FARGO CITY COMMISSION AGENDA
Monday, August 17, 2026 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of discussing negotiating strategy and/or providing negotiating instructions to its attorney or other negotiator regarding a contract(s) with Kilbourne, LLC relating to the Convention Center project, which is currently being negotiated, 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 www.FargoND.gov/Streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/CityCommission.

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, August 3, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 2nd reading, waive reading and final adoption of an Ordinance Repealing Article 15-02 of Chapter 15 of the Fargo Municipal Code relating to the Human Rights Commission; 1st reading, 8/3/26.

2. Applications for property tax exemptions for improvements made to buildings.

3. Findings, Conclusions and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for Pounds.

4. Findings, Conclusions and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for Front Street Taproom.

5. Findings, Conclusions and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for Wurst Bier Hall.

6. Findings, Conclusions and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for NoBull Smokehouse.

7. Settlement Agreement and Release and Occupancy Agreement between the City of Fargo and the Kesselring Joint Trust UA.

8. Settlement Agreement and Release between City of Fargo and Phoenix Fabricators and Erectors, LLC.

9. Applications for Games of Chance.

10. Change Order No. 5 in the amount of $3,630.32 and time extension to Final Completion date of 11/14/2026 for Improvement District No. BN-25-C1.

11. Memorandum of Offer to Landowner and Permanent Easement (Sanitary Sewer) with Rodgers Real Estate, LLC (Improvement District No. BR-23-A1).

12. Hold Harmless and Indemnification Agreement and Financial Reimbursement and Special Assessment Agreement with TTC Building, LLC (Improvement District No. BR-26-F1).

13. Contract and bond for Improvement District No. BN-26-B1.

14. Contract and bond for Improvement District No. BR-26-D2.

15. Bid award to Robert R. Schroeder Construction Co. Inc. in the amount of $6,488,013.15 for Project No. QN-23-B1.

16. Permanent Easement (Alley) with Spencer Runck (Project No. AN-19-A1).

17. Negative Final Balancing Change Order No. 3 in the amount of -$47,898.48 for Project No. TM-25-A1.

18. Resolution Authorizing Sale of Property and Purchase Agreements for City-owned property in Parkview South Eighth Addition.

19. Items from FAHR meeting:
    a. Receive and File General Fund Budget to Actual - June 30, 2026.
    b. Receive and File General Fund - 2026 Year-End Projections as of June 30, 2026.
    c. Accept the FY 2025 State Homeland Security Grant Program award in the amount of $50,000.00 for the placement of anti-intrusion film on the first floor of City Hall.
    d. Approve increasing the Purchase Order to Core & Main for Project No. WA2402 by $994,340.00 to account for the purchase of 2,000 Sensus Ally meters.
    e. Approve acceptance of the $70,185.00 donation from the Fargo Police Foundation for Crowd Management Team equipment and related budget adjustment as presented.
    f. Accept the FY 2025 State Homeland Security Grant Program award in the amount of $189,116.00 for various equipment purchases in Tactical operations along with Crisis Negotiations along with related budget adjustment as presented.
    g. Approve the donation of $1,953.68 from OK Tire along with the budget adjustment as presented.
    h. Approve a budget adjustment to move Primary Tax Credit revenue from Property Tax Revenue to Intergovernmental State Revenue in the amount of $5.7 million. See budget adjustment.
    i. Approve a budget adjustment to reflect only 6 months of Axon expense in the 2026 budget, not 12 months as originally approved. See budget adjustment.

20. Agreement for Health Officer Services Between the City of Fargo and Tim Mahoney, MD (RFP26212).

21. Set August 31, 2026 at 5:05 p.m. as the date and time for a Hearing on a dangerous building at 1433 4th Avenue South.

22. Set August 31, 2026 at 5:05 p.m. as the date and time for a Hearing on a dangerous building at 1334 1st Avenue South.

23. Resolution approving Plat of Christianson 32nd Avenue South Fourth Addition.

24. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Henderson Products Inc. in the amount of $173,083.50 for the purchase of one Henderson Brinex Advantage Salt Brine Production System (PBC26269).

25. Direct the City Attorney to work with Public Works to review and add language regarding winter parking restrictions to Article 8-10 of the Fargo Municipal Code Relating to Parking Regulations.

26. Extend the Services Agreement – Snow Hauling Trucking Services with Diesel Dogs Contracting, LLC for the 2026/2027 season (RFP25059).

27. Extend the Services Agreement – Snow Groomer Equipment Services with Midwest Snow Services LLC for the 2026/2027 season (RFP25198).

28. Bid awards to Master Construction, Lenzmeier Trucking Inc. and Oye Trucking LLC for 2026/2027 Snow Hauling Trucking Services and subsequent Services Agreements (RFP26226).

29. Lease with Option to Purchase Agreement No. CIT8530-145 with Kinetic Leasing, Inc. in the amount of $556,000.00 for a crawler dozer with waste handler package for the Solid Waste Department (RFP26057).

30. Contract and bond for Project No. WA2511.

31. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

32. **PUBLIC HEARING** – Federal Transit Administration Sections 5307 and 5339 Program of Projects for 2026.

33. Approve the use of existing 2026 Fire Department capital funds, account 475-4050-510.10, originally budgeted for the Mobile Ventilation Prop and Mobile Auto Extrication Prop, for the purchase of temporary live-burn training shipping containers and associated setup, and a utility terrain vehicle (UTV); all expenditures shall remain within the existing approved 2026 budget; continued from the 8/3/26 Regular Meeting.

34. Acceptance of $20,000.00 Wrigley Family donation for Red River Valley SWAT equipment along with the budget adjustment as presented; continued from the 8/3/26 Regular Meeting.

35. Recommendation for appointments to the Civil Service Commission.

36. Construction update.

37. Liaison Commissioner assignment updates.

38. **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 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 website at www.FargoND.gov/CityCommission.

C-1

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. ________

AN ORDINANCE REPEALING ARTICLE 15-02 OF CHAPTER 15
OF THE FARGO MUNICIPAL CODE
RELATING TO THE HUMAN RIGHTS COMMISSION

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

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

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

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

NOW. THEREFORE,

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

Section 1. Amendment.

Article 15-02 of Chapter 15 of the Fargo Municipal Code is hereby repealed in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _________

Section 2. Effective Date.

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

____
Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading:
Final Passage:

CITY OF Fargo

ASSESSMENT DEPARTMENT

2

July 7, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Andrew Zimmerman. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $326 with the City of Fargo's share being $55.

Sincerely,

Mike Splonskowski

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed ____________________

2. Address of Property ____________________

3. Parcel Number ____________________

4. Name of Property Owner Andrew Zimmerman Phone No. ____________________

5. Mailing Address of Property Owner 2213 25 Ave S, Fargo, ND 58103

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Kitchen remodel

7. Building permit No. 25040029 8. Year built (residential property) 1978

9. Date of commencement of making the improvements ____________________

10. Estimated market value of property before the improvements $ 312,500.00

11. Cost of making the improvement (all labor, material and overhead) $ 25,000

12. Estimated market value of property after the improvements $ ____________________

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant ____________________ Date 7/6/26

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☑ do not ☐ meet the qualifications for exemption for the following reason(s): ____________________

Assessor/Director of Tax Equalization ____________________ Date 8-6-2026

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐

Approval is subject to the following conditions: ____________________

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson ____________________ Date ____________________

24840 (Rev. 6-01)

CITY OF Fargo

ASSESSMENT DEPARTMENT

July 7, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Angela and Ronnie Holm. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $212 with the City of Fargo's share being $36.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

225 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02-2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal Description of the property for which exemption is claimed

2. Address of Property

3. Parcel Number

4. Name of Property Owner **HOLM, ANGELA M & RONNIE J** Phone No.

5. Mailing Address of Property Owner

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary).

   added Seamless Siding

7. Building permit No. **25101262**

8. Year built (residential property) 1972 (?)

9. Date of commencement of making the improvements November 2025

10. Estimated market value of property before the improvements $ 440,000 – what we paid

11. Cost of making the improvement (all labor, material and overhead) $ 50,000.00

12. Estimated market value of property after the improvements $ 490,000 (?)

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant [signature] Date 6·30·26

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do / do not meet the qualifications for exemption for the following reason(s):

Assessor/Director of Tax Equalization [signature] Date 8-6-2026

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions:

Exemption is allowed for years 20 , 20 , 20 , 20 , 20 .

Chairperson Date

CITY OF
Fargo
ASSESSMENT DEPARTMENT

July 7, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Gail Meyer. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $349 with the City of Fargo's share being $59.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

225 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed ____________

2. Address of Property ____________
3. Parcel Number ____________
4. Name of Property Owner Gail Meyer Phone No ____________
5. Mailing Address of Property Owner ____________

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Furnace & A/C New driveway New roof 2024
7. Building permit No. ____________
8. Year built (residential property) 1900
9. Date of commencement of making the improvements June 2026, Oct 2024
10. Estimated market value of property before the improvements $ 201,300
11. Cost of making the improvement (all labor, material and overhead) $ 26,000
12. Estimated market value of property after the improvements $ ~~[illegible]~~ 227,300

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Gail K Meyer Date 7/6/2026

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): ____________

Assessor/Director of Tax Equalization [signature] Date 8-6-2026

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
Approval is subject to the following conditions: ____________

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson ____________ Date ____________

CITY OF Fargo
ASSESSMENT DEPARTMENT

July 23, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Douglas and Sarah Beresford A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $329 with the City of Fargo's share being $56.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

225 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed ______
2. Address of Property ______
3. Parcel Number ______
4. Name of Property Owner DOUGLAS & SARAH BERESFORD Phone No. ______
5. Mailing Address of Property Owner ______

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Chimney removal; Strip Shingles on Roof House and Garage, New roof; Plywood/SHINGLES, 2 new Vents, 2 Hi capacity downspouts & gutter guards
7. Building permit No. Not Required (per PLANNING) 8. Year built (residential property) 1956
9. Date of commencement of making the improvements 6-29-26
10. Estimated market value of property before the improvements $ 217,800.00
11. Cost of making the improvement (all labor, material and overhead) $ 24,520.00
12. Estimated market value of property after the improvements $ 242,320.00

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant ______ Date 7-20-2026

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☑ do not ☐ meet the qualifications for exemption for the following reason(s): ______

Assessor/Director of Tax Equalization ______ Date 8-6-2026

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐

Approval is subject to the following conditions: ______

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson ______ Date ______

CITY OF Fargo

ASSESSMENT DEPARTMENT

July 23, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Garfield and Valerie Narum. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $133 with the City of Fargo's share being $23.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed ______

2. Address of Property ______

3. Parcel Number ______

4. Name of Property Owner Garfield & Valerie Narum Phone No. ______

5. Mailing Address of Property Owner ______

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). New siding

7. Building permit No. 26030519 8. Year built (residential property) 1959

9. Date of commencement of making the improvements 3/25/2026

10. Estimated market value of property before the improvements $ 230,900.00

11. Cost of making the improvement (all labor, material and overhead) $ 89315.95

12. Estimated market value of property after the improvements $ 240,800.00

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Garfiel Narum Date 7/15/2026

Assessor's Determination And Signature

14. The assessor county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): ______

Assessor Director of Tax Equalization [illegible] Date 8-6-2025

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐

Approval is subject to the following conditions: ______

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson ______ Date ______

CITY OF
Fargo

ASSESSMENT DEPARTMENT

July 23, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Denise Shilman and Torben Albrecht. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $671 with the City of Fargo's share being $114.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

Property Owner * SHILMAN, DENISE & ALBRECHT, TORBEN

Description Of Improvements For Exemption

Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed. * Painting interior, new or rejuvenated flooring thru out home, 5 of 6 new windows, new sliding glass patio door, water heater upgraded to tankless, electrical added in enclosed porch areas, some additional lighting/wiring to be installed, subfloor repairs, concrete repairs to garage & pad below AC unit, lots of

Building permit No. * A51F7T

Year built (residential property) * 1941

Date of commencement of making the improvements * 6/19/2026

Estimated market value of property before the improvements * $ 175,000.00

Cost of making the improvement (all labor, material and overhead) * $ 50,000.00

Estimated market value of property after the improvements * $ 250,000.00

Applicant's Certification And Signature

I certify that the information contained in this application is correct to the best of my knowledge. Denise Shilman

Date * 7/23/2026

Assessor's Determination And Signature

The assessor/county director of tax equalization finds that the improvements described in this application * do

do not

meet the qualifications for exemption for the following reason(s): * The residential property was built 25 or more years ago

Assessor/Director of Tax Equalization Michael Sylenskowski

Date * 7/23/2026

Action of Governing Body

Action taken on this application by the governing board of the county or city: * Approved

Denied

Approval is subject to the following conditions:

Exemption is allowed for years

Year

THE CITY OF Fargo FAR MORE

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

3

August 7, 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 Pounds

Dear Commissioners,

Presented for your consideration and approval, please find the Findings, Conclusions, and Order in accordance with your approved motion from August 3, 2026, which found Pounds 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 Pounds alcohol license violation.

Sincerely,

William B. Wischer

City of Fargo, vs. Pounds 6 Broadway N. Fargo, ND	Findings, Conclusions, and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for Pounds

1. The Board of City Commissioners of the City of Fargo held a properly noticed administrative hearing on August 3, 2026, at approximately 5:30 p.m. in the Commission Chambers at 225 4th Street North, Fargo, North Dakota, to determine whether Pounds, a licensed alcohol establishment, committed a violation of applicable law and, if so, the appropriate administrative penalty.

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

Findings of Fact

3. On July 21, 2026, at Pounds, 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 (previously provided).

5. The declaration was provided to the Fargo City Attorney, Ian McLean, 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 – August 3, 2026.

7. Angie Bear, Deputy City Auditor, sent the licensee a copy of Officer Layman's declaration and notice of the hearing via registered mail on July 28, 2026, which is more than 5 days before the City Commission hearing date on August 3, 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 Pounds' first offense in the probationary period. Fargo Municipal Code section 25-15-12(D) requires a $500 administrative penalty for a first offense violation. However, because the server was server-trained and Pounds 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.

10. After considering the evidence, the Commission, in a 5-0 vote, adopted the following motion:

> *Find that Pounds, a business in the City of Fargo, which has a City of Fargo liquor license, served an individual alcohol, who was under the age of 21; Impose a penalty of $250; and Direct the City Attorney's office to draft findings and an order consistent with the commission's determination.*

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, Pounds, 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 $250 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____________________________________
Joshua A. Boschee, Mayor

ATTEST:

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

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Ian R. McLean

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

4

August 7, 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 Front Street Taproom

Dear Commissioners,

Presented for your consideration and approval please find the Findings, Conclusions, and Order in accordance with your approved motion from August 3, 2026, which found Front Street Taproom 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 Front Street Taproom license violation.

Sincerely,

William B. Wischer

City of Fargo, vs. Front Street Taproom 614 Main Ave. Fargo, ND	Findings, Conclusions, and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for Front Street Taproom

1. The Board of City Commissioners of the City of Fargo held a properly noticed administrative hearing on August 3, 2026, at approximately 5:30 p.m. in the Commission Chambers at 225 4th Street North, Fargo, North Dakota, to determine whether Front Street Taproom (Front Street), a licensed alcohol establishment, committed a violation of applicable law and, if so, the appropriate administrative penalty.

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

Findings of Fact

3. On July 21, 2026, at Front Street, 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 (previously provided).

5. The declaration was provided to the Fargo City Attorney, Ian McLean, within 14 days of the alleged violation.

6. A hearing on the violation was scheduled for the next regular meeting of the Fargo City Commission – August 3, 2026.

7. Angie Bear, Deputy City Auditor, sent the licensee a copy of Officer Layman's declaration and notice of the hearing via registered mail on July 28, 2026, which is more than 5 days before the City Commission hearing date on August 3, 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 Front Street'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. However, because the server was server-trained and Front Street 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.

10. After considering the evidence, the Commission, in a 5-0 vote, adopted the following motion:

> *Find that Front Street, a business in the City of Fargo, which has a City of Fargo liquor license, served an individual alcohol, who was under the age of 21; Impose a penalty of $250; and Direct the City Attorney's office to draft findings and an order consistent with the commission's determination.*

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, Front Street, 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 $250 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____________________________________
Joshua A. Boschee, Mayor

ATTEST:

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

THE CITY OF
Fargo
FAR MORE

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

5

August 7, 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 Wurst Bier Hall

Dear Commissioners,

Presented for your consideration and approval, please find the Findings, Conclusions, and Order in accordance with your approved motion from August 3, 2026, which found Wurst Bier Hall 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 Wurst Bier Hall alcohol license violation.

Sincerely,

William B. Wischer

City of Fargo, vs. Wurst Bier Hall 630 1st Ave N. Fargo, ND	Findings, Conclusions, and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for Wurst Bier Hall

1. The Board of City Commissioners of the City of Fargo held a properly noticed administrative hearing on August 3, 2026, at approximately 5:30 p.m. in the Commission Chambers at 225 4th Street North, Fargo, North Dakota, to determine whether Wurst Bier Hall (Wurst), a licensed alcohol establishment, committed a violation of applicable law and, if so, the appropriate administrative penalty.

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

Findings of Fact

3. On July 21, 2026, at Wurst, 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 (previously provided).

5. The declaration was provided to the Fargo City Attorney, Ian McLean, 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 – August 3, 2026.

7. Angie Bear, Deputy City Auditor, sent the licensee a copy of Officer Layman's declaration and notice of the hearing via registered mail on July 28, 2026, which is more than 5 days before the City Commission hearing date on August 3, 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 Wurst'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. The server was NOT server-trained. Thus, there are no mitigating factors under NDCC § 5-02-10.1. The Auditor's Office recommended a $500 administrative penalty, consistent with city law. The Commission found $500 an appropriate penalty.

10. After considering the evidence, the Commission, in a 5-0 vote, adopted the following motion:

> *Find that Wurst Bier Hall, a business in the City of Fargo, which has a City of Fargo liquor license, served an individual alcohol, who was under the age of 21; Impose a penalty of $500; and Direct the City Attorney's office to draft findings and an order consistent with the commission's determination.*

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, Wurst Bier Hall, 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 $500 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______________________________
Joshua A. Boschee, Mayor

ATTEST:

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

THE CITY OF Fargo FAR MORE

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

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August 7, 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 NoBull Smokehouse

Dear Commissioners,

Presented for your consideration and approval, please find the Findings, Conclusions, and Order in accordance with your approved motion from August 3, 2026, which found NoBull Smokehouse 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 NoBull Smokehouse alcohol license violation.

Sincerely,

William B. Wischer

City of Fargo, vs. NoBull Smokehouse 614 Main Ave. Fargo, ND	Findings, Conclusions, and Order of the Board of City Commissioners of the City of Fargo regarding a license violation for NoBull Smokehouse

1. The Board of City Commissioners of the City of Fargo held a properly noticed administrative hearing on August 3, 2026, at approximately 5:30 p.m. in the Commission Chambers at 225 4th Street North, Fargo, North Dakota, to determine whether NoBull Smokehouse (NoBull), a licensed alcohol establishment, committed a violation of applicable law and, if so, the appropriate administrative penalty.

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

Findings of Fact

3. On July 21, 2026, at NoBull, 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 (previously provided).

5. The declaration was provided to the Fargo City Attorney, Ian McLean, 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 – August 3, 2026.

7. Angie Bear, Deputy City Auditor, sent the licensee a copy of Officer Layman's declaration and notice of the hearing via registered mail on July 28, 2026, which is more than 5 days before the City Commission hearing date on August 3, 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 NoBull'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. However, because the server was server-trained and NoBull 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.

10. After considering the evidence, the Commission, in a 5-0 vote, adopted the following motion:

> *Find that NoBull, a business in the City of Fargo, which has a City of Fargo liquor license, served an individual alcohol, who was under the age of 21; Impose a penalty of $250; and Direct the City Attorney's office to draft findings and an order consistent with the commission's determination.*

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, NoBull Smokehouse, 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 $250 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____________________________________
Joshua A. Boschee, Mayor

ATTEST:

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

Berly D. Nelson
Peter W. Zuger**
Kasey D. McNary
Ian R. McLean
James R. Maring***
William B. Wischer
Alissa R. Farol Czapiewski*
Ana A. Neir*
Elijah P. Hartsell
Michael C. Studer

SERKLAND
LAW FIRM
SINCE 1888

Jack G. Marcil, Of Counsel
Ronald H. McLean, Of Counsel
Roger J. Minch, Of Counsel
**Timothy G. Richard, Of Counsel

Samantha J. Larson-Frobig, Office Manager

Chester J. Serkland (1909-1996)

Licensed in North Dakota & Minnesota
*Licensed Only in North Dakota
**Also Licensed in South Dakota
***Also Licensed in Arizona

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August 11, 2026

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

RE: City of Fargo v. Curtis H. Kesselring and Deborah J. Kesselring, as Trustees of the Kesselring Joint Trust UA dated January 1, 2017
Case No. 09-2025-CV-00698

Dear Commissioners:

Attached is a proposed Settlement Agreement and Release and Occupancy Agreement between the City of Fargo and the Kesselring Joint Trust UA dated January 1, 2017, which is intended to fully resolve the eminent domain action filed by the City of Fargo to acquire the Kesselring Trust's real property located at 635 Harwood Drive South. The Settlement Agreement and Release is the result of mediation efforts of the parties conducted on July 9, 2026.

The City's obligation in eminent domain proceedings is to pay just compensation for acquisition of private property for public benefit. The City may also be obligated to pay moving and relocation expenses, attorney's fees, expert witness fees, and other costs and expenses incurred by the City and the property owner. The settlement amount contained in the Settlement Agreement and Release includes any and all previously referenced costs and expenses to acquire the property and resolves the eminent domain action. The settlement will be paid with funds from the Diversion Authority.

> **SUGGESTED MOTION:** Move to accept and approve the Settlement Agreement and Release and Occupancy Agreement between the City of Fargo and the Kesselring Joint Trust UA dated January 1, 2017, as presented, and authorize the Mayor and City Auditor, or designee, to execute the same.

Sincerely,

Kasey D. McNary
kmcnary@serklandlaw.com

Attachment

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Settlement Agreement") is made and entered into by and between the **City of Fargo** (hereinafter "City of Fargo" or "City")), a North Dakota municipal corporation, and the **Kesselring Joint Trust UA dated January 1, 2017,** by and through its Trustees, Deborah J. Kesselring and Bell Bank (hereinafter the "Kesselring Trust"). The above-named parties shall be collectively referred to herein as "the Parties."

RECITALS

A. The City of Fargo brought an eminent domain action against the Kesselring Trust by Complaint dated February 11, 2025, in Cass County North Dakota, Case No. 09-2025-CV-00698, served on February 18, 2025.

B. The City is in the process of finalizing permanent flood protection for multiple areas in the City of Fargo as part of the City-wide Comprehensive Plan for Flood Risk Reduction projects. The Harwood Drive neighborhood is bounded by the Red River. Properties in this area have been acquired and designated for acquisition for the construction of flood protection measures as part of the Harwood, Hackberry, & River Drive Flood Risk Management project (COF #FM-15-F).

C. The City Commission approved acquisition of 635 Harwood Drive South on or about May 26, 2015.

D. On March 27, 2017, the City Commission passed a Resolution of Necessity authorizing the commencement of eminent domain/condemnation proceedings to acquire 635 Harwood Drive South.

E. The Kesselring Trust is the owner of real estate located at 635 Harwood Drive South in the City of Fargo, situated in the County of Cass and State of North Dakota, and legally described as follows:

> **Lot 2, Block 1, less the westerly 74.83 feet thereof, all of Lot 3, Block 1, and the northwesterly 10 feet of Lot 4, Block 1, all in Harwood Groves Sixth Addition to the City of Fargo, Cass County, North Dakota.**

("Subject Property").

F. The Kesselring Trust answered the Complaint on March 10, 2025. The Kesselring Trust disputed necessity and just compensation.

G. The Parties mediated the dispute by private mediation held on July 9, 2026. The Parties were thereafter able to reach a settlement and entered a Mediation Memorandum of Settlement Agreement dated July 22, 2026.

H. The Parties now desire to enter into this Settlement Agreement to provide for a comprehensive and complete settlement and discharge of all claims and defenses which any party made or could have made by reason of the events described above and upon the terms and conditions set forth below.

AGREEMENT

The Parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the payment amount set forth below, the Kesselring Trust, on behalf of its settlors, trustees, beneficiaries, heirs and assigns, hereby releases and forever discharges, the City of Fargo, its insurers, agents, representatives and employees, from any and all past, present, and future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever related to the Subject Property, which the Kesselring Trust might have brought against the City of Fargo as pertains to the condemnation action in Case No. 09-2025-CV-00698 and which could, in any way, arise out of the events described in the Recitals above.

1.2 In further consideration of the payment amount set forth below, the Kesselring Trust specifically waives any rights to any further statutory moving, relocation, and replacement housing expenses, which may have been available under N.D.C.C. § 54-01.1-03 and N.D.C.C. § 54-01.1-04, or any applicable federal law. In addition, the Kesselring Trust waives any additional attorney fees, statutory costs, and filing fees not otherwise described herein.

1.3 The City of Fargo, in exchange for obtaining a conveyance of the Subject Property in fee simple, hereby releases and forever discharges the Kesselring Trust, its settlors, trustees, beneficiaries, heirs and assigns, from any and all past and present claims, causes of action, demands, damages, costs, expenses and compensation related to the Subject Property. This release is not intended to apply to any future claims pertaining to or resulting from the Kesselring Trust's continued occupancy of the Subject Property as provided for herein.

1.4 The Kesselring Trust acknowledges and agrees that the release and discharge set forth above is a waiver of all claims and defenses the Kesselring Trust, its settlors, trustees, and beneficiaries might have asserted in Case No. 09-2025-CV-00698, and a general release regarding causes of action they might have brought regarding the events described in the above Recitals, including any obligation to pay damages, attorney's fees, and costs. It is understood and agreed by the parties that this settlement is a compromise reached in order to finally resolve the action described in the Recitals above.

1.5 The Parties waive the provisions of N.D.C.C. § 9-13-02, or any similar or other applicable state or federal statute or regulation, which provides that a general release does not extend to claims a creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected the settlement with the debtor.

2.0 Payment Terms

2.1 The City of Fargo will pay to the Kesselring Trust the total purchase amount of Three Million Dollars and No/Cents ($3,000,000.00) for the Subject Property (the "Acquisition Payment"). The City of Fargo's purchase of the Subject Property shall include the real estate, the dwelling located upon the Subject Property, all other buildings located upon the Property, and all items affixed to the Subject Property.

2.2 In addition to the Acquisition Payment, the City of Fargo will pay to the Kesselring Trust the amount of Twenty-Five Thousand Dollars and No/Cents ($25,000.00) for moving and relocation expenses. The City of Fargo will also pay to the Kesselring Trust the actual attorney's fees and expert expenses incurred by the Kesselring Trust since January 1, 2017, in an amount not to exceed One Hundred and Twenty-Five Thousand Dollars and No/Cents ($125,000.00). The amount to be paid for moving expenses, attorney's fees, and expert expenses shall be referred to herein as the "Additional Expenses Payment."

2.3 The Acquisition Payment for the Subject Property and the Additional Expenses Payment are to be paid to the Kesselring Trust at closing in cash or certified funds and upon delivery of a Trustee's Deed warranting title and conveying the Subject Property to the City of Fargo, free and clear of all mortgages, liens, and encumbrances, except all covenants, conditions, restrictions, easements, and right of ways of record. No other payments shall be made by any party.

2.4 The Kesselring Trust hereby agrees to provide unto the City an abstract of title to ensure marketable title. The City shall pay for the cost of continuation of the abstract of title to the Subject Property to a recent date. The abstract of title must show the Kesselring Trust to have good and marketable title free and clear of all liens and encumbrances (other than those that will be paid at closing). The closing shall take place within sixty (60) days of the complete execution of this Settlement Agreement by the Parties but may be extended by the City in the event of a title defect impacting the City's ability to obtain marketable title within the sixty (60) day period. The City of Fargo shall acquire ownership of the Subject Property on the day of closing, subject to the Kesselring Trust's continued occupancy until July 1, 2029, in accordance with the terms herein and the Occupancy Agreement attached hereto as Exhibit A, which is hereby incorporated and made part of this Settlement Agreement.

2.5 Any and all mortgages, liens, and encumbrances against the Subject Property (except for real estate taxes and special assessments) will be paid by the Kesselring Trust from the Acquisition Payment at the time of closing and the Kesselring Trust shall then receive the balance of the Acquisition Payment, less other incidental closing costs, on the date of closing.

2.6 The real estate taxes for the year in which closing occurs shall be prorated between the Parties, based on the most current tax information available from the County Treasurer, as of the date of closing. The City of Fargo shall be responsible for real estate taxes for the date of closing and thereafter. The City of Fargo shall also be responsible for insuring the Property for liability and other purposes from the date of closing and thereafter.

