

FARGO CITY COMMISSION AGENDA
Monday, April 27, 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 the potential purchase of property involving Fargo Lumber, LLC and/or Hempel Companies, which to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1 subsection 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 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 FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 13, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Amendment to Developer Agreement, Tax Increment Note for District 2023-01, Certificate of Completion and Collateral Assignment of Tax Increment Note with BLOC Partners LLC.
2. Amendment No. 2 to the Project Partnership Agreement with the Department of the Army, the City of Fargo, the City of Moorhead and the Metro Flood Diversion Authority for Construction of the Fargo - Moorhead Metropolitan Area Flood Risk Management Project.
3. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 11-0809 of Article 11-08 of Chapter 11 of the Fargo Municipal Code Relating to Environmental Nuisances.
4. 2nd reading, waive reading and final adoption 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; 1st reading, 4/13/26.
5. Findings, Conclusions and Order of the Board of City Commissioners regarding a license violation for El Agave Mexican Restaurant LLC.
6. Findings, Conclusions and Order of the Board of City Commissioners regarding a license violation for Chili's Grill and Bar.

7. Applications for Games of Chance.
8. Cost Participation, Construction and Maintenance Agreement - LPA Federal Aid Project with the NDDOT for Project No. QN-23-B1.
9. Addition of Project No. QN-23-B1 to the 2026 Capital Improvement Plan.
10. Bid advertisement for Project No. QN-23-B.
11. Wetlands Mitigation Credit Purchase Agreement (Mekinock Bank Site) in the amount of \$4,800.00 from Tetonka, LLP for Project No. QN-23-B1.
12. Contract Award and Pavement Marking Replacement Service Agreement with 3D Specialties, Inc. in the amount of \$514,198.87 for Project No. TM-26-C1.
13. Agreements Regarding Deferral of Special Assessments with NICD, LLC and James & Kristen Bullis Family, LLP for the properties located at 6801 33rd Street South; 3276 67th Avenue South; 6950 33rd Street South; 7101 33rd Street South; and 7200 33rd Street South.
14. Contract and bond for Project No. SR-26-B1.
15. Change Order No. 4 in the amount of \$27,899.20 for Improvement District No. BN-25-C1.
16. Memorandum of Offer to Landowner for an Easement (Temporary Construction Easement) with House Flip LLC (Improvement District No. BR-26-G1).
17. Memorandum of Offer to Landowner for an Easement (Temporary Construction Easement) with Darac and Briana Peters (Improvement District No. BR-26-G1).
18. Memorandum of Offer to Landowner for an Easement (Temporary Construction Easement) with Wayne and Jeannie Suchla (Improvement District No. BR-26-G1).
19. Easement (Temporary Construction Easement) with the Forum Communications Company (Improvement District No. BR-26-F1).
20. Bid award to Paras Contracting Inc. in the amount of \$3,565,448.38 for Improvement District No. BR-26-F1.
21. Bid award to CC Steel, LLC in the amount of \$2,214,788.00 for Improvement District No. UR-26-F1.
22. Contract and bond for Improvement District No. BN-26-C1.
23. Contract and bond for Improvement District No. BR-26-B1.
24. Contract and bond for Improvement District No. PN-26-A1.
25. Contract and bond for Improvement District No. PR-26-G1.
26. Contract and bond for Improvement District No. TN-26-A1.
27. Items from FAHR Meeting:
 - a. General Fund Budget to Actual - 3/31/26
 - b. General Fund - 2026 Year End Projections as of 3/31/26.

- c. Notice of Grant Award from the ND Department of Health and Human Services for Title X Family Planning Program (CFDA #93.217).
 - d. Notice of Grant Award from the ND Department of Health and Human Services for Ryan White Part B Program (CFDA #93.917).
 - e. Purchase of Service Agreement with Central Cass Public School District.
- 28. Resolution approving Plat of Commerce on 12th Ninth Addition.
 - 29. Master Parking Services Agreement with PCI Municipal Services, LLC.
 - 30. Extension of unpaid leave for Devonno Heupel through 5/29/26.
 - 31. 2026 Mosquito Control Agreement - City of Fargo and Cass County Government (EX26176).
 - 32. FAA Aerial Mosquito Spraying Authorization for Vector Disease Control International, LLC.
 - 33. Street Snow Plowing Services Agreement with Master Construction Co., Inc. for the 2026/2027 snow season (RFP23138).
 - 34. Piggyback purchase through ND State Contract No. 378 with North Central INTL LLC in the amount of \$167,768.89 for one 2026 water filtration sludge truck chassis (PBC26178).
 - 35. Bid award to Capital Exteriors, Inc. in the amount of \$544,102.00 for Project No. WA2508.
 - 36. Bid award to Johnson & Schock Excavating, LLC in the amount of \$615,288.00 for Project No. WA2509.
 - 37. Contract and bond for Project No. WA2504.
 - 38. Contract and bond for Project No. WA2507.
 - 39. Bills.

REGULAR AGENDA:

- 40. Recommendation from the Convention Center Committee.
- 41. Recommendation from the Human Rights Commission to remain “as-is,” pausing all meetings until after the June election and coordinating with the newly seated City Commission on a path forward.
- 42. Liaison Commissioner Assignment Updates.
- 43. **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 [here](#).**

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


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



City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: April 17, 2026

SUBJECT: Completion Documents for the BLOC redevelopment

The redevelopment of the BLOC site is complete and the developer has complied with the terms of the amended developer agreement. The project is located on the 1600 block for University Drive South.

In January, the City Commission approved closing documents. However, those need to be changed and new documents are ready for your approval. A needed change is an amendment to the Developer Agreement adjusting the start of the TIF payment period. Also, additional Tax Increment Financing eligible costs were documented.

The new building has main floor commercial and 127 apartments on the upper floors. The redevelopment increased the value of the site by \$19 million. The City inspected the project and documented all of the costs eligible for Tax Increment Financing.

Attached for your approval is the Amendment to the Developer Agreement, Certificate of Completion, the Tax Increment Note, Collateral Assignment and the Private Placement Memorandum.

Recommended Motion

Approve and authorize the Mayor to sign the Amendment to the Developer Agreement, Certificate of Completion, the Tax Increment Note and the Collateral Assignment for the project that redeveloped the BLOC site on University Drive South.

**AMENDMENT TO
DEVELOPER AGREEMENT**

By and Between

CITY OF FARGO, NORTH DAKOTA

And

BLOC Partners, LLC

THIS AMENDMENT TO DEVELOPER AGREEMENT (this “Agreement”) is made as of the 28th day of April, 2026, by and among the City of Fargo, North Dakota, a municipal corporation (the “City”) and BLOC Partners, LLC, a North Dakota limited liability company (“Developer”).

RECITALS:

WHEREAS, Developer and City have entered into a Developer Agreement dated as of February 21, 2023 [hereinafter the “Developer Agreement”] pertaining to a project commonly known as the BLOC Project;

WHEREAS, the BLOC Project has reached the completion of construction and the City and Developer have taken such steps as contemplated in the Developer Agreement that are necessary and appropriate for the issuance by the City of a Certificate of Completion and a TIF Note; however, prior to the issuance thereof, the parties wish to amend the Developer Agreement in order to establish certain modifications to the payment to the Developer under the TIF Note and, therefore, to amend the Developer Agreement accordingly;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment to Developer Agreement, and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City and Developer covenant and agree as follows:

I. Certain definitions in Section 1.1 of ARTICLE I of the Developer Agreement are hereby amended to read as follows:

“Maturity Date” means the date that is three (3) years from the Payment Date for the fifteenth (15th) Tax Year.

“Tax Year” is one of a maximum of fifteen (15) successive calendar years, with the first year being the calendar year identified and deemed to be the first (1st) Tax Year in the Tax Increment Note and with the successive fourteen (14) consecutive calendar years being the second (2nd) through fifteenth (15th) Tax Years.

II. Subsections (d) and (e) of Section 3.3 of Article III of the Developer Agreement is hereby amended to read as follows:

* * *

(d) If the conditions set forth in this Section are met, the Tax Increment Note shall be dated, issued and delivered when the Certificate of Completion has been delivered and when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the Developer has incurred and paid eligible costs of the Improvements to be borne by Developer which will not be otherwise reimbursed or paid hereunder. The Tax Increment Note shall identify the first (1st) Tax Year of a series of

fifteen (15) such Tax Years with the City's obligation under said Tax Increment Note shall, therefor, be limited to the Available Tax Increments from said first (1st) Tax Year received by the City from the County for the Project as set forth at Section 3.3(e), below. Demonstration of eligible costs of Improvements up to the maximum amount of the Tax Increment Note shall be made pursuant to one or more certifications in form and substance satisfactory to the City that all or a portion of the costs of the Improvements have been incurred, together with evidence satisfactory to the City of the nature and amount of the costs of the Improvements and of the costs incurred by the Developer. Each certification shall demonstrate the specific purpose and amount of the costs of the Improvements and their compliance with the representation set forth at Section 2.2(g). The City's determination of a cost's compliance with the representation set forth at Section 2.2(g) shall, if based on the advice of its city attorney after consultation with the Developer or its counsel, be conclusive. The delivery of the Tax Increment Note itself constitutes reimbursement of expenditures in an amount equal to the principal amount of the Tax Increment Note; there are no monetary proceeds received by Developer upon delivery of the Tax Increment Note.

(e) Subject to the provisions of the Tax Increment Note, the principal of and interest on the Tax Increment Note shall in the aggregate be payable on May 15th following the first (1st) Tax Year as identified in the Tax Increment Note and on May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as "Payment Date" or collectively as the "Payment Dates." The first payment on the Tax Increment Note, to become due and payable on the first Payment Date, shall be limited to the Available Tax Increments from said first (1st) Tax Year received by the City from the County on the Project. For all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's Payment Date. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever.

- III. The Developer Agreement is hereby amended with respect to Exhibit "C," the form of the TIF Note to read as set forth on the attachment to this Amendment, also entitled "Exhibit C," incorporated as if fully set forth herein.
- IV. In all other respects the Developer Agreement shall remain in full force and effect.
- V. Effective Date. This Amendment to Developer Agreement shall be effective as of April 28, 2026.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Developer Agreement as of the date stated in the first paragraph of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

CITY OF FARGO, NORTH DAKOTA

(SEAL)

By _____
Dr. Tim Mahoney, its Mayor

ATTEST:

By _____
Angie Bear, City Clerk/Deputy Auditor
on behalf of the City Auditor

This document drafted by:

Erik R. Johnson
Assistant City Attorney
Ph: 701-371-6850

BLOC Partners, LLC

By: Dealer Sites LLC,
a North Dakota limited liability company,
its sole member.

By: Old Abe Capital, LLP,
a North Dakota limited liability partnership,
its Managing Member

By _____,
Richard Berg, General Partner

EXHIBIT A TO AMENDMENT

None

EXHIBIT B TO AMENDMENT

None

**EXHIBIT C TO AMENDMENT
TAX INCREMENT NOTE
(ATTACHED)**

TAX INCREMENT NOTE

No. R-1

\$3,756,865.34

Date: April 28, 2026

**UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY
CITY OF FARGO
TAX INCREMENT
REVENUE NOTE OF 2026**

**(TAX INCREMENT DISTRICT 2023-01 PROJECT)
(FIRST TAX YEAR – 2025)**

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "City"), certifies that it is indebted and for value received promises to pay to BLOC Partners, LLC, a North Dakota limited liability company (the "Developer"), or the registered assign, the principal sum of **THREE MILLION SEVEN HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FIVE and 34/100ths Dollars (\$3,756,865.34)**, an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of **Four and 65/100ths Percent (4.65%)** per annum, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of February 21, 2023 (as the same may have been amended from time to time, the "Developer Agreement"), by and between the City and BLOC Partners, LLC, a North Dakota limited liability company, as the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by BLOC Partners, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

First (1st) Tax Year Identified -- Payment Dates. The first (1st) Tax Year is hereby identified and deemed to be the year 2025. Subject to the terms hereof, the principal of and interest on this Tax Increment Note shall in the aggregate be payable on May 15th following the first (1st) Tax Year, deemed herein as the year 2025, and on May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as "Payment Date" or collectively as the "Payment Dates" ("Payment Dates"). In the event that Developer's Taxes are paid in full on or before February 15th of each year, the City agrees, and the City's Finance Director is

hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. The City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date an amount as follows: (a) the first payment on the Tax Increment Note, to become due and payable on the first Payment Date, shall be limited to all the Available Tax Increments received prior to said date by the City for the Project from the first Tax Year and (b) for all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's payment. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever. In no event shall any City be obligated to remit payment of principal in excess of the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus accrued interest. All payments made by the City under this Note shall be applied first to pay accrued and unpaid interest on this Note and second toward payment of principal hereof.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of \$1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby."

"Developer Tax Increments" are defined in the Developer Agreement as follows:

"Developer Tax Increments" means the portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments, derived from Developer's Taxes.

“Tax Increments” are defined in the Developer Agreement as follows:

“Tax Increments” means those tax increments which the City shall be entitled to receive and retain, and which the City shall have actually received from Cass County, from time to time from the TIF District pursuant to the Urban Renewal Law.

“Developer’s Taxes” are defined in the Developer Agreement as follows:

“Developer’s Taxes” means taxes paid with respect to the portions of the Development Property and Improvements thereon. Taxes for the sixteenth (16th) Tax Year, or for any subsequent year, are not included as Developer’s Taxes.

“Tax Year” is defined in the Developer Agreement as follows:

“Tax Year” is one of a maximum of fifteen (15) successive calendar years, with the first year being the calendar year identified and deemed to be the first (1st) Tax Year in the Tax Increment Note and with the subsequent years being the fourteen (14) subsequent calendar years.

“Maturity Date” is defined in the Developer Agreement as follows:

“Maturity Date” means the date that is three (3) years from the Payment Date for the fifteenth Tax Year following the date of the issuance of the Tax Increment Note.

In addition, Section 3.6 of the Developer Agreement provides as follows:

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (a) to make payments on the Tax Increment Note; and,
- (b) after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on this Note during such time as there is an Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City"), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate

Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance; Purpose; Special Limited Obligation. This Note is in the aggregate principal amount of \$3,756,865.34 (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2023-01, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2023-01 (BLOC Project) Fund of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2023-01 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

Limitation on Transfer. This Note may only be transferred to a person who is (1) a successor of BLOC Partners, LLC, by reorganization, merger or acquisition, (2) a member of BLOC Partners, LLC, (3) to a lender of BLOC Partners, LLC, as collateral for financing as permitted by the Developer Agreement, (4) a related person to such partner or successor, (5) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (6) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a "qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to BLOC Partners, LLC, noted above.

Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.

Registration: Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing

the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof. The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than BLOC Partners, LLC. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of April 28, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Dr. Tim Mahoney, its Mayor

ATTEST:

Angie Bear, City Clerk/Deputy Auditor
on behalf of the City Auditor

(SEAL)

Tax Increment Revenue Note of 2026 (District 2023-01)
(First Tax Year – 2025)

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

<u>DATE OF REGISTRATION</u>	<u>REGISTERED OWNER</u>	<u>SIGNATURE OF COMPANY TREASURER</u>
_____, 2026	BLOC Partners, LLC	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CERTIFICATE OF COMPLETION

WHEREAS, the City of Fargo, North Dakota, a municipal corporation, (the "City") and BLOC Partners, LLC, a North Dakota limited liability company (the "Developer") have entered into an agreement dated as of the 21st day of February, 2023; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification:

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Developer have been completed, and the above covenants and conditions in said Developer Agreement have been performed by the Developer therein, and that the Tax Increment Note, referred to in said Developer Agreement, may be issued to Developer by the City.

This Certificate is effective as of the 28th day of April, 2026.

CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy Mahoney, Mayor

Attest:

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

TAX INCREMENT NOTE

No. R-1

\$3,756,865.34

Date: April 28, 2026

**UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY
CITY OF FARGO
TAX INCREMENT
REVENUE NOTE OF 2026**

**(TAX INCREMENT DISTRICT 2023-01 PROJECT)
(FIRST TAX YEAR – 2025)**

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "City"), certifies that it is indebted and for value received promises to pay to BLOC Partners, LLC, a North Dakota limited liability company (the "Developer"), or the registered assign, the principal sum of **THREE MILLION SEVEN HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FIVE and 34/100ths Dollars (\$3,756,865.34)**, an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of **Four and 65/100ths Percent (4.65%)** per annum, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of February 21, 2023 (as the same may have been amended from time to time, the "Developer Agreement"), by and between the City and BLOC Partners, LLC, a North Dakota limited liability company, as the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by BLOC Partners, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

First (1st) Tax Year Identified -- Payment Dates. The first (1st) Tax Year is hereby identified and deemed to be the year 2025. Subject to the terms hereof, the principal of and interest on this Tax Increment Note shall in the aggregate be payable on May 15th following the first (1st) Tax Year, deemed herein as the year 2025, and on May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as "Payment Date" or collectively as the "Payment Dates" ("Payment Dates"). In the event that Developer's Taxes are paid in full on or before February 15th of each year, the City agrees, and the City's Finance Director is

hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. The City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request.

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date an amount as follows: (a) the first payment on the Tax Increment Note, to become due and payable on the first Payment Date, shall be limited to all the Available Tax Increments received prior to said date by the City for the Project from the first Tax Year and (b) for all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's payment. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever. In no event shall any City be obligated to remit payment of principal in excess of the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus accrued interest. All payments made by the City under this Note shall be applied first to pay accrued and unpaid interest on this Note and second toward payment of principal hereof.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of \$1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby."

"Developer Tax Increments" are defined in the Developer Agreement as follows:

"Developer Tax Increments" means the portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments, derived from Developer's Taxes.

“Tax Increments” are defined in the Developer Agreement as follows:

“Tax Increments” means those tax increments which the City shall be entitled to receive and retain, and which the City shall have actually received from Cass County, from time to time from the TIF District pursuant to the Urban Renewal Law.

“Developer’s Taxes” are defined in the Developer Agreement as follows:

“Developer's Taxes” means taxes paid with respect to the portions of the Development Property and Improvements thereon. Taxes for the sixteenth (16th) Tax Year, or for any subsequent year, are not included as Developer’s Taxes.

“Tax Year” is defined in the Developer Agreement as follows:

“Tax Year” is one of a maximum of fifteen (15) successive calendar years, with the first year being the calendar year identified and deemed to be the first (1st) Tax Year in the Tax Increment Note and with the subsequent years being the fourteen (14) subsequent calendar years.

“Maturity Date” is defined in the Developer Agreement as follows:

“Maturity Date” means the date that is three (3) years from the Payment Date for the fifteenth Tax Year following the date of the issuance of the Tax Increment Note.

In addition, Section 3.6 of the Developer Agreement provides as follows:

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (a) to make payments on the Tax Increment Note; and,
- (b) after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on this Note during such time as there is an Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City"), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate

Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance: Purpose: Special Limited Obligation. This Note is in the aggregate principal amount of \$3,756,865.34 (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2023-01, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2023-01 (BLOC Project) Fund of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2023-01 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

Limitation on Transfer. This Note may only be transferred to a person who is (1) a successor of BLOC Partners, LLC, by reorganization, merger or acquisition, (2) a member of BLOC Partners, LLC, (3) to a lender of BLOC Partners, LLC, as collateral for financing as permitted by the Developer Agreement, (4) a related person to such partner or successor, (5) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (6) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a "qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to BLOC Partners, LLC, noted above.

Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.

Registration: Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing

the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof. The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than BLOC Partners, LLC. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of April 28, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Dr. Tim Mahoney, its Mayor

ATTEST:

Angie Bear, City Clerk/Deputy Auditor
on behalf of the City Auditor

(SEAL)

Tax Increment Revenue Note of 2026 (District 2023-01)
(First Tax Year – 2025)

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

<u>DATE OF REGISTRATION</u>	<u>REGISTERED OWNER</u>	SIGNATURE OF COMPANY TREASURER
_____, 2026	BLOC Partners, LLC	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

COLLATERAL ASSIGNMENT OF TAX INCREMENT NOTE

THIS COLLATERAL ASSIGNMENT OF TAX INCREMENT NOTE ("Assignment") is made and entered into as of the _____ day of April, 2026, by and between BLOC Partners, LLC (the "Borrower"), and Bank Forward, a North Dakota banking corporation (the "Lender").

RECITALS

- A. Borrower and the City of Fargo, North Dakota (the "City") entered into that certain Developer Agreement dated as of February 2, 2023, (the "Developer Agreement") regarding certain real property located in the City (the "Property") which Property is legally described on Exhibit A of the Developer Agreement. At all relevant times that Developer owned and owns the Project.
- B. Section 3.3 of the Developer Agreement provides certain reimbursements from the City to the Developer, or its permitted assignee, for some of the project costs related to the Project using tax increment financing which such rights are evidenced by that certain Tax Increment Note (District 2023-01 Project), issued by the City to BLOC Partners, LLC., a North Dakota limited liability company, for a principal amount not to exceed \$4,550,000 plus a sum equal to Capitalized Interest as that term is defined in the Developer Agreement (the "TIF Note"). Borrower currently is, or will be, the legal holder of the TIF Note.
- C. At the request of the Borrower and City, Lender has agreed to extend certain financial accommodations to the Borrower for the Property pursuant to the terms of that certain Loan Agreement dated on or about the date of this Assignment (the "Loan Agreement"). In accordance with the Loan Agreement, the Borrower executed and delivered to the Lender that certain Promissory Note of even date with the Loan Agreement, in the original principal amount of \$2,510,000.00 (the "Note").
- D. The obligations of the Borrower under the Note and Loan Agreement are secured by a Security Agreement of even date with the Loan Agreement, which, in part, includes general intangibles as collateral (the "Security Agreement").
- E. In order to further secure performance by Borrower of its obligations under the Note, the Borrower has agreed to make a collateral assignment to Lender of all of the Borrower's right, title and interest in and to the TIF Note.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Collateral Assignment of TIF Note. As additional security for performance by Borrower of its obligations under the Loan Agreement, Borrower does hereby grant, bargain, sell, assign and set over unto Lender, for so long as any indebtedness pursuant to the Loan Agreement shall remain outstanding, all of the Borrower's right, title and interest in and to the TIF Note. This Assignment shall constitute a first priority perfected, absolute and present assignment, provided that Lender shall have no right to exercise its rights under this Section 1 until an occurrence of an Event of Default as defined in the Loan Agreement or under any related instrument, document or agreement, including without limitation the Note. Upon the occurrence of any such default, Lender may, without affecting any of its rights or remedies against Borrower under any other instrument, document or agreement, exercise its rights under this Assignment as Borrower's attorney-in-fact in any manner permitted by law. In addition, Lender shall have and possess, without limitation, any and all rights and remedies of a secured party under the North Dakota Uniform Commercial Code or otherwise provided by law. For purposes of exercising any available rights and remedies of a secured party, ten (10) days written notice shall constitute commercially reasonable notice where such is required by the North Dakota Uniform Commercial Code.

2. Collection and Payment. Borrower hereby authorizes and directs the City to pay all TIF Note payments directly to Lender following City's receipt of written notice from Lender that an Event of Default has occurred under the Loan Agreement. The City has no duty to verify the existence of said default(s) and shall rely upon Lender's notice alone to establish that an Event of Default has occurred enabling Lender to receive the TIF Note payments directly from the City. The Lender may request and receive said TIF Note payments without assuming performance of the Developer Agreement, it being understood by the parties that in any event the TIF Note payments shall only be payable by the City in accordance with the terms and conditions of the Developer Agreement. Unless and until the City receives said notice of default from the Lender, the City shall pay the TIF Note payments to Borrower.

3. No Assumption of Liability by Lender. Borrower agrees that Lender does not assume any of the obligations or duties of Borrower under or with respect to the Developer Agreement unless and until the Lender shall have given to the City written notice that it has affirmatively exercised its right to exercise the collateral assignment effected by this Assignment and to assume performance under the Developer Agreement.

4. Continuing Authorization; Indemnification. Borrower's authorization to the City contained in this Assignment, including Sections 2 and 3, above, is absolute and irrevocable. Borrower hereby indemnifies and holds the City harmless from and against any claims or liabilities arising or purporting to arise from the City's performance of its obligations under this Assignment.

5. No Power to Modify TIF Note. Borrower hereby expressly releases, relinquishes and surrenders all of Borrower's right, power and authority to amend, modify, release, terminate or in any way alter the TIF Note without Lender's prior written consent, and any attempt on the part of Borrower to exercise any such right, power or authority without Lender's prior consent shall constitute an event of default.

6. Cure of Events of Default. Lender may at its absolute discretion, but shall not be required, to cure any default by Borrower under the Developer Agreement. The Borrower hereby agrees that any monies advanced by Lender in furtherance of any cure under the Developer Agreement shall be an additional amount secured by and payable under the Note and Mortgage given by Borrower to Lender.

7. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Assignment:

- a. Accuracy of Recitals. The recitals set forth at the beginning of this Assignment are deemed incorporated herein, and the parties hereto represent they are true and correct.
- b. Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.
- c. Amendments. This Assignment may not be amended or modified except in a writing executed by all parties hereto.
- d. Counterparts. It is understood and agreed that this Assignment may be executed in several counterparts, each of which shall, for all purposes, be deemed an original, and all of such counterparts, taken together, shall constitute one and the same Assignment, even though all of the parties hereto may not have executed the same counterpart of this Assignment.
- e. Choice of Law, Severability. This Assignment is made in the State of North Dakota and shall be construed in accordance with the laws thereof. If any provision hereof is in conflict with any statute or rule of law of the State of North Dakota and is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Assignment.
- f. Time is of the Essence. Time is of the essence in the performance of this Assignment.
- g. Notices. All notices required to be given under this Assignment shall be

given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown below:

City: City of Fargo
Attn: Mayor
Attn: City Auditor
225 North 4th Street
Fargo, North Dakota 58102

Lender: Bank Forward
Attn: Kyle Haugland
5650 37th Ave. S.
Fargo, North Dakota 58104

Borrower: BLOC Partners, LLC
Attn: Rick Berg
3068 Thunder Road
Fargo, North Dakota 58104

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

- h. Amendments. This Assignment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- i. Successors and Assigns. This Assignment shall bind the Borrower, Lender and the City and the successors and assigns of each.

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment of TIF Note as of the day and year first above written.

BORROWER:

LENDER:

BLOC Partners, LLC, a
North Dakota Limited Liability Co.

Bank Forward, a North Dakota banking
corporation


By: Richard A. Berg


By: Kyle Haugland

ACKNOWLEDGMENT, CONSENT AND AGREEMENT OF CITY

The City of Fargo, North Dakota (the "City"), hereby acknowledges the above Collateral Assignment of TIF Note, consents to such assignment to Lender, and agrees to be bound by the above Assignment and to comply with the Lender's instructions with respect to the TIF Note payments. In particular, and without limiting the generality of the foregoing, the undersigned acknowledges and agrees that: (i) the Borrower is the register owner and holder of the TIF Note, and (ii) the City has not declared an event of default on the Developer Agreement as of the effective date below.

Without limiting the foregoing, the City hereby: (i) consents to the foregoing assignment of the TIF Note payments by Borrower to Lender; (ii) agrees that the Lender does not assume any of the obligations or duties of the Borrower under or with respect to the Developer Agreement unless and until the Lender shall have given to the City written notice that it has affirmatively exercised its right to exercise the collateral assignment effected by the Developer Agreement and to assume performance under the Developer Agreement; and (iii) agrees that, notwithstanding the foregoing, the Lender may, without assuming performance of the Developer Agreement, request and receive from the City the TIF Note payments.

The City shall give the Lender a copy of any notice of event of default under the Developer Agreement. The City shall accept any cure of a default by the Lender in accordance with the Developer Agreement as performance by the Company or Developer under the Developer Agreement; provided, however, that nothing in the foregoing Collateral Assignment of TIF Note will extend the deadline for curing defaults or otherwise limit the City's rights to exercise its remedies as provided in the Developer Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Acknowledgment, Consent and Agreement of City to be duly executed effective as of April _____, 2026.

CITY OF FARGO

By: _____
Its Mayor

By: _____
Its City Auditor

**PRIVATE PLACEMENT
MEMORANDUM**

Relating to

CITY OF FARGO, NORTH DAKOTA

\$3,756,865.34 Tax Increment Revenue Note of 2026
(BLOC Redevelopment Project—Tax Increment District No. 2023-01)

Effective Date: April 28, 2026

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the \$3,756,865.34 Tax Increment Revenue Note of 2026 (BLOC Redevelopment Project) (the "Note") issued by the City of Fargo, North Dakota (the "City" or "Issuer").

GENERAL INFORMATION

Authorization. The Note is issued pursuant to a Developer Agreement dated as of February 21, 2023 (the "Development Agreement"), by and between the City and BLOC Partners, LLC (the "Developer" herein). The Note is the "Tax Increment Revenue Note" as defined in the Developer Agreement, which identifies the first Tax Year as the year 2025.

Consideration for the Note. The consideration for the Note is the Developer's payment of certain expenditures that are eligible public redevelopment costs of the City's Tax Increment District No. 2023-01 (the "Tax Increment District"). The Note is not issued for cash, but rather is issued in reimbursement of those expenditures paid by the Developer.

PAYMENT SOURCE; TAX INCREMENTS

Payment Sources for the Note; Sufficiency. The Note is payable solely and only from Tax Increments of the Tax Increment District if and as received. The Note states,

" Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever."

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

" Available Tax Increments" means the Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement

and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby.

Subordinate Use of Tax Increments. Section 3.6 of the Development Agreement provides an order of priority for use of tax increments that causes the Note to be subordinate to actual administrative expenses. Section 3.6 reads as follows:

“Section 3.6. Use of Tax Increments.

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

- (1) to make payments on the Tax Increment Note; and
- (2) after payment of the Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on the Note during such time as there is an Event of Default under the Development Assistance Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the “City”), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay the Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal. There can be no assurance that taxes collected on such Assessor’s Minimum Market Value will be sufficient to pay the Note.

Projected Tax Increments for Note. Tax increments are expected to be sufficient to pay the Note and the interest thereon in full; however, tax increments at such a level may not be achieved.

Tax Increment Risks. Tax increments are taxes received on property in a tax increment district from the increased taxable value of the property over its base value at the time that the tax increment district was created, which base value is called "original net tax capacity". There are risk factors for persons relying on tax increments to be received over time, including the following:

- (a) Incomplete Completion of the Improvements. The Tax Increment Notes are issued to encourage the development of specific Improvements in the Tax Increment District, identified in the Developer Agreement. If the contemplated Improvements were completed at a lesser level of value than originally contemplated, they would generate fewer taxes and therefore fewer tax increments than originally contemplated.

- (b) Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value would be reduced, and taxes and tax increments would be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.
- (c) Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.
- (d) Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.
- (e) Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The North Dakota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.
- (f) Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities.
- (g) Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property.
- (h) Legislation. The North Dakota Legislature has the authority to modify laws affecting real property taxes, particularly as they relate to mill levies and the overall level of taxes.
- (i) Combinations of Factors. Factors that reduce taxes and tax increments can occur in combinations that reduce tax increments further than any one factor alone.

Factors noted above present risks for the receipt of tax increments; changes in the other direction could increase taxes and tax increments.

Pay-as-You-Go Format. The Tax Increment Notes are instruments which municipalities refer to as "pay as you go" notes. Issued in reimbursement of eligible costs paid by others, such notes involve no initial cash to or from the municipality. They are issued to developers of

property improvements, the same parties who are expected to own the real property and pay the taxes. As long as the same party both owns the property and holds the note, the tax increment risks noted above to some extent cancel out economically, making the changes somewhat a "wash". For instance, if the property owner does not pay its taxes, the same party as holder of the note does not receive tax increments (because, due to non-payment of taxes, there are none). If tax capacity rates fall, leading taxes and tax increments to fall, the note holder receives fewer tax increments in payment of the note but the same person as owner of the property has "saved" a similar amount in not paying taxes. If the ownership of the real property and the note cease to be in the same party, this offsetting of tax increment risks by attendant property tax benefits is broken. Upon the initial issuance of the Note, the holder is the Developer.

TAX TREATMENT OF NOTE

No Information About Tax Treatment of Note. The Issuer does not know, and makes no representation about, the tax treatment of, or tax consequences for the Developer of, (1) the Issuer's issuance of the Note in reimbursement of public costs of redevelopment paid by the Developer, or (2) the later retention or disposition of the Note or the retention or disposition of the property whose costs were reimbursed by the issuance of the Note.

NO LEGAL OPINION

The Developer is not being provided with any opinion of bond counsel with respect to the issuance of the Note. The City's bond counsel does not ordinarily issue an opinion with respect to taxable pay-as-you-go notes.

INTEREST TAXABLE

The Note bears interest that is intended to be included in gross income of the holder.

NOT QUALIFIED TAX EXEMPT OBLIGATIONS

The City has not designated the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax exempt obligations. "Qualified tax exempt obligations" are treated as acquired by the financial institution before August 8, 1986. Interest allocable to such obligations remains subject to the 20% disallowance contained in prior law. The Note is taxable and does not qualify for such designation.

NOT COMPREHENSIVE

Not Comprehensive. This Private Placement Memorandum is not intended to be a complete or comprehensive description of the Note or a complete presentation of all matters relevant to owning or holding the Note. It is intended for use with the Developer or a sophisticated investor, each of whom are encouraged to engage in such diligence reviews of matters of fact and law and inquiries as to matters of fact and law as will provide sufficient information for a business decision about ownership of the Note. The Developer to whom the

Note is originally issued will provide the City with a certificate as to making its own determinations and not relying on the City or information provided by the City.

[Remainder of page blank – receipt and acknowledgement to follow]

RECEIPT AND ACKNOWLEDGEMENT

PRIVATE PLACEMENT MEMORANDUM

The undersigned does hereby acknowledge receipt of the Private Placement Memorandum with an effective date of April 28, 2026, pertaining to the delivery by the City to Developer of a Tax Increment Note with the same said effective date and that this Memorandum was delivered to the undersigned the 28th day of April, 2026.

DATED: April 28, 2026

BLOC PARTNERS, LCC

By _____
_____, its _____



②

April 27, 2026

To: Board of City Commissioners
From: Michael Redlinger, City Administrator
RE: Amendment #2 to the Project Partnership Agreement for the Diversion Project

Attached you will find Amendment No. 2 to the Project Partnership Agreement between the United States Army Corp of Engineers (USACE), the City of Fargo, City of Moorhead, and the Metro Flood Diversion Authority for your consideration.

For background, the City of Fargo, along with the City of Moorhead, and the Metro Flood Diversion Authority are the Non-Federal Sponsors of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. (the "Diversion Project"). A Joint Powers Agreement (JPA) was entered into In June of 2016 by the City of Fargo, the City of Moorhead, Cass County, Clay County, and the Cass County Water Resource District creating the Metro Flood Diversion Authority (the "Authority") to manage the design, construction, financing, and operation the Diversion Project.

Since the City of Fargo and the City of Moorhead were the original Non-Federal Sponsors of the Diversion Project, the USACE requires that both Cities remain Non-Federal Sponsors for purposes of the Project Partnership Agreement (PPA). Regardless of the agreement pursuant to the JPA that the Authority will manage the design, construction, financing, operation, and maintenance of the Diversion Project.

The PPA was originally signed on July 11, 2016, and amended on March 19, 2019. The PPA provides the Federal Participation Amount (\$750,000,000 in 2015 Dollars) in the Diversion Project. This is to be used for the construction of the Federal portion of the Project which included the southern earthen embankment, the Diversion Inlet Structure, the Wild Rice Control Structure, and Red River Control Structure. The Non-Federal Sponsors are responsible for all land acquisition, construction of the in-town works, mitigation projects and the Storm Water Diversion Channel. The total cost of the Diversion Project is approximately 3.2 billion dollars.

