screen, go to the “Actions” menu in the top right corner of the screen and select “Close” to exit the survey review screen.
- The survey you just completed will still display an “Open” status. To confirm the completed status of your survey, go back to the “Actions” menu and select “Refresh.” The status of your completed survey will change to “Resolved—Completed.”
- If you would like to verify the responses to a completed survey, you may click the survey title to reopen it and view your saved responses.
- If you would like to change and/or update the responses to a completed survey, you may click the “Reopen” option to update your saved responses.

### Proposal Narrative

**Format of the Proposal Narrative:** The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 10 pages.

**Sections of the Proposal Narrative:** The Proposal Narrative should include the three sections listed below.

1. **Description of the Issue:** What critical issue or problem is the applicant proposing to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.
  - Include discussion of any issues that arose in administering previous fiscal years' JAG awards, if applicable, and how its strategy and funding priorities will address the issues.
- 2. Project Design and Implementation:** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:
- Describe the unit(s) of local government process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities and decisions on the statutory JAG program areas under which it will use funding.
  - Describe how JAG funds will be coordinated with state and related justice funds.
  - Provide description of the programs to be funded over the 4-year grant period, to include any subawards.
- 3. Capabilities and Competencies:** What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:
- Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to [Program Description: Performance Measures](#) for additional details on performance measures for this funding opportunity.
  - Describe the fiscal agent's capacity for administering the JAG award and subawards during the four-year project period, to include required subrecipient monitoring.
  - Describe any additional strategic planning and coordination efforts in which the unit of local government participates with other criminal justice agencies.
  - Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

**Project Evaluations:** An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [Application Resource Guide](#).

### **Budget Worksheet and Budget Narrative (Attachment)**

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

**In addition to those instructions, Local JAG applicants must include in the budget worksheet the following:**

- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively,

separate budget attachments for each partner of unit of local government are acceptable.

For additional information about how to prepare a budget for federal funding, see the [Application Resource Guide](#) section on "[Budget Preparation and Submission Information](#)." For details on the technical steps to complete the budget attachment and upload it in JustGrants, see the [Complete the Application in JustGrants: Budget](#) training.

### Funding Restrictions

See "[Unallowable Use of Funds](#)."

**Limitation on administrative costs:** Funds may not be used for administrative costs that exceed 10 percent of the total award amount. This includes direct and any indirect costs.

**Prohibition of supplanting:** Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

**Prohibited items:** The JAG statute, at [34 U.S.C. § 10152](#), prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The [JAG Prohibited Expenditures Guidance](#) provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

**Unmanned Aircraft Systems (UAS) and Counter-UAS (C-UAS):** The purchase of UAS (also referred to as unmanned aerial vehicles or drones, including their accessories) is allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that only those UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at <https://bluelist.appsplatformportals.us/>) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award. The certification also states that no modifications or additional accessories may be introduced to the UAS funded by the award, and that the purchased UAS will not be used to process, store, or transmit federal information.

The purchase of C-UAS is also allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that C-UAS will only be procured and operated in compliance with all applicable federal, state, and local laws and regulations (including criminal, surveillance, aviation, and communications laws), that only federally-approved C-UAS purchases will be purchased, and that the recipient has consulted qualified legal counsel to review the proposed purchase and operation of the C-UAS. The certification also requires the recipient to complete federal training requirements and obtain all required approvals, certifications, licenses, and authorizations prior to deployment. The certification also states that no modifications or additional accessories may be introduced to the C-UAS funded by the award.

The recipient or subrecipient also must assure BJA that the entity has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to operation of the UAS or C-UAS. Finally, the recipient or subrecipient may be required to provide additional documentation to verify purchase and the related policies for the UAS or C-UAS. Additional information may be found on the [BJA UAS website](#).

**Body Armor:** A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG Body Armor Mandatory Wear Policy Certification](#). Further, before making any subawards for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the [JAG FAQs](#).

**Body-worn Cameras (BWCs):** A JAG award recipient that proposes to purchase BWC equipment or implement or enhance BWC programs with JAG funding must provide to OJP a certification(s) that it has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG BWC Policy Certification](#). Further, before making any subawards for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the [JAG FAQs](#).

**Extreme Risk Protection Order Programs:** An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If states use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof that mean not less than the protections afforded to a similarly situated litigant in federal court or promulgated by the state’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY25 JAG funds for an ERPO program, a [Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501\(a\)\(1\)\(I\)\(iv\)](#) must be signed by a principal legal officer and submitted to BJA. See the [JAG FAQs](#) for additional information.

**DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database:** If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS. No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA. Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the [DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching](#). For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

**Costs Associated With a Conference/Meeting/Training:** An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the [Application Resource Guide](#) for information on prior approval, planning, and reporting costs for a conference/meeting/training.

**Costs Associated With Language Assistance and Access:** If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the [Application Resource Guide](#) for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the [Application Resource Guide](#) section on "[Budget Preparation and Submission Information](#)" and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

### **Budget and Associated Documentation: Budget/Financial Attachments**

**Indirect Cost Rate Agreement (if applicable):** An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the [DOJ Grants Financial Guide](#) and the [OJP Grant Application Resource Guide](#) for additional information on indirect cost rate agreements.

**Consultant Rate (if applicable):** OJP has established maximum rates for consultants; see the "Listing of Costs Requiring Prior Approval" section of the [DOJ Grants Financial Guide](#) for more

information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

**Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable):** This notice of funding opportunity expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provisions in the “Financial Information” section of the OJP [Grant Application Resource Guide](#).

**Disclosure of Process Related to Executive Compensation (if applicable):** This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this funding opportunity are not required to provide this disclosure.

### Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** A JAG application is not complete, and a direct award recipient may not access award funds, unless the chief executive of the applicant government (e.g., the mayor, city manager, or presiding Board member) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” found at: [FY25 JAG – Certifications and Assurances by the Chief Executive of the Applicant Government](#). This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at [34 U.S.C. § 10153\(a\)\(2\)](#)), have been satisfied. OJP will not deny an application for a JAG award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but an award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective Chief Executive. **Memorandum of Understanding (if applicable):** Only required for disparate jurisdictions, as detailed in [Formula Allocations](#). At a minimum, the MOU must 1) identify which jurisdiction will serve as the applicant or fiscal agent for the disparate group; and 2) identify the agreed upon funding amounts for each locality. The MOU must be completed and signed by an official who has authority to enter into a memorandum of understanding on behalf of each jurisdiction. Generally, BJA would expect this to be the chief executive of the jurisdiction. Additional documentation may be requested by BJA to determine signing authority. A [sample MOU](#) is available. If the MOU is missing or incomplete, BJA will issue an award agreement, but funds will be withheld until a properly executed MOU is submitted.
- **BWC Policy Certification (if applicable):** Only required if the direct recipient will be using JAG funds for a BWC project. See [Budget Worksheet and Budget Narrative](#) for more information and link to the form. If the direct recipient is proposing to use funds for

BWC but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.

- **Body Armor Mandatory Wear Certification (if applicable):** Only required if the direct recipient will be using JAG funds for body armor. See [Budget Worksheet and Budget Narrative](#) for more information and link to the form. If the direct recipient is proposing to use funds for body armor but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Extreme Risk Protection Order (ERPO) Certification (if applicable):** Only required if JAG funds will be used for an ERPO program. See [Budget Worksheet and Budget Narrative](#) for more information and link to the form. If the application is proposing to use funds for ERPO but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Prohibited Expenditure Waiver Request (if applicable):** Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request, as detailed in the [JAG Prohibited Expenditure Guidance](#). A JAG applicant may submit a waiver request with its application, by attaching the letter described in the Guidance document in the “Procedures,” #2. If the application is proposing to use funds for a JAG prohibited expenditure but the waiver request is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a waiver request is submitted and approved via grant award modification (GAM).
- **Unmanned Aircraft System (UAS) Certification (if applicable):** Only required if a JAG application will include costs for UAS in the budget. See [Budget Worksheet and Budget Narrative](#) for more information and link to the UAS certification. If the application is proposing to use funds for UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a UAS certification is submitted and approved via grant award modification (GAM).
- **Counter-UAS Certification (if applicable):** Only required if a JAG application will include costs for C-UAS in the budget. See [Budget Worksheet and Budget Narrative](#) for more information and link to the C-UAS certification. If the application is proposing to use funds for C-UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a C-UAS certification is submitted and approved via grant award modification (GAM).

## Disclosures and Assurances

The applicant will address the following disclosures and assurances.

**Disclosure of Lobbying Activities:** JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of \$100,000. This disclosure

requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter “No.” By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

**Disclosure of Duplication in Cost Items:** To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

**DOJ Certified Standard Assurances:** Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

**DOJ Certifications:** Review the DOJ document [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies](#). An applicant must review and sign the certification document in JustGrants. See the [Application Resource Guide](#) for more information.

**Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable):** If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

## Submission Dates & Times

Refer to [Basic Information: Key Dates and Times](#) for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the “Certify and Submit” feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

## Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at [OJP.ResponseCenter@usdoj.gov](mailto:OJP.ResponseCenter@usdoj.gov). Applicants should follow these steps if they experience a technical issue:

- 1. Contact the relevant help desk to report the issue and receive a tracking number.**

See [Basic Information: Contact Information](#) for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

- 2. If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at [OJP.ResponseCenter@usdoj.gov](mailto:OJP.ResponseCenter@usdoj.gov) within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

- A description of the technical difficulties experienced (provide screenshots if applicable).
- A timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).

- An attachment of the complete grant application and all the required documentation and materials (this serves as a “manual” submission of the application).
  - The applicant’s unique entity identifier (UEI).
  - Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.
- 3. If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at [OJP.ResponseCenter@usdoj.gov](mailto:OJP.ResponseCenter@usdoj.gov) within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Technical Issues” section in the [Application Resource Guide](#).



## APPLICATION REVIEW

### Review Process and Criteria

OJP will review applications to ensure the applicant is eligible to receive JAG formula funding per the [JAG Allocations](#); and that information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the [OJP Grant Application Resource Guide](#) for information on the application review process for formula grants.

### Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in additional post-award conditions and oversight for any awarded applicant.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

**Important Note on Responsibility/Qualification Data (formerly FAPIIS):** An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

### Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only program office recommendations but also other factors as indicated in the “Application Review” section. For additional information on the application review process, see the [Application Resource Guide](#).



## AWARD NOTICES

### Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. An authorized representative for the entity should accept or decline the award within 45 days of the notification. See the [Application Resource Guide](#) for information on award notifications and instructions.



## POST-AWARD REQUIREMENTS AND ADMINISTRATION

### Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual (Category 2) or annual (Category 1) performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
- Quarterly DCRA reports.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

### Performance Measure Reporting

Award recipients are required to submit quarterly performance measure data in the Performance Measurement Tool (PMT) and separately submit semi-annual or annual performance reports in JustGrants depending on the category. Applicants selected for an award will receive further guidance on post-award reporting processes.

### Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (e.g., programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

### Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [Application Resource Guide](#).

### Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of

1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's [Legal Overview—FY 2025 Awards](#) webpage under the "Civil Rights Requirements" section. Additional resources are available from the [OJP Office for Civil Rights](#).

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's [Partnerships with Faith-Based and Other Neighborhood Organizations](#) webpage for specific information for faith-based organizations applying under this NOFO.

### **Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

### **Information Technology Security Clauses**

An application in response to this NOFO may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

### **Other Reporting Requirements**

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than \$500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the [Reporting Requirements page](#) for more information.



## OTHER INFORMATION

### Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the [Application Resource Guide](#) section “Information Regarding Potential Evaluation of Programs and Activities.”

### Freedom of Information and Privacy Act

See the [Application Resource Guide](#) for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

### Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.



## APPLICATION CHECKLIST

### BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

This application checklist has been created as an aid in developing an application. For more information, reference the [“OJP Application Submission Steps”](#) in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

#### SAM.gov Registration/Renewal

- Confirm that your entity’s registration in the System for Award Management (SAM.gov) is active through the NOFO period; submit a new or renewal registration in SAM.gov, if needed (see [Application Resource Guide](#)).

#### Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

#### Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 under [“OJP Application Submission Steps”](#) in the [Application Resource Guide](#)).
- Sign up for Grants.gov email notifications (optional) (see [Application Resource Guide](#)).

#### Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see [Eligibility: Eligible Applicants](#)).
- Confirm your proposed budget is within the allowable limits (see [Basic Information: Funding Details](#)), includes only allowable costs (see [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#)), and includes cost sharing if applicable (see [Eligibility: Cost Sharing/Match Requirement](#)).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see [Program Description: Performance Measures](#)).
- Review the [“Legal Overview—FY 2025 Awards”](#) in the [OJP Funding Resource Center](#) and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under [“Listing of Costs Requiring Prior Approval”](#) in the [DOJ Grants Financial Guide](#) or see the [Application Resource Guide](#).

#### Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.

- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Submit documents for Intergovernmental Review.
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
  - A submission receipt
  - A validation receipt
  - A grantor agency retrieval receipt
  - An agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or [support@grants.gov](mailto:support@grants.gov) and the OJP Response Center at 800-851-3420 or [OJP.ResponseCenter@usdoj.gov](mailto:OJP.ResponseCenter@usdoj.gov) regarding technical difficulties (see the [Application Resource Guide](#) section on “[Experiencing Unforeseen Technical Issues](#)”).

- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

### Submission Step 2: JustGrants

- Complete the following information:
  - Entity and User Verification (first-time applicants)
  - Standard Applicant Information
  - Proposal Abstract
  - Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
  - JAG Survey
- Upload the Proposal Narrative.
- Upload the Budget Worksheet and Budget Narrative attachment.
- Upload the other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Complete the required disclosures and assurances:
  - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
  - Disclosure of Duplication in Cost Items
  - DOJ Certified Standard Assurances
  - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

### JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the “Certify and Submit” screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov). See the [Application Resource Guide](#) for additional information.

THE STATE OF NORTH DAKOTA

County of Cass

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF CASS AND THE CITY OF FARGO, ND OF CASS COUNTY  
ND

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE

GRANT (JAG) PROGRAM

This Agreement is made and entered into this by and between the COUNTY of CASS, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF FARGO, acting by and through its governing body, the City Commission, hereinafter referred to as FARGO all of Cass County, State of North Dakota, witnessed:

WHEREAS this Agreement is made under the authority of NDCC 11-9.1 Home Rule Counties and NDCC 40-05.1 Home Rule in Cities: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS CASS agrees to provide FARGO \$ 79,603 from the JAG award for the Program: and

WHEREAS CASS will retain \$10,000.00 from the JAG award for the Program:

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

Paying for the performance of governmental functions hereunder shall make the performance or those payments from current revenues legally available to that party.

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement: and

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

NOW, THEREFORE, the COUNTY and FARGO agree as follows:

Section 1.

CASS agrees to transfer to FARGO the sum of \$ 79,603 or purchase on their behalf for the Program on or before 30 September 2028

CASS will expend the sum of \$10,000.00 for the Program on or before 30 September 2028.

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY, FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

Section 3.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other parties.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement shall not create any rights in any party, not a signatory hereto.

COUNTY OF CASS

CITY OF FARGO

\_\_\_\_\_

Tim Mahoney, Mayor

APPROVED AS TO FORM

\_\_\_\_\_

City Attorney, Fargo

CASS COUNTY

\_\_\_\_\_

Tony Grindberg, Chairman

APPROVED AS TO FORM

\_\_\_\_\_

Cass County State's Attorney

\_\_\_\_\_

Auditor, Cass County

2025 North Dakota Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2025 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the FY25 JAG notice of funding opportunity (NOFO) and the Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>. For additional details regarding the JAG formula and award calculations process, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024>.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
ND	BURLEIGH County	County	*	
ND	BISMARCK City	Municipal	\$28,681	\$28,681
ND	CASS County	County	*	
ND	FARGO City	Municipal	\$89,603	\$89,603
ND	GRAND FORKS County	County	*	
ND	GRAND FORKS City	Municipal	\$21,025	\$21,025
ND	WARD County	County	*	
ND	MINOT City	Municipal	\$19,286	\$19,286
ND	WILLIAMS County	County	*	
ND	WILLISTON City	Municipal	\$14,154	\$14,154
ND	FORT TOTTEN TRIBE	Tribal	\$11,423	
ND	TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS	Tribal	\$21,977	
	<b>Local total</b>		<b>\$206,149</b>	



## 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: Fargo Police Department  
 REQUESTED BY: AC Travis Stefonowicz PROJECT NUMBER : PDJG25  
 DATE PREPARED: 4/2/2026

DESCRIPTION OF REQUEST: Accept 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding – CFDA# 16.738 in the amount of \$79,603.00

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331.12-36	\$ -	+ \$ 79,603	= \$ 79,603
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 79,603	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411.11-01	\$ 47,754	+ \$ 79,603	= \$ 127,357
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
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# \_\_\_\_\_

**Report of Action:  
FAHR Meeting of April 6, 2026**



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

**Department:** Forestry

**Description:** See Memo. Forestry requests to accept grant funds in the amount of \$50,000 to assist with Emerald Ash Borer mitigation, including removal of ash trees. The City's match of in-kind replacement trees is already included in the forestry budget.

**Net Financial Impact:** +\$50,000

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Move to accept the North Dakota Forest service grant funds in the amount of \$50,000 and related budget adjustment and authorize staff to proceed with the project beginning in April 2026.