3.0 Terms for Occupancy Beyond Date of Closing

3.1 The City of Fargo agrees to allow Deborah J. Kesselring to continue her occupancy of the Subject Property after closing until July 1, 2029. Neither the Kesselring Trust nor Deborah J. Kesselring will be required to pay rent to the City of Fargo for this permitted period of occupancy. The Kesselring Trust and/or Deborah J. Kesselring, however, must obtain a policy of tenant's insurance or other similar coverage on the Subject Property for the period of time of her continued occupancy. The City shall be named as an additional insured on the policy.

3.2 If Deborah J. Kesselring decides to vacate the Subject Property prior to July 1, 2029, the Kesselring Trust shall notify the City of Fargo at least thirty (30) days prior to vacation of the Subject Property. In the event Deborah J. Kesselring vacates prior to July 1, 2029, then at such time of her vacation of the Subject Property possession will revert entirely to the City of Fargo and the City of Fargo may elect to immediately commence demolition of the house and other structures located upon the Subject Property and proceed with construction of flood protection measures upon the Subject Property.

3.3 Upon the period of occupancy for Deborah J. Kesselring terminating, she and the Kesselring Trust shall immediately vacate the premises and remit all keys and garage door openers to the City of Fargo by no later than three (3) business days thereafter.

3.4 Deborah J. Kesselring will occupy the Subject Property "as is." The Kesselring Trust and Deborah J. Kesselring shall pay all utilities to the Subject Property until such time as they vacate the Subject Property. The Kesselring Trust and/or Deborah J. Kesselring shall be solely responsible for all maintenance, repairs, and upkeep of the Subject Property that she desires or feels necessary for her continued occupancy. The Kesselring Trust and/or Deborah J. Kesselring are not obligated to perform any particular maintenance or upkeep except as necessary to abide by applicable City ordinances, including but not limited to snow and ice removal, lawn care, and control of noxious weeds, and to avoid the Subject Property becoming a nuisance or danger to public safety. The City of Fargo shall not be responsible for any maintenance, upkeep, or repairs of any kind to the Subject Property or any buildings, fixtures, or mechanical systems located upon the Subject Property. If the Subject Property, for any reason, becomes uninhabitable, the Kesselring Trust's and Deborah J. Kesselring's sole remedy is to vacate the Subject Property.

3.5 The Kesselring Trust agrees that the City of Fargo will not be responsible for security or protection of the Subject Property during the post-closing occupancy period, including providing any flood protection for the structures located upon the Subject Property. The Kesselring Trust and Deborah J. Kesselring hereby acknowledge that during the period of post-closing occupancy if there is a flood emergency that requires the City to construct flood protection in the area of the Subject Property, such flood protection measures, including but not limited to a temporary clay levee, will be erected in such a manner as to leave the Subject Property on the river side of the line of protection, and the City may need to disconnect services, including sewer and water, to the Subject Property to protect public infrastructure. The City shall not be responsible for restoring, repairing, or reconstructing any structures located on the Subject Property to a habitable condition if such structures are flooded during the period of occupancy by Deborah J. Kesselring, nor will the City be responsible for any damage to personal property in the event of a flood. The City will remove the temporary clay levee from the neighborhood if one is erected during a flood event.

3.6 The Kesselring Trust shall be allowed to remove and keep any personal property from the Subject Property, including but not limited to plants, landscaping materials, cabinets, light fixtures, building materials, appliances, and other structural materials from the interior and exterior of the home, so long as such property is removed prior to the Kesselring Trust/Deborah J. Kesselring vacating the Subject Property. Prior to removal of any personal property, the Kesselring Trust must notify the City so the City Engineer may confirm such removals will not impact the structural integrity of the home, result in termination of mechanical services to the home, nor leave any open holes in the home that will jeopardize the security of the home or Subject Property. Notwithstanding the foregoing, the Kesselring Trust may remove windows and doors from the home so long as any such holes in the exterior walls are filled or otherwise covered and secured. Mechanical appurtenances serving the structure, including but not limited to the sump pumps, furnaces, gas lines, sewer lines, and water lines, shall be left in place to ensure the removal of materials does not create a liability for contractors removing the remainder of the home after the period of post-closing occupancy ends.

4.0 Representation of Comprehension of Document

In entering into this Settlement Agreement and Release, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, concerning the legal consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted.

5.0 Warranty of Capacity to Execute Agreement

The Kesselring Trust represents and warrants that no other person or entity has any interest in the Subject Property, causes of action, or defenses referred to in this Settlement Agreement; that the Kesselring Trust, acting through its Trustees, Deborah J. Kesselring and Bell Bank, has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified herein; and that the Kesselring Trust has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Subject Property or premises, which is the subject of this Settlement Agreement.

6.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of North Dakota.

7.0 Additional Documents

All parties agree to cooperate fully and approve and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement, including, but not limited to, a Stipulation for Dismissal with prejudice and without costs or attorney's fees to any party in the action listed in the Recitals above, as well as a proposed Order of Dismissal and proposed Judgment of Dismissal.

8.0 Entire Agreement and Successors in Interest

This Settlement Agreement and Release contains the entire agreement between the Kesselring Trust, its settlors, trustees, and beneficiaries and the City of Fargo, its insurers, employees, agents and representatives with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the trustees, beneficiaries, executors, administrators, personal representatives, heirs, successors and assigns of each.

9.0 Effectiveness

This Settlement Agreement and Release shall become effective immediately following execution by each of the Parties.

THIS IS A RELEASE. READ BEFORE SIGNING.

Dated: July 30, 2026 Deborah J Kesselring

Deborah J. Kesselring as Trustee of the
Kesselring Joint Trust UA dated January 1, 2017

Dated: ____________________

____

Bell Bank as Successor Trustee of the
Kesselring Joint Trust UA dated January 1, 2017
By:____
Its:____

Dated: ____________________

____

City of Fargo
By: Joshua Boschee
Its: Mayor

ATTEST:

____

Angie Bear
Deputy Auditor on behalf of City Auditor

Dated: ____________________

____
Deborah J. Kesselring as Trustee of the
Kesselring Joint Trust UA dated January 1, 2017

Dated: July 30, 2026

____
Bell Bank as Successor Trustee of the
Kesselring Joint Trust UA dated January 1, 2017
By: KRISTEN TRAISER
Its: VP & SENIOR WEALTH & FIDUCIARY ADVISOR

Dated: ____________________

____
City of Fargo
By: Joshua Boschee
Its: Mayor

ATTEST:

____
Angie Bear
Deputy Auditor on behalf of City Auditor

EXHIBIT A

OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT (this "Agreement") is made by and between **DEBORAH J. KESSELRING** ("Occupant") and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation ("City"), related to property located at 635 Harwood Drive South, Fargo, North Dakota (the "Premises").

WHEREAS, City has acquired the Property from Occupant in a settlement incident to an eminent domain action (the "Action"); and

WHEREAS, as a part of that agreement, City has agreed to allow Occupant to occupy the Premises on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. City agrees to allow Occupant to remain in the Premises until **July 1, 2029**. Occupant shall not be required to pay the City any rent.

2. **Occupant shall furnish to the City a copy of a tenant's policy of insurance insuring against liability in at least the principal sum of $500,000 per occurrence.** City shall be named as an additional insured on said policy. Other than the requirement of this Section 2, Occupant shall not be required to maintain any insurance of any kind or nature including specifically (but without limitation) flood insurance.

3. Occupant agrees to indemnify and hold City harmless from any and all claims, demands or causes of action that may be asserted as a result of Occupant's continued occupancy of the Premises, other than claims resulting from or arising out of the actions of the City or its agents or employees. Occupant shall pay all utilities to the Premises until she vacates the Premises.

4. Occupant is occupying the Premises "as is." Accordingly, City shall not be responsible for any maintenance, upkeep, or repairs of any kind. Occupant shall not be required to maintain the Property in its current condition or in any particular condition provided that the Property does not become a nuisance or violate otherwise generally

applicable regulations of property.

5. If the Premises should become uninhabitable, Occupant's sole remedy is to repair or vacate the Premises. Notice must be immediately provided to City upon vacation.

6. Occupant agrees that City will not be responsible for security or protection of the occupied Premises.

7. Occupant shall notify the City thirty (30) days prior to vacating the Premises.

8. The provisions of the Settlement Agreement and Release between the parties resolving the Action are incorporated herein by reference.

[The remainder of this page intentionally left blank.]

Dated this 30 day of July 2026.

Deborah J. Kesselring
Deborah J. Kesselring

Dated this ____ day of __________, 2026.

THE CITY OF FARGO, NORTH DAKOTA

By________________________________
Joshua Boschee, Mayor

ATTEST:

____
Angie Bear
Deputy Auditor on behalf of the City Auditor

Berly D. Nelson
Peter W. Zuger**
Kasey D. McNary
Ian R. McLean
James R. Maring***
William B. Wischer
Alissa R. Farol Czapiewski*
Ana A. Neir*
Elijah P. Hartsell
Michael C. Studer

SERKLAND
LAW FIRM
SINCE 1888

Jack G. Marcil, Of Counsel
Ronald H. McLean, Of Counsel
Roger J. Minch, Of Counsel
**Timothy G. Richard, Of Counsel

Samantha J. Larson-Frobig, Office Manager

Chester J. Serkland (1909-1996)

Licensed in North Dakota & Minnesota
*Licensed Only in North Dakota
**Also Licensed in South Dakota
***Also Licensed in Arizona

(8)

August 13, 2026

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

RE: Settlement Agreement between City of Fargo and Phoenix Fabricators and Erectors, LLC
Fargo Project No. WA1910

Dear Commissioners:

In accordance with the executive session of August 3, 2026, enclosed for your consideration and approval is the Settlement Agreement and Release, which has been executed by Phoenix Fabricators and Erectors, LLC. This Settlement Agreement and Release resolves the dispute and will allow Fargo Project No. WA1910, involving construction of the Downtown Water Tower, to be closed out.

Recommended Motion: Move to accept and approve the Settlement Agreement and Release with Phoenix Fabricators and Erectors, LLC.

Sincerely,

SERKLAND LAW FIRM

Kasey D. McNary
kmcnary@serklandlaw.com

Enclosure

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") is made and entered into by and between the City of Fargo, a North Dakota municipality ("City"), and Phoenix Fabricators and Erectors, LLC, an Indiana limited liability company ("Phoenix"). The above-named parties shall be collectively referred to herein as "the Parties."

RECITALS

A. The City and Phoenix entered into a contract for Fargo Project No. WA1910, which consisted of construction of a new 2.5 million gallon composite elevated water storage tank, site building demolition, site utilities, mechanical, electrical, demolition of an existing 0.5 million gallon multi-leg elevated water storage tank and associated appurtenances (the "Project"). The constructed water storage tank is known as the "Downtown Water Tower".

B. The effective date of the contract between the City and Phoenix was March 9, 2021, and was approved by the Fargo City Commission on April 19, 2021 (the "Contract"). The Contract provided a substantial completion date of October 15, 2023, with a final completion date of June 14, 2024. The Contract included a provision for the City to recover $2,500 for each day that expired beyond the substantial and final completion dates stated in the Contract. The Contract also provided for progress payments to be made to Phoenix with a retainage amount of ten percent (10%).

C. Phoenix did not complete the Project by the substantial completion date or final completion date provided in the Contract. A dispute arose between the City and Phoenix regarding the amount of final payment, liquidated damages, cause of delays, and other related matters.

D. Phoenix contends it is owed the total amount of $845,226.30 as final payment to close out the Project under the Contract. The City contends it is owed liquidated damages in an amount exceeding the final payment. The City is currently holding the amount of $791,678.25 as retainage.

E. The Parties disagree as to the validity, extent, and amount of the claims and wish to avoid the uncertainty, expense, and delay of litigation or other dispute resolution proceedings.

E. The Parties mediated the dispute by private mediation held on May 12, 2026, in Fargo. The Parties were initially unable to reach a settlement during the mediation. Phoenix presented a post-mediation offer of settlement by letter dated July 10, 2026.

F. The Parties now desire to enter into this Agreement to provide for a comprehensive and complete settlement and discharge of all claims and defenses which any party made or could have made by reason of the events described above and upon the terms and conditions set forth below.

AGREEMENT

The Parties agree as follows:

1.0 Release and Discharge

1.1 In consideration of the financial terms set forth below, Phoenix hereby releases and forever discharges, the City, its insurers, agents, representatives and employees, from any and all past, present, and future claims, demands, obligations, actions, causes of action, rights, damages, costs, interest, attorney's fees, expenses and compensation of any nature whatsoever related to the Project and the Contract, which Phoenix might have brought against the City and which could, in any way, arise out of the events described in the Recitals above.

1.2 In consideration of the financial terms set forth below, the City hereby releases and forever discharges Phoenix, its shareholders, directors, officers, members, governors, agents, representatives, and employees, from any and all past, present, and future claims, demands, obligations action, causes of action, rights, damages, costs, interest, attorney's fees, expenses and compensation of any nature whatsoever related to the Project and the Contract, which the City might have brought against Phoenix and which could, in any way, arise out of the events described in the Recitals above.

Provided, however, that the Parties hereby mutually agree that this release shall not extend to the warranty work Phoenix is obligated to complete under the terms of the Project and/or Contract, and Phoenix hereby agrees that it will complete the warranty work in a timely and satisfactory manner.

1.3 The Parties acknowledge and agree that the release and discharge set forth above is a waiver of all claims and defenses the Parties might have asserted, and a general release regarding causes of action they might have brought regarding the events described in the above Recitals, including any obligation to pay damages, attorney's fees, and costs. It is understood and agreed by the Parties that this settlement is a compromise reached in order to resolve the disputes described in the Recitals above.

1.4 The Parties waive the provisions of N.D.C.C. § 9-13-02, or any similar or other applicable state or federal statute or regulation, which provides that a general release does not extend to claims a creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected the settlement with the debtor.

1.5 This Agreement is entered solely for the purpose of compromising disputed claims and avoiding the expense and uncertainty of litigation. Nothing contained in this Agreement shall be construed as an admission by either of the Parties of any liability, fault, wrongdoing, breach of contract, or violation of law. Each party expressly denies any such liability, fault, wrongdoing, breach, or violation.

2.0 Financial Terms

2.1 The City will release to Phoenix a total amount of Four Hundred Thousand Dollars and No/Cents ($400,000.00) from the funds currently being held by the City as retainage on the Project (the "Close Out Payment"). The Close Out Payment will be issued to Phoenix within ten (10) business days following final approval of this Agreement by the Fargo City Commission. A final change order showing the adjusted final payment to close out the Project shall be included with the Close Out Payment. No other payments shall be made by the City to Phoenix.

2.2 The City will retain the remaining amount of the retainage in the amount of Three Hundred Ninety-One Thousand Six Hundred Seventy-Eight Dollars and 25/Cents ($391,678.25).

2.3 Any statutory liens or encumbrances, including but not limited to mechanic's liens, materialman's liens, and construction liens, which Phoenix may have been permitted to file or record against the Project are hereby released and forever discharged.

2.4 To the extent Karen Klein Mediation, LLC has not yet been paid for providing mediation services to the Parties in regard to this matter, Phoenix shall pay for the mediation services within ten (10) business days after final execution of this Agreement.

3.0 Completion of Warranty Work

Phoenix hereby acknowledges and agrees that it will complete the warranty work on the Project as required by the terms and conditions of the Contract. Phoenix hereby acknowledges that it is in receipt of the warranty inspection report from the City and agrees to complete the warranty work before October 31, 2026.

4.0 Representation of Comprehension of Document

In entering into this Settlement Agreement and Release, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, concerning the legal consequences of this Agreement; that the terms of this Agreement have been completely read and explained by their attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted.

5.0 Warranty of Capacity to Execute Agreement

Phoenix represents and warrants that no other person or entity has any interest in the Contract, rights to payment, claims, or defenses referred to in this Agreement, and that Phoenix has the sole right and exclusive authority to execute this Agreement and receive the sum specified herein.

6.0 Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of North Dakota.

7.0 Additional Documents

The Parties agree to cooperate fully and approve and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

8.0 Entire Agreement and Successors in Interest

This Settlement Agreement and Release contains the entire agreement between the Phoenix, its directors, officers, shareholders, members, governors, agents, representatives, and employees, and the City of Fargo, its insurers, employees, agents and representatives with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the beneficiaries, executors, administrators, personal representatives, heirs, successors and assigns of each. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

9.0 Effectiveness

I. This Settlement Agreement and Release shall become effective immediately following execution by each of the Parties. Notwithstanding the foregoing releases, nothing in this Agreement shall release or discharge the Parties from their respective obligations hereunder or preclude either party from bringing an action to enforce the terms of this Agreement.

THIS IS A RELEASE. READ BEFORE SIGNING.

Dated: 08/13/2026

Dallas Green

Phoenix Fabricators and Erectors, LLC

By: Dallas Green

Its: CEO

Dated: ______________________

____

City of Fargo
By: Joshua Boschee
Its: Mayor

ATTEST:

____

Angie Bear
Deputy Auditor on behalf of City Auditor

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MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **AUDITOR'S OFFICE**

DATE: **AUGUST 17, 2026**

SUBJECT: **GAMES OF CHANCE APPLICATIONS**

To review any of the listed Games of Chance Applications, please contact the Auditor's Office.

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

Benefit for Colin Bales for a raffle on 10/22/26.

Fargo-Moorhead ND #246 of the National Women in Construction for a raffle on 9/14/26.

Fargo North High School Prom Committee for a raffle on 4/10/27.

Fargo North High School Athletics Girls and Boys Basketball for a raffle November 2026-March 2027.

Fargo North High School Athletics Baseball and Softball for a raffle March-June 2027.

Fargo North High School Athletics Football/Volleyball for a raffle August 18th, 2026-November 2026.

Fargo North High School Athletics Boys and Girls Swim for a raffle on August 18th, 2026-March 2027.

Fargo North High School Athletics Boys and Girls Hockey for a raffle on November 2026-February 2027.

First Responders Appreciation Night for a raffle on 10/8/26.

Hope Blooms (RDO Caters Taters) for a raffle on 10/20/26.

North Dakota Democratic-NPL Party for a raffle on 10/10/26.

North Dakota Long Term Care Association for a raffle on 9/24/26.

Northern Lights Council for a raffle on 11/20/26.

St. John Paul II Catholic Schools for a raffle on 4/24/27.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE 10

Improvement District No. BN-25-C1 Type: Change Order #5 & Time Extension

Location: Dakota Commerce Center North Addn Date of Hearing: 8/10/2026

Routing	Date
City Commission	8/17/2026
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Senior Project Manager, Jason Satterlund, related to Change Order #5 in the amount of $3,630.32, for additional work, as well as a time extension to the Final Completion Date, extending it to November 14, 2026.

Staff is recommending approval of Change Order #5 in the amount of $3,630.32, which increases the total contract amount to $8,672,084.27, and the time extension described above.

On a motion by Josh Boschee, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #5 and the associated time extension to Dakota Underground.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #5 in the amount of $3,630.32, bringing the total contract amount to $8,672,084.27, and a time extension to the Final Completion Date extending it to November 14, 2026, to Dakota Underground.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Joshua Boschee, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	Ryan Erickson
Brenda Derrig, Assistant City Administrator	☑	☑	☐	Michael Redlinger
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	Jeremy Gorden
Susan Thompson, Finance Director	☐	☐	☐	

ATTEST:

Jeremy Gorden, PE PTOE
Division Engineer

C: Kristi Olson

THE CITY OF
Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jason Satterlund, Sr. Project Manager

Date: August 5, 2026

Re: Improvement District No. BN-25-C1 - Change Order #5 & Time Extension

---

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.

A portion of the project is to replace a check valve leading to the lagoons that was installed in 1972. The existing check valve that is proposed to be replaced with a rubber flapper valve is on a force main that is designed to fill the lagoons from the bottom. Because the line enters below the lagoon cell floors, replacing the valve requires the lagoon water levels to be lowered significantly. Current pH levels are typical for this time of year, but exceed NDDOH permit discharge limits. Suspended solids also remain elevated due to an algae bloom. These conditions are preventing additional lagoon discharge without risking permit noncompliance. Until water quality conditions improve and discharges can resume, the lagoon levels cannot be reduced to the point required for the work.

Proceeding with the valve replacement under the current conditions would present an unacceptable level of operational and environmental risk. Delaying the install until lagoon levels can be safely lowered is the most prudent course of action and will help ensure the work can be completed without compromising regulatory compliance.

Engineering is proposing to move the installation of the 30" Flap Valve and associated work from the Substantial Completion Date of August 8, 2026 to a revised Final Completion Date of November 14, 2026. We believe this will give enough time to discharge from the lagoons in compliance with permits to allow for installation of the valve.

During the design and bidding phases of the project, a bid item for an asphalt connection between a new driveway and existing parking lot was not included as a separate bid item. Dakota has received a quote from Hubert Oye & Sons Asphalt Paving to complete the grading and asphalt installation in the amount of $3,630.32 including Prime Contractor markup.

We have reviewed the submittal and agree that the cost of $3,630.32 is appropriate for performing the work.

The additional cost will be Special Assessed to benefitting properties.

No additional days are required to complete the asphalt work.

<u>Recommended Motion:</u>

Approve Change Order #5 in the amount of $3,630.32, for the additional work, and to move the installation of the rubber flapper valve to the proposed revised Final Completion Date as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – August 8, 2026 Final – September 8, 2026		Unchanged Final – November 14, 2026

JTS/klb
Attachments

THE CITY OF Fargo FAR MORE

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

Change Order No 5 **Change Order Date** 8/5/2026
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 # 5
Asphalt driveway connection, Final Completion Date Change, move installation of flapper check valve and associated items from substantial completion to final completion to allow for further lagoon releases.

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 5	22	F&I Pavement 7" Thick Asph	SY	0		0	46	46	$78.92	$3,630.32
									Change Order 5 Sub Total	**$3,630.32**

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 5 ($)	$3,630.32
Previous Change Orders ($)	$82,535.14
Original Contract Amount ($)	$8,585,918.81
Total Contract Amount ($)	$8,672,084.27

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

CONTRACT DATES

Current Substantial Completion Date	**Current Final Completion Date**
8/8/2026	9/8/2026
Additional Days Substantial Completion	**Additional Days Final Completion**
0	67
New Substantial Completion Date	**New Final Completion Date**
8/8/2026	11/14/2026

Interim Completion Dates

APPROVED	Jared Heller	APPROVED DATE	
For Contractor	Dakota Underground Company	Department Head	T-Klee
Title	Project Manager	Mayor	
		Attest	

HUBERT OYE & SONS
ASPHALT PAVING
www.hubertoye.com
• *Asphalt Paving & Repair* • *Emulsified Seal Coating* • *Parking Lots*
• *Driveways & Roads* • *Lot Striping* • *Choice Black Dirt* • *Crushed Concrete Base*

Date: 7/28/2026
Proposal Submitted
DAKOTA UNDERGROUND
4001 15th Avenue North
Fargo, ND. 58102

Project Location:
4370 52nd Ave North
Fargo, ND. 58102

Phone:701.306.7523 Contact: Jared
<u>Driveway Approach</u>

Prepare area 9'x46'x7"
Install 7" of asphalt pavement.
Price $3,300.00

GC Markup (10%) = $330.00

Total = $3630.00

Thank you,
Denis Oye
Hubert Oye & Sons Inc.

Proposal Includes:
All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

$____________________
BID VALID UNTIL: 2026
Payment to be made as follows:

On receipt of Invoice

Acceptance of Proposal:
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

Sign and return to Hubert Oye & Sons Inc by Email.
Date of Acceptance: ____________________

Signature: ________________________

If any utilities need to be moved or lowered as a result of this project, it will be the responsibility of the property owner.

THE CITY OF
Fargo
FAR MORE

225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

11

August 11, 2026

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

Re: Sanitary Sewer Easement - Improvement District #BR-23-A

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent sanitary sewer easement in association with Improvement District #BR-23-A. 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 purchase of a permanent sanitary sewer easement from **Rodgers Real Estate LLC** in association with Improvement District #BR-23-A 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

Shawn G. Bullinger
Land Acquisition Specialist

C: Jason Leonard

THE CITY OF
Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102

Phone 701.241.1545
Fax 701.241.8101
feng@FargoND.gov

MEMORANDUM OF OFFER TO LANDOWNER

Project BR-23-A	County Cass	Parcel(s) 01-3508-00400-000
Landowner Rodgers Real Estate LLC		
Mailing Address 219 1 Ave W West Fargo, ND 58078		

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

See attached Exhibit A.

I, as right of way agent for the City of Fargo Engineering Department, am hereby authorized to offer the following amount of $ 9,731.00 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	$ 9,731.00	
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer		$ 9,731.00

*Description of Damages to Remainder are as follows:

Heidi L Rodgers
Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

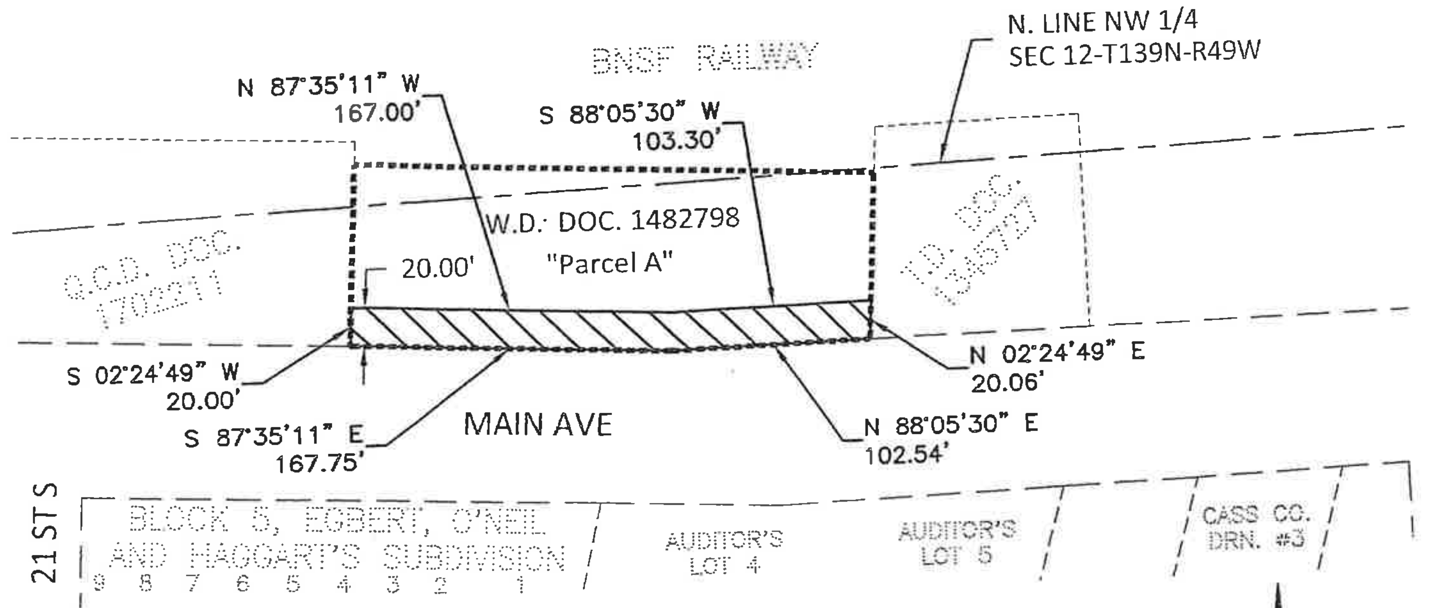
Fargo City Commision has considered the offer and approves the same:

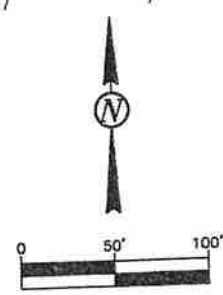
Joshua Boschee
MAYOR

SIGNATURE

DATE

EXHIBIT A





BEARINGS BASED ON:
City of Fargo Ground Coordinate System, December 1992

Description:

A 20.00 foot wide strip of land in an unplatted part of the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota being the southerly 20.00 feet of a parcel of land described by warranty deed document 1482798 on file and of record at the Recorder's Office for said County, shown as "Parcel A" herein and described as follows:

Part of the Southwest Quarter of Section One and the Northwest Quarter of Section Twelve, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Southwest corner of said Section One, also being the Northwest corner of said Section Twelve; thence North 87°20'35" East (assumed bearing), along the Southerly line of said Section One, for a distance of 872.40 feet; thence North 02°24'49" East for a distance of 0.36 feet to a point lying 194.00 feet Southerly of the centerline of the Burlington Northern Santa Fe Main West Bound Railroad Track; thence South 87°35'11" East, parallel with and 194.00 feet Southerly of said West bound railroad track, for a distance of 820.00 feet to the true point of beginning; thence continue South 87°35'11" East, parallel with and 194.00 feet Southerly of the centerline of said West bound railroad track, for a distance of 167.75 feet; thence North 88°05'30" East for a distance of 102.54 feet; thence North 02°24'49" East for a distance of 86.27 feet; thence North 87°35'11" West for a distance of 270.00 feet; thence South 02°24'49" West for a distance of 94.00 feet to the true point of beginning.