The PPA is unique in that it provides a legal mechanism by which the Metro Flood Diversion Authority would receive at the completion of the Diversion Project any of the remaining Federal Participation Amount not expended for the construction of the Federal Portion. Amendment No. 2 to the PPA authorizes USACE to release a significant portion of the unexpended Federal Participation Amount to the Authority prior to final completion of the Diversion Project. These funds will be used for construction of the non-federal works.

Recommended Motion: Approve Amendment No 2.to the Project Partnership Agreement between USACE, the City of Fargo, the City of Moorhead and the Metro Flood Diversion Authority and authorize the Mayor to sign.

Memorandum



To: Chair Mahoney & Members of the Metro Flood Diversion Board of Authority

From: Jason Benson, Executive Director

Date: April 23, 2026

Re: Amendment No 2.to the Project Partnership Agreement between USACE, the City of Fargo, the City of Moorhead and the Metro Flood Diversion Authority.

The City of Moorhead, the City of Fargo and the Metro Flood Diversion Authority are the Non-Federal Sponsors of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. (the "Diversion Project"). In June of 2016, the City of Moorhead, along with the City of Fargo, Cass County, Clay County, and the Cass County Water Resource District entered into a Joint Powers Agreement (the "JPA") creating the Metro Flood Diversion Authority (the "Authority") to manage the design, construction, financing, and operation the Diversion Project. The JPA clarifies and allocates the responsibility and obligations arising out of the construction, operation, and maintenance of the Diversion Project.

The City of Moorhead and the City of Fargo were the original Non-Federal Sponsors of the Diversion Project. Under USACE requirements the City of Moorhead and the City of Fargo remain Non-Federal Sponsors for purposes of the Project Partnership Agreement even though they have agreed pursuant to the JPA that the Authority will manage the design, construction, financing, operation, and maintenance of the Diversion Project.

The PPA was originally signed on July 11, 2016, and amended on March 19, 2019. The PPA provides that the Federal Participation Amount in the Diversion Project was limited to \$750,000,000 in 2015 Dollars. Pursuant to the PPA, Federal Participation Amount is be used for the construction of the Federal portion of the Project which included the southern earthen embankment, the Diversion Inlet Structure, the Wild Rice Control Structure, and Red River Control Structure. The Non-Federal Sponsors are responsible for all land acquisition, construction of the in-town works, mitigation projects and the Storm Water Diversion Channel. The total cost of the Diversion Project is approximately 3.2 billion dollars.

The PPA is unique in the nation in that it provides a legal mechanism by which the Metro Flood Diversion Authority would receive at the completion of the Diversion Project any of the remaining Federal Participation Amount not expended for the construction of the Federal Portion. Amendment No. 2 to the PPA authorizes USACE to release a significant portion of the unexpended Federal Participation Amount to the Authority prior to final completion of the Diversion Project. These funds will be used for construction of the non-federal works.

Recommended Action: Approve Amendment No 2.to the Project Partnership Agreement between USACE, the City of Fargo, the City of Moorhead and the Metro Flood Diversion Authority.

DRAFT
AMENDMENT NO. 2
TO
PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF FARGO, NORTH DAKOTA,
THE CITY OF MOORHEAD, MINNESOTA, AND
THE METRO FLOOD DIVERSION AUTHORITY
FOR
CONSTRUCTION
OF THE
FARGO-MOORHEAD METROPOLITAN AREA
FLOOD RISK MANAGEMENT PROJECT

THIS AMENDMENT NUMBER 2 is entered into this 7th day of May, 2026, by and between the Department of the Army (hereinafter the “Government”), represented by the Assistant Secretary of the Army (Civil Works); and the City of Fargo, North Dakota, represented by its Mayor; the City of Moorhead, Minnesota, represented by its Mayor and City Manager; and the Metro Flood Diversion Authority, represented by its Chair and Executive Director (hereinafter collectively referred to as the “Non-Federal Sponsors”).

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsors entered into a Project Partnership Agreement on July 11, 2016 (hereinafter the "Agreement"), for construction of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (hereinafter the "Project");

WHEREAS, the Project Partnership Agreement was amended on March 19, 2019, to increase the Federal Participation Amount to \$750,000,000 in October 2015 dollars, with annual adjustments for inflation of the remaining balance;

WHEREAS, the Energy and Water Development and Related Agencies Appropriations Act, 2026 requires the Government to make advance payments to the Non-Federal Sponsors of appropriations made available to the Project prior to enactment of the Act on January 23, 2026, subject to consultation with the Non-Federal Sponsors and retaining sufficient amounts for the Government to carry out any of its responsibilities relating to the Project; and

WHEREAS, the Energy and Water Development and Related Agencies Appropriations Act, 2026 requires that any advance payments be credited toward the Federal Participation Amount and that the Agreement be amended to implement any advance payments and credits; and

WHEREAS, the Non-Federal Sponsors have requested to design and construct the remaining aquatic habitat mitigation required for the Project, including the Sheyenne River Mitigation Project;

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree to amend the Agreement as follows:

1. In Article I—DEFINITIONS, amend paragraph A by inserting the following before the period:

“and the Supplemental Environmental Assessment, Fargo-Moorhead Metropolitan Area Flood Risk Management Project, dated May 2024 and approved by the District Engineer on May 1, 2024.”

2. In Article I—DEFINITIONS, amend paragraph B by deleting the current paragraph and replacing it with the following language:

“B. The term “Non-Federal Work” means that portion of the Project consisting of an approximately 30 mile 20,000 cubic feet per second (cfs) diversion channel and associated features; the channel outlet; the Rush and Lower Rush River hydraulic structures; the Maple River aqueduct; the Sheyenne River aqueduct; the inflow design flood levee; associated railroad bridges; the in-town levees and the Oxbow-Hickson-Bakke levee; recreation features; environmental mitigation features located within the diversion channel and associated structures for the diversion channel; aquatic habitat mitigation remaining as of the date of Amendment Number 2, including the Sheyenne River Mitigation Project, the design of all aquatic habitat mitigation shall be approved by the Government and be constructed by October 1, 2029; and applicable pre- and post-monitoring and adaptive management for the Project.

3. In Article V—ACCOUNTING, add a new paragraph B:

“B. By June 5, 2026, the Government shall make an advance payment to the Non-Federal Sponsors in the amount of \$100,000,000. No later than 60 days after receipt of the advance payment specified in the previous sentence, the Non-Federal Sponsors shall pay to the Government the estimated remaining amount due of the 5 percent of the total FC Plan costs required by Article II.D. This amount is \$17,707,997 and shall be paid using one of the payment mechanisms specified in Article II.D.1. Commencing on July 1, 2027, the Government, no later than August 1st in each and every subsequent fiscal year and after consultation with the Non-Federal Sponsors, shall determine whether any additional funds appropriated prior to January 23, 2026, will not be required for the Government to carry out any of its responsibilities related to the Project. The Government shall make advance payment(s) to the Non-Federal Sponsors of those funds, if any. Per the request of the Non-Federal Sponsors, advance payment(s) will be made to the Fiscal Agent for the Metro Flood Diversion Authority. Any payment made to the Non-Federal Sponsors pursuant to this paragraph shall be credited to the Federal Participation Amount when determining if the

Federal Participation Amount was reached at the final accounting as specified in paragraph C. of this Article. If a payment is made to the Non-Federal Sponsors pursuant to this paragraph, and the Government determines additional funds are required to carry out a responsibility of the Government related to the Project, the Government will provide written notification to the Non-Federal Sponsors of the additional funds required. No later than 60 calendar days after receipt of such notification, the Non-Federal Sponsors shall provide the Government the full amount of such requested funds using one of the payment mechanisms specified in Article II.D.1.

4. Article V—ACCOUNTING, re-letter paragraph B as paragraph C.

5. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 2, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY

CITY OF FARGO, NORTH DAKOTA

BY: _____
ADAM R. TELLE
Assistant Secretary of the Army
(Civil Works)

BY: _____
DR. TIMOTHY J. MAHONEY
Mayor
City of Fargo, North Dakota

DATE: _____

DATE: _____

CITY OF MOORHEAD, MINNESOTA

CITY OF MOORHEAD, MINNESOTA

BY: _____
MICHELLE (SHELLY) A. CARLSON
Mayor
City of Moorhead, Minnesota

BY: _____
DAN MAHLI
City Manager
City of Moorhead, Minnesota

DATE: _____

DATE: _____

METRO FLOOD DIVERSION
AUTHORITY

METRO FLOOD DIVERSION
AUTHORITY

BY: _____
DR. TIMOTHY J. MAHONEY
Chair
Metro Flood Diversion Authority

BY: _____
JASON BENSON
Executive Director
Metro Flood Diversion Authority

DATE: _____

DATE: _____

(Remainder of page intentionally left blank.)

CERTIFICATE OF AUTHORITY

I, Ian McLean, do hereby certify that I am the principal legal officer for the City of Fargo, North Dakota, that the City of Fargo, North Dakota, is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 2 in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Amendment on behalf of the City of Fargo, North Dakota, acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

IAN MCLEAN
Fargo City Attorney

CERTIFICATE OF AUTHORITY

I, John T. Shockley, do hereby certify that I am the principal legal officer for the City of Moorhead, Minnesota, that the City of Moorhead, Minnesota, is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 2 in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who executed this Amendment on behalf of the City of Moorhead, Minnesota, acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20____.

JOHN T. SHOCKLEY
Moorhead City Attorney

CERTIFICATE OF AUTHORITY

I, John T. Shockley, do hereby certify that I am the principal legal officer for the Metro Flood Diversion Authority, that the Metro Flood Diversion Authority, is a legally constituted public body with full authority and legal capability to perform the terms of Amendment No. 2 in connection with the Fargo-Moorhead Metropolitan Area Flood Risk Management Project and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Amendment, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who executed this Amendment on behalf of the Metro Flood Diversion Authority acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

JOHN T. SHOCKLEY
Lead Counsel, Metro Flood Diversion Authority

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DR. TIMOTHY J. MAHONEY
Mayor, City of Fargo, North Dakota

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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MICHELLE (SHELLY) A. CARLSON
Mayor, City of Moorhead, Minnesota

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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DAN MAHLI
City Manager, City of Moorhead, Minnesota

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DR. TIMOTHY J. MAHONEY
Chair, Metro Flood Diversion Authority

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

JASON BENSON
Executive Director
Metro Flood Diversion Authority

DATE: _____



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

3

SERKLAND LAW FIRM

10 Roberts Street North
Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski
William B. Wischer ▪ Kasey D. McNary ▪ Elijah P. Hartsell

April 23, 2026

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

RE: Amending Section 11-0809 of Article 11-08 of Chapter 11 of the Fargo Municipal Code relating to Environmental Nuisances

Mayor and Commissioners,

Pursuant to your approval on April 13, 2026, please find attached for your consideration and approval amendments to Fargo Municipal Code section 11-0809, authorizing prairie plantings in excess of 8" in the street right of way when deemed appropriate by the City Forester or designee.

Suggested Motion: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 11-0809 of Chapter 11 of the Fargo Municipal Code Relating to Environmental Nuisances.

Please feel free to contact me or Scott Liudahl directly if you have any questions, comments or concerns.

Regards,

Nancy J. Morris

NJM/Imv

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 11-0809
2 OF ARTICLE 11-08 OF CHAPTER 11 OF THE FARGO MUNICIPAL CODE
3 RELATING TO ENVIRONMENTAL NUISANCES

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

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

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

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

13 NOW, THEREFORE, Be it Ordained by the Board of City Commissioners of the City of Fargo:

14 Section 1. Amendment. Section 11-0809 of Article 11-08 of Chapter 11 of the Fargo Municipal
15 Code is hereby amended as follows:

16 11-0809. Land management plan permit—Issuance. -- To obtain a land management plan
17 permit, the applicant must submit a written plan identifying the specific area where the
18 plantings or grass is planned to exceed eight inches (8") in length, a statement of intent and
19 purpose for the area, a drawing, plot plan and/or survey showing the location of the planting on
20 the applicant's property, a detailed description of the plant types and plant succession involved,
21 and specific management and maintenance techniques to be employed. The land management
22 plan must include provisions for maintaining plantings at a length not to exceed eight inches
23 (8") ~~in the area between the sidewalk and the street, or a strip not less than fifteen feet (15')~~
~~adjacent to the street where there is no sidewalk, as well as a strip not less than four feet (4')~~
adjacent to neighboring property lines unless waived in writing by the abutting property owner
on the side so affected. Any such waiver of the requirements shall be affixed to the application
and plan. ~~No area of city owned property within any street right-of-way may be included~~
~~within a land management plan. This shall include the property between the sidewalk and the~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~street and not less than fifteen (15) feet adjacent to the street where there is no sidewalk.~~
The land management plan permit is non-transferrable.

1 As a condition of receiving ~~approval of~~ a land management permit, the applicant agrees ~~and~~
2 ~~understands~~ to mow or cut any grass or plantings when ordered ~~to do so~~ by the health officer
or any other city official or designee thereof.

3 Prairie plantings and other appropriate land management vegetation may be installed on City
4 property and within the City Street right of way at the discretion of the City Forester, without
5 the need for a permit.

6 Section 2. Penalties for violation.--Any person, firm, company, or corporation violating any
7 provision in article 11-08, other than section 11-0814, shall upon conviction, be punished by a fine
8 not to exceed \$1000, with the court having such power and discretion to suspend such fine and to
revoke suspension thereof. Each day any person, firm, company, or corporation shall violate the
provisions of this article shall constitute a separate offense.

9 Section 3. Effective Date.

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

12
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14 _____
Timothy J. Mahoney, M.D., Mayor

15 (SEAL)

16 Attest:

17
18 _____
19 Angie Bear, Deputy City Auditor
on behalf of City Auditor

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

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



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North
Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski
William B. Wischer ▪ Kasey D. McNary ▪ Elijah P. Hartsell

March 26, 2026

③

APPROVED BY THE BOARD
OF CITY COMMISSIONERS
3/30/26 - R/F

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

RE: An Ordinance Repealing Section 405 of the 2024 International Property Maintenance Code (IPMC) Relating to Home Day Care Occupancy Requirements

Dear Mayor and Commissioners,

Enclosed for your consideration and approval is an ordinance amending Section 31-0102 in Article 31-01 of the Fargo Municipal Code (which contains the City’s amendments to the IPMC), by repealing Section 405, relating to home day care occupancy requirements. This provision was originally adopted as a local amendment to the IPMC on July 2, 2025.

As outlined in Inspections Director Shawn Ouradnik’s March 16, 2026, memorandum to this Board, Section 405 has proven to be duplicative of existing state regulations governing in-home childcare. Repeal of this section will eliminate redundant oversight while preserving the City’s existing regulatory role. The Inspections Department will continue to inspect commercial daycare facilities in accordance with applicable building codes, and the Fargo Fire Department will continue to conduct initial facility inspections.

The Board of Appeals considered this matter at its March 5, 2026, meeting and recommended repeal. Subsequently, at its March 16, 2026, meeting, the Board of City Commissioners directed the City Attorney’s Office to prepare an ordinance effectuating that recommendation.

Accordingly, the proposed ordinance is submitted for your approval.

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

Page 2
March 26, 2026
Board of City Commissioners
Amending Fargo Mun. Code § 31-0102

Sincerely,

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

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department



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

April 22, 2026

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

RE: Findings, Conclusions, and Order of the Board of City Commissioners for the City of Fargo, regarding El Agave

Dear Commissioners,

Presented for your consideration and approval please find the Findings, Conclusions, and Order in accordance with your approved motion from April 13, 2026, which found El Agave served alcohol to a person under the age of 21 and imposed a penalty.

Suggested Motion: I move to adopt the Findings, Conclusions, and Order regarding the El Agave license violation.

Sincerely,

William B. Wischer

<p>City of Fargo,</p> <p>vs.</p> <p>El Agave Mexican Restaurant LLC 2581 45th St. S. Fargo, ND</p>	<p>Findings, Conclusions, and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for El Agave</p>
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1. The Board of City Commissioners of the City of Fargo held a properly noticed administrative hearing on April 13, 2026, at approximately 6:30 p.m. in the Commission Chambers at 225 4th Street North, Fargo, North Dakota, to determine whether El Agave Mexican Restaurant LLC (El Agave), a licensed alcohol establishment, committed a violation of applicable law and, if so, the appropriate administrative penalty.

2. Assistant city attorney William Wischer, City Clerk/Deputy City Auditor Angie Bear, and Fargo Police Officer Shelby Layman appeared and presented. El Agave did not appear. The hearing was recorded.

Findings of Fact

3. On March 27, 2026, at El Agave, located in Fargo, ND, an employee of the licensee sold or served an alcoholic beverage to an individual under the age of 21.

4. Prior to the hearing, Officer Layman drafted and signed an affidavit/declaration which explained the violation (attached).

5. The declaration was provided to the Fargo City Attorney, Ian McLean, via email, on April 3, 2026, which is within 14 days of the alleged violation.

6. The hearing on the violation was scheduled for the next regular meeting of the Fargo City Commission – April 13, 2026.

7. Angie Bear, City Clerk/Deputy City Auditor, sent the licensee a copy of Officer Layman's declaration and notice of the hearing via registered mail and regular mail on April 7, 2026, which is more than 5 days before the hearing date of April 13, 2026.

8. Officer Layman testified that, during a compliance check, an underage individual was served an alcoholic beverage by an employee of the licensee. An opportunity for the licensee to speak was given, however, the licensee did not appear. An opportunity was given for members of the public to speak, however, no members of the public spoke.

9. This was El Agave's first offense in the probationary period. Fargo Municipal Code section 25-15-12(D) requires a \$500 administrative penalty for a first offense violation.

10. Because the server was server-trained and El Agave had no prior server training violations, this is a mitigating factor (NDCC § 5-02-10.1). Thus the penalty must be less than it would be without the mitigation (NDCC § 5-02-10.1). The Auditor's Office recommended a \$250 administrative penalty. The Commission finds \$250 an appropriate penalty.

11. After considering the evidence, the Commission, in a 4-1 vote (Commissioner Strand objecting), adopted the following motion, which found a violation by a preponderance of the evidence, and imposed a penalty:

Finding a person employed by the licensee, El Agave, served an individual under the age of 21, liquor, in violation of the North Dakota Century Code and Fargo Municipal Code, and imposing an administrative penalty of \$250, after consideration of mitigating factors.

Conclusions

12. All noticing and procedures under North Dakota Century Code and Fargo Municipal Code were properly followed.

13. The City of Fargo has jurisdiction over the licensee and the subject matter of this proceeding pursuant to applicable provisions of the North Dakota Century Code and Fargo Municipal Code.

14. A violation of North Dakota Century Code and Fargo Municipal Code relating to serving alcohol to a person under the age of 21 is established by a preponderance of the evidence.

Order

15. The licensee, El Agave, is found to have violated applicable provisions of the North Dakota Century Code and Fargo Municipal Code by serving alcohol to a person under the age of 21.

16. A \$250 administrative penalty is imposed.

17. This order must be served on the licensee.

18. The licensee's license is not suspended or revoked.

19. This order 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.

DATED: _____

Board of city commissioners of the City of Fargo, a
North Dakota Municipal Corporation

By _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

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

City of Fargo, vs. El Agave – 2581 45 th 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 45th 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.



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

April 22, 2026

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

RE: Findings, Conclusions, and Order of the Board of City Commissioners for the City of Fargo, regarding Chili's

Dear Commissioners,

Presented for your consideration and approval please find the Findings, Conclusions, and Order in accordance with your approved motion from April 13, 2026, which found Chili's served alcohol to a person under the age of 21 and imposed a penalty.

Suggested Motion: I move to adopt the Findings, Conclusions, and Order regarding the Chili's license violation.

Sincerely,

[Handwritten signature]

William B. Wischer

<p>City of Fargo,</p> <p>vs.</p> <p>Chili's Grill and Bar 3902 13th Ave. S. Fargo, ND</p>	<p>Findings, Conclusions, and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for Chili's</p>
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1. The Board of City Commissioners of the City of Fargo held a properly noticed administrative hearing on April 13, 2026, at approximately 6:30 p.m. in the Commission Chambers at 225 4th Street North, Fargo, North Dakota, to determine whether Chili's Grill and Bar (Chili's), a licensed alcohol establishment, committed a violation of applicable law and, if so, the appropriate administrative penalty.

2. Assistant city attorney William Wischer, City Clerk/Deputy City Auditor Angie Bear, and Fargo Police Officer Shelby Layman appeared and presented. Chili's did not appear. The hearing was recorded.

Findings of Fact

3. At Chili's, located in Fargo, ND, on March 27, 2026, an employee of the licensee sold or served an alcoholic beverage to an individual under the age of 21.

4. Prior to the hearing, Officer Layman drafted and signed an affidavit/declaration which explained the violation (attached).

5. The declaration was provided to the Fargo City Attorney, Ian McLean, via email, on April 3, 2026, which is within 14 days of the alleged violation.

6. The hearing on the violation was scheduled for the next regular meeting of the Fargo City Commission – April 13, 2026.

7. Angie Bear, City Clerk/Deputy City Auditor, sent the licensee a copy of Officer Layman's declaration and notice of the hearing via registered mail and regular mail on April 7, 2026, which is more than 5 days before the hearing date of April 13, 2026.

8. Officer Layman testified that, during a compliance check, an underage individual was served an alcoholic beverage by an employee of the licensee. An opportunity for the licensee to speak was given, however, the licensee did not appear. An opportunity was given for members of the public to speak, however, no members of the public spoke.

9. This was Chillis' second offense in the probationary period – Prior in June 2025. Fargo Municipal Code section 25-15-12(D) requires a \$750 administrative penalty for a second offense violation. The Auditor's Office recommended a \$750 administrative penalty. The Commission finds \$750 an appropriate penalty.

10. After considering the evidence, the Commission, in a 4-1 vote (Commissioner Strand objecting), adopted the following motion, which found a violation by a preponderance of the evidence, and imposed a penalty:

Finding a person employed by the licensee Chillis served an individual under the age of 21 liquor in violation of the North Dakota Century Code and Fargo Municipal Code and imposing an administrative penalty of \$750, after consideration of a prior offense within the probationary period.

Conclusions

11. All noticing and procedures under North Dakota Century Code and Fargo Municipal Code were properly followed.

12. The City of Fargo has jurisdiction over the licensee and the subject matter of this proceeding pursuant to applicable provisions of the North Dakota Century Code and Fargo Municipal Code.

13. A violation of North Dakota Century Code and Fargo Municipal Code relating to serving alcohol to a person under the age of 21 is established by a preponderance of the evidence.

Order

14. The licensee, Chili's, is found to have violated applicable provisions of the North Dakota Century Code and Fargo Municipal Code by serving alcohol to a person under the age of 21.

15. A \$750 administrative penalty is imposed.

16. This order must be served on the licensee.

17. The licensee's license is not suspended or revoked.

18. This order 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.

DATED: _____

Board of city commissioners of the City of Fargo, a
North Dakota Municipal Corporation

By _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

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

City of Fargo, vs. Chili's – 3902 13 th 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 13th 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: 4/2/26

9. Name (printed): Shelby Layman

10. Name (signed): 

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



**AUDITOR'S
OFFICE**

⑦

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: APRIL 27, 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 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 Bethlehem Lutheran Church		Dates of Activity (Does not include dates for the sales of tickets) Single 50/50 Raffle on 05/27/2026	
Organization or Group Contact Person Mike Cooper	E-mail hockeycoop@yahoo.com	Telephone Number 952-454-4190	
Business Address 613 16th Street South	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Bethlehem Lutheran Church	County Cass
Site Physical Address 613 16th Street South	City Fargo
	State ND
	ZIP Code 58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Single 50/50 Raffle on 05/27/2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Half of Proceeds from Ticket Sales	\$600 - \$1000
		<i>estimate</i>
Total (limit \$50,000 per year)		\$600 - \$1000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Church's Building Maintenance Fund

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: **\$900** (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 Mike Cooper	Telephone Number 952-454-4190	E-mail Address hockeycoop@yahoo.com
Signature of Organization Group's Permit Organizer <i>Mike Cooper</i>	Title Stewardship Board Member	Date 04/19/2026



Page 74 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

pd
cc

Applying for (check one)

[X] Local Permit [] Restricted Event Permit*

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

[] 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: Blame Bates
Dates of Activity: 05/02/2026
Organization or Group Contact Person: Ashley Bates
E-mail: info@blamebates.com
Telephone Number: 701-219-1447
Business Address: 3332 4th Ave S Ste 2e
City: Fargo
State: ND
ZIP Code: 58103

SITE INFO

Site Name: Hilton Garden Inn
County: Cass
Site Physical Address: 4351 17th Ave S.
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.)

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 prizes like \$200 Target Gift Card, \$150 Self Care Basket, and \$100 Gift Card for Gas. Total value: \$450.00.

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: Support Blame Bates mission: To empower individuals affected by mental health and substance disorders, we create supportive environ...
Does the organization presently have a state gaming license? [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? [X] No
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30? [X] 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? [X] No

Printed Name of Organization Group's Permit Organizer: Ashley Bates
Telephone Number: 701-219-1447
E-mail Address: info@blamebates
Signature of Organization Group's Permit Organizer: [Signature]
Title: Founder
Date: 4/17/2026



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 BODEN MEIER BENEFIT		Dates of Activity (Does not include dates for the sales of tickets) 5/3/26	
Organization or Group Contact Person NICOLE HOFER	E-mail NLHOFFER@HOTMAIL.COM	Telephone Number 701 371 7074	
Business Address 7636 15th ST S	City FARGO	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name ST ANNES + JOACHIM CHURCH		County CASS	
Site Physical Address 5202 25th ST S	City FARGO	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) RAFFLE BOARD 5/3/26			

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

Game Type	Description of Prize	Exact Retail Value of Prize
RAFFLE BOARD	DIAMOND HOOP EARRINGS	4500.00
Total (limit \$50,000 per year)		\$ 4500.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
BODEN MEIER ONGOING MEDICAL 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: _____ (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 NICOLE HOFER	Telephone Number 701 371 7074	E-mail Address NLHOFFER@HOTMAIL.COM
Signature of Organization Group's Permit Organizer 	Title ORGANIZER	Date 3/30/26



Page 76 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 [X] Restricted Event Permit* []
Games to be conducted
Bingo [] Raffle [X] Raffle Board [] Calendar Raffle [] Sports Pool [] Poker* [] Twenty-One* [] Paddlewheels* []

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

ORGANIZATION INFO

Name of Organization or Group: Fargo Moorhead Derby Girls
Dates of Activity: 5/2, 6/6, 8/1, 9/12, 10/10
Organization or Group Contact Person: Jessi Motschenbacher
E-mail: FMDGoperations@gmail.com
Telephone Number: 701-200-7082
Business Address: PO Box 10644
City: Fargo
State: ND
ZIP Code: 58106

SITE INFO

Site Name: John E. Carlson Coliseum
County: Cass
Site Physical Address: 807 17th Ave N
City: Fargo
State: ND
ZIP Code: 58102
Provide the exact date(s) & frequency of each event & type: Raffle - 5/2, 6/6, 8/1, 9/12, 10/10

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

Table with 3 columns: Game Type, Description of Prize, Exact Retail Value of Prize. Entry: 50/50 raffle, Cash, \$800. Total (limit \$50,000 per year) \$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: Donations to local charities
Does the organization presently have a state gaming license? [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? [X] Yes
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30? [X] Yes - Total Retail Value: 356
Is the organization or group a state political party or legislative district party? [X] No

Printed Name of Organization Group's Permit Organizer: Jessi Motschenbacher
Telephone Number: 701-200-7082
E-mail Address: FMDGoperations@gmail.com
Signature of Organization Group's Permit Organizer: [Signature]
Title: Treasurer
Date: 3/20/25



Page 77 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (8-2025)

4/10

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group North Dakota Academy of Physician Assistants		Dates of Activity (Does not include dates for the sales of tickets) May 8, 2026	
Organization or Group Contact Person Vicki Kjos	E-mail ndapaboard@gmail.com	Telephone Number 701-361-4074	
Business Address 1412 Cottonwood Ave	City Minot	State ND	ZIP Code 58701
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo Air Museum	County Cass
Site Physical Address 1609 19th Ave N	City Fargo
	State ND
	ZIP Code 58102

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

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 raffle	Fifty percent of tickets sold	Fifty percent of tickets sold
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
To fund scholarships for students attending the Physician Assistant program at UND.

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 Vicki Kjos	Telephone Number 701-271-9191	E-mail Address vlpjones@hotmail.com
Signature of Organization Group's Permit Organizer <i>Vicki L Kjos</i>	Title <i>ND APA Board member</i>	Date <i>4-10-2026</i>

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Project No.: QN-23-B1
NDDOT Project No.: TMA-SU-8-984(187) PCN 24429

Type: Cost Participation and Maintenance Agreement

Location: 40th Ave S & Red River

Date of Hearing: 4/20/2026

<u>Routing</u>	<u>Date</u>
City Commission	4/27/2026
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreement (CPM) with NDDOT for the Construction of a new pedestrian bridge over the Red River at 40th Avenue South.

Funding for the project will consists of Federal Funds, COF Sales Tax, & City of Moorhead Funds. The estimated construction cost is \$7,100,00. The breakdown in funding is as follows:

Federal Funds (STBG) from NDDOT:	\$2,720,000
Federal Funds (STBG) from MNDOT:	\$2,312,000
Federal Funds (CRP) from MNDOT:	\$ 50,000
Federal Funds (TAP) from MNDOT:	\$ 450,000
Local Funds – Sales Tax or Prairie Dog - Fargo:	\$ 680,000
Local Funds – Moorhead:	\$ 888,000

Staff is recommending approval of the CPM Agreement.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of the CPM Agreement with the NDDOT.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the CPM Agreement with the NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Funds, COF Sales Tax or Prairie Dog & City of Moorhead Funds

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

Yes	No
	N/A
	N/A
	N/A


COMMITTEE

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

Present	Yes	No	Unanimous
			<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"/>	
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ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy Gorden, PE, PTOE
Division Engineer - Transportation
Date: April 15, 2026
Re: Project No. QN-23-B1 – Approval of Cost, Participation and Maintenance (CPM) Agreement with the NDDOT for Pedestrian Bridge Project
40th Avenue South over the Red River
NDDOT Project No TMA-SU-8-984(187) PCN 24429

Background:

I have attached a CPM Agreement from the Local Government Division of the NDDOT for the construction of a new pedestrian bridge over the Red River at 40th Avenue South. This project is a cooperative project between Mn/DOT, NDDOT, the City of Moorhead and the City of Fargo.

The estimated construction cost is \$7,100,000. The breakdown in funding is as follows:

- Federal funds (STBG) from NDDOT \$2,720,000
- Federal funds (STBG) from Mn/DOT \$2,312,000
- Federal funds (CRP) from Mn/DOT \$ 50,000
- Federal funds (TAP) from Mn/DOT \$ 450,000
- Local funds – Sales Tax – Fargo \$ 680,000
- Local funds – Moorhead \$ 888,000

This project is set to bid this August and begin in the fall. The project will be added to the 2026 CIP at the April 27, 2026, City Commission meeting.

This project is tentatively set to have a 2-year construction timeline, and is anticipated to open to the public in 2028.

Recommended Motion:

I recommend approval of the CPM Agreement.

JMG/klb
Attachment

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 04/08/2026

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project
TMA-SU-8-984(187) PCN 24429

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Fargo on 40th Ave S from University to over Red River (BlueStem) project.

Contract # 38260257

- The type of work is Shared Use Path and Pedestrian Bridge
- The TMA-SU Federal Funds for this project is limited to \$ 2,720,000.
- Any costs over the above limited amount will be City responsibility.
- The NDDOT to transfer federal funds to MNDOT in federal fiscal year 2027 in accordance with the funding transfer agreement between two states.
- If an appropriations bill is not passed by Congress for 2027 fiscal year, city of Fargo will be responsible for the federal funds amount.
- There's a one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Stacey Hanson
Derek Pfeifer
Nicole Lagasse
Jeremy Gorden - Transportation Division Engineer
City of Fargo Officials
Seng Marohl
Legal
Chad Orn
Stacey Hanson

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Marohl, Sengaroun

Telephone: 701-328-4449

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date:

Project No. TMA-SU-8-984(187) PCN: 24429

LPA: CITY OF FARGO

Location: FARGO 40TH AVE BLUESTEM PED BRIDGE OVER RED RIVER

Type of Improvement: SHARED USE PATH, PEDESTRIAN BRIDGE

Length: 670'

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of City of Fargo, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the MNDOT construct the project and the LPA to maintain this project according to the terms and conditions set forth in this agreement.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$2,720,000 for the North Dakota side of the project. The balance of the North Dakota side of the project is the obligation of the LPA.

Additional Funding Clause

NDDOT to transfer federal funds to MNDOT in federal fiscal year 2027 in accordance with the funding transfer agreement between the two states. If an appropriations bill is not passed by Congress for 2027 fiscal year, city of Fargo will be responsible for the federal funds amount.



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
2. To assume full responsibility for the operation and maintenance of any facility constructed or improved under this agreement.
3. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
4. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
5. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

PART II

Contracting and Construction:

1. During the construction of the project, the LPA will:
 - a. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.



5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will transfer federal funds to MNDOT in accordance with the transfer funds agreement. MN Agreement No. 1062768 and ND Agreement No. 38260238.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
7. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of City of Fargo, North Dakota, the date last below signed.