# PUBLIC WORKS OPERATIONS

Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants  
402 23<sup>rd</sup> STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1465  
FAX: (701) 241-8100

April 13, 2026

Honorable Board of City Commissioners  
City Hall  
225 4<sup>th</sup> St N, Fargo, ND 58102

**RE: ND Forest Service (NDFS) grant award – Emerald Ash Borer Mitigation**

Commissioners:

The Forestry Division was recently awarded up to \$50,000 in reimbursable grant funding from the NDFS to assist with Emerald Ash Borer (EAB) mitigation efforts.

Currently, four neighborhoods in our community have ash street tree populations exceeding 40%, placing them at increased risk. This grant will allow us to focus on one of those neighborhoods and begin diversifying the tree canopy with non-ash species.

The project will include the removal of approximately 100 ash street trees and associated stump removal, all of which will be covered by grant funding. The City's required 20% match will be provided through in-kind contributions, consisting of the planting of approximately 100 replacement trees. These plantings are already included in our existing operating budget.

Tree and stump removal costs will initially be paid out of the 2026 Forestry budget, which will temporarily place the budget over its allocated amount. Reimbursement of up to \$50,000 will occur upon project completion, following the planting of replacement trees. While there is a small possibility planting could occur in fall 2026, it is more likely to take place in spring 2027, with reimbursement to follow at that time.

We are currently awaiting the subaward letter from NDFS. Once received, staff will proceed with the necessary budget and line-item adjustments, as well as the creation of a project code and description.

In the meantime, Forestry would like to move forward with tree removals this April. Best management practices recommend avoiding the movement of ash wood during the EAB adult flight season (May 1 – September 30), making early action important for both compliance and effectiveness.

**Recommended motion:**

Move to accept the North Dakota Forest Service grant funds in the amount of \$50,000, and authorize staff to proceed with the project beginning in April 2026.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow

Commission 2026 NDFS grant 3 31.26.doc

Central Fueling  
Fleet Purchase  
And Vehicle Maintenance

Right of Way Maintenance  
Sanitary & Storm  
Sewer Maintenance

Snow Removal  
Street Maintenance  
Street Name Sign Maintenance

Urban Forestry  
Watermeters  
Watermain Distribution

40



# North Dakota Forest Service Subaward Agreement Signature Page 2026 SPRING Grant Award

Entity: City of Fargo, Forestry Division  
Community: Fargo, ND

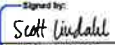
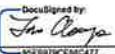
**Any items purchased or invoiced before the Subaward Agreement is signed by the ND State Forester will not be reimbursed.**

Grant type awarded: Emerald Ash Borer Mitigation (EAB)

## AUTHORIZING SIGNATURE

IN WITNESS WHEREOF, the parties to this Agreement do hereby execute this contract and agree to abide by its terms.

### COOPERATOR:

City of Fargo, Forestry Division		Scott Liudahl	04/09/2026
<i>Entity</i>	<i>Authorized Signature</i>	<i>Print Signature Name</i>	<i>Date</i>
North Dakota Forest Service			04/09/2026
<i>Entity</i>	<i>Tom Claes, State Forester</i>		<i>Date</i>

### Attach supporting documents:



**Subaward Agreement**

The attached agreement identifies each party's responsibilities during the subaward period commencing upon the date the State Forester signs this contract and ending:

- **June 1, 2027** for Emerald Ash Borer Mitigation (EAB) grant awards
- **November 30, 2027** for Community Family Forest (CFF) and Rural Canopy Improvement (RCI) grant awards

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

North Dakota Forest Service (NDFS) is a department of North Dakota State University (NDSU). NDSU does not discriminate in its programs and activities on the basis of age, color, gender expression/identity, genetic information, marital status, national origin, participation in lawful off-campus activity, physical or mental disability, pregnancy, public assistance status, race, religion, sex, sexual orientation, spousal relationship to current employee, or veteran status, as applicable. Direct inquiries to Vice Provost, Title IX/ADA Coordinator, Old Main 201, 701-231-7708, [ndsuoaaa@ndsu.edu](mailto:ndsuoaaa@ndsu.edu).

This publication is available in alternative formats upon request by calling (701) 328-9944.

**SUBAWARD 2026S-EAB-001**  
**EMERALD ASH BORER MITIGATION GRANT**  
**AGREEMENT BETWEEN THE**  
**NORTH DAKOTA FOREST SERVICE AND**  
**City of Fargo, Forestry Division**  
**NORTH DAKOTA**

**I. GENERAL**

This agreement is entered into between the North Dakota Forest Service, hereinafter referred to as the NDFS, and the above-named entity, hereinafter referred to as the COOPERATOR.

All application materials submitted by the COOPERATOR are listed in the Grant Application and are included within this agreement.

**II. PURPOSE**

The purpose of this agreement between COOPERATOR & NDFS is to lessen the impact emerald ash borer will have on North Dakota communities. Emerald Ash Borer (EAB) Mitigation funds 34102 are provided by the North Dakota State Legislature.

The parties in this contract agree to jointly provide staff, financial, and in-kind resources necessary to fulfill the established program objective.

**III. TERM**

This agreement will identify each party's responsibilities during the subaward period commencing upon the date the State Forester signs this contract and ending **June 1, 2027**. The term and period of performance may be extended by written request from COOPERATOR followed by written approval from the NDFS.

**IV. ALLOWABLE COSTS AND PAYMENTS**

Required cost share is 80/20. Cooperator must match the grant amount spent by 20% in the form of cash, services and/or in-kind contributions. The COOPERATOR may incur costs as specified in the Grant Application – Project Budget and be reimbursed by the NDFS. NDFS will reimburse COOPERATOR upon completion and passing inspection of project. Proper documentation shall be submitted to NDFS as specified in the Reimbursement Guidelines document. The billing and match statement along with invoices and supporting documentation shall be submitted prior to and postmarked no later than **June 1, 2027** to the North Dakota Forest Service, 916 East Interstate Ave, Ste 4, Bismarck, ND 58503.

**Grant funds awarded to this project up to \$50,000.00**

**V. SUPERVISION**

Refer to Grant Application – Project Narrative.

**VI. RESPONSIBILITIES**

The NDFS agrees to:

- Submit appropriate payment to the COOPERATOR not to exceed the total amount of the grant award.

The COOPERATOR agrees to:

- Expend the grant award in the manner specified in the Grant Application.
- Address and follow the recommendations provided by the Grant Review Committee when applicable.
- Address and follow the requirement provided by ND State Historical Preservation Office (SHPO).
- Assure that plant materials, plant installation, and plant maintenance meets standards outlined in the NDFS Community Forestry Tree Planting and Three-Year Maintenance Plan.
- Contact **Grace Ivesdal at 701-370-3738** immediately following project completion for an inspection. An inspection must be completed prior to any reimbursements.
- The books of account, files and other COOPERATOR records which are applicable to this Agreement shall at all times be available for inspection and review during normal business hours for audit by NDSU and its agents to determine the proper application and use of all funds paid to COOPERATOR. Said records shall be retained for not less than three (3) years from the date of submission of the final expenditure report. If any litigation, claim, or audit related in any manner to this Agreement or the payment of costs hereunder is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

## **VII. PROGRAM OBJECTIVES**

Refer to Grant Application – Project Narrative.

## **VIII. INCORPORATING PROVISIONS OF THE PRIME AWARD**

The effort being performed under this agreement is funded from the Emerald Ash Borer (EAB) Mitigation funds 34102 are provided by the North Dakota State Legislature.

## **IX. INDEPENDENT CONTRACTOR**

COOPERATOR herein is an Independent Contractor, not a partner or joint venturer, and shall not act as an agent or employee of the NDFS. COOPERATOR shall not have any authority, either express or implied, to enter any agreement, incur any obligations on NDFS's behalf, or commit NDFS in any manner without NDFS's expressed prior written consent.

## **X. LIABILITY**

In accordance with North Dakota state law, COOPERATOR agrees to defend, indemnify and hold NDFS harmless from any and all claims, injuries, damages or other liabilities arising in tort or breach of contract and resulting directly or indirectly from any intentional or negligent (including grossly negligent) acts or failure to act by COOPERATOR's officers, agents or employees, arising in favor of any person or entity.

## **XI. TERMINATION**

In the event of default by COOPERATOR under this subaward, performance by COOPERATOR may be terminated by NDFS at any time by giving written notice. Such notice shall be effective upon the receipt of written notice by the COOPERATOR. COOPERATOR shall take all reasonable steps to minimize termination costs.

## **XII. AUDIT**

Upon request of NDFS, the accounting records maintained by COOPERATOR in the performance of the work shall be subject at all reasonable times to audit by NDFS. It is the intent of the parties that such audits shall be performed not more frequently than once every twelve months during the performance of the work. In addition, the NDFS may have such an audit performed at any time within three years following the completion or termination of this subaward. NDFS will conduct periodic project inspections to assure compliance with project contracts.

## **XIII. GOVERNING LAW**

The laws of the State of North Dakota, United States of America shall govern the interpretation of this subaward. The only appropriate venue for resolution of disputes to this subaward shall be in the State of North Dakota, United States of America.

**Certificate Of Completion**

Envelope Id: 7BF2253E-6A8B-4D7A-93B8-C111BAAC6C66  
 Subject: Please DocuSign: NDFS Subaward Agreement for Scott Liudahl  
 Source Envelope:  
 Document Pages: 3 Signatures: 2  
 Certificate Pages: 4 Initials: 0  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 NDFS Community Grants  
 1301 12th Ave. North  
 Fargo, ND 58105  
 cfgrants@ndsu.edu  
 IP Address: 165.234.248.22

**Record Tracking**

Status: Original  
 4/9/2026 11:03:25 AM  
 Holder: NDFS Community Grants  
 cfgrants@ndsu.edu  
 Location: DocuSign

**Signer Events**

Mary Fisk  
 mary.fisk@ndsu.edu  
 Security Level:  
 DocuSign.email  
 ID: 1  
 4/9/2026 11:03:28 AM

**Signature**

**Completed**  
 Using IP Address: 165.234.248.22

**Timestamp**

Sent: 4/9/2026 11:03:26 AM  
 Viewed: 4/9/2026 11:03:31 AM  
 Signed: 4/9/2026 11:12:56 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/17/2022 8:27:51 AM  
 ID: e8167dcb-6a61-4e7f-860a-ac903b69af01

Scott Liudahl  
 sliudahl@fargond.gov  
 Security Level: Email, Account Authentication  
 (Optional)

Signed by:  
  
 B3FB998187444C1...

Sent: 4/9/2026 11:12:58 AM  
 Viewed: 4/9/2026 11:28:30 AM  
 Signed: 4/9/2026 11:29:22 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 165.234.101.170

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/9/2026 11:28:30 AM  
 ID: 0b8d3ae2-0270-4f70-b264-5e2a369bdb1d

Thomas Claeys  
 thomas.claeys@ndsu.edu  
 Interm State Forester  
 North Dakota State University  
 Signing Group: NDSU-Forester  
 Security Level: Email, Account Authentication  
 (Optional)

DocuSigned by:  
  
 95EB9979CE86C477...

Sent: 4/9/2026 11:29:23 AM  
 Viewed: 4/9/2026 11:34:35 AM  
 Signed: 4/9/2026 11:34:55 AM

Signature Adoption: Drawn on Device  
 Using IP Address: 165.234.248.22

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Mary Fisk mary.fisk@ndsu.edu Office Manager North Dakota State University Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 4/9/2026 11:12:57 AM
<p>Craig Lingen craig.lingen@ndsu.edu Security Level: Email, Account Authentication (Optional), Login with SSO <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 4/9/2026 11:34:56 AM Viewed: 4/9/2026 11:35:27 AM</p>
<p>Craig Lingen craig.lingen@ndsu.edu Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 4/9/2026 11:34:57 AM
<p>Beth Peske beth.peske@ndsu.edu Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 4/9/2026 11:34:58 AM
<p>Grace Ivesdal grace.ivesdal@ndsu.edu Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 4/9/2026 11:34:58 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2026 11:03:26 AM
Certified Delivered	Security Checked	4/9/2026 11:34:35 AM
Signing Complete	Security Checked	4/9/2026 11:34:55 AM
Completed	Security Checked	4/9/2026 11:34:58 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Internet 2 OBO North Dakota State University as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Internet 2 OBO North Dakota State University during the course of my relationship with you.

## 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:** Forestry

**REQUESTED BY:** Scott Liudahl **PROJECT NUMBER :** FO2601 EAB Mitigation

**DATE PREPARED:** 4/4/2026

**DESCRIPTION OF REQUEST:** Adjust budget to reflect NDFS Grant for Emerald Ash Borer mitigation efforts. Expenses will be reimbursed up to \$50,000.

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
541-3081-334.10-90 Misc State Grants	\$ 30,817	\$ 50,000 =	\$ 80,817
		= \$	-
		+	-
		+	-
<b>TOTAL REVENUE ADJUSTMENTS:</b>		<b>\$ 50,000</b>	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
541-3081-440.38-93 Tree Removal	\$ 85,000	\$ 35,000 =	\$ 120,000
541-3081-440.38-92 - Stump Grinding		\$ 15,000 =	\$ 15,000
		+	-
		+	-
		+	-
		+	-
		+	-
<b>TOTAL EXPENSE ADJUSTMENTS:</b>		<b>\$ 50,000</b>	

***PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.***

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#** \_\_\_\_\_



**Report of Action:  
FAHR Meeting of April 6, 2026**

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

**Department:** Forestry  
**Description:** See Memo. Forestry requests the City Attorney revise the ordinance to allow more prairie plantings, at the discretion of the City Forester.

**Net Financial Impact:** NA

At their meeting, FAHR endorsed this request.

**Suggested Motion:**  
Move to direct the City Attorney to revise Ordinance 11-0809 to allow prairie plantings in locations determined appropriate by the City Forester, including but not limited to street rights of way.



# PUBLIC WORKS OPERATIONS

Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants  
402 23<sup>rd</sup> STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1465  
FAX: (701) 241-8100

April 13, 2026

Honorable Board of City Commissioners  
City Hall  
225 4<sup>th</sup> St N, Fargo, ND 58102

Commissioners:

Forestry and Public Works continue to support and partner with the Fargo Park District, United Prairie Foundation (UPF), MN Native Landscapes, and Audubon Great Plains. Prairie plantings vs. traditional turf continues to grow in interest with our citizens, and within the industry. Currently, we have plantings at the Urban Plains Educational Trail on the east side of Scheels Arena, Veterans Boulevard roundabouts, 2<sup>nd</sup> St floodwall, and several other park/public locations throughout the community. Besides the color and aesthetics, benefits of prairie plantings include increasing pollinator habitat, reducing turf maintenance, preventing soil erosion and runoff and in this case, a living snow fence.

Most requests for prairie plantings go through the Land Management Permit (LMP) application process per city ordinance. The majority of these are on private property or other public/park properties. The LMP allows the city to monitor the plantings, the owners' plans and intentions for maintenance, and adherence to requirements. Currently, ordinance 11-0809 does not allow a prairie landscape within any street right-of-way. The LMP language was included in the ordinance in 2006, with no further updates to date.

The popularity of prairie plantings has evolved and increased over the last two decades. Our request is to update section 11-0809 of the ordinance to allow prairie plantings with the street right-of-way at appropriate locations.

**Recommended motion:**

**Move to direct the City Attorney to revise the ordinance to allow prairie plantings in locations determined appropriate by the City Forester, including but not limited to street rights of way.**

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow

Central Fueling  
Fleet Purchase  
And Vehicle Maintenance

Right of Way Maintenance  
Sanitary & Storm  
Sewer Maintenance

Snow Removal  
Street Maintenance  
Street Name Sign Maintenance

Urban Forestry  
Watermeters  
Watermain Distribution

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**Report of Action:  
FAHR Meeting of April 6, 2026**

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

**Department:** Library

**Description:** See Memo. Library requests to add more security for the main library on Saturdays through the end of May. The issue will be revisited at the time. Anticipated salary savings will cover the additional security expense through May.

**Net Financial Impact:** \$0


At their meeting, FAHR endorsed this request.

**Suggested Motion:**  
No motion needed – for informational purposes.



April 1, 2026

To: Brenda Derrig  
Assistant City Administrator

From: Tim Dirks, Director   
Fargo Public Library

Saturdays continue to be extremely busy, averaging over nine hundred patrons over the past seven Saturdays. Due to the increase in significant incidents I have increased the contract security coverage from one officer to two on Saturdays as of February 14. The additional officer costs approximately \$343.00 per Saturday. Based on the current number of visits, the amount of library programming taking place on Saturdays and the number incidents experienced I wish to extend having the second guard on Saturdays until the end of May and then reevaluate the situation.



**Report of Action:  
FAHR Meeting of April 6, 2026**

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

**Department:** Central Garage/Fire  
**Description:** See memo. *Request was unintentionally omitted from FAHR agenda, but addressed via subsequent correspondence.* Following purchasing policy requirements, Fleet and Fire request approval of the purchase of a 2026 Fire Pumper Truck and authorization of the corresponding trade-in of Unit 8012. This item is included in the 2026 Capital budget.

**Net Financial Impact:** \$0

FAHR endorsed this request.