Said strip contains 5,406 square feet, more or less.

LEGEND

- NEW EASEMENT AREA
- "Parcel A" BOUNDARY
- PARCEL BOUNDARY

REGISTERED PROFESSIONAL LAND SURVEYOR
BRENT W. WACHA
LS-5068
DATE: 6/15/2026
NORTH DAKOTA

THE CITY OF Fargo FAR MORE
ENGINEERING DEPT.

PERMANENT EASEMENT

NORTHWEST QUARTER OF SECTION 12, T. 139 N., R. 49 W., FIFTH P.M., CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW	APPROVED BY: BWW	DATE: JUNE 15, 2026	SHEET 1 OF 1

FILE NAME: T:\Engineering\Survey\Descriptions\1394912\Main Ave SS\Main Ave SS Easements.dwg

PERMANENT EASEMENT
(Sanitary Sewer)

KNOW ALL MEN BY THESE PRESENTS that **RODGERS REAL ESTATE, LLC**, a North Dakota limited liability company, 219 1st Avenue West, West Fargo, ND 58078, 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 them 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", a 99 year easement over, upon and in the land hereinafter described for the purpose of operating, maintaining, restoring, and repairing a sanitary sewer, together with the customary appurtenances, said tract being more particularly described as follows (and depicted on Exhibit A attached hereto):

> A 20.00 foot wide strip of land in an unplatted part of the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota being the southerly 20.00 feet of a parcel of land described by warranty deed document 1482798 on file and of record at the Recorder's Office for said County, shown as "Parcel A" herein and described as follows:
>
> Part of the Southwest Quarter of Section One and the Northwest Quarter of Section Twelve, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Southwest corner of said Section One, also being the Northwest corner of said Section Twelve; thence North 87°20'35" East (assumed bearing), along the Southerly line of said Section One, for a distance of 872.40 feet; thence North 02°24'49" East for a distance of 0.36 feet to a point

lying 194.00 feet Southerly of the centerline of the Burlington Northern Santa Fe Main West Bound Railroad Track; thence South 87°35'11" East, parallel with and 194.00 feet Southerly of said West bound railroad track, for a distance of 820.00 feet to the true point of beginning; thence continue South 87°35'11" East, parallel with and 194.00 feet Southerly of the centerline of said West bound railroad track, for a distance of 167.75 feet; thence North 88°05'30" East for a distance of 102.54 feet; thence North 02°24'49" East for a distance of 86.27 feet; thence North 87°35'11" West for a distance of 270.00 feet; thence South 02°24'49" West for a distance of 94.00 feet to the true point of beginning.

Said strip contains 5,406 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 tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said sanitary sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind, except for the existing parking lot and sign structure, shall be placed or located upon the tract so as to interfere in any manner with the operation, maintenance, restoration, or repair of said sanitary sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of maintaining, restoring, or repairing of said sanitary sewer and customary appurtenances was begun.

It is agreed by and between the parties that Grantee will be responsible for the repair or replacement of any portion of the parking lot which may be damaged or destroyed as a result of Grantee constructing, repairing, and maintaining the sanitary sewer and customary appurtenances.

It is further agreed by and between the parties that if Grantee must remove the sign to perform maintenance, restoration, or repairs to the underlying sanitary sewer, then Grantee will be responsible for restoring or replacing the existing sign, provided however, that the sign will be restored to a different location so it is no longer situated above the sanitary sewer, such location to be reasonably agreed upon by the parties. Prior to the sign being restored to a different location, Grantor shall approve of the new sign location and support structure and all costs and expenses incurred for moving the sign and constructing the support structure shall be paid by Grantee.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 12 day of AUGUST, 2026.

GRANTOR:

RODGERS REAL ESTATE, LLC

Heidi Rodgers

By: Heidi Rodgers
Its: Owner

STATE OF NORTH DAKOTA)
)
COUNTY OFCASS)

On this 12 day of AUGUST, 2026, before me, a notary public in and for said county and state, personally appeared HEIDI RODGERS, to me known to be the OWNER of Rodgers Real Estate, LLC, a North Dakota limited liability company, and who executed the within and foregoing instrument, and acknowledged the same on behalf of said limited liability company.

(SEAL)

SHAWN G BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2029

Shawn G. Bullinger
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this _____ day of _______________, 2026.

GRANTEE

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

____
Joshua Boschee, 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 Joshua Boschee 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 they executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

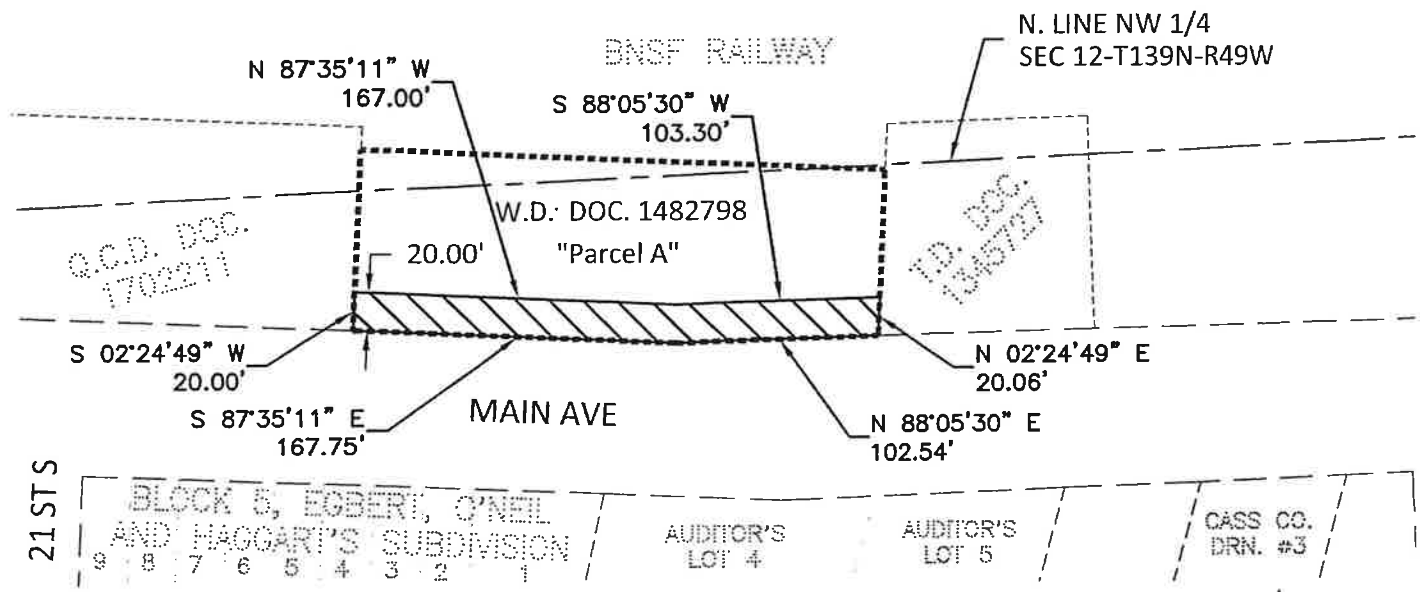
(SEAL)

____
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 N.
Fargo, ND 58102
(701) 232-8957

EXHIBIT A

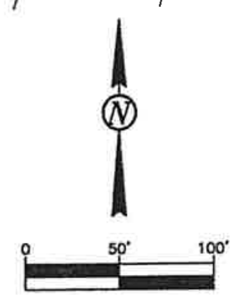


Description:

A 20.00 foot wide strip of land in an unplatted part of the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota being the southerly 20.00 feet of a parcel of land described by warranty deed document 1482798 on file and of record at the Recorder's Office for said County, shown as "Parcel A" herein and described as follows:

Part of the Southwest Quarter of Section One and the Northwest Quarter of Section Twelve, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Southwest corner of said Section One, also being the Northwest corner of said Section Twelve; thence North 87°20'35" East (assumed bearing), along the Southerly line of said Section One, for a distance of 872.40 feet; thence North 02°24'49" East for a distance of 0.36 feet to a point lying 194.00 feet Southerly of the centerline of the Burlington Northern Santa Fe Main West Bound Railroad Track; thence South 87°35'11" East, parallel with and 194.00 feet Southerly of said West bound railroad track, for a distance of 820.00 feet to the true point of beginning; thence continue South 87°35'11" East, parallel with and 194.00 feet Southerly of the centerline of said West bound railroad track, for a distance of 167.75 feet; thence North 88°05'30" East for a distance of 102.54 feet; thence North 02°24'49" East for a distance of 86.27 feet; thence North 87°35'11" West for a distance of 270.00 feet; thence South 02°24'49" West for a distance of 94.00 feet to the true point of beginning.

Said strip contains 5,406 square feet, more or less.



BEARINGS BASED ON:
City of Fargo Ground Coordinate System, December 1992

LEGEND

(hatched)	NEW EASEMENT AREA
(heavy dotted line)	"Parcel A" BOUNDARY
(dashed line)	PARCEL BOUNDARY

REGISTERED PROFESSIONAL LAND SURVEYOR
BRENT W. WACHA
LS-5068
DATE: 6/15/2026
NORTH DAKOTA

THE CITY OF Fargo FAR MORE
ENGINEERING DEPT.

PERMANENT EASEMENT

NORTHWEST QUARTER OF SECTION 12, T. 139 N., R. 49 W., FIFTH P.M.,
CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW	APPROVED BY: BWW	DATE: JUNE 15, 2026	SHEET 1 OF 1

FILE NAME: T:\Engineering\Survey\Descriptions\1394912\Main Ave SS\Main Ave SS Easements.dwg

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

12

Improvement District No.: BR-26-F1 Type: Window Well Abandonment

Location: 35 4th Street North Date of Hearing: 7/27/2026

Routing	Date
City Commission	8/17/2026
PWPEC File	X
Project File	Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, regarding window well abandonment at 35 4th Street North.

While performing a site inspection earlier this summer, a void between the building and the sidewalk at 35 4th Street North revealed a 5' deep void. A site visit in the basement revealed 4 window wells that have been boarded up on the north side of the building along NP Avenue. After discussion with the Property Owner, we asked them to hire a contractor to fill the 3 eastern most window wells with compacted gravel so no voids below the new sidewalk would exist when poured back in place and agreed to pay for the City's portion based off of current policy (80% up to $10,000). The owner was unable to get a quote for this work and asked that we have PARAS Contracting add this work to the project.

The City Attorney's Office has created a Hold Harmless and Indemnification Agreement. Staff is seeking approval of the agreement and for the work at 35 4th Street North to be added as a project cost with the City's financial obligation up to a maximum value of $10,000 per site.

On a motion by Brenda Derrig, seconded by Susan Thompson, the committee voted to recommend approval of the Hold Harmless and Indemnification Agreement with TTC Building, LLC, with an added agreement addressing payment.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Hold Harmless and Indemnification Agreement and the Financial Reimbursement and Special Assessment Agreement with TTC Building, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Prairie Dog Funds & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☐
Joshua Boschee, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Gary Lorenz, Fire Chief	☑	☑	☐	
Brenda Derrig, Assistant City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF
Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Rick Larson, Project Manager

Date: July 22, 2026

Re: Improvement District No. BR-26-F1 - Window Well Abandonment at 35 4th Street North TTC Building, LLC of Fargo, North Dakota

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Background:

Improvement District No. BR-26-F1 is for the reconstruction of NP Avenue North from 2nd Street North to just east of 4th Street North. This project is for the replacement of the water main and services, sanitary sewer main and services, storm sewer main and inlet leads, concrete curb & gutter, sidewalk, driveways and street scape.

PARAS Contracting of Fargo is the Prime Contractor.

While performing a site inspection earlier this summer, a void between the building and the sidewalk at 35 4th Street North reveled a 5' deep void here. A site visit in the basement of this property revealed a total of 4 window wells that have been boarded up on the north side of this building along NP Avenue. After discussion with the Property Owner, we asked them to hire a contractor to perform this work and agreed to pay for the City's portion based off of current policy (80% up to $10,000). Patrick Buell with TTC Building, LLC reached out to me asking if we could have PARAS perform this work since he could not get a contractor to quote this work. Patrick stated that he would sign a hold harmless agreement if the City agreed to add this work to the project.

After working with the City's Attorney's Office, a Hold Harmless and Indemnification Agreement was developed, sent, and signed by Patrick Buell at TTC Building, LLC.

If approved, we would have the City's Contractor, PARAS Contracting, fill the 3 eastern most window wells with compacted gravel so no voids below the new sidewalk exist when the new sidewalk are poured back in place. The western most window well would not be addressed this year since it is outside of our project limits, but could be addressed and filled with a future City project as soon as next year.

Recommended Motion:

Recommend acceptance of the Hold Harmless and Indemnification Agreement and approval for the filling of 3 window wells as a project cost at 35 4th Street North – TTC Building, LLC of Fargo North Dakota with the City's financial obligation up to a maximum value of $10,000 per site.

RJL/klb

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between the City of Fargo, a North Dakota municipal corporation ("City"), 225 4th Street North, Fargo, ND 58102, and TTC Building, LLC, a North Dakota limited liability company ("TTC"), 35 4th Street North, Fargo, ND 58102. City and TTC are each referred to herein individually as a "Party" and collectively herein as the "Parties."

Recitals

WHEREAS, TTC is the owner of certain real property located at 35 4th Street North, Fargo, ND 58102 (the "Property").

WHEREAS, the Property contains four below-grade window wells along the north side of the building abutting N.P. Avenue, which are currently filled and either partially or wholly located within the public right-of-way.

WHEREAS, the four below-grade window wells constitute encroachments into the public right-of-way.

WHEREAS, the City is currently engaged in a project along N.P. Avenue adjacent to the Property whereby the City is replacing public utilities and road reconstruction.

WHEREAS, the City requested TTC remove the encroaching four below-grade window wells.

WHEREAS, TTC wishes to fill in the four below-grade window wells to remove the encroachments but has been unable to identify a contractor to undertake the work.

WHEREAS, the Parties acknowledge that the work may result in unforeseen consequences to the Property, including but not limited to compaction failure, settlement, subsidence, structural damage, water intrusion, drainage issues, or other property damage.

WHEREAS, Owner acknowledges that the City or its contractor is willing to fill in the window wells as an accommodation to Owner, and not as a service for which the City assumes liability.

WHEREAS, the City or its contractor, at this time, is willing to fill in three of the four below-grade window wells during the City's ongoing project in exchange for TTC holding the City harmless and indemnifying the City from any and all losses which may be occasioned as a result of the work.

NOW, THEREFORE, in consideration of the terms, conditions, rights, and obligations as contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the City or its designated contractor agrees to fill in three of the four existing below-grade window wells located on the north side of the Property abutting N.P. Avenue during the existing project, to be completed in 2026. The three easternmost window wells will be filled in during the existing project in 2026. The City and its designated contractor shall determine, in its sole discretion, the methods, materials, equipment, and schedule for the fill-in work. The City may also agree in the future to fill in the fourth below-grade window well located on the north side of the Property during a future public utility and road reconstruction project anticipated to benefit 4th Street North.

2. The City makes no representation, warranty, or guarantee regarding the quality, suitability, durability, or effectiveness of the fill-in work. The City does not warrant that the fill-in work will be free from defects, that compaction will be adequate or permanent, that settlement or subsidence will not occur, or that the Property will not suffer any adverse consequences as a result of the work.

3. The City's performance of the work does not create any duty, obligation, or liability on the part of the City with respect to the condition, stability, safety, or structural integrity of the Property. The City has no obligation to inspect, monitor, repair, or maintain the Property or any improvements thereon. TTC hereby releases and holds harmless the City from any and all duties, obligations, liabilities, claims, causes of action, damages, losses, expenses, whether arising in contract or negligence, resulting from the City's performance of the work hereunder.

4. TTC acknowledges and agrees that it bears the sole responsibility for assessing the risks to the Property associated with the fill-in work, for taking any protective or remedial measures TTC deems necessary or appropriate, and for the condition of the Property before, during, and after the fill-in work. TTC acknowledges and agrees that it is entering into this Agreement voluntarily and with full knowledge of the risks associated with the fill-in work, such risks to include, but not be limited to, compaction or backfill failure, settlement, subsidence, voids, collapse, structural damage, cracking, shifting, water accumulation and damage, moisture intrusion, foundation damage, mold, diminished value, insurability, marketability, and usability of the Property.

5. TTC acknowledges that it has had the opportunity to conduct, or to retain qualified professionals to conduct, independent investigations, inspections, tests, and analyses regarding the condition of the Property, the nature and location of the window wells, and the potential consequences of the fill-in work. TTC further acknowledges that the City has not made, and TTC has not relied upon, any representations, warranties, or assurances from the City regarding any such matters.

6. TTC, on behalf of it and its successors, assigns, agents, representatives, insurers, and all persons claiming by, through, or under TTC, hereby forever releases, waives, discharges, and covenants not to sue the City or its designed contractor from and against any and all claims arising out of, resulting from, or in any way related to the fill-in work.

7. TTC shall indemnify, defend, and hold harmless the City and its designated contractor from and against any and all claims asserted by any third party (including without limitation tenants, invitees, contractors, lenders, insurers, or other persons claiming an interest in or right to use the Property) arising out of, resulting from, or in any way related to the fill in work,

resultant property damage, condition of the Property before, during, or after the fill-in work is completed, any act or omission of TTC or its agents, employees, tenants, or invitees, and any other matter arising out of or relating to the subject matter of this Agreement. TTC's indemnification obligations include, without limitation, all damages, judgments, awards, settlements, costs, expenses, reasonable attorneys' fees (including fees for appellate and post-judgment proceedings), expert fees, court costs, investigation costs, and any other liabilities or losses of any kind incurred by the City.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without regard to its conflicts of law principles.

9. Any action or proceeding arising out of or related to this Agreement shall be brought exclusively in the Cass County District Court located in Cass County, North Dakota, and the Parties hereby consent to the personal jurisdiction and venue of such courts.

10. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

11. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations, and negotiations, whether written or oral. This Agreement may be amended only by a written instrument signed by both Parties.

12. No waiver of any term or provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by a Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

The remainder of this page intentionally left blank.

TTC Building, LLC

Dated: 7/20/26

By: Patrick Buell
Its: President

STATE NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 20 day of July, 2026, before me, a notary public in and for said county and state, personally appeared Patrick Buell, an authorized signatory of TTC Building, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

KATLYN BRENNA
Notary Public
State of North Dakota
My Commission Expires June 20, 2027

Notary Public
Cass County, ND
My Commission expires:

City of Fargo, a municipal corporation

Dated: ______________________

____
Joshua Boschee, Mayor

ATTEST

____
Angie Bear, Deputy Auditor
on behalf of 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 JOSHUA BOSCHEE and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

FINANCIAL REIMBURSEMENT AND SPECIAL ASSESMENT AGREEMENT

This Financial Reimbursement and Special Assessment Agreement ("Agreement") is entered into by and between the City of Fargo, a North Dakota municipal corporation ("City"), 225 4th Street North, Fargo, ND 58102, and TTC Building, LLC, a North Dakota limited liability company ("TTC"), 35 4th Street North, Fargo, ND 58102. City and TTC are each referred to herein individually as a "Party" and collectively herein as the "Parties."

Recitals

WHEREAS, TTC is the owner of certain real property located at 35 4th Street North, Fargo, ND 58102 (the "Property").

WHEREAS, the Property contains four below-grade window wells along the north side of the building abutting N.P. Avenue, which are currently filled and either partially or wholly located within the public right-of-way.

WHEREAS, the City is currently engaged in a project along N.P. Avenue adjacent to the Property whereby the City is replacing public utilities and road reconstruction.

WHEREAS, the City requested TTC remove the encroaching four below-grade window wells but TTC was unable to identify a contractor to undertake the work.

WHEREAS, the City's contractor is willing to fill in the window wells as an accommodation to Owner, but will increase the cost of the City's project.

WHEREAS, the City is willing to update the project scope to include filling in three of the four below-grade window wells (the "Project") during the City's ongoing project in exchange for TTC being financially responsible for the actual cost for filling in the three window wells and TTC agreeing to allow the costs to be assessed to the Property.

WHEREAS, TTC, as owner, acknowledges and agrees that the construction to fill in three of the four below-grade window wells benefits its Property and TTC desires to participate in the cost allocation of the Project as it will benefit the Property; and

WHEREAS, TTC acknowledges that the based upon the current cost participation policy to remove this encroachment between the City and TTC will be an 80/20 split to a maximum of $10,000 for City's share.

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

1. TTC requested and the City agrees that the Project costs for filling in the three window wells will be assessed to the Property. TTC hereby expressly acknowledges and agrees that the Project provides benefit to the Property and agree to have the Project costs specially assessed against its respective portion of the Property, according to its pro-rata share, in accordance with the City's Infrastructure Funding Policy in effect at the time the Project begins. TTC hereby expressly waives its right to protest the Project costs and specifically consents to the Project and related improvements and to the assessment of the total final Project costs to the Property. TTC hereby further acknowledges and expressly agrees that the special assessments to the Property as a result of the Project will be a twenty-five (25) year assessment.

The remainder of this page intentionally left blank.

TTC Building, LLC

Dated: 8/4/26

By: Patrick Buell
Its: President

STATE NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 4 day of August, 2026, before me, a notary public in and for said county and state, personally appeared Patrick Buell, an authorized signatory of TTC Building, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

KAIA DAVIDSON
Notary Public
State of North Dakota
My Commission Expires July 14, 2030

Kaia Davidson
Notary Public
Cass County, ND
My Commission expires:

City of Fargo, a municipal corporation

Dated: ______________________

____
Joshua Boschee, Mayor

ATTEST

____
Angie Bear, Deputy Auditor
on behalf of 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 JOSHUA BOSCHEE and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

August 6, 2026

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

Re: Recommend Award to Low Bidder
New Pedestrian Bridge
City of Fargo Project No. QN-23-B1

Dear Commissioners:

Bids were opened by the City of Moorhead on Wednesday, August 5, 2026, for a new pedestrian bridge over the Red River at 40th Avenue South in Fargo.

The bids were as follows:

Robert R. Schroeder Construction Co., Inc.	$ 6,488,013.15
Redstone Construction, LLC	$ 7,112,781.75
Industrial Builders, Inc.	$ 7,579,669.30
Swingen Construction	$ 7,823,388.00
S.M. Hentges & Sons, Inc.	$ 7,868,272.90
Lunda Construction Co.	$ 7,876,370.74
Kraemer North America, LLC	$ 8,133,856.02
Engineer's Estimate	$ 6,565,833.25

There are no Special Assessments associated with this project. Fargo's share of this project is $660,700.64.

Recommended Motion
Concur with low bid and recommend the City of Moorhead award the low bid to Robert R. Schroeder Construction Co., Inc. in the amount of $ 6,488,013.15 as the best bid.

Sincerely,

T-Kee

Thomas Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

ENGINEER'S STATEMENT OF ESTIMATED COST

NEW PEDESTRIAN BRIDGE

PROJECT NO. QN-23-B1

NEW PEDESTRIAN BRIDGE OVER THE RED RIVER AT 40TH AVENUE SOUTH IN FARGO

Summary of low bid by Robert R. Schroeder Construction Co., Inc. of Glenwood, MN:

Construction Cost		$	6,488,013.15
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 Federally Funded		**$**	**5,532,000.00**
Amount Locally Funded - City of Moorhead		$	636,285.30
Total City of Moorhead Project Cost:		**$**	**636,285.30**
Amount Locally Funded - City of Fargo		$	319,727.85
Plus 10% Contingency:		$	31,972.79
Total City of Fargo Project Cost:		**$**	**351,700.64**
Total Estimated Construction Cost:		**$**	**6,519,985.94**
Miscellaneous Costs			
Outside Design Engineering split 50/50 City of Fargo and City of Moorhead:		$	618,000.00
Total Estimated Local Project Cost:		**$**	**618,000.00**
Total Estimated Project Cost w/ Fees:		**$**	**7,137,985.94**
Project Funding Summary			
Federal Funds	77.50%	$	5,532,000.00
City of Moorhead Funds	13.24%	$	945,285.30
City of Fargo Funds - Prairie Dog	9.26%	$	660,700.64

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 8/12/26
NORTH DAKOTA

Thomas Knakmuhs, P.E.
City Engineer

THE CITY OF
Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

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August 4, 2026

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

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

Dear Commissioners:

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

RECOMMENDED MOTION:
Approve permanent easement from **Spencer Runck.**

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Tom Knakmuhs
Jeremy Engquist

PERMANENT EASEMENT
(Alley)

KNOW ALL MEN BY THESE PRESENTS that **SPENCER RUNCK** hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO **THE CITY OF FARGO, NORTH DAKOTA,** a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

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

The Westerly 10.00 feet of the East Half of Lot 4, except the South 2.5 feet thereof, Block 14 of HECTOR'S ADDITION to the City of Fargo, Cass County, North Dakota.

Said tract contains 457.50 square feet, more or less.

Bearings based on the City of Fargo ground control system.

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

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

(Signatures on following pages)

GRANTOR:

Dated: 8-4-26

Spencer Runck

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

On this 4 day of August, 2026, before me, a notary public in and for said county and state, personally appeared **Spencer Runck**, described in and that he executed the within and foregoing instrument, and acknowledged that he executed the same.

SHAWN G BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2029

(SEAL)

Notary Public
My commission expires:

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this _____ day of _______________, 2026.

GRANTEE

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

____
Joshua Boschee, 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 Joshua Boschee 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 they 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:
City of Fargo Engineering Department
City of Fargo
225 4th Street North
Fargo, ND 58102
(701) 241-1545

This document prepared by:
Kasey D. McNary (ND #06590)
Assistant City Attorney
Serkland Law Firm
10 Roberts Street N.
Fargo, ND 58102
(701) 232-8957

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

17

Project No. TM-25-A1

Type: Negative Final Balancing Change Order #3

Location: Citywide

Date of Hearing: 8/10/2026

Routing	Date
City Commission	8/17/2026
PWPEC File	X
Project File	Leroy Grant

The Committee reviewed a communication from Project Manager, Leroy Grant, regarding Negative Final Balancing Change Order #3 in the amount of -$47,898.48, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #3 in the amount of -$47,898.48, which decreases the total contract to $680,958.33 to 3D Specialties, Inc.