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of City of Fargo

*

Dr. Timothy J. Mahoney

NAME (TYPE OR PRINT)

SIGNATURE

* Mayor

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT) *SH*

Derek Pfeifer

SIGNATURE

04/09/26

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT) *M*

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27; C.M. 03/25/2026



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of City of Fargo will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at Fargo, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of City of Fargo

SIGNATURE

Dr. Timothy J. Mahoney
NAME (TYPE OR PRINT)

DATE

SIGNATURE

* Mayor
TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27; C.M. 03/25/2026



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**Parties:** State – State of North Dakota, its agencies, officers and employees**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-25



Docusign Envelope ID: F84E48EC-6EB1-84D9-82BE-AA8216FB652C

MINNESOTA DEPARTMENT OF TRANSPORTATION CITY OF MOORHEAD

CONSTRUCTION PLAN FOR BRIDGE NO. R1122, APPROACHES, SHARED-USE PATH, AND LIGHTING

LOCATED ON SHARED-USE PATH OVER RED RIVER - 1.5 MI W. OF THE ICT. OF U.S. HWY 75 AND C.R. 75 (GEOGRAPHIC DESCRIPTION)

FROM 1.2 MI W. OF THE NE CORNER OF SEC. 31, T139N, R48W (LEGAL DESCRIPTION)

TO 0.72 MI W. OF THE NE CORNER OF SEC. 31, T139N, R48W (LEGAL DESCRIPTION)

STATE PROJECT NO. 144-090-020

GROSS LENGTH	2216.60	FEET	0.420	MILES
BRIDGES-LENGTH	670.75	FEET	0.127	MILES
EXCEPTIONS-LENGTH	213.95	FEET	0.041	MILES
NET LENGTH	2002.65	FEET	0.373	MILES

LEGEND

ROAD AND ROADWAY FEATURES

- Proposed Road
- Existing Road
- Proposed Shared-Use Path
- Proposed Shared-Use Path with Stormwater Profile
- Proposed Shared-Use Path with Stormwater Profile and Gravel Path
- Proposed Shared-Use Path with Stormwater Profile and Gravel Path and Stormwater Profile
- Proposed Shared-Use Path with Stormwater Profile and Gravel Path and Stormwater Profile and Gravel Path and Stormwater Profile
- Proposed Shared-Use Path with Stormwater Profile and Gravel Path and Stormwater Profile and Gravel Path and Stormwater Profile and Gravel Path and Stormwater Profile

ROAD SYSTEM DESIGNATIONS

- Interstate
- State Highway
- State Aided Road
- County Road
- Local Road
- Proposed Road

RAILROADS

- Proposed Railroad
- Existing Railroad

STRUCTURES

- Center of Spans over 70' each
- Center of Spans 30' to 70'
- Center of Spans 1500' span and over
- Center of Spans 1500' span and over

BOUNDARIES

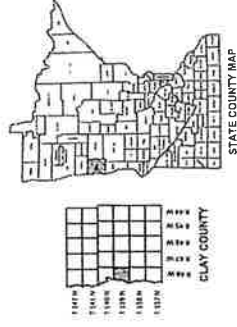
- City
- County
- State
- Water
- Other Structures

OBSTACLES

- Proposed
- Existing

OBSTACLES

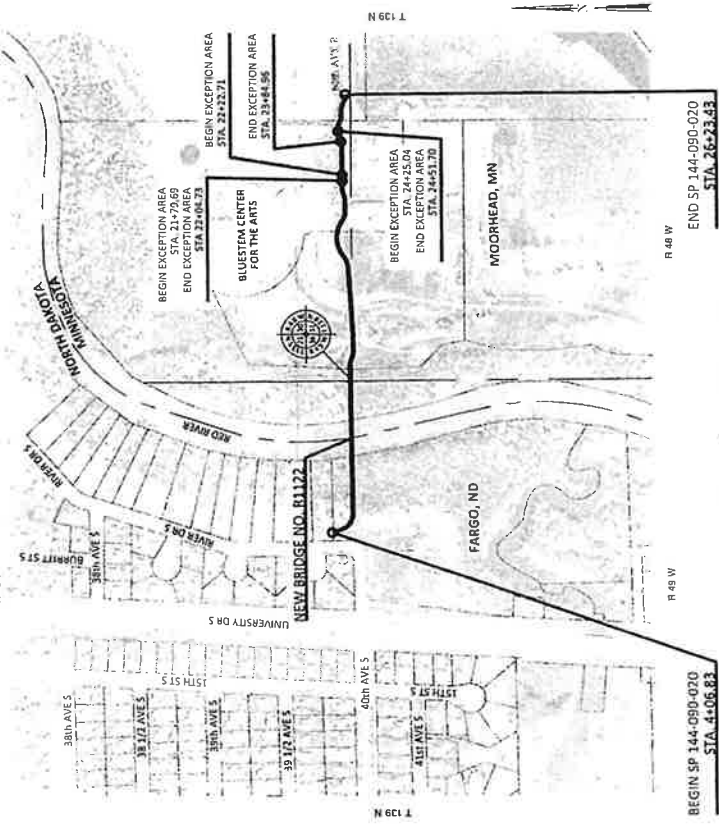
- Proposed
- Existing



UTILITIES:

- GOPHER STATE ONE CALL 800-252-4146
- NORTH DAKOTA ONE CALL 811 or NODNECALL.COM
- 702 COMMUNICATIONS 215-284-5702

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".



HOUSTON
engineering, Inc.

1000 13th St SW
Fargo, ND 58103

MIN S.P. 144-090-020
BRIDGE NO. R1122
ND PCN 24429

HEI 6019-0141

GOVERNING SPECIFICATIONS

THE 2013 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", SHALL GOVERN ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST AMENDED, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL LAYOUTS.

LIST OF SHEETS

- GENERAL AND SHARED-USE PATH PLANS
- STATEMENT OF ESTIMATED QUANTITIES
- TABULATIONS
- TYPICAL SECTIONS
- GENERAL DETAILS
- BRIDGE PLAN AND PROFILE
- GRAVEL PATH AND STORM LEVER PROFILES
- DETAILED GRADING PLAN
- EROSION CONTROL
- TRAFFIC CONTROL & ACCESS PLAN
- SIGNING PLAN AND NOTES
- CONSTRUCTION DETAILS, TABULATIONS, DETAILS, & WIRING DIAGRAM
- CROSS SECTIONS
- BRIDGE PLANS
- B1-B4
- B5
- B6-B15
- B16-B33
- B34
- B35
- B36-B37
- B38-B39
- B40-B41
- B42-B43
- B44-B45
- B46-B47
- B48-B49
- B50-B51
- B52-B53
- B54-B55
- B56-B57
- B58-B59
- B60-B61
- B62-B63
- B64
- B65
- B66-B67
- B68
- B69
- B70

DESIGN DESIGNATION

FUNCTIONAL CLASSIFICATION	3
NO. OF TRAFFIC LANES	3
SURFACE WIDTH	30 FT
SHOULDER WIDTH	2 FT
DESIGN SPEED	30 MPH
DESIGN SPEED BASED ON SIGHT DISTANCE	4.5 FT
HEIGHT OF EYE	5.0 FT
HEIGHT OF OBJECT	0.0 FT
DESIGN SPEED NOT ACHIEVED AT	N/A

DESIGN ENGINEER: MICHAEL P. LOVE
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: *Michael P. Love* DATE: 3/12/2026
LICENSE NO.: 49276
APPROVED FOR APPROVAL: *Tom Kowalski* DATE: 3-12-2026
TOWNSHIP ENGINEER: *Tom Kowalski* DATE: 3/12/2026
CITY ENGINEER: *Tom Kowalski* DATE: 3/26/26
DIRECT STATE AID ENGINEER: *Tom Kowalski* DATE: 3/26/26
FEDERAL AID RULES/POLICY

Certificate Of Completion

Envelope Id: F84E46EC-6EB1-84D9-82BE-AA8216FB852C

Status: Sent

Subject: Contract #38260257: Please DocuSign: CPM Agreement for Fargo BlueStem Ped Bridge project PCN 24429

Contract Number: 38260257

PCN: 24429

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

Sengaroun Marohl

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

smarohl@nd.gov

IP Address: 165.234.92.120

Record Tracking

Status: Original

Holder: Sengaroun Marohl

Location: DocuSign

4/8/2026 11:19:37 AM

smarohl@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of
Transportation CLOUDSecurity Level: Email, Account Authentication
(None), Authentication

St

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 4/8/2026 11:57:56 AM

Viewed: 4/8/2026 3:23:31 PM

Signed: 4/8/2026 3:24:52 PM

Authentication Details

SMS Auth:

Transaction: 106e3c2b-a73d-42a2-8d86-8dd80dd43389

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 4/8/2026 3:23:25 PM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Derek Pfeifer

ddpfeifer@nd.gov

Local Gov Eng

Security Level: Email, Account Authentication
(None), Authentication

Derek Pfeifer

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 4/8/2026 3:24:54 PM

Viewed: 4/9/2026 1:35:45 PM

Signed: 4/9/2026 1:37:34 PM

Authentication Details

SMS Auth:

Transaction: 87f89fd3-04b1-4d35-8b09-f44532d1717d

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 4/9/2026 1:35:34 PM

Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Signature

Timestamp

Nicole Lagasse
nmlagasse@nd.gov
Assistant CFO



Sent: 4/9/2026 1:37:36 PM
Viewed: 4/9/2026 3:33:59 PM
Signed: 4/9/2026 3:34:52 PM

Carahsoft OBO North Dakota Department of
Transportation CLOUD
Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style
Using IP Address: 2605:4a80:7403:90e0::a35
Signed using mobile

Authentication Details

SMS Auth:
Transaction: 2087fa33-0966-490b-b49c-9466c433dc9d
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 4/9/2026 3:33:52 PM
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sengaroun Marohl
smarohl@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Stacey Hanson
 smhanson@nd.gov
 Security Level: Email, Account Authentication (None), Authentication
 Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> VIEWED </div> Using IP Address: 165.234.253.12	Sent: 4/8/2026 11:19:52 AM Viewed: 4/8/2026 11:21:04 AM Completed: 4/8/2026 11:57:55 AM

Agent Delivery Events	Status	Timestamp
Jeremy Gorden JGorden@FargoND.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 4/9/2026 3:34:55 PM Viewed: 4/14/2026 4:40:04 PM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Legal Admin
 dotlegaladmin@nd.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure: Not Offered via DocuSign

Legal Admin
 dotlegaladmin@nd.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure: Not Offered via DocuSign

Aaron Murra
 amurra@nd.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure: Not Offered via DocuSign

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	4/8/2026 11:19:52 AM
Envelope Updated	Security Checked	4/8/2026 11:57:55 AM
Envelope Updated	Security Checked	4/8/2026 11:57:55 AM
Envelope Updated	Security Checked	4/8/2026 11:57:55 AM
Envelope Updated	Security Checked	4/8/2026 11:57:55 AM
Envelope Updated	Security Checked	4/8/2026 11:57:56 AM
Envelope Updated	Security Checked	4/8/2026 11:57:56 AM
Envelope Updated	Security Checked	4/8/2026 11:57:56 AM
Envelope Updated	Security Checked	4/8/2026 11:57:56 AM

Payment Events	Status	Timestamps
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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Project No.: QN-23-B1
NDDOT Project No.: TMA-SU-8-984(187) PCN 24429

Type: 2026 CIP Revision

Location: 40th Ave S & Red River

Date of Hearing: 4/20/2026

<u>Routing</u>	<u>Date</u>
City Commission	4/27/2026
PWPEC File	X
Project File	Christine Goldader

The Committee reviewed the accompanying correspondence from Civil Engineer, Jeremy Gorden, regarding the addition of Project No. QN-23-B1 to the 2026 CIP.

The project is scheduled to be bid August 2026, with construction to be administered during the 2026 construction season through 2028.

The estimated construction cost is \$7,100,00. The breakdown in funding is as follows:

Federal Funds (STBG) from NDDOT:	\$2,720,000
Federal Funds (STBG) from MNDOT:	\$2,312,000
Federal Funds (CRP) from MNDOT:	\$ 50,000
Federal Funds (TAP) from MNDOT:	\$ 450,000
Local Funds – Sales Tax or Prairie Dog - Fargo:	\$ 680,000
Local Funds – Moorhead:	\$ 888,000

Staff is recommending the addition of QN-23-B1 to the 2026 CIP.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of the addition of Project QN-23-B1 to the 2026 CIP.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the addition of Project QN-23-B1 to the 2026 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Funds, COF Sales Tax or Prairie Dog & City of Moorhead Funds

	<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>
				<u> <input checked="" type="checkbox"/> </u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gary Lorenz, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Christine Goldader, Civil Engineer II

Date: April 15, 2026

Subject: Addition of Project No. QN-23-B to the 2026 CIP
40th Avenue South Pedestrian Bridge

Background:

This project has not yet been formally included in the Capital Improvement Plan (CIP). Engineering is requesting approval to add Project No. QN-23-B1 to the 2026 CIP. The project is scheduled to be bid August 2026, with construction to be administered during the 2026 construction season through 2028. This project is a cooperative project between Mn/DOT, NDDOT, the City of Moorhead and the City of Fargo.

The project limits extend from River Drive South across the Red River into Moorhead Municipal Boundary on 40th Avenue South.

The project scope includes construction of a new pedestrian bridge with lighting across the Red River and shared use path connections to the existing facilities on both sides of the river.

The estimated construction cost is \$7,100,000. The funding for this project is broken out as follows:

Federal funds (STBG) from NDDOT	\$2,720,000
Federal funds (STBG) from Mn/DOT	\$2,312,000
Federal funds (CRP) from Mn/DOT	\$ 50,000
Federal funds (TAP) from Mn/DOT	\$ 450,000
Local funds – Sales Tax – Fargo	\$ 680,000
Local funds – Moorhead	\$ 888,000

The bridge will be funded with 80% Federal Funds and 20% City Funds. The 20% City Funds will be split 50/50 between the City of Fargo and the City of Moorhead for the bridge structure. In addition, the City of Fargo will only be responsible for the shared use path within the City of Fargo's municipal boundary.

Recommended Motion:

Approve and add Project QN-23-B1 to the 2026 CIP.



COVER SHEET
CITY OF FARGO PROJECTS

(10)

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:

Paving and Utility Rehab/Reconstruction

Project No. QN-23-B

Call For Bids April 27, 2026

Advertise Dates May 4, 11 & 18, 2026

Bid Opening Date August (MNDOT), 2026

Substantial Completion Date October 1, 2027

Final Completion Date October 31, 2027

X PWPEC Report

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (to be bid by NDDOT)

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

X Notice to Property Owners (Doug Durgin)

N/A Supplemental Funding Language Included

Project Engineer Christine Goldader

Phone No. (701) 476 - 6636

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
NEW PEDESTRIAN BRIDGE
PROJECT NO. QN-23-B1

Nature & Scope

The City of Fargo, in cooperation with the Minnesota Department of Transportation, North Dakota Department of Transportation, and the City of Moorhead, is proposing to construct a pedestrian bridge over the Red River at 40th Avenue South. The project will include the design and construction of the bridge structure, associated approach paths, grading, and tie-ins to existing and proposed pedestrian and bicycle facilities on both sides of the river.

Purpose

This project is needed to provide pedestrian connectivity across the Red River at 40th Avenue South between the cities of Fargo and Moorhead.

Feasibility

The estimated cost of construction is \$ 6,565,833.25. The project will be funded by Federal, City of Moorhead, and City of Fargo Prairie Dog Funds. The cost breakdown is as follows:

Construction Cost		\$	6,565,833.25
Amount Federally Funded (STBG) from NDDOT		\$	2,720,000.00
Amount Federally Funded (STBG) from MNDOT		\$	2,312,000.00
Amount Federally Funded (CRP) from MNDOT		\$	50,000.00
Amount Federally Funded (TAP) from MNDOT		\$	450,000.00
Amount State Funded		\$	5,532,000.00
Amount Locally Funded - City of Moorhead		\$	680,820.13
Total City of Moorhead Project Cost:		\$	680,820.13
Amount Locally Funded - City of Fargo		\$	353,013.13
Plus 4% Administration Fee:		\$	14,120.53
Plus 4% Interest Fee:		\$	14,120.53
Plus 5% Contingency:		\$	17,650.66
Total City of Fargo Project Cost:		\$	398,904.84
Total Estimated Construction Cost:		\$	6,611,724.97
Miscellaneous Costs			
Outside Design Engineering split 50/50 City of Fargo and City of Moorhead:		\$	618,000.00
Total Estimated Local Project Cost:		\$	618,000.00
Total Estimated Project Cost w/ Fees:		\$	7,229,724.97
Project Funding Summary			
Federal Funds	76.52%	\$	5,532,000.00
City of Moorhead Funds	13.69%	\$	989,820.13
City of Fargo Funds - Prairie Dog	9.79%	\$	707,904.84

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.
 City Engineer



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Project No.: QN-23-B1
NDDOT Project No.: TMA-SU-8-984(187) PCN 24429

Type: Wetland Credits Purchase

Location: 40th Ave S & Red River

Date of Hearing: 4/20/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/27/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Christine Goldader</u>

The Committee reviewed the accompanying correspondence from Civil Engineer, Christine Goldader, regarding the purchase of wetland credits necessary for Project No. QN-23-B1.

An application has been submitted for a Department of the Army Section 404 permit under the Clean Water Act. Since the pedestrian bridge project will affect wetlands, the U.S. Army Corps of Engineers requires the project sponsor to complete compensatory off-site wetlands mitigation through the purchase of mitigation credits from an authorized provider.

Staff is recommending approval of payment to Tetonka, LLP in the amount of \$4,800 for the purchase of wetland credits.

On a motion by Tim Mahoney, seconded by Brenda Derrig, the Committee voted to recommend approval of the purchase of wetland credits in the amount of \$4,800.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the purchase of wetland credits in the amount of \$4,800.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Funds, COF Sales Tax or Prairie Dog, & City of Moorhead Funds


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

COMMITTEE

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

ATTEST:

C: Kristi Olson



 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Christine Goldader, Project Manager
Date: April 13, 2026
Re: Project No. QN-23-B1 – Wetland Credits Purchase

Background:

The City of Fargo, in conjunction with the City of Moorhead, NDDOT, MNDOT, and Houston Engineering, Inc., are in the final stages of project design for a pedestrian bridge spanning the Red River. The proposed bridge will connect the shared use path along River Drive South and 40th Avenue South in Fargo to a new shared use path on the Bluestem Amphitheater and Trollwood Performing Arts Center site in Moorhead.

An application has been submitted for a Department of the Army Section 404 permit under the Clean Water Act. Since the pedestrian bridge project will affect wetlands, the U.S. Army Corps of Engineers requires the project sponsor to complete compensatory off-site wetlands mitigation through the purchase of mitigation credits from an authorized provider.

Prices were obtained from two authorized providers of wetland credits in North Dakota. The cost of the 0.10 acres of credits needed was \$6,300 from Ducks Unlimited and \$4,800 from Tetonka. The lowest price available to meet the requirements of the U.S. Army Corps of Engineers was for \$4,800.00 provided by Tetonka for the Mekinock Bank Site in North Dakota.

The attached invoice from Tetonka, LLP, in the amount of \$4,800.00, fulfills the U.S. Army Corps of Engineers' requirement to mitigate the wetland impacts of the proposed bridge.

Recommended Motion:

Approve the payment of \$4,800.00 to Tetonka, LLP for the purchase of wetland credits necessary for Project No. QN-23-B1 and authorize the Mayor to sign the Purchase Agreement.

CAG/klb
Attachments

**WETLANDS MITIGATION CREDIT
PURCHASE AGREEMENT**
Mekinock Bank Site

This Wetlands Mitigation Credit Purchase Agreement (this “Agreement”) is entered into effective this ____ day of _____, 2026 (the “Effective Date”), between **Tetonka, LLP** (“Tetonka”), a South Dakota limited liability partnership, with its principal offices in Sioux Falls, South Dakota and **City of Fargo** (“Permittee”), with its principal offices in Fargo, North Dakota.

RECITALS

A. Permittee proposes to impact wetlands on project known as, and located on real property legally described as set forth below, pursuant to the terms and conditions of Permittee’s mitigation plan (the “Mitigation Plan”):

Sections 25 and 36, Township 139N, Range 49W Cass County, North Dakota (the “Project Site”).
“Red River Pedestrian Bridge Project” (the “Project”)

B. Permittee is the applicant for a Department of the Army Section 404 permit, application number **NWO-2025-01620-BIS** to be issued pursuant to 33 C.F.R. Part 325, implemented under the Clean Water Act (the “Section 404 Permit”).

C. The U.S. Army Corps of Engineers, Omaha District (the “Corps”) has required or will require Permittee to complete compensatory off-site wetlands mitigation (the “Mitigation Requirement”) through the purchase of mitigation credits (the “Credits”) from Tetonka.

D. Tetonka is in the business of wetlands mitigation. Tetonka is the sponsor of the Mekinock Bank Site in North Dakota under the Mekinock Bank Site Plan (the “Bank Site Plan”). The Corps has authorized Tetonka to complete the Mitigation Requirement as contemplated herein by the Corps’ signature on the Bank Site Plan.

E. Permittee desires to transfer to Tetonka, and Tetonka desires to accept from Permittee, legal responsibility for the Mitigation Requirement pursuant to the terms and conditions of this Agreement, the Bank Site Plan and the Section 404 Permit.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties enter into the following:

AGREEMENT

1. Recitals Substantive. The above recitals are deemed substantive and incorporated herein by this reference.

2. Section 404 Permit Approval. Permittee agrees to diligently and in good faith endeavor to secure the Section 404 Permit. In any event, if Permittee has not obtained the Section 404 Permit within 6 months of the date of this Agreement, Tetonka may terminate this Agreement upon written notice to Permittee, at which time neither party will have any liability to the other.

3. Sale of Credits. Upon the Corps's issuance and Permittee's acceptance of the Section 404 Permit, to include the transfer to Tetonka of the legal responsibility for the Mitigation Requirement, and the approval of the sale of **.10 wetland mitigation acre-credits**, Permittee agrees to purchase from Tetonka, and Tetonka agrees to sell to Permittee, **.10 wetland mitigation acre-credits (TYPE)**. The total purchase price will be **\$4,800** (the "Purchase Price").

4. Payment. Within a timely period of Permittee's receipt of the Permit, Permittee will pay the Purchase Price. Upon receipt of the Purchase Price, and pursuant to Section 13, below, Tetonka will deliver to Permittee a Bill of Sale and will deliver to the Corps a notice of acceptance of Mitigation Requirement.

Permittee is solely responsible for payment of all taxes and charges, now or hereafter imposed (whether by federal, state, municipal or other public authority), by reason of this Agreement or its performance, including but not limited to, sales or use taxes, but excluding any income tax imposed upon the net profits of Tetonka. Tetonka may pay the taxes required, in which event Permittee will reimburse Tetonka for the amount of taxes paid within ten days of Tetonka's request for reimbursement.

5. Party Responsible for Mitigation Requirement; Indemnification. Legal responsibility for the Mitigation Requirement will be transferred from Permittee to Tetonka upon the last to occur of the execution and signing by both Permittee and the Corps of the Section 404 Permit meeting the requirements of this Agreement and the timely payment of the Purchase Price. At such time as Tetonka has assumed legal responsibility for the Mitigation Requirement, and at all times thereafter, the parties agree that the following indemnification provisions will be in full force and effect:

A. Tetonka will indemnify, defend and hold harmless Permittee and its officers, directors, agents, employees, successors and assigns, including subsequent owners and mortgagees of the Project Site (the "Permittee Indemnitees"), against any liability, damage, loss or expense, including reasonable attorneys' fees, incurred by or imposed upon any of the Permittee Indemnitees in connection with any claims, administrative actions, legal actions or demands arising out of any theory of liability (including without limitation actions in the form of regulatory enforcement, tort, warranty or strict liability, and regardless of whether such action has any factual basis) with respect to Tetonka's obligation to complete and maintain the Mitigation Requirement and with respect to Tetonka's breach or violation of any laws for the protection of the environment as they apply to the Bank Site Plan; provided, however, that such indemnification will not apply to any liability, damage, loss or expense to the extent directly

attributable to Permittee's breach of or default under the Section 404 Permit, exclusive of the Mitigation Requirement assumed by Tetonka hereunder, and for any other breach or violation of any laws for the protection of the environment as they apply to the Project Site.

B. Permittee will indemnify, defend and hold harmless Tetonka and its officers directors, agents, employees, successors and assigns including subsequent owners and mortgagees of the bank sites developed under the Bank Site Plan (the "Tetonka Indemnitees"), against any liability, damage, loss or expense, including reasonable attorneys' fees, incurred by or imposed upon any of the Tetonka Indemnitees in connection with any claims, suits, administrative actions, legal actions or demands arising out of any theory of liability (including without limitation actions in the form of regulatory enforcement, tort, warranty or strict liability, and regardless of whether such action has any factual basis) concerning the Mitigation Plan, the Section 404 Permit and concerning the breach or violation of any laws for the protection of the environment as they apply to the Project Site; provided, however, that such indemnification will not apply to any liability, damage, loss or expense to the extent directly attributable to Tetonka's breach of or default under the Mitigation Requirement and for any other breach or violation of any laws for the protection of the environment as they apply to any bank site.

C. The Tetonka Indemnitees agree to provide to Permittee in the event subsection A above applies, and the Permittee Indemnitees agree to provide to Tetonka in the event subsection B above applies (for purposes of this subsection C, each of Permittee and Tetonka will be referred to as "Indemnitor", as is applicable under the circumstances) with prompt written notice of any claim, administrative action, legal action or demand for which indemnification is sought under this Agreement. Indemnitor agrees, at its own expense, to provide attorneys reasonably acceptable to the Indemnitees to defend against any such claim, administrative action, legal action or demand. With respect to any claim, administrative action, legal action or demand that Indemnitor acknowledges to be covered by the indemnification contained in A above, Indemnitees must cooperate fully with Indemnitor in such defense and must permit Indemnitor to conduct and control such defense and the disposition of such claim, administrative action, legal action or demand, including all decisions relative to the defense, appeal and settlement thereof; provided, however, that any Indemnitee will have the right to retain its own attorneys, at the expense of Indemnitor, if representation of such Indemnitee by the attorneys retained by Indemnitor would be inappropriate because of actual or potential differences in the interests of any of the Indemnitees and Indemnitor represented by such attorneys. Indemnitor agrees to keep Indemnitees informed of the progress in the defense and disposition of such claim, administrative action, legal action or demand, and to consult with Indemnitees with regard to any proposed settlement.

6. Transfer of Credits Prohibited. "Transfer" means a sale, assignment, transfer, gift, exchange or other disposition, including by operation of law, of all or any part of a Credit to any person or entity. Permittee will not Transfer the Credits. Any Transfer or attempted Transfer of the Credits is void, and Tetonka will not assume legal responsibility for the Mitigation Requirement upon any Transfer or attempted Transfer of the Credits. This paragraph will survive the Closing of the transaction contemplated herein.

7. Permittee's Representations, Warranties and Covenants. Permittee represents, warrants and covenants that:

A. Purchaser is a duly organized municipality in good standing under the laws of North Dakota and has obtained all authority and action necessary to accomplish the transaction contemplated by this Agreement.

B. This Agreement has been duly executed and delivered by Permittee and constitutes the legal, valid and binding obligation of Permittee, enforceable against it in accordance with its terms.

C. Permittee will at all times comply with the terms of this Agreement, the Mitigation Plan and the Section 404 Permit.

8. Tetonka's Representations, Warranties and Covenants. Tetonka represents, warrants and covenants that:

A. Tetonka is a duly organized South Dakota limited liability partnership in good standing under the laws of South Dakota, validly authorized to do business in North Dakota, and has obtained all company authority and actions necessary to accomplish the transaction contemplated by this Agreement.

B. This Agreement has been duly executed and delivered by Tetonka and constitutes the legal, valid and binding obligation of Tetonka, enforceable against it in accordance with its terms.

C. Tetonka will at all times comply with the terms of this Agreement and the Bank Site Plan.

9. Survival of Representations, Warranties and Covenants. The representations, warranties and covenants set forth in this Agreement are continuing and will made again by the parties as of the Closing and will survive the Closing of the transaction contemplated herein.

10. Permittee's Condition Precedent. Permittee's obligation to close the transaction contemplated by this Agreement is subject to fulfillment of or waiver by Permittee of the following condition:

A. The Corps must have issued the Section 404 Permit in accordance with the terms and conditions of this Agreement, including within the time as set forth in Section 2 above, and the Mitigation Plan, including but not limited to, the Corps's authorization for Permittee to purchase the number of Credits as set forth in Section 3 above.

If Permittee terminates this Agreement pursuant to this Section, neither party will have any liability to the other, except Tetonka retains the Down Payment, if any.

11. Tetonka's Condition Precedent. Tetonka's obligation to close the transaction contemplated by this Agreement is subject to fulfillment of or waiver by Tetonka of the following condition:

A. The Corps must have issued the Section 404 Permit in accordance with the terms and conditions of this Agreement, including within the time as set forth in Section 2 above, and the Mitigation Plan, including but not limited to, the Corps's authorization for Permittee to purchase the number of Credits as set forth in Section 3 above.

If Tetonka terminates this Agreement pursuant to this Section, neither party shall have any liability to the other and Tetonka will return the Down Payment, if any, to Permittee.

12. Deliveries by Permittee. Permittee must timely deliver to Tetonka the payment specified above, and in addition thereto, the following documents, reports, notices and information at such times as are set forth below:

A. Prior to or contemporaneous with Permittee's execution of this Agreement, Permittee's Mitigation Plan.

B. Within a reasonable period from Permittee's receipt, in a form acceptable to Permittee, the unsigned Section 404 Permit proposed by the Corps.

C. Within a reasonable period from Permittee's receipt, the Section 404 Permit signed by the Corps.

D. Within a reasonable period from Permittee's receipt, all amendments to Permittee's Mitigation Plan and/or the Section 404 Permit approved by the Corps. If the Mitigation Plan is amended and the credit number changes, the Agreement will be modified to reflect the then current number of credits to be purchased. An upward adjustment in the number of credits to be purchased may require an additional Down Payment, but the Down Payment, if any, will remain as originally stated in the event of a downward adjustment in the number of credits to be purchased.

E. Within a reasonable period from Permittee's receipt, all notices of default, waivers of default and reinstatements following default issued by the Corps with respect to Permittee's Mitigation Plan and/or the Section 404 Permit.

13. Deliveries by Tetonka. Tetonka must timely deliver to the parties designated below the following documents:

A. To Permittee, a Bill of Sale, in the form set forth on **Exhibit A**, attached hereto and incorporated herein by reference; and

B. To Permittee and the Corps, a notice of acceptance of responsibility for the Mitigation Requirement, in the form set forth on **Exhibit B**, attached hereto and incorporated herein by reference.

14. Notice to Corps. If for any reason this Agreement is terminated or otherwise fails to close, as provided herein, or upon a Transfer or attempted Transfer, Permittee authorizes Tetonka to notify the Corps of the termination and that Tetonka will not be responsible for the Mitigation Requirement.

15. Default; Remedies. It is understood and agreed that if one or more of a party's warranties and representations is untrue or becomes untrue prior to or as of the Closing, or if a party defaults in the performance or compliance with any term or condition hereof, the other party may resort to any and all legal remedies or combination of legal remedies allowed by law. The party in default agrees to pay all attorneys' fees and other costs and expenses incurred by the other party in enforcing any of the defaulting party's obligations under this Agreement. Permittee must be given written notice of any default in payment, and termination of this Agreement and the pursuit of other remedies will not result if within ten days of the giving of such notice, Permittee has corrected the default in payment. Upon any other default or breach other than failure to timely make payment of the Purchase Price, the party in default must be given written notice of default, and termination of this Agreement and the pursuit of other remedies will not result if the party in default has taken action reasonably likely to affect such correction within a reasonable time, but in any event, no longer than thirty days, all to the other party's satisfaction, in its sole and absolute discretion.

16. Further Assurances. Subject to the terms and conditions of this Agreement, each of the parties agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

17. Notices. Any notice or other communication required or permitted to be given to the parties hereto will be deemed to have been given if hand delivered, or mailed by certified or registered mail, return receipt requested, first class postage prepaid, addressed as follows:

If to Purchaser: **The City of Fargo**
225 4th St N
Fargo, North Dakota 58102

If to Tetonka: **Tetonka, LLP**
401 East 8th Street, Suite 211
Sioux Falls, South Dakota 57103

18. Confidentiality. Permittee agrees that, to the extent permitted by applicable law, the terms of this Agreement are confidential, and that Permittee may not disclose the terms of this Agreement to any party without the written consent of Tetonka. Notwithstanding the foregoing, Permittee may disclose the existence or terms of this Agreement to its attorneys, accountants, and employees. Permittee agrees to inform any such party of the confidential nature of this Agreement. Further, Permittee may disclose the existence and terms of this Agreement to the Corps.

19. Assignment. This Agreement may not be assigned by Permittee unless the Project Site is also assigned. In such a case, any assignment will require the prior written consent of Tetonka, which consent must not be unreasonably withheld. Tetonka may assign its rights and obligations under this Agreement to any nonprofit, governmental entity or wetlands bank operator engaged in wetlands mitigation without notice to or the consent of Permittee; any other assignment by Tetonka requires the prior written consent of Permittee, which consent must not be unreasonably withheld.

20. Successors and Assigns. All covenants and agreements set forth in this Agreement and made by or on behalf of any of the parties hereto will bind and inure to the benefit of the successors and assigns of such party, whether or not so expressed.

21. Severability. In the event that any one or more of the provisions contained herein is held invalid, illegal or unenforceable in any respect for any reason in any jurisdiction, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof will not be in any way impaired or affected, it being intended that each parties' rights and privileges may be enforceable to the fullest extent permitted by applicable law, and any such invalidity, illegality and unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

22. Governing Law; Consent to Jurisdiction. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, must be construed in accordance with and governed by the laws of the State of South Dakota (without giving effect to the conflicts of laws provisions thereof). The parties consent to the jurisdiction of the courts of the State of South Dakota and agree that any action arising out of or to enforce this Agreement must be brought and maintained exclusively in the state or federal courts located in Minnehaha County, South Dakota.

23. Waiver. Any failure of a party to demand strict adherence by the other party to one or more of this Agreement's terms, on one or more occasions, must not be construed as a waiver nor deprive that party of the right to insist upon strict compliance with this Agreement. No waiver of any provision of this Agreement will be valid unless said waiver is provided in writing to the other party.

24. Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior and/or contemporaneous agreements, understandings, promises, representations, warranties, negotiations and discussions, whether oral or written.

25. Amendment. This Agreement may not be amended except in writing signed by the parties hereto. Any written amendment, modification or waiver executed in accordance herewith will be binding upon each party.

26. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same Agreement. Signatures to this Agreement may be by facsimile, electronically or by any other similar means. Any such signature will be considered an original for all purpose of this Agreement.

27. Time is of the Essence. Time is of the essence with respect to this Agreement and the consummation of the transaction contemplated hereby.

[Signature Page Follows]

Executed as of the date above first written.

TETONKA, LLP
a South Dakota limited liability partnership

The City of FARGO, ND
a North Dakota municipality

(title: _____)

(title: _____)

EXHIBIT A
BILL OF SALE

Bill of Sale

In consideration of \$4,800 receipt of which is hereby acknowledged, Tetonka, LLP does hereby bargain, sell, and transfer to the City of Fargo ("Buyer"), **.10 wetland mitigation acre-credits (TYPE)** from Tetonka, LLP's Mekinock Bank Site in Grand Forks County, North Dakota, pursuant to the terms and conditions of a Wetlands Mitigation Credit Purchase Agreement. These credits are being sold and transferred in order to satisfy Buyer's mitigation requirement incurred under Section 404 Permit number **NWO-2025-01620-BIS**, for project known as, and located on real property legally described as set forth below:

Sections 25 and 36, Township 139N, Range 49W Cass County, North Dakota (the "Project Site").
"Red River Pedestrian Bridge Project" (the "Project")

Tetonka, LLP warrants that it has marketable title to the credits. The credits are being sold without any warranty whatsoever except marketable title.

Dated this _____ day of _____, 20__.

Tetonka, LLP

By _____, its Partner

EXHIBIT B

NOTIFICATION OF ACCEPTANCE OF MITIGATION REQUIREMENT

Notification of Acceptance of Mitigation Requirement

To the U.S. Army Corps of Engineers, Omaha District (the "Corps"):

The City of Fargo ("Permittee") has been issued a Section 404 Permit number **NWO-2025-01620-BIS** (the "Permit"). The Permit authorizes Permittee to purchase mitigation credits (the "Credits") from Tetonka, LLP to mitigate Permittee's impacts to wetlands (the "Mitigation Requirement"), on project known as, and located on real property legally described as set forth below:

Sections 25 and 36, Township 139N, Range 49W Cass County, North Dakota (the "Project Site").
"Red River Pedestrian Bridge Project" (the "Project")

Pursuant to the terms and conditions of a Wetlands Mitigation Credit Purchase Agreement, Tetonka, LLP agreed to accept responsibility for the Mitigation Requirement upon payment from Permittee for Credits.

Tetonka, LLP, by acceptance of the Mitigation Payment, acknowledges that Tetonka, LLP is responsible for the off-site compensatory mitigation requirements of the Permit and agrees to complete the off-site compensatory mitigation as specified in the Permit. **.10 wetland mitigation acre-credits** have been debited from Tetonka, LLP's Mekinock Bank Site to satisfy the Mitigation Requirement.

Dated this _____ day of _____, 20__.