**Suggested Motion:**  
Approve the purchase of a 2026 Fire Pumper Truck from Spartan Fire, LLC totaling \$980382 utilizing Sourcewell Contract #082025-RVG, including a deposit applied to 2026, and to authorize the trade in of Unit 812, with the trade-in value deducted from the remaining payment at the apparatus delivery.



MEMORANDUM

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DATE April 2, 2026

TO: FAHR Committee

FROM: Ben Dow, Public Works  
Fire Chief Gary Lorenz  
Tom Ganje, Fleet Purchasing Manager

SUBJECT: Request to Approve 2026 Fire Department Pumper Truck

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A cost evaluation process was initiated in the spring of 2025 for the purchase of a 2026 Fire Pumper Truck. Multiple vendors were contacted and their proposals were reviewed. Based on this evaluation, it was determined that purchasing the Pumper Truck through a purchasing consortium provided the best overall value. The Sourcewell Cooperative offers Contract #082025-RVG, which meets all City purchasing requirements and guidelines.

The total purchase price of the fire apparatus from Spartan Emergency Response is \$1,054,355.00. The estimated deposit discount of \$73,973.00 which will result in a total purchase price of \$980,382.00. The 2026 deposit at contract signing applies to the chassis portion of the apparatus build and results in a deposit discount. The remaining balance shall be paid upon delivery of the completed apparatus in 2027. Unit 812 will be traded in, however, the trade-in value will not be deducted from the remaining balance until 2027's final payment, as fair market value cannot be determined at this time.

The review committee, consisting of Chief Lorenz, Ben Dow and Tom Ganje, determined this option and proposal met the specifications required by the Fire Department. A proposal synopsis is attached for your review and consideration. It is our recommendation to purchase from Spartan Emergency Response using the Sourcewell Buying Contract. Funding for this project is included in the 2026 Vehicle Replacement Budget.

**Suggested Motion**

Approve the purchase of a 2026 Fire Pumper Truck from Spartan Fire, LLC totaling \$980,382.00 utilizing Sourcewell Contract # 082025-RVG, including a deposit applied in 2026, and to authorize the trade in of Unit 812, with the trade-in value deducted from the remaining payment at the apparatus delivery.



907 7<sup>th</sup> AVENUE NORTH BRANDON, SD 57005-2003  
 (605) 582-4000 FAX (605) 582-4001

## CONTRACT

THIS CONTRACT ("Contract") is made by and between Spartan Fire, LLC ("Spartan") and Fargo, ND Fire Department ("Customer"). This Contract will not become binding upon Spartan until it is executed by an authorized person on behalf of Spartan, and the effective date of the Contract ("Effective Date") will be the date that the Spartan authorized person executes the Contract. The parties hereby agree as follows:

- (1) Subject to the terms of this Contract, Spartan shall furnish, and Customer shall purchase, the apparatus and equipment ("Apparatus and Equipment") described and in accordance in all material respects with the specifications ("Original Specifications") submitted with the bid proposal (the "Bid Proposal"). In the event there is any conflict between Original Specification and the Bid Proposal, the Bid Proposal will prevail.
- (2) This Contract for Apparatus and Equipment conform to all Federal Department of Transportation (DOT) and Environmental Protection Agency (EPA) rules and regulations and to all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus in effect as of the Effective Date. Any increased cost incurred by Spartan because of future changes in or additions to such DOT, EPA or NFPA standards will be passed along to Customer as an addition to the Purchase Price set forth below. Notwithstanding anything to the contrary in this Agreement, if the costs to Spartan of acquiring any of the raw materials used in the production and supply of the product(s) (including, without limitation, the costs of acquiring raw materials, costs associated with labor costs, shipping costs, or any other costs) materially increase from the cost levels as of the date of this Agreement, the parties agree that (1) buyer shall have the obligation to pay and reimburse to Spartan such increased costs, or (2) Spartan shall have the right in its discretion to terminate this Agreement, without further liability to Buyer, upon ten (10) days' notice to buyer. For purposes hereof, a "material increase" is defined to mean 5% of the quoted bill of material.
- (3) The Apparatus and Equipment shall be ready for delivery from Spartan's factory, within 720 days. This delivery timeframe is subject to modification if there are customer driven delays to holding the pre-construction meeting and/or are customer driven delays to returning the corresponding signed CO to the factory. All days exceeding 10 days after the pre-construction conclusion with priced CO ready for approval will be added to the above-mentioned delivery timeframe. Any further delays after the pre-construction has been completed in providing additional desired specifications, change approvals, inspection timelines, or other required information for the Apparatus and Equipment may result in an extension of the above referenced delivery timeline by the amount of time Spartan requires, in its sole but reasonable discretion, to furnish the Apparatus and Equipment following Customer's delay, but in any event by at least the duration of Customer's delay.
- (4) A competent Spartan service representative shall, upon request, be provided to demonstrate any Apparatus and Equipment and/or to give Customer's employees the necessary instructions in the operation and handling of any Apparatus or Equipment.
- (5) In exchange for the Apparatus and Equipment, Customer agrees to pay Spartan the sum of One Million Fifty-Four Thousand Three Hundred Fifty-Five Dollars (\$1,054,355.00) ("Purchase Price"). Net payment is due upon delivery to Customer, unless otherwise specified herein. Payments made in advance of Apparatus completion are eligible for a prepayment discount. The estimated discount shall be calculated based on the amount prepaid, the length of time between the date funds are received and the shipment date, and the ("Discount Rate") of 4.5% annum. At present the estimated discount is Seventy-Three Thousand Nine Hundred Seventy-Three Dollars (\$73,973.00). The Parties acknowledge that any discount communicated prior to payment is an estimate and may be subject to adjustment upon final reconciliation. Upon Apparatus shipment the receiving party shall calculate and apply the final discount amount as a credit against the outstanding balance. Interest at 18 percent per annum, payable monthly, shall be charged on all past due payments. If more than one item of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each item, and an invoice covering each item shall be rendered in the proper amount and paid upon delivery of the item. In the event the Apparatus and Equipment is placed in service prior to payment in full, Spartan reserves the right to charge a rental fee of Three Hundred Fifty Dollars (\$ 350.00) per day. Any applicable taxes not specified noted above will be paid by Customer directly or will be added to the Purchase Price and paid by Spartan. If Customer claims exemption from any tax, Customer shall furnish applicable exemption certificate to Spartan and hold Spartan harmless from any such tax, interest or penalty which may at any time be assessed against Spartan.
- (6) Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Spartan, completion of any discrepancy list, and shipment of Apparatus and Equipment from Spartan's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications. Spartan will not surrender to Customer the title to or the statement of origin for any Apparatus or Equipment or provide Customer with any other documentation regarding ownership of any Apparatus or Equipment until Spartan has received full payment of the Purchase Price and taxes, and the unit has shipped.
- (7) Spartan shall not be liable to Customer or to anyone else for consequential, incidental, special, exemplary, indirect or punitive damages arising from any defect, delay, nondelivery, recall or other breach by Spartan, including but not limited to personal injury, death, property damage, lost profits, or other economic injury. Spartan shall not be liable to Customer or anyone else in tort for any negligent design or manufacture of any body or other part of Apparatus or Equipment, or for the omission of any warning with respect thereto.
- (8) Customer shall indemnify Spartan against, and hold Spartan, its agents, employees, officers and directors harmless from, any and all claims, action, suits and proceedings, costs, expenses, damages and liabilities, whether based in negligence, tort, strict liability or otherwise, including

attorney's fees and costs, arising out of, connected with, or resulting from this Contract or the Apparatus or Equipment, except to the extent such claims, action, suits and proceedings, costs, expenses, damages or liabilities arise from Spartan's breach of its obligations under this Contract.

(9) Spartan warrants that, at the time of delivery, the Apparatus and Equipment shall comply in all material respects with the Original Specifications. THE ONLY OTHER WARRANTIES APPLICABLE TO THE APPARATUS AND EQUIPMENT ARE THOSE EXPRESSLY SET FORTH IN THE BID PROPOSAL AND IDENTIFIED AS APPLYING TO THE APPARATUS AND EQUIPMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(10) Spartan shall not be liable if performance failure arises out of causes beyond its reasonable control, which causes shall include without limitation acts of God, war, fires, floods, difficulty in procuring materials, equipment or tooling failure, freight embargoes, order of any court, strike, lockout, shortage of labor, failure or delays by suppliers or contractors, or legislative or governmental, or other, prohibitions or restrictions.

(11) The Apparatus and Equipment shall remain the property of Spartan until the entire Purchase Price for each and every item of Apparatus and Equipment has been paid. In case of a default in payment, Spartan may take full possession of the Apparatus and Equipment, or of the item or items upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Apparatus and Equipment up to the date Spartan takes possession.

(12) This Contract will only be binding on Spartan after it is signed and approved by an authorized person of Spartan. This Contract (which includes the other documents referenced in this Contract) embody the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersede all prior oral or written agreements and understandings relating to the subject matter of this Contract. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. This Contract cannot be altered or modified except by mutual written agreement signed by the parties. The Customer representative signing this Contract on Customer's behalf represents and warrants that he or she has the authority to sign this Contract and that all necessary action has been taken by Customer to authorize Customer's execution of and performance under this Contract.

(13) In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Contract shall be unenforceable in any respect, then the provision shall be deemed limited to the extent that the court deems it enforceable, and as so limited shall remain in full force and effect. If the court shall deem any provision, or portion thereof, wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.

(14) This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota without giving effect to principles of conflict of laws. Customer irrevocably and unconditionally (a) agrees that any suit, action, or other legal proceeding arising out of or relating to this Contract may, at the option of Spartan, be brought in a court of record of the State of South Dakota in Minnehaha County, in the United States District Court for the District of South Dakota, or in a court of record of the State of Wisconsin in Waukesha County, where Spartan's parent company, REV Group, Inc., is located, or in the United States District Court for the Eastern District of Wisconsin, or in any other court of competent jurisdiction; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection that it may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

Submitted to Customer By: \_\_\_\_\_ on \_\_\_\_\_  
Spartan Sales Representative – Print Name Date

\_\_\_\_\_  
Spartan Sales Representative Signature

This Contract is agreed to by the parties as of the Effective Date.

Spartan Fire, LLC

Customer: \_\_\_\_\_

By: Thane McFarland  
Spartan Fire, LLC, Authorized Signature

By: \_\_\_\_\_  
Customer Signature

Thane McFarland  
Print Name

\_\_\_\_\_  
Print Name

Its: Finance Controller

Its: \_\_\_\_\_

3/5/26  
Date

\_\_\_\_\_  
Date





**EMERGENCY RESPONSE**

Brandon, SD | Charlotte, MI | Ephrata, PA | Snyder, NE

**SPARTANER.COM**

Sourcew02/18/2026

Attn: Chief Lee Soeth

Fargo, ND Fire Department

Regards,

Below you will find our Sourcewell contract number and contract expiration date that we are using in working with Fargo Fire Department.

Should you need any more details please feel free to contact us.

## Spartan Emergency Response - REV Group

Firefighting apparatus and services



#082025-RVG

Maturity Date: 12/8/2029

Website: [spartaner.com/contract-purchasing/](http://spartaner.com/contract-purchasing/)



### Documents

#### Contract Documentation

[Contract](#)

#### Competitive Solicitation Documentation

- [Request for Proposal \(RFP\)](#)
- [Proof of Publication](#)
- [Proposal Opening Record](#)
- [Proposal Evaluation](#)
- [Comment & Review](#)
- [Board Resolutions](#)

#### Pricing Documentation

Information in this file is subject to change

[Contract 082025-RVG-Price Information](#)

Darwin Kampa District Mgr, Spartan Fire, Brandon, SD



**Report of Action:  
FAHR Meeting of April 6, 2026**

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

**Department:** Public Works

**Description:** See Memo. *Request was unintentionally omitted from FAHR agenda, but addressed via subsequent correspondence.* Public Works request a Resolution to authorize an online public auction for City of Fargo personal property, as required by Municipal Code 3-0105. The sale will be advertised as required by Ordinance.

**Net Financial Impact:** \$0

FAHR endorsed this request.

**Suggested Motion:**

Approve Resolution authorizing an online public auction for City of Fargo surplus personal property through Steffes group; the online auction will open May 26 and close June 2.



**FINANCE OFFICE**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Board of Commissioners  
**FROM:** Susan Thompson, Director of Finance  
**RE:** Spring 2026 City Auction  
**DATE:** April 6, 2026

As per Municipal Code 3-0105, Sale or Leasing of City-owned Property, Finance and Public Works request approval of a Resolution authorizing the Spring 2026 City of Fargo surplus property sale via an online public auction. Sale items are primarily vehicles which are no longer serviceable or have exceeded their useful life. The auction will be conducted by the Steffes Group, who was awarded a contract to conduct City of Fargo public auctions by the City Commission on May 12, 2025. The spring auction will open May 26 and close June 2.

In addition to being listed on Steffes' auction website, the auction will be advertised in The Forum once a week for two consecutive weeks with the last publication being at least 10 days prior to the date of the sale.

**Suggested Motion:**

Approve Resolution authorizing an online public auction for City of Fargo surplus personal property through Steffes Group; the online auction will open May 26 and close June 2.

COMMISSIONER \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING SALE OF PROPERTY**

**WHEREAS**, the city of Fargo possesses surplus City-owned assets; and

**WHEREAS**, staff has determined the surplus items are no longer serviceable or have exceeded their useful life (“Subject Property”); and

**WHEREAS**, Fargo Municipal Code §3-0105 provides that if the board of city commissioners estimates the value of the Subject Property to be \$5,000 or more, the property may only be sold by public sale; and

**WHEREAS**, it is the wish and desire of the board of city commissioners that the Subject Property be sold.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,**

1. The City does not have a present or future use for the Subject Property; and
2. The aggregate value of the Subject Property is estimated to be more than \$5,000; and
3. The City engaged in a competitive bidding process and has selected Steffes Group for purposes of conducting a public auction on the city of Fargo’s behalf. A full and complete list of all items subject to auction will be completed on or before Friday, May 22, 2026, and such list shall be included on the Steffes Group website: [www.steffesgroup.com](http://www.steffesgroup.com); and
4. Anyone interested in bidding on any of the Subject Property may do so through the online public bidding process.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER \_\_\_\_\_, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS \_\_\_\_\_. The following were absent and not voting: \_\_\_\_\_, and the following voted against the same: \_\_\_\_\_, whereupon the resolution was declared duly passed and adopted.

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Susan Thompson, City Auditor



**Report of Action:  
FAHR Meeting of April 6, 2026**

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

**Department:** Finance

**Description:** See Memo. *Request arose after FAHR meeting, but addressed via subsequent correspondence.* Finance continues to update financial account authorizations following the retirement of Auditor Steve Sprague and resignation of Assistant Finance Director Jamie Bullock. We request to identify Finance Director Susan Thompson and Finance Manager Wyatt Papenfuss as authorized financial representatives for ND State Investment Board (FARGODOME escrow account) and US Bank (deposit and investment accounts). Fargo Dome Authority Finance Committee directs escrow account investment guidelines.

**Net Financial Impact:** \$0

FAHR endorsed this request.

**Suggested Motion:**

Move to identify Finance Director Susan Thompson and Finance Manager Wyatt Papenfuss as authorized financial representatives for ND State Investment Board and US Bank.

### TRUSTEE DELEGATION OF AUTHORITY

The following employees are authorized to provide written instructions to the North Dakota State Investment Board for the City of Fargo – Fargodome Permanent Fund under this agreement:

<b>Transaction</b>	<b>Individual</b>	<b>Signature</b>
1. Investment Guidelines Including asset allocation	Finance Committee	_____
2. Withdrawal or addition of assets	Susan Thompson Finance Director/Auditor	_____
	Wyatt Papenfuss Finance Manager	_____

Name	Title	Email	Phone
Susan Thompson	Director of Finance	<a href="mailto:sithompson@fargond.gov">sithompson@fargond.gov</a>	701-241-8158
Wyatt Papenfuss	Finance Manager	<a href="mailto:wpapenfuss@fargond.gov">wpapenfuss@fargond.gov</a>	701-476-5968

On behalf of the City of Fargo – Fargodome Permanent Fund:	
BY:	
Name:	Dr. Timothy Mahoney
Title:	Mayor
Organization:	City of Fargo
Date:	



**CERTIFICATE OF AUTHORITY**

Organization: City of Fargo (full legal name)

The Certifier (as defined below) hereby certifies to U.S. Bank National Association ("USBNA") as follows:

1. The Certifier is a natural person; is responsible for maintaining the records and minutes of the Organization; has the power to identify individuals who are authorized, in the name of and on behalf of the Organization, to execute agreements and to give instructions with respect to all transactions; and, if the Organization is a corporation, is the Organization's duly elected, qualified, and acting corporate secretary.

2. The following individual is authorized, in the name of and on behalf of the Organization, to execute agreements and to give instructions with respect to all transactions:

Susan Thompson, Finance Director \_\_\_\_\_

Wyatt Papenfuss, Finance Manager \_\_\_\_\_

Such authority is in full force and effect as of the date hereof (and has been for the preceding 30 calendar days); has not been modified, amended, or revoked; and includes, but is not limited to, the authority to execute the Organization's agreements with USBNA, to give instructions under those agreements, and to authorize other individuals to give instructions under those agreements.