On a motion by Josh Boschee, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to 3D Specialties, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of -$47,898.48, bringing the total contract amount to $633,059.85, to 3D Specialties, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light Utility

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Joshua Boschee, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	Ryan Erickson
Brenda Derrig, Assistant City Administrator	☑	☑	☐	Michael Redlinger
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	Jeremy Gorden
Susan Thompson, Finance Director	☐	☐	☐	

ATTEST:

Jeremy Gorden, PE PTOE
Division Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
PAVEMENT MARKINGS
PROJECT NO. TM-25-A1
VARIOUS LOCATIONS CITYWIDE

Final Balancing
Change Order

Change Order No 3 **Change Order Date** 8/4/2026
Contractor 3D Specialties Inc

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

EXPLANATION OF CHANGE Change Order # 3

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Site 1	1	F&I Grooved Plastic Film 6" Wide	LF	317		317	402	719	$10.39	$4,176.78
	2	F&I Grooved Plastic Film 16" Wide	LF	108	0	100	47	147	$27.73	$1,303.31
	3	F&I Grooved Contrast Film 7" Wide	LF	-3202	0	483	-333	150	$12.13	-$4,039.29
	4	F&I Contrast Tape Messages	SF	48		48	-48	0	$20.80	-$998.40
								Site 1 Sub Total		**$442.40**
Change Order 1	5	F&I Grooved Plastic Film Message	SF	-96	0	480	-96	384	$20.80	-$1,996.80
	6	F&I Grooved Plastic Film 4" Wide	LF	-128	0	11566	-128	11438	$6.93	-$887.04
	7	F&I Grooved Plastic Film 8" Wide	LF	-122	0	1110	-122	988	$13.86	-$1,690.92
	8	F&I Grooved Plastic Film 16" Wide	LF	-14	0	39	-14	25	$27.73	-$388.22

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
	9	F&I Grooved Contrast Film 7" Wide	LF	-2072	0	3352	-2072	1280	$12.13	-$25,133.36
									Change Order 1 Sub Total	**-$30,096.34**
Site 2	10	F&I Grooved Plastic Film 4" Wide	LF	-4584	0	1614	5368	6982	$6.93	$37,200.24
	11	F&I Grooved Plastic Film 8" Wide	LF	-471	0	153	486	639	$13.86	$6,735.96
	12	F&I Grooved Contrast Film 7" Wide	LF	-3092	0	90	170	260	$12.13	$2,062.10
	13	F&I Contrast Tape Messages	SF	120		120	232	352	$20.80	$4,825.60
									Site 2 Sub Total	**$50,823.90**
Site 3	14	F&I Grooved Plastic Film 4" Wide	LF	-7837	0	3611	118	3729	$6.93	$817.74
	15	F&I Grooved Plastic Film 8" Wide	LF	-615	0	266	229	495	$13.86	$3,173.94
									Site 3 Sub Total	**$3,991.68**
Site 4	17	F&I Grooved Plastic Film 4" Wide	LF	-1192	0	8741	1633	10374	$6.93	$11,316.69
	18	F&I Grooved Plastic Film 8" Wide	LF	-710	0	276	124	400	$13.86	$1,718.64
	19	F&I Contrast Tape Messages	SF	144		144	208	352	$20.80	$4,326.40
									Site 4 Sub Total	**$17,361.73**
Site 5	20	F&I Grooved Plastic Film 4" Wide	LF	-9472	0	950	1144	2094	$6.93	$7,927.92
	21	F&I Grooved Plastic Film 8" Wide	LF	-1110	0	256	-256	0	$13.86	-$3,548.16
	22	F&I Grooved Plastic Film 16" Wide	LF	201	0	162	78	240	$27.73	$2,162.94

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 ($)	C/O Ext Price ($)
	23	F&I Grooved Plastic Film 24" Wide	LF	312		312	156	468	$41.59	$6,488.04
	24	F&I Grooved Contrast Film 7" Wide	LF	-3352	0	100	-100	0	$12.13	-$1,213.00
	25	F&I Contrast Tape Messages	SF	160		160	-96	64	$20.80	-$1,996.80
									Site 5 Sub Total	**$9,820.94**
Site 6	26	F&I Grooved Plastic Film 4" Wide	LF	-5278	0	4921	1367	6288	$6.93	$9,473.31
	27	F&I Grooved Plastic Film 8" Wide	LF	-1005	0	742	-637	105	$13.86	-$8,828.82
	28	F&I Grooved Contrast Film 7" Wide	LF	-3327	0	310	-285	25	$12.13	-$3,457.05
	29	F&I Contrast Tape Messages	SF	64		64	-64	0	$20.80	-$1,331.20
									Site 6 Sub Total	**-$4,143.76**
Site 7	30	F&I Grooved Plastic Film 8" Wide	LF	-1002	0	390	-282	108	$13.86	-$3,908.52
	31	F&I Grooved Contrast Film 7" Wide	LF	-1722	0	1886	-256	1630	$12.13	-$3,105.28
	32	F&I Contrast Tape Messages	SF	160		160	-160	0	$20.80	-$3,328.00
									Site 7 Sub Total	**-$10,341.80**
Site 8	33	F&I Grooved Plastic Film 4" Wide	LF	-11164	0	328	74	402	$6.93	$512.82
	34	F&I Grooved Contrast Film 7" Wide	LF	-2982	0	500	-130	370	$12.13	-$1,576.90
									Site 8 Sub Total	**-$1,064.08**
Site 9	35	F&I Contrast Tape Messages	SF	128		128	-64	64	$20.80	-$1,331.20

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 ($)	C/O Ext Price ($)
	36	F&I Grooved Plastic Film 8" Wide	LF	-788	0	423	-101	322	$13.86	-$1,399.86
	37	F&I Grooved Contrast Film 7" Wide	LF	-3032	0	650	-330	320	$12.13	-$4,002.90
									Site 9 Sub Total	**-$6,733.96**
Site 10	38	F&I Grooved Plastic Film 24" Wide	LF	218		218	10	228	$41.59	$415.90
	39	F&I Grooved Plastic Film 8" Wide	LF	-642	0	470	-2	468	$13.86	-$27.72
	40	F&I Grooved Plastic Film 16" Wide	LF	182	0	212	9	221	$27.73	$249.57
	41	F&I Grooved Contrast Film 7" Wide	LF	-3092	0	640	-380	260	$12.13	-$4,609.40
	42	F&I Contrast Tape Messages	SF	144		144	-128	16	$20.80	-$2,662.40
									Site 10 Sub Total	**-$6,634.05**
Site 11	43	F&I Grooved Plastic Film 4" Wide	LF	-9663	0	2622	-719	1903	$6.93	-$4,982.67
	44	F&I Grooved Plastic Film 8" Wide	LF	-930	0	384	-204	180	$13.86	-$2,827.44
	45	F&I Grooved Contrast Film 7" Wide	LF	-3352	0	60	-60	0	$12.13	-$727.80
	46	F&I Contrast Tape Messages	SF	118		118	-64	54	$20.80	-$1,331.20
									Site 11 Sub Total	**-$9,869.11**
Site 12	47	F&I Contrast Tape Messages	SF	144		144	-43	101	$20.80	-$894.40
	48	F&I Grooved Plastic Film 4" Wide	LF	-9854	0	1548	164	1712	$6.93	$1,136.52

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 ($)	C/O Ext Price ($)
	49	F&I Grooved Plastic Film 8" Wide	LF	-364	0	724	22	746	$13.86	$304.92
									Site 12 Sub Total	**$547.04**
Site 13	50	F&I Grooved Plastic Film 8" Wide	LF	-728	0	843	-461	382	$13.86	-$6,389.46
	51	F&I Grooved Contrast Film 7" Wide	LF	-2712	0	1550	-910	640	$12.13	-$11,038.30
	52	F&I Contrast Tape Messages	SF	160		160	-32	128	$20.80	-$665.60
									Site 13 Sub Total	**-$18,093.36**
Site 14	53	F&I Grooved Plastic Film 8" Wide	LF	-289	0	952	-131	821	$13.86	-$1,815.66
	54	F&I Grooved Contrast Film 7" Wide	LF	-2072	0	2346	-1066	1280	$12.13	-$12,930.58
	55	F&I Contrast Tape Messages	SF	246		246	-118	128	$20.80	-$2,454.40
									Site 14 Sub Total	**-$17,200.64**
Site 15	56	F&I Grooved Plastic Film 16" Wide	LF	17	0	24	32	56	$27.73	$887.36
	57	F&I Grooved Plastic Film 24" Wide	LF	50		50	-50	0	$41.59	-$2,079.50
	58	F&I Grooved Plastic Film 4" Wide	LF	-10632	0	831	103	934	$6.93	$713.79
	59	F&I Grooved Plastic Film 6" Wide	LF	208		208	-14	194	$10.40	-$145.60
	60	F&I Grooved Plastic Film 8" Wide	LF	548	0	1035	623	1658	$13.86	$8,634.78
	61	F&I Grooved Contrast Film 7" Wide	LF	-1952	0	3462	-2062	1400	$12.13	-$25,012.06
									Site 15 Sub Total	**-$17,001.23**

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Site 16	63	F&I Grooved Contrast Film 7" Wide	LF	-3132	0	740	-520	220	$12.13	-$6,307.60
									Site 16 Sub Total	**-$6,307.60**
Site 17	64	F&I Grooved Plastic Film 4" Wide	LF	-11407	0	1040	-881	159	$6.93	-$6,105.33
	65	F&I Grooved Plastic Film 8" Wide	LF	-1044	0	180	-114	66	$13.86	-$1,580.04
	66	F&I Grooved Contrast Film 7" Wide	LF	-2572	0	360	420	780	$12.13	$5,094.60
	67	F&I Contrast Tape Messages	SF	64		64	112	176	$20.80	$2,329.60
									Site 17 Sub Total	**-$261.17**
Site 18	68	F&I Grooved Plastic Film 4" Wide	LF	-10921	0	924	-279	645	$6.93	-$1,933.47
	69	F&I Grooved Plastic Film 8" Wide	LF	-1110	0	120	-120	0	$13.86	-$1,663.20
	70	F&I Contrast Tape Messages	SF	32		32	22	54	$20.80	$457.60
									Site 18 Sub Total	**-$3,139.07**

Summary

Source Of Funding	Utility Funds - Street Lights - 528
Net Amount Change Order # 3 ($)	-$47,898.48
Previous Change Orders ($)	$147,262.21
Original Contract Amount ($)	$533,696.12
Total Contract Amount ($)	$633,059.85

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

APPROVED		APPROVED DATE	
For Contractor	3D Specialties	Department Head	T-Lee
Title	Manager	Mayor	
	Myke Growcheski	Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

18

Type: Conveyance of Subdivided Properties

Location: Parkview South Eighth Addition

Date of Hearing: 7/27/2026

Routing	Date
City Commission	8/17/2026
PWPEC File	X
Project File	Shawn Bullinger

The Committee reviewed the accompanying correspondence from Land Acquisition Specialist, Shawn Bullinger, regarding the conveyance of subdivided properties to adjacent westerly landowners to be purchased and combined with the purchaser's existing parcel.

The subdivision was completed as Parkview South Eighth Addition and was approved by the City Commission on November 5, 2018. Staff is requesting authorization to move forward with the conveyance of the subdivided properties. The proposed process includes:

- Preparing purchase agreements for Lots 3-18 for the conveyance of the subdivided parcels to the adjacent property owners located immediately west of the property.
- Conveying the property for a nominal fee; conveyance will begin from the middle (Lot 9 or 10) and work outwards.
- Require each purchaser to complete a Land Boundary (Split/Combine) Request Form at the time the purchase agreement is executed.

Staff has coordinated with the City Attorney's Office to prepare the necessary purchase agreements and a resolution authorizing the sale of City-owned property.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of the conveyance of the subdivided properties with a nominal fee of $1.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the conveyance of the subdivided properties to the adjacent westerly landowners for a nominal fee, subject to the execution of purchase agreements requiring each parcel to be combined with the purchaser's existing parcel, and authorize the signing of a resolution approving and authorizing the sale and conveyance of the properties.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: ______________________

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Joshua Boschee, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Gary Lorenz, Fire Chief	☑	☑	☐	
Brenda Derrig, Assistant City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Shawn G. Bullinger, Land Acquisition Specialist

Date: July 23, 2026

Re: Convey City-owned land to adjacent property owners – Lots 3-18 Parkview South Eighth Addition

---

Background:

In October 2017, a memorandum was presented to the Public Works Project Evaluation Committee requesting authorization to plat Lot 2, Block 32, Parkview South Second Addition. The property had originally been intended to serve as private park amenities, located behind residential lots. However, ownership of the property was ultimately acquired by the City through tax deed proceedings following the nonpayment of property taxes.

The October memorandum recommended that the property be subdivided with the intent of conveying the resulting parcels to the adjacent westerly property owners for a nominal fee. The Committee authorized staff to proceed with the platting process.

The subdivision was subsequently completed as Parkview South Eighth Addition, Lots 1-18, Block 1, and was approved by the City Commission on November 5, 2018. While the platting process has been completed, the conveyance of the newly created lots to the adjacent westerly property owners has not yet occurred.

Discussion:

Staff is requesting authorization to move forward with the original intent outlined in the 2017 memorandum.

The proposed process includes:

- Preparing purchase agreements for Lots 3-18 for the conveyance of the subdivided parcels to the adjacent property owners located immediately west of the property.
- Conveying the property for a nominal fee; conveyance will begin from the middle (Lot 9 or 10) and work outwards.
- Requiring each purchaser to complete a Land Boundary (Split / Combine) Request Form at the time the purchase agreement is executed.

Staff has coordinated with the City Attorney's Office to prepare the necessary purchase agreements and a resolution authorizing the sale of City-owned property. Upon execution of the purchase agreements and completion of the required land boundary combination process, the purchase agreements will be presented to the City Commission for final approval of the conveyances.

This approach fulfills the original intent established in 2017 while transferring ownership and maintenance responsibility to the adjoining westerly property owners and eliminating the City's ongoing ownership of the property.

Recommended Motion:

Authorize staff to move forward with the conveyance of the subdivided properties to the adjacent westerly landowners for a nominal fee, subject to the execution of the purchase agreements requiring each parcel to be combined with the purchaser's existing parcel, and to prepare the necessary documents for City Commission approval.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Plat Creation

Location: Lot 2, Block 32 Parkview South 2nd Addition

Date of Hearing: 10/16/2017

Routing	Date
City Commission	
PWPEC File	X
Project File	Ben Dow
	Maegin Elshaug

The Committee reviewed the attached memo regarding the history of the linear lots within the Parkview South development that were intended to be parks and subsequently ownership came to the City due to nonpayment of taxes. Staff has been working diligently with the adjacent homeowners to allow them to take over ownership of the lot, as the City does not have interest in owning these parcels.

Staff is seeking authorization to seek a plat to subdivide Lot 2, Block 32, Parkview South 2nd Addition.

On a motion by Tim Mahoney, seconded by Jim Gilmour, the Committee voted to authorize seeking a plat to subdivide Lot 2, Block 32, Parkview 2nd Addition.

RECOMMENDED MOTION
No Commission Action.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: None

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
City Engineer	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

CITY OF Fargo

PUBLIC WORKS OPERATIONS

Fleet Management, Forestry,
Streets & Sewers,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

MEMORANDUM

October 11, 2017

To: Members of PWPEC

From: Maegin Elshaug, Planner
Ben Dow, Director of Operations

Re: Plat creation in order to subdivide and convey City-owned land to adjacent property owners – Lot 2, Block 32, Parkview South 2nd Addition

The City owns and maintains several lots throughout the Parkview development (southeast of the I29 and I94 interchange), which have come to the City for nonpayment of taxes over the years. Staff intends to create a process to subdivide and convey the land to adjacent property owners.

The land in Parkview South 2nd Addition was platted in 1991 and is part of the larger Parkview development. The development included several linear lots that were intended to be park amenities, located behind residential lots. In 1995, Lot 2, Block 32, Parkview South 2nd Addition, which is located at 3210 26 Ave S, became under the ownership of Cass County for nonpayment of taxes. In the same year, the city acquired the lot from the county.

In 2008 and 2013, efforts were made by the City to address the lots. Meetings with adjacent property owners were held, where owners were asked to choose one of three options: 1) The city would subdivide the property and convey lots to abutting owners for a nominal fee; 2) the city would continue to own; and 3) the city would convey ownership to an HOA, who would then be responsible for maintenance (the fourth option in 2013 was to do nothing). The result was no consensus by the adjacent property owners, and no further steps were taken.

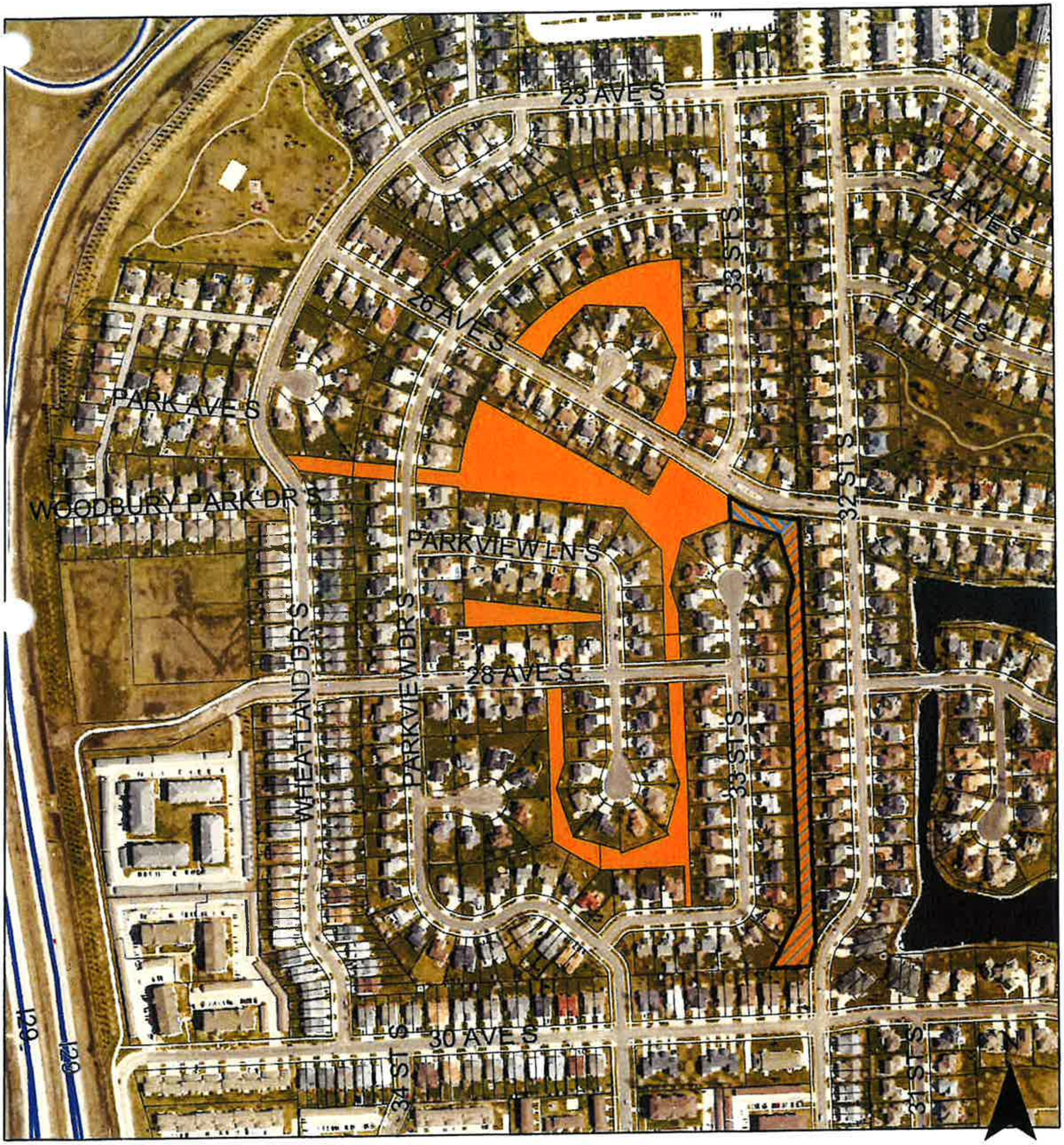
Today, there are a group of owners on the west side of Lot 2, Block 32, Parkview South 2nd Addition that seek ownership of the land east of their individual property. One property owner has been a contact over the last several years, and has confirmed that adjacent owners seek ownership, even through property owner changes. To staff's knowledge, all current owners are aware of the situation and are in agreement. It is staff's understanding that there is one property owner to the north that does not want to own, however, the City can still access this property from the right-of-way, as indicated on the attachment.

Staff has identified a process to address this lot, similar to the first option from 2008. Staff intends to subdivide the property and sell to the adjacent property owner for a nominal fee. The City Attorney's office will draft documents to convey ownership and to tie each property owner's lots with their new lot. In order to avoid land-locked parcels if some property owners choose to not take the land, either all or no properties will be conveyed, or conveyance will begin towards the middle and work out.

There are several other city-owned lots similar to this indicated on the attachment. This process is intended to be used as a template to address the other lots. The request before you is to allow Public Works to seek a subdivision plat for Lot 2, Block 32, Parkview South 2nd Addition through an existing MSA.

SUGGESTED MOTION:
Authorize the Public Works Department to seek a plat to subdivide Lot 2, Block 32, Parkview South 2nd Addition.

Parkview Development



1 inch = 417 feet

Legend

- City-owned Lots
- Lot 2, Block 32, Parkview South 2nd Addition
- Property to be conveyed
- Property to remain owned by City

The following information was researched by the undersigned, on request, as a public service. The undersigned certifies that the information contained in this letter is accurate based on or relating to the information supplied; however, neither the undersigned nor the City assumes liability for errors and omissions. All information was obtained from public records which may be inspected during regular business hours.

20

City of Fargo ***Staff Report***			
Title:	**Parkview South Eighth Addition**	**Date:** **Update:**	6/27/2018 10/31/2018
Location:	3210 26th Avenue South	**Staff Contact:**	Maegin Elshaug
Legal Description:	Lot 32, Block 2, Parkview South Second Addition		
Owner(s)/Applicant:	City of Fargo	**Engineer:**	KLJ
Entitlements Requested:	Minor Subdivision (Replat of Lot 32, Block 2, Parkview South Second Addition and Subdivision Waiver for lot size on Lots 1, and 3-16, Block 1, of the proposed plat)		
Status:	City Commission Public Hearing: November 5, 2018		

Existing	**Proposed**
Land Use: Vacant	**Land Use:** Household Living
Zoning: SR-2, Single-Dwelling Residential	**Zoning:** No change
Uses Allowed: SR-2 Allows detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities	**Uses Allowed:** No change
Maximum Density Allowed (Residential): 5.4 units per acre	**Maximum Density Allowed (Residential):** No change
Maximum Lot Coverage Allowed: 35% of lot	**Maximum Lot Coverage Allowed:** No change

Proposal:

The applicant, the City of Fargo, is requesting a minor subdivision, entitled **Parkview South Eighth Addition**, which is a replat of Lot 32, Block 2, Parkview South Second Addition, and a Subdivision Waiver for lot size on Lots 1, and 3-16, Block 1, of the proposed plat. Lots 1, and 3-16 do not meet the minimum lot size for the SR-2, Single-Dwelling zoning district. The subject property is located at 3210 26th Avenue South and is comprised of approximately 2.06 acres.

The Parkview Development was developed to use this and other similar lots as amenities. However, the city acquired the property from Cass County from non-payment of taxes. The City of Fargo is preparing the properties to allow adjacent property owners in the original Parkview Development or other adjacent development to have the opportunity to acquire the property in the future. This process is yet to be determined and may serve as a template for other lots similar to this in the Parkview Development.

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.

Surrounding Land Uses and Zoning Districts:

- North: Across 26th Avenue South, SR-2, Single-Dwelling Residential, with detached homes.
- East: SR-2, Single-Dwelling Residential, with detached homes.
- South: SR-4, Single-Dwelling Residential, with attached homes.
- West: SR-2, Single-Dwelling Residential, with detached homes.

Area Plans:

No area plans apply.

Schools and Parks:

Schools: The subject property is located within the Fargo School District and is served by Ed Clapp Elementary, Carl Ben Middle, and South High Schools.

Neighborhood: The subject property is located in the Bluemont Lakes neighborhood.

Parks: There is Woodbury Park (3501 23rd Avenue South) and Bluemont Park (2751 32rd Avenue South) located within .5 mile from the subject property. Together they offer playground amenities, a basketball court, gazebos, and open space.

Pedestrian / Bicycle: There are off-road bike facilities located along 23rd Avenue South, 25th Street South, and 32rd Avenue South. All facilities are components of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The subdivision is intended to subdivide Lot 32, Block 2, Parkview South Second Addition into eighteen lots and one block. Lots 1, and 3-16 are included in the subdivision wavier and are below the minimum lot size of 8,000 square feet in the SR-2 zoning district, as required by Section 20-0501 Residential District Standards. It is intended these lots will be acquired by adjacent property owners and the properties combined; however, that will be determined at a later date. It should be noted that Lots 2, 17 and 18 meet minimum lot sizes and would be considered buildable. 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, staff has received approximately 10 inquiries on the property, with questions regarding the future of the lots; however, there was no noted concern for the subdivision application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   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 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)**

Subdivision Waiver

The LDC stipulates that the following criteria are met before a subdivision waiver can be approved:

1. **Section 20-0907.D.3.a of the LDC stipulates that a Subdivision Waiver must not be detrimental to the public safety, health, or welfare, or injurious to other property or improvements in the area in which the property is located.**
   The subdivision waiver is to allow Lots 1, and 3-16 to be smaller than the minimum lot size of 8,000 square feet in the SR-2 zoning district. Lots range in size from 2,949 square feet to 4,866 square feet. It is intended

these lots will be acquired by adjacent property owners and the properties combined; however, that will be determined at a later date. It should be noted that Lots 2, 17 and 18 meet minimum lot sizes and would be considered buildable. All adjacent properties are zoned SR-2 and meet minimum lot size standards. Staff finds that the application will not be detrimental to the public safety, health or welfare, or injurious to other property or improvements in the area. **(Criteria Satisfied)**

2. **Section 20-0901.D.3.b of the LDC stipulates that a Subdivision Waiver must represent the least deviation from this Land Development Code that will mitigate the hardship or practical difficulty that exists on the subject property.**
   Lots 1, and 3-16, Block 1, of the subdivision do not meet minimum requirements for lot size in the SR-2, single-dwelling, zoning district. This application requests for only a waiver for the minimum lot size in fifteen of the eighteen lots. There are no other deviations from standards of Article 20-06. The property may be acquired by an adjacent property owner in the future, which currently are zoned SR-2 and meet minimum lot sizes. **(Criteria Satisfied)**

3. **Section 20-0907.D.3.c of the LDC stipulates that a Subdivision Waiver shall not have the effect of waiving any provisions of this development code other than the Subdivision Design and Improvement Standards of Article 20-06.**
   This application requests for only a waiver for the minimum lot size in fifteen of the eighteen lots. There are no other deviations from standards of Article 20-06. **(Criteria Satisfied)**

Update from 7/3/18 Planning Commission meeting: Property owners spoke at the meeting and stated concerns of the amount of time and money invested in the property, maintaining the original intent of the greenspace, questions of potential increase in fees due to specials and property taxes, and the division of land. Some people that provided testimony had questions about the application or future process, but were all generally in support of the application.

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed 1) **Parkview South Eighth Addition** subdivision plat and 2) subdivision waiver for lot size on Lots 1, and 3-16 of the proposed plat, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: July 3, 2018

On July 3, 2018, with a 8-0 vote with two members absent, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed 1) **Parkview South Eighth Addition** subdivision plat and 2) subdivision waiver for lot size on Lots 1, and 3-16 of the proposed plat, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code.