Tetonka, LLP

By _____, its Partner

Tetonka, LLP

401 E. 8th Street, Suite 211
Sioux Falls SD 57103

Jeff Oyen: 605-351-5643
Paul Heiberger: 605-201-5428
Office: 605-809-7181

Bill To: **City of Fargo**

Phone

Invoice Date: 3-23-26

Address:

Invoice # NWO-2025-01620-BIS

225 4th Street N
Fargo, ND 58102

Credits to be withdrawn from the
Mekinock Wetland Mitigation Bank Site

Date	Permit number	Description	Qty	Unit Price	Total
3-23-26	NWO-2025-01620-BIS	Red River Pedestrian Bridge Project WETLAND CREDITS	0.10	\$48,000	\$4,800

Invoice Subtotal	\$4,800
Tax Rate	
Sales Tax	\$0.00
Shipping	
Deposit Received	
Total	\$4,800

MAKE ALL CHECKS PAYABLE TO TETONKA, LLP
Thank you for your business!



TETONKA, LLP
WETLAND MITIGATION BANKING

REPORT OF ACTION

CONTRACTOR SELECTION COMMITTEE

12

Pavement Marking Replacement Project - MMA

Date of Hearing: April 16, 2026

<u>Routing</u>	<u>Date</u>
City Commission	4/27/2026
Consultant File	
Project File	X
Petitioners	X
Selection Committee	X

Proposal Received for:

2026 Pavement Marking Replacement Project – MMA – City Project No. TM-26-C1

Proposals were received from the following contractors:

1. Northstar Safety Inc.
2. 3D Specialties Inc.

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

<u>Criteria</u>	<u>Points</u>
1. Cost Proposal	60
3. Ability to Finish Project in One Season	20
4. Previous Work Experience	20

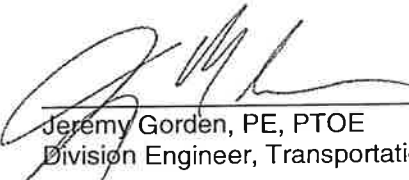
Following review of the proposals, the Selection Committee met to jointly rank the firms for selection of the preferred contractor. The top firm was identified as 3D Specialties Inc.

A proposal from Northstar Safety Inc. had a cost of \$526,084.00, and a proposal from 3D Specialties Inc. had a cost of \$514,198.87. The work will be paid by unit rates for installation. Street Light & Traffic Control Device Utility funds will be used for this project.

Recommended Motion:

Concur with contractor selection and recommend contract award to 3D Specialties, Inc.

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



 Jeremy Gorden, PE, PTOE
 Division Engineer, Transportation

**PAVEMENT MARKING REPLACEMENT
SERVICE AGREEMENT**

1. Agreement

This agreement is between the City of Fargo (City) and 3D Specialties (Contractor) to provide pavement marking services for the City. This agreement shall commence upon signing by both parties and expire on November 1, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for additional time if needed.

2. Scope of Services

The contractor will perform the pavement marking services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

The Contractor agrees to undertake and execute all work in a good, substantial, and workmanlike manner, and to furnish all materials, tools, labor, and equipment necessary to properly perform and complete the work, ready for use, in strict accordance with the Special Instructions to Bidders and the plans and specifications referenced therein.

3. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

4. Contract Price – What it Includes

The price stated in the Proposal represents full compensation for the completed work and includes:

All materials, labor, tools, equipment, and appliances;

All direct and indirect costs connected with proper execution of the work.

5. Extra Work

When directed in writing by the City Engineer or an authorized representative (collectively, the "City Engineer"), the Contractor shall furnish materials and perform extra work necessary for proper completion of the Project. Prices for extra work shall be agreed upon by the City Engineer and the Contractor prior to performance.

6. Inspection of Work and Materials

All materials and work are subject to inspection and approval by the City Engineer at all times during construction and until final completion. The Contractor shall:

Allow sufficient time for inspections and testing;

Immediately remove all rejected materials at the Contractor's expense;

Not use any materials prior to inspection and approval.

Failure by the City Engineer to reject defective work or materials shall not constitute acceptance. The Contractor shall furnish all labor necessary to enable proper inspection and testing at no additional cost.

7. Traffic Control

The Contractor shall comply with Section 4100 of the Standard Specifications for Construction and shall maintain safe passageways at all road crossings, crosswalks, and street intersections. The Contractor shall indemnify and hold the City harmless from all damages, costs, and expenses arising from the Contractor's failure to properly protect the public or employees.

8. Time of Commencement and Completion

The Contractor shall commence work within sixty (60) days after written notice from the City and shall complete the Contract on or before the final completion date specified in the Special Instructions to Bidders. The Contract will expire on November 1, 2026.

8.1 Liquidated Damages

There are no liquidated damages associated with this agreement.

8.2 Definitions

Substantial Completion: The improvement is operational and/or functional.

Final Completion: Completion of all remaining work, punch list items, and cleanup.

8.3 Time Extensions

Requests for additional time must be submitted in writing with supporting documentation before contract completion date.

9. Claims for Delay

Delays caused by the City or by conditions beyond the Contractor's control may entitle the Contractor to a time extension. Written notice of such delay must be submitted to the City Commission within thirty (30) days, and in no case after the expiration of the Contract time.

10. Subletting

The Contractor shall not assign or sublet any portion of the work without prior written consent from the City Engineer. Consent does not relieve the Contractor of responsibility for the work.

11. Plans and Specifications

All work shall be performed in conformity with the plans and specifications as determined by the City Engineer.

12. Defective Work

The Contractor shall promptly correct, reconstruct, or remove defective work at no cost when directed by the City Engineer.

13. Supervision and Workforce

The Contractor shall provide a competent Project Manager with authority to manage all aspects of the Project and who shall be available on-site within 24 hours' notice. A qualified supervisory individual shall be present at the site at all times during active work and shall be authorized to receive and execute instructions. Incompetent or disorderly employees shall be removed immediately upon request.

14. Laws, Ordinances, and Indemnification

The Contractor shall comply with all applicable laws and shall indemnify the City against all claims, damages, losses, and expenses arising from negligence, injury, property damage, or use of patented materials. The City may withhold final payment pending resolution of such claims.

15. Payments and Retainage

The City will reimburse Contractor for services rendered as the project proceeds. There will be a 5% retainage until work is completed.

16. Warranty

The Contractor warrants the work for one (1) year from the date of acceptance by the City and shall be financially responsible for all repairs during that period.

17. Termination of the Agreement

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

18. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

19. Monitoring and Evaluation

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

20. Independence of Recipient

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

21. Conflict of Interest

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

22. Entire Agreement

The provisions as set forth in Items 1, and all attachments of this agreement constitute the entire agreement between the parties.

23. Miscellaneous

No work shall be performed on Sundays except in emergencies or when authorized in advance by the City Engineer.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 03.27.2026

(Contractor)

3D Specialties

By:  Mykel Głowachowski

Its: Estimation Manager

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor on behalf of City Auditor

RFP – Pavement Marking Replacement
Project No. TM-26-C1

CERTIFICATE OF INSURANCE

This is to certify that the following policies, subject to their terms, conditions and exclusions have been issued by the named companies:

Project TM-26-C1 Pavement Marking Replacement
Location Fargo
Owner CITY of Fargo
Contractor 3D Specialties, Inc.
Architect/Engineer _____
Insured 3D Specialties (Dakota Fence Company)
Address PO Box 1408, Fargo, ND 58102

The following named policies meet the minimum requirements of the specifications:

Yes X No _____

PUBLIC LIABILITY:

Policy Number CO-4X81881A Inception Date 2/1/2020
Expiration Date 2/1/2021
Insuring Company The Phoenix Insurance Company
Address One Tower Square, Hartford, CT 06183
Agent Justin Staehr / Bell Insurance
Address PO Box 1470, Fargo, ND 58107

TYPE OF POLICY: Combination comprehensive general automobile

Liability General
Other _____

LIMITS:

Bodily Injury \$ _____ Each Person
\$ _____ Each Occurrence
\$ \$2,000,000 Aggregate
\$ _____ Each Person
\$ \$1,000,000 Each Occurrence

COVERAGE PROVIDED:

YES

NO

RFP – Pavement Marking Replacement
Project No. TM-26-C1

Operations of Contractor	<u> X </u>	<u> </u>
Operations of Sub-Contractor (contingent)	<u> X </u>	<u> </u>
Completed Operations	<u> X </u>	<u> </u>
Contractual Liability (broad form)	<u> X </u>	<u> </u>

LIMITS:

Property Damage	\$ <u> </u>	Each Occurrence
	\$ <u> </u>	Aggregate
Property Damage Auto	\$ <u> </u>	Each Occurrence
-or-		
Combined Single Limit	\$ <u> \$1,000,000 </u>	Each Occurrence

COVERAGE PROVIDED:

Property Damage Liability Includes:

	<u>YES</u>	<u>NO</u>
Damage due to blasting	<u> X </u>	<u> </u>
Damage due to collapse	<u> X </u>	<u> </u>
Damage to underground facilities	<u> X </u>	<u> </u>
Broad Form Property Damage:		
premises and operations	<u> X </u>	<u> </u>
contractual	<u> </u>	<u> X </u>

AUTOMOBILE LIABILITY:

Policy Number 810-1465144916 Inception Date 2/1/2020
 Expiration Date 2/1/2027
 Insuring Company The Travelers Indemnity Company
 Address One Tower Square, Hartford, CT 06183
 Agent Justin Staehr / Bell Insurance
 Address PO Box 1470, Fargo, ND 58107

LIMITS OF LIABILITY:

Bodily Injury Liability	\$ <u> </u>	Each Person
-------------------------	--------------------------------------	-------------

RFP – Pavement Marking Replacement
Project No. TM-26-C1

Property Damage Liability \$ _____ Each Occurrence
Combined Single Limit \$ \$2,000,000 Each ~~Occurrence~~ Accident

Coverage is provided for operation of all owned vehicles Yes X No _____

Coverage is provided for operation of all hired and non-owned vehicles Yes X No _____

Are any deductibles to Bodily Injury or Property Damage Yes X No _____

If yes, list Property Damage Liability Deductible = \$2,500

AGENT CARRIES ERRORS AND OMISSIONS INSURANCE Yes X No _____

In the event of cancellation, non-renewal or any material change in the above policies, fifteen days prior notice will be given to the parties to whom this certificate is issued.

DATE AT _____ ON _____

BY _____
Authorized Insurance Representative

13

April 22, 2026

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

Re: Three-Year Deferral Agreements for NICD, LLC & James & Kristen Bullis Family,
LLP

Dear Commissioners:

Enclosed and delivered for the City Commission review and approval are Three-Year Deferral Agreements, non-interest-bearing, for NICD, LLC and James & Kristen Bullis Family, LLP. The properties are located at 6801 33 St S, 3276 67 Ave S, 6950 33 St S, 7101 33 St S, and 7200 33 St S. These deferrals were requested by the property owners.

The request was sent to the Public Works Project Evaluation Committee Meeting in July 2025. The Committee unanimously voted to approve the Three-Year, non-interest accruing Deferral Agreements and to forward it on to the City Commission for approval.

Recommended Motion:

Approve the Three-Year, non-interest accruing Deferral Agreements with the terms to be stated in the Agreements.

Respectfully Submitted,



Douglas Durgin
Special Assessment Coordinator

Attachments

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No.: BN-24-C1 & BN-25-E1 Type: Deferral Request

Location: Selkirk 4th Addition Date of Hearing: 7/28/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/27/26</u>
PWPEC File	<u>X</u>
Project File	<u>Doug Durgin</u>

The Committee reviewed a communication from Special Assessments Coordinator, Doug Durgin, regarding EagleRidge Development's request for a deferral agreement for Selkirk 4th Addition, Phases 2 and 3.

EagleRidge has requested a 3-year non-interest-bearing deferral. The deferral request pertains to all Special Assessments on the land, including all projects with an uncertified balance and the upcoming Special Assessment for Improvement Districts BN-24-C, BN-25-E, and the future projects to install infrastructure for Selkirk 4th Addition. The deferral will end upon any building permit issuance, additional infrastructure requested, or at the end of 3 years, whichever comes first.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to approve the deferral request by EagleRidge Development.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the deferral agreement with Eagle Ridge Development.

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)

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

COMMITTEE

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


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

Nathan Boerboom

ATTEST:

C: Kristi Olson


Nathan Boerboom, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Doug Durgin, Special Assessments Coordinator
Date: July 22, 2025
Re: Deferral Request for EagleRidge Development

Background:

On June 18, 2025, Jim Bullis, of EagleRidge Development, contacted the special assessment department to request a deferral agreement for Selkirk 4th Addition, Phases 2 and 3. They have requested a 3-year non-interest-bearing deferral.

As part of the platting process for Selkirk 4th Addition, the Planning and Engineering departments have requested that the plat be expanded to include 33rd Street South and the adjoining lots. This area would not typically be included in the current phase of development and is being incorporated solely at the City's request. The majority of the Selkirk 4th Addition Phase 3 lots are expected to support multifamily or commercial development in the future; however, these parcels are not anticipated to be developed in the near term until significant regional infrastructure—specifically the completion of ramps at 64th Avenue and a potential future interchange at 76th Avenue—is in place. Given the delayed development timeline and the City-driven nature of the platting, a deferral of special assessments on these properties is appropriate and warranted.

Their deferral request pertains to all Special Assessments on the land, including all projects with an uncertified balance and the upcoming special assessment for Improvement Districts BN-24-C, BN-25-E, and the future projects to install infrastructure for Selkirk 4th Addition.

Recommended Motion:

Special Assessments recommends approval of this request and will support the facts and findings of PWPEC.

DRD

Attachments:

- Map
- EagleRidge Request

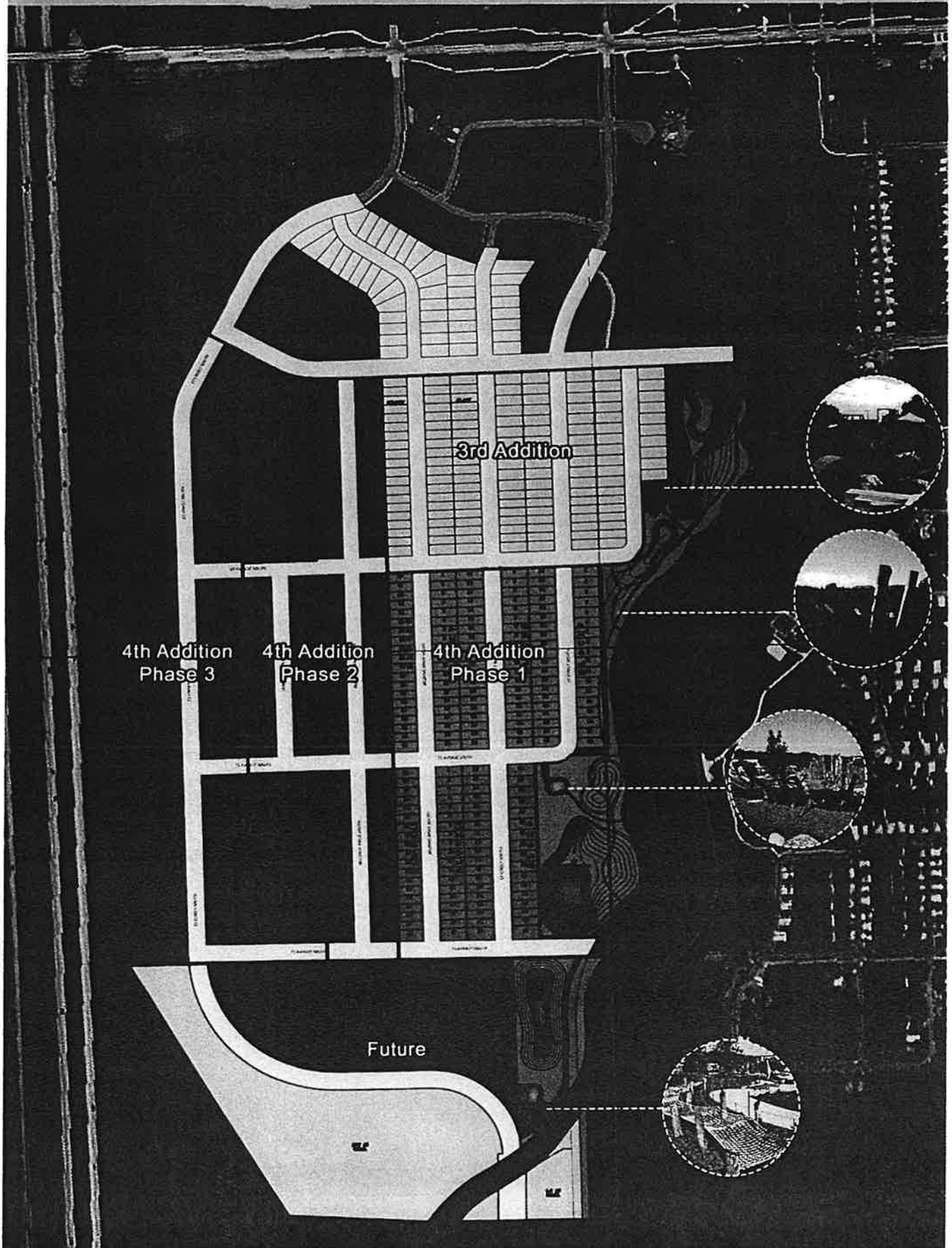
C: Tom Knakmuhs, City Engineer

Selkirk 4th Overall Map

An EagleRidge Community



EAGLERIDGE
DEVELOPMENT



From: Jim Bullis <Jim@bullislaw.com>
Sent: Wednesday, June 18, 2025 4:09 PM
To: Doug Durgin
Cc: jyouness@eagleridgecompanies.com; Jim Bullis
Subject: Deferral request - Selkirk
Attachments: Agreement - Deferral of Special Assessments 65.58A Parcel FULLY EXEC.pdf; Agreement - Deferral of Special Assessments 12.15A Parcel FULLY EXEC.pdf

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

Doug,

You may recall that last year I requested that the City defer the certification of specials for a number of projects for the undeveloped property planned for future phases of the Selkirk development. You were instrumental in getting that request in front of the City and getting agreements executed by the Mayor on April 14, 2025. I have attached the agreements to this email for your ready reference. The triggering event to end the deferral described in these agreements is the platting of the property. as you will see below, this causes me to make an additional deferral request.

The development of Selkirk is going great. Builders have pulled permits on nearly every lot in the second addition and we have strong interest in the 3rd addition lots we plan for improvements this summer.

We are now platting part of the subject property as Selkirk 4th Addition to the City of Fargo. As part of this process, the Planning Department has asked that we engross the plat to encompass 33rd street South and the lots abutting that street. This is property we would not otherwise need to plat at this time. We anticipate these lots to be mostly multifamily in use, and these adjacent lots will not be ripe for development until sometime after the ramps are installed on 64th, and the southern most lots not until there is likely an interchange on 76th Ave.

Since we are platting this property in large part at the request of the City, I respectfully request that the City continue to defer the specials described in the attached for these new lots and the properties described in the attached Agreements until such time as a building permit is issued for the individual lots. We would also request that to the extent the City creates an improvement district for 33rd street, that any specials that may affect the Selkirk 4th lots be deferred in the same manner.

Let me know if you have any questions. Thanks.

James R. Bullis

Attorney

Jim@Bullislaw.com

Direct Line: (701) 306-4777

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between NICD, LLC, a North Dakota limited liability company (Owner), and the City of Fargo, a North Dakota municipal corporation (City).

Recitals

WHEREAS, Owner is the fee simple owner of land referred to herein as the “Subject Property” legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, City has made public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established property improvement projects wherein the City, identified as Special Assessment Improvements Districts No. 575900, 575900-D23, 596601, 596601-D23-2, BN-20-C-D24, BN-21-A, BN-24-C, BN-25-E, BN-26-C, FM-20-C, NN-19-A and NN-19-A-D23, which included water main, sanitary sewer and storm sewer; Arterial reconstruction and new construction and incidentals, including utilities and paving; new construction and incidentals, including sanitary sewer, water main, storm sewer, street lighting, and paving; drain improvement and incidentals; storm sewer lift station, and retention pond and incidentals benefitting the Subject Property (“Projects”); and,

WHEREAS, Owner has requested a deferral of the special assessments attributable to the Projects; and

WHEREAS, the Finance Committee of the city of Fargo recommended approval of a deferral of the special assessments in accordance with Fargo Municipal Code § 3-1004.

Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Ownership. The undersigned is the owner of the Subject Property which has been annexed and is presently incorporated as part of the City of Fargo.

2. Definitions.

- a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The "triggering event" shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.
- b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.
- c. "Collector" street shall mean a roadway that has the function of collecting traffic from all other streets and discharging it onto other collectors, arterials, or highways. A collector Street is typically a 2 to 3-lane roadway with a speed limit of 25-30 mph. The collector street usually has a traffic volume between 2,500 to 7,500 vehicles/day.
- d. "Local" street is a roadway designed to serve primarily to provide access to the traffic emanating from properties and discharge them onto collectors. They serve a minor role in the roadway classification system and usually have low traffic. The speed limit on a local street is typically 25 mph. The local street usually has a daily traffic volume of less than 1,500 vehicles/day.

3. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

4. Deferral of Certification of Special Assessment. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for the Projects, as follows (hereinafter identified as “Triggering Events”):

a. The following deferral end dates shall be applicable to each Project identified, unless earlier terminated due to development of the Subject Property as described in paragraph 4(b):

End Date	Project	Project No.
January 1, 2028	Water Main & Sanitary Sewer	575900
January 1, 2028	Water Main & Sanitary Sewer	575900-D23
January 1, 2028	Water Main, Sanitary Sewer & Storm Sewer	596601
January 1, 2028	Water Main, Sanitary Sewer & Storm Sewer	596601-D23-2
January 1, 2028	Arterial Reconstruction & Incidentals – Utilities & Paving	BN-20-C-D24
January 1, 2028	Arterial New Construction & Incidentals – Utilities & Paving	BN-21-A
January 1, 2028	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting & Paving	BN-24-C
January 1, 2029	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting & Paving	BN-25-E
January 1, 2030	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting & Paving	BN-26-C
January 1, 2028	Drain Improvements & Incidentals	FM-20-C
January 1, 2028	Storm Sewer Lift Station, Retention Pond & Incidentals	NN-19-A
January 1, 2028	Storm Sewer Lift Station, Retention Pond & Incidentals	NN-19-A-D23

b. Any building permits issued for development on the Subject Property, the special assessment deferral shall end.

c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits issued for construction).

5. Annual Review. On or before October 1 of each year during the term of this Agreement the City will determine continued compliance with the deferral conditions for purposes of determining whether or not the special assessment deferral should continue.

6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall not accrue.

Dated this ___ day of _____, 2026.

CITY OF FARGO, a North Dakota
municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Angie Bear, Deputy Auditor
on behalf of the City Auditor

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

On this ___ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor on behalf of the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

Exhibit "A"

Lot 1, Block 1, of Selkirk Place Fourth Addition, to the City of Fargo, Cass County, North Dakota
(Parcel No. 01-8925-00110-000)

Lot 2, Block 1, of Selkirk Place Fourth Addition, to the City of Fargo, Cass County, North Dakota
(Parcel No. 01-8925-00201-000)

Lot 4, Block 21, of Selkirk Place Fourth Addition, to the City of Fargo, Cass County, North Dakota
(Parcel No. 01-8925-00421-000)

Exhibit “B”

575900	Water Main & Sanitary Sewer
575900-D23	Water Main & Sanitary Sewer
596601	Water Main, Sanitary Sewer, & Storm Sewer
596601-D23-2	Water Main, Sanitary Sewer, & Storm Sewer
BN-20-C-D24	Arterial Reconstruction & Incidentals – Utilities & Paving
BN-21-A	Arterial New Construction & Incidentals – Utilities & Paving
BN-24-C	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving
BN-25-E	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving
BN-26-C	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving
FM-20-C	Drain Improvement & Incidentals
NN-19-A	Storm Sewer Lift Station, Retention Pond & Incidentals
NN-19-A-D23	Storm Sewer Lift Station, Retention Pond & Incidentals

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between James & Kristen Bullis Family, LLP, a North Dakota limited liability partnership (Owner), and the City of Fargo, a North Dakota municipal corporation (City).

Recitals

WHEREAS, Owner is the fee simple owner of land referred to herein as the “Subject Property” legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, City has made public improvements as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established property improvement projects wherein the City, identified as Special Assessment Improvements Districts No. 575900, 575900-D23, 596601, 596601-D23-2, BN-20-C-D24, BN-21-A, BN-24-C, BN-25-E, BN-26-C, FM-20-C, NN-19-A and NN-19-A-D23, which included water main, sanitary sewer and storm sewer; Arterial reconstruction and new construction and incidentals, including utilities and paving; new construction and incidentals, including sanitary sewer, water main, storm sewer, street lighting, and paving; drain improvement and incidentals; storm sewer lift station, and retention pond and incidentals benefitting the Subject Property (“Projects”); and,

WHEREAS, Owner has requested a deferral of the special assessments attributable to the Projects; and

WHEREAS, the Finance Committee of the city of Fargo recommended approval of a deferral of the special assessments in accordance with Fargo Municipal Code § 3-1004.

Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Ownership. The undersigned is the owner of the Subject Property which has been annexed and is presently incorporated as part of the City of Fargo.

2. Definitions.
 - a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The "triggering event" shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.

 - b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.

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4. Deferral of Certification of Special Assessment. City agrees to defer the certification of annual installments of special assessments levied against the Subject Property for the Projects, as follows (hereinafter identified as “Triggering Events”):

a. The following deferral end dates shall be applicable to each Project identified, unless earlier terminated due to development of the Subject Property as described in paragraph 4(b):

End Date	Project	Project No.
January 1, 2028	Water Main & Sanitary Sewer	575900
January 1, 2028	Water Main & Sanitary Sewer	575900-D23
January 1, 2028	Water Main, Sanitary Sewer & Storm Sewer	596601
January 1, 2028	Water Main, Sanitary Sewer & Storm Sewer	596601-D23-2
January 1, 2028	Arterial Reconstruction & Incidentals – Utilities & Paving	BN-20-C-D24
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January 1, 2028	Drain Improvements & Incidentals	FM-20-C
January 1, 2028	Storm Sewer Lift Station, Retention Pond & Incidentals	NN-19-A
January 1, 2028	Storm Sewer Lift Station, Retention Pond & Incidentals	NN-19-A-D23

b. Any building permits issued for development on the Subject Property, the special assessment deferral shall end.

c. In the event that all or any portion of the Subject Property is sold by Owner, this Agreement and the term hereby shall continue, provided, however, that no improvements are made by the new owner (i.e. platting of property or building permits issued for construction).

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Exhibit "A"

Lot 2, Block 1, of Selkirk Place Fourth Addition, to the City of Fargo, Cass County, North Dakota
(Parcel No. 01-8925-00120-000)

Lot 20, Block 4, of Selkirk Place Fourth Addition, to the City of Fargo, Cass County, North Dakota
(Parcel No. 01-8925-00420-000)

Lot 1, Block 12, of Selkirk Place Fourth Addition, to the City of Fargo, Cass County, North Dakota
(Parcel No. 01-8925-01201-000)

Exhibit "B"

575900	Water Main & Sanitary Sewer
575900-D23	Water Main & Sanitary Sewer
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BN-25-E	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving
BN-26-C	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving
FM-20-C	Drain Improvement & Incidentals
NN-19-A	Storm Sewer Lift Station, Retention Pond & Incidentals
NN-19-A-D23	Storm Sewer Lift Station, Retention Pond & Incidentals

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Improvement District No. BN-25-C1

Type: Change Order #4

Location: Dakota Commerce Center North Addn

Date of Hearing: 4/20/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/27/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Satterlund</u>

The Committee reviewed the accompanying correspondence from Senior Project Manager, Jason Satterlund, related to Change Order #4 in the amount of \$27,899.20 for additional work.

Staff is recommending approval of Change Order #4 in the amount of \$27,899.20, which increases the total contract amount to \$8,668,453.95.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #4 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$27,899.20, bringing the total contract amount to \$8,668,453.95, to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

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

Yes	No
_____	_____
N/A	_____
_____	N/A
_____	_____
N/A	_____


COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jason Satterlund, Sr. Project Manager

Date: April 15, 2026

Re: Improvement District No. BN-25-C1 - Change Order #4

Background:

Improvement District No. BN-25-C1 will provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Dakota Underground is the Prime Contractor on this project.

After Sanitary Sewer Lift Station 67, located at the northeast corner of 41st Street North and 52nd Avenue North, was brought online in the fall of 2025, Engineering has been informed of the need for infrastructure improvements to support safe and effective maintenance operations of the lift station. Currently, there is no mechanism in place to fully isolate the valve pit from the force main backflowing into the valve pit during maintenance activities, creating unsafe working conditions.

To address this issue, Engineering, along with Water Reclamation staff, recommend installation of an 8-inch plug valve outside the existing valve pit. This addition will allow for complete isolation of the valve pit during maintenance procedures, effectively preventing sewage backflow from the downstream force main. As a result, maintenance personnel will be able to perform their duties in a cleaner and safer environment, reducing risk and improving overall maintenance efficiency.

We have reviewed the submittal and agree that the cost of \$27,899.20 is appropriate for performing the work.

The additional cost will be Special Assessed to City of Fargo wastewater lagoon parcels.

No additional days are required to complete the work.

Recommended Motion:

Approve Change Order No. 4 in the amount of \$27,899.20 for Improvement District No. BN-25-C1.

JTS/klb
Attachments

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-25-C1
DAKOTA COMMERCE CENTER NORTH - PHASE II

Change Order No 4 **Change Order Date** 2/24/2026
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 4

Plug valve at lift station

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 4	19	F&I Insulation 4" Thick	SY	0	0	0	10.7	10.7	\$56.00	\$599.20
	20	Connect Pipe to Exist Pipe	EA	0	0	0	2	2	\$4,000.00	\$8,000.00
	21	F&I Valve 8" Dia	EA	0	0	0	1	1	\$19,300.00	\$19,300.00
Change Order 4 Sub Total										\$27,899.20

Summary.

Source Of Funding	Special Assessments
Net Amount Change Order # 4 (\$)	\$27,899.20
Previous Change Orders (\$)	\$54,635.94
Original Contract Amount (\$)	\$8,585,918.81
Total Contract Amount (\$)	\$8,668,453.95

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

APPROVED
 For Contractor
 Title

Jared Heller
 Dakota Underground Company
 Project Manager

APPROVED DATE
 Department Head
 Mayor
 Attest

THC



April 20, 2026

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

**Re: Memorandum of Offer to Landowner
Temporary Easement – Improvement District #BR-26-G1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document and a temporary easement in association with Improvement District #BR-26-G1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of a temporary easement from **House Flip LLC** in association with Improvement District #BR-26-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Shawn G. Bullinger'.

Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BR-26-G1	County Cass	Parcel(s) 01-2840-00652-000
Landowner House Flip LLC		
Mailing Address 625 MAIN AVE PMB A-194 Moorhead, MN 56560-2750		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s) to the easement(s) accompanying this Memorandum of Offer.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,273.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____	
Easement and Access Control	\$	<u>1,273.00</u>	
Improvements on Right of Way*	\$	_____	
Damages to Remainder	\$	_____	
Total Offer	\$		<u>1,273.00</u>

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **HOUSE FLIP LLC**, a North Dakota limited liability company, whose mailing address is 625 Main Avenue PMB A-194, Moorhead, MN 56560, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 7, Block 5C, REPLAT OF BLOCK (5), SOUTHVIEW VILLAGES ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

The south 10.00 feet of said Lot 7, as measured at a right angle to and parallel with the south line of said Lot 7.

AND

The west 33.00 feet of the east 34.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 7, as measured at right angles to and parallel with the east and south lines of said Lot 7.

Containing a combined 1,030 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

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

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for storage of materials and job site layout during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 15, 2027, or at the end of the project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 20TH day of APRIL, 2026.

GRANTOR:

House Flip LLC

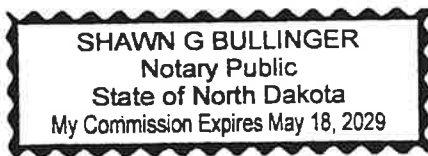


By: Josh Koth
Its: PARTNER

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 20TH day of APRIL, 2026, before me a notary public in and for said county and state, personally appeared JOSH KOTH, known to me to be the PARTNER of House Flip LLC, a North Dakota limited liability company, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)



Shawn G Bullinger
Notary Public
My Commission Expires:

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Steven W. Holm (LS-6571)
Professional Land Surveyor

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957

April 20, 2026

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

**Re: Memorandum of Offer to Landowner
Temporary Easement – Improvement District #BR-26-G1**

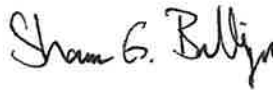
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RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of a temporary easement from **Darac & Briana Peters** in association with Improvement District #BR-26-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

Project BR-26-G1	County Cass	Parcel(s) 01-2840-00658-000
Landowner Darac & Briana Peters		
Mailing Address 2407 17 AVE S Fargo, ND 58103		


The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s) to the easement(s) accompanying this Memorandum of Offer.

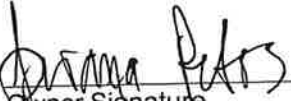
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,183.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>1,183.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>1,183.00</u>

*Description of Damages to Remainder are as follows:


 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

 3/12/26
 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney

 MAYOR

 SIGNATURE

 DATE

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **DARAC PETERS AND BRIANA PETERS**, whose address is 2407 17th Ave S, Fargo, ND 58103, hereinafter referred to as “Grantors”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 9, Block 5C, REPLAT OF BLOCK (5), SOUTHVIEW VILLAGES ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

The south 10.00 feet of said Lot 9, as measured at a right angle to and parallel with the south line of said Lot 9.

AND

The east 23.00 feet of the west 30.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 9, as measured at right angles to and parallel with the west and south lines of said Lot 9.

AND

The east 3.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 9, as measured at right angles to and parallel with the east and south lines of said Lot 9.

Containing a combined 960 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

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

Grantors, their successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for storage of materials and job site layout during the construction phase of said project, and Grantors expressly warrant and state that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 15, 2027, or at the end of the project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantors have set their hand and caused this instrument to be executed this 12 day of March, 2026.

GRANTORS:



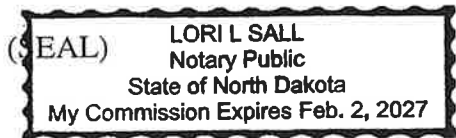
Darac Peters




Briana Peters

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 12th day of March, 2026, before me a notary public in and for said county and state, personally appeared Darac Peters and Briana Peters, known to me to be the persons described herein and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.





Notary Public
My Commission Expires: Feb 2, 2027

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Steven W. Holm (LS-6571)
Professional Land Surveyor

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957

18

April 20, 2026

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

**Re: Memorandum of Offer to Landowner
Temporary Easement – Improvement District #BR-26-G1**

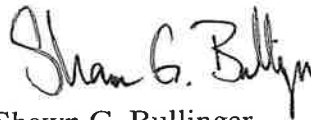
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document and a temporary easement in association with Improvement District #BR-26-G1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of a temporary easement from **Wayne Suchla and Jeannie Suchla** in association with Improvement District #BR-26-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

Project BR-26-G1	County Cass	Parcel(s) 01-2840-00649-000
Landowner Wayne & Jeannie Suchla		
Mailing Address 2313 17 AVE S Fargo, ND 58103		

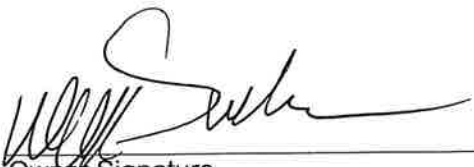
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s) to the easement(s) accompanying this Memorandum of Offer.


I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,139.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____	
Easement and Access Control	\$	<u>1,139.00</u>	
Improvements on Right of Way*	\$	_____	
Damages to Remainder	\$	_____	
Total Offer	\$		<u>1,139.00</u>

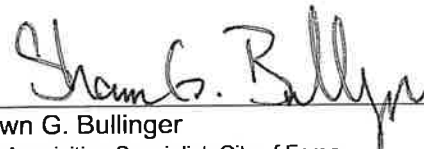
*Description of Damages to Remainder are as follows:



 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.