3. This Certificate complies with the Organization's formation documents, governing documents, policies, procedures, and applicable law. This Certificate has been notarized if notarization is required by applicable law. The statements in this Certificate are true and correct. Amendment or revocation of this Certificate (i) may only be made by a written instrument and (ii) is not effective as to USBNA until USBNA has received that written instrument.

The Certifier hereby executes this Certificate on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

"Certifier":

Dr. Timothy J. Mahoney  
Printed Name

\_\_\_\_\_  
Signature

Mayor  
Title of Certifier



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## Memorandum

DATE: April 13, 2026  
TO: Mayor and Board of City Commissioners  
FROM: Shawn Ouradnik, Inspections Director  
SUBJECT: Dangerous Building extension request at 1544 3 AVE S, Fargo, ND

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### Background:

The structure at 1544 3 AVE S, Fargo, ND was declared "Dangerous Building" during the regular meeting of the City Commission on November 24, 2025. At that time Mr. Wahl appeared at the meeting and testified that he would pull a permit and work on the structure so the Dangerous Building designation could be removed from the structure. He needed to complete the structural and exterior of the structure so the interior could be completed on a separate permit at a separate time. He did obtain a permit with the appropriate engineering on January 2, 2026. The deadline set at the meeting was January 26, 2026.

Mr. Wahl submitted an extension request to the Inspections office on January 22, 2026 requesting an additional sixty (60) days to complete the structural repairs and the exterior to be completed on March 24, 2026. A member of the inspections team conducted an inspection on March 31, 2026 to verify that a substantial amount of work has been completed. We did not observe a substantial improvement o the property and are recommending a denial of an extension request.

**RECOMMENDED MOTION:** To reject the extension request received from Daniel Wahl and direct the appropriate city staff to procure a contractor through the Request for Proposal process and demolish the structure at 1544 3 AVE S, Fargo forth with.

Dear Members of the City Council,

Regarding the property at 1544 3rd ave south, I am requesting an additional extension of 30 days to complete the exterior shell of the property.

Progress on the project has continued, but has been significantly impacted by ongoing winter weather conditions, including snow, rain, ice, and muddy ground conditions. These elements have slowed operations and made it especially challenging to protect the structure while portions of the roof remain open to the elements.

In addition, during a recent ice storm, I suffered a serious fall while exiting my vehicle, resulting in multiple injuries, including four broken ribs as well as 2 broken teeth. These injuries limited my ability to work for a decent amount of time and further delayed progress.

Despite these challenges, substantial work has been completed. All floor joists have been fully replaced, and decking has been completed. The walls have been built and are ready to be installed, and the roof is scheduled to be completed within the next couple of weeks. The yard and surrounding property have also been fully cleaned, and all debris and garbage have been removed.

As previously noted, there was no insurance coverage on the property at the time of the fire, and all repairs are being completed out of pocket. At 67 years old, I remain committed to completing this project and have invested considerable time and effort to ensure it is done properly and safely.

Given the progress made, along with the setbacks caused by weather and unforeseen medical circumstances, I respectfully request an additional 30 days to complete the exterior shell. This extension will allow the project to move forward to the next phase in full compliance with city requirements.

Thank you for your time, understanding, and consideration.

Sincerely,

Daniel Wahl

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REPORT OF ACTION

**UTILITY COMMITTEE**

Project No. Task Order 2026-2

Type: – Engineering Task Order

Location: Solid Waste Division – Landfill

Date of Hearing: 04/08/26

<u>Routing</u>	<u>Date</u>
City Commission	04/13/26
Project File	Cell 22 Waste Excavation and Construction

Scott Olson, Solid Waste Utility Director, presented the attached Task Order with HDR for engineering services related to the Cell 22 Waste Excavation and Construction project. This is the fifth phase of the 25-year reclamation and redevelopment of the East Landfill. Services of the engineer are separated into seventeen phases as shown below:

<b>Services of Engineer</b>		<b>Amount</b>
<b>Task</b>	<b>Series Description</b>	
100.	Project Initiation & Management	\$ 15,195.00
200.	Design Services	\$ 71,300.00
300.	Bidding Assistance	\$ 9,550.00
400.	Construction Phase Services	\$ 229,415.00
500.	Construction Documentation	\$ 9,790.00
<b>TOTAL COMPENSATION (lines 1 a-e)</b>		<b>\$ 335,250.00</b>


Funding for this task order is through the Clean Water State Revolving Fund, existing loan #380715-10.

**MOTION:**

On a motion by Dan Portlock, seconded by Troy Hall, the Utility Committee voted to approve Task Order 2026-2 with HDR in the amount of \$335,250.00.

<u>COMMITTEE</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Denise Kolpack, City Commissioner	X	X		X
Thomas Knakmuhs, City Engineer	X	X		
Brenda Derrig, Assistant City Administrator	X	X		
Susan Thompson, City Finance Director	X	X		
Bruce Grubb, City Administration	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:

  
 \_\_\_\_\_  
 Scott Olson, PE  
 Solid Waste Utility Director

C. Tim Mahoney, Mayor  
 Commissioner Turnberg  
 Commissioner Piepkorn  
 Commissioner Strand



# SOLID WASTE

**DIVISION OF SOLID WASTE**  
2301 8th Avenue North  
Fargo, North Dakota 58102  
Office: 701.241.1449 | Fax: 701.241.8109  
[FargoND.gov](http://FargoND.gov)

**To: Utility Committee**  
**From: Scott Olson, Solid Waste Utility Director**  
**Date: April 1, 2026**  
**Subject: HDR Task Order for Engineering Services for Cell 22 Construction**

Cell 22 is the fifth phase of the 25-year reclamation of the East Landfill Campus. The budgetary estimate for the project is \$7,100,000 and is estimated to take approximately thirty-eight (38) weeks, beginning in late 2026 with final completion anticipated fall of 2027.

Attached for your reference is a propose Task Order from HDR for professional engineering services related to the Cell 22 Waste Excavation and Construction Project. The Services of the Engineer has been divided into five phases with associated task costs as shown below:

Services of Engineer		Amount
Task	Series Description	
100.	Project Initiation & Management	\$ 15,195.00
200.	Design Services	\$ 71,300.00
300.	Bidding Assistance	\$ 9,550.00
400.	Construction Phase Services	\$ 229,415.00
500.	Construction Documentation	\$ 9,790.00
<b>TOTAL COMPENSATION (lines 1 a-e)</b>		<b>\$ 335,250.00</b>

As provided within the proposal, the major cost component is within the construction phase (task 400) and is the project management and on-site personnel requirement. The North Dakota Department of Environmental Quality rules require that a Certified Asbestos Inspector be onsite if any existing waste is encountered and must be removed. HDR is proposing project management and on-site services full-time during major components of construction as required.

Industry standards for similar landfill project design, management and construction oversight are typically 8 to 10% of construction costs; HDR's proposed cost is 4.7% of the estimate. Please note that the hourly projections are estimates and that HDR will charge only for actual documented project hours.

Funding for this task order is included in the existing North Dakota Clean Water State Revolving Fund (CWSRF) **Loan #380715-10**.

**Recommendation**

Approve the attached task order with HDR to provide Engineering Services for the Cell 22 Excavation and Construction Project.

**SUGGESTED FORM OF  
TASK ORDER**

<p>This is Task Order No. <u>2026-2</u>, consisting of <u>16</u> pages.</p>
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**Task Order #2026-2**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1/1/2021 ("Agreement"), and extended on 11/19/2025, Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: April 2, 2026
- b. Owner: City of Fargo Enterprise Utilities
- c. Engineer: HDR Engineering, Inc.
- d. Specific Project (title): Cell 22 Design, Bidding Assistance, and Construction Assistance
- e. Specific Project (description): Complete design, bidding assistance, and construction phase services for Cell 22 at the Fargo Landfill.

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of the Modified Exhibit A dated April 2, 2026, as attached to the Agreement referred to above, such sections being hereby incorporated by reference.

**3. Additional Services**

- A. Additional Services that may be authorized under this Task Order shall be agreed upon with advance authorization required.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and Exhibit B of the Agreement Between Owner and Engineer for Professional Services, Task Order Edition.

**5. Task Order Schedule**

The parties shall meet the schedule included in Exhibit A.

**6. Payments to Engineer**

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Task 100 – Project Initiation & Management	\$15,195	Hourly Rates
Task 200 - Cell 22 Design Services	\$71,300	Hourly Rates
Task 300 – Bidding Assistance	\$9,550	Hourly Rates
Task 400 – Construction Phase Services	\$229,415	Hourly Rates
Task 500 – Construction Certification & Documentation Report	\$9,790	Hourly Rates
<b>TOTAL COMPENSATION</b>	<b>\$335,250</b>	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

Compensation items and totals based on Hourly Rates are estimates only. 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 compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement Between Owner and Engineer for Professional Services, Task Order Edition, and in the applicable governing provisions of Exhibit C.

7. **Consultants retained as of the Effective Date of the Task Order:** None

8. **Other Modifications to Agreement and Exhibits:** Appendix 1 and Appendix 2 to Exhibit C shall be updated to the attached "2026 Hourly Billing Rates."

9. **Attachments:** "Modified" Exhibit A and 2026 HDR Engineering Standard Rate Sheet

10. **Other Documents Incorporated by Reference:** None

**11. Terms and Conditions**

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 receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **April 2, 2026**.

OWNER:

By: \_\_\_\_\_

Print Name: Timothy Mahoney

ENGINEER:

By: 

Print Name: Jason Kjenstad, PE

**Task Order Form**

Title: Mayor

Title: Sr. Vice President, Area Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Scott Olson

Name: Randy Hanson

Title: Solid Waste Director

Title: Project Manager

Address: City of Fargo Solid Waste  
2301 8<sup>th</sup> Avenue N  
Fargo, ND 58102

Address: HDR Engineering, Inc.  
51 N Broadway, Suite 550  
Fargo, ND 58102

E-Mail  
Address: solson@fargond.gov

E-Mail  
Address: Randy.hanson@hdrinc.com

Phone: 701-476-4087

Phone: 701-552-9948

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Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

## **EXHIBIT A**

### **TASK ORDER**

#### **Work Understanding**

HDR Engineering Inc. (HDR) understands that the City of Fargo, North Dakota (City), desires engineering services for the design, bidding support, and construction phase support for Cell 22 development and associated site improvements at the City of Fargo Landfill. Cell 22 design includes excavation, clay and membrane liner, a leachate collection and pumping system, stormwater collection system, and site grading. In addition to design services, bidding support, construction administration, and construction quality assurance inspection services are included.

#### **Scope of Services**

HDR will provide engineering design, bidding assistance, and construction support services, including the following series of tasks:

##### **Task Series 100 – Project Initiation and Management**

HDR's project manager will provide coordination, communications, invoicing, and progress reporting for the City throughout the contract. HDR will initiate the project by facilitating a kickoff meeting to reaffirm the City's key expectations and discuss the project approach, assumptions, milestones, and overall purpose.

##### **Kickoff Meeting**

HDR will schedule a project kickoff meeting with the City's project team to address data needs, formalize the lines of communication, determine project milestone timelines, and confirm that the project objectives are defined and understood by HDR and the City. We will use this meeting to review the project scope, schedule, goals, and objectives, and formalize management and communication protocols to provide timely data delivery and high-quality deliverables.

##### **Monthly Status Updates**

HDR has assumed monthly status reviews at one (1) hour per month for the project duration of 19 months. The meetings will provide the City with an update on project status.

##### **Deliverables**

- Monthly invoices
- Monthly progress monitoring (PDF, electronically transmitted)

##### **Meetings**

- One kickoff meeting with up to four (4) HDR staff for two (2) hours. This information will be used to complete the design basis memorandum in Task 200.

##### **Assumptions**

- The kickoff meeting will be a combination of in-person and virtual for two (2) hours and will be attended by the HDR project manager and three additional HDR staff members. Technical leads will attend virtually.
- We've assumed 19 months for project duration for invoicing and progress monitoring at one (1) hour per month



## Task Series 200 – Cell 22 Design Services

HDR will develop plans and specifications for the construction of Cell 22, which consists of an approximate 10-acre (permitted size) composite liner and leachate collection system. Overall design components will include:

- Subgrade and cell perimeter grading and bulk earthwork plan (including soil stockpiling and stormwater control features).
- Clay liner and flexible membrane liner.
- Leachate collection system, including drainage layer, collection piping, pumping systems, and cleanouts.
- Electrical supply for the leachate pumping system.
- Tie-ins to existing liner and leachate forcemain connection to the sanitary sewer system.
- Post-construction stormwater controls and stormwater run-on diversion.
- Perimeter grading plan to accommodate stormwater routing around the southern and eastern side of the cell limits, and the stormwater pond along the northern boundary of Cell 22.
- Customer and facility access roads and modifications to existing operational soil haul roads. The existing access road on the north side of the landfill will be extended to the east, approximately 500 feet to the eastern edge of Cell 22.

Work will begin with reviewing and compiling existing permit, survey, and record documents, and past design documentation, to use as talking points for a design basis development meeting to be held at the Fargo Landfill. The design-basis development meeting will include a site visit, an overall evaluation of the city's desired outcomes, and a discussion of the final decisions necessary to initiate design activities. HDR will prepare a written design basis memorandum summarizing meeting outcomes and key design requirements, constraints, and changes.

Following the design-basis development meeting, HDR will begin production work on Cell 22 design plans and specifications. Design review meetings will be held with the City at the 60% and the 90% design milestones, and for the Final Draft Issued for the Bid Project Manual. Per the City's recommendation, HDR has planned for two touch-base meetings prior to the 60% design submittal to review the design with the City.

HDR will prepare a preliminary Engineer's Opinion of Probable Construction Cost for the 60% design submittal and will develop an updated Engineer's Opinion of Probable Cost in association with the 90% complete design review meeting.

Prior to starting design, HDR will develop an overall project schedule for activities leading up to the Notice of Contractor Award. The schedule will include key project aspects and milestones for design engineering and bid assistance services outlined in this Scope of Services.

### Deliverables

Deliverables will be provided to the City of Fargo electronically prior to each design review meeting, and hard-copy deliverables will be provided for discussion at each design review meeting. Deliverables associated with this task include:

- Design basis memorandum
- Notes from two touch base meetings
- 60% complete design plan set and specification set
- 90% complete design plan and specification set
- Engineer's Opinion of Capital Cost (concurrent with 60% and 90% design).



### Meetings

A total of five (5) meetings are anticipated in association with this task, including:

- Design basis development memorandum.
- Two (2) touch base meetings for up to two (2) HDR staff at two (2) hours each.
- 60% design review meeting for up to two (2) HDR staff at two (2) hours.
- 90% design review meeting for up to two (2) HDR staff at two (2) hours.

### Assumptions

- The design basis development, 60%, and 90% review meetings will be held in person, either at HDR's Fargo office or the City of Fargo Division of Solid Waste office. The two (2) touch base meetings could be held in person or virtually. All meetings will be attended by up to two members of the HDR project team and may be a combination of staff being in person and virtually. HDR will prepare agendas, meeting materials packets, and meeting notes in conjunction with each planned in-person meeting.
- The project, including design and construction components identified herein, will be developed for bidding as one single bid by qualified general contractors
- The existing Cass County Cooperative electrical service is sufficient and available onsite for the required project electrical needs. The City will provide information related to this service.
- The LiDAR data obtained by the annual aerial survey (completed November 3, 2025) will be used as the existing topographic survey of the anticipated construction area. The area surveyed includes the entire landfill facility, including Cell 22 area and associated soil stockpiling areas. The City has provided this information.
- The construction contractor will be required to complete a preconstruction survey upon mobilization for finalization of bulk excavation unit price quantities. This survey will account for material removed in the project area since the annual aerial survey was completed. The pre-design topographic survey will serve as the basis for all Cell 22 design elements, volumetrics, and bid quantity determinations. Volumetrics and bid quantity determinations will be updated with the results of the preconstruction survey. Contractor will be responsible for all field and documentation surveys by a licensed surveyor.
- As-built drawings, in AutoCAD DWG format, will be provided by the City for adjacent Cell 21, onsite sanitary sewer, and electrical service.
- Sanitary sewer design allows for connection to an existing booted precast manhole, installation of two precast manholes, and approximately 500 feet of piping for Cell 22.
- Forcemain related to Cell 22 will discharge from the pumping system into precast manholes and a gravity sanitary sewer system. The precast structures and proposed piping shown in permit drawings are sufficiently sized for this project.
- Permit drawings will be provided in AutoCAD DWG format by the City.
- The City will provide the current stormwater design plan and calculations.
- Stormwater treatment is not included in this scope of services. If the existing stormwater plan and calculations require updating, HDR will provide the scope and costs for the additional services.
- Geotechnical information related to cell subsurface and on-site borrow area to be provided by the City, along with existing interface shear strength requirements from stability analysis of liner and subgrade and clay liner interactions. HDR understands that the City will complete geotechnical analysis separate from this project, and that analysis will include recommendations for Cell 22 design and construction. HDR's design/schedule relies on this geotechnical information.
- HDR will evaluate existing stability and interface shear strengths as provided by the City.
- On-site soils are suitable for clay liner construction.
- Design will be in accordance with permit documents and geotechnical recommendations.