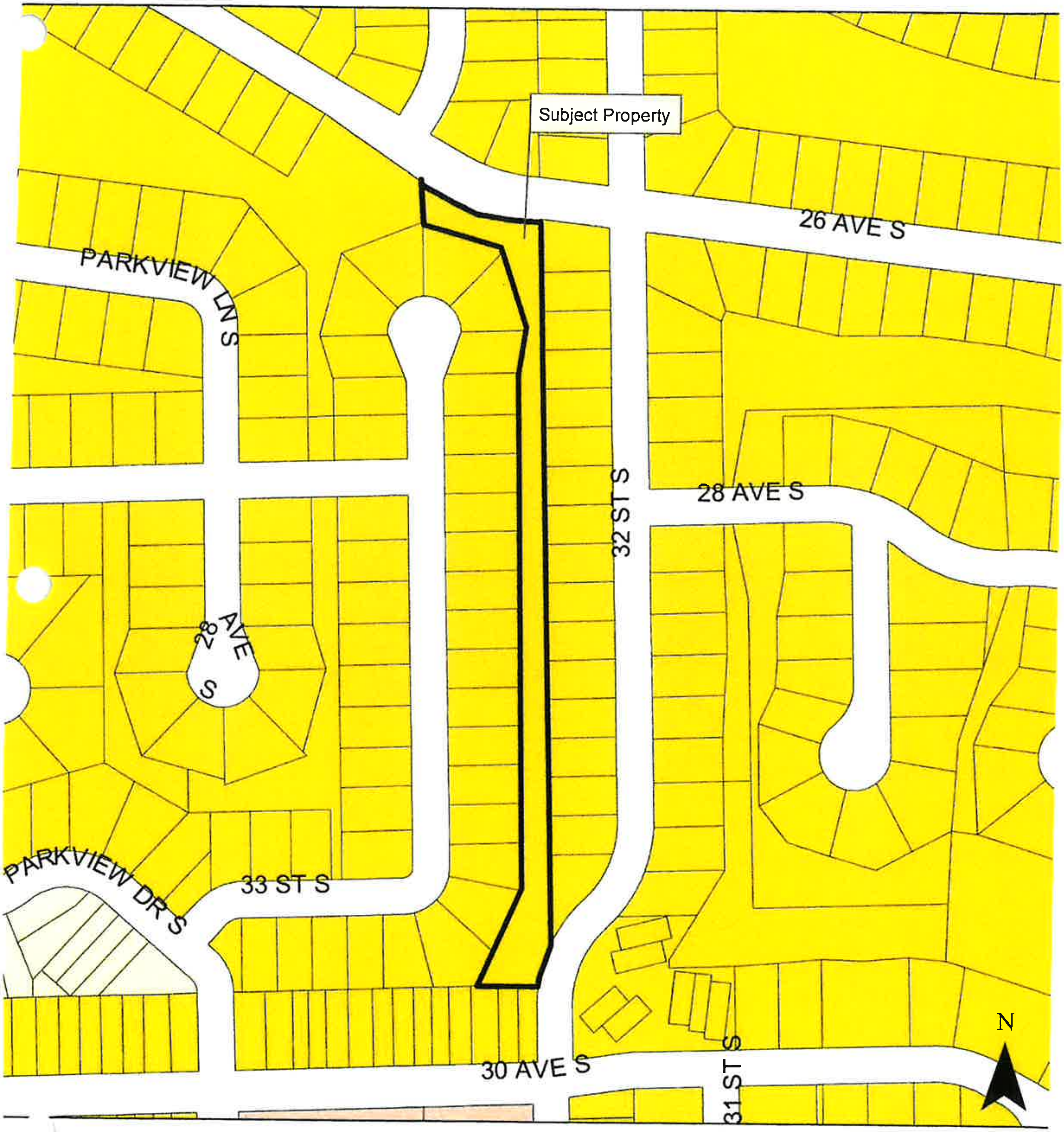
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat
4. Public Comments

Plat (Minor) and Subdivision Waiver

Parkview South 8th Addition

3210 26th Avenue South



THE CITY OF Fargo FAR MORE

Legend
AG LC MHP SR-2
DMU LI NC SR-3
GC MR-1 NO SR-4
GI MR-2 P/I SR-5
GO MR-3 UMU City Limits

300 Feet

Fargo Planning Commission
July 3, 2018

Plat (Minor) and Subdivision Waiver

Parkview South 8th Addition

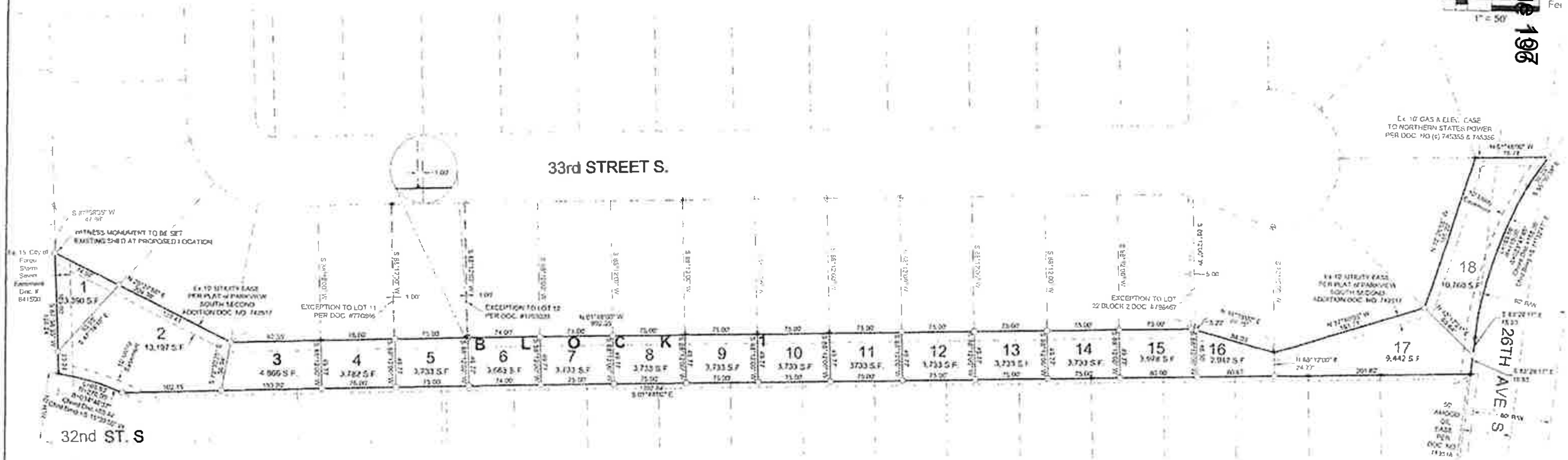
3210 26th Avenue South

THE CITY OF Fargo FAR MORE

Fargo Planning Commission
July 3, 2018

PARKVIEW SOUTH EIGHTH ADDITION

Minor Subdivision
Replat of Lot 32, Block 2 PARKVIEW SOUTH SECOND ADDITION
to the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



OWNERS DESCRIPTION AND DEDICATION

We, The undersigned, do hereby certify that we are the owners of the following Land to be described

Lot 32 of Block 2, PARKVIEW SOUTH SECOND ADDITION to the City of Fargo, North Dakota

We hereby dedicate the utility easements shown on said plat to the use of the public or to specific grantees, if noted

Said plat contains 2.05 Acres, more or less, and is subject to all easements and rights of way of record

OWNER

City of Fargo

____
By: Timothy J. Mahoney, Mayor

State of North Dakota
County of Cass

On this ______ day of ______, 2018, before me, a notary public within and for said County and State, personally appeared ______ to me known to be the person described in and who executed the same as a free act and deed

____
Steven Sprague, City Auditor
Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 3rd day of July 2018

____
Shara Fischer, Chair
Fargo Planning Commission

State of North Dakota
County of Cass

On this ______ day of ______, 2018, before me, a notary public within and for said County, personally appeared Shara Fischer, Planning Commission Chair, to me known to be the person described in and who executed the same as a free act and deed

____
Notary Public

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this 18th day of October 2018

____
Brenda Derrig, City Engineer

State of North Dakota
County of Cass

On this 18th day of October, 2018, before me, a notary public within and for said County, personally appeared Brenda Derrig, City Engineer, to me known to be the person described in and who executed the same as a free act and deed

____
Notary Public

CITY OF FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this ______ day of ______ 2018

____
Timothy J. Mahoney, Mayor

ATTEST ______________________
Steven Sprague, City Auditor

State of North Dakota
County of Cass

On this ______ day of ______, 2018, before me, a notary public within and for said County, personally appeared Timothy J. Mahoney, Mayor, City of Fargo and Steven Sprague, Auditor, City of Fargo, to me known to be the persons described in and who executed the same as a free act and deed

____
Notary Public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT

I, Chris Ingersoll, Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that the attached plat is a true and accurate representation of the survey of said subdivision and all distances shown on said plat are correct, that the monuments for the guidance of future surveys have been correctly placed in the ground as shown.

____
Chris Ingersoll, Professional Land Surveyor
North Dakota License #LS-5637

State of North Dakota
County of Cass

On this 11 day of October 2018, before me, a notary public within and for said County, personally appeared Chris Ingersoll, to me known to be the person described in and who executed the same as a free act and deed

____
Notary Public

LEGEND

5/8" REBAR W/CAP LS 5637
MONUMENT FOUND
ADJACENT PROPERTY LINES
EXISTING EASEMENT
PLAT BOUNDARY
LOT BOUNDARY
PROPOSED UTILITY EASEMENT

NOTE:
Survey is based on Fargo 2007 Coordinate System, Fargo GIS Horizontal Datum, US Survey Feet. Distances shown are Ground distances.

Said tract of land is subject to any easement, restrictions or reservations, either existing or record.

Bearings and distances may vary from previous plats due to different methods of measurement.

PRODUCED BY KLJ MOORHEAD, MN

SHEET 1 OF 1

Maegin Elshaug

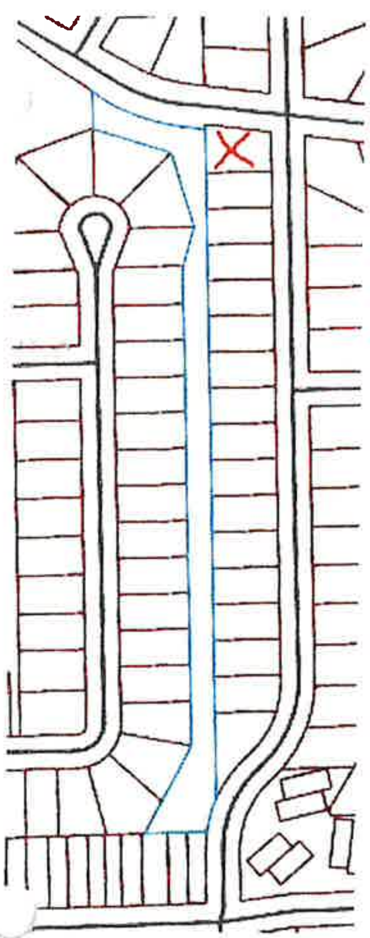
From:	Todd Kadry <tkadry@gmail.com>
Sent:	Sunday, June 17, 2018 8:42 PM
To:	Maegin Elshaug
Subject:	Parkview South Eighth Addition Subdivision Waiver
Follow Up Flag:	Follow up
Flag Status:	Flagged

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

Maegin:

My name is Todd Kadry and my family and I live at 2601 32nd Street S in Fargo. I am in receipt of a letter written on June 15, 2018 and addressed to "Property Owner." I am seeking clarification on what is being proposed before the public hearing on July 3rd. Our property is adjacent to the tract of land in question.

Thank you,
Todd Kadry
(701) 955-821



Maegin Elshaug

From:	Patti Struchynski <pstruchy@hotmail.com>
Sent:	Monday, June 18, 2018 1:03 PM
To:	Maegin Elshaug
Subject:	Parkview South Eighth Addition
Follow Up Flag:	Follow up
Flag Status:	Flagged

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

Hello Maegin,

I got the letter in the mail about the Parkview South Eight Addition. The letter is a little vague so I am inquiring for additional information. I am interpreting that the large parkway lot, a portion of which I have been maintaining for approximately 20 years, is being subdivided into 18 smaller lots (smaller than the current Subdivision requirements). Is the subdivision of he lots being requested in a manner that it aligns with the adjacent property to the west of the parkway? Is the intent of doing this to allow the adjacent homeowners a chance to purchase the property? If so, at what anticipated cost? And if purchased, would there be any limitations in regards to what can be done with the property by the new owners? I understand there is a utility easement, would that prevent fencing and permanent structure building? What about other covenants of the lot that are documented in our title/abstract? It seems that there currently is no enforcement of these covenants. Are these null and void?

Thank you for any additional information you can provide me!

Patti Struchynski
2806 33rd Street South, Fargo

Maegin Elshaug

From:	Troy DeWitz <TroyDewitz@butlermachinery.com>
Sent:	Monday, June 18, 2018 2:11 PM
To:	Maegin Elshaug
Subject:	Parkview South Eighth Edition
Follow Up Flag:	Follow up
Flag Status:	Flagged

Hi, Maegin, I live at 2809 33rd St S, just west (on the other side of the street) of the area discussed in your June 15 letter to property owners. From the looks of it, that is the "parkway" between the two rows of houses to the east and west of the detail. Is that correct? Will this land finally be deeded over to the homeowners?

We have a similar situation in our back yard so I'm just curious to see if that is what this is about.

Thank you. Troy & Shirley DeWitz

Troy DeWitz | Butler Machinery Company | Credit Manager
3401 33rd St SW | Fargo, ND, 58104 | P 701-298-1749 | C 701-799-3418 | F 701-298-1717

Butler Values | Our Team • Customer Driven • Accountability • Integrity • Excellence • Safety

Maegin Elshaug

From: Rod Schauer <rod@completeinvestmentadvisory.com>
Sent: Monday, June 25, 2018 3:29 PM
To: Maegin Elshaug
Subject: Parkview South eight addition

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

Maegin,

I am contacting you concerning a letter that is addressed to property owners in the Bluemont lakes area of town. The reason for my inquiry is we are purchasing a home at 2935 32nd St S and are curious about the grassy area to the west and south of the house. My question is are these lots going to be abandoned by the city? Will they homeowners be able to purchase the lots or is there some other outcome that the city is pursuing?

Clarification would be greatly appreciated.

Please Reply,

Rod Schauer ChFC®

COMPLETE INVESTMENT ADVISORY LLC
3211 Fiechtner Dr. S.
Suite 6
Fargo, ND 58103

701-277-9392 phone
877-351-7640 fax

rod@completeinvestmentadvisory.com

www.completeinvestmentadvisory.com

Maegin Elshaug

From:	Larry Holst <rufusholst@gmail.com>
Sent:	Tuesday, July 3, 2018 9:03 AM
To:	Maegin Elshaug
Subject:	Parkview South Eighth Addition
Follow Up Flag:	Follow up
Flag Status:	Flagged

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

To Fargo Planning Commission,

Our names are Larry and Marinell Holst and we live at 2807 32nd Street South in Fargo. We would like to express our concern for Item 7 on your agenda for the meeting on July 3rd. This item addresses an application requesting a Plat Subdivision Waiver for lot sizes in the Parkview South Addition on Lots 1, and 3-16, Block 1.

We understand the application is requesting the City of Fargo to split this city owned property and attach the lots to the Parkview Addition to the west. Our lot joins the city property from the east side and we have mowed and maintained this space since we moved to this home. We purchased our property in 2008 knowing we had this extra green space attached to our lot. This green space was a real attraction for us when we purchased the property and we have enjoyed having this extra space for our outside enjoyment. Our concern is if we no longer have the city owned green space attached to our lot, our outside space will feel much smaller and we feel the value of our property would decrease.

We would like to leave the city property as it is today or if the City of Fargo would like not to own this green space, please consider splitting the property down the middle (north to south) and attach one-half of each lot to the west and one-half to the east.

Thank you considering our concerns.

Larry and Marinell Holst
2807 32nd St. So.
Fargo, ND 580103

COMMISSIONER ________ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SALE OF PROPERTY

WHEREAS, the City of Fargo is the owner of the following real property located in Cass County, North Dakota:

1. Lot 3, Block 1, of Parkview South Eighth Addition;
2. Lot 4 Block 1, of Parkview South Eighth Addition;
3. Lot 5, Block 1, of Parkview South Eighth Addition;
4. Lot 6, Block 1, of Parkview South Eighth Addition;
5. Lot 7, Block 1, of Parkview South Eighth Addition;
6. Lot 8, Block 1, of Parkview South Eighth Addition;
7. Lot 9, Block 1, of Parkview South Eighth Addition;
8. Lot 10, Block 1, of Parkview South Eighth Addition;
9. Lot 11, Block 1, of Parkview South Eighth Addition;
10. Lot 12, Block 1, of Parkview South Eighth Addition;
11. Lot 13, Block 1, of Parkview South Eighth Addition;
12. Lot 14, Block 1, of Parkview South Eighth Addition;
13. Lot 15, Block 1, of Parkview South Eighth Addition;
14. Lot 16, Block 1, of Parkview South Eighth Addition;
15. Lot 17, Block 1, of Parkview South Eighth Addition;
16. Lot 18, Block 1, of Parkview South Eighth Addition;

(collectively, the "Subject Properties"); and

WHEREAS, the City acquired the Subject Properties through tax deed proceedings following nonpayment of property taxes; and

WHEREAS, each Subject Property is adjacent to privately owned property, and the City intends to offer each Subject Property for purchase to the owner of the adjoining westerly parcel; and

WHEREAS, as a condition of any sale, the purchaser will be required to combine the Subject Property with the purchaser's adjacent property so that the Subject Property will no longer exist as a separate parcel for taxation and special assessment purposes; and

WHEREAS, Fargo Municipal Code § 3-0105 provides that if the Board of City Commissioners (the "Board") estimates the value of real property to be $5,000 or more, the property may only be sold by public sale; and

WHEREAS, the Board estimated value of each of the Subject Properties is below $5,000; and

WHEREAS, it is the wish and desire of the Board to convey the Subject Properties to the adjoining westerly property owners, returning the Subject Properties to private ownership, placing the Subject Properties back on the tax rolls, eliminating the City's ongoing responsibility for maintenance and management of the Subject Properties, and promoting productive use of the land; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,

1. The City does not have a present or future use for the Subject Properties; and

2. The value of each of the Subject Properties is less than $5,000; and

3. The City Auditor or its designee is hereby authorized to dispose of the above-described Subject Properties by private sale, in accordance with Fargo Municipal Code § 3-0105.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER __________, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS ______________________________. The following were absent and not voting: ____________, and the following voted against the same: ________________, whereupon the resolution was declared duly passed and adopted.

____
Joshua A. Boschee, Mayor

ATTEST:

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

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement"), made and entered by and between the CITY OF FARGO, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, ND 58102 (hereinafter "Seller" or "City"), and ____, the identified owner(s) of the property located at ______________________________, Fargo, ND 58103 (hereinafter "Buyer").

RECITALS

1. Seller is the owner of real estate situated in the County of Cass and State of North Dakota, described as follows:

   Lot _____, Block ______, of Parkview South 8th Addition to the city of Fargo.

   ("Subject Property")

2. Seller acquired the Subject Property, as well as an additional seventeen (17) property lots, from Cass County due to non-payment of taxes, and Subject Property abuts Buyer's property ("Adjacent Lot"); and,

3. Seller desires to sell, and Buyer are willing to purchase said Subject Property due to its proximity to Buyer's Adjacent Lot, and such Subject Property and Adjacent Lot will be combined by Buyer into one property for taxation and special assessment purposes; and,

4. The parties wish to memorialize the terms for the purchase of said Subject Property by this written Agreement and the terms contained herein; and,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. **Purchase Price.** The purchase price will be One Dollar ($1.00). Buyer acknowledges that the purchase price is substantially below market value and that the reduced purchase price is being offered solely because the Subject Property is adjacent to Buyer's property and will be consolidated with Buyer's Adjacent Lot pursuant to this Agreement.

2. **Combination of Lots.** Buyer agree that the Subject Property (Lot ____, Block _____, Parkview South 8th Addition) will be combined with the Buyer's existing and Adjacent Lot (Lot ____, Block ____, Parkview South 8th Addition) for purposes of ad valorum taxation and levying special assessments so that the two lots are treated as a single lot for such purposes.

   a. **Lot Consolidation Requirement.** As a material inducement for Seller to convey the Subject Property for the purchase price stated herein, Buyer agrees to take all actions necessary to combine the Subject Property with Buyer's Adjacent Lot into a single taxable parcel. Buyer shall provide a fully executed and completed *Land Boundary (Split/Combo) Request Form*, attached hereto as Attachment A, and any other documents required by the City Assessor's Office at the time of Closing.

      The parties acknowledge and agree that the conveyance contemplated by this Agreement is conditioned upon the Subject Property being combined with Buyer's Adjacent Lot and that the Subject Property is not being conveyed as a separate buildable lot.

   b. **Failure to Complete Lot Consolidation.** If Buyer fails to provide the required *Land Boundary (Split/Combo) Request Form* at the time of Closing, or fails to cooperate in good faith to complete the lot consolidation process, Buyer shall re-convey the Subject Property to Seller by Quit Claim Deed upon written demand by Seller. In such event, Seller shall reimburse Buyer the purchase price paid under this Agreement.

3. **Acknowledgement.** Buyer acknowledges that the Subject Property has a full market value that has been estimated by the City Assessor to be in the amount of $ ____________. Buyer understands, acknowledges, and agrees that when Buyer has obtained title to the Subject Property, the Buyer will become responsible for payment of taxes upon said Subject Property. Buyer understands and acknowledges that to the extent it will become necessary for a loan escrow company or Buyer's mortgage lender to be advised of the change in taxable valuation as a result of said acquisition, that Buyer will contact said loan escrow company and/or mortgage lender of said event and Buyer may be responsible for paying an additional monthly amount to Buyer's loan escrow company and/or mortgage lender to provide sufficient funding to pay taxes and special assessments accordingly.

4. **Taxes and Special Assessments.** Seller will be responsible for payment of all taxes and special assessments that have been certified for collection for the year prior to the year of the Closing, payable in the year of the Closing. Buyer will be responsible for all taxes for the year following the year when the Closing occurs, which taxes are paid the next year hence, and for all unpaid special assessments levied against the Subject Property. As to the taxes and special assessments for the year of the Closing that are payable the year following the Closing, the taxes and special assessments that have been certified for collection for said year shall be pro-rated to the date of Closing.

5. **Schedule of Closing and Contingency for the Benefit of Seller (City).**

a. The Buyer acknowledges and agrees that this Agreement is one of seventeen (17) similar agreements with sixteen (16) other property owners whose properties are adjacent to the seventeen (17) lots within Parkview South 8th Addition and that this Agreement is part of a Program, the purpose of which is to convey said seventeen (17) Parkview South 8th Addition lots to the adjacent property owners so that, among other things, the City will no longer be responsible for maintenance or improvements of said lots. As a result, the implementation of said Program requires the closing of the seventeen (17) purchase transactions to be scheduled in a sequence that is scheduled so that no City-owned parcel within Parkview South 8th Addition becomes landlocked and the City retains legal access to all remaining City-owned parcels pending completion of the Program.

Therefore, Buyer agrees to cooperate with the scheduling process for closings on the other seventeen (17) said Parkview South 8th Addition lots to accomplish this objective and to the extent that closings that have been scheduled earlier than the closing scheduled for this Purchase Agreement transaction suffer delays or refusals to close, the Buyer agrees to reschedule the Closing on this transaction so that the appropriate sequence in closings can be attained by the City, consistent with the City's Program.

i. The parties understand and agree that the closings for all the Parkview South 8th Addition lots shall be divided into two groups and that, with each said group, the sequence of the closings shall be as follows:

GROUP ONE

1st ______________________________

2nd ______________________________

3rd ______________________________

4th ______________________________

5th ______________________________

6th ______________________________

7th ______________________________

8th ______________________________

9th ______________________________

GROUP TWO

1st ______________________________

2nd ______________________________

3rd ______________________________

4th ______________________________

5th ______________________________

6th ______________________________

7th ______________________________

8th ______________________________

b. The City's Obligation to close is contingent upon the following:

   i. That the City will have entered into fully-executed Purchase Agreements with the seventeen (17) owners of the adjacent lots so that the City has fully-executed Purchase Agreements to convey all seventeen (17) Parkview South 8th Addition lots.

   ii. That the City will have previously closed on the conveyance and transfer to the owners of those adjacent lots that are ahead of the Buyers in sequence of closings described in the preceding paragraphs.

c. Buyer shall take possession of the Subject Property on the day of closing. The parties agree that the real and personal property affixed to the real estate at the time of closing shall become the Buyer's property without the need for a bill of sale or other conveyance.

6. **Payment of Purchase Price.** The entire purchase price shall be payable in cash at closing, subject to the contingency set forth hereinafter. It is further agreed that this sale is contingent upon approval by the Fargo City Commission and the Closing on the conveyance and transfer to the other owners of those adjacent lots that are ahead of the Buyer in sequence of closings described in the preceding paragraphs.

7. **Title and Existing Conditions.** Buyer acknowledges and agrees that Seller shall convey the Subject Property by Quit Claim Deed only. Seller makes no representations or warranties regarding title to the Subject Property, except that Seller has not voluntarily created any lien or encumbrance against the Subject Property during its ownership. Buyer accepts title subject to all easements, restrictions, covenants, reservations, rights-of-way, encroachments, special assessments, and other matters of record or discoverable by inspection or survey.

8. **Quit Claim Deed.** Seller shall convey the Subject Property to Buyer by Quit Claim Deed. Buyer acknowledges and agrees that a Quit Claim Deed conveys only whatever interest Seller may have in the Subject Property, if any, and Seller makes no covenant, warranty, or representation, express or implied, regarding title, marketability of title, possession, condition of the property, or fitness for any particular purpose.

9. **Closing Costs.** It is understood and agreed that as part of this purchase, each of the parties shall pay its own attorneys' fees and all other closing costs (except those listed in this Agreement).

10. **Property Purchased "AS IS".** Buyer acknowledges that they have had the opportunity to inspect and investigate the Subject Property and are relying solely upon their own inspection and investigation. The Subject Property is being conveyed in its present condition, "AS IS." Seller expressly disclaims all warranties of any kind, whether express, implied, statutory, or otherwise, including without limitation any warranty of title, marketability, condition, fitness for a particular purpose, habitability, suitability for development, compliance with applicable laws, or absence of environmental conditions. Buyer assumes all risks associated with ownership of the Subject Property.

11. **Assignment.** Buyer may not, without Seller's consent, assign this Agreement, and Buyer's rights, duties and obligations hereunder, to any party, person or entity. Even if consented to, no assignment will relieve Buyer of its obligations under this Agreement.

12. **No Separate Development.** Buyer acknowledges that the Subject Property is being conveyed for consolidation with Buyer's Adjacent Lot and not for separate development, sale, or construction. Buyer shall not seek to maintain the Subject Property as a separate legal parcel except as may be initially required to complete the consolidation process contemplated by this Agreement.

13. **Survival.** All covenants, agreements, representations, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and shall continue in force and effect and be binding after the Closing and delivery of the deed.

14. **Representations and Warranties**. If, after the Effective Date but prior to Closing, an event occurs or information comes to light that materially and adversely renders any of the above representations or warranties no longer accurate or true (a "Changed Condition"), the party obtaining knowledge thereof shall promptly notify the other party in writing.

15. **Entire Agreement; Modification; Binding Effect.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions

set forth herein, and no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties.

16. **Construction; Interpretation.** This Agreement has been made and entered into under the laws of the State of North Dakota and said laws shall control its interpretation. The parties have each consulted and reviewed, or had opportunity to consult and review, this Agreement with their respective legal counsel, and no rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document shall be operative against either party. The headings/captions appearing in this Agreement are for convenience only and are not part of and not to be considered when interpreting this Agreement.

17. **Effective Purchase Agreement; Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Agreement delivered as or by .pdf, facsimile or other electronic means containing a party's signature shall be deemed such party's original, binding signature.

18. **Effective Date.** The effective date of this Agreement is the date of final signature by the undersigned parties.

[The remainder of this page intentionally left blank – signature pages to follow.]

BUYER:

_______________________________ _______________________________
(Signature) (Signature)

_______________________________ _______________________________
(Print) (Print)

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

On this ____ day of _________________, 20___, before me, a notary public within and for said county and state, personally appeared ________________________________ and ________________________________, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged to me that he/she/they have executed the same.

SELLER:

CITY OF FARGO,
a North Dakota municipal corporation

____
Joshua Boschee, Mayor

ATTEST:

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

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

On this ____ day of _________________, 20___, before me, a notary public within and for said county and state, personally appeared Joshua Boschee and Angie Bear, to me known to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

THE CITY OF Fargo FAR MORE

Assessment Department

LAND BOUNDARY (SPLIT / COMBINE) REQUEST FORM

RE: Parcel #(s) ____________________ Date: ____________________

Please indicate ONE parcel number above and any additional parcels numbers in the grid below. | Date of Request

To request a change in land boundaries, please complete and return this form to the City of Fargo Assessment Department at 225 4 St. N Fargo, ND 58102, email to nhamilton@FargoND.gov or fax to (701) 241-1339. The City of Fargo Planning Department should be contacted prior to the completion of this form.

Ownership Contact Information: (As reflected on tax statement.)

First Name ____________________ Last Name ____________________

Title ____________________ Organization ____________________

Mailing Address ____________________ City ____________ State ______ Zip ______ Phone ____________

E-Mail Address ____________________ Signature ____________________

IMPORTANT: To combine parcels: all parcels must be under the same ownership, in the same taxing district, and the parcels must be adjoining. To split parcels: the owner must provide the Assessor's Office the new legal description or a site survey delineating the parcels that has been recorded with the Cass County Recorder's office. Please contact: Nick Hamilton, Land Management Specialist for more information by phone: (701)-241-1340 or by email: nhamilton@FargoND.gov.

I hereby request that the City of Fargo Assessment Department ***COMBINE*** ☐ *or* ***SPLIT*** ☐ *the following parcel number(s):*

Parcel ID No	Parcel ID No	Parcel ID No

Provide a Brief Explanation for the Request:

Preference of Main Address Point (if combination): ____________________

Parcel Mailing Address: ____________________

Planning Department Use Only:

Reviewed By: ____________________ Date: ____________

Assessment Department Use Only:

Approved by: ____________________ Date: ____________

Split Number: ____________________

19

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: 8/12/2026

Receive & File: General Fund Budget to Actual – June 30, 2026
General Fund – 2026 Year-End Projections as of June 30, 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.

Financial:

Facilities – FY2025 State Homeland Security Grant Award
- CFDA No. 97.067 SHSP

Water Treatment – PO increase to WA2402 (AMI)

Award & Budget Adjustments:

Police – Fargo Police Foundation Donation
SWAT – FY2025 State Homeland Security Grant Award
- CFDA No. 97.067 SHSP

SWAT – OK Tire Donation

Late additions – not discussed at FAHR but routed through FAHR team for concurrence:

- Reclassification of 2026 budget for Primary Tax Credit
- Budget adjustment to reflect 6 months of Axon expense in 2026, rather than 12 months

City of Fargo, North Dakota
General Fund - Budget to Actual
Unaudited Monthly Financial Statements - June 30, 2026
Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	$ 47,145	$ 42,289	$ (4,856)
2	Licenses & Permits	3,417	2,670	(747)
3	Intergovernmental Revenue	9,589	8,245	(1,344)
4	Charges for Services	5,378	6,963	1,586
5	Fines & Traffic Tickets	974	805	(169)
6	Interest	3,250	4,934	1,684
7	Miscellaneous Revenue	418	731	313
8	Transfers In	10,576	10,581	5
	Total Revenues	**$ 80,747**	**$ 77,218**	**$ (3,528)**
EXPENDITURES:				
9	General Government	$ 15,004	$ 13,854	$ 1,150
10	Public Safety	31,349	27,236	4,112
11	Public Works	7,808	7,427	382
12	Health & Welfare	7,646	6,630	1,017
13	Culture & Recreation	2,800	2,630	170
14	Economic Development	27	22	5
15	General Support	623	741	(117)
17	Operating Transfers	4,940	2,542	2,398
18	Contingency (Salary Savings)	(780)	1	(781)
	Total Expenditures	**$ 69,417**	**$ 61,083**	**$ 8,334**
Revenue Over (Under) Expenditures		**$ 11,330**	**$ 16,135**	**$ 4,805**

1 Timing/Allocation with Property Tax Receipts and Primary Resident Tax Credit revenue.
budget w/ total Prop Tax of Feb/Mar; $5.7k PRC received in July.
2 Building-related permits/fees are trending below budget.
3 Timing/Allocation with Homestead Credit and Veteran's Credit:
$850k budget in June; $977k received in July.
10 *Timing w/ City's $2M Actuarial Contribution (June Budget; July Actual)*
Budget Adj needed to reduce by $500k for 6 mos of Axon
17 *Timing issue. One-time transfer will be made in July.*
15 Anticipated salary savings reflected within department group, not contingency.