 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.



 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney

 MAYOR

 SIGNATURE

 DATE

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **WAYNE SUCHLA AND JEANNIE SUCHLA**, whose address is 2313 17th Ave S, Fargo, ND 58103, hereinafter referred to as “Grantors”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 6, Block 5C, REPLAT OF BLOCK (5), SOUTHVIEW VILLAGES ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

The south 10.00 feet of said Lot 6, as measured at a right angle to and parallel with the south line of said Lot 6.

AND

The west 22.00 feet of the east 30.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 6, as measured at right angles to and parallel with the east and south lines of said Lot 6.

Containing a combined 920 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

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

Grantors, their successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for storage of materials and job site layout during the construction phase of said project, and Grantors expressly warrant and state that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 15, 2027, or at the end of the project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantors have set their hand and caused this instrument to be executed this 17th day of April, 2026.

GRANTORS:



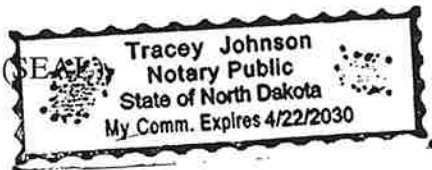
Wayne Suchla



Jeannie Suchla

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 17th day of April, 2026, before me a notary public in and for said county and state, personally appeared Wayne Suchla and Jeannie Suchla, known to me to be the persons described herein and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.





Notary Public
My Commission Expires: 4-22-30

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Steven W. Holm (LS-6571)
Professional Land Surveyor

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957



April 22, 2026

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

Re: Temporary Construction Easement – Improvement District #BR-26-F1

Dear Commissioners:

Accompanying the City Commission review and approval is an original Temporary Construction Easement from the Forum Communications Company in association with Improvement District #BR-26-F1.

317 Northern Pacific Ave N

RECOMMENDED MOTION:

Approve a Temporary Construction Easement from the Forum Communications Company.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Rick Larson

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **Forum Communications Company**, a North Dakota corporation, whose address is 101 N 5th Street, Fargo, ND 58102, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollar (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of removing and replacing approximately 2 feet of existing asphalt during reconstruction of adjacent sidewalks and any other purpose incidental thereto, together with the customary appurtenances, said tract being described as follows:

A tract of land in KEENEY & DEVITT'S ADDITION to the City of Fargo, Cass County, North Dakota, more particularly described as follows:

The southerly 5.00 feet of Lots 4 and 5, Block 3 of said KEENEY & DEVITT'S ADDITION, less the east 2.00 feet of said Lot 5.

Said tract contains 240 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient

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

Grantor, its successors and assigns, further agree that it will not disturb, injure, molest or in any manner interfere with said parcels during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on October 31, 2026, or at the end of the project, whichever occurs later.

[Signature pages to follow]

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo
225 4th St N
Fargo ND 58102

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957

20

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email: feng@FargoND.gov
www.FargoND.gov

April 22, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-26-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 22, 2026, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-F1, located as follows: NP Avenue North from 2nd Street to the east side of 4th Street.

The bids were as follows:

Paras Contracting Inc	\$3,565,448.38
Reede Construction, Inc.	\$4,257,561.10
KPH, Inc.	\$4,417,312.40
Dakota Underground Co Inc	\$4,577,218.00
Engineers Estimate	\$4,715,258.50

Private financial security is not needed.

One protest was received amounting to 4.29% of the Improvement District.

This office recommends award of the contract to Paras Contracting Inc. in the amount of \$3,565,448.38 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.
City Engineer

Engineer's Statement Of Cost
Improvement District # BR-26-F1
Paving And Utility Rehab/Reconstruction

NP Avenue North from 2nd Street to the east side of 4th Street

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-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Manhole	EA	1.00	1,545.00	1,545.00
2	Remove Pipe All Sizes All Types	LF	229.00	10.30	2,358.70
3	Connect Pipe to Exist Pipe	EA	2.00	1,030.00	2,060.00
4	Connect Sewer Service	EA	18.00	927.00	16,686.00
5	F&I Manhole 4' Dia Reinf Conc	EA	5.00	8,240.00	41,200.00
6	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	553.00	108.00	59,724.00
7	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	747.00	255.00	190,485.00
8	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	94.00	250.00	23,500.00
Sanitary Sewer Total					337,558.70
Water Main					
9	Furnish Temp Water Svc	EA	11.00	3,100.00	34,100.00
10	Remove Pipe All Sizes All Types	LF	890.00	10.30	9,167.00
11	Rem & Repl CS & Box 1" Dia	EA	7.00	1,340.00	9,380.00
12	Rem & Repl CS & Box 2" Dia	EA	1.00	1,850.00	1,850.00
13	Connect Water Service	EA	8.00	1,030.00	8,240.00
14	F&I Hydrant	EA	1.00	9,740.00	9,740.00
15	F&I Gate Valve 4" Dia	EA	3.00	2,675.00	8,025.00
16	F&I Gate Valve 6" Dia	EA	3.00	3,250.00	9,750.00
17	F&I Gate Valve 8" Dia	EA	2.00	3,790.00	7,580.00
18	F&I Gate Valve 10" Dia	EA	2.00	5,300.00	10,600.00
19	F&I Fittings C153 Ductile Iron	LB	1,588.00	15.40	24,455.20

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	18.00	123.00	2,214.00
21	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	33.00	134.00	4,422.00
22	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	248.00	150.00	37,200.00
23	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	719.00	167.00	120,073.00
24	F&I Pipe w/GB 1" Dia Water Service	LF	89.00	78.90	7,022.10
25	F&I Pipe w/GB 2" Dia Water Service	LF	21.00	92.00	1,932.00
Water Main Total					305,750.30
Storm Sewer					
26	Remove Manhole	EA	2.00	515.00	1,030.00
27	Remove Inlet	EA	8.00	310.00	2,480.00
28	Remove Pipe All Sizes All Types	LF	374.00	10.30	3,852.20
29	Connect Pipe to Exist Pipe	EA	2.00	793.00	1,586.00
30	Connect Pipe to Exist Structure	EA	2.00	1,545.00	3,090.00
31	F&I Pipe SDR 26 - 6" Dia PVC	LF	18.00	105.00	1,890.00
32	F&I Manhole 4' Dia Reinf Conc	EA	7.00	5,660.00	39,620.00
33	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	6,180.00	6,180.00
34	F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	3,600.00	28,800.00
35	F&I Inlet - Round (RDI) Reinf Conc	EA	6.00	2,800.00	16,800.00
36	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	147.00	113.00	16,611.00
37	F&I Pipe w/GB 15" Dia	LF	661.00	133.00	87,913.00
38	F&I Pipe w/GB 18" Dia Reinf Conc	LF	25.00	139.00	3,475.00
Storm Sewer Total					213,327.20
Paving					
39	Construction Inspection of Structures and Monitoring	LS	1.00	77,000.00	77,000.00
40	Traffic Control - Type 1	LS	1.00	20,600.00	20,600.00
41	Stormwater Management	LS	1.00	2,800.00	2,800.00
42	Temp Fence - Safety	LF	1,731.00	20.00	34,620.00
43	Inlet Protection - New Inlet	EA	12.00	210.00	2,520.00
44	Inlet Protection - Existing Inlet	EA	31.00	210.00	6,510.00
45	Remove Tree	EA	2.00	700.00	1,400.00
46	Remove Pavement All Thicknesses All Types	SY	6,672.00	18.70	124,766.40
47	Remove Curb & Gutter	LF	1,699.00	12.00	20,388.00
48	Remove Sidewalk All Thicknesses All Types	SY	1,796.00	11.30	20,294.80
49	Remove Driveway All Thicknesses All Types	SY	260.00	11.30	2,938.00
50	Salvage & Reuse Casting	EA	4.00	505.00	2,020.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	Rem & Repl Casting - Std Manhole	EA	2.00	560.00	1,120.00
52	Rem & Repl Casting - Floating Manhole	EA	3.00	1,545.00	4,635.00
53	Casting to Grade - w/Conc	EA	31.00	600.00	18,600.00
54	Casting to Grade - no Conc	EA	6.00	400.00	2,400.00
55	GV Box to Grade - w/Conc	EA	14.00	400.00	5,600.00
56	GV Box to Grade - no Conc	EA	2.00	300.00	600.00
57	F&I Casting Water Service	EA	4.00	154.50	618.00
58	Subgrade Preparation	SY	5,871.00	9.30	54,600.30
59	F&I Woven Geotextile	SY	5,871.00	2.05	12,035.55
60	F&I Class 5 Agg - 12" Thick	SY	5,871.00	22.15	130,042.65
61	F&I Edge Drain 4" Dia PVC	LF	1,815.00	10.85	19,692.75
62	F&I Curb & Gutter Standard (Type II)	LF	1,906.00	43.05	82,053.30
63	F&I Median Nose Conc	SY	49.00	130.00	6,370.00
64	F&I Pavement 9" Thick Doweled Conc	SY	4,551.00	122.00	555,222.00
65	F&I Sidewalk 4" Thick Reinf Conc	SY	1,687.00	88.00	148,456.00
66	F&I Sidewalk 6" Thick Reinf Conc	SY	128.00	120.00	15,360.00
67	F&I Det Wam Panels Cast Iron	SF	364.00	64.00	23,296.00
68	F&I Driveway 7" Thick Reinf Conc	SY	344.00	105.00	36,120.00
69	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	356.00	182.00	64,792.00
70	Seeding Type C	SY	20.00	26.00	520.00
71	Mulching Type 1 Hydro	SY	20.00	15.50	310.00
Paving Total					1,498,300.75
Street Amenities					
72	Topsoil - Import Special	CY	301.00	95.00	28,595.00
73	F&I Edge Drain 4" Dia PVC	LF	520.00	11.30	5,876.00
74	F&I Shared Use Path 4" Thick Reinf Conc	SY	415.00	92.50	38,387.50
75	F&I Impressioned 4" Thick Reinf Conc	SY	403.00	160.00	64,480.00
76	F&I Decorative 4" Thick Reinf Conc	SY	313.00	140.00	43,820.00
77	F&I Decid Tree 2" Dia	EA	5.00	755.00	3,775.00
78	F&I Plant - Perennial Type 1	EA	472.00	32.00	15,104.00
Street Amenities Total					200,037.50
Street Lights					
79	Remove Street Light	EA	19.00	1,900.00	36,100.00
80	Remove Base	EA	12.00	1,100.00	13,200.00
81	F&I Pull Box	EA	2.00	35.70	71.40

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
82	F&I Base 6' Deep Reinf Conc	EA	15.00	2,244.00	33,660.00
83	F&I Innerduct 2" Dia	LF	2,260.00	16.30	36,838.00
84	F&I Conductor #6 USE Cu	LF	6,278.00	4.90	30,762.20
85	F&I Luminaire Extension	EA	4.00	7,140.00	28,560.00
86	Interim Lighting System	LS	1.00	39,800.00	39,800.00
87	Install Street Light	EA	19.00	816.00	15,504.00
88	F&I Light Standard Type A	EA	15.00	7,650.00	114,750.00
Street Lights Total					349,245.60
Traffic Signals					
89	Remove Foundation Controller	EA	2.00	816.00	1,632.00
90	Remove Foundation Type V	EA	2.00	1,020.00	2,040.00
91	Remove Foundation Type IV/Combo	EA	5.00	4,080.00	20,400.00
92	Rem & Repl T-Base Type IV	EA	2.00	7,140.00	14,280.00
93	Salvage Signal Standard	EA	5.00	3,060.00	15,300.00
94	Salvage Signal Standard Type V	EA	2.00	832.00	1,664.00
95	Salvage Traffic Signal Equipment	LS	2.00	13,260.00	26,520.00
96	Salvage Traffic Signal MA	EA	5.00	2,040.00	10,200.00
97	F&I Conduit 1" Dia	LF	240.00	15.30	3,672.00
98	F&I Conduit 2" Dia	LF	680.00	24.50	16,660.00
99	F&I Conduit 4" Dia	LF	210.00	25.40	5,334.00
100	F&I Pull Box	EA	4.00	3,570.00	14,280.00
101	F&I Foundation Controller	EA	1.00	4,080.00	4,080.00
102	F&I Foundation Type V	EA	1.00	2,240.00	2,240.00
103	F&I Signal Cable AWG 14/2	LF	1,300.00	3.80	4,940.00
104	F&I Signal Cable AWG 14/3	LF	1,300.00	4.20	5,460.00
105	F&I Signal Cable AWG 14/5	LF	1,200.00	4.45	5,340.00
106	F&I Signal Cable AWG 14/7	LF	1,600.00	5.00	8,000.00
107	F&I Signal Cable AWG 14/20	LF	650.00	8.15	5,297.50
108	F&I Signal Cable AWG 16/3	LF	800.00	4.20	3,360.00
109	F&I Signal Cable 3M Opticom	LF	360.00	10.20	3,672.00
110	F&I Signal Cable CAT 6	LF	160.00	10.20	1,632.00
111	F&I Signal Cable Loop Lead-in	LF	1,800.00	4.05	7,290.00
112	F&I Signal Cable #6 RHW	LF	135.00	10.05	1,356.75
113	F&I Detection Preformed Loop	EA	16.00	4,080.00	65,280.00
114	F&I Detection Sawed-In Loop	EA	2.00	4,080.00	8,160.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
115	F&I Signal Standard Type V 17.5' High	EA	1.00	4,080.00	4,080.00
116	Install Signal Standard Combo - 36' MA	EA	1.00	28,560.00	28,560.00
117	Install Signal Standard Combo - 37' MA	EA	1.00	29,580.00	29,580.00
118	F&I Ped Push Button & Sign	EA	8.00	2,652.00	21,216.00
119	F&I Ped Push Button Post	EA	4.00	4,080.00	16,320.00
120	F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	6.00	1,530.00	9,180.00
121	F&I Head 3 Sect w/12" LED MA Mtd	EA	4.00	2,450.00	9,800.00
122	F&I Head 3 Sect w/12" LED Post Mtd	EA	2.00	2,850.00	5,700.00
123	F&I Head 4 Sect w/12" LED MA Mtd	EA	4.00	3,260.00	13,040.00
124	F&I Head 4 Sect w/12" LED Post Mtd	EA	4.00	3,465.00	13,860.00
125	F&I Equipment Cabinet & Controller	EA	1.00	63,400.00	63,400.00
126	F&I Equipment Battery Backup System	EA	1.00	15,300.00	15,300.00
127	F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	23,460.00	23,460.00
128	F&I Fiber Optic Terminations & Equip	LS	1.00	6,100.00	6,100.00
129	F&I Bollards	EA	7.00	3,060.00	21,420.00
130	Rem & Repl Pull Box Cover	EA	8.00	2,100.00	16,800.00
131	Rem & Repl Traffic Signal LED	EA	6.00	410.00	2,460.00
Traffic Signals Total					558,366.25
Signing					
132	F&I Sign Assembly	EA	9.00	69.40	624.60
133	F&I Sign Assembly & Anchor	EA	12.00	255.00	3,060.00
134	F&I Sign Assembly Mast Arm	EA	4.00	1,400.00	5,600.00
135	F&I Diamond Grade Cubed	SF	65.80	14.50	954.10
136	F&I High Intensity Prismatic	SF	97.50	13.00	1,267.50
137	F&I Flexible Delineator	EA	4.00	97.00	388.00
Signing Total					11,894.20
Pavement Marking					
138	Obliterate Pavement Markings	SF	10.00	15.30	153.00
139	Paint Epoxy Line 4" Wide	LF	444.00	3.05	1,354.20
140	Paint Epoxy Line 8" Wide	LF	62.00	10.20	632.40
141	Paint Epoxy Line 16" Wide	LF	35.00	20.40	714.00
142	Paint Epoxy Line 24" Wide	LF	90.00	25.50	2,295.00
143	Paint Epoxy Message	SF	16.00	23.45	375.20
144	F&I Grooved Plastic Film Message	SF	64.00	51.00	3,264.00
145	F&I Grooved Plastic Film 4" Wide	LF	1,290.00	8.15	10,513.50

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
146	F&I Grooved Plastic Film 8" Wide	LF	198.00	11.25	2,227.50
147	F&I Grooved Contrast Film 7" Wide	LF	828.00	13.25	10,971.00
148	F&I Grooved Thermoplastic Pavement Marking Message	SF	394.00	40.80	16,075.20
149	F&I Methacrylate 16" Wide	LF	121.00	44.88	5,430.48
150	F&I Methacrylate 24" Wide	LF	500.00	51.00	25,500.00
151	F&I Methacrylate	SF	288.00	39.80	11,462.40
Pavement Marking Total					90,967.88
Total Construction in \$					3,565,448.38

Interest	4.00%	142,617.94
Admin	4.00%	142,617.94
Legal	3.00%	106,963.46
Engineering	10.00%	356,544.84
Contingency	5.00%	178,272.43
Total Estimated Costs		4,492,464.99
Special Assessments		1,027,187.51
State Funds - Other ND		3,465,277.48
Unfunded Costs		0.00

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

21

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email: feng@FargoND.gov
www.FargoND.gov

April 22, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. UR-26-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, April 22, 2026, for Sanitary Sewer and Storm Sewer Lining, Improvement District No. UR-26-F1, located as follows: 25th Avenue North through Forest Avenue North and Broadway through 2nd Street North; 16th Avenue South through 14th Avenue South and South University Drive through 11th Street South; 18th Avenue South through 14th Avenue South and 20th Street South through 14th Street South.

The bids were as follows:

CC Steel, LLC	\$2,214,788.00
Inliner Solutions, LLC	\$2,416,966.00
Engineers Estimate	\$1,954,668.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to CC Steel, LLC. in the amount of \$2,214,788.00 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.
City Engineer

Engineer's Statement Of Cost
Improvement District # UR-26-F1
Sanitary Sewer And Storm Sewer Lining

25th Avenue North through Forest Avenue North and Broadway
 through 2nd Street North; 16th Avenue South through 14th
 Avenue South and South University Drive through 11th Street
 South; 18th Avenue South through 14th Avenue South and 20th
 Street South through 14th Street South

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:

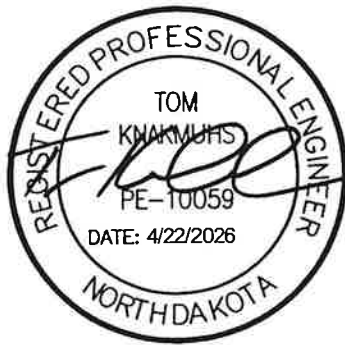
Sanitary Sewer and Storm Sewer Lining Improvement District # UR-26-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Area 1 - Sanitary Sewer					
1	Mobilization	LS	1.00	185,000.00	185,000.00
2	Spot Repair Pipe w/GB - PVMT	EA	1.00	25,600.00	25,600.00
3	Spot Repair Pipe w/GB - BLVD	EA	1.00	18,600.00	18,600.00
4	F&I Pipe Liner 6" Dia 6 mm CIPP	LF	4,508.00	24.00	108,192.00
5	F&I Pipe Liner 8" Dia 6 mm CIPP	LF	3,678.00	51.00	187,578.00
6	F&I Pipe Liner 10" Dia 6 mm CIPP	LF	5,228.00	54.00	282,312.00
7	Reconnect Sewer Service	EA	199.00	3,600.00	716,400.00
8	Traffic Control - Type 1	LS	1.00	925.00	925.00
Area 1 - Sanitary Sewer Total					1,524,607.00
Area 2 - Sanitary Sewer					
9	Mobilization	LS	1.00	27,000.00	27,000.00
10	Spot Repair Pipe w/GB - PVMT	EA	1.00	25,600.00	25,600.00
11	Spot Repair Pipe w/GB - BLVD	EA	2.00	18,400.00	36,800.00
12	F&I Pipe Liner 6" Dia 6 mm CIPP	LF	1,196.00	24.00	28,704.00
13	F&I Pipe Liner 8" Dia 6 mm CIPP	LF	1,388.00	51.00	70,788.00
14	F&I Pipe Liner 10" Dia 6 mm CIPP	LF	733.00	54.00	39,582.00
15	F&I Pipe Liner 15" Dia 7.5 mm CIPP	LF	735.00	68.00	49,980.00
16	Reconnect Sewer Service	EA	51.00	3,600.00	183,600.00
17	Traffic Control - Type 1	LS	1.00	950.00	950.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Area 2 -Sanitary Sewer Total					463,004.00
Area 3 - Storm Sewer					
18	Mobilization	LS	1.00	15,800.00	15,800.00
19	F&I Pipe Liner 12" Dia Gravity CIPP	LF	1,978.00	55.00	108,790.00
20	F&I Pipe Liner 15" Dia Gravity CIPP	LF	1,473.00	69.00	101,637.00
21	Traffic Control - Type 1	LS	1.00	950.00	950.00
Area 3 - Storm Sewer Total					227,177.00
Total Construction in \$					2,214,788.00

Engineering	10.00%	221,478.80
Admin	4.00%	88,591.52
Legal	3.00%	66,443.64
Interest	4.00%	88,591.52
Contingency	5.00%	110,739.40
Total Estimated Costs		2,790,632.88
Special Assessments		863,982.88
Utility Funds - Wastewater - 521		1,340,406.98
Utility Funds - Stormwater - 524		286,243.02
State Funds - Other ND		300,000.00
Unfunded Costs		0.00

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



27

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

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance 

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

DATE: 4/22/2026

Receive & File: General Fund Budget to Actual – March 31, 2026
General Fund – 2026 Year-End Projections as of March 31, 2026

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:

FCPH – Grant Award from NDDHHS for Title X Family Planning Program
FCPH – Grant Award from NDDHHS for Ryan White Part B Program

Other Financial:

FCPH – Purchase of Service Agreement with Central Cass Public School

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - March 31, 2026
 Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 41,080	\$ 38,139	\$ (2,941)
2 Licenses & Permits	1,708	897	(811)
3 Intergovernmental Revenue	2,316	2,284	(32)
4 Charges for Services	1,788	2,011	223
5 Fines & Traffic Tickets	433	338	(95)
6 Interest	1,375	1,950	575
7 Miscellaneous Revenue	284	119	(165)
8 Transfers In	4,745	4,712	(33)
Total Revenues	\$ 53,729	\$ 50,450	\$ (3,279)
EXPENDITURES:			
9 General Government	\$ 7,569	\$ 6,971	\$ 598
10 Public Safety	12,873	11,947	926
11 Public Works	3,487	3,158	329
12 Health & Welfare	3,373	2,976	397
13 Culture & Recreation	1,289	1,212	77
14 Economic Development	14	-	14
15 General Support	310	430	(120)
17 Operating Transfers	2,469	1,180	1,290
18 Contingency (Salary Savings)	(336)	(1)	(335)
Total Expenditures	\$ 31,048	\$ 27,873	\$ 3,175
Revenue Over (Under) Expenditures	\$ 22,681	\$ 22,577	\$ (104)

1 Timing/Allocation with Property Tax Receipts and Primary Resident Tax Credit revenue.

2 Building-related permits/fees are trending below budget.

9-12 Timing issues with budget v actual expenses.

17 Timing issue. One-time transfer will be made later in the year.

City of Fargo, North Dakota
General Fund - 2026 Year End Projections
 As of March 31, 2026
 Amounts shown in thousands

	YTD 2026 Actual	Remaining 2026 Estimates	YE 2026 Projections
REVENUES:			
1 Taxes	\$ 38,139	\$ 20,089	\$ 58,228
2 Licenses & Permits	897	\$ 6,442	7,339
3 Intergovernmental Revenue	2,284	\$ 24,757	27,041
4 Charges for Services	2,011	\$ 13,388	15,399
5 Fines & Traffic Tickets	338	\$ 1,826	2,164
6 Interest	1,950	\$ 4,550	6,500
7 Miscellaneous Revenue	119	\$ 566	685
8 Transfers In	4,712	\$ 18,605	23,317
Total Revenues	\$ 50,450	\$ 90,223	\$ 140,673
EXPENDITURES:			
9 General Government	\$ 6,971	\$ 22,614	\$ 29,585
10 Public Safety	11,947	\$ 51,355	63,302
11 Public Works	3,158	\$ 13,439	16,597
12 Health & Welfare	2,976	\$ 12,747	15,723
13 Culture & Recreation	1,212	\$ 4,562	5,774
14 Economic Development	-	\$ 55	55
15 General Support	430	\$ 1,389	1,819
16 Operating Transfers	(1)	\$ 9,884	9,883
17 Contingency (Salary Savings)	-	\$ (2,064)	(2,064)
Total Expenditures	\$ 26,693	\$ 113,980	\$ 140,673
Revenue Over (Under) Expenditures	\$ 23,757	\$ (23,757)	\$ (0)

**Report of Action:
FAHR Meeting of April 20, 2026**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Health - Family Planning Program

Description: See Memo. Heath requests approval of the grant as noted. Funds are included with budget.

Net Financial Impact: \$0 included with budget

At their meeting, FAHR endorsed this request.

Suggested Motion:

Move to approve the Title X Family Planning notice of grant award from ND Department of Health and Human Services.



**Fargo Cass
Public Health**
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH

ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 27, 2025

**RE: GRANT AGREEMENT FROM ND DEPARTMENT OF HEALTH
AND HUMAN SERVICES FOR TITLE X FAMILY PLANNING
PROGRAM.**
NO: G25.526 CFDA: 93.217
FUNDS: \$194,742
EXPIRES: 03/31/2027

The attached grant award for Title X Family Planning programming provides funds of \$194,742 for Fargo Cass Public Health to provide voluntary family planning education and services.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve this notice of grant award from ND Department of Health and Human Services.

JF/lis
Attachment



NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
 SFN 53771 (05-2025)

Grant Number G25.526	CFDA Name Family Planning Services	CFDA Number 93.217
FAIN Number FPHPA006519	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2026
Federal Award Date 3/31/2026	Federal Awarding Agency United States Department of Health and Human Services	Grant End Date 3/31/2027

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Title X Family Planning Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code 4551 S311-OC-00 31
Grantee Name Fargo Cass Public Health	Project Director Cora Rabenberg
Address 1240 25 th Street S	Address 600 E. Boulevard Ave., Dept. 325
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Jennifer Faul	Contact Name Cora Rabenberg
Telephone Number 701-241-1362	Telephone Number 701-328-4535
Email Address jfaul@fargond.gov	Email Address crabenberg@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$194,742	\$0	\$194,742
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$194,742	\$0	\$194,742
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

Grantee will provide voluntary family planning which consists of educational, comprehensive medical and social services necessary to aid individuals to determine freely the number and spacing of their children. Grantee must follow Sections 1001, 1007 and 1008 of the Title X Public Health Service Act: 42 CFR Part 59, subpart A. Grantee must follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals as provided. Grantee must follow the approved FY2026-2027 application.

Reporting Requirements

Monthly, quarterly, semi-annual and annual reports are to be submitted to the Family Planning Program state office as outlined by the North Dakota Family Planning Program Policy Procedure manual and Subrecipient Reporting Schedule. Failure to submit the required reports and attend subrecipient director meetings will result in reevaluation of services and funding. Expenditure reports must be submitted using the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2026 must be received by July 15, 2026. Expenditure report for the period ending March 31, 2027 must be received by April 15, 2027. Reimbursement will be processed upon Department approval of expenditures and reports.

Special Conditions

None.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: Requirements Received; Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 04/13/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jennifer Faul, Director of Public Health		Typed Name/Title of Authorized Representative Cora Rabenberg, Assistant Unit Director Family Health and Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	

ATTESTED BY:

Angie Bear, Deputy City Auditor

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

**Report of Action:
FAHR Meeting of April 20, 2026**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Health - Ryan White Part B Program

Description: See Memo. Heath requests approval of the grant as noted. Funds are included with budget.

Net Financial Impact: \$0 included with budget

At their meeting, FAHR endorsed this request.

Suggested Motion:

Move to approve the Ryan White Part B notice of grant award from ND Department of Health and Human Services.



**Fargo Cass
Public Health**
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH

ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 27, 2025

**RE: GRANT AGREEMENT FROM ND DEPARTMENT OF HEALTH
AND HUMAN SERVICES FOR RYAN WHITE PART B
PROGRAM**
NO: G25.541 CFDA: 93.917
FUNDS: \$400,000
EXPIRES: 03/31/2027

The attached grant award for Ryan White Part B programming provides funds of \$400,000 for Fargo Cass Public Health to provide voluntary essential core and supportive services to meet the needs of eligible clients living with HIV in ND.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve this notice of grant award from ND Department of Health and Human Services.

JF/lls
Attachment



NOTICE OF GRANT AWARD
 NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
 SFN 53771 (05-2025)

Grant Number G25.541	CFDA Name HIV Care Formula Grants	CFDA Number 93.917
FAIN Number X0700043	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2026
Federal Award Date 3/24/2026	Federal Awarding Agency Health Resources Services Administration (HRSA)	Grant End Date 3/31/2027

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Ryan White Part B Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 2241 S543-OC-00 33 \$60,000. 2241 S543-ME-01 33 and 2241 S543-OC-01 33: \$340,000.
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch
Address: 1240 25 th Street South	Address: 600 East Boulevard Avenue, Dept. 325
City/State/ZIP Code: Fargo, ND 58103-2367	City/State/ZIP Code: Bismarck, ND 58505-0250
Contact Name: Jenn Faul	Contact Name: Lindsey VanderBusch
Telephone Number: 701-241-1380	Telephone Number: 701-328-4555
Email Address: jfaul@fargond.gov	Email Address: lvanderbusch@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$400,000	\$0	\$400,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$400,000	\$0	\$400,000
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimis rate of 10% (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service
 Grantee agrees to provide essential core and supportive services to meet the needs of eligible clients living with HIV in North Dakota. Grantee's work will meet the Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Treatment Extension Act of 2009 and the North Dakota Department of Health and Human Services Ryan White Part B (RW) program three performance goals which are as follows: (1) strengthen and expand the health care safety net for people living with HIV; (2) expand availability of health care resources to underserved, vulnerable, and special needs populations; and (3) increase the appropriate provision of effective and culturally competent health care services by health care providers. Grantee agrees to perform/reimburse all enrolled clients for services as follows: Outpatient/Ambulatory Health Services, Oral Health Care, Vision Assistance, Mental Health Services, Medical Nutrition Therapy, Medical Case Management, Non-Medical Case Management, Emergency Financial Assistance, Housing, Medical Transportation, Psychosocial Support Services, and Outreach Services. Details regarding reimbursable services and expectations are further described in Attachment A.

Reporting Requirements
 Grantee must submit expenditure reports monthly via the Program Reporting System (PRS). Grantee must submit the "Ryan White Monthly Request for Reimbursement" form by the 15th of the following month with each reimbursement request. Expenditure report for the period ending June 30, 2026, must be received by July 15, 2026. Expenditure report for the period ending March 31, 2027, must be received by May 15, 2027. Reimbursements will be processed upon Department approval of expenditures and forms.

Special Conditions
 None.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: Requirements Received; Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date	Signature	Date	Signature
04/16/2026			
Typed Name/Title of Authorized Representative Jennifer Faul, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases	
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST: _____		Angie Bear, Deputy City Administrator	

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

G25.541
Fargo Cass Public Health
Attachment A

Scope of Service

Purpose

The purpose of this award is to meet the Health Resources Services Administration (HRSA) and the North Dakota Ryan White Part B (RW) program goals. Grantee agrees to provide case management services¹ including: (1) initial and periodic assessment of client needs, (2) development of individual care plans that consider the full continuum of social services needed for persons with HIV infection, their families and significant others; and (3) the provision or coordination of access to essential support services, or other needs identified during client assessment.

Successful implementation of the program will be indicated by documentation of client needs and care plan development, maintenance of appropriate documentation for client eligibility, number of successful referrals completed by the client, and collection of client level utilization data (supportive services reimbursement documentation). Periodic work outside of normal hours may occur to meet emergent needs of clients. The ability to support this effort should be noted in program policies and procedures.

Fiscal Assurances

Payment to Grantee will be made according to reimbursable expenditures allowed by Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009. Prior to requesting reimbursement, Grantee will assure that all other payment streams have been exhausted or determined unavailable, and that the RW program is the payer of last resort. Any and all funds that are utilized to cover expenses related to this program that are subsequently billed to another agency and/or are recovered from other payors must be returned to the program and be utilized only for expenses related to the original scope of the award. These recovered payments are considered program income that must be tracked and documented by the Grantee on how the program income supports allowable costs under this award.

Grantee will be reimbursed according to expenditures itemized on the "Ryan White Monthly Request for Reimbursement" form. Case management reimbursement is calculated at a **maximum** of \$80 per hour for face-to-face or other case management encounters; mileage for case management home visits is calculated at the IRS mileage rate in effect at the time of the visit which is \$0.725 per mile as of January 1, 2026; and voucher reimbursement for client transportation to medical or supportive services is reimbursed on a dollar-for-dollar basis. Reimbursement for short-term emergency assistance is permitted on a dollar-for-dollar basis, in compliance with current RW Program Policies. Grantee agrees to limit fees (in the event fees are charged) for clients receiving services to the total allowable annual charges as defined in Public Law 101-381 Section 2617(c). Grantee may assess a ten (10) percent fee for administrative processing of reimbursement requests.

Program Assurances

Grantee agrees to maintain and secure client records as required by North Dakota Century Code section 23-07-02.2; comply with the North Dakota HIV/STD/TB/Viral Hepatitis Confidentiality Policy; and follow all applicable regulations set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HITECH Act of 2009. A breach in confidentiality can lead to immediate termination of this agreement and criminal charges for individuals involved (class C felony). Grantee agrees to conduct all Notice of Grant Award activities in accordance with the HRSA and the ND RW program policies as described in the ND RW Part B Program Manual. Grantee agrees to collect and maintain supporting documentation for client eligibility, and assures that **all** clients will be treated fairly, equitably, and with respect.

Corrective Action

Corrective action may be prompted by items such as overspending, improper invoicing, missing or incomplete patient records, or failure to appropriately serve an eligible client. Initiation of an informal graduated process of corrective action with the Grantee including technical assistance in the area of concern will be utilized.

Appeals Process

Grantee may appeal a decision regarding suspension, reallocation, or termination of funding. Initial phases of the appeals process will be handled by the NDDHHS and will be forwarded to the HRSA office, as necessary.

¹ Case management: a mechanism for coordinating existing resources to insure the most comprehensive program for meeting a client's need for care and is primarily a process that links the client to available services.

**Report of Action:
FAHR Meeting of April 20, 2026**

- Purchase Policy
- Budget Adjustment/Reallocation
- Personnel Request
- Other Financial

Department: Health
Description: See Memo. Health requests approval of the Central Cass Public School contract. Contract amount is based on hours worked; 70% cost covered by the school via this contract and 30% cost covered by Cass County through their contract with Health. Funds are included with budget.

Net Financial Impact: \$0 included with budget

At their meeting, FAHR endorsed this request.

Suggested Motion:
Move to approve the purchase of service agreement with Central Cass Public School District.



**Fargo Cass
Public Health**
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH

ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 27, 2026

**RE: PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS
PUBLIC SCHOOL DISTRICT.
FUNDS: \$70,797.66
EXPIRES: 06/30/2027**

The attached purchase of service agreement is with Central Cass Public School District for \$70,797.66 for nursing services for the 2026-2027 school year.

BUDGET ADJUSTMENT

No budget adjustments.

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve the purchase of service agreement with Central Cass Public School District.