- Unless specifically identified herein, design excludes major drainage structures, structures outside the cell area, and mechanical designs outside the cell area.
- Cell 22 will utilize the same general design and construction details as in the approved permit for the cell grades, base liner system, leachate collection details, drainage details, and specifications.
- The existing erosion control permit exists and requires no modification for the construction of the cell.
- No modifications to the existing gas collection and conveyance system will be required for the construction of Cell 22.
- HDR will distribute status deliverables electronically to the City of Fargo prior to the design basis kickoff, 60%, and 90% review meetings. The City of Fargo shall provide markup or requested revisions to HDR within seven (7) calendar days of the occurrence of the respective meeting. Review comments provided by the City will be included in one document for each submittal.
- Concrete structures required for the project are presumed to be precast structures.
- No structural engineering is included in our scope.

#### TASK 201 –CONTRACT DOCUMENT DEVELOPMENT

HDR will prepare the final contract documents for the design elements identified for the project, as included in the Task Series 200 Scope of Services.

Final Contract Documents will include:

- Notice to Bidders
- Advertisement for Bids
- Instructions to Bidders
- Form of Proposal (Bid Form)
- Bid, Performance, and Payment Bond Forms
- Notice of Award
- General Conditions
- Supplemental Site-Specific General Conditions
- CWSRF requirements
- Construction Drawings and Specifications

With this task, HDR will create a survey certification point table with staking coordinates and pre-determined point naming/numbering conventions for use by the surveyor, contractor, and CQA consultant during cell construction. The table will provide the minimum certification point grid and will generally follow a 100-ft x 100-ft spacing.

#### Deliverables

- Final contract documents will be produced in electronic form for City review.
- Fargo Landfill Cell 22 survey control table in Microsoft Excel format.

#### Meetings

No additional meetings specific to this task are planned. The City's comments and input on the contract documents will be solicited concurrent with the 90% complete design review and the final draft issued for bid document review meetings.

#### Assumptions

- EJCDC front-end construction documents will be used as the basis for this project's construction documents.



- The City will be using CWSRF funds for the construction of Cell 22. SRF funding provisions will be incorporated into the contract documents.

### **Task Series 300 – Bidding Assistance**

#### **TASK 301 – BID ASSISTANCE**

HDR will assist the City in soliciting and evaluating a single bid package for the construction of Cell 22 and associated project elements. HDR will use a lump sum and select unit items in bidding on the project to minimize risk to all parties and encourage competitive bidding.

HDR bidding assistance will include:

- Develop a log to track bidder questions and responses provided.
- Respond to bidder questions, which may include drawing revisions.
- Issue addenda as required.
- Compile and stamp a final Issued for Construction (IFC) set of documents incorporating revisions from the bidding period.

#### **Deliverables**

- Electronic copies of the final Construction Documents Project Manual in PDF and four (4) hard copies.

#### **Meetings**

- No additional meetings specific to this task are planned.

#### **Assumptions**

- Bidders will provide an electronic media release for AutoCAD-type documents prior to HDR releasing those documents.
- HDR has budgeted 7 hours to respond to bidder questions.
- HDR has budgeted fifteen (15) staff hours to prepare addenda.
- Project will be bid as one bid package as described in the HDR Activities section.

#### **TASK 302 – PRE-BID MEETING**

HDR will arrange for and facilitate the pre-bid meeting. Meeting agenda, meeting information packets, and meeting notes will be created and distributed to meeting attendees. Pre-bid meeting notes and attendee list will be issued as an addendum to the Contract Documents.

#### **Deliverables**

- The pre-bid meeting agenda and meeting materials packet will be prepared and made available electronically and in hard copy (up to 15 copies) for meeting attendees.
- Meeting notes will be prepared and made available electronically to meeting attendees and as an addendum to Contract Documents.

#### **Meetings**

- The pre-bid meeting will consist of a single meeting held at the Fargo Landfill facility. Up to two (2) HDR employees will attend the pre-bid meeting.

#### **Assumptions**

- The pre-bid meeting will be two (2) hours long with up to two (2) HDR staff and will be held at the Fargo Landfill office.

**TASK 303 BID TABULATION & REVIEW**

HDR will review submitted contractor bids for technical completeness and accuracy and tabulate bids for presentation to the City of Fargo, along with an official recommendation of award.

**Deliverables:**

- Completed bid tabulation spreadsheet and recommendation of award letter.
- A supplementary memorandum outlining the review process and outcomes may be produced at the City's request.

**Meetings**

- No additional meetings are planned for this task.

**Assumptions**

- As determined necessary at the direction of the City, HDR will further evaluate selected bids by interviewing references, suppliers, or key project individuals. For budgetary purposes, two (2) hours for supplemental bid evaluation and reference verification have been included in the fee for this task.

**Task Series 400 – Construction Phase Services****TASK – 401 CONTRACT INITIATION DOCUMENTS**

HDR will liaise directly between the City and the selected contractor to compile and execute the requisite paperwork to initiate the construction contract. This will include correspondence with the selected contractor and the City, and completion of the following initiation documents:

- Issuance of Notice of Award following the City of Fargo Commission's approval of the contractor.
- Review of contractor's certificate of insurance, performance bond, and payment bond for compliance with general conditions of the contract.
- Developing the Agreement Stipulated Price (contract mechanism) and coordinating for the execution of the agreement by the City and contractor.
- Issuance of Notice to Proceed following satisfactory completion of the preceding contract initiation documents.

**Deliverables**

- Final hard copies of each of the contract initiation documents for the City and the contractor's internal records. One (1) set of Contract Documents will be provided to each party.

**Meetings**

- No additional meetings are planned for this task.

**Assumptions**

- Contract documents will be standard EJCDC forms and reviewed by concurrence by the City of Fargo.

**TASK – 402 CONSTRUCTION CONTRACT ADMINISTRATION**

HDR will review Shop Drawings and Miscellaneous Submittals required by the Construction Documents Project Manual. These include:

- Shop Drawings and Miscellaneous Submittals required, as well as other specification sections as needed.
- Provide engineering services required for construction contract administration for the duration of the construction activity.



- Preparation of weekly progress meeting agenda and meeting notes, and facilitation of the pre-construction conference.
- Establish and maintain records of submittals and utilize a file-sharing system for electronic record storage.
- Coordinate, prepare, and/or issue field orders, change proposal requests, and change orders.

Additional Contract Administration Services, including:

- Monitor, document, and report on the contractor's non-performance.
- Review and verify contractor applications for payment.
- Prepare design clarifications to the Contract Documents, if requested and necessary. If field conditions require additional design by HDR, this would be considered an additional service.
- Prepare field orders, work change directives, change proposal requests, and change orders.
- Coordinate with the contractor regarding submittal timing.

Administer Project Closeout, including:

- Develop a substantial completion checklist.
- Schedule and conduct substantial completion inspections.
- Issue punch list.
- Issue substantial completion certification.
- Review final submittals.
- Reconcile City project costs and determine the amount of final payments (including lien waivers).
- Provide a letter of recommendation for project acceptance and final payment.

#### **Deliverables:**

HDR is responsible for:

- Electronic copies of shop drawings and submittals with appropriate review action uploaded to cloud-based (i.e., Sharefile) project records folder.
- Pre-construction conference agendas and notes.
- Weekly and bi-weekly progress meeting agendas and notes distributed to meeting attendees.
- Copies of completed pay requests and change orders for processing by the City, including written approval or adjustments required.
- Change Proposal Requests, Change Orders, Field Orders, and Clarification, if required.
- Contract closeout documentation, including Substantial Completion Checklist, Certification, Punch List, and Letter of Recommendation for Project Acceptance and Final Payment.

#### **Meetings:**

As outlined in the activities above, HDR will coordinate and facilitate the preconstruction meeting and weekly progress meetings. Each meeting will be held at the Fargo Landfill facility and will be attended by up to two (2) of HDR's project team members. For purposes of this proposal, it has been determined that there will be the following meetings:

- One (1) Pre-construction Meeting (up to 3 HDR staff for 2 hours)
- Nineteen (19) Weekly progress meetings for nineteen (19) weeks and ten (10) bi-weekly meetings at 2 hours per meeting attended by the project manager and one other HDR staff. The Engineer of Record will attend four (4) weekly meetings and two (2) bi-weekly meetings.
- One (1) Substantial Completion Inspection Meeting/Walkthrough (up to 3 HDR staff for 2 hours onsite)
- One (1) Final Completion Inspection Meeting/Walkthrough (up to 2 HDR staff for 2 hours onsite)

#### **Assumptions:**

- Site visits by HDR's project manager will be coordinated with weekly progress meetings.
- Coordination between the City and the contractor will be addressed during the kickoff meeting to gather information pertinent to the project, while we do not have an RPR onsite.



- Thirty (30) submittals will be submitted for review at 1.5 hours per submittal. HDR has budgeted review time for the original submittal and one additional review for a total of up to two (2) reviews per submittal. Any subsequent reviews of resubmittals after two (2) submittal reviews will be paid for by the Contractor.
- There will be a total of 10 field orders, change orders, change requests, or RFIs at 3 hours each.

#### TASK 403 – RESIDENT PROJECT REPRESENTATIVE

HDR will provide periodic construction observation on behalf of the City during the construction period. These services will consist of the following:

General Construction Observations by the RPR will include a combination of part-time and full-time onsite activities, which will include:

- Preparation of on-site observation logs.
  - Review of site conditions and document ongoing or corrective actions and overall status.
  - Observe sitework and facilities construction.
  - Review stored materials for proper storage and payment.
  - Coordinate on-site construction quality assurance testing.
  - Verify material quantities associated with the contractor's invoices.
  - Maintain punch list.
  - Review schedule status.
- RPR will coordinate:
    - Coordinate material testing.
    - Payment and CQA surveys.
  - RPR will maintain:
    - Site visit reports for trips to observe the contractor's work. These reports will include the date, weather conditions, contractor's mobilized equipment, contractor's labor forces, work in progress, and items discussed with the City and/or contractor.
    - Photographic log of the completion of the work.
    - CQA documentation for inclusion in the certification report.

#### Deliverables

- Site visit report or journals.
- Photographic log of the work progress.
- CQA documentation for inclusion in the certification report.

#### Meetings

- Accounted for in Task 402.

#### Assumptions

- HDR will provide a part-time onsite Resident Project Representative (RPR).
- One general contractor will be selected.
- Construction activities will start in the fall of 2026 and carry through late fall of 2027. We've assumed the contractor would not be working from December 15, 2026, to March 15, 2027. The total actual construction time (start of construction to substantial completion, minus 90 days of no construction) would be 38 weeks.
- Part-time RPR would consist of 28.5 weeks of weekly visits at five (5) hours per week.



- Full-time RPR services would be used for four (4) weeks of clay liner construction, three (3) weeks of HDPE liner installation, and 2.5 weeks of leachate collection system construction at 65 hours per week during full-time RPR services.
  - The RPR will document observation of construction progress, assist with material testing, coordinate schedules of testing and surveying, and undertake photographic documentation.
  - RPR will not authorize deviations from the Contract Documents, will not exceed the limitations of the Engineer's authority as set forth in the Agreement or the Contract Documents, and will not undertake responsibilities of the contractors, subcontractors, suppliers, or the contractor's superintendents.
  - RPR will not supervise, direct, or manage the contractor's forces or the contractor's means and methods, nor will they assume responsibility for the health and safety of the contractor's personnel.
- If additional RPR services are required due to the contractor's schedule, progress of work, unsuitable soils at subgrade, or other site conditions, these would be provided as additional services, and HDR would be entitled to additional compensation.

#### TASK 404 – CONSTRUCTION MATERIALS TESTING

- The Project Contract Documents will require the contractor to provide source testing documentation prior to material being delivered to the site to show that the proposed material meets project requirements. Source testing documentation will be provided a minimum of two weeks prior to delivery of material on site.
- The construction quality assurance (CQA) testing will be performed as required by the Project Contract Documents, NDDEQ-approved 2015 Permit, NDDEQ Guideline 5 – Quality Assurance of Landfill and Surface Impoundments Liners, Caps, and Leachate Collection, and CQA Plan.
- HDR will collect and deliver CQA required samples, once material is onsite, to a testing services laboratory chosen by the City. Destructive seam samples will be collected by HDR from the liner installer and shipped to TRI Environmental or a laboratory chosen by the City.

#### Deliverables

- None anticipated.

#### Meetings

- No meetings are anticipated for this task.

#### Assumptions

- Contractor will be responsible for performing and the costs associated with source testing of material.
- Laboratory services for samples collected by HDR will be billed directly to the City.
- Laboratory test results will be delivered to the City and HDR.
- Twenty (20) trips to in-town laboratory/shipping business (FedEx, UPS).
- Destructive HDPE seam samples will be collected by HDR and sent to TRI Environmental or a City-selected laboratory for testing.
- Third-party to conduct field/moisture and density testing; HDR will coordinate with the third-party testing company. Third-party costs will be billed directly to the City.

### Task Series 500 – Construction Certification & Documentation Report

#### TASK 501 – CONSTRUCTION DOCUMENTATION

HDR will collect CQA testing reports, construction observations, photographic logs, and CQA surveys and prepare a construction certification report for submittal to NDDEQ. This task will include preparing project record drawings.



HDR will compile data throughout the project and, following the stage when construction is substantially complete, prepare the written report on construction quality control and the quality assurance documentation necessary for acceptance, based on the contractor's provided as-built records, CQA surveys, and payment surveys.

#### Deliverables

- Final Construction Certification Report with transmittal letter to NDDEQ sealed by a North Dakota Professional Engineer, 1 hard copy and PDF to City and NDDEQ.
- Record drawings in PDF and AutoCAD DWG format.

#### Meetings

- No additional meetings are anticipated for this task.

#### Assumptions

- Contractor provides all necessary as-built records by the substantial completion date.

## Project Schedule

HDR is prepared to begin work on this project upon written Notice to Proceed and will coordinate the availability of project team personnel and resources as necessary to meet the City of Fargo's desired timeline for construction bid letting and bid award. The table below identifies key milestones in the proposed Scope of Services to accommodate the City's desired timeline.

Description	Projected Completion Date
Notice to Proceed with Design	April 15, 2026
Design Basis Development Meeting	April 22, 2026
60% Design Review Meeting	June 5, 2026
90% Design Review Meeting	July 24, 2026
Issued For Bid Submittal	August 5, 2026
Bid Advertise	August 12, 2026
Pre-Bid Meeting	August 19, 2026
Bid Opening	September 17, 2026
Notice of Construction Contract Award	September 28, 2026
Start of Construction	October 30, 2026
Construction Substantial Completion	October 15, 2027
Submittal of CQA Report to NDDEQ	November 3, 2027
Construction Final Completion	November 15, 2027



## Compensation and Fee Schedule

HDR will perform the Scope of Services detailed herein on a time and material basis in accordance with the attached rate sheet. A detailed breakdown of our estimated fee by task series is provided as follows:

Task Series Description	Labor & Expenses
100 – Project Initiation & Management	\$15,195
200 – Design Services	\$71,300
300 – Bidding Assistance	\$9,550
400 – Construction Phase Services	\$229,415
500 – Construction Documentation	\$9,790
<b>Total</b>	<b>\$335,250</b>

HDR assumes that 25% of the work associated with Tasks 100, 400, and 500 will be performed in 2026 and 75% will be performed in 2027 (work anticipated to be performed in 2027 has been escalated to accommodate labor increases and is included in the estimate above). Hours billed will be at the hourly rates in effect at the time that the work was performed.



## HDR Engineering, Inc. 2026 Hourly Billing Rates

Billing Title	Billing Rate	Billing Title	Billing Rate
Managing Principal	310	Environmental/Hydrologist/Geologist 8	240
Project Manager 7	290	Environmental/Hydrologist/Geologist 7	225
Project Manager 6	260	Environmental/Hydrologist/Geologist 6	210
Project Manager 5	240	Environmental/Hydrologist/Geologist 5	195
Project Manager 4	225	Environmental/Hydrologist/Geologist 4	170
Project Manager 3	210	Environmental/Hydrologist/Geologist 3	150
Project Manager 2	195	Environmental/Hydrologist/Geologist 2	130
Project Manager 1	180	Environmental/Hydrologist/Geologist 1	110
Engineer 11	290	Economist 4	220
Engineer 10	260	Economist 3	190
Engineer 9	240	Economist 2	160
Engineer 8	225	Economist 1	130
Engineer 7	210	Surveyor 5	190
Engineer 6	195	Surveyor 4	170
Engineer 5	180	Surveyor 3	150
Engineer 4	165	Surveyor 2	130
Engineer 3	150	Surveyor 1	110
Engineer 2	135	Construction Manager 6	260
Engineer 1	125	Construction Manager 5	245
System Integrator 4	230	Construction Manager 4	235
System Integrator 3	195	Construction Manager 3	215
System Integrator 2	175	Construction Manager 2	205
System Integrator 1	155	Construction Manager 1	185
CADD/GIS Technician 6	185	Strategic Comm/Graphic Designer 4	165
CADD/GIS Technician 5	165	Strategic Comm/Graphic Designer 3	145
CADD/GIS Technician 4	150	Strategic Comm/Graphic Designer 2	130
CADD/GIS Technician 3	135	Strategic Comm/Graphic Designer 1	105
CADD/GIS Technician 2	120	Commercial Mgmt/Project Controls 6	310
CADD/GIS Technician 1	110	Commercial Mgmt/Project Controls 5	280
Technician 5	170	Commercial Mgmt/Project Controls 4	250
Technician 4	150	Commercial Mgmt/Project Controls 3	220
Technician 3	135	Commercial Mgmt/Project Controls 2	190
Technician 2	115	Commercial Mgmt/Project Controls 1	160
Technician 1	105	Project Controller	150
Right of Way 5	195	Project Accountant	120
Right of Way 4	180	Project Assistant	115
Right of Way 3	155	Admin Assistant	85
Right of Way 2	135		
Right of Way 1	120		
Right of Way Coordinator	115		



Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

### **REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean actual expenses incurred for travel, hotel, printing, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.88 per mile
Personal Vehicle Mileage	IRS rate per mile

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REPORT OF ACTION  
**UTILITY COMMITTEE**

Project No.      Task Order 2026-2      Type: – Authorization to Bid  
Location:      Solid Waste Division – Recycling      Date of Hearing: 04/08/26

<u>Routing</u>	<u>Date</u>
City Commission	04/13/26
Project File	Water Treatment Plant Recycling Drop Site

Scott Olson, Solid Waste Utility Director, presented the attached request for authorization to advertise for bid the Water Treatment Plant Recycling Drop Site project. The Water Treatment Plant Recycling Drop Site has been located at or near the water treatment plant for over 20-years. A flood control levee will be constructed in the sites current location in 2026, requiring relocation of the drop site. The proposed location on another parcel of City owned property located at the intersection of 5<sup>th</sup> St S and 12<sup>th</sup> Ave S.