City of Fargo, North Dakota
General Fund - Budget to Actual
Unaudited Monthly Financial Statements - June 30, 2026 **RESTATED**

Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	$ 41,445	$ 42,289	$ 844
2	Licenses & Permits	3,417	2,670	(747)
3	Intergovernmental Revenue	8,739	8,245	(494)
	Homestead Cred/Vet Cred - July receipt	850	-	(850)
	Prim Resident Credit - reclass/July receipt	5,700	-	(5,700)
4	Charges for Services	5,378	6,963	1,586
5	Fines & Traffic Tickets	974	805	(169)
6	Interest	3,250	4,934	1,684
7	Miscellaneous Revenue	418	731	313
8	Transfers In	10,576	10,581	5
Total Revenues		**$ 80,747**	**$ 77,218**	**$ (3,528)**
EXPENDITURES:				
9	General Government	$ 15,004	$ 13,854	$ 1,150
10	Public Safety	28,849	27,236	1,612
	BA request to reduce Axon budget to 6 mos	500	-	-
	Fire Actuarial Contrib - June Budget/July Paid	2,000	-	-
11	Public Works	7,808	7,427	382
12	Health & Welfare	7,646	6,630	1,017
13	Culture & Recreation	2,800	2,630	170
14	Economic Development	27	22	5
15	General Support	623	741	(117)
16	Operating Transfers	2,473	2,542	(69)
	Transfer to Debt Service in July	2,467	-	-
17	Contingency (Salary Savings)	(780)	1	(781)
Total Expenditures		**$ 69,417**	**$ 61,083**	**$ 8,334**
Revenue Over (Under) Expenditures		**$ 11,330**	**$ 16,135**	**$ 4,805**

1 Timing/Allocation with Property Tax Receipts
budget w/ total Prop Tax of Feb/Mar; $5.7k PRC received in July.
2 Building-related permits/fees are trending below budget.
3 State Aid is Trending below below budget.
Timing w/ Homestead/Vet Credit: $850k budget in June; $977k received in July.
4 Timing with Street Projects and related Engineering Fee CIP Fees.
6 Combination of higher rates and timing. Balances will drop throughout the year resulting in lower earnings.
9 Staff vacancies & timing w/ purchases.
10 Staff vacancies & timing w/ purchases.
Timing w/ City's $2M Actuarial Contribution (June Budget; July Actual)
Budget Adj needed to reduce by $500k for 6 mos of Axon
12 Staff vacancies & timing w/ purchases.
16 *Timing issue. One-time transfer will be made in July; budget monthly*
17 Anticipated salary savings reflected within department group, not contingency.

City of Fargo, North Dakota
General Fund - 2026 Year End Projections
As of June 30, 2026
Amounts shown in thousands

		YTD 2026 Actual	Remaining 2026 Estimates	YE 2026 Projections
REVENUES:				
1	Taxes ^	$ 42,289	$ 9,489	$ 51,778
2	Licenses & Permits	2,670	4,169	6,839
3	Intergovernmental Revenue	8,245	19,406	27,651
	Prim Resident Credit - reclass^	-	5,700	5,700
4	Charges for Services	6,963	9,186	16,149
5	Fines & Traffic Tickets	805	1,509	2,314
6	Interest	4,934	1,716	6,650
7	Miscellaneous Revenue	731	(46)	685
8	Transfers In	10,581	12,736	23,317
Total Revenues		**$ 77,218**	**$ 63,865**	**$ 141,083**
EXPENDITURES:			-	
9	General Government	$ 13,854	$ 15,231	$ 29,085
10	Public Safety	27,236	35,316	62,552
11	Public Works	7,427	8,920	16,347
12	Health & Welfare	6,630	8,843	15,473
13	Culture & Recreation	2,630	3,144	5,774
14	Economic Development	22	33	55
15	General Support	741	1,078	1,819
16	Operating Transfers	2,542	7,341	9,883
17	Contingency (Salary Savings)	-		-
Total Expenditures		**$ 61,082**	**$ 79,905**	**$ 140,987**
Revenue Over (Under) Expenditures		**$ 16,136**	**$ (16,040)**	**$ 96**

1	Franchise Fees - trending below budget.
2	Building Permits - trending below budget.
3	Reclassification of Primary Resident Credit from Taxes.
4	Additional CIP Admin/Eng Fees due to timing and additional projects.
9-13, 18	Anticipated salary savings reflected within department group, not contingency.

Report of Action:
FAHR Meeting of August 10, 2026

____ Purchase Policy
____ Budget Adjustment/Reallocation
____ Personnel Request
_X_ Other Financial

Department: Facilities

Net Financial Impact: **$0**

Description: See attached memo. Facilities requests approval of FY 2025 State Homeland Security Grant program, CFDA 97.067, award for anti-intrusion film on the first floor of City Hall.

At their meeting, FAHR endorsed this request.

Suggested Motion:
Accept the FY 2025 State Homeland Security Grant Program award in the amount of $50,000 for the placement of anti-intrusion film on the first floor of City Hall and related budget adjustment.

MEMORANDUM

Date: August 6, 2026

To: Fargo Administration and Human Resources Committee

From: Collin Gnoinsky, Physical Security Advisor, Facilities

Re: Acceptance of the SHSP Soft Target/Crowded Place Project S27 Grant (CFDA 97.067)

Background

The Facilities Management department has been awarded $50,000 from U.S. Department of Homeland Security under the FY 2025 State Homeland Security Grant Program. The award supports the placement of anti-intrusion film on the first floor of City Hall. There is no requirement for the City of Fargo to match any portion of this award; the subrecipient cost share is $0.00.

The intent of this award is to enhance the capability of the City of Fargo to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.

I respectfully request that the F.A.H.R. Committee recommend acceptance of this award and approval of the associated budget adjustment.

Award Summary

Grant program	FY 2025 State Homeland Security Grant Program
Assistance Listing (CFDA)	97.067 SHSP
Federal Award Identification Number	EMW-2025-SS-05047
Federal award date	September 26, 2025]
Federal awarding agency	U.S. Department of Homeland Security
Subrecipient	City of Fargo
NDDES grant number	S27
Total federal funds obligated	$50,000.00
Subrecipient cost share	$0
Period of performance	July 30, 2026 through May 31,2028
City project code	BG2611

Use of Funds

- To remove existing privacy film on the first floor of City Hall and replace with anti-intrusion film. This anti-intrusion film hardens vulnerable pane glass to help prevent or delay physical entrance after the glass has been compromised or broken in times of civil unrest, burglary, or vandalism.
- The privacy portion of the anti-intrusion film will aid in the reduction the visibility from the exterior of the protected work space.
- The addition of anti-intrusion film will delay or eliminate physical access through existing windows without the need for pane replacement. Delayed access into work spaces provides valuable time for City of Fargo employees to get to a place of safety during an attempted breech of existing windows.

Fiscal Administration

This is a reimbursement grant. Facilities Management incurs eligible costs first and then submits reimbursement requests to NDDES with supporting documentation. No funds are advanced to the City. Grant activity will be tracked under project code BG01 and managed in accordance with the City of Fargo Grants Administrative Policy.

Any equipment meeting the City's capital asset threshold will be recorded on a Fixed Asset Addition Form at the time of purchase and reported on the grant inventory at closeout. Equipment acquired under this award remains subject to federal disposition requirements at 2 C.F.R. § 200.313 for the life of the property.

Procurement

All purchases will comply with City of Fargo Purchasing Policy and with federal procurement standards at 2 C.F.R. §§ 200.318 through 200.326. Procurement Standards as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities). Quotes must be obtained within the project period of performance.

Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted. Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Upon request, NDDES prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.

Reporting and Grant Administration

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at https://grants.des.nd.gov on the Project page under Progress Monitoring tab.

Progress reports on the status of the project must be submitted to NDDES quarterly through the NDDES grant portal (https://grants.des/nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.

Anticipated Timeline

The Notice of Grant Award is dated July 30, 2026 and directs that acceptance steps be completed within 10 days of that date.

Work on this grant will begin September 2026.The period of performance runs through May 2028.

Recommended Motion

1. Accept the FY 2025 State Homeland Security Grant Program award in the amount of $50,000 and authorize the Mayor Josh Boschee or appropriate signatory to sign and initial the North Dakota Department of Emergency Services (NDDES) Notice of Grant Award and Special Conditions.
2. Approve an adjustment to the Facilities Management budget as follows.

Revenue Account

101-0000-331.12-42 Operating Indirect/NDDES— $50,000

Total: $50,000

Expense Account

101-1050-409.43-10 Repair and Maintenance/Building Repairs — $50,000

Total: $50,000

Attachments

City_Hall_FY_2025_SHSP_Award_Documents

NORTH Dakota | Emergency Services
Be Legendary.

July 30, 2026

City of Fargo
Josh Boschee, Mayor of Fargo
225 4th St N
Fargo, ND 58102

Dear Josh Boschee:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDES) Division of Homeland Security; your grant application submitted for the FY 2025 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of $50,000.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDES within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial first page of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and initialed Special Conditions page into the NDDES Grants System (https://grants.des.nd.gov) to the Project page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the Project page. (Note: A documented procurement policy is required per 2 CFR §200.318(a)).

Procurement Requirements

Federal 2 CFR §200.318-200.326 Procurement Standards as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of $15,000 or more **must** obtain a **minimum** of **three quotes** (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be **excluded** from competing on those procurements. (2 CFR §200.319(b)) regardless of cost of project. Avoid conflicts of interest (2 CFR §200.318(c)).

Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDES prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.

NORTH Dakota | Emergency Services
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NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist for more information on the types of documentation you will need to provide to NDDES to show compliance. This information can be found at General Resources (Non-Disaster) - grants.des.nd.gov.

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. More information and a current list of State Contracts can be found at State Contracts and Cooperative Purchasing | Office of Management and Budget North Dakota. Click on the State Contracts List Select button. You may be asked to verify your browser. Select **Active** from the dropdown box under **Status** at the top of the page Select **Yes** from the dropdown box under **Cooperative Agreement?** At the top of the page.

Project Reporting

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at https://grants.des.nd.gov on the Project page under Progress Monitoring tab.

Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at https://grants.des.nd.gov
2. On your home page click on **FY 2025 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Dave Rice at 701-328-8100 with any questions.

Sincerely,

Debbie LaCombe

Debbie LaCombe
Preparedness Chief

NORTH Dakota | Emergency Services
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NDDES

NOTICE OF GRANT AWARD		
Recipient Contact Name: Debbie LaCombe	**Recipient Contact #:** 701-328-8119	
Title of Grant Program: FY 2025 State Homeland Security Grant Program		
CFDA No. 97.067 SHSP	**Federal Award to NDDES:** $4,362,750	
Federal Award Identification Number: EMW-2025-SS-05047	**Federal Award Date:** September 26, 2025	
This award is **not** for R&D.	**Indirect Cost Rate:** 0% - ND does not have an approved ICR.	
Federal Awarding Agency: U.S. Department of Homeland Security		
Subrecipient Name and Address City of Fargo 225 4th St N Fargo, ND 58102	**Subrecipient Authorized Contact Name:** Collin Gnoinsky Telephone: 701-212-0472 Email: CJGnoinsky@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	**Subrecipient Grant Number:** 27	**County/Tribe:** Cass
Period of Performance/Budget Period:	**Start Date:** July 30, 2026	**End Date:** May 31, 2028
Total Federal Funds Obligated: $50,000.00	**Subrecipient Cost Share:** $0.00	**Total Project Cost:** $50,000.00

Project Description: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.

Reporting Requirements: Progress reports on the status of the project must be submitted to NDDES quarterly through the NDDES grant portal (https://grants.des/nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.

Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.

Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following:

1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Polices for Federal Programs which can be found at General Resources (Non-Disaster) - grants.des.nd.gov.
2) Applicable Federal and State laws and regulations.
3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.

This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.

Evidence of Subrecipient's Acceptance		**Evidence of NDDES Approval**	
Signature	Date	Darin Hanson Signature	7/30/2026 Date
Name and Title of Authorized Representative Josh Boschee Mayor of Fargo		**Name and Title of Authorized Representative** Darin Hanson Director, HSEM	

NORTH Dakota | Emergency Services
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NDDES

SPECIAL CONDITIONS
State Homeland Security Grant Program (SHSP)

NDDES Terms and Conditions

1. NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs
Sub-recipient is required to also follow the applicable provisions of the NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDES Grants website at General Resources (Non-Disaster) - grants.des.nd.gov.

2. Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, you must request prior written approval from NDDES. NDDES will forward the request to FEMA for review.

3. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout
Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDES Grants Management System at https://grants.des.nd.gov.

4. Un-expended Funds
At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated.

5. Award Acceptance
The Notice of Grant Award and these Special Conditions and the Federal Agreement Articles constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipient is certifying acceptance of the terms and conditions of the award.

Federal Program Specific Terms and Conditions

Article 48 **Environmental Planning and Historic Preservation (EHP) Review**
DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Celan Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the

applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the Eos and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 **Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its in applicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 **Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award.

Article 51 **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award is no longer needed for the original project or program or the other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 **Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 **Indirect Cost Rate**

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and include in the award file.

Article 54 **Build America, Buy America Act (BABAA) Required Contract Provisions & Self-Certification**

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 **Summary of Award and Subprograms**

The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding and Operation Stonegarden (OPSG) funding. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.

Article 56 **HSGP Performance Goals**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR)or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article 57 **OPSG Program Performance Goals**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article 58 **Operation Stonegarden Program Hold**
Not applicable.

Article 59 **Non-Applicability of Specific Agreement Articles**
Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60 **State Homeland Security Program: Compliance with Federal Immigration Law** *(See Article 61, Article 62, Article 63, and Article 64 below for sections of this Article that are no longer applicable).*
The following term applies to State Homeland Security Program funding under this award: 1. Prohibition a. The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to the funding provided under the relative risk methodology pursuant to Section2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)). b. The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations. c. The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state, territorial or local recipient and subrecipients must certify under penalty of perjury pursuant to 28U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information

sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition

Article 61 **State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles**

The following term applies to State Homeland Security Program funding under this award: Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package

Article 62 **State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction**

The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No.3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

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Article 63 **State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction**

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206(D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package;(2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law "Agreement Article. If the injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 64 **Operation Stonegarden: Non-Applicability of Specific Terms and Agreement Articles**

The following term applies to Operation Stonegarden funding under this award. Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 65 **Period of Performance and Budget Period**

See your award document.

Article 66 **This article has been removed**

Article 67 **Amended Award Amount Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI)**

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No.1:25-cv-00495, dated December 22, 2025, and Information Bulletin (IB) 540, the amount of funding awarded by this Fiscal Year 2025 Homeland Security Grant Program (HSGP) grant has been amended to reflect the amount set forth in the Notice of Funding Opportunity dated August 1, 2025. Further, the "Summary Description of Award and Subprograms" is amended to read as follows: The purpose of the FY 2025HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) and Operation Stonegarden (OPSG). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.

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DHS Standard Terms and Conditions
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FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at https://www.dhs.gov/publication/dhs-standard-terms-and-conditions.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.

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C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

(2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. *CHIPS and Science Act of 2022*, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:

(a) Award number,

(b) Name of PI or Co-PI being reported,

(c) Awardee name,

(d) Awardee address,

(e) AOR name, title, phone, and email address,

(f) Indication of the report type:

(i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.

(ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.

(iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.

(3) Definitions.

(a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.

(b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.

(c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.

(d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

(e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. *Civil Rights Act of 1964 – Title VI*

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS

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implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. *Civil Rights Act of 1968*

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

(a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;

(b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;

(c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;

(d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and

(e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

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(2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.

(3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

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XV. *Energy Policy and Conservation Act*

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

(a) DEI means "diversity, equity, and inclusion."

(b) DEIA means "diversity, equity, inclusion, and accessibility."

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

(d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.

(e) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(f) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and

(ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.

(iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

FY 2025 DHS STANDARD TERMS AND CONDITIONS

(4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. *False Claims Act* and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXIV. Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

(a) cybersecurity;

(b) foreign travel security;

(c) research security training; and

(d) export control training, as appropriate.

(2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

FY 2025 DHS STANDARD TERMS AND CONDITIONS

(a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

(2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(i) applying the domestic content procurement preference would be inconsistent with the public interest;

(ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

(b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

(c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

(4) *Definitions*. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

(a) If the recipient fails to comply with the terms and conditions of the federal award;

(b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or

(c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

(3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

(4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

(5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001*, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. *Whistleblower Protection Act*

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Facilities

REQUESTED BY: Facilities **PROJECT NUMBER :**

DATE PREPARED: 8/13/2026

DESCRIPTION OF REQUEST: Budget Adjustment for State Homeland Grant CFDA 97.067, anti-intrusion film on the first floor of City Hall.

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
Intergovernmental Rev - State		$ 50,000	= $ 50,000
			= $ -
	+		= $ -
	+		= $ -
	TOTAL REVENUE ADJUSTMENTS:	$ 50,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
Facilities - Supplies		$ 50,000	= $ 50,000
			= $ -
			= $ -
			= $ -
	+		= $ -
	+		= $ -
	+		= $ -
	TOTAL EXPENSE ADJUSTMENTS:	$ 50,000	

***PLEASE NOTE:** Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.*

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June

Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON:

COMMISSION APPROVED ON:

ENTERED BY FINANCE: *Date:*

By:

BA#

Report of Action:
FAHR Meeting of August 10, 2026

____ Purpose Policy

____ Budget Adjustment/Reallocation

____ Personnel Request

_X_ Other Financial

Department: Water Treatment

Net Financial Impact: **$994,340.00**

Description: See attached memo. The Water Treatment Utility is requesting approval to increase the existing purchase order with Core & Main by $994,340 for Project WA2402 – Advanced Metering Infrastructure (AMI). The increase accounts for 2,000 Sensus Ally meters at $497.17 each that were ordered as part of the AMI project but were not included in the original Core & Main purchase order.

The Ally meters were included as a unit-priced specialty meter in Core & Main's competitively selected 2024 proposal. These meters provide remote shut-off capabilities that can be utilized by the Auditor's Office to improve workflow and efficiency. The 2,000 Ally meters have already been ordered and delivered to the City, with many already installed. The AMI project was originally anticipated to take three years to complete but is significantly ahead of schedule, with more than 86% of the overall meter installation completed after approximately 21 months. The requested PO increase will properly account for the Ally meters as the City works toward completing the remaining portion of the AMI project.

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve increasing the Purchase Order to Core & Main for Project WA2402 by $994,340.00 to account for the purchase of 2,000 Sensus Ally meters.

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
August 9, 2026

To: FAHR Committee

From: Troy B. Hall, Water Utility Director TBH

Re: PO Increase for Project WA2402 – Advanced Metering Infrastructure (AMI)

The Advanced Metering Infrastructure (AMI) involves the installation of over 30,000 water meters City-wide and is ahead of schedule. The Water Utility is requesting a PO increase of $994,340 for Project WA2402, Advanced Metering Infrastructure (AMI), to account for specialty meters ordered using unit pricing in the original 2024 Core & Main project proposal.

The Core & Main proposal was competitively selected in 2024 and approved the Fargo City Commission on April 1, 2024, for the overall AMI project. The initial Purchase Order setup for Core & Main did not include the cost of this specialty meter, called a Sensus Ally (Ally) meter (see attached 2024 Core & Main proposal with the unit cost for the Ally meter boxed in red).

The Sensus Ally (Ally) meter allows for remote shut off and turn on by the Auditor's Office, a branch of the Finance Department There were 2,000 Ally meters ordered early in the AMI project at a cost of $497.17 each, totaling $994,340. The installation addresses for the Ally meters were provided by the Auditor's Office to optimize workflow efficiency. The Ally meters have been ordered and delivered to the City of Fargo with many of them already installed.

The AMI project was intended to have a 3-year installation timeline. However, the project is significantly ahead of schedule and installation of meters is over 86% complete after about 21 months. Most of the water meters to complete the AMI project have been delivered by Core & Main to the City of Fargo, having been installed or are stored in inventory waiting for installation. Since the project is so far along, the costs of the Sensus Ally meters are important to be included in the Purchase Order for Core & Main to allow work toward finishing the last 14% of the project.

Recommended Motion:

Approve increasing the Purchase Order for Core & Main by $994,340 to account for the purchase of 2,000 Sensus Ally meters as a part of Project WA2402, Advanced Metering Infrastructure.

Your consideration in this matter is greatly appreciated.

CoRE

Attachment C - Proposed Project Cost Template
Package A.1 - Full Meter System Replacement with Solid State Meters

ORIGINAL

CAPITAL COSTS

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
		Water Meter Equipment Costs			
1	5/8-inch Water Meter	0	EA		$ -
2	3/4-inch Water Meter	26,582	EA	$ 106.04	$ 2,818,860.44
3	1-inch Water Meter	735	EA	$ 167.01	$ 122,753.45
4	1-1/2-inch Water Meter	1,459	EA	$ 786.52	$ 1,147,528.09
5	2-inch Water Meter	1,351	EA	$ 955.06	$ 1,290,280.90
6	3-inch Water Meter	339	EA	$ 1,246.67	$ 422,620.75
7	4-inch Water Meter	102	EA	$ 1,480.86	$ 151,047.33
8	6-inch Water Meter	28	EA	$ 2,527.13	$ 70,759.53
9	8-inch Water Meter	4	EA	$ 3,265.81	$ 13,063.23
10	10-inch Water Meter	11	EA	$ 5,480.18	$ 60,282.02
11	12-inch Water Meter	3	EA	$ 7,599.15	$ 22,797.46
				Subtotal	$ 6,119,993.19

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
		Meter Installation Costs			
12	5/8-inch Water Meter	0	EA		$ -
13	3/4-inch Water Meter	26,582	EA	$ 82.11	$ 2,182,522.11
14	1-inch Water Meter	735	EA	$ 82.11	$ 60,347.37
15	1-1/2-inch Water Meter	1,459	EA	$ 315.79	$ 460,736.84
16	2-inch Water Meter	1,351	EA	$ 315.79	$ 426,631.58
17	3-inch Water Meter	339	EA	$ 736.84	$ 249,789.47
18	4-inch Water Meter	102	EA	$ 947.37	$ 96,631.58
19	6-inch Water Meter	28	EA	$ 1,473.68	$ 41,263.16
20	8-inch Water Meter	4	EA	$ 2,631.58	$ 10,526.32
21	10-inch Water Meter	11	EA	$ 3,157.89	$ 34,736.84
22	12-inch Water Meter	3	EA	$ 3,684.21	$ 11,052.63
				Subtotal	$ 3,574,237.89

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
	Data Collection Hardware - Provide Quantities Required				
23	Encoder Registers		EA		$ -
24	Endpoints	30612	EA	$ 90.95	$ 2,784,161.40
25	Data Collector Units (DCUs)	4	EA	$ 24,299.52	$ 97,198.08
26	Server Head End Hardware		EA		$ -
27	Sensus 510M Dual Port SmartPoint	1	EA	$ 164.27	$ 164.27
28	Please Specify				$ -
29	Please Specify				$ -
30	Please Specify				$ -
				Subtotal	$ 2,881,523.75

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
		Other Capital Costs Not Listed Above			
31	Sensus Base Station Intallation	4	EA	$ 20,185.71	$ 80,742.84
32	Command Link	4	EA	$ 750.00	$ 3,000.00
33	Prop Study	1	EA	$ 823.53	$ 823.53
34	RNI SaaS Setup	1	EA	$ 7,956.25	$ 7,956.25
35	SA Setup	1	EA	$ 12,500.00	$ 12,500.00
36	SA Integration	1	EA	$ 6,875.00	$ 6,875.00
37	RNI Training	1	EA	$ 3,000.00	$ 3,000.00
38	SA Training	1	EA	$ 3,000.00	$ 3,000.00
39	C&M Project Management	1	EA	$ 35,000.00	$ 35,000.00
40	Please specify				$
				Subtotal	$ 152,897.62

Total Capital Costs for Package A.1 $ 12,728,652.46

←

Fixed Summed total to include cells F51 and F52 on all tabs

ANNUAL RECURRING COSTS

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
		Software			
41	SaaS Year 1 (10,000 meters installed)	1	EA	$ 38,662.50	$ 38,662.50
42	SaaS Year 2 (Full Deployment)	1	EA	$ 81,276.09	$ 81,276.09
43	SaaS Year 3 (Full Deployment)	1	EA	$ 83,714.13	$ 83,714.13
44	SaaS Year 4 (Full Deployment)	1	EA	$ 86,226.09	$ 86,226.09
45	SaaS Year 5 (Full Deployment)	1	EA	$ 88,813.04	$ 88,813.04
				Subtotal	$ 378,691.85

Item	Description	Quantity	Unit	Unit Cost	Extended Cost
		Other Annual Recurring Costs Not Listed Above			
46	Please specify				$ -
47	Please specify				$ -
48	Please specify				$ -
49	Please specify				$ -
50	Please specify				$ -
				Subtotal	$ -

Total Annual Recurring Costs for Package A.1 $ 378,691.85

Total Cost for Package A.1 $ 13,107,344.30

Bid Package Special Requirements - Additional Metering Capabilities

The City of Fargo is interested in strategically deploying water meters that contain remote shutoff, pressure monitoring, and temperature monitoring capabilities. Please provide water meter equipment costs for meters that have these capabilities.

Use the provided dropdowns to select an option; select 'yes' if the meter has the capability and 'no' if the meter does not have the capability.

Item	Description	Quantity	Unit	Unit Cost	Extended Cost	Remote Shutoff	Pressure Monitoring	Temperature Monitoring
Bid Package Special Requirements - Additional Capabilities								
51	5/8-inch Water Meter	1	EA		$ -			
52	3/4-inch Water Meter	1	EA	$ 497.17	$ 497.17	yes	yes	yes
53	1-inch Water Meter	1	EA	$ 572.60	$ 572.60	yes	yes	yes
54	1-1/2-inch Water Meter	1	EA	$ 1,740.99	$ 1,740.99	no	yes	yes
55	2-inch Water Meter	1	EA	$ 1,958.68	$ 1,958.68	no	yes	yes
56	3-inch Water Meter	1	EA	$ 2,358.42	$ 2,358.42	no	yes	yes
57	4-inch Water Meter	1	EA	$ 3,747.28	$ 3,747.28	no	yes	yes
58	6-inch Water Meter	1	EA	$ 5,602.04	$ 5,602.04	no	yes	yes
59	8-inch Water Meter	1	EA		$ -			
60	10-inch Water Meter	1	EA		$ -			
61	12-inch Water Meter	1	EA		$ -			

The meters with Additional Metering Capabilities above are Sensus ally and Cordonel
3 Base Stations are needed, but we priced 4 as requested.

Core & Main is proposing that the City of Fargo invest in our **"Right-Sizing Service"**. Right-sizing meters in water utilities ensures meters match the specific flow rates and usage patterns of each application/location. This practice aids your utility in **reducing water loss as well as revenue loss** due to inaccurately sized older large meters. Right-sizing **reduces the cost** to the utility of ownership and maintenance to the more appropriately sized meter and maintains a **higher accuracy and warranty for 20 years**.

(1) A.1 SOLID STATE METERS

Please see the proposed solution utilizing Solid State Meters below. This is Core & Main's suggested solution to the City of Fargo.

iPERL Residential Water Meter (3/4" – 1")

iPERL smart water meters offer unparalleled, low-flow accuracy with high-flow durability. iPERL meters use innovative magnetic technology to capture previously unmeasured low flow. iPERL meters increase returns while maximizing operational efficiency. With no moving parts, lead-free iPERL meters maintain their accuracy over a 20-year lifetime. With Advanced Metering Infrastructure (AMI) connectivity—as well as 14-condition, diagnostic, and lifetime alarms—iPERL meters provide a quick resolution to issues you may experience in the field. Features include:

- Improves operational efficiency and customer service
- Reduces non-revenue water, measuring flow rates as low as .1-.3 gpm
- Reduces maintenance and cost
- Installs horizontally, vertically or diagonally
- Prevents removal and tampering attempts to obtain free water
- Detects system leaks
- Allows remote management, monitoring and diagnosis
- Collects and logs system and customer data
- Preserves energy and optimizes power

FIGURE: IPERL WATER METER

ally Residential Water Meter (pressure, temperature, and remote disconnect) (3/4" – 1")

Sensus' next generation smart water meter, ally®, provides leading-edge metrology, smart water alarms, pressure and temperature sensors, and a remote actuated three-state valve. Innovative electromagnetic flow measurement technology provides utilities with enhanced accuracy ranges at both low and high flow rates and perpetual accuracy over the life of the product. The ally meter's measurement design has no moving parts and

FIGURE: ALLY WATER METER

Report of Action:
FAHR Meeting of August 10, 2026

____ Purchase Policy
_X_ Budget Adjustment/Reallocation
____ Personnel Request
____ Other Financial

Department: Police

Net Financial Impact: **$0**

Description: See attached memo. The Fargo Police Department is requesting approval to accept a $70,185 donation from the Fargo Police Foundation to purchase specialized equipment for the Department's Crowd Management Team (CMT). The equipment will enhance officer communication, identification, protection, and operational readiness during special events, mass gatherings, and First Amendment demonstrations.