JF/lls
Attachment



Whereas, the Central Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for the school year 2026-2027, beginning on July 1, 2026, and ending on June 30, 2027. This contract may be renewed for subsequent school years by written agreement of the parties. Provided that either party may terminate this contract at any time upon thirty (30) days written notice to other party.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 70 percent for the district and 30 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on extended leave.
3. Central Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 60 hours to use over the school year. Therefore, Central Cass Public School District agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 60 hours, including any overtime accrued in lieu of this request. The school nurse rate with salary and benefits will be billed at \$57.92. If additional hours are requested outside of the terms of this agreement by the District it will be subject to staffing availability and operational approval by Provider. Provider shall have no obligation to provide additional hours where doing so would result in overtime, staffing shortages, or disruption of other public health services.
4. Fargo Cass Public Health will be reimbursed at a rate of 70 percent for nurses and aides who take time off during non-scheduled school days, up to two weeks, between August 26, 2026, and May 26, 2027.
5. Mileage expense for nursing staff and aides to travel between Fargo Cass Public Health and Central Cass Public School shall be reimbursed at the IRS rate, which is currently at .72.5 cents per mile, up to a maximum of 500 miles per school year.



V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves the right to copy or reproduce any materials created or produced, by the Provider, in the performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for the performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of audits, examinations, excerpts, billings, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including all electronic health information, if applicable, and will follow their own retention policy.



XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall ensure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings,



PURCHASE OF SERVICE AGREEMENT WITH CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH
NURSING- SCHOOL
TERM: 07/01/2026 TO 06/30/2027 - Page 4 of 8

agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider' s obligations under these acts may be directed to the Provider' s representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

XXIX. FORCE MAJEURE

Neither party shall be liable for delay or failure in performance caused by events beyond its reasonable control, including natural disasters, severe weather, fire, flood, war, terrorism, labor disputes, governmental action, or public health emergencies. The affected party shall give prompt notice and shall resume performance as soon as reasonably practicable.



ATTACHMENT A
SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Central Cass Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.
- B. Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow-through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.



**ATTACHMENT B
 2026-2027
 SCHOOL HEALTH SERVICES BUDGET**

SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2026 to 6-30-2027

NURSING COVERAGE- Central Cass at 70% and FCPH at 30%

<u>Staff</u>	<u>Hours/week</u>	<u>Weeks</u>	<u>Hourly compensation</u>	<u>Total</u>
Nurse	30	35	\$ 57.92	\$ 60,816.00
	30	2	\$ 57.92	\$ 3,475.20
RN ADMINISTRATION COST	36 hours per budget year		\$ 66.83	\$ 2,405.88
			Sub-total	\$ 66,697.08
			Central Cass @ 70%	\$ 46,687.96
			FCPH @ 30%	\$ 20,009.12
Additional Hours at 100%	10	35	\$ 57.92	\$ 20,272.00
Additional Hours at 100%	60 hours/year		\$ 57.92	\$ 3,475.20
Mileage	Up to 500 miles/year		\$ 0.725	\$ 362.50
			Central Cass at 100%	\$ 24,109.70
CENTRAL CASS TOTAL				\$ 70,797.66
FCPH TOTAL				\$ 20,009.12

NOTE: TOTAL COST FOR FCPH 7-1-2026 TO 6-30-2027 = \$20,009.12



**ATTACHMENT C
PROVIDER ASSURANCES**

- A.** All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.

- B.** No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.

- C.** The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.

- D.** The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

- E.** The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.

- F.** Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.

- G.** The Provider shall not assign this agreement.

- H.** Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

28

City of Fargo Staff Report			
Title:	Commerce on 12 th Ninth Addition	Date:	2/24/2026
		Updated:	4/23/2026
Location:	5627 and 5669 13 th Avenue North	Staff Contact:	Luke Morman, Planner
Legal Description:	Lot 1, Block 1, Commerce on 12 th Eighth Addition		
Owner(s)/Applicant:	NAP Dakotas, LLC / Houston Engineering	Engineer:	Houston Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lot 1, Block 1, Commerce on 12 th Eighth Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: April 27 th , 2026		

Existing	Proposed
Land Use: Office and warehouse	Land Use: Office, warehouse, and undeveloped
Zoning: LI, Limited Industrial	Zoning: No change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishments, office, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunication facilities.	Uses Allowed: No change
Maximum Building Coverage Allowed: 85%	Maximum Lot Coverage Allowed: No change

Proposal:
<p>The applicant requests approval of one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision to be known as Commerce on 12th Ninth Addition, a replat of Lot 1, Block 1, Commerce on 12th Eighth Addition to the City of Fargo, Cass County, North Dakota <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: Across 14th Avenue North LI, Limited Industrial; City of Fargo detention pond • East: LI, Limited Industrial; warehouse • South: Across 13th Avenue North LI, Limited Industrial; manufacturing and production • West: Across 57th Street North (9th Street Northeast); City of West Fargo.

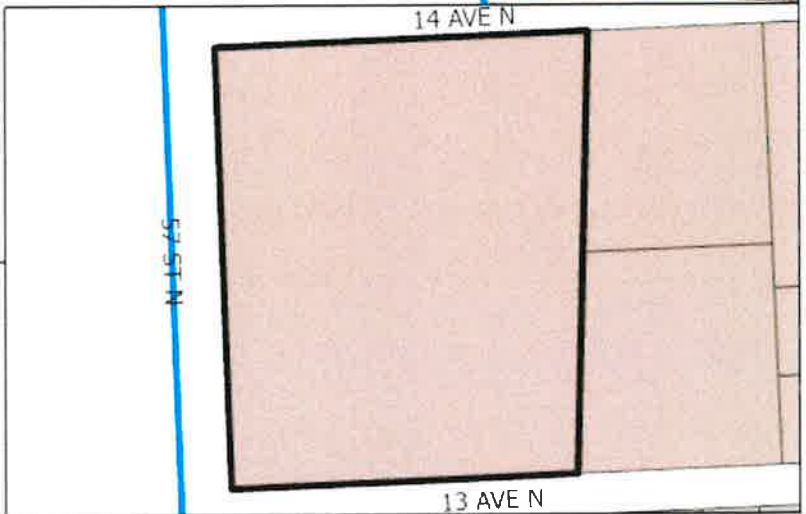
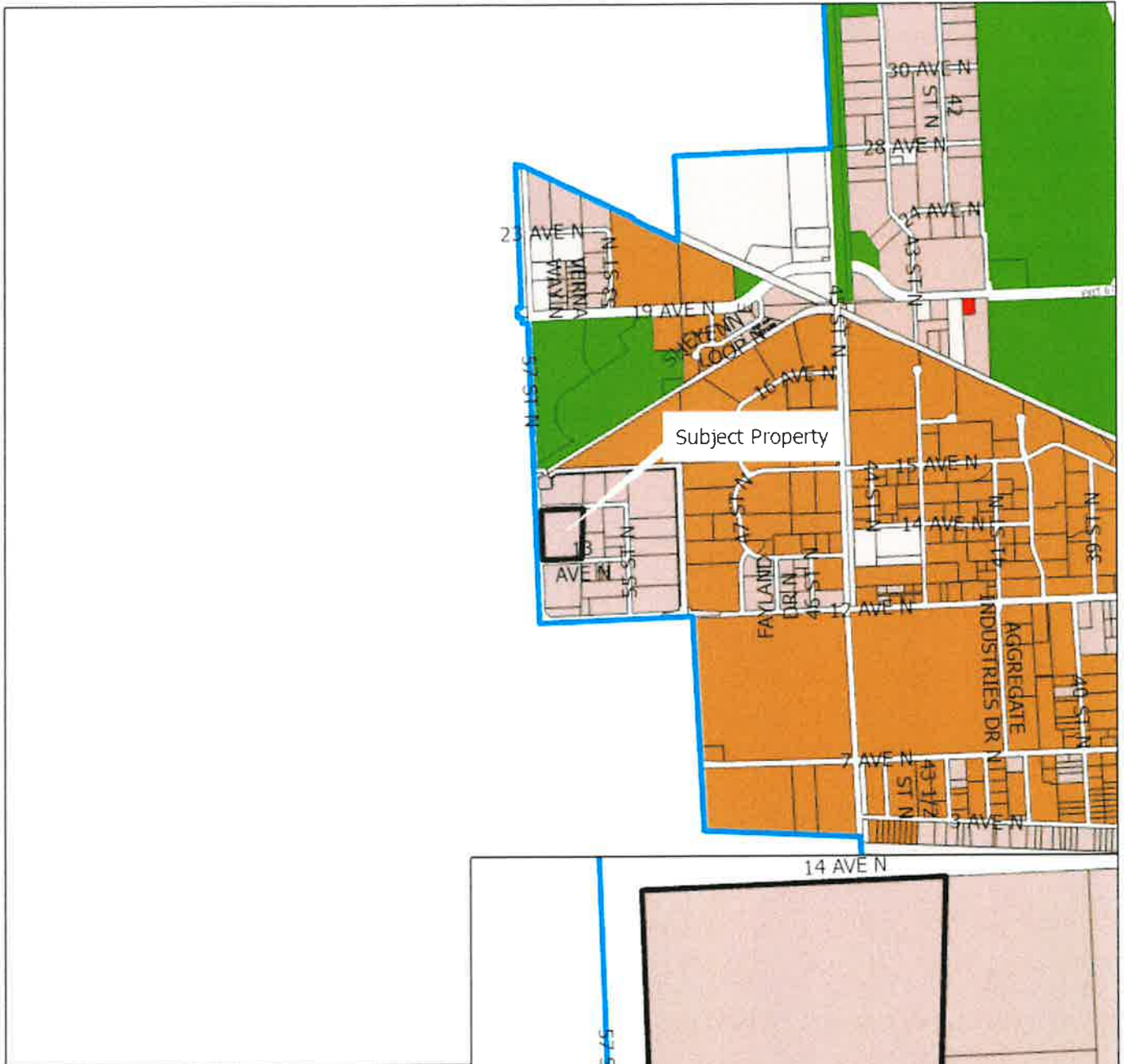
<p>Area Plans:</p> <p>The Fargo Growth Plan 2024 designates the area of the subject property as “General Industrial and Flex Warehouse” place type. The proposed development is consistent with this land use designation.</p>
<p>Context:</p> <p>Schools: The subject property is located within the West Fargo School District and is served by Westside Elementary, Cheney Middle, and West Fargo High schools.</p> <p>Neighborhood: The subject property is not located within a defined neighborhood.</p> <p>Parks: There are no parks located within a quarter of a mile east of the subject property.</p> <p>Pedestrian / Bicycle: Off-road shared-use paths are located along the north side of 12th Avenue North and is a component of the metro area bikeways system.</p> <p>MATBUS Route: There are no MATBUS routes within a quarter of a mile of the subject property.</p>
<p>Staff Analysis:</p> <p>The proposed plat will split one lot into a three-lot minor subdivision entitled Commerce on 12th Ninth Addition. The existing easements will carry through to the proposed plat.</p> <p>Staff has coordinated with the applicant to create an Amenities Plan discussing stormwater management.</p> <p>Since the March 3rd, 2026 Planning Commission meeting, staff has agreed to allow the applicant to adjust the negative access easement along 14th Avenue North from a 200’ long easement to a 160’ long easement. This will allow for a driveway to be placed closer to the intersection while still following the LDC and Fargo Transportation plan.</p> <p>Minor Subdivision</p> <p>The LDC stipulates that the following criteria are met before a minor subdivision can be approved:</p> <ol style="list-style-type: none"> <p>1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</p> <p>The current zoning is LI, Limited Industrial, and no zone change is proposed. This zoning is consistent with the “General Industrial and Flex Warehouse” place type of the Fargo Growth Plan 2024. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no inquiries about the project. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments. These departments have found that the plat meets the standards of Article 20-06 and other applicable requirements of the Land Development Code.</p> <p>(Criteria Satisfied)</p> <p>2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and</p>

<p>proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)</p>
<p>Staff Recommendation:</p>
<p>Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and move to approve the proposed plat of the Commerce on 12th Ninth Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C, and all other applicable requirements of the Land Development Code."</p>
<p>Planning Commission Recommendation: March 3rd, 2026</p>
<p>At the March 3rd, 2026 Planning Commission, that Commission, by a vote of 10-0 with one Commissioner absent, moved to accept the findings and recommendations of staff and moved to recommended approval to the City Commission of the proposed plat of the Commerce on 12th Ninth Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C, and all other applicable requirements of the Land Development Code.</p>
<p>Attachments:</p>
<ol style="list-style-type: none">1. Zoning Map2. Location Map3. Preliminary Plat

Minor Subdivision

Commerce on 12th Ninth Addition

5669 and 5627 13th Avenue North



Legend

AG	LC	MR-3	SR-3
DMU	LI	NC	SR-4
GC	MHP	NO	SR-5
GI	MR-1	P/I	UMU
GO	SR-2	City Limit	



Fargo Planning Commission
March 3, 2026

Minor Subdivision

Commerce on 12th Ninth Addition

5669 and 5627 13th Avenue North



Legend

 City Limit

COMMERCE ON 12TH NINTH ADDITION A MINOR SUBDIVISION BEING A REPLAT OF LOT 1 BLOCK 1, COMMERCE ON 12TH EIGHTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNERS CERTIFICATE.
KNOW ALL PERSONS BY THESE PRESENTS That NAP Dakota, LLC, a North Dakota limited liability company, is the owner and proprietor of the following described parcel of land:
Lot 1, Block 1, Commerce on 12th Eighth Addition to the City of Fargo, Cass County, North Dakota
Said tract contains 13.96 acres, more or less.
And that said party does hereby vacate the accurate easement as designated for vacation on this plat, and has caused the same to be surveyed and replatted as COMMERCE ON 12TH NINTH ADDITION to the City of Fargo, Cass County, North Dakota.

OWNER,
NAP Dakota, LLC
By: North American Properties, Inc., A North Dakota corporation
its manager

Eric Beshko, President

State of ND
County of Benton

On this 27th day of February, 2026, before me personally appeared Eric Beshko, President of North American Properties, Inc., a North Dakota corporation, which I know to be the person whose name is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

Notary Public [Signature] 2026

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT.

I, James A. Schlemmer, Professional Land Surveyor under the laws of the State of North Dakota, on this day certify that this plat is a true and correct representation of the survey of said block as set out in the instrument for the same, and that the same has been located or placed in the ground as shown.

Dated this 27th day of February, 2026

James A. Schlemmer, Professional Land Surveyor No. 6686

State of North Dakota
County of Cass

On this 27th day of February, 2026, before me personally appeared James A. Schlemmer, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public [Signature]

CITY ENGINEERS APPROVAL

Approved by the Fargo City Engineer this _____ day of _____, 20____.

Tom Koukousis, PE, City Engineer

State of North Dakota
County of Cass

On this _____ day of _____, 20____, before me personally appeared Tom Koukousis, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the same as his free act and deed.

Notary Public _____

FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this _____ day of _____, 20____.

Marinda R. Tisa, Chair
Fargo Planning Commission

State of North Dakota
County of Cass

On this _____ day of _____, 20____, before me personally appeared Marinda R. Tisa, Chair of the Fargo Planning Commission, known to me to be the person who is described in and who executed the same as her free act and deed.

Notary Public _____

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and entered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor

State of North Dakota
County of Cass

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed on behalf of the City of Fargo.

Notary Public _____



MEMORANDUM

TO: Board of City Commissioners

FROM: Nicole Crutchfield, Planning Director
Mark Williams, Assistant Planning Director *NW*

DATE: April 23, 2026

RE: Downtown Parking Operator Contract – RFP26022

Background:

In April 2025, the City kicked off a comprehensive study of parking in downtown which included:

- Inventory and utilization of both on and off-street parking facilities
- Evaluate parking service delivery models and parking governance structure including recommendations for efficiency and improvement for the parking system holistically
- Develop RFP (request for proposal) for parking management services and evaluation
- Develop operation and maintenance guidance for parking facilities.

On September 26, an Informational Meeting was held for City Commission where findings of the study were presented and direction of the draft Request for Proposals were shared and discussed. The study can be found online at: <https://fargond.gov/live/parking/parking-studies-maps>.

Following an extensive RFP process, the evaluation committee presented the preferred parking operator, PCI Municipal Services which was unanimously approved at the February 17, 2026 City Commission meeting, with the idea that the contract would be brought back to City Commission for review.

Updates:

Following the February 17th city commission meeting, introductory meetings and coordination have begun with stakeholders to facilitate a transition between the incoming operator and outgoing operator. Before we can proceed much further; however, a contract is needed with the new operator.

Working with our City Attorney, the attached contract has been developed for review and approval. The format for this contract includes a lump sum management fee and scope of services. The proposed contract combines many of our current parking operations under one contract and includes a new format for reporting to include more robust data. This will create opportunities for staff efficiencies allowing for a unified approach to manage the operation costs and revenue at finer detail for future city budget analysis and strategic decision making.

Timeline for transition includes:

- April 27, 2026 – Finance Committee update outlining downtown parking scope of services and budget strategy.
- April 27, 2026 – City Commission contract consideration
- May 2026 – Contract parking customers are notified of transition. Stakeholder public communications rolled out.
- June 1, 2026 – Contractual start date and continue the existing parking program for the first 6 months.
- June 1, 2026 – Modify residential parking rate once overall data and analysis is completed.

- June 1, 2026- December 2026 - Parking data analysis for future program development:
 1. Residential parking permit
 2. Contractor parking permit
 3. Engage with stakeholders
- January 2027 - Evaluate parking data and community comments for potential future parking system modifications with coordination with Finance Committee and City Commission

No additional changes in operations, policies or 2026 budget are recommended at this time. The attached contract summarizes what will be included in operations. Once data from current operations are reviewed and analyzed strategy and recommendations will be brought to the city commission for consideration.

Recommendation: To approve the five-year contract with PCI Municipal Services, LLC as the Downtown Fargo Parking Operator.

MASTER PARKING SERVICES AGREEMENT

THIS MASTER PARKING SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of April, 2026, between PCI Municipal Services, LLC (hereinafter called “Vendor”) and the City of Fargo, North Dakota (hereinafter called “City”), a municipal corporation organized and existing under the laws of the State of North Dakota.

RECITALS

WHEREAS, the City owns and operates a public parking system consisting of on-street and off-street parking facilities;

WHEREAS, the City Commission received and filed the City of Fargo 2025 Downtown Parking study that analyzed the parking program identifying existing inventory and utilization, future demand and utilization, and goals and recommendations following best practices in the industry;

WHEREAS, the City desires to engage a Vendor capable of providing operational and management services for parking;

WHEREAS, the City issues a request for proposals seeking a qualified vendor to manage, operate, and maintain the municipal parking system;

WHEREAS, the Vendor submitted a proposal which the City has accepted;

WHEREAS, the parties desire to enter into an agreement whereby Vendor shall provide parking management services under the terms set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the City and the Vendor, the parties hereto agree as follows:

AGREEMENT

1) Term

- a. **Five Year Term:** The term of this Agreement shall commence on _____, 2026. The initial contract period will be for five (5) years from the date of commencement.
- b. **Renewal:** The City may, in its sole discretion, renew this Agreement for:
 - i. One (1) additional five (5) year term.
- c. **Sole Discretion:** Any such renewal will be contingent upon satisfactory performance of the Contractor and will require approval from the Board of City Commissioners of the City.
- d. **Annual Appropriation:** Notwithstanding any provision of this Agreement to the contrary, the City’s obligations under this Agreement are expressly contingent upon the annual appropriation of funds by the Board of City Commissioners. In the event sufficient funds are not appropriated for any fiscal year, the City may terminate this Agreement without penalty or further obligation upon written notice to Vendor, and

Vendor shall be entitled only to payment for services properly performed and approved through the effective date of termination.

- 2) **Assignment** - This Agreement shall not be assigned nor subcontracted by Vendor in whole or in part without the prior written consent of City. Such consent shall not be unreasonably withheld by the City..
- 3) **Non-Exclusivity Clause** - This Agreement is non-exclusive. The City expressly reserves the right, in its sole discretion, to perform any services contemplated under this Agreement itself or to contract with one or more additional Vendors for any portion of the services described herein. Vendor acknowledges that the City makes no representation or guarantee regarding the volume of work to be assigned under this Agreement and shall have no claim against the City arising from the City’s exercise of its rights under this Section
- 4) **Duties of Vendor** - Vendor shall provide all management, administration, operation, maintenance, enforcement support, customer service, and technology services necessary for the effective operation of the City’s public parking system (the “Parking System”) in accordance with this Agreement. Vendor shall perform its duties in a professional and workmanlike manner consistent with generally accepted industry standards and in compliance with all applicable federal, state, and local laws, ordinances, and regulations, as well as all policies, procedures, and directives established by the City. Vendor shall be responsible for the day-to-day operation of the Parking System; however, the City retains sole authority over all policies, rates, enforcement priorities, and operational directives, and Vendor shall implement and administer such directives as provided by the City. Vendor shall not use or permit the use of the Parking System or Facilities for any purpose other than those authorized under this Agreement without the prior written consent of the City. The City reserves the right to use the Facilities for supplemental, complementary, or other purposes, including revenue-generating activities, in its sole discretion.
- 5) **Parking Facilities**
 - a. The Vendor shall be responsible for managing the day-to-day operations of Fargo’s public parking assets, comprised of on-street parking areas around Downtown Fargo as well as up to Four parking ramps and Four parking lots (“Fargo’s Public Parking System”). A map of these parking facilities is detailed on Exhibit A to this Agreement. The five parking ramps and five parking lots are:

Parking Facility	Address	Approximate Number of Parking Stalls
NP Avenue Ramp*	636 North Pacific Avenue	461
Civic Center Ramp	411 Second Avenue	242
Mercantile Ramp*	410 Fifth Street	354
Roberts Common Ramp	217 Roberts Street	460
3 rd Street Lot	320 Machinery Row Avenue	146

Main Avenue Lot	501 Main Avenue	60
C1 Lot	222 Fourth Street	30
C2 Lot	401 Third Avenue	40

* denotes P3 facility (see 5.c for more information)

- b. The City may add additional parking locations and spaces to the Fargo Public Parking System or may reduce parking locations and spaces from the Fargo Public Parking System during the Term of this Agreement.
- c. Vendor acknowledges that certain parking facilities, including the NP Avenue Ramp and Mercantile Ramp (the “P3 Facilities”), are currently subject to public-private partnership arrangements with third-party development partners and are not fully under the City’ management or control. As a condition of providing services at the P3 Facilities, Vendor shall be required to enter into separate agreements with the applicable third-party development partner(s), on terms acceptable to such partner(s), for a transitional period. Vendor further acknowledges that ownership and operational control of the P3 Facilities are anticipated to transfer to the City in the future, at which time such facilities are expected to be incorporated into this Agreement upon written notice from the City, without the need for a separate agreement with the third-party development partner(s). The City makes no representation or guarantee regarding the timing or completion of such transfer and shall have no liability arising from Vendor’s inability to reach agreement with any third-party development partner.

6) Scope of Work

- a. Vendor will manage and administer a public parking operation for the City’s Parking Program, described in Section 5 herein, according to the approved ordinances, policies and procedures of the City (“Scope of Work”).
- b. Vendor shall provide consulting and general services commensurate with the agreed upon Scope of Work.
- c. The City and Vendor may from time to time adjust the Scope of Work with mutual consent and approved Operating Budget funds necessary for the fulfillment of any additional services including but not limited to modifying off-street and on-street parking facility quantities and locations.
- d. The City may add additional parking locations and spaces to the System during the Term of this Agreement. If parking facilities and/or spaces are added to the System, the parties will agree upon a fair and equitable adjustment to the Management Fee.
- e. Vendor will be responsible for the facilities during the hours of operation.
- f. All facilities shall operate seven (7) days per week with the hours of operations ranging from sunrise to sunset to 24-hours based upon location type and service; and will be subject to change at the City’s discretion and final approval.

7) Vendor’s Compensation

- a. As compensation for its' services provided, Manager shall be paid an annual Base Management Fee equal to \$42,600, which shall be paid to Vendor in equal monthly installments during each contract year. The Base Management Fee shall be adjusted annually according to the Consumer Price Index for the State of North Dakota, however, the Base Management Fee shall not ever be reduced from one contract year to the next.

8) City of Fargo Responsibilities.

- a. The City of Fargo shall have the following responsibilities related to the City's parking management operation:
 - i. Provide Vendor a City staff member main point of contact to serve as Contract Administrator.
 - ii. Provide Vendor City-leased office space for staff and customer activities related to the parking program. Current leased office space is located at the Mercantile Parking Ramp.
 - iii. Provide dedicated fiber optic connections (dark fiber) between designated parking ramps and facilities including Roberts Commons (RoCo), Mercantile, Civic Center, and NP Avenue Ramps.
 - iv. Establish and/or approve parking facility operating rates and hours of operation.
 - v. Provide Vendor with two (2) gas powered Go-4 scooters for the purposes of parking enforcement operations. One scooter is a 2025 model, one is a 2016 model.
 - vi. Provide the necessary authorizations to execute Vendor's scope of work.

9) Security.

- a. Within thirty (30) days of contract execution, the Vendor shall submit to the City for approval a proposed security plan for the Fargo parking facilities. Modifications to the schedules or responsibilities must be approved in writing by the contract administrator.
- b. Facility Security. The City shall provide the vendor with card-based door access to each parking ramp facility where applicable. The Vendor shall exercise extreme care to assure that ID cards, keys, combination codes, or passwords that have been assigned to the Vendor (i.e., office and to various pieces of revenue control equipment) are restricted only to those personnel needing access to perform their duties properly. The Vendor shall keep a log or master list of who has keys to which doors and pieces of equipment. The contract administrator must approve the list of the authorized personnel. The vendor must ensure that any personnel with access comply with all City security and access policies. Access rights must be used only for contract-related activities and may be revoked at the City's discretion. The City has the discretion in providing the Vendor with the ability to trespass individuals from the parking facilities.

- c. Receipts. The Vendor shall require security staff to maintain and complete daily log reports for each shift. The report shall include detail of facility areas monitored, specific time of monitoring, all security incidents noticed, actions taken, to respond to security, incidents, and other duties performed at specific times during the shift. These reports must be signed by the employee and supervisor at the end of the shift. Reports shall be kept on file and made available for review within 24-hours by the City.
- d. Parking Entry/Exit Tickets, Validations and Citations. The Vendor shall be responsible for protecting, from theft or misuse, all parking entry/exit tickets, validations, and citations collected and shall be held accountable for all of these purchased items. All voided tickets must be identified with a description of the reason for which it was voided. The Vendor shall provide a separate reporting category for voided tickets and process them with the daily reports. All mutilated, damaged, “found” or not regularly transacted tickets shall be voided and maintained in the same manner. All entry/exit tickets and validations shall be stored in a locked area and dispensed by authorized personnel. The contract administrator must approve the list of the authorized personnel.
- e. Staff daily logs. The Vendor shall require security staff to maintain and complete daily log reports for each shift. The report shall include detail of Facility areas monitored, specific time of monitoring, all security incidents noticed, actions taken, to respond to security, incidents, and other duties performed at specific times during the shift. These reports must be signed by the employee and supervisor at the end of the shift. Reports shall be kept on file and available for review within 24 hours by the City.

10) Financial Management.

- a. Vendor shall open, manage and maintain a bank account(s) designated for its management of the System, hereinafter “Operating Account”, at a financial institution acceptable to the City.]
- b. Vendor agrees to collect or cause to be collected all the revenues from the operation and use of the System. Revenue shall include all sources of revenue including parking fee payments, parking permit fees, citation fines (including fines collected by a collection agency), immobilization fees, but not limited to irregular payments for special events, and any other sources that may occur from time to time throughout the Term of the Agreement.
- c. Vendor shall engage a collection agency licensed to collect debt in the State of North Dakota to pursue the collection of the City’s unpaid parking citations over 90 days old. The collection agency shall be authorized to charge collection fees in accordance with the laws of the State of North Dakota. The City and Vendor may utilize any other lawful means of collection allowed or authorized under law.
- d. All receipts collected by Vendor shall be deposited in a timely manner, typically the next business day, by Vendor into the Operating Account.

- e. Vendor shall consider alternative ways to generate revenue including promoting under-used spaces, maximizing available spaces in each lot, and seasonal pricing. All pricing is subject to limits set by the City in the contract or per City Resolution or Ordinance and shall be subject to the City's prior approval
- f. In the event of a loss or theft of funds, Vendor shall immediately notify City. The amount of any such theft or loss shall be accounted for and repaid by the Vendor within thirty (30) days.
- g. Vendor is authorized to pay all approved Operating Expenses related to the management of the System from the Operating Account. Vendor shall not exceed the Operating Budget approved without prior express approval by the City. Vendor shall be responsible for collecting, reporting and paying of all required sales taxes and associated fees per local, State and Federal law. Vendor shall not be liable for any sales tax matters occurring prior to the Term.

11) Operating Budget

- a. Prior to the commencement of this Agreement, and one hundred twenty (120) days prior to each contract year hereof, Vendor shall submit to the City an Operating Budget for the System for review and consideration.
- b. The City shall review and approve the Operating Budget prior to the commencement of each contract year.
- c. The City, at its sole discretion, may adjust the Operating Budget during each contract year.
- d. Operating Expenses to be included in the Operating Budget shall include, but not be limited to, the following:
 - i. Payroll and salaries of Vendor's employees assigned to provide services and consulting for the City detailed herein
 - ii. Payroll taxes, health insurance, and benefits
 - iii. Liability, workers compensation, and automobile insurance premiums and deductibles
 - iv. Supplies, uniforms, and tools purchases
 - v. Office rental and related expenses
 - vi. Banking and credit card processing fees
 - vii. Software services and fees
 - viii. Contracted services related to snow removal, landscaping, and general maintenance
 - ix. Professional services
 - x. Marketing and promotion expenses
 - xi. Phone and data services
 - xii. Computers, printers, and copier equipment
 - xiii. Vehicle expenses
 - xiv. Advertising and promotional expenses

- xv. Approved capital expenditures: provided capital expenditures which title to the asset remains in the name of Vendor shall be amortized in accordance with applicable IRS guidelines
- xvi. Signage, striping, and painting expenses
- xvii. Vendor's management fees
- e. All budgeted, or City-approved, Operating Expenses shall be paid by Vendor from the Operating Account in accordance with Section 10. Vendor shall not exceed the approved Operating Budget without prior express written approval from the City.
- f. Vendor shall maintain complete and accurate records of all Operating Expenses, including original invoices, receipts, payroll records, and supporting documentation. Such records shall be organized by approved budget line item and shall be available for review by the City within twenty-four (24) hours' notice.
- g. The following procedures pertain to Vendor's cash disbursement system:
 - i. All payroll expenditures shall be recorded in a register and supported by approved time records.
 - ii. All fringe benefit and payroll tax payments must be supported by appropriate tax filings and accounting records.
 - iii. All disbursements shall be supported by voucher files that include original invoices and receipts (scanned copies shall suffice). Invoices and receipts that are illegible, not dated, or not properly labeled may be rejected by the City for purposes of compliance review.
 - iv. No later than the fifteenth (15th) day of each month, Vendor shall submit to the City a report of the prior month's Operating Expenses, including supporting documentation, identification of the applicable approved budget line item, and a comparison of actual expenditures to the approved Operating Budget. Any expenditures exceeding the approved budget or otherwise not in compliance with this Agreement shall be subject to review and approval by the City.
- h. The following items are expressly excluded from Operating Expenses under the Budget and shall be borne solely by Vendor:
 - i. Executive and administrative level overhead expenses not previously approved.
 - ii. Office equipment, including furniture and computers, unless specifically approved.
 - iii. Costs of repairs for damaged City property caused by Vendor's negligence.
 - iv. Travel expenses outside the City of Fargo.
 - v. Entertainment expenses.
 - vi. Professional memberships and subscriptions.
 - vii. Losses and expenses associated with theft or robbery of operations revenue.
 - viii. Losses and expenses associated with employee theft, shortage, or mismanagement.

12) Technology and Equipment

- a. All hardware provided under this Agreement must remain under active manufacturer support throughout the contract term. All software and associated licensing must be maintained, supported, and current for the duration of the contract. The Vendor must implement and maintain a vulnerability management and patching program. This includes critical vulnerabilities remediated within seven (7) days of discovery and high vulnerabilities remediated in thirty (30) days. The vendor must agree to periodic security assessments of their technology environment. At the City's discretion, this may include City-conducted vulnerability scans or third-party audit/assessment of the vendor environment. The vendor must provide reasonable access to information needed to validate security compliance.
- b. The City shall provide the Vendor with dedicated fiber optic connections (dark fiber) to help build and manage their own private internet network at the following locations: Roberts Commons (RoCo), Mercantile, Civic Center, and NP Avenue Ramps. This network can be used by the Vendor to provide connection to all relevant equipment within and surrounding the municipal parking facilities. The Vendor shall be responsible for configuring, managing, and maintaining the network infrastructure required to utilize these fiber connections.
- c. Vendor shall propose one or more options for a parking enforcement technology solution capable of supporting both on-street and off-street parking enforcement operations. The City and Vendor shall work collaboratively to evaluate such options and shall mutually agree upon a final parking enforcement technology solution, subject to the City's approval in its sole discretion. The agreed-upon solution shall be documented in writing and incorporated into this Agreement or an approved implementation plan. The City's current enforcement operation utilizes license plate recognition ("LPR") technology, including mobile LPR systems and supporting software platforms. The City desires to replace existing LPR equipment and may expand enforcement technology capabilities to address current and future parking policies. Following approval of the enforcement technology solution, Vendor shall be responsible for furnishing, implementing, operating, and maintaining such system in accordance with this Agreement. The solution shall, at a minimum:
 - i. include a camera-based mobile LPR system capable of identifying license plate numbers and verifying payment status;
 - ii. integrate with the mobile payment platform, permitting system, and citation management system;
 - iii. support digital chalking functionality;
 - iv. a sufficient number of handheld enforcement devices and mobile LPR systems to effectively administer and enforce the City's parking program in accordance with this Agreement. The quantity and deployment of such equipment shall be subject to City approval and shall be adequate to ensure consistent enforcement coverage, timely citation issuance, and compliance with the approved enforcement plan set forth in Exhibit B. Vendor shall

- adjust equipment levels as reasonably necessary to meet operational demands and performance expectations established by the City, provide a minimum of three (2) handheld enforcement devices and two (1) mobile LPR systems installed on vehicles supplied by Vendor, unless otherwise approved by the City; and
- v. provide real-time data availability for citation issuance and processing.
- d. The system shall include a customer-facing payment interface that allows users to pay citations through a mobile-friendly platform, including commonly accepted digital payment methods such as Apple Pay and Google Pay, or equivalent services approved by the City. Vendor shall not implement or modify any enforcement technology solution without prior written approval of the City
 - e. Parking Citation Management System. Vendor shall provide, implement, operate, and maintain a parking citation management system (the “System”) for use in enforcing parking regulations throughout the City. The System shall support both on-street and off-street parking operations and shall be used for citation issuance, processing, tracking, and reporting in accordance with this Agreement and City policies.
 - i. Vendor shall be responsible for entering, maintaining, and managing citation data within the System, including citations issued by Vendor and other entities authorized to issue parking citations within the City, including the Fargo Police Department. Vendor shall ensure that all data is accurate, current, and maintained in a manner consistent with City requirements.
 - ii. The System shall integrate with the City’s approved mobile payment platform, digital permitting system, and parking enforcement technology, including any license plate recognition (LPR) system selected by the City. Vendor shall be responsible for all costs associated with implementation, integration, operation, and maintenance of the System, unless otherwise approved in writing by the City.
 - iii. The System shall include robust security, access control, and audit functionality. At a minimum:
 - 1. all user activity shall be logged and auditable;
 - 2. the City shall retain full administrative control over user access, permissions, and password management;
 - 3. the System shall support multiple levels of user authorization and role-based access; and
 - 4. all changes, updates, and access events shall generate a traceable audit record.
 - iv. The System shall include comprehensive data management and reporting capabilities, including the ability to search and retrieve records by customer, vehicle, license plate, citation number, location, or other relevant criteria. Vendor shall ensure that the System is capable of interfacing with applicable state motor vehicle databases, as permitted by law, for purposes of identifying registered vehicle owners and enforcing parking regulations.