Design plans for the project are near completion, with major components consisting of:

- Site Grading
- Asphalt Pavement
- Perimeter Fencing
- Concrete Entrances on 5<sup>th</sup> St S
- Landscaping

Community outreach has been done via letters to property owners within a 1-block radius of the project, as well as discussions with the Hawthorne Neighborhood Association leadership discussing aspects of the project and anticipated timeline. To-date we have received three comments on the project from neighbors via email or phone call to the Solid Waste Recycling Supervisor.

Solid Waste is requesting authorization to advertise for bid the Water Treatment Plant Recycling Drop Site construction project when plans are finalized, which is expected sometime in April of 2026.

Funding for the project will come from the 2026 Solid Waste Capital Budget

**MOTION:**

On a motion by Mark Miller, seconded by Scott Liudahl, the Utility Committee voted to approve as described.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Denise Kolpack, City Commissioner				X
Thomas Knakmuhs, City Engineer	X	X		
Brenda Derrig, Assistant City Administrator	X	X		
Susan Thompson, City Finance Director	X	X		
Bruce Grubb, City Administration	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:

  
 \_\_\_\_\_  
 Scott Olson, PE  
 Solid Waste Utility Director

C: Tim Mahoney, Mayor  
Commissioner Turnberg  
Commissioner Piepkorn  
Commissioner Strand



**To: Utility Committee**  
**From: Scott Olson, Solid Waste Utility Director**  
**Jen Pickett, Solid Waste Recycling Supervisor**  
**Date: April 2, 2026**  
**Subject: Water Treatment Plant Recycling Drop Site Update and Request for Bid**

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The Water Treatment Plant Recycling Drop Site has been located at or near the water treatment plant for over 20-years. Currently the site is located near the intersection of 4<sup>th</sup> St S and S. River Road on City owned property where homes were previously bought-out for future flood protection.

A flood control levee will be constructed in the sites current location in 2026, requiring relocation of the drop site. The proposed location on another parcel of City owned property located at the intersection of 5<sup>th</sup> St S and 12<sup>th</sup> Ave S, near where the water treatment plant's underground storage reservoir resides. This location will allow for a quick relocation, with hopes of having the new site open by fall of 2026.

Design plans for the project are near completion, with major components consisting of:

- Site Grading
- Asphalt Pavement
- Perimeter Fencing
- Concrete Entrances on 5<sup>th</sup> St S
- Landscaping

Community outreach has been done via letters to property owners within a 1-block radius of the project, as well as discussions with the Hawthorne Neighborhood Association leadership discussing aspects of the project and anticipated timeline. To-date we have received only two comments on the project from neighbors, one via email and one phone call to the Solid Waste Recycling Supervisor.

Similar project of this size the City has completed in the past have ranged in total costs of \$130,000 to \$160,000, with the last new construction of a site being in 2017. Adjusting for inflation, this office anticipates total costs for the project being approximately \$210,000 to \$230,000. Funding for the project will come from the 2026 Solid Waste Capital Budget.

Solid Waste is requesting authorization to advertise for bid the Water Treatment Plant Recycling Drop Site construction project when plans are finalized, which is expected sometime in April of 2026.

#### **Recommendation**

Authorize the Solid Waste Department to advertise for bid the Water Treatment Plant Recycling Drop Site construction project when plans are finalized.

(30)

April 2, 2026

City of Fargo Commissioners  
225 N 4<sup>th</sup> Street  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo has provided transit service in West Fargo for many years. An annual Mass Transit Agreement defines the level and estimated cost of the service, and West Fargo provides Fargo with an appropriate amount of funds to pay for local costs of the transit service. A portion of the cost of transit service is paid for with grants from the Federal Transit Administration and the State of North Dakota.

An agreement for these services for 2026 is attached for your consideration. Under the terms of these agreements, the City of West Fargo will contribute monthly towards the cost of fixed route transit and paratransit services.

**RECOMMENDED MOTION:** Approval of the Mass Transit Agreements between the Cities of Fargo and West Fargo for 2026.

Sincerely,



Cole Swingen  
Assistant Transit Director – Operations

## MASS TRANSIT AGREEMENT

This AGREEMENT made and entered into this 1st day of January, 2026, by and between the City of West Fargo, North Dakota (hereinafter "West Fargo") and the City of Fargo, North Dakota (hereinafter "Fargo").

WHEREAS, Fargo provides regular transit service and Paratransit service for its citizens; and

WHEREAS, West Fargo would like to provide such services to the citizens of West Fargo; and

WHEREAS, Fargo is agreeable to provide such transit service to West Fargo on the terms and conditions set out below;

NOW THEREFORE, be it agreed between West Fargo and Fargo as follows:

1. Fargo will provide regular transit service to West Fargo during the term of this agreement under the following conditions:
  - A. Fargo and West Fargo shall agree to routes, schedules, and stopping points of the transit service in West Fargo. It is understood that such West Fargo routes will tie into the Fargo route system at a designated transfer point(s). Route 20 and stopping points must be such that the route can be completed in approximately 60 minutes; the route will run once each hour. Route 24 and stopping points must be such that the route can be completed in approximately 60 minutes; the route will run once each hour.
  - B. Persons who get onto the bus in West Fargo shall not be charged a fee to transfer onto other bus routes of the bus system, and may transfer onto another bus with no transfer fee.
  - C. The bus fare for using the buses in West Fargo shall be the same fare that is charged to passengers using the bus service in Fargo.
  - D. Fargo shall be responsible for all administrative responsibilities regarding the bus transit service provided to West Fargo, including dispatching, complaint issues, annual grant applications, marketing of routes, preparation and revision of route maps and schedules, and filing of any necessary reports.
2. Fargo shall provide West Fargo transit service for persons with disabilities through the Paratransit service on the following conditions:
  - A. The service shall be available to the citizens of West Fargo on the same basis that it is available to citizens in Fargo.
  - B. The cost of the service to the citizens of West Fargo shall be the same cost as available to the citizens of Fargo.

- C. West Fargo, by written notification to Fargo, may limit the hours of Paratransit service in West Fargo, provided that such limitation would not cause any violation of any state or federal law.
3. West Fargo shall pay Fargo an estimated amount of \$451,430.72 over the term of this Agreement. Fargo shall bill, on a monthly basis, in accordance with the proposed Cost Share Allocation (Attachment 1) which provides for West Fargo to be responsible for fixed route and Paratransit services by total ridership, revenue hours and revenue miles by proportion to cumulative MATBUS service provided, with payment being due by the 10th day of each month.
4. West Fargo shall adhere to the Emergency Service Guidelines that Fargo has implemented.
5. This agreement shall be for a period of twelve (12) months, beginning on January 1, 2026 and terminating on December 31, 2026.
6. Either party may terminate or reduce the amount of service to be rendered if there is, in the opinion of either party's City Commission, a significant increase in local costs; or, in the opinion of either party's City Commission, insufficient state or federal funding available for the service, thereby terminating this agreement or reducing the service and compensation to be paid under this agreement. In such event the terminating party will notify the other party in writing one hundred eighty (180) days in advance of the date such actions are to be implemented. In the event of any termination, West Fargo shall pay the agreed rate only for services delivered up to the date of termination. West Fargo has no obligation to Fargo, of any kind, after the date of termination.
7. This agreement shall not be amended, except in writing executed by both parties.
8. Nothing in this agreement shall be deemed a waiver by West Fargo or Fargo of the limits of liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses. Additionally, the limitations on liability for West Fargo and Fargo shall not be added together or stacked to increase the maximum amount of liability.
9. West Fargo and Fargo are each responsible for securing liability insurance that it believes, in its discretion, will be adequate for this agreement. Additionally, West Fargo and Fargo are each responsible for securing workers' compensation insurance and employer's liability insurance at levels required under state law, or within its discretion, to cover any of its respective employees working under this agreement.
10. Both parties agree to indemnify, save, and hold harmless the other and its agents and employees from any and all liability, loss, cost, damages, expenses, claims, or causes of action, including attorney's fees, arising out of or by reason of actions of the other or its agents or employees in connection with or in the execution, performance, or failure to adequately perform obligations pursuant to this agreement. The indemnification and hold harmless obligations set forth in this agreement shall survive the termination of this Agreement.

11. The parties will cooperate and use their best efforts to ensure that the various provisions of this agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this agreement.
12. The District Court of Cass County, North Dakota, will be the sole and exclusive venue for any lawsuit pertaining to this agreement, and the Parties consent to the personal jurisdiction in said court in the event of any such lawsuit.
13. This agreement shall not be assigned without the express written consent of the other party.
14. Each provision, section, sentence, clause, phrase, and word of this agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is held by a court with jurisdiction to be illegal or invalid whatsoever, such illegality or invalidity will not affect the validity of the remainder of this agreement.
15. No party will be liable to another party during any period in which its performance is delayed or prevented, in whole or in part, by circumstances beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials, or a restriction imposed by legislation, an order or a rule, or regulation of a governmental entity. If such a circumstance occurs, the party claiming the delay must undertake reasonable action to notify the other party of the same.
16. All notices, certificates, or other communications required under this agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:  

If to West Fargo:	City Administrator City of West Fargo 2515 6 <sup>th</sup> Street East West Fargo, ND 58078
If to Fargo:	City Administrator City of Fargo 225 4 <sup>th</sup> Street North Fargo, ND 58102
17. This agreement will be controlled by the laws of the State of North Dakota.
18. This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. All parties will receive a fully-executed counterpart. The facsimile, email, or other electronically delivered

signatures of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicable originals.

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

IN WITNESS WHEREOF, the parties have caused this Mass Transit Agreement to be executed on the day and year first above written.

**CITY OF WEST FARGO**

BY: 

Bernie L. Dardis, President, City Commission

ATTEST: 

City Auditor

**CITY OF FARGO**

BY: \_\_\_\_\_

Timothy J. Mahoney, M.D., Mayor

ATTEST: \_\_\_\_\_

City Auditor

REPORT OF ACTION**UTILITY COMMITTEE**

31

Project: WW2353 Reg Service Planning

Type: HDR Engineering Task Order #2026-1

Location: Water Reclamation Facility- Administrative Building Planning

Date of Hearing: 4-8-2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>4-13-2026</u>
Project File	<u>                    </u>

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Task Order #2026-1 from HDR Engineering for Administrative Building Planning and Programming. The main structure of the current administration building was built in the 1930's. There have numerous additions over the last 90 years (1950's, 1990's) that have resulted in the current structure that houses the Water Reclamation Facility (WRF) administrative and operations staff. There are many issues, conditions and concerns that exhibit that the current building has exhausted its useful & functional life. These issues include:

- The locker room is not large enough during shift changes or to provide lockers for all staff.
- Compliance/sump pump inspectors are offsite in the Solid Waste Facility, due to a lack of space.
- The facility does not have a conference room for training, staff, contractor, and consultant meetings.
- The staff (22) have to share two computers for training, benefits, pay stub, research etc.
- The kitchen/breakroom only has capacity for a maximum of 8 (staff of 24).
- The laboratory needs and equipment have outgrown the existing footprint.
- Current supervisors do not have a workspace of their own to private/personnel meetings
- The Superintendent has a workspace that does not have walls for private/personnel meetings.
- The Director currently shares an office with a supervisor.
- The HVAC system has been pieced together over the years and does not operate efficiently.
- Space for tools, records, plans and documents is very limited
- The aforementioned limitations affect future hires, whether it is an operator or an administrative position as well as recruitment/retainage.

**HDR Task Order #2026-1**

The purpose of this Task Order is to develop a planning/programming document that will result in a building and floor plan that will address the deficiencies of the current building while anticipating future staff needs, resulting in a functional layout that will benefit the Water Reclamation Utility and the City of Fargo. Assessment of current building and structures for possible work spaces will also be evaluated.

A conceptual model and 3D rendering of the floor plan, area allocations and spaces will be included as well as an opinion of probable costs. Parking, setbacks, design considerations, construction materials will all be considered. This Task Order will be funded with Project WW2353 Regional Service Planning Rate Fund 521.

On a motion by Tom Knakmuhs, seconded by Scott Olson, the Utility Committee voted to approve Task Order #2026-1 from HDR Engineering in the amount of \$46,350 to develop a Technical Memorandum for preliminary planning of a proposed future Water Reclamation Facility Administration Building.

**Recommended Motion:**

Concur with the Utility Committee recommendation to approve Task Order #2026-1 from HDR Engineering in the amount of \$46,350 to develop a Technical Memorandum for preliminary planning of a proposed future Water Reclamation Facility Administration Building.

COMMITTEE: \_\_\_\_\_ Present Yes No Unanimous X  
X  
Proxy

Denise Kolpack, City Commissioner				
Susan Thompson, Finance Director	X	X	Virtual	
Brian Ward, Water Plant Superintendent	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Scott Liudahl, City Forester	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Dir.	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Tom Knakmuhs, City Engineer	X	X		
Dan Portlock, Water Utility Engineer	X	X		
Brenda Derrig, Asst. City Administrator	X	X		

ATTEST:



Jim Hausauer  
 Water Reclamation Utility Director

- C: Mayor Mahoney  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Turnberg



**MEMORANDUM**

April 8<sup>th</sup>, 2026

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**To: Utility Committee**  
**From: Jim Hausauer, Water Reclamation Utility Director** *JH*  
**Re: HDR Task Order #2026-1**  
**Administration Building Planning**

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**Background-Administration Building**

The main structure of the current administration building was built in the 1930's. There have numerous additions over the last 90 years (1950's, 1990's) that have resulted in the current structure that houses the Water Reclamation Facility (WRF) administrative and operations staff. There are many issues, conditions and concerns that exhibit that the current building has exhausted its useful & functional life. These issues include:

- The locker room is not large enough during shift changes or to provide lockers for all staff.
- Compliance/sump pump inspectors are offsite in the Solid Waste Facility, due to a lack of space.
- The facility does not have a conference room for training, staff, contractor, and consultant meetings.
- The staff (22) have to share two computers for training, benefits, pay stub, research etc.
- The kitchen/breakroom only has capacity for a maximum of 8.
- The laboratory needs and equipment have outgrown the existing footprint.
- Current supervisors do not have a workspace of their own to private/personnel meetings
- The Superintendent has a workspace that does not have walls for private/personnel meetings.
- The Director currently shares an office with a supervisor.
- The HVAC system has been pieced together over the years and does not operate efficiently.
- Space for tools, records, plans and documents is very limited
- The aforementioned limitations affect future hires, whether it is an operator or an administrative position as well as recruitment/retainage.

**HDR Task Order #2026**

The purpose of this Task Order is to develop a planning/programming document that will result in a building and floor plan that will address the deficiencies of the current building while anticipating future staff needs, resulting in a functional layout that will benefit the Water Reclamation Utility and the City of Fargo. Assessment of current building and structures for possible work spaces will also be evaluated.

A conceptual model and 3D rendering of the floor plan, area allocations and spaces will be included as well as an opinion of probable costs. Parking, setbacks, design considerations, construction materials will all be considered. This Task Order will be funded with Project WW2353 Regional Service Planning Rate Fund 521.

**Recommended Motion**

Approve Task Order #2026-1 from HDR in the amount of \$46,350 to develop a Technical Memorandum for preliminary planning of a proposed future Water Reclamation Facility Administration Building

**SUGGESTED FORM OF  
TASK ORDER**

This is Task Order No. 2026 - 1, consisting of 9 pages.

**Task Order # 2026 - 01**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1/1/2021 ("Agreement"), and extended on 11/19/2025, Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: April 6, 2026
- b. Owner: City of Fargo Water Reclamation Utility
- c. Engineer: HDR Engineering, Inc.
- d. Specific Project (title): Administration Building Planning
- e. Specific Project (description): Programming future Administration Building function and space

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

The scope of work for this task order is defined in Exhibit A

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

**4. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

As shown in Exhibit A

**5. Payments to Engineer**

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
------------------------	--------	-----------------------

1. Administration Programming Document	\$ 46,350	Hourly Not to Exceed
<b>TOTAL COMPENSATION</b>	\$ 46,350	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. 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 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.