The donation will fully fund helmet-mounted hearing protection and communication systems, respirator microphones, elbow and knee protection, bandoliers, team identification patches, and upgraded restraint systems. The communication systems and respirator microphones were competitively solicited through RFQ26257 and RFQ26258, with three bids received for each product.

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve acceptance of the $70,185 donation from the Fargo Police Foundation for Crowd Management Team equipment and related budget adjustment as presented.

FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

NEIGHBORHOOD SERVICES DIVISION

MEMORANDUM

To: FAHR Committee and City Commissioners

From: Captain Travis Moser TM

Date: July 30, 2026

RE: Acceptance of Fargo Police Foundation Donation for Crowd Management Team (CMT)

Dear City Commissioners,

The Fargo Police Department respectfully requests approval to accept a donation from the Fargo Police Foundation in the amount of $70,185.00 to support the acquisition of specialized equipment to enhance the performance of the Fargo Police Department's Crown Management Team. These funds were formally approved by the Fargo Police Foundation on July 21, 2026.

The Fargo Police Department Crowd Management has become a staple in operational readiness at special events, mass gatherings, and during first amendment demonstrations. Communication, specialty gear, and identification of CMT members is paramount for operational safety.

This approval will allow the Fargo Police Crowd Management Team to purchase communication headsets, respirator integrated comms microphones, elbow and knee impact protection, team identification patches, upgraded restraint systems, and a system to carry extra supplies of non-lethal equipment.

The total donation will fully cover the following costs:

- 35 Helmet Mounted Hearing Protection and Communication Systems-$55,700
- 35 Avon Respirator Microphones-$10,494.00
- 35 sets of Discrete Impact Protection (Elbow and Knee) $1,682.00
- 6 Bandoliers $384.00
- Team Identification Patches $395.00
- Upgraded restraint systems $2, 160.00

The headset communication systems, and respirator microphones followed a formal competitive process through RFQ26257 and RFQ2658, which generated three competitive bids for each product. Based on the results and experiences with each one of these companies, the preferred vendor for the headset communication system is Balco Uniforms and the preferred vendor for the respirator microphones is Streichers Inc.

This entire project will be fully funded through the generous donation of the Fargo Police Foundation. This initiative aligns directly with the Foundation's mission and vision to invest in staff wellness, enhance public safety, and strengthen police-community relationships by ensuring the Fargo Police Crowd Management Team meets national best practices. The Fargo Police Foundation demonstrated its commitment to providing the Fargo Police Department with tools to meet evolving public safety needs.

We appreciate the Committee's consideration and ongoing support of public safety efforts.

We respectfully request a motion to:

- Accept the $70,105 donation into revenue account = 101-0000-365-85-00
- Utilize identified expense account line = 101-5045-411-74-10
- PD95 = project code to track all expenses related to this project
- Request for Quote # 26257 and # 26258
- See attached documents.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Fargo Police Department

REQUESTED BY: Captain Travis Moser

PROJECT NUMBER : *PD95*

DATE PREPARED: 7/23/2026

DESCRIPTION OF REQUEST: Accept Fargo Police Foundation Request Totaling in [illegible] for the purchase of equipment [illegible] the Crowd Management Team

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101-0000-365-85-00			$70,185.00	=	$ 70,185
				=	$ -
	+			=	$ -
	+			=	$ -
		TOTAL REVENUE ADJUSTMENTS:	$ 70,185		

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101-5045-411-74-10			70, 185.00	=	70, 185.00
				=	$ -
	+			=	$ -
	+			=	$ -
	+			=	$ -
	+			=	$ -
	+			=	$ -
		TOTAL EXPENSE ADJUSTMENTS:	$ 70,185		

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June

Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: ____________________

COMMISSION APPROVED ON: ____________________

ENTERED BY FINANCE: ***Date:*** ____________________

By: ____________________

BA# ____________________

Report of Action:
FAHR Meeting of August 10, 2026

____ Purpose Policy
__X__ Budget Adjustment/Reallocation
____ Personnel Request
____ Other Financial

Department: SWAT

Net Financial Impact: **$0**

Description: See attached Memo. SWAT requests approval of FY 2025 State Homeland Security Grant program, CFDA 97.067, award of $189,116.00 for various equipment purchases in Tactical operation along with Crisis Negotiations.

Budget Adjustment attached.

At their meeting, FAHR endorsed this request.

Suggested Motion:
Accept the FY 2025 State Homeland Security Grant Program award in the amount of $189,116 for various equipment purchases in Tactical operation along with Crisis Negotiations along with related budget adjustment as presented.

RED RIVER VALLEY S.WA.T.

MEMORANDUM

To: F.A.H.R. Committee

From: LT Nate Nieman

Date: 08/06/2026

RE: Acceptance of the FY 2025 State Homeland Security Grant Program – CFDA 97.067

Background

The Fargo Police Department has been awarded **$189,116.00** from the North Dakota Department of Emergency Services (NDDES) under the FY 2025 State Homeland Security Grant Program (SHSP) – Regional. The award supports equipment that sustains and enhances the operational capability of the Red River Valley SWAT Team. **There is no requirement for the City of Fargo to match any portion of this award; cost share is $0.00.**

The State Homeland Security Grant Program assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism and other catastrophic events. Regional awards under this program fund shared capabilities that serve multiple jurisdictions rather than a single agency.

I respectfully request that the F.A.H.R. Committee recommend acceptance of this award and approval of the associated budget adjustment.

Award Summary

Grant program	FY 2025 State Homeland Security Grant Program – Regional
Assistance Listing (CFDA)	97.067
Federal Award Identification Number	EMW-2025-SS-05047
Federal award date	September 26, 2025
Federal awarding agency	U.S. Department of Homeland Security
Pass-through entity	North Dakota Department of Emergency Services
Subrecipient	City of Fargo (Police Department)
NDDES grant number	PS10
Total federal funds obligated	$189,116.00
Subrecipient cost share	$0.00
Period of performance	July 31, 2026 through August 31, 2028
City project code	PDES16

Regional Team Supported

The Red River Valley SWAT Team is a multi-agency regional tactical team hosted by the Fargo Police Department. Its primary operational area is the southeastern quarter of North Dakota and western Minnesota. The Team responds to high-risk incidents including warrant service and apprehensions, active threat and active shooter situations, barricaded subjects, hostage rescue, terrorism threats, dignitary protection, and high-risk security operations at special events.

Because SHSP – Regional funding carries no local cost share, this award delivers and sustains regional response capability at no cost to City of Fargo taxpayers.

Use of Funds

The award funds equipment supporting two areas of the Red River Valley SWAT Team mission:

Tactical Operations

- Personal protective equipment
- Night vision optics
- Team communications equipment
- Trauma supplies

Crisis Negotiations

- Cold-weather protective equipment
- Vehicle-mounted long-range communication equipment to facilitate negotiations
- Remotely operated equipment to establish situational awareness and reduce personnel exposure at high-risk scenes

This equipment improves the safety and effectiveness of Red River Valley SWAT Team personnel during high-risk incidents.

Program Context

This award represents the first year of a three-year strategic funding plan covering FY 2025 through FY 2027, which NDDES requires of regional teams as the basis for annual project applications. It is a planned and previously scoped request rather than a new or unanticipated one.

NDDES advised the Fargo Police Department on July 13, 2026 that FY 2025 awards for law enforcement projects had been delayed by a federal programmatic hold. That hold has since been released, which is why an FY 2025 award is being presented for acceptance in August 2026. The Notice of Grant Award is dated July 31, 2026.

Fiscal Administration

This is a reimbursement grant. The City of Fargo incurs eligible costs first and then submits reimbursement requests to NDDES with supporting documentation. No funds are advanced to the City. Because the award exceeds $100,000, it is classified as a major grant under the City of Fargo Grants Fiscal Cash Management Policy, which directs that major grants "be drawn upon a monthly basis, or as often as allowed per the grant agreement," with reimbursement requests processed and sent to the grantor within ten working days of the end of the month. Reimbursement requests will be submitted on that cadence for any month in which eligible costs are incurred. Grant activity will be tracked under project code PDES16 and managed in accordance with City of Fargo Grants Administrative Policy.

Any equipment meeting the City's capital asset threshold will be recorded on a Fixed Asset Addition Form at the time of purchase and reported on the grant inventory at closeout. Equipment acquired under this award remains subject to federal disposition requirements at 2 C.F.R. § 200.313 for the life of the property.

Procurement

All purchases will comply with City of Fargo Purchasing Policy and with federal procurement standards at 2 C.F.R. §§ 200.318 through 200.326. The NDDES award letter states that "Projects with an aggregate cost of $15,000 or more must obtain a minimum of three quotes (each from a different vendor)," that "Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services," that "Quotes must be obtained within the project period of performance," and that "Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted."

The period of performance began July 31, 2026, so quotes may now be solicited. Quotes for this project will be obtained within the period of performance; any pricing gathered for planning purposes before that date will be re-quoted. Where applicable, quotes will be submitted to NDDES for compliance review before any purchase is made. Any single purchase exceeding $50,000 will be brought to the Board of City Commissioners for approval consistent with City purchasing policy.

Reporting and Grant Administration

Quarterly progress reports are required while the grant project is active and are due January 15, April 15, July 15, and October 15, with a final report due at closeout. City of Fargo Emergency Management will administer progress reporting, reimbursement requests, and project closeout in coordination with the Red River Valley SWAT Team, as it has done for prior State Homeland Security Grant Program - Regional awards to the Fargo Police Department.

Anticipated Timeline

The Notice of Grant Award is dated July 31, 2026 and directs that the acceptance steps be completed within ten days of that date. The award letter also states: "If you need additional time to obtain signatures due to local administrative requirements, please inform NDDES within the 10-day period." NDDES has been notified that additional time is needed to complete City review and signature.

Work on this grant will begin at the end of August 2026. The period of performance runs through August 31, 2028, and all activity, including procurement, receipt of equipment, reimbursement, and closeout, must be completed within that period.

Prior Grant Performance

The Fargo Police Department has administered prior State Homeland Security Grant Program – Regional awards on behalf of the Red River Valley SWAT Team and Red River Valley Bomb Squad, including the FY 2022 and FY 2023 awards, both of which have received signed closeout letters from NDDES. The FY 2024 award remains in its period of performance with quarterly progress reporting current.

Recommended Motion

1. Accept the FY 2025 State Homeland Security Grant Program – Regional award in the amount of $189,116.00 and authorize the Mayor to sign and initial the North Dakota Department of Emergency Services Notice of Grant Award and Special Conditions.
2. Approve an adjustment to the Fargo Police Department budget as follows.

Revenue Account

[216-0000-331-14-50] (Federal Grant Revenue – SHSP) – **$189,116.00**

Total: $189,116.00

Expense Account

[216-5016-411-74-10] (Red River Valley SWAT – [Machinery & Equipment]) – **$189,116.00**

Total: $189,116.00

Attachments

North Dakota Department of Emergency Services FY 2025 State Homeland Security Grant Program Notice of Grant Award and Special Conditions

NORTH Dakota | Emergency Services
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7/31/2026

City of Fargo (Police Dept)
Josh Boschee, Mayor of Fargo
105 25th Street North
Fargo, ND 58102

Dear Josh Boschee:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDES) Division of Homeland Security; your grant application submitted for the FY 2025 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of $189,116.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDES within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial first page of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and initialed Special Conditions page into the NDDES Grants System (https://grants.des.nd.gov) to the Project page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the Project page. (Note: A documented procurement policy is required per 2 CFR §200.318(a)).

Procurement Requirements

Federal 2 CFR §200.318-200.326 Procurement Standards as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of $15,000 or more **must** obtain a **minimum** of **three quotes** (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be **excluded** from competing on those procurements. (2 CFR §200.319(b)) regardless of cost of project. Avoid conflicts of interest (2 CFR §200.318(c)).

Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDES prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.

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NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist for more information on the types of documentation you will need to provide to NDDES to show compliance. This information can be found at General Resources (Non-Disaster) - grants.des.nd.gov.

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. More information and a current list of State Contracts can be found at State Contracts and Cooperative Purchasing | Office of Management and Budget North Dakota. Click on the State Contracts List Select button. You may be asked to verify your browser. Select **Active** from the dropdown box under **Status** at the top of the page Select **Yes** from the dropdown box under **Cooperative Agreement?** At the top of the page.

Project Reporting

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at https://grants.des.nd.gov on the Project page under Progress Monitoring tab.

Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at https://grants.des.nd.gov
2. On your home page click on **FY 2025 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Dave Rice at 701-328-8100 with any questions.

Sincerely,

Debbie LaCombe

Debbie LaCombe
Preparedness Chief

NORTH Dakota | Emergency Services
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NDDES

NOTICE OF GRANT AWARD

Recipient Contact Name: Debbie LaCombe | **Recipient Contact #:** 701-328-8119

Title of Grant Program: FY 2025 State Homeland Security Grant Program

CFDA No. 97.067 SHSP | **Federal Award to NDDES:** 4362750

Federal Award Identification Number: EMW-2025-SS-05047 | **Federal Award Date:** September 26, 2025

This award is **not** for R&D. | **Indirect Cost Rate:** 0% - ND does not have an approved ICR.

Federal Awarding Agency: U.S. Department of Homeland Security

Subrecipient Name and Address	**Subrecipient Authorized Contact Name:**
City of Fargo (Police Dept) 105 25th Street North Fargo, ND 58102	Thomas Shaw Telephone: 701-241-1416 Email: tshaw@fargond.gov

Subrecipient UEI:	**Subrecipient Grant Number:**	**County/Tribe:**
K2QJQZVH5PM6	10	Cass
Period of Performance/Budget Period:	**Start Date:** 7/31/2026	**End Date:** 8/31/2028
Total Federal Funds Obligated: $189,116.00	**Subrecipient Cost Share:** $0.00	**Total Project Cost:** $189,116.00

Project Description: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.

Reporting Requirements: Progress reports on the status of the project must be submitted to NDDES quarterly through the NDDES grant portal (https://grants.des/nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.

Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.

Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following:

1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Polices for Federal Programs which can be found at General Resources (Non-Disaster) - grants.des.nd.gov.
2) Applicable Federal and State laws and regulations.
3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.

This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.

Evidence of Subrecipient's Acceptance		**Evidence of NDDES Approval**	
Signature	Date	Signature	Date
Name and Title of Authorized Representative Josh Boschee Mayor of Fargo		**Name and Title of Authorized Representative** Darin Hanson Director, HSEM	

NORTH Dakota | Emergency Services

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NDDES

SPECIAL CONDITIONS
State Homeland Security Grant Program (SHSP)

NDDES Terms and Conditions

1. NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs
Sub-recipient is required to also follow the applicable provisions of the NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDES Grants website at General Resources (Non-Disaster) - grants.des.nd.gov.

2. Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, you must request prior written approval from NDDES. NDDES will forward the request to FEMA for review.

3. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout
Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDES Grants Management System at https://grants.des.nd.gov.

4. Un-expended Funds
At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated.

5. Award Acceptance
The Notice of Grant Award and these Special Conditions and the Federal Agreement Articles constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipient is certifying acceptance of the terms and conditions of the award.

Federal Program Specific Terms and Conditions

Article 48 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Celan Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations, and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the Eos and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 **Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its in applicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 **Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award.

Article 51 **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award is no longer needed for the original project or program or the other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 **Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 **Indirect Cost Rate**

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and include in the award file.

Article 54 **Build America, Buy America Act (BABAA) Required Contract Provisions & Self-Certification**

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 **Summary of Award and Subprograms**

The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding and Operation Stonegarden (OPSG) funding. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.

Article 56 **HSGP Performance Goals**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR)or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article 57 **OPSG Program Performance Goals**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article 58 **Operation Stonegarden Program Hold**
Not applicable.

Article 59 **Non-Applicability of Specific Agreement Articles**
Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60 **State Homeland Security Program: Compliance with Federal Immigration Law** *(See Article 61, Article 62, Article 63, and Article 64 below for sections of this Article that are no longer applicable).*
The following term applies to State Homeland Security Program funding under this award: 1. Prohibition a. The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to the funding provided under the relative risk methodology pursuant to Section2007 of the Homeland Security Act of 2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6 U.S.C. § 605(e)). b. The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations. c. The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state, territorial or local recipient and subrecipients must certify under penalty of perjury pursuant to 28U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information

sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition

Article 61 **State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles**

The following term applies to State Homeland Security Program funding under this award: Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package

Article 62 **State Homeland Security Program: Impact of San Francisco v. Trump Preliminary Injunction**

The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No.3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

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Article 63 **State Homeland Security Program: Impact of State of Illinois v. FEMA Injunction**

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206(D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package;(2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “State Homeland Security Program: Compliance with Federal Immigration Law ”Agreement Article. If the injunction is stayed, vacated, or extinguished, the “State Homeland Security Program: Compliance with Federal Immigration Law” Agreement Article will immediately become effective.

Article 64 **Operation Stonegarden: Non-Applicability of Specific Terms and Agreement Articles**

The following term applies to Operation Stonegarden funding under this award. Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package.

Article 65 **Period of Performance and Budget Period**

See your award document.

Article 66 **This article has been removed**

Article 67 **Amended Award Amount Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI)**

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No.1:25-cv-00495, dated December 22, 2025, and Information Bulletin (IB) 540, the amount of funding awarded by this Fiscal Year 2025 Homeland Security Grant Program (HSGP) grant has been amended to reflect the amount set forth in the Notice of Funding Opportunity dated August 1, 2025. Further, the “Summary Description of Award and Subprograms” is amended to read as follows: The purpose of the FY 2025HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) and Operation Stonegarden (OPSG). These grant programs fund a range of activities, including planning, organization, equipment purchase, training, and exercises across all core capabilities and mission areas.

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DHS Standard Terms and Conditions
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FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at https://www.dhs.gov/publication/dhs-standard-terms-and-conditions.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

(2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. *CHIPS and Science Act of 2022*, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include:

(a) Award number,

(b) Name of PI or Co-PI being reported,

(c) Awardee name,

(d) Awardee address,

(e) AOR name, title, phone, and email address,

(f) Indication of the report type:

(i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made.

(ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.

(iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act.*

(3) Definitions.

(a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.

(b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.

(c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.

(d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

(e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

VII. *Civil Rights Act of 1964 – Title VI*

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. *Civil Rights Act of 1968*

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:

(a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;

(b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;

(c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;

(d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and

(e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation.

(2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.

(3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

X. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

XI. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

XII. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XIII. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

XIV. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

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XV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (a) DEI means "diversity, equity, and inclusion."
- (b) DEIA means "diversity, equity, inclusion, and accessibility."
- (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.
- (d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.
- (e) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.
- (f) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

- (a) By accepting the grant award, recipients are certifying that:
  - (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and
  - (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
  - (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

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(4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. *False Claims Act* and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXIV. Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

    (a) cybersecurity;

    (b) foreign travel security;

    (c) research security training; and

    (d) export control training, as appropriate.

(2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

FY 2025 DHS STANDARD TERMS AND CONDITIONS

(a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

(2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(i) applying the domestic content procurement preference would be inconsistent with the public interest;

(ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

(b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

(c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

(4) *Definitions*. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

(a) If the recipient fails to comply with the terms and conditions of the federal award;

(b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or

(c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

(3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

(4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

(5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001*, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. *Whistleblower Protection Act*

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Red River Valley SWAT

REQUESTED BY: Lt. Nate Nieman

PROJECT NUMBER :

DATE PREPARED: 8/6/2026

DESCRIPTION OF REQUEST: Accept the FY 2025 State Homeland Security Grant Program – Regional award of $189,116 and authorize the Mayor to sign and initial the North Dakota Department of Emergency Services Notice of Grant Award and Special Conditions.

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-0000-331.14-50	$ 189,116		$ 189,116
			=
		+	=
		+	= $ -

TOTAL REVENUE ADJUSTMENTS:	$ 20,000

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.74-10	$ 189,116		= $ 189,116
			= $ -
		+	= $ -
		+	= $ -
		+	= $ -
		+	= $ -
		+	= $ -

TOTAL EXPENSE ADJUSTMENTS:	$ 189,116

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June

Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: ______________________

COMMISSION APPROVED ON: ______________________

ENTERED BY FINANCE: ***Date:*** ______________________

By: ______________________

BA# ______________________

THE CITY OF Fargo FAR MORE

Report of Action:
FAHR Meeting of August 10, 2026

____	Purchase Policy
X	Budget Adjustment/Reallocation
____	Personnel Request
X	Other Financial

Department: SWAT

Net Financial Impact: **$0**

Description: See attached Memo. SWAT has been awarded a donation from OK Tire to provide wheels and tires for their Ford F-450 Rook Truck.

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the donation of $1,953.68 from OK Tire along with the budget adjustment as presented.

RED RIVER VALLEY S.WA.T.

To: FAHR Committee

From: LT Nate Nieman

Date: 08/04/2026

Re: Acceptance of Donation – OK Tire (Shawn Eggermont) / Red River Valley SWAT Team

The Red River Valley SWAT Team has identified upgrading the Ford F-450 Rook Truck tires and refinishing the wheels as a long-term operational priority. Since receiving the vehicle, the factory tires have repeatedly proven inadequate for the demanding environments in which the Rook Truck is deployed. SWAT operations frequently require travel through adverse weather, unimproved roads, mud, snow, and other challenging terrain. On multiple occasions, the Rook Truck and trailer have become stuck during deployments, requiring the Rook to be unloaded to recover the truck and trailer or additional recovery methods to be utilized. These situations have delayed operations and have the potential to negatively impact mission effectiveness during critical incidents.

One of our Crisis Negotiations Team Leaders discussed this operational need with Shawn Eggermont, Sales Manager at OK Tire. In appreciation for the work performed by the Red River Valley SWAT Team, Mr. Eggermont has generously offered to donate six (6) Sailun S740 Drive Tires (225/70R19.5), mounting and computer balancing, and powder coating of the four wheels at no cost to the City of Fargo or the SWAT Team.

The estimated value of the donated equipment and services is **$1,953.68**, consisting of six tires ($1,018.68), mounting and balancing ($135.00), and powder coating of four wheels ($800.00).

This donation will significantly improve the safety, reliability, and off-road capability of the Rook Truck while enhancing the team's ability to respond effectively to high-risk incidents throughout the Red River Valley.

On behalf of the Red River Valley SWAT Team, I respectfully request acceptance of this generous in-kind donation from OK Tire and Shawn Eggermont. We sincerely appreciate their commitment to supporting law enforcement and the safety of the communities we serve.

Recommended Motion:

Approve the acceptance of the in-kind donation from OK Tire, through Sales Manager Shawn Eggermont, consisting of six (6) Sailun S740 Drive Tires (225/70R19.5), mounting and balancing services, and powder coating of four (4) wheels, with an estimated total value of **$1,953.68**, for use on the Red River Valley SWAT Team Ford F-450 Rook Truck.

OK TIRE STORES

QUOTE

Invoice Date	Cust No.	Order No	Page	Invoice No.
08/03/2026	60001	06 - 182993	1 / 1	

License: Mileage: 0

OK Tire Fargo Retail 06
2300 Main Ave
Fargo, ND 58103
Phone: (701) 237-6525

Sold To: FARGO PD SWAT
C/O CHRIS AND KYLE

Ship To:

Purchase Ord. No.	Sales Person	Main Phone	Other Phone	Ship Via	Terms: Cash Entered: SE
	133				

Item No.	Description	Qty Ordered	Qty Shipped	F.E.T.	Price	Net Extension
5541271	225/70R19.5 SAILUN S740 DRV	6	6	4.44	165.34	1,018.68
BA01	COMPUTER WHEEL BALANCE	6	6		22.50	135.00
5910	POWDER COATING 4 WHEELS	1	1		800.00	800.00

DO NOT PAY. THIS IS A QUOTE.

Lug nuts must be re-torqued within 50 to 100 miles of initial tightening.
Tires should be rotated every 5,000 to 6,000 miles.
All returned product is subject to inspection prior to credit being issued. Any product returned after 30 days from invoice date is subject to a 15% restocking fee. Discontinued or special order product is not elegible for return.

Sub-Total Parts:	**1,818.68**
Sub-Total Labor:	**135.00**
Non-Taxable Amount:	**1,953.68**
Taxable Amount:	**0.00**
Total:	**1,953.68**

X ______________________________

Customer Authorization for Estimate

ALL CREDIT CARD PAYMENTS WILL RECEIVE A 3% SURCHARGE IN ADDITION TO THE INVOICE AMOUNT

Report of Action:
FAHR Meeting of August 10, 2026

THE CITY OF Fargo FAR MORE

____ Purchase Policy
__X__ Budget Adjustment/Reallocation
____ Personnel Request
____ Other Financial

Department: Finance

Net Financial Impact: **$0**

Description: Finance requests a budget adjustment to move budget revenues associated with the State of North Dakota's Primary Residence Credit from Property Tax Revenue to Intergovernmental State Revenue, as per GASB standards. The adjustment is requested at $5.7M to correlate with State Receipts.

Following the meeting, FAHR endorsed this request.

Suggested Motion:
Approve a budget adjustment to move Primary Tax Credit revenue from Property Tax to Intergovernmental Revnue, in the amount of $5.7 million. See budget adjustment.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Finance

REQUESTED BY: Finance

PROJECT NUMBER :

DATE PREPARED: 8/13/2026

DESCRIPTION OF REQUEST: Reclassify budget revenues approximating Primary Resident Credit 2026 Receipts from Property Tax Rev to Intergovernmental Revenue.

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

REVENUE ACCOUNT NUMBER:		CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-311-10-00	Property Tax Revenue	$	(5,700,000) =	$ (5,700,000)
101-0000-335-74-00	PRC Intergov Rev	$	5,700,000 =	$ 5,700,000
		+	=	$ -
		+	=	$ -
		TOTAL REVENUE ADJUSTMENTS:	$ -	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		S1	$ -
		=	$ -
		=	$ -
		=	$ -
	+	=	$ -
	+	=	$ -
	+	=	$ -
	TOTAL EXPENSE ADJUSTMENTS:	$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June
Jul	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: ____________________

COMMISSION APPROVED ON: ____________________

ENTERED BY FINANCE: ***Date:*** ____________________

By: ____________________

BA# ____________________

Report of Action:
FAHR Meeting of August 10, 2026

____ Purchase Policy
__X_ Budget Adjustment/Reallocation
____ Personnel Request
____ Other Financial

Department: Finance/PD

Net Financial Impact: **$0 (Budget Adjustment, only)**

Description: Finance and Police request a budget adjustment to adjust the 2026 budget to account for only 6 months of the Axon body camera expense, rather than a full 12 months. The new contract commenced in July 2026 so 6 months' expense will be recorded.

Following the meeting, FAHR endorsed this request.

Suggested Motion:
Approve a budget adjustment to reflect only 6 months of Axon expense in the 2026 budget, not 12 months as originally approved. See budget adjustment.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Police

REQUESTED BY: Police/Finance

PROJECT NUMBER :

DATE PREPARED: 8/13/2026

DESCRIPTION OF REQUEST: Adjust 2026 budget to reflect on 6months of Axon Expense and related PSST Tranfers.

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

REVENUE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101-0000-391-20-04	GF Transfer In from PSST	$ 5,944,723	$	(570,750)	=	$ 5,373,973
					=	$ -
			+		=	$ -
			+		=	$ -
		TOTAL REVENUE ADJUSTMENTS:	$	(570,750)		

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101-5050-411.74-12	Software	$ 1,141,500	$	(570,750)	=	$ 570,750
226-9001-55.90-10	PSST Transfer Out to GF	$ 5,944,723	$	(570,750)	=	$ 5,373,973
					=	$ -
					=	$ -
			+		=	$ -
			+		=	$ -
			+		=	$ -
		TOTAL EXPENSE ADJUSTMENTS:	$	(1,141,500)		

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June
Jul	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: ______________________

COMMISSION APPROVED ON: ______________________

ENTERED BY FINANCE: ***Date:*** ______________________

By: ______________________

BA# ______________________

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL JF
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 17, 2026

RE: ANNOUCEMENT HEALTH OFFICER POSITION
RFP26212
TERM: 09/01/2026 TO 07/31/2031

On June 9, 2026, Fargo Cass Public Health posted a Request for Proposal for the contracted position of Health Officer. The open application period ended on July 9, 2026, at 2:00 pm. The interviews occurred during the time frame of July 10 to July 29. There were several qualified candidates to choose from, and the interviewing panel consisted of Board of Health members as well as Fargo Cass Public Health staff. The position has been offered and accepted by Dr. Timothy Mahoney for the position of Health Officer for Fargo Cass Public Health.

If you have any questions, please contact me at 241.1380.

Suggested Motion:
Move to approve the acceptance of Dr. Timothy Mahoney as Fargo Cass Public Health's Health Officer.