- v. The System shall support automated communications, including email, text, and written notices, and shall allow for the generation and delivery of customizable correspondence, including citation notices, hearing notices, and collection notices, in accordance with City policies.
 - vi. The System shall support citation lifecycle management, including issuance, tracking, appeal intake, status updates, and transfer to collections. Vendor may provide administrative support for citation appeals, including intake and processing; however, final adjudication authority shall remain exclusively with the City of Fargo and/or the Fargo Municipal Court, and the System shall be configured to reflect such authority.
 - vii. The System shall support online payment of citations through a secure, mobile-friendly platform that accepts commonly used payment methods, including major credit and debit cards. Vendor may serve as the merchant of record for citation payments, subject to compliance with all applicable payment security standards, including PCI DSS and EMV requirements.
 - viii. All data generated or maintained within the System shall be the exclusive property of the City. Vendor shall provide the City with full, real-time access to all data and shall not restrict, condition, or charge for such access. Upon termination or expiration of this Agreement, Vendor shall, at no additional cost, transfer all data to the City in a format usable by the City and shall cooperate fully in transitioning the System or its data to the City or a successor vendor.
 - ix. Vendor shall not implement or materially modify the System without the prior written approval of the City.
- f. Permit Management System. The Vendor shall recommend a digital permitting platform for the City's off-street and on-street parking programs. The City shall have the authority to approve or reject any proposed permitting platform. The approved permitting platform shall, at a minimum, be capable of supporting online permit purchasing, renewal, and management; integration with the City's parking enforcement systems; and secure handling of user and payment data in accordance with applicable law and industry standards. Vendor shall be responsible for implementation, operation, and maintenance of the approved permitting platform and shall ensure that the platform remains functional, reliable, and reasonably consistent with industry standards throughout the Term of this Agreement.
- g. The Vendor shall serve as the Merchant of Record for all payment transactions related to on-street and off-street parking—including monthly permits, citation payments, and other applicable fees. This designation entrusts the Vendor with comprehensive responsibility for processing, managing, and reconciling all financial transactions within the parking system. The Vendor shall be charged with the duty of handling the contractual obligations necessary to support this role, including but not limited to establishing and maintaining relationships with payment processors, ensuring compliance with all financial and legal standards, and facilitating timely distribution of funds to the City.

- i. The Vendor shall assume accountability for all aspects of payment acceptance and management. This includes the collection of payments across multiple platforms and channels, the administration of refunds or chargebacks, the oversight of payment security and fraud prevention measures, and the resolution of any disputes that may arise. The Vendor must be prepared to put in place all required agreements and contracts with banking institutions, credit card companies, and payment gateway providers, as well as to ensure the system meets all regulatory requirements for payment processing.
- h. Digital/Mobile Payment Platform. The Vendor shall recommend a contactless mobile payment platform as a payment option for the City's off-street and on-street parking programs. The City shall have the authority to approve or reject any mobile payment platform deployment.
- i. Security Cameras (Off-Street).
 - i. The Vendor shall assume comprehensive responsibility for the management and reporting related to the security camera system installed within all designated parking facilities. The vendor is expected to regularly observe live CCTV camera feeds, maintaining a vigilant watch for any suspicious activities, security concerns, equipment malfunctions, or incidents involving staff, users, or property. The City shall provide the vendor with view-only access to building security camera feeds. These feeds shall be available for each parking ramp outlined in the contract. Daily visual inspections of all camera units must be conducted to confirm that they are correctly positioned, unobstructed, and functioning as intended. Any faults or maintenance needs identified during these inspections should be documented and immediately reported to the City for prompt resolution.
 - ii. The vendor is also required to develop, implement, and routinely update emergency response protocols for a variety of possible scenarios, including unauthorized access, vandalism, theft, suspicious behavior, or threats to public safety. In the event that an incident requires intervention, the vendor must be prepared to contact the appropriate authorities or emergency services in accordance with the severity and nature of the situation.
 - iii. Ongoing coordination with the City's designated personnel is essential, particularly when reporting issues such as technical failures, suspected tampering, or other circumstances that require intervention or repair. The vendor should also participate in periodic security and safety audits and provide recommendations for potential improvements or adjustments to the camera system based on observed patterns or emerging risks. The vendor shall correspond with the Fargo Police Department if the vendor needs to access any pervious feeds.

13) Data and Cyber Security.

- a. The parties agree that all rights, in and to City Data, shall remain the exclusive property of City, and Vendor has a limited, nonexclusive license to access and use this Data as provided in this Agreement solely for the purpose of performing its obligations hereunder and for contractual obligations arising from name and address acquisition agreements or otherwise required by law.
- b. All End User Data and City Data created and/or processed by the Vendor or sub Vendors and shall remain the property of City and shall in no way become attached to the Vendor, nor shall the Vendor have any rights in or to the data of the City of Fargo.
- c. A Service Agreement does not give a party any rights, implied or otherwise, to the other's Data, content, or Intellectual Property, except as expressly stated in the Agreement.
- d. The City retains the right to use the Vendor or Vendor's services to access and retrieve data stored on Vendor's or Vendor's services infrastructure at any time at its sole discretion for the duration of the Agreement. The Vendor is required to keep all data related to the municipal parking system on a government cloud in a data center located in the United States of America.

14) Regulatory Standards and Compliance.

- a. The vendor must identify and comply with all federal, state, and local laws, regulations, and industry standards applicable to the services provided under this contract. At a minimum, this includes:
 - i. Compliance with the North Dakota Century Code provisions relevant to information security, privacy, and data protection.
 - ii. Compliance with Payment Card Industry Data Security Standard (PCI-DSS) if the vendor processes, transmits, or stores payment card data.
- b. The vendor is responsible for maintaining awareness of and adhering to updates or changes in applicable regulations and standards for the duration of the contract.
- c. Upon request, the vendor must provide documentation or certification demonstrating compliance with applicable standards (e.g., PCI-DSS Attestation of Compliance, SOC 2 report, etc.).

15) Maintenance

- a. Within thirty (30) days of contract execution, the Vendor shall submit to the City for approval a maintenance and cleaning plan for all parking facilities. The maintenance and cleaning plan must be approved by the appointed contract administrator.
- b. **General Maintenance.**
 - i. The vendor shall be responsible for general maintenance tasks to ensure the parking facility, functionality, and safety. General maintenance, shall include, but is not limited to, the following:
 1. The entire facility, including driveways, walkways, islands, curbs, etc., must be power washed. The facility washing should be done

during warm weather and on an on-going schedule to be approved in writing by the contract administrator.

2. The entire facility must be power vacuum/swept at least quarterly or at the request of the City. The contract administrator must approve a schedule of power sweeping.
3. Clean all revenue control devices at least once per week, or as needed.
4. All facility interior and exterior stairwells shall be swept, vacuumed, or wet mopped at least once per week or as often as necessary.
5. All Facility windows/glass shall be cleaned at least once per month, and as often as necessary.
6. All walkways, islands, curb areas, and stairwells must be hand-swept at least weekly, or as needed or requested by the City. Certain areas may allow cleaning by air blower, however, must be approved in writing by the contract administrator.
7. Daily check for oil and fuel leaks from automobiles. If oil or fuel leaks are identified, immediately place oil or fuel absorbing compound on all spots then sweep-up and remove the compound.
8. Re-paint parking stall and drive lane lines at least once per year, or as needed.

ii. Trash, Snow, and Graffiti Removal.

1. The Vendor shall keep parking facilities and exterior right-of-way clean and accessible by removing trash and clearing snow. Trash cans within the facility must be emptied daily. The Vendor shall also be responsible for removing all graffiti at the parking facility.
2. All facility sidewalks, entrances, and stairwells must be kept free of any ice and/or snow. The Vendor must immediately plow any accumulated snow on the top level of parking ramps. The use of a metal plow blade is not allowed. To de-ice top levels of parking ramps only use ramp safe de-ice which shall be approved by the contract administrator. Any unauthorized use of de-ice and metal snow blade may require the Vendor to make the necessary repairs at their own cost.

iii. Wayfinding, Signage and Lighting.

1. The Vendor shall be responsible for installing, maintaining, and replacing any wayfinding, signage, and lighting within the City's off-street parking facilities. All wayfinding and signage must be cleaned at least once per month or as needed. The Vendor shall be responsible for maintaining lighting for the parking facilities' lights and lighted signage. This includes replacing all burned out bulbs, as necessary.

iv. Traffic Coating and Sealing.

1. The Vendor shall apply and maintain traffic coating and sealants on surfaces to mitigate wear and tear and ensure the longevity of parking facilities.
- v. EV Charging Stations.
 1. The Vendor shall manage any EV charging stations if requested by the City of Fargo.
- vi. Landscaping.
 1. The Vendor shall manage and maintain any landscaping in and/or around parking facilities. Landscaping includes the mowing, trimming, and weeding of natural features in or around the parking facility. The Vendor shall maintain landscaping at least once a week. This should be done to ensure parking facilities are accessible and aesthetically pleasing.
- vii. Security Maintenance.
 1. The Vendor shall utilize available security equipment in the normal course of operations and shall report observed safety or security concerns to the City or appropriate authorities. Security equipment shall be maintained, tested, and repaired by the Vendor. Equipment includes facility gates and emergency call boxes. Security cameras are provided in several of the structured parking facilities by the City, and the City shall provide view access to the selected vendor. All these items should be check daily to maintain proper facility security. Emergency call boxes should be tested weekly.

16) Operations.

- a. Parking Citation Adjudication. The Vendor is responsible for providing the City an online and in-person customer facing interface for customers to review, pay, and appeal parking citations. The Vendor shall be responsible for administratively reviewing all parking citations that are appealed (the Level 1 stage) before they can be escalated and processed to the Fargo Municipal Court (the Level 2 stage). The online customer portion of this requirement should be integrated into the overall online customer experience for the Fargo Parking program. The online parking citation adjudication functionality should include the ability to appeal online, schedule a hearing through self-service functionality, and conduct a hearing virtually through video or audio conferencing with a Vendor representative. The in-person customer portion of this requirement may be consolidated with other required in-person customer service functions as part of this scope of services.
- b. Parking Citation Collections. The Vendor shall provide collection services for unpaid parking tickets issued by the Vendor, those issued by the Fargo Police Department, and any other entity authorized to issue parking citations in the City of Fargo. The Vendor shall only be authorized to pursue collections on judgments, debts, liens, or other collection matters assigned to the Vendor by the City for

collection. The Vendor shall not have authority to accept a compromised settlement on any account without prior written consent of the City. The Vendor shall make contact with delinquent accounts under the name of the collection agency. The Vendor shall have a detailed description of the Vendor's policy and procedure on the handling of complaints. The Vendor shall provide to the City regular monthly remittances and statements no later than thirty (30) days following the month of collection. The Vendor shall maintain records supporting each assigned collection matter. All such records (e.g., correspondence, documents, accounting records and other relative documentation) shall be made available to the City for review upon request. These records shall be maintained by the selected Vendor for a period of a minimum of 7 years after termination of the collection action on each collection matter. The Vendor shall perform all work in strict compliance with all Federal and North Dakota State laws, rules, and regulations applicable to debt collectors.

- c. **Rate Setting.** The Vendor, in partnership and under the authority of the City of Fargo, shall establish parking rates for the City of Fargo's off-street parking facilities. On-street parking in Fargo is currently free and is expected to remain free over the initial contract term. The City offers hourly and monthly parking rates for off-street parking facilities. The Vendor shall be responsible for monitoring the parking system and recommending adjustments to parking rates commensurate with observed parking demand. These recommendations should be made on an annual basis, at minimum.
- d. **Customer Service.** The Vendor shall provide a high-level of customer service to support the City parking operations. A website, monitored toll-free live customer service telephone support phone number, and email shall be supplied and posted under the customer service section. It shall be the responsibility of the Vendor to respond within 24 hours to any customer inquiries, complaints, and requests for assistance. Responses shall be communicated clearly and professionally on the phone, in person, or in writing. The Vendor shall provide personnel trained in customer service and conflict resolution.
- e. **Banking Services.** The Vendor shall be the merchant of record for parking citation, parking permit, and paid parking payments and shall deposit all currency, coins, and/or checks at least once every month into a City authorized bank account. Deposit frequency may be revised by the City with written notice to the Vendor. Copies of all deposit records must be maintained by the Vendor and available for review within 24 hours by the City. Any alterations to this schedule must be approved in writing by the appointed contract administrator.
- f. **Program Marketing.** In addition to customer service and providing a program website, the Vendor shall provide marketing support to increase utilization of parking facilities, increase customer compliance with parking rules and regulations, and support the City in other aspects of communications, education, and awareness campaigns regarding the public parking program.
- g. **Parking Enforcement.** Vendor shall provide a comprehensive parking enforcement program for Downtown Fargo in accordance with this Agreement and Exhibit B

(Parking Enforcement Plan), as approved by the City. Vendor shall employ a minimum of three (3) parking enforcement officers, who shall also serve as parking ambassadors, unless otherwise approved in writing by the City.

- i. The specific enforcement schedule, staffing levels, and deployment plan shall be set forth in Exhibit B and may be modified from time to time upon approval by the City.
- ii. Vendor shall perform enforcement services during the days and hours established by the City and shall not materially deviate from the approved enforcement plan without prior written approval. Vendor shall enforce all non-moving parking violations within the designated service area by issuing citations in accordance with City ordinances, policies, and procedures.
- iii. Vendor shall act solely as a ministerial agent of the City in performing such services and shall have no authority to establish enforcement policies or exercise independent governmental discretion. Vendor shall coordinate closely with the Fargo Police Department and Fargo Municipal Court, including with respect to data integration, access permissions, and citation processing procedures.
- iv. Towing and impoundment of vehicles shall be conducted only in accordance with City policies and applicable law and shall be authorized or directed by the Fargo Police Department or performed pursuant to City-approved protocols.
- v. Vendor may request towing services but shall not independently authorize towing outside such protocols. Vendor shall comply with all City-established rules governing enforcement practices, including hours of operation, citation issuance procedures, and customer interaction standards.

17) Parking Website. Vendor shall provide a professional parking website to serve as a source of information and promotion of the System. The City shall have the authority to approve all website content prior to publication. All branding, domain names, website content, customer-facing phone numbers, and related assets developed or used in connection with the Parking System shall be owned by the City, or shall be assigned to the City upon creation or acquisition, and shall remain the property of the City throughout the Term and upon termination of this Agreement. Vendor shall cooperate fully in transferring or assigning any such assets to the City or its designee upon request.

18) Accounting & Reporting

- a. The following daily or continuous records and reports for each public parking zone shall be maintained and available for inspection by the City:
 - i. Daily total count of all vehicles utilizing (entering, exiting)
 - ii. Daily total sales receipts (cash, smart card, credit card and monthly transactions)
 - iii. Daily combined recap of all cashier booth and pay-station activity
 - iv. Daily account of monthly permits sold (Vendor to supply, sell and control use of all permits)

- v. Daily account of all ticket validations, discounted tickets, and miscellaneous revenue received
 - vi. Daily report of all operation incidents (including security)
 - vii. Garage / lot closure log detailing specific times and reasons for closures excluding on-street assets
- b. Monthly records and reports. The following information for each public parking zone shall be reported monthly to the appointed contract administrator:
- i. By the Fifth (5th) business day of the following month: Preliminary Total Gross Revenues, by category (i.e., hourly, daily, special event, long-term, monthly), for the previous month.
 - ii. By the Fifteenth (15th) calendar day of the following month:
 - 1. Cover letter summarizing any significant variances in revenue and expenses and any significant abnormalities occurring in the municipal parking operation during the month.
 - 2. Profit and Loss Statement by month and year to date – Total Gross Revenues by category & Expenses by category.
 - 3. Revenue Summary Report(s).
 - 4. Including colored graphs indicating current month vs. same month prior year.
 - 5. Detailed Deposit Report(s).
 - 6. Payroll Distribution Report.
 - 7. Annual Budget Roll-up Summary.
 - 8. Monthly Parker Billing Detail.
 - 9. Monthly Parker Accounts Receivable Detail.
 - 10. Aging Account Receivables Report.
 - 11. Variance report of revenues and expenses - Current month vs. budget, YTD vs. budget, and current month vs. same month prior year.
 - 12. Ticket Summary report detailing by date all tickets issued and collected by category along with missing tickets.
 - 13. Monthly expenditure report by budget item showing current month and year-to-date.
 - 14. Copies of original invoices supporting the expenditures.
 - 15. Citation Summary (issued, revenue, and outstanding).
 - 16. Occupancy report generated from revenue control software.
 - iii. The Vendor shall provide accurate monthly reports and supporting documentation for reimbursable expenses to the City no later than the fifteenth (15th) of each month and shall deliver other accurate reports no later than the agreed upon schedule of time. The Vendor shall reconcile total monthly receipts with Finance and Administration accounting no later than the fifth (5th) of the month.
 - iv. In addition to the reports listed previously, the following reports are to be maintained by the Vendor and released to the City upon request:

1. Counter logs (gates, ticket dispensers and loop counts if applicable)
 2. Cashier shift reports
 3. Bank deposit reports
 4. Monthly parking database including free and discounted parkers
 5. Ticket inventory (received and issued)
 6. Non-sufficient funds (NSF) check report/log
- v. The appointed contract administrator must approve all Vendor reports.
 - vi. Originals of all settlement sheets, cashier shift reports, deposit slips, and tickets separated by shift shall be stored at a secure location available with 24 hours' notice for a minimum of three years and made available at any time for review by the City.
 - vii. A cash receipts journal system shall be maintained at the Vendor's office sufficient to record daily deposits and revenue types. This journal shall be used to provide daily transient and monthly deposit information at any time to the City.
 - viii. The Vendor shall maintain a list NSF checks up to one year old. The City shall report to the Vendor any NSF checks verified by the bank. The Vendor shall attempt to collect a twenty (\$20.00) dollar NSF fee from the customer. Active collection efforts shall be used by the Vendor for up to sixty (60) days. After sixty (60) days, un-collected checks shall be returned to the City with a detailed explanation of all collection efforts.

19) Independent Contractor

- a. In performing its responsibilities pursuant to this Agreement, it is understood and agreed that Vendor is acting as an independent contractor, and Vendor is not a partner, joint-venture partner, or employee of the City.
- b. Vendor acknowledges and agrees that neither it, nor its employees or agents have any right, power, or authority to incur and will not incur any financial obligation, legal obligation or liability, or other obligation on behalf of, or binding upon the City.
- c. Nothing herein shall diminish the right of Vendor to receive reimbursement from City for any preapproved reimbursable Operating Expenses set forth in this Contract, but City shall have no obligation to any third party, directly or otherwise, to pay for Operating Expenses.
- d. City and Vendor agree that during the term of this Agreement all personnel employed by Vendor to operate the System shall be solely the employees of Vendor and shall have no contractual relationship with City.
- e. Vendor shall be responsible for payment of its business income taxes, unemployment taxes, and payroll related taxes, if any, for all such employees.

20) Vendor Employees

- a. Vendor shall have full responsibility for hiring, firing, and managing its employees and/or agents.

- b. Should the City request the removal of any personnel for any reason, Vendor shall remove such employee as soon as possible, but in any event no more than three (3) working days from the City's request, and replace such employee with another qualified employee, if asked by City. Vendor shall comply with all applicable federal, state, and local laws and regulations. The Vendor shall procure and keep in force all permits and licenses required by such laws and regulations. These laws and regulations include but are not necessarily limited to; the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, unemployment compensation laws and regulations, and workers' compensation laws and regulations

21) Insurance

- a. During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Vendor performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.
- b. **Commercial General Liability Insurance.** The Vendor shall maintain commercial general liability insurance covering all operations by or on behalf of the Vendor on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage shall include: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City of Fargo, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.
- i. The minimum limits for the CGL Policy shall be:
1. \$1,000,000 each occurrence
 2. \$2,000,000 general aggregate
 3. \$2,000,000 products and completed operations.
- c. **Commercial Automobile Liability Insurance.** The Vendor shall maintain business automobile liability covering liability arising out of any auto (including owned, non-owned and hired vehicles). Coverage shall include Owner as an Additional Insured and the policy shall include Waiver of Subrogation. Minimum Limits: \$2,000,000 combined single limit each accident.
- d. **Workers' Compensation and Employers Liability Insurance.** The Vendor shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of North Dakota. Additionally, the Vendor shall maintain Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

- e. **Garage Keeper's Liability Insurance.** The Vendor shall maintain a Garage Keeper's Liability policy covering any and all automobiles that are parked at the Premises by Contractor's attendants or for which a bailment otherwise is created, with limits of liability not less than \$2,000,000 per occurrence. This coverage may be incorporated into either the General Liability Policy, the Auto Liability Policy or it may be written on a "stand alone" basis. Owner shall be named as an Additional Insured by endorsement and the policy shall include a Waiver of Subrogation.
- f. **Cyber and Privacy Liability Insurance.** The Vendor shall maintain Cyber and Privacy Liability Insurance with limits of not less than \$2,000,000 per occurrence and in the aggregate. Coverage shall include data breach, network security, and privacy liability arising from the Contractor's operating of parking management systems or processing of customer payment information.
- g. **Umbrella (Excess) Liability Insurance.** The Vendor shall maintain Umbrella or Excess Liability Insurance on a follow-form basis over the primary Commercial General Liability, Commercial Automobile Liability, and Employers Liability policies. Coverage shall be written on an occurrence basis and provide limits of not less than five Million Dollars (\$5,000,000) per occurrence and in the aggregate. The policy shall include the same Additional Insureds and Waiver of Subrogation provisions required for the underlying policies. Coverage shall be no more restrictive than the underlying insurance and shall apply prior to the exhaustion of any self-insured retention maintained by the Contractor.
- h. **Commercial Crime Insurance.** Vendor shall maintain a commercial crime insurance policy providing coverage for the loss of money or securities due to: employee dishonesty, forgery or alteration of negotiable instruments, a loss inside and outside the premises or banking premises, computer fraud or the good faith acceptance of counterfeit money orders or paper currency. Said policy shall have minimum limits of \$1,000,000 per occurrence.
- i. **Subcontractor's Insurance** It shall be the responsibility of the Vendor to ensure that subcontractors maintain:
 - i. **Commercial General Liability Insurance** with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and shall name the City of Fargo as an additional insured; and
 - ii. **Worker's Compensation Insurance** with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of North Dakota and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.
 - iii. **Commercial Automobile Liability Insurance.** The subcontractor maintain business automobile liability covering liability arising out of any auto (including owned, non-owned and hired vehicles). Coverage shall include Owner as an Additional Insured and the policy shall include Waiver of Subrogation. Minimum Limits: \$2,000,000 combined single limit each accident.

- iv. The Vendor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.
- j. **Limits of Insurance.** The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.
- k. **Additional Insured.** The Vendor shall name the City of Fargo, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement for all of the above insurance policies including but not limited to the Commercial General Liability, Auto Liability, Garage Keepers Liability, Cyber and Privacy Liability, Commercial Crime Liability and Excess Liability insurance policies and the certificate of insurance shall include this specific language along with a copy of the endorsement. The Vendor shall also require that any subcontractor name the City of Fargo, its elected and appointed officials, employees, agents, and representatives as additional insureds by endorsement on all of the insurance policies named above.
- l. **Certificates of Insurance.** Upon the execution of this Agreement, the Vendor shall provide certificates of insurance to the City of Fargo demonstrating that at the minimum coverages required herein are in effect. Vendor agrees that the required coverages shall not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Vendor shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

22) Indemnification.

- a. To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless the City, and its officers, members, partners, directors, agents, employees, and affiliates from and against any and all actions, costs, claims, losses, expenses (including reasonable attorneys' fees and costs of defense) and/or damages made against or sustained by the City attributable in any way to any breach by the Vendor of this Agreement, any occurrence within the parking facilities arising due to matters within the Contractor's control, and anything arising out of the negligence or willful misconduct of the Vendor or any of its agents, servants, employees, or subcontractors from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

- b. In the event that any action or proceeding covered by this section is brought against the City or any indemnified party, the Vendor shall defend such action or proceeding by counsel approved by the City or any indemnified party, in writing.

23) Liquidated Damages.

- a. Repeated inaccuracies, illegibility, or other evidence of negligent management in the distribution of reports required by this Contract shall constitute, in the sole discretion of the City, cause to terminate this agreement. The City reserves all of its legal and equitable rights with respect to any breach or default of the Agreement in addition to the liquidated damages outlined below. Due to the nature of the services provided under the Agreement, the City's actual damages in the event of certain breaches detailed below are impracticable or extremely difficult to determine. Therefore, the liquidated damages set forth below are intended to and do represent a reasonable estimate of the City's anticipated loss and administrative costs and are not intended as a penalty.
- b. **Operational** - Documented violations by the Vendor of any of the duties and requirements listed in this Scope of Work shall result in the assessment of a \$150.00 penalty, per violation not mentioned below, which shall be deducted from the Contractor's Management Fee.
- c. **Reporting** - For each Garage, the Vendor shall provide accurate monthly reports and supporting documentation for reimbursable expenses to the City no later than the 10th day of each calendar month and shall deliver other accurate reports no later than the agreed upon schedule of time. If the Vendor fails to provide said service level, the City shall be entitled to a credit against the monthly management fee payable to Vendor equal to the lesser of a lump sum of \$150.00 or fees of \$50.00 per page per erroneous report as fixed and agreed upon liquidated damages and not as a penalty against the Vendor for each day or fraction of a day the reports are delivered later than set forth above.
- d. **Deposits** - The Vendor shall remit monies collected to the City the 24 hours of the collection date, Monday through Friday and shall provide documentation of the date and time of the deposit transaction. If the Vendor fails to provide said service level, the City shall be entitled to a credit against the monthly management fee payable to Vendor equal to 5% of the daily gross revenue deposited as fixed and agreed upon liquidated damage and not as a penalty.
- e. **Credit Card Settlements** - The Vendor shall settle credit cards daily, concurrent with closing the Garage. The Vendor shall send credit card settlement reports to the Department of Finance as part of the monthly net revenue remittance. If the Vendor fails to provide said service level, the City shall be entitled to a credit against the monthly management fee payable to Vendor equal to the lesser of a lump sum of \$100.00 or fees of \$50.00 per page per erroneous report as fixed and agreed upon liquidated damages and not as a penalty against the Vendor for each day or fraction of a day the reports are delivered later than set forth above.

24) Penalties and Termination

- a. If, through any cause, the Vendor shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.
- b. The City reserves the right to terminate this contract for convenience by giving at least sixty (60) days prior written notice to Vendor, without prejudice to any other rights or remedies of the City, provide Vendor shall be entitled to payment for all work completed by Vendor through the date of termination.

25) Force Majeure

- a. If it shall become impossible on account of Force Majeure for Vendor or City to fulfill its obligations under the Agreement, such party shall be excused from the performance of said obligation, including Vendor's payment of the Operating Payment, for the period that said performance is impossible. The term "Force Majeure" as used in this paragraph shall include:
 - i. a) fire, pandemic, earthquake, weather events, acts of God, strike, or other labor disturbance beyond the reasonable control of Vendor, riot or civil commotion, failure of power, law or regulation which prohibits performance, court order, insurrections, war or any other matter or situation of a like nature (including local hostilities), with or without formal declaration of war.
 - ii. Any law regulation or order of any government authority prohibiting the performance of the obligations set forth in this Agreement.

26) Other Provisions

- a. Vendor shall maintain state and local licenses necessary to operate a business in the City of Fargo and be registered and in good standing with the North Dakota Secretary of State's Office.
- b. Vendor shall comply with all applicable federal, state, and local laws, ordinances, and regulations.
- c. **Transition Out** Upon termination of the contract: The Vendor will continue to provide the services for a period of not to exceed six (6) months from the date of termination provided that the City may (by giving at least 21 days' notice after termination) direct the Vendor to cease the services within a shorter period ("Transition Out Period"). The Vendor will be entitled to all rights (including as to remuneration) and all obligations as applied during the Term, except that the Vendor will no longer be entitled to be the sole and exclusive provider of the services to the City. The Parties will co-operate in good faith in relation to handing over the performance of the services to the City or another Vendor with the shared aim of minimizing the disruption to the operation and management of the City's parking

services. The meter infrastructure will be transferred to the City, in good condition, upon termination of the contract. Vendor will provide all final revenue, citation, and usage reports to the City within 30 days of termination. Vendor will also provide data transfer of all electronic data to the City in a format usable by the City.

- d. It is understood and agreed that this Agreement shall be binding upon and inure to the benefits of the heirs, personal representatives, successors and assigns of the parties. The previous sentence notwithstanding, no assignment of or subcontracting under this Agreement or the rights and obligations of Vendor shall be valid without the prior written consent of City.
- e. Notwithstanding all provisions of this Agreement, it is mutually understood between the parties hereto, that this Agreement shall not in any way be construed to be a lease but is merely a recitation of contract provisions.
- f. If any section of this Agreement is found unlawful or illegal or becomes so, the remainder of the contracted terms shall remain in full force and effect.
- g. The terms of this Agreement shall be modified only by a written addendum signed by both City and Vendor.
- h. This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of North Dakota.

Signature Page for the City of Fargo

The governing body of the City of Fargo approved this Agreement on the _____ day of _____, 2026.

City of Fargo, a governmental agency, body politic and corporate

By: _____
Dr. Timothy Mahoney, Mayor

ATTEST:

Angie Bear
Deputy City Auditor

Signature Page for PCI Municipal Services, LLC

PCI Municipal Services, LLC approved this Agreement on the 22nd day of April, 2026.

PCI Municipal Services, LLC

By:  _____
Its: Principal & Owner _____

CITY OF FARGO
2025 DOWNTOWN PARKING STUDY

EXHIBIT A

Figure 2 - Downtown Off-Street Parking Facilities Inventory Map

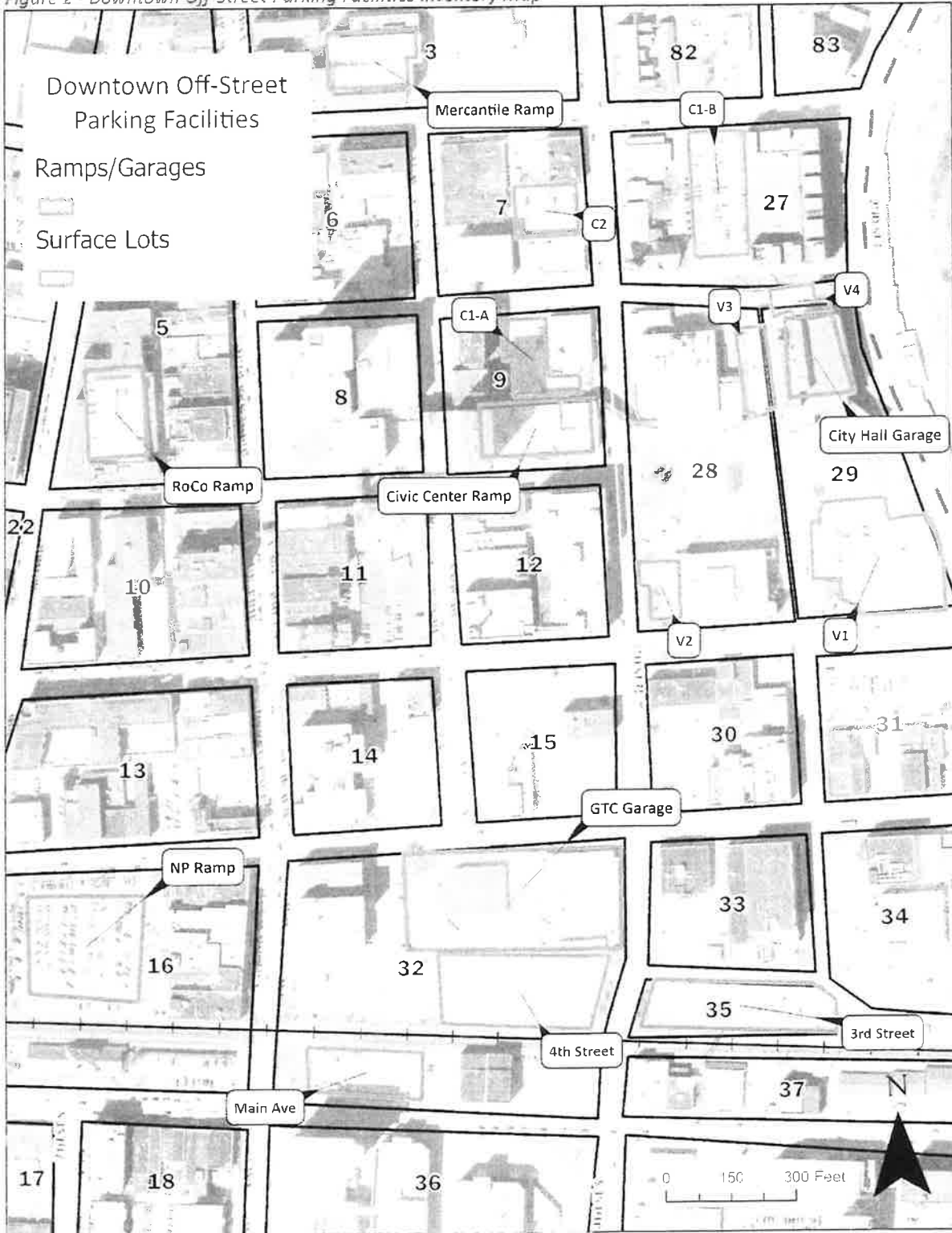


EXHIBIT B: Parking Enforcement Plan

- On-Street Enforcement
 - Day from 8am to 5pm
 - Night from 3am to 7am
- Off-Street
 - As appropriate
 - Special Events
- Enforcement Area: Central Business District



CITY OF FARGO 2025 DOWNTOWN PARKING STUDY

Figure 7 - On-Street Parking Time Limit Zones





**PUBLIC
WORKS**

30

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

April 21, 2026

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

RE: Extension of unpaid leave for Devonno Heupel through 5/29/26

Commissioners:

Devonno Heupel, Public Works Crew Leader with the Street Department, is requesting an extension of unpaid leave through May 29, 2026, under the City of Fargo Employment Policy 500-008 – Leave Without Pay.

I am requesting approval to extend the unpaid leave through the requested date which will provide a total of 60 days of unpaid leave.

RECOMMENDED MOTION: I/we hereby move to approve the extension of unpaid leave for Devonno Heupel under the City of Fargo Employment Policy 500-008 – Leave Without Pay.

Respectfully submitted,

Benjamin Dow
Public Works Operations Director



**PUBLIC
WORKS**

31

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

April 20, 2026

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

RE: 2026 Fargo/Cass County Mosquito Control Agreement (EX26176)

Commissioners:

Enclosed please find the Fargo/Cass Mosquito Control Agreement for the 2026 mosquito season. At this time, the enclosed contract has been fully reviewed and approved by city staff. The Fargo contract costs have remained consistent with the 2025 contract and no changes have been made.

All funding associated with the enclosed agreement has been fully accounted for within the 2026 vector control budget.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Mosquito Control Agreement with Cass County for 2026. (EX26176)

Respectfully submitted,

Benjamin Dow
Public Works Operations Director



EXEMPT PURCHASE REQUEST FORM (EX)

Requested by:	Ben Dow	Department:	Public Works
Date of Request:	4/20/2026	Phone Number:	701-241-1463
E-mail:	bdow@fargoND.gov	Reference exemption table justification on page 1 ____	
Dept Head Signature:	<i>Benjamin Dow</i>	Estimated Amount of Purchase:	\$400,000

Product or Service description:

Annual contract with Cass County to manage mosquito control services within the City of Fargo.