**6. Consultants retained as of the Effective Date of the Task Order:**

**7. Other Modifications to Agreement and Exhibits:**

**8. Attachments: 2026 Rate Sheet**

**9. Other Documents Incorporated by Reference:**

**10. Terms and Conditions**

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 April 1, 2026

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: Jason Kjenstad

Print Name: James Hausauer

Print Name: Jason Kjenstad, PE

Title: Water Reclamation Utility Director

Title: Senior Vice President, Area Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mark Miller

Name: Brian King, PE

Title: Water Reclamation Superintendent

Title: Sr. Project Manager / Office Lead

Address: Regional Water Reclamation Facility

3400 North Broadway

Fargo, ND 58102

E-Mail mmiller@fargond.gov

Address: \_\_\_\_\_

Address: HDR Engineering, Inc.

51 N Broadway, Suite 550

Fargo, ND 58102

E-Mail Brian.j.king@hdrinc.com

Address: \_\_\_\_\_

Phone: 701-212-0118

Phone: 701-353-6117



# Regional Water Reclamation Facility

Administration Building Programming Scope

Fargo, ND  
April, 2026





### **Project Objective**

The purpose of this Task Order is to develop a programming document of the proposed Administration Building. The programming of the proposed Administration building will result in a functional floor plan that will address the current deficiencies and anticipate future needs, resulting in a functional layout that will benefit the Water Reclamation Facility staff as well as the City of Fargo.

### **Task 1: Project Management**

The project manager, Brian King, PE will coordinate the efforts of HDR personnel assigned to this project. Our Project Manager will work directly with City staff and project team while remaining accountable to the Utility Director and Superintendent. This task includes:

1. Assist with internal reporting (progress reports, project status review updates).
2. Support maintaining the project schedule.
3. Participate in regularly scheduled, virtual biweekly progress meetings.
4. Biweekly progress calls will be optional or at the City's discretion when there are no open technical items, avoiding unnecessary meetings while preserving responsiveness. Virtual working sessions will use screen sharing to review updates, confirm assumptions, and co-develop solutions with personnel.
5. Prepare invoicing monthly.
6. Develop, coordinate, monitor, and close out project work.
7. Compile and review design submittals for intent, completeness.
8. Confirm internal quality assurance and quality control (QA/QC) reviews are performed.

### **Task 1 Deliverables**

1. Project schedule and schedule revisions.
2. Biweekly meeting agendas and notes.
3. Monthly invoices.

### **Task 2: Completed Site Investigations**

1. Evaluate the physical site visit by HDR staff to obtain relevant project information. Relevant information includes but is not limited to a comprehensive list of existing and required spaces, equipment, and processes critical to proposed program.
2. Confer with City staff to identify deficiencies, needs, functions and improvements that must be addressed with the proposed project.
3. (1) meeting with the City at the HDR Fargo Office and virtually.

### **Task 3: Space Planning**

1. Compile findings from Task 1 identifying recommendations and allocations of spaces.
2. Prepare a schematic floor plan representing a functional interpretation of the recommended program.
3. Prepare a conceptual model and rendering to represent a 3D representation of the program spaces and adjacencies.
  - a. Floor plan with area allocations
  - b. Primary functions and spaces



- c. Primary adjacencies.
- d. Measurable area allocations.
- 4. Prepare a conceptual site plan based on the preferred location for the Administration Building.
  - a. Floor plate
  - b. Parking
  - c. Access
  - d. View Sheds
  - e. Setbacks
  - f. Adjacent structures.

**Task 4: Technical Memo**

- 1. The tech memo will compile programming data, plans, and renderings into a composite memo.
  - a. Background and purpose
  - b. Needs assessment summary
  - c. Evaluations of existing facilities and deficiencies
    - i. Repurpose existing facilities
    - ii. Consolidate operations in new facility
  - d. Design considerations
    - i. One story building concept
    - ii. Two story building concept
  - e. Space Summary
    - i. Summary of existing and future staffing levels
    - ii. Recommended lab space
    - iii. Recommended shared space
  - f. Conceptual Site Plan
  - g. Conceptual Schematic Floor Plan
  - h. Materials of Construction
    - i. Precast Concrete Panel
    - ii. Prefabricated Steel
    - iii. Block and Brick Veneer
  - i. Due diligence identification of applicable building and life safety codes
  - j. One 3D Rendering of floor plan
  - k. AACE Planning Level 5 cost range for site and building improvements

In addition to utilizing the Programming Analysis to assist in the SRF Facility Plan funding submittals, this report will provide opportunities to present the purpose and need for a new Administration Building to City Administration, Utility Committee, and Commission.

**Task 5: Presentation of findings.**

- 1. HDR will facilitate a meeting with the city staff to present the findings and offer recommendations for the proposed project
  - a. Presentation of the programmed space analysis
  - b. Presentation of schematic site and floor plans
  - c. Virtual presentation of the project 3D Rendering model



**Schedule**

Notice to Proceed	May 22, 2026
Conceptual Layout	June 12, 2026 (4 weeks)
Technical Memo	July 10, 2026 (4 weeks)
Presentation of Findings	July 17, 2026 (1 week)



**HDR Engineering, Inc.**  
**2026 Hourly Billing Rates**

<b>Billing Title</b>	<b>Billing Rate</b>	<b>Billing Title</b>	<b>Billing Rate</b>
Managing Principal	310	Environmental/Hydrologist/Geologist 8	240
Project Manager 7	290	Environmental/Hydrologist/Geologist 7	225
Project Manager 6	260	Environmental/Hydrologist/Geologist 6	210
Project Manager 5	240	Environmental/Hydrologist/Geologist 5	195
Project Manager 4	225	Environmental/Hydrologist/Geologist 4	170
Project Manager 3	210	Environmental/Hydrologist/Geologist 3	150
Project Manager 2	195	Environmental/Hydrologist/Geologist 2	130
Project Manager 1	180	Environmental/Hydrologist/Geologist 1	110
Engineer 11	290	Economist 4	220
Engineer 10	260	Economist 3	190
Engineer 9	240	Economist 2	160
Engineer 8	225	Economist 1	130
Engineer 7	210	Surveyor 5	190
Engineer 6	195	Surveyor 4	170
Engineer 5	180	Surveyor 3	150
Engineer 4	165	Surveyor 2	130
Engineer 3	150	Surveyor 1	110
Engineer 2	135	Construction Manager 6	260
Engineer 1	125	Construction Manager 5	245
System Integrator 4	230	Construction Manager 4	235
System Integrator 3	195	Construction Manager 3	215
System Integrator 2	175	Construction Manager 2	205
System Integrator 1	155	Construction Manager 1	185
CADD/GIS Technician 6	185	Strategic Comm/Graphic Designer 4	165
CADD/GIS Technician 5	165	Strategic Comm/Graphic Designer 3	145
CADD/GIS Technician 4	150	Strategic Comm/Graphic Designer 2	130
CADD/GIS Technician 3	135	Strategic Comm/Graphic Designer 1	105
CADD/GIS Technician 2	120	Commercial Mgmt/Project Controls 6	310
CADD/GIS Technician 1	110	Commercial Mgmt/Project Controls 5	280
Technician 5	170	Commercial Mgmt/Project Controls 4	250
Technician 4	150	Commercial Mgmt/Project Controls 3	220
Technician 3	135	Commercial Mgmt/Project Controls 2	190
Technician 2	115	Commercial Mgmt/Project Controls 1	160
Technician 1	105	Project Controller	150
Right of Way 5	195	Project Accountant	120
Right of Way 4	180	Project Assistant	115
Right of Way 3	155	Admin Assistant	85
Right of Way 2	135		
Right of Way 1	120		
Right of Way Coordinator	115		



Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

<b>Billing Title</b>	<b>Billing Rate</b>
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

### **REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean actual expenses incurred for travel, hotel, printing, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

<b>Expense</b>	<b>Rate</b>
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.88 per mile
Personal Vehicle Mileage	IRS rate per mile



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April 13, 2026

Honorable Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, North Dakota 58102

**RE: Drechsel Leave Request**

Dear Commissioners:

Currently, Jay Drechsel, Water Reclamation Utility, is on a leave of absence. He is formally requesting a 60-day extension from 3/13/2026 through 5/12/2026.

Your consideration in this matter is greatly appreciated.

**Recommended Motion**

Approve the additional 60-day leave of absence request from Jay Drechsel, Water Reclamation Utility through 5/12/2026.

Respectfully Submitted,

Jim Hausauer  
Water Reclamation Utility Director



**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

(33)

April 9, 2026

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

**Subject: Bid Award – Project WA2505 – Water Service Line Replacement (Bid 2026-2)**

Dear Commissioners:

I am recommending Bid Award for Project WA2505 to Capital Exteriors, Inc. to complete approximately 55 water service line replacements. The bid cost is \$628,272.50. This is a bid award recommendation for our Lead Service Line Replacement (LSLR) program, beginning this summer. Attached is an award recommendation letter from Houston Engineering, a spreadsheet with bid results, and the Notice of Award. We had one (1) bid opened for this project.

Through the North Dakota Drinking Water State Revolving Fund (DWSRF), the City of Fargo will receive 66.5% grant funding for this construction. The remaining 33.5% will be paid through a DWSRF loan with 0.5% interest. Principal and Interest payments may begin in about 2030. LSLR is on the Water Utility Capital Improvement Plan (CIP) and in the Water Utility Financial Model.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall  
Water Utility Director

**RECOMMENDED MOTION: Approve Bid Award for Project WA2505 to Capital Exteriors, Inc. to complete water service line replacement in the amount of \$628,272.50.**

**NOTICE OF AWARD**  
WATER SERVICE REPLACEMENT PROJECT 2026-02  
FARGO, ND

April 1, 2026

Troy Hall  
Water Utility Director  
City of Fargo Water Treatment Plant

**Subject: Water Service Replacement Project 2026-02 Notice of Award**

Dear Troy:

Regarding the bids opened on 4/1/2026 for the project known as Water Service Replacement Project 2026-02, please see the attached bid tabulation. The low aggregate bidder was Capital Exteriors, Inc.

The bidder provided the necessary bid attachments, including:

1. Required Bid Security.
2. Contractor's License.
3. MBE/WBE Subcontractor Solicitation Information Form.
4. Certification Regarding Debarment, Suspension, and Other Responsibilities Form.
5. Acknowledgement of Addenda (Downloaded on Quest CDN).

Therefore, it is the Engineer's recommendation to award the Project as shown in the attached Notice of Award. Upon the Commission's approval of the Notice of Award, it will be provided to the Contractor with instructions to complete the attached Agreement. Once the Contractor completes the required documentation submittals and returns the signed Agreement, the Engineer will share the Agreement with the City for final acceptance and signature.

Please let me know if you have any questions.

Sincerely,  
HOUSTON ENGINEERING, INC.



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Dan Korf, PE, CFM  
Direct: 701.499.9455  
dkorf@houstoneng.com

Water Service Replacement Project 2026-02 (#10095161)  
 Owner: Fargo ND, City of  
 Solicitor: Houston Engineering Inc. - Fargo  
 04/01/2026 11:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
Base Bid Items							
	1	SPECIAL	Site Mobilization	EA	55	\$280.00	\$585,182.50
	2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	82	\$195.00	\$15,990.00
	3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	2180	\$145.00	\$316,100.00
	4	1400-PN5X-D0010	Public Water Service, F&I Pipe 1" Dia Water Service	LF	9	\$195.00	\$1,755.00
	5	1400-PN5X-D0010	Private Water Service, F&I Pipe 1" Dia Water Service	LF	218	\$145.00	\$31,610.00
	6	1400-RW20-D0010	Rem & Repl CS & Box 1.5 Dia	EA	6	\$1,350.00	\$8,100.00
	7	1400-SH20-0000	Connect Water Service	EA	6	\$650.00	\$3,900.00
	8	1400-SY20-0000	Eliminate Water Service	EA	2	\$650.00	\$1,300.00
	9	SPECIAL	Connect Water Service to Meter	EA	51	\$650.00	\$33,150.00
	10	SPECIAL	Site Restoration	SY	510	\$85.00	\$43,350.00
	11	4100-0010-XT001	Traffic Control	LS	1	\$1,887.50	\$1,887.50
	12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	120	\$90.00	\$10,800.00
	13	2300-AW7C-K0040	Rem & Repl Pavement 7" Thick Reinf Conc	SY	128	\$205.00	\$26,240.00
	14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	180	\$115.00	\$20,700.00
	15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	225	\$140.00	\$31,500.00
	16	SPECIAL	Sanitary Sewer Service Televising	EA	110	\$240.00	\$26,400.00
Contingency Bid Items							
	17	SPECIAL	Water Meter Relocation	LF	255	\$28.00	\$7,140.00
	18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	13	\$1,200.00	\$15,600.00
	19	SPECIAL	Reconnection of Water Service Electrical Jumper Cable	EA	38	\$200.00	\$7,600.00
	20	SPECIAL	Sewer Service Repair	EA	13	\$750.00	\$9,750.00
Base Bid Total:							\$628,272.50

Base Bid Total:

NOTICE OF AWARD

Date of Issuance:

Owner: City of Fargo, ND Owner's Project No.: WA2505
Engineer: Houston Engineering, Inc. Engineer's Project No.: 6059-0211
Project: Water Service Replacement Project 2026-02
Bidder: Capital Exteriors, Inc.
Bidder's Address: 603 52nd ST NE Bismarck, ND 58501

You are notified that Owner has accepted your Bid dated [4/1/2026] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WATER SERVICE REPLACEMENT PROJECT 2026-02

The Contract Price of the awarded Contract is \$[628,272.50]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

[X] Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner two counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Fargo, ND
By (signature): \_\_\_\_\_
Name (printed): \_\_\_\_\_
Title: \_\_\_\_\_
Copy: Engineer

NOTE: This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your bid. This Project will comply with SRF requirements. In the event of a discrepancy between EJCDC contracting requirements and SRF contracting requirements, the SRF contracting requirements shall prevail.

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between the City of Fargo (“Owner”) and [Capital Exteriors, Inc.] (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **WATER SERVICE REPLACEMENT PROJECT 2026-02.**

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Service Replacement Project 2026-02**

### **ARTICLE 3—ENGINEER**

3.01 The Owner has retained Houston Engineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

### **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 10, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 31, 2026**.

B. Substantial and Final Completion are further defined:

**Substantial Completion Date: July 10, 2026**

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

- The Contractor shall have 28 days from the start of service work to completion of permanent pavement patch per site.

A penalty of \$350 per day per site will be assessed to the Contractor for failure to complete the work within the time specified above.

**Final Completion Date: July 31, 2026**

Final Completion shall include all remaining work items, punch list items, and cleanup.

Failure to meet completion dates will result in liquidated damages being applied per the contract based off the City of Fargo's current version of [Liquidated Damages Schedule](#) for Final Completion.

**Additional Provisions for All Phases:**

- The Contractor shall have 1-day per site to complete the work and open the roadway to thru traffic utilizing temporary surface material.
- The Contractor will be allowed a 5-day closure for the installation of permanent pavement patch per identified site.

**4.03 Liquidated Damages**

A. Contractor and Owner agree that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount for each day that expires after the time (as duly adjusted pursuant to the Contract) as specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount as specified in Paragraph 4.02 above for each day that expires after such time until the Work is completed and ready for final payment. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on a monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Owner may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the Owner make payment to a contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.
2. The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0-90%	5%
91-100%	1-5%*
* Reduction of retainage is at the discretion of the Engineer based on the progress of the contract	

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. City of Fargo Standard Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Water Service Replacement Project 2026-02.
7. City of Fargo Standard Specifications for Construction (not attached but incorporated by reference).
8. Addenda (numbers [**none**] to [**none**] inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

**ARTICLE 9—MISCELLANEOUS**

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [ \_\_\_\_\_ ] (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If Capital Exteriors, Inc. is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

---

---

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If City of Fargo is a corporation, attach evidence of authority to sign. If City of Fargo is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

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---

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_



**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

34

April 9, 2026

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

**Subject: Bid Award – Project WA2506 – Water Service Line Replacement (Bid 2026-3)**

Dear Commissioners:

I am recommending Bid Award for Project WA2506 to J.D. Kraemer Enterprises, LLC to complete approximately 30 water service line replacements. The bid cost is \$308,212.00. This is a bid award recommendation for our Lead Service Line Replacement (LSLR) program, beginning this summer. Attached is an award recommendation letter from Houston Engineering, a spreadsheet with bid results, and the Notice of Award. We had three (3) bids opened for this project.

Through the North Dakota Drinking Water State Revolving Fund (DWSRF), the City of Fargo will receive 66.5% grant funding for this construction. The remaining 33.5% will be paid through a DWSRF loan with 0.5% interest. Principal and Interest payments may begin in about 2030. LSLR is on the Water Utility Capital Improvement Plan (CIP) and in the Water Utility Financial Model.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall  
Water Utility Director

**RECOMMENDED MOTION: Approve Bid Award for Project WA2506 to J.D. Kraemer Enterprises, LLC to complete water service line replacement in the amount of \$308,212.00.**



**NOTICE OF AWARD**

**WATER SERVICE REPLACEMENT PROJECT 2026-03  
FARGO, ND**

April 8, 2026

Troy Hall  
Water Utility Director  
City of Fargo Water Treatment Plant

**Subject: Water Service Replacement Project 2026-03 Notice of Award**

Dear Troy:

Regarding the bids opened on 4/8/2026 for the project known as Water Service Replacement Project 2026-03, please see the attached bid tabulation. The low aggregate bidder was J.D. Kraemer Enterprises, LLC.

The bidder provided the necessary bid attachments, including:

1. Required Bid Security.
2. Contractor's License.
3. MBE/WBE Subcontractor Solicitation Information Form.
4. Certification Regarding Debarment, Suspension, and Other Responsibilities Form.
5. Acknowledgement of Addenda (Downloaded on Quest CDN).

Therefore, it is the Engineer's recommendation to award the Project as shown in the attached Notice of Award. Upon the Commission's approval of the Notice of Award, it will be provided to the Contractor with instructions to complete the attached Agreement. Once the Contractor completes the required documentation submittals and returns the signed Agreement, the Engineer will share the Agreement with the City for final acceptance and signature.

Please let me know if you have any questions.

Sincerely,  
HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Dan E. Korf', is written over a horizontal line.

Dan Korf, PE, CFM  
Direct: 701.499.9455  
dkorf@houstoneng.com

Water Service Replacement Project 2026-03 (#10095163)  
 Owner: Fargo ND, City of  
 Solicitor: Houston Engineering Inc. - Fargo  
 04/08/2026 11:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Kraemer Siteworks Unit Price	Capital Exteriors Unit Price	Gridline Services Unit Price	Extension
Base Bid Items									
	1	SPECIAL	Site Mobilization	EA	30	\$300.00			\$360,245.00
	2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	38	\$125.00	\$350.00	\$300.00	\$10,500.00
	3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	1038	\$115.00	\$215.00	\$195.00	\$8,170.00
	4	1400-PNSX-D0010	Public Water Service, F&I Pipe 1" Dia Water Service	LF	20	\$90.00	\$175.00	\$195.00	\$181,650.00
	5	1400-PNSX-D0010	Private Water Service, F&I Pipe 1" Dia Water Service	LF	104	\$90.00	\$175.00	\$195.00	\$4,300.00
	6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	1	\$1,100.00	\$1,750.00	\$1,500.00	\$18,200.00
	7	1400-SH20-0000	Connect Water Service	EA	1	\$2,500.00	\$850.00	\$2,500.00	\$1,750.00
	8	1400-SY20-0000	Eliminate Water Service	EA	1	\$1,400.00	\$900.00	\$1,500.00	\$850.00
	9	SPECIAL	Connect Water Service to Meter	EA	30	\$2,100.00	\$750.00	\$650.00	\$22,500.00
	10	SPECIAL	Site Restoration	SY	300	\$50.00	\$95.00	\$95.00	\$28,500.00
	11	14100-0010-XT001	Traffic Control	LS	1	\$2,000.00	\$4,500.00	\$2,000.00	\$2,000.00
	12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	36	\$100.00	\$100.00	\$90.00	\$3,600.00
	13	2300-AW7C-K0040	Rem & Repl Pavement 7" Thick Reinf Conc	SY	32	\$126.00	\$225.00	\$150.00	\$7,200.00
	14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	143	\$100.00	\$125.00	\$175.00	\$17,875.00
	15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	150	\$112.00	\$155.00	\$150.00	\$23,250.00
	16	SPECIAL	Sanitary Sewer Service Televising	EA	60	\$250.00	\$275.00	\$350.00	\$16,500.00
Contingency Bid Items									
	17	SPECIAL	Water Meter Relocation	LF	150	\$20.00	\$32.00	\$28.00	\$32,942.00
	18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	8	\$900.00	\$1,524.00	\$1,200.00	\$4,800.00
	19	SPECIAL	Reconnection of Water Service Electrical Lumper Cable	EA	22	\$500.00	\$425.00	\$500.00	\$12,192.00
	20	SPECIAL	Sewer Service Repair	EA	8	\$500.00	\$825.00	\$750.00	\$9,350.00
						\$308,212.00	\$383,187.00	\$598,715.00	

Base Bid Total:

**NOTICE OF AWARD**

Date of Issuance:

Owner:	City of Fargo, ND	Owner's Project No.:	WA2506
Engineer:	Houston Engineering, Inc.	Engineer's Project No.:	6059-0211
Project:	Water Service Replacement Project 2026-03		
Bidder:	J.D. Kraemer Enterprises, LLC		
Bidder's Address:	6831 57 <sup>th</sup> ST N Harwood, ND 58042		

You are notified that Owner has accepted your Bid dated **[4/8/2026]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**WATER SERVICE REPLACEMENT PROJECT 2026-03**

The Contract Price of the awarded Contract is \$**[308,212.00]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**Two** unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **two** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Fargo, ND

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer

NOTE: This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your bid. This Project will comply with SRF requirements. In the event of a discrepancy between EJCDC contracting requirements and SRF contracting requirements, the SRF contracting requirements shall prevail.

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between the City of Fargo (“Owner”) and [J.D. Kraemer Enterprises, LLC] (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **WATER SERVICE REPLACEMENT PROJECT 2026-03.**

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Service Replacement Project 2026-03**

### **ARTICLE 3—ENGINEER**

3.01 The Owner has retained Houston Engineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

### **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 10, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 31, 2026**.

B. Substantial and Final Completion are further defined:

**Substantial Completion Date: July 10, 2026**

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

- The Contractor shall have 28 days from the start of service work to completion of permanent pavement patch per site.

A penalty of \$350 per day per site will be assessed to the Contractor for failure to complete the work within the time specified above.

**Final Completion Date: July 31, 2026**

Final Completion shall include all remaining work items, punch list items, and cleanup.

Failure to meet completion dates will result in liquidated damages being applied per the contract based off the City of Fargo's current version of [Liquidated Damages Schedule](#) for Final Completion.

**Additional Provisions for All Phases:**

- The Contractor shall have 1-day per site to complete the work and open the roadway to thru traffic utilizing temporary surface material.
- The Contractor will be allowed a 5-day closure for the installation of permanent pavement patch per identified site.

**4.03 Liquidated Damages**

A. Contractor and Owner agree that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount for each day that expires after the time (as duly adjusted pursuant to the Contract) as specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount as specified in Paragraph 4.02 above for each day that expires after such time until the Work is completed and ready for final payment. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on a monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Owner may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the Owner make payment to a contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.
2. The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0-90%	5%
91-100%	1-5%*
* Reduction of retainage is at the discretion of the Engineer based on the progress of the contract	

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. City of Fargo Standard Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
  6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Water Service Replacement Project 2026-03.
  7. City of Fargo Standard Specifications for Construction (not attached but incorporated by reference).
  8. Addenda (numbers [**none**] to [**none**] inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

**ARTICLE 9—MISCELLANEOUS**

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [ \_\_\_\_\_ ] (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If J.D. Kraemer Enterprises, LLC is a corporation, a partnership, or a joint venture, attach evidence of*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If City of Fargo is a corporation, attach evidence of authority to sign. If City of Fargo is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

REPORT OF ACTION

UTILITY COMMITTEE

35

Project No. N/A

Type: Task Order – Master Planning

Location: City-wide Infrastructure Master Planning

Date of Hearing: 4/8/2026

Routing \_\_\_\_\_ Date \_\_\_\_\_

City Commission 4/13/2026

Project File \_\_\_\_\_

Troy Hall, Water Utility Director, presented the attached amendment to Task Order No. 41 with AE2S regarding a Regional Water System Master Plan. This is the first full Water Utility master plan since 2005. A number of previous plans are being incorporated into this master plan, including the Fargo Growth Plan 2024 and Red River Valley Water Supply Project planning documents. For this amendment (Amendment No. 3), there are two (2) larger tasks:

- Water Demand Projections and Long-Term Water Supply Plan
- Water System Modeling

**MOTION:**

On a motion by Jim Hausauer, seconded by Scott Olson, the Utility Committee voted to approve a Amendment No. 3 to Task Order No. 41 with AE2S in amount of \$123,200.

COMMITTEE: \_\_\_\_\_ Present Yes No Unanimous \_\_\_\_\_

    X      
Proxy

Denise Kolpack, City Commissioner	_____
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	<u>    X    </u>
Dan Portlock, Water Utility Engineer	<u>    X    </u>
Scott Olson, Solid Waste Utility Director	<u>    X    </u>

ATTEST:

Troy B. Hall  
Troy B. Hall  
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](http://www.FargoND.gov)

## MEMORANDUM

April 2, 2025

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**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** Amendment No. 3 to AE2S Task Order 41: Fargo Regional Water System Master Plan

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Attached is proposed Task Order Amendment No. 3 for AE2S Task Order No. 41 related to the Fargo Regional Water System Master Plan (RWSMP). This amendment is in the amount of \$123,200 and will work on two (2) tasks:

- Task 04 – Water Demand Projections and Long-Term Water Supply Plan
- Task 05 – Water System Modeling

A cover letter is also attached to help summarize the whole master planning effort. This is the fourth and fifth of six total tasks for the Fargo RWSMP. The RWSMP will continue to piggyback from other planning efforts such as the Growth Plan completed by the Planning Department and other previous studies.

The Fargo Regional Water System Master Plan will be the first full master planning effort for the water system since 2005.

### Plan of Financing

This task order amendment will be funded by a planning/master planning line in the 2026 budget and part of the Capital Improvement Plan (CIP) for the water utility.

### **SUGGESTED MOTION:**

Approve Task Order Amendment No. 3 to Task Order No. 41 with AE2S in the amount of \$123,200 for Task 04 and Task 05 of the Fargo Regional Water System Master Plan.

Your consideration in this matter is greatly appreciated.



April 1, 2026

Mr. Troy Hall  
Water Utility Director  
435 14<sup>th</sup> Ave S  
Fargo, ND 58103

**RE: Amendment No. 3 to Task Order No. 41  
Fargo Regional Water System Master Plan**

Dear Troy:

Thank you for the opportunity to submit this amendment to the Fargo Regional Water System Master Plan. This letter and the attached Amendment No. 3 to Task Order No. 41 provide the proposed extended scope of services for Task 04 and Task 05 of the Fargo Regional Water System Master Plan (RWSMP). The professional fees for Amendment No. 3 to Task Order No. 41 are \$123,200.

**RWSMP Background**

Over the last 20 years, the DSMP, completed by the City in 2005, has guided the Water Utility to successfully implement several improvement projects and additional planning efforts to support the growing needs of the City. In part, leading to Fargo becoming a regional water provider to neighboring water systems. Due to the water system improvements, the Water Utility is developing a new Regional Water System Master Plan to address Fargo's water infrastructure needs in the decades to come.

The Regional Water System Master Plan consists of six core tasks, in which each Task will include development of a Technical Memorandum. The Master Plan tasks are anticipated to include:

- Task 01 – Existing Water System Summary
- Task 02 – Basis of Planning (Population and Growth Assessment)
- Task 03 – Water Use Characterization
- **Task 04 – Water Demand Projections and Long-Term Water Supply Plan**
- **Task 05 – Water System Modeling**
- Task 06 – Capital Improvements Plan

The original Task Order No. 41 included Task 01 – Existing Water System Summary. Amendment No. 1 and Amendment No. 2 incorporated Tasks 02 and Task 03, respectively.

**Amendment No. 3 Overview**

This amendment proposes to add Task 04 – Water Demand Projections and Long-Term Supply Planning and Task 05 – Water System Modeling to Task Order No. 41. Other tasks are anticipated to be added to this Task Order in the form of subsequent amendments, as work progresses.

April 1, 2026

Page 2 of 2

**RE: Amendment No. 3 to Task Order No. 41**

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If you agree with the proposed amended scope of services and associated professional fees presented in the attached Amendment No. 3 to Task Order No. 41, please sign 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 with this important effort.

Sincerely,

**AE2S**

A handwritten signature in blue ink that reads "Ryan Grubb".

Ryan Grubb, PE  
Client Services Manager

**AMENDMENT TO TASK ORDER No. 41**  
Amendment No. 3

Effective Date of Task Order: **April 1, 2025**  
 Owner: **City of Fargo**  
 Engineer: **Advanced Engineering and Environmental Services, LLC**  
 Specific Project: **Fargo RWSMP**

**Nature of Amendment:**

- Additional Services to be performed by Engineer
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services

**Description of Modifications:**

- a. Engineer shall perform the following additional services as detailed in Attachment 1, including 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:
- Study and Report Phase Services (Exhibit A, Paragraph 1.02)
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation, detailed in the table below.

Phase	Task Number and Task Name	Payment Method	Estimated Hours	Amount
024	Study and Report Phase Services	Method A		
	01 Project Management		36	\$7,600
	02 Water Demand Projections and Long-Term Water Supply Needs		218	\$41,000
	03 Water System Modeling		196	\$43,900
	04 Technical Memorandum		145	\$30,700
<b>Total</b>				<b>\$123,200</b>

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.

- c. 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.
- d. The schedule for rendering services under this Amendment is modified as follows:
  - Task Order Amendment Approval – April 2025
  - Submit Draft Technical Memorandum No. 1 to Owner – June 2025
  - Submit Final Technical Memorandum No. 1 to Owner – July 2025

**Agreement Summary:**

Description	Amount
Original agreement amount:	\$ 35,100.00
Net change for prior amendments:	\$ 60,400.00
This amendment amount:	\$ 123,200.00
Adjusted Agreement amount:	\$ 218,700.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Article 4 of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 1, 2026.

OWNER:	ENGINEER:
City of Fargo	Advanced Engineering and Environmental Services, LLC
<b>By:</b>	<b>By:</b>
<b>Date:</b>	<b>Date:</b>
<b>Name:</b>	<b>Name:</b> Brian Bergantine, PE
<b>Title:</b>	<b>Title:</b> Project Quality Director

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## Scope of Services

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This amendment involves developing water demand projections and a long-term water supply plan to assist in developing capital improvement project recommendations. Additionally, this task includes hydraulic modeling to identify key infrastructure needs and to support the City's continued use of a calibrated distribution system model.

The following is a detailed breakdown of this Scope of Services included as Amendment No. 3 to Water Consulting Task Order No. 41.

### **Phase 024 – Study and Report Phase Services**

**In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Study and Report Phase services under Water Consulting Task Order No. 41:**

#### **Task 01 – Project Management**

Engineer shall 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 – Water Demand Projections and Long-Term Water Supply Needs**

Engineer shall perform the following services:

- Project future water demands across the planning horizons; per capita demands (across full water service population, including bulk customers) and georeferenced (for Fargo only) based on the findings from Phase 022 and Phase 023.
- Review, summarize, and consider Fargo and Fargo's bulk customer's involvement in the Red River Valley Water Supply Project (RRVWSP), and how the RRVWSP impacts pursuing additional water appropriations.
- Outline a potential strategy, including reserve capacities and other considerations, for serving future industries with potable and/or raw water.
- Identify system bottle-necks based on future water demand projections.
- Integrate existing planning efforts to determine optimal improvement projects and promote resilient source water supply.
- Conceptually analyze and develop planning-level cost opinions for the following long-term water supply options (Owner to provide documentation to Engineer if previous plans and resources exist):

- New Intake on Drain 27 to provide direct water supply service from the Sheyenne River to the Fargo WTP
- FEWS Pipeline Rehabilitation to improve resiliency of Sheyenne River water supply.
- FEWS Pipeline Booster Station to maximize the capacity of the Sheyenne River Raw Water Supply.
- Existing WTP Expansion
- Satellite WTP if additional treatment capacity is needed beyond what can be provided at the existing WTP campus (consider location(s)/capacity – but not evaluating technology).

### Task 03 – Water System Modeling

Engineer shall perform the following services:

- Existing System Assessment and Model Calibration
  - Fire Flow Testing
    - Perform 10 – 15 fire flow tests in coordination with Owner.
    - Develop fire flow within the model and perform fire flow calibration.
  - Extended Period Simulation (EPS) Calibration
    - Allocate existing water demands in the hydraulic model with updated water meter data.
    - Review SCADA data and update hourly demand patterns for winter, average, and summer demand periods. (One week of SCADA data for each demand period will be analyzed.)
    - Create EPS scenarios and conduct model validation based on matching model water storage levels with levels recorded by SCADA (7-day periods).
    - If available, conduct model validation with pressure data from AMI meters.
    - Conduct hydraulic modeling to analyze the existing distribution system based on existing conditions.
  - Update existing system model scenarios including winter, average, summer, and peak day scenarios. Analyze system hydraulics and recommend improvements to the existing system to address pressure, headloss, fire flow, or other system deficiencies.
- Future System Assessment
  - Develop future average and peak day modeling scenarios. Conduct hydraulic modeling to analyze the future distribution system needs based on water demand projections.
  - Identify key infrastructure sizes and capital improvements required over a 25-year planning horizon.
  - Recommend hydraulic improvements to accommodate future growth.

Task 04 – Technical Memorandum

- Develop and provide Owner with draft Technical Memorandum 4 – Water Demand Projections and Long-Term Water Supply Needs.
- Develop and provide Owner with draft Technical Memorandum 5 – Hydraulic Modeling.
- Conduct reviews with Owner and incorporate comments to memoranda, as applicable, prior to finalizing.
- Finalize Technical Memorandum 4 and Technical Memorandum 5.