The estimated start date and end dates for activities is April 15, 2026 to October 1, 2026 respectively.

Is a Contract required? Yes No Is the procurement Federally Funded? Yes No

Vendor Name: Cass County			
Address: 211 9th Street N.			
City: Fargo	State: ND	Zip Code: 58103	
Contact Person: Ben Prather	Title: Vector Control Director		
Telephone: 701-298-2399	Email:		
Purchasing Manager Approval:			
Exempt Purchase (EX) Number:	EX26176		

2026 MOSQUITO CONTROL AGREEMENT
CITY OF FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of Fargo and Cass County Government during the 2026 mosquito control season. The agreement is made between the City of Fargo, whose office is located at 225 North 4th Street, Fargo, North Dakota 58102, hereinafter CITY, and Cass County Government whose office is 211 Ninth Street, Fargo, ND 58018 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2026 season, approximately 1.13 million dollars in Vector Control Mill funds has been designated for the Countywide Vector Program. COUNTY funds will be used within the CITY and in surrounding areas with the objective being to distribute products and services commensurate with the source of revenue.
2. In addition to service provided in paragraph 1, COUNTY will provide services within the CITY for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, spraying mosquitoes in and surrounding Fargo including parks and schools, inspection of public and private property, collection of mosquito traps for population monitoring. The COUNTY Vector Director will provide technical direction and coordination of these activities. The Vector Director will also work in cooperation with CITY officials to provide other technical and administrative assistance as necessary.
3. CITY agrees to provide funding to support the activities referred to in paragraph 2. The total cost for these activities is \$315,000. Estimated start date and end dates for activities is April 15th to October 1st respectively.
4. COUNTY will provide services within the predetermined "Extra-territorial" area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, inspection of public and private property, and collection of mosquito traps for population monitoring.
5. CITY agrees to fund fifty percent (50%) of the activities described in paragraph 4. COUNTY agrees to fund fifty percent (50%) of the activities described in paragraph 4. Anticipated total charges for services defined in paragraph 4 are estimated to not exceed \$40,000.
6. COUNTY will provide monthly statements to CITY of time and materials, and invoice CITY monthly.
7. CITY agrees to fund the cost of city-wide adult mosquito spraying at \$3,000 per full application. Estimate between 5 and 10 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
8. If funding needed to maintain activities in paragraph 2 and paragraph 5 is forecasted to exceed \$335,000 COUNTY must provide CITY with written notice requesting contract adjustment 14 days prior to contract funding shortfall. All COUNTY contract adjustments will receive acceptance or rejection through written notice by CITY within 10 days of request. Failure by CITY to respond to COUNTY within 10 days of request will constitute CITY acceptance of contract adjustments.

All requests for contract adjustments shall be submitted to:

Fargo Public Works
402 23rd Street N.
Fargo, ND 58102

- 9. If COUNTY fails to comply with paragraph 6, all costs associated with activities outlined in paragraph 2 exceeding contracted dollar amounts will be the sole responsibility of COUNTY to fund.
- 10. COUNTY will fund up to \$145,000 for aerial spray application or comparable partial applications within the metro area including within CITY limits and surrounding area when determined necessary.
- 11. CITY agrees to fund any additional costs for aerial spraying above or beyond paragraph 8 when CITY requests the contracted services of an aerial applicator. COUNTY will coordinate the aerial spray operation upon the CITY's approval or after expressed written permission is given by the CITY authorizing the Vector Control Director as its agent to make the determination. Additional funds for an aerial application are available for use in COUNTY at the discretion and authorization of COUNTY.
- 12. COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
- 13. CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the CITY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission



Date

04-06-26

Mayor, City of Fargo

Date

Attest: Deputy Auditor on behalf of City Auditor

Date

32



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

April 20, 2026

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

RE: FAA Aerial Mosquito Spraying Authorization for Vector Disease Control International, LLC.

Commissioners:

Enclosed please find the necessary authorization paperwork needed in order to comply with FAA and the North Dakota State Health Department NPDES permit for Vector Disease Control International, LLC. to perform aerial mosquito control over the City of Fargo.

In 2009, the Sixth Circuit Court of Appeals determined that pesticide applications for both ground and aerial applications must be covered by an NPDES permit. As the contracted agent for aerial mosquito control applications for the City of Fargo, Vector Disease Control International, LLC. is required to file a notice of intent for any possible aerial applications over the City of Fargo. The enclosed Authorization Application allows Vector Disease Control International, LLC. to file the necessary paperwork needed in order to perform aerial spraying within the City of Fargo.

Suggested Motion: I/we hereby move to approve the execution of the enclosed Authorization Application for Airborne Vector Disease Control International, LLC.

Please return signed original.

Respectfully submitted,

Benjamin Dow
Public Works Director of Operations





AUTHORIZATION APPLICATION

I understand that Vector Disease Control International, LLC
is required to obtain the approval for aerial
spraying over the Fargo, ND by the Mayor of the City of Fargo, ND.

By the powers granted to me, I hereby give my approval for the low flying aircraft
waivers required by the Federal Aviation Administration to Vector Disease Control International
(This application must be signed by the Mayor of the City of Fargo, ND.)

City Mayor's Authorized Signature

Dr. Tim Mahoney

Printed Name

Date

Please complete application as soon as possible and return to
Vector Disease Control International for processing and filing.

Expiration Date: *October 31, 2026*



**PUBLIC
WORKS**



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

April 20, 2026

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

RE: Authorization to extend the 2023/2024 Street Snow Plowing Services Contract with Master Construction Company for the 2026/2027 snow season (RFP23138).

Commissioners:

Proposals were opened on Monday, August 8, 2023, in response to a Request for Proposal (RFP23138) for "Street Snow Plowing Services". A total of one (1) sealed response was received. See attached bid tabulation. Based on the stated criteria and staff review, Master Construction Company was awarded the Street Snow Plowing Services Contract for the 2023/2024 snow season. As part of the 2023/2024 RFP, language was included that allows the agreement to be renewed on an annual basis.

Master Construction Company successfully fulfilled the contract in 2023/2024, 2024/2025 as well as the 2025/2026 extension. Public Works staff has visited with the current contract holder, and at this time, we are requesting authorization to extend the contract for the 2026/2027 snow season under the terms of the initial 2023 RFP (RFP23138).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP23138), to extend the initial 2023/2024 award contract for Street Snow Plowing Services Contract with Master Construction Company for the 2026/2027 snow season under the terms and conditions of the initial 2023 RFP (RFP23138).

Respectfully submitted,

Corey Houim
Public Works
Services Manager

Exhibit B

SCHEDULE OF PRICES

CITY OF FARGO DEPARTMENT OF PUBLIC WORKS

STREET SNOW PLOWING

The undersigned agrees to furnish personnel and equipment described on the preceding pages in accordance with the terms of this Proposal and Agreement at the rates entered below and at such time as they may be requested by the City.

A quotation may be rejected if any alteration or erasure is made in entering the rates. Quotation rates must be entered in ink or typewritten.

Proposal

The following format may be used in the proposal to bid the Contractor area. The proposer may develop their own format, as long as all rates shown below are included.

Contractor Area Equipment Proposal

Equipment	Unit Price (per hour)	Available Units
Cat 14M Blade	\$375.00	2
JD 870 Blade	\$375.00	1

**STREET SNOW PLOWING SERVICES
AGREEMENT**

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction Co., Inc. (Contractor) to provide street snow plowing services for the City. This agreement shall commence upon signing by both parties and ending May 31, 2027. The term of this agreement may be renewed on an annual basis by written mutual consent of both City and Contractor, provided the extension is signed by parties on or before September 15 of the contract year.

II. Scope of Services

As set forth within this agreement, Contractor shall provide snow removal operations on local city streets and rights-of-way within the city.

Snow Plowing Service Area

Contractor area map has been provided and attached as Exhibit A.

If at some point areas are added, City will work with Contractor on a mutually agreeable increase in service fees if the contract is renewed.

Removal of Snowfall

Contractor will complete plowing of snow from all city streets, cul-de-sacs and other right-of-ways within area designated as shown in Exhibit A.

Timeframe

Contractor area has been sized to allow snow removal operations to be completed in approximately 12 hours under typical storm conditions with optimum equipment allocations. Contractor will make every attempt to complete designated area in approximated time frame as previously stated.

Response Time

Contractor shall respond and begin snow removal operations within one (1) hour from the start time requested by City.

Equipment

Contractor will provide the designated equipment and manpower required for cleaning snow to include two motor graders, each with a moldboard measuring 12ft in length or greater and wing plow measuring 10ft in length or greater.

City reserves the right to reject any piece of equipment from continued or further engagement of services due to inability of the piece of equipment to function properly.

Safety

All snow removal will be conducted in a safe manner, with care given to the safety of the general public. All equipment shall be properly equipped and outfitted to meet all local, county, state or federal laws required for on-the-road emergency snow removal operations. City reserves the right to reject at any time, with notice to Contractor, any equipment that does not appear to meet any applicable legal requirements.

Personnel

Contractor shall provide City with the name, address and telephone number(s) for at least two designated contact personnel responsible for ensuring response to the City's request for snow removal service. Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, during the period the contract is in force including Saturdays, Sundays and Holidays.

Down Time

Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal operations. Contractor will not be compensated for any time in which a piece of equipment is not in operation.

Communications

Contractor will contact City before plowing operations begin and will ensure City issued portable automated vehicle location unit is activated. When Contractor area is completed, Contractor will contact City and confirm that Contractor area is completed.

Failure to do so may result in forfeiture of payment for that area.

III. Responsibility of the City

City shall oversee the execution of this agreement, disbursing of funds and provide discretion and direction to when, and if, plowing operations will be initiated.

IV. Contractor's Compensation and Seasonal Minimum Compensation

City will reimburse Contractor for services rendered per snow event as shown in the attached Exhibit B.

Contractor is guaranteed to be paid no less than \$80,000 (Minimum Compensation) for each snow season, provided Contractor has performed in accordance with all contract provisions throughout the snow season. If the total dollar amount paid to Contractor for that snow season equals less than the Minimum Compensation, City will pay Contractor the difference between the amount paid during the snow season and the Minimum Compensation. If Contractor has already been paid the amount of the Minimum Compensation or more for the snow season, it will not be entitled to any additional payment. If Contractor is called upon and does not respond, Minimum Compensation will be forfeited for season.

Eligible Seasonal Minimum Compensation amounts due or portions thereof shall be determined by City at the end of the snow season and the contractor shall submit an invoice after April 30, but before June 1, for payment.

If contract has been terminated prior to the end of the snow season, Seasonal Minimum Compensation will be forfeited.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

Contractor shall be responsible for any, and all, damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations.

Insurance shall be in such form as will protect Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the contract whether such operation by themselves or by anyone directly or indirectly employed by them.

Contractor shall furnish certificates of the following insurance to the City of Fargo, Public Works Department:

1. Workers' Compensation
2. Public Liability in the amount of \$1,000,000 per person.
\$3,000,000 per accident and property damage in the amount of
\$1,000,000 per accident. All such liability insurance shall apply to liability
assured under these specifications.

City shall be named as an additional insured to the extent of the operations under this contract.

Failure to maintain insurance during this contract period will result in contract forfeiture and Seasonal Minimum Compensation will be forfeited.

All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. All certificates of insurance shall be delivered to the City prior to the time that any operations under this Contract are started.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Non-Performance

Contractor shall waive any and all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from work performed by City either prior to, during, or after any scheduled or emergency snow removal operation in lieu of these contractual services as may be necessary due to nonperformance or excessive delays of Contractor.

XIII. Entire Agreement

The provisions as set forth and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 4/20/24

Master Construction Co., Inc.

By: [Signature]

Its: DRES

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor



**PUBLIC
WORKS**



**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**

402 23rd Street North
Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100

FargoND.gov

April 20, 2026

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

RE: 2026 (1) Water Filtration Sludge Truck Chassis (PBC26178).

Commissioners:

Using The State Contract for vehicle purchasing has been very successful for the City of Fargo. We have been able to capitalize on significant cost savings over purchasing from the dealer networks.

The results are as follows:

<u>Model</u>	<u>Unit Cost</u>
2026 International HV515	\$167,768.89

The review committee consisting of Troy Hall, Greg Larson, and Tom Ganje evaluated ND State Contract 378, This North Dakota Specification is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. Funding for this project is included in the 2026 Water Filtration budget.

SUGGESTED MOTION:

Move to approve the purchase of one (1) 2026 International HV515 Chassis from North Central INTL LLC totaling \$167,768.89. (PBC26178)

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Water Filtration
Date of Request:	4/20/26	Phone Number:	701-241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$167,768.89

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

(1) 2026 International HV515 SFA Chassis

Provide source of existing State contract and Contract number:

ND State Contract # 378

Is a Vendor contract required? Yes No

Vendor Name: North Central INTL LLC

Address: PO Box 993

City: Wilmar **State:** MN **Zip Code:** 562010993

Contact Person: Greg Barsgard	Title: Sales
Telephone: 701-282-2817	Email: Greg.Barsgard@northcentralintl.com

Purchasing Manager Approval:

Piggyback (PBC) Number: PBC26178

INTERNATIONAL

Prepared For:
City of Fargo
TOM GANJE
402 23rd St. N
Fargo, ND 58102-4114
(701)241 - 1460
Reference ID: HV515-S13-ALLIS

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

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



Model Profile
2026 HV515 SFA (HV515)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 66000. Calc. GVWR: 90000. Calc. GCWR: 130000 Calc. Start / Grade Ability: 29.41% / 2.78% @ 55 MPH Calc. Geared Speed: 74.4 MPH
DIMENSION:	Wheelbase: 270.00, CA: 184.60, Axle to Frame: 69.00
ENGINE, DIESEL:	{International S13} EPA 2024, 450HP @ 1800 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 450 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WW Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

Vehicle Specifications
2026 HV515 SFA (HV515)

March 02, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV51500	Base Chassis, Model HV515 SFA with 270.00 Wheelbase, 184.60 CA, and 69.00 Axle to Frame.	8102/4548	12650
1AND	AXLE CONFIGURATION 6x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (1221.2mm) Maximum OAL	494/776	1270
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	3/0	3
1LTS	BUMPER, FRONT Flat, Steel, Painted Black, Heavy Duty	-3/0	-3
1VBS	TOW PIN, FRONT 100,000-lb. Total Capacity	79/-8	71
1WTW	WHEELBASE RANGE 266" (675cm) Through and Including 311" (790cm)	672/-672	0
2ARY	AXLE, FRONT NON-DRIVING (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity	186/0	186
3AGA	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers	57/0	57
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4AZV	AIR BRAKE ABS (Bendix AntiLock Brake System) 6-Channel (6 Sensor/6 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	-12/-5	-17
4EDL	AIR DRYER (Bendix AD-HF) with Heater, Includes Pressure Protection Circuits, Safety Valve, Integral Purge Tank, Governor Pressure Settings 120 psi Cut-In/140 psi Cut-Out, Integrated PuraGuard Coalescing Filtration	0/0	0
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4JBV	BRAKES, PUSHER AXLE Air S-Cam Type, 15" x 4.0", Includes MGM 20 Sq.In. Brake Chambers, Furnished with Three Pusher Lift Axles	0/0	0
4SPT	AIR COMPRESSOR (Bendix ESS 380) 16.8 CFM, Head Unload	0/0	0
4VMA	AIR TANK LOCATION (2) Vertically Stacked, Outside Right Rail, Under Cab in Front of Aftertreatment Box, Perpendicular to Rail	0/0	0
4VMD	AIR DRYER LOCATION Mounted Outside Right Rail, Behind Front Wheel	0/0	0
4WJM	DUST SHIELDS, FRONT BRAKE Pad and Rotor, with Air Disc Brakes	7/0	7
4WJN	DUST SHIELDS, REAR BRAKE Pad and Rotor, with Air Disc Brakes	0/14	14
4WXR	DRAIN VALVE (2) (Berg) with Pull Chains, for Air Tanks	0/0	0

INTERNATIONAL

Vehicle Specifications
2026 HV515 SFA (HV515)

March 02, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4XCJ	BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity	0/0	0
4XCK	BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle	0/0	0
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 Sqli, for Air Disc Brakes	1/0	1
4XEA	BRAKE CHAMBERS, REAR AXLE 18/24 Sqli Spring Brake, Double Diaphragm, for Air Disc Brakes	0/0	0
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/60	60
5710	STEERING COLUMN Tilting and Telescoping	15/4	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSE	STEERING GEAR (2) {TRW THP60/RCH60} Dual Power	0/0	0
6DHB	DRIVELINE SYSTEM {Dana Spicer} 1810HD Main Driveline with 1710 Interaxle Shaft, for 6x4	0/0	0
7BEU	AFTERTREATMENT COVER Aluminum	8/1	9
7BLY	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Cab Mounted Right Side	32/1	33
7SDZ	ENGINE COMPRESSION BRAKE {International} for S13 Engines, with Selector Switch and On/Off Switch	0/0	0
7WBA	TAIL PIPE (1) Turnback Type, Bright	3/0	3
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	21/10	31
7WDM	EXHAUST HEIGHT 10'	19/8	27
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8540	HORN, ELECTRIC (2) Trumpet Style	0/0	0
8899	JUMP START STUD (2) 12V, Remote Mounted	1/0	1
8ACE	BEACON LIGHT WIRING for (2) Customer Installed Beacons, Includes 2-Way Switch	0/0	0

INTERNATIONAL

Vehicle Specifications
2026 HV515 SFA (HV515)

March 02, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket	2/0	2
8MRR	BATTERY SYSTEM {Energys Odyssey 31-PC2150 AGM} Maintenance-Free, (3) AGM 12-Volt 3450CCA Total, Top Threaded Stud	50/25	75
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	-1/0	-1
8RNB	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, One Antenna and Antenna Base with Wiring on Left Side Mirror	18/1	19
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	9/1	10
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights, Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes Incandescent License Plate Light	0/5	5
8WDG	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA	0/1	1
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8WZP	INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Panel, To be Used with Factory Installed or Customer Mounted Battery Disconnect Switch	1/0	1
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XDZ	BATTERY BOX Steel, 2-3 Battery Capacity, Mounted Inside the Cab, Under Passenger Seat	9/-2	7
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XHX	SWITCH, MARKER INTERRUPT for Marker Lights and Headlights, Located in Steering Wheel	0/0	0

Vehicle Specifications
2026 HV515 SFA (HV515)

March 02, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console	3/0	3
8XNG	STARTING MOTOR {Mitsubishi Electric Automotive America DP60} 12-Volt	0/0	0
8XNY	HEADLIGHTS Halogen	0/0	0
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
8XRB	BATTERY DISCONNECT SWITCH for Cab Power Disconnect, Disconnects Power Distribution Module (PDM) and Body Builder Through Solenoid, Does Not Disconnect Charging Circuits, In-Cab Mounted Switch	1/0	1
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	3/0	3
9HCX	GRILLE Stationary, Molded in Black	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WBM	FRONT END Tilting, Fiberglass, with Three Piece Construction, Sloped Front	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WM"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan	0/0	0
10BAE	LABEL, DEF "DEF ONLY"	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
10WBS	KEYS - ALL ALIKE, ADDITIONAL 2 Keys	0/0	0
10WCY	SAFETY TRIANGLES	11/1	12
10WKK	KEYS - ALL ALIKE, ID I-0608 Compatible with Z-100	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	-81/-16	-97
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12BGV	ENGINE, DIESEL {International S13} EPA 2024, 450HP @ 1800 RPM, 1750 lb-ft Torque @ 900 RPM, 2000 RPM Governed Speed, 450 Peak HP (Max)	0/0	0
12TAB	POWERTRAIN INTERFACE MODULE	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u>		

INTERNATIONAL

Vehicle Specifications
2026 HV515 SFA (HV515)

March 02, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: FAN Nylon		
12VBZ	AIR CLEANER Dual Element, Engine Mounted	1/0	1
12VKJ	EMISSION, CALENDAR YEAR {International S13} EPA, OBD and GHG Certified for Calendar Year 2026	0/0	0
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
12WPZ	OIL PAN Stainless Steel, for N13/A26/S13 Engines	53/3	56
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
12WYX	BLOCK HEATER, ENGINE {Phillips} 120V/1500W, with "W" Cord for Fuel Heater and 120V/300W Oil Pan Heater	4/0	4
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
12XCY	RADIATOR Aluminum, Cross Flow, 1144 SqIn, with 1007 SqIn Charge Air Cooler	0/0	0
13BEK	TRANSMISSION, AUTOMATIC {Allison 4500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	287/83	370
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type	25/0	25
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	5/0	5
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14HRL	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.89	0/2291	2291
14RAW	AXLE, LIFT, CONTROLS for Three Lift Axles; Controls Inside and Outside Cab; Includes Lift/Lower Switch Inside Cab on Dash; Pressure Gauge and Pressure Regulator Outside Cab	0/0	0

Vehicle Specifications
2026 HV515 SFA (HV515)

March 02, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
14UAE	AXLE SPACING, FIRST PUSHER 43" Ahead of Drive Axle	0/0	0
14UAJ	AXLE SPACING, SECOND PUSHER 42" Ahead of First Pusher Axle	0/0	0
14UAM	AXLE SPACING, THIRD PUSHER 42" Ahead of Second Pusher Axle	0/0	0
14UNX	SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 46,000-lb Capacity, 56" Axle Spacing, 9.0" Ride Height, with Shock Absorbers	0/1053	1053
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations	0/0	0
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints	0/0	0
14WNL	AXLE, PUSHER, LIFT TYPE (3) {Watson & Chalin SL0893SSR Tru-Trk Alumilite} 8,000-lb Capacity, Three Self-Steer Axles	890/1237	2127
14WZY	AXLE SHAFT MODIFICATION Axle Shaft Flanges Modified for 0.625" Diameter Drive Studs with Solid Type Cone-Locks	0/0	0
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0
15BAA	DEF TANK COVER Stainless Steel	2/0	2
15LNZ	FUEL HEATER PLUMBING Plumbing for Blender Valve Integrated in Fuel Water Separator, Thermostatically Controlled, for S13 Engine	0/0	0
15LRA	FUEL/WATER SEPARATOR {Davco 388} 120 VAC Plug-In Electric Pre-Heater, 12 VDC Electric Heater, with ESOC Fittings, Includes Water-in-Fuel Sensor	7/0	7
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
15SWG	FUEL TANK Top Draw, Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab	12/5	17
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module	15/0	15
15WEY	DEF TANK 10.8 US Gal (41L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
16564	HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line	5/0	5
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	0/0	0
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16HGG	GAUGE, OIL TEMP, ENGINE	1/0	1
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1

Vehicle Specifications
2026 HV515 SFA (HV515)

March 02, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HKE	GAUGE, LOAD INDICATING REAR Text Message in Cluster Display, for use with Rear Air Suspension	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLR	VIRTUAL GAUGE, AIR APPLICATION Requires Premium Cluster	0/0	0
16KBM	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Mordura Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back Adjust	0/0	0
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust	0/0	0
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9
16SMZ	SEAT, PASSENGER {Seats, Inc.} Non Suspension, High Back, Fixed Back, Integral Headrest, Mordura Cloth, for use with Batteries in Cab	34/10	44
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"	3/0	3
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
16VLU	CAB REAR SUSPENSION Air Suspension, for High Cab Height	0/0	0
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16VSL	WINDSHIELD Heated, Single Piece	1/0	1
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open	0/0	0
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0

INTERNATIONAL

Vehicle Specifications
2026 HV515 SFA (HV515)

March 02, 2026

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16XRX	MODESTY PANEL Painted	0/0	0
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab	-11/-3	-14
27DBA	WHEELS, FRONT {Accuride 29374} DISC; 22.5x12.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
28DWT	WHEELS, REAR {Accuride 43644} DUAL DISC; 22.5x8.25 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-232	-232
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
34ADW	WHEELS, LIFT AXLE PUSHER {Alcoa 66480} Single Wheels, for Three Lift Axles; 17.5x6.00 Rims, High Polish Aluminum, 10-Hand Hole, 6-Stud, 205mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>	328/524	852
60ADL	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 12 Inputs (6 Analog & 6 Tri-State) and 17 Outputs (6 High Current, Max 20 amp per Channel, 6 Low Current, 2 PWM, (2) 5A, (1) 5VR), Max 100 amp Total, Includes One Switch Pack with Latched Switches	0/0	0
60AJK	BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)	0/0	0
61ABM	DLB, SUSPENSION HEIGHT CONTROL to Lower Suspension When PTO is Engaged, Rear Air Bags will Dump	0/0	0
7382135440	(8) TIRE, REAR 11R22.5 Load Range H HDC 3 (CONTINENTAL), 492 rev/mile, 68 MPH, Drive	0/112	112
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position	112/0	112
7797205512	(6) TIRE, PUSHER 215/75R17.5 Load Range J R02 PRO TRAILER (PIRELLI), 681 rev/mile, 68 MPH, Drive	0/0	0
Services Section:			
40127	WARRANTY Standard for HV513/HV515, HV613/HV615 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2030A	0/0	0
Total Component Weight:		11508/9835	21343
		(lbs)	(lbs)
		(lbs)	(lbs)

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

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$167,768.89

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

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

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

Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

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

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

35

April 22, 2026

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

Subject: Bid Award – Project WA2508 – Water Service Line Replacement (Bid 2026-5)

Dear Commissioners:

I am recommending Bid Award for Project WA2508 to Capital Exteriors, Inc. to complete approximately 50 water service line replacements. The bid cost is \$544,102.00. 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 WA2508 to Capital Exteriors, Inc. to complete water service line replacement in the amount of \$544,102.00.

NOTICE OF AWARD

WATER SERVICE REPLACEMENT PROJECT 2026-05
FARGO, ND

April 15, 2026

Troy Hall
Water Utility Director
City of Fargo Water Treatment Plant

Subject: Water Service Replacement Project 2026-05 Notice of Award

Dear Troy:

Regarding the bids opened on 4/15/2026 for the project known as Water Service Replacement Project 2026-05, 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.



Dan Korf, PE, CFM
Direct: 701.499.9455
dkorf@houstoneng.com

Section Title	Line Item	Item Code	Item Description	Unit	Quantity	Capital Exteriors		Johnson & Schock Expanding		Dirt Dynamics		
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
Base Bid Items	1	SPECIAL	Site Mobilization	EA	50	\$280.00	\$491,815.00	\$500.00	\$533,432.00	\$1,500.00	\$774,370.00	
	2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	92	\$195.00	\$14,000.00	\$146.00	\$25,000.00	\$200.00	\$75,000.00	
	3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	1830	\$160.00	\$17,940.00	\$146.00	\$13,432.00	\$200.00	\$18,400.00	
	4	1400-PN6X-D0010	Public Water Service, Full Pipe 1" Dia Water Service	LF	23	\$195.00	\$274,500.00	\$146.00	\$267,180.00	\$200.00	\$365,000.00	
	5	1400-PN5X-D0010	Private Water Service, Full Pipe 1" Dia Water Service	LF	183	\$150.00	\$27,450.00	\$110.00	\$20,530.00	\$140.00	\$3,220.00	
	6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	1	\$1,550.00	\$1,550.00	\$3,000.00	\$20,130.00	\$140.00	\$25,620.00	
	7	1400-SH20-0000	Connect Water Service	EA	1	\$650.00	\$650.00	\$3,000.00	\$1,500.00	\$750.00	\$750.00	
	8	1400-SY20-0000	Eliminate Water Service	EA	1	\$800.00	\$800.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	
	9	SPECIAL	Connect Water Service to Meter	EA	50	\$650.00	\$32,500.00	\$1,800.00	\$90,000.00	\$2,000.00	\$100,000.00	
	10	SPECIAL	Site Restoration	SY	500	\$85.00	\$42,500.00	\$85.00	\$42,500.00	\$150.00	\$75,000.00	
	11	4100-0010-XT001	Traffic Control	US	1	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	
	12	2100-RW60-0000	Rem & Repl Curb & Gutter	LF	24	\$90.00	\$2,160.00	\$100.00	\$2,400.00	\$125.00	\$3,000.00	
	13	2300-AW7C-K0040	Rem & Repl Pavement 7" Thick Reinf Conc	SY	16	\$205.00	\$3,280.00	\$110.00	\$1,760.00	\$180.00	\$2,880.00	
	14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	300	\$115.00	\$34,500.00	\$95.00	\$28,500.00	\$130.00	\$39,000.00	
	15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50	\$140.00	\$7,000.00	\$110.00	\$5,500.00	\$150.00	\$7,500.00	
	16	SPECIAL	Sanitary Sewer Service Takeving	EA	100	\$240.00	\$24,000.00	\$250.00	\$25,000.00	\$500.00	\$50,000.00	
	Contingency Bid Items											
		17	SPECIAL	Water Meter Relocation	LF	250	\$28.00	\$7,000.00	\$50.00	\$12,500.00	\$50.00	\$12,500.00
		18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	13	\$1,524.00	\$19,812.00	\$990.00	\$12,740.00	\$1,200.00	\$15,600.00
		19	SPECIAL	Reconnection of Water Service Electrical Jumper Cable	EA	37	\$425.00	\$15,725.00	\$472.00	\$17,464.00	\$500.00	\$18,500.00
	20	SPECIAL	Sewer Service Repair	EA	13	\$750.00	\$9,750.00	\$500.00	\$6,500.00	\$1,000.00	\$13,000.00	
Base Bid Total:							\$544,102.00		\$587,636.00		\$833,970.00	

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 2026-05.**

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 2026-05

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*

Project Start Date:

It is anticipated a notice to proceed will be issued between July 15 and August 3, 2026.

Substantial Completion Date: October 16, 2026

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

Final Completion Date: October 30, 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 28 days from the start of service work to completion of permanent pavement patch per site.
- 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.
- Liquidated damages of \$350 per day per site will be assessed to the Contractor for failure to complete the work within the timelines described in the Additional Provisions.

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 2026-05.
 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.)

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

36

April 22, 2026

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

Subject: Bid Award – Project WA2509 – Water Service Line Replacement (Bid 2026-6)

Dear Commissioners:

I am recommending Bid Award for Project WA2509 to Johnson & Schock Excavating, LLC to complete approximately 52 water service line replacements. The bid cost is \$615,288.00. 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 WA2509 to Johnson & Schock Excavating, LLC to complete water service line replacement in the amount of \$615,288.00.

NOTICE OF AWARD

**WATER SERVICE REPLACEMENT PROJECT 2026-06
FARGO, ND**

April 22, 2026

Troy Hall
Water Utility Director
City of Fargo Water Treatment Plant

Subject: Water Service Replacement Project 2026-06 Notice of Award

Dear Troy:

Regarding the bids opened on 4/22/2026 for the project known as Water Service Replacement Project 2026-06, please see the attached bid tabulation. The low aggregate bidder was Johnson & Schock Excavating, 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.



Dan Korf, PE, CFM
Direct: 701.499.9455
dkorf@houstoneng.com

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Johnson & Schock Excavating		Capital Ewers		Dirt Dynamics	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid Items	1	SPECIAL	Site Mobilization	EA	52	\$500.00	\$26,000.00	\$308.00	\$16,016.00	\$2,000.00	\$104,000.00
	2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	191	\$122.00	\$23,302.00	\$214.50	\$40,989.50	\$160.00	\$30,600.00
	3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	1678	\$122.00	\$204,716.00	\$185.00	\$276,870.00	\$160.00	\$268,800.00
	4	1400-PWSX-D0010	Public Water Service, Fall Pipe 1" Dia Water Service	LF	48	\$80.00	\$3,840.00	\$214.50	\$10,296.00	\$160.00	\$7,680.00
	5	1400-PWSX-D0010	Private Water Service, Fall Pipe 1" Dia Water Service	LF	168	\$80.00	\$13,440.00	\$165.00	\$27,720.00	\$160.00	\$26,880.00
	6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	13	\$800.00	\$10,400.00	\$1,705.00	\$22,165.00	\$1,500.00	\$19,500.00
	7	1400-SH20-0000	Connect Water Service	EA	13	\$3,000.00	\$39,000.00	\$715.00	\$9,295.00	\$3,000.00	\$39,000.00
	8	1400-SY20-0000	Eliminate Water Service	EA	1	\$3,000.00	\$3,000.00	\$880.00	\$880.00	\$1,500.00	\$1,500.00
	9	SPECIAL	Connect Water Service to Meter	EA	49	\$1,800.00	\$88,200.00	\$715.00	\$35,035.00	\$2,000.00	\$98,000.00
	10	SPECIAL	Site Restoration	SY	520	\$85.00	\$44,200.00	\$93.50	\$48,620.00	\$1,000.00	\$52,000.00
	11	4100-0010-X1001	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$4,083.30	\$4,083.30	\$5,000.00	\$5,000.00
	12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	156	\$100.00	\$15,600.00	\$100.00	\$15,600.00	\$140.00	\$21,840.00
	13	2300-AW7C-K0040	Rem & Repl Pavement 7" Thick Reinf Conc	SY	160	\$110.00	\$17,600.00	\$225.50	\$36,080.00	\$160.00	\$25,600.00
	14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	240	\$95.00	\$22,800.00	\$126.50	\$30,360.00	\$130.00	\$31,200.00
	15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	250	\$110.00	\$27,500.00	\$154.00	\$38,500.00	\$140.00	\$35,000.00
	16	SPECIAL	Sanitary Sewer Service Relocating	EA	104	\$250.00	\$26,000.00	\$264.00	\$27,456.00	\$300.00	\$31,200.00
Contingency Bid Items	17	SPECIAL	Water Meter Relocation	LF	245	\$50.00	\$12,250.00	\$30.80	\$7,546.00	\$75.00	\$18,375.00
	18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	13	\$980.00	\$12,740.00	\$1,676.40	\$21,793.20	\$1,200.00	\$15,600.00
	19	SPECIAL	Reconnection of Water Service Electrical Jumper Cable	EA	36	\$450.00	\$16,200.00	\$467.50	\$16,830.00	\$500.00	\$18,000.00
	20	SPECIAL	Sewer Service Repair	EA	13	\$500.00	\$6,500.00	\$825.00	\$10,725.00	\$100.00	\$1,300.00
Base Bid Total:							\$615,288.00		\$898,840.00		\$850,715.00

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Fargo, ND	Owner's Project No.:	WA2509
Engineer:	Houston Engineering, Inc.	Engineer's Project No.:	6059-0211
Project:	Water Service Replacement Project 2026-06		
Bidder:	Johnson & Schock Excavating, LLC		
Bidder's Address:	4080 98 th Avenue South, Fargo, ND 58104		

You are notified that Owner has accepted your Bid dated [April 22, 2026] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WATER SERVICE REPLACEMENT PROJECT 2026-06

The Contract Price of the awarded Contract is \$[615,288.00]. 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

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Fargo (“Owner”) and [Johnson & Schock Excavating, 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 2026-06.**

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 2026-06

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*

Project Start Date:

It is anticipated a notice to proceed will be issued between July 15 and August 3, 2026.

Substantial Completion Date: October 16, 2026

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

Final Completion Date: October 30, 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 28 days from the start of service work to completion of permanent pavement patch per site.
- 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.
- Liquidated damages of \$350 per day per site will be assessed to the Contractor for failure to complete the work within the timelines described in the Additional Provisions.

Milestone:

Parts of the work must be substantially completed on or before the following Milestone(s):

Milestone 1 – Contractor shall substantially complete work for **1314 6 Ave S.** on or before **August 15, 2026.** Liquidated damages of \$350 per day will be assessed to the contractor for failure to complete the work within the time specified above.

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 2026-06.
 - 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 [Johnson & Schock Excavating, 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:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

(If [Type of Entity] 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.)

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____