JF/lls

AGREEMENT FOR HEALTH OFFICER SERVICES BETWEEN THE CITY OF FARGO AND TIM MAHONEY, MD

THIS AGREEMENT, effective the first of September 2026, by and between the CITY OF FARGO, a North Dakota municipal corporation ("City"); and Dr. Tim Mahoney ("Physician"). It is hereby agreed by and between the parties hereto as follows:

A. Term of Agreement: The parties agree that Dr. Tim Mahoney shall provide the Health Officer services for a period of five years with the agreement commencing September 1, 2026. The total term of the contract will not exceed five (5) years and if the health officer vacates before the end of the 5-year term, a successor will be appointed to complete the term.

B. Health Officer Services to be provided: The Physician serves as the Health Officer for Fargo Cass Public Health by enforcing the public health laws, regulations, and ordinances within Fargo and Cass County relating to preservation of life and health of individuals. The health officer may recommend, advise and provide guidance to the Board of Health and Fargo Cass Public Health Department for the provision of essential public health services and functions. The services to be provided will consist of consultation to professional staff and available on call consultation when needed by the health department management staff including, but not necessarily limited to:

1. All duties and responsibilities as stated in North Dakota Century Code§ 23-35-12(2):
   a. Shall keep a record of the official acts of the local health officer.
   b. Shall enforce every law and rule relating to preservation of life and health of individuals.
   c. May exercise the powers and duties of the board of health under the supervision of the board of health.
   d. May make sanitary inspections of any place within the jurisdiction in which the local health officer finds a probability of a health-threatening condition exists.
   e. May investigate public water and ice supplies suspected of contamination and initiate necessary condemnation proceedings.
   f. May enforce school cleanliness; inspect any school that may be overcrowded, poorly ventilated, or unsanitary; and, when necessary, report cases of any unsanitary or unsafe school building to the board of health for investigation.
   g. May take any action necessary for the protection of public health and safety.
   h. May determine when confinement and decontamination is necessary for the safety of the public. The local health officer may establish confinements consistent with procedures provided under chapter 23-07.6 and perform any acts required for decontamination when necessary.
   i. Shall maintain an office within the jurisdiction of the public health unit consistent with any terms of appointment.
   j. May select and discharge any assistant health officer in the public health unit, consistent with any terms of appointment."

   North Dakota Century Code§ 23-35-12(2)

2. Reviewing and supporting necessary standing orders for FCPH.
   a) Standing orders are written by the Directors/Managers of the departments for the Physician to review and sign annually.
3. Monitoring disease outbreaks locally/nationally/globally. Working with other agencies to control the spread of disease locally. Serving as a liaison with NDHHS Disease Control.
4. Provide Public Health education through community forums.
5. Work collaboratively with the management team at FCPH, including attending any divisional meetings that are requested. There will also be a minimum of a one-hour meeting with the Director of Public Health once a month. Attendance can be in-person or virtual.
6. Attend all Board of Health meetings as scheduled and at least quarterly submit to the Board of Health a report summarizing the activities performed by the Health Officer. (City of Fargo Ord. 13-0211C).
7. Signing needed prescriptions.
8. Review and approve medical policies for Fargo Cass Public Health.
9. Clinical consultant for laboratory services.

C. Reimbursement: Physician shall be paid for services rendered under this Agreement at the rate of $3,200 per month (requiring approximately four (4) hours a week) in office or remote. If the Physician is requested to conduct a media interview (defined as a discussion between a journalist or media representative and the Physician representing Fargo Cass Public Health, for the purpose of publicizing information, creating interest, or building awareness, whether pre-recorded or live) with the request coming from an external source, relating to public health or disease, the Physician will submit an invoice for reimbursement being compensated at a rate of $173.00 per media event. To be eligible for reimbursement, the Physician shall obtain approval from FCPH before conducting any media interview. All invoices will include RFP number RFP26212. There will be an annual $200 a month increase in salary on the anniversary of the initial contract. Any other changes in compensation must be by written agreement, signed by both parties. All invoices will be paid by mail within 30 days after receipt of the invoice.

D. Termination: This Agreement may be terminated by either party upon the giving of thirty - (30) day written notice. In addition, the Health Officer may be removed for cause (NDCC 23-35-12(1)).

E. Confidentiality: Physician agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

F. Title X Compliance: It is understood and agreed that Physician shall comply and adhere to all the Title X. C.F.R. regulations and guidelines.

G. Vaccines for Children (VFC) and Vaccines for Adults (VFA) Program Compliance: It is understood and agreed that Physician shall comply and adhere to all the VFC and VFA program requirements.

H. Independent Contractor: It is understood and agreed that the relationship created by this Agreement shall be that of Independent Contractor. Physician shall not be deemed to be an employee of the City of Fargo for any other purpose. In this regard, Physician shall provide her own malpractice insurance.

I. Liability Insurance: It is understood that a health officer is covered by the City of Fargo liability insurance as long as they are operating in their scope of duties as a health officer.

J. Local Public Health Unit Compliance: It is understood and agreed that Physician shall adhere to North Dakota Century Code, Chapter 23-35, as it relates to local public health units.

L. License to Practice Effective: The Health Officer must be a Physician licensed to practice medicine in the State of North Dakota (ND Century Code, Chapter 23-35-12(1)). Physician shall advise City of any claims made or license admonishments, suspensions or revocation proceedings. If at any time Physician's medical license is not effective, Physician agrees to reimburse City for any monies paid for the period Physician was unable to provide the necessary services as identified in this Agreement.

M. Written Amendments: Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.

N. Choice of Law: North Dakota law shall apply to the terms of this Agreement, and any disputes shall be venued in Cass County, North Dakota. The parties waive any objection to personal jurisdiction.

O. Severability: If any term of this Agreement is determined by a court of law to be ineffective or void, the remaining terms shall remain in full force and effect.

P. Assignment: This Agreement shall not be assigned by either party without the express written consent of the other party.

Fargo Cass Public Health
Prevent. Promote. Protect.

AGREEMENT FOR HEALTH OFFICER SERVICES BETWEEN THE CITY OF FARGO AND TIM MAHONEY, MD
ADMINISTRATION

CITY OF FARGO

8/12/26
Jenn Faul, Director of Public Health Date

Joshua A. Boschee, Mayor, City of Fargo Date

ATTEST:

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

PHYSICIAN

8/12/26
Tim Mahoney, MD Date

THE CITY OF Fargo FAR MORE | INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

21

Memorandum

DATE: August 17, 2026

TO: Mayor and Board of City Commissioners

FROM: Shawn Ouradnik, Inspections Director

SUBJECT: Dangerous Building Notice and Order at 1433 4 Ave S Fargo ND

The property owner of 1433 4 Ave S Fargo ND, Amanuel Tedla have failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-04, to set 5:05 pm Monday, August 31, 2026 as the time and date for the hearing regarding the dangerous building order for the structure at 1433 4 Ave S Fargo ND.**

THE CITY OF Fargo FAR MORE | INSPECTIONS

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22

Memorandum

DATE: August 17, 2026

TO: Mayor and Board of City Commissioners

FROM: Shawn Ouradnik, Inspections Director

SUBJECT: Dangerous Building Notice and Order at 1334 1 Ave S Fargo ND

The property owner of 1334 1 Ave S Fargo ND, Kevin Oyer have failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-04, to set 5:05 pm Monday, August 31, 2026 as the time and date for the hearing regarding the dangerous building order for the structure at 1334 1 Ave S Fargo ND.**

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City of Fargo Staff Report			
Title:	Christianson 32nd Avenue South Fourth Addition	**Date:** **Update:**	7/1/2026 8/13/2026
Location:	3102 and 3150 36th Street South	**Staff Contact:**	Luke Morman, Planner
Legal Description:	Lots 1 and 2, Block 1, Christianson 32nd Avenue South Third Addition		
Owner(s)/Applicant:	Kyle Freier / Christianson Companies	**Engineer:**	Bolton & Menk
Entitlements Requested:	**Minor Subdivision** (Replat of Lots 1-2, Block 1, Christianson 32nd Avenue South Third Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: August 17th, 2026		

Existing	**Proposed**
Land Use: Undeveloped	**Land Use:** Vehicle repair and undeveloped
Zoning: GC, General Commercial with Conditional Overlay Ord. No. 5385	**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, and certain telecommunication facilities. *Conditional Overlay Ord. No. 5358 provides building and site design standards and restricts group living, aviation/surface transportation, major entertainment events, mining, industrial uses, and portable signs in addition to the uses with a strike-through above.* *Residential Protection Standards Waiver No. 2023-RPSW3 reduces the number of plantings in the landscape buffer between commercial and residential zoned properties.*	**Uses Allowed:** No change *Conditional Overlay Ord. No. 5358 and Residential Protection Standards Waiver No. 2023-RPSW3 will carry through to this subdivision.*
Maximum Building Coverage Allowed: 85%	**Maximum Lot Coverage Allowed:** No change

Proposal:
The applicant requests approval of one entitlement: 1. A minor subdivision to be known as **Christianson 32nd Avenue South Fourth Addition,** a replat of Lots 1-2, Block 1, Christianson 32nd Avenue South Third Addition to the City of Fargo, Cass County, North Dakota

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.

Surrounding Land Uses and Zoning Districts:
- North: GC, General Commercial; self-service storage and MR-3, Multi-Dwelling Residential
- East: MR-3, Multi-Dwelling Residential; multi-dwelling structures and GC, General Commercial, with a C-O, Conditional Overlay; retail sales and service
- South: GC, General Commercial, with a C-O, Conditional Overlay; retail sales and service
- West: 36th Street South and Interstate 29 right-of-way.

Area Plans:

The Fargo Growth Plan 2024 designates the area of the subject property as "Mixed Commercial Office and Residential" place type. The existing zoning and proposed development are consistent with this land use designation. No zone change is proposed.

Context:

Schools: The subject property is located within the Fargo School District and is served by Ed Clapp Elementary, Discovery Middle, and Davies High schools.

Neighborhood: The subject property is located within the Bluemont Lakes neighborhood.

Parks: Ed Clapp Park, located at 2802 32nd Avenue South, is approximately a quarter of a mile east of the subject property and provides amenities of soccer fields and a playground for ages 5-12.

Pedestrian / Bicycle: Off-road shared-use paths are located along the west side of 36th Street South and the north side of 32nd Avenue South which is within a quarter mile of the subject property. Both paths are components of the metro area bikeways system.

MATBUS Route: MATBUS Routes 14 and 18 run along 33rd Street South and 32nd Avenue South with stops within a quarter of a mile of the subject property.

Staff Analysis:

The proposed plat will change the existing two lot subdivision into a three-lot minor subdivision entitled Christianson Companies 32nd Avenue South Fourth Addition.

EASEMENTS
On the requested subdivision, the existing 5' wide Electric Easement is intended to be relocated by the applicant with a separate document, who is still coordinating with Xcel Energy on the exact location for their utilities. This easement will be relocated to correlate with the proposed lot lines once this plat is approved. Additionally, a 30-foot wide ingress/egress and utility easement is being placed on a portion of the shared property line of lots 1 and 2. All other existing easements will carry through with this subdivision. The applicant has coordinated with Staff to update the existing amenities plan that addresses storm water management.

Minor Subdivision
The LDC stipulates that the following criteria are met before a minor subdivision can be approved:

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

the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.
The current zoning is GC, General Commercial with a C-O, Conditional Overlay, and no zone change is proposed. This zoning is consistent with the "Mixed Commercial Office and Residential" 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.
(Criteria Satisfied)

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.**
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 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)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Christianson 32nd Avenue South Fourth Addition**, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C of the Land Development Code, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: July 7th, 2026

At the July 7th, 2026 Planning Commission, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of Christianson 32nd Avenue South Fourth Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, and 20-0907 of the LDC, and all other applicable requirements of the LDC.

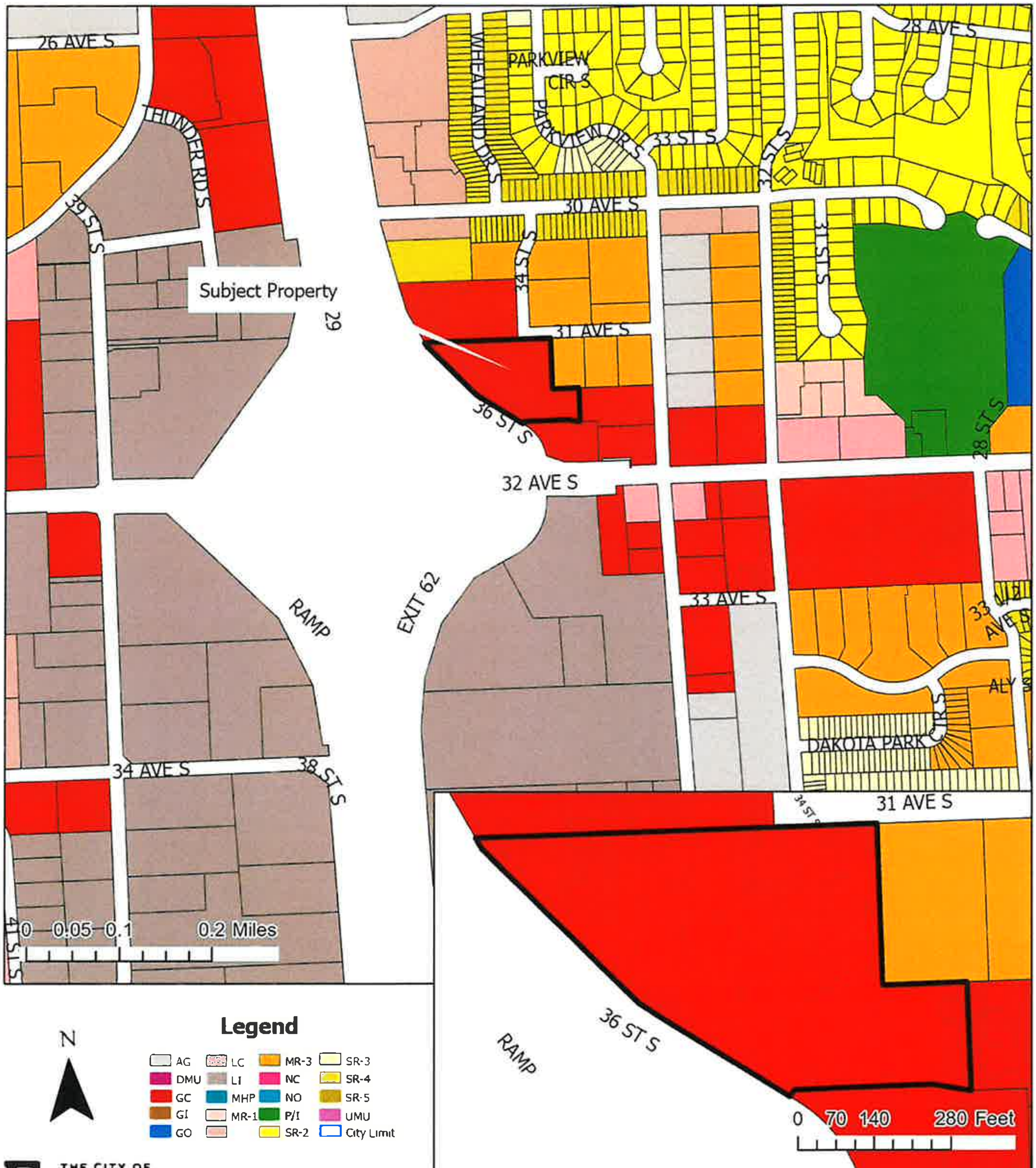
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Christianson 32nd Avenue South Fourth Addition

3102 and 3150 36th Street South



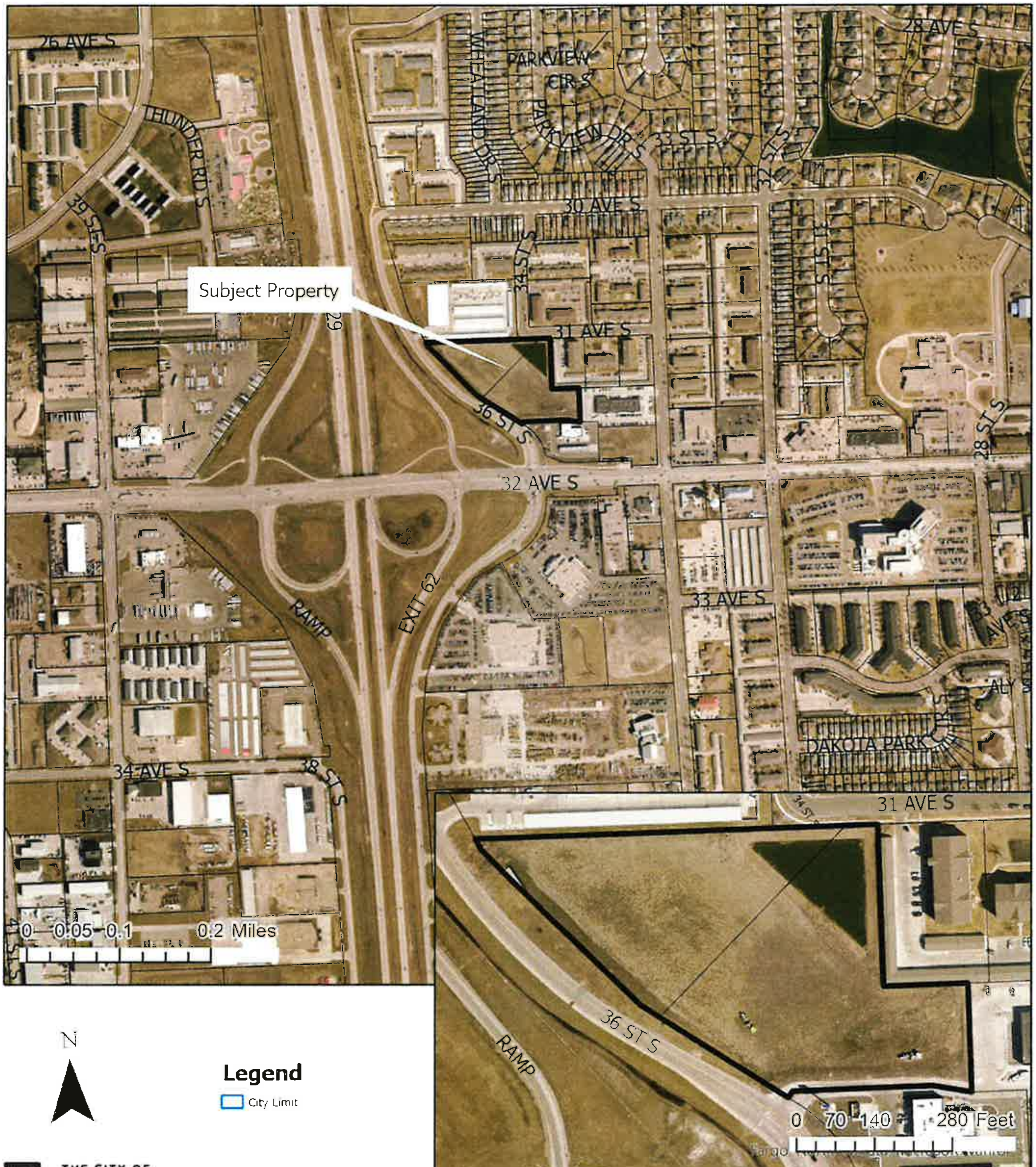
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
July 7th, 2026

Minor Subdivision

Christianson 32nd Avenue South Fourth Addition

3102 and 3150 36th Street South



N

Legend

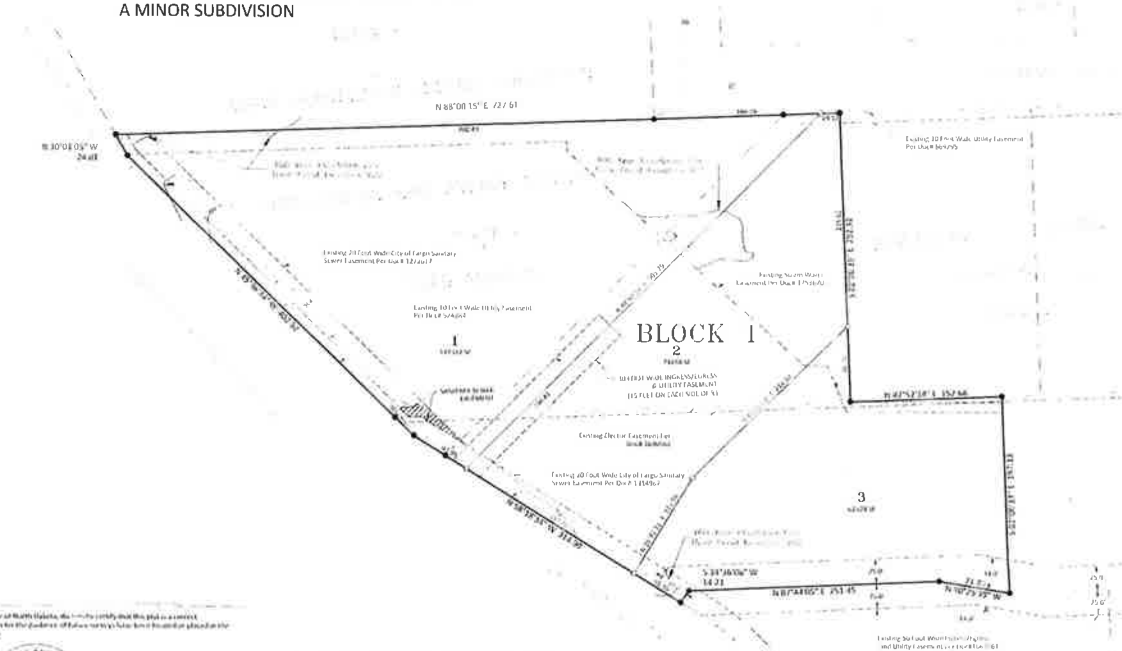
City Limit

THE CITY OF Fargo FAR MORE

Fargo Planning Commission
July 7th, 2026

CHRISTIANSON 32ND AVENUE SOUTH FOURTH ADDITION

A REPLAT OF ALL OF LOTS 1 AND 2, BLOCK 1, CHRISTIANSON 32ND AVENUE SOUTH
THIRD ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MINOR SUBDIVISION



OWNERS DESCRIPTION AND DEDICATION

State of North Dakota
County of Cass

On this 30th day of July

WENDI LAVISON
Notary Public

MORTGAGE HOLDER

SVP Bell Bank

State of North Dakota
County of Cass

On this 31st day of July

Katie Larkin, Senior Vice President

WENDI LAVISON
Notary Public

SCALE IN FEET

LEGEND

BENCHMARK

NOTES

DOCUMENTS OF RECORD

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

Date 7-30-26

SHAWN M. THOMASSON LS-5900

State of North Dakota
County of Cass

On this 30 day of July

FARGO CITY COMMISSION APPROVAL

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

CITY OF FARGO PLANNING COMMISSION APPROVAL

PREPARED BY
BOLTON & MENK

SHEET 1 OF 1

24

THE CITY OF Fargo FAR MORE | 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

August 11, 2026

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

RE: Street Department Salt Brine Production System (PBC26269)

Commissioners,

For the past twenty-five years, the Street Department has used salt brine as one of our primary tools for managing winter road conditions. Effective use of salt brine requires a precise production process. To perform properly in cold temperatures, the mixture must maintain a 23.3% salt concentration. If the concentration is too high or too low, the product becomes ineffective. Because of this, the accuracy and reliability of the production system is critical.

Our current brine production equipment is fifteen years old and has reached the end of its service life. Key electronic components are no longer manufactured, and the internal computer system cannot be updated.

As part of the 2026 budget, funds were requested and approved for the replacement of the brine production system. The city's partnership with the cooperative purchasing agency, Sourcewell, was identified as a contract holder for brine production equipment. A review committee consisting of Corey Houim, Steve Gee, and myself evaluated the specifications of Sourcewell Contract #031423-HPI.

The committee's findings are as follows:
Model: Henderson Brinex Advantage
Unit Cost: $173,083.50

Using Sourcewell for equipment procurement has consistently proven successful for the City of Fargo. By leveraging this contract, we secure significant cost savings compared to purchasing directly for the supplier.

RECOMMENDED MOTION: Using the piggyback purchase procurement (PBC26269) as provided for in the City of Fargo Purchasing Policy, I/we move to approve the purchase of one (1) Henderson Brinex Advantage Salt Brine Production System from Henderson Products Inc., totaling $173,083.50.

Sincerely,

Ben Dow
Public Works Operations Director

THE CITY OF Fargo FAR MORE

PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Ben Dow	**Department:**	Street Department
Date of Request:	8/11/2026	**Phone Number:**	701-241-1453
E-mail:	bdow@FargoND.gov		
Dept Head Signature:	Benjamin Dow	**Estimated Amount of Purchase:**	$175,000.00

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

Salt Brine Production System

Provide source of existing State contract and Contract number:

Sourcewell #031423-HPI #031423-HPI

Is a Vendor contract required? Yes ☑ No ☐

Vendor Name:	Henderson Products Inc.				
Address:	1085 South Third Street, PO Box 40				
City:	Manchester	**State:**	IA	**Zip Code:**	52057-0040
Contact Person:	Jason Rives	**Title:**	Area Sales		
Telephone:	563-927-2521	**Email:**	jrives@hendersonproducts.com		
Purchasing Manager Approval:	[signature]				
Piggyback (PBC) Number:	PBC26269				

HENDERSON
PRODUCTS, INC.
1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
7/31/2026	1

CUSTOMER: City of Fargo
CONTACT: Steven Gee
ADDRESS: 402 23rd Street North
Fargo, North Dakota 58102

PHONE: 701=241-1453
FAX:
EMAIL: SGee@FargoND.gov

QUOTE ID: 196499-7
QUOTE DATE: 7/31/2026
VALID UNTIL: 10/29/2026
SOURCEWELL #031423-HPI
SALESPERSON: Jason Rives
PHONE: 563-927-2828
CELL: (618) 339-7102
FAX: 563-927-2521
EMAIL: jrives@hendersonproducts.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
1	QUOTE 196499-7: City of Fargo Flex Pro BrineXtreme Control/Pro Flex Truck-fill Station Installed / Sourcewell Contract # 031423-HPI CONFIGURATION 1-4: Brine Xtreme		
	DESCRIPTION: BRINEX Advantage Brine Maker, Fixed Indoor Installation, Advantage Manual Flip Cover/Extension,		
	BRINE MAKING SYSTEM		
	Salt Brine Maker Style: **Advantage Brine Maker**	$32,526.00	$32,526.00
	Installation Type: **Fixed Indoor Installation**		
	Hopper Cover: **Advantage Manual Flip Cover/Extension**	$2,198.00	$2,198.00
	SALINITY CONTROL		
	Salinity Control Type: **Ultimate controls**	$78,277.00	$78,277.00
	Salinity Control Mounting: **Remote mounted controls away from Brine Maker**	$1,858.00	$1,858.00
	Salinity Control Pump Flow Rate: **200 GPM**	$480.00	$480.00
	System output direction: **Left hand output**		
	Controls Voltage: **208/220 Volt, 3 Phase**	($1,093.00)	($1,093.00)
	SALINITY CONTROL OPTIONS		
	Low Salt Warning Light: **No low salt warning light**		
	Storage Tank Level Monitor: **Yes, Storage Tank Level Monitor**	$2,625.00	$2,625.00
	Waterline Air Purge: **No waterline air purge**		
	Cellular Gateway: **Cellular Gateway (1 year free access included)**		
	Recycled Water Type: **No, will not have recycled water**		
	TRUCK FILLING		
	Truck Fill/Brine Production Type: **Salinity control dedicated to Brine, add-on fill point reqd**		
	Salinity control agitation: **No Salinity Control Agitation**		
	Number of truck fills: **Fill 1 truck at a time**	$15,596.00	$15,596.00
	Number of products (including brine) to blend: **Brine + 1 Product**	$2,222.00	$2,222.00
	Quantity of micro-ingredients to blend: **No Micro Ingredients Blend**		

HENDERSON

PRODUCTS, INC.
1085 SOUTH THIRD STREET
PO BOX 40, MANCHESTER, IA 52057-0040
PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
7/31/2026	2

CUSTOMER: City of Fargo
CONTACT: Steven Gee
ADDRESS: 402 23rd Street North
Fargo, North Dakota 58102

PHONE: 701=241-1453
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SALESPERSON: Jason Rives
PHONE: 563-927-2828
CELL: (618) 339-7102
FAX: 563-927-2521
EMAIL: jrives@hendersonproducts.com

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	ADD-ON MODULES		
	Add-On Modules: **2 Add-On Fill Modules**	$44,221.00	$44,221.00
	ADD-ON MODULE 1		
	1st Add-On Flow Rate Total: **200 GPM for 1st Add-On**		
	1st Add-On Agitation: **1st Add-On Agitation**	$404.00	$404.00
	1st Add-On QTY Of Fill Points: **1 Fill Point for 1st Add-On**		
	ADD-ON MODULE 2		
	2nd Add-On Flow Rate Total: **100 GPM for 2nd Add-On**	($403.00)	($403.00)
	2nd Add-On Agitation: **2nd Add-On Agitation**	$404.00	$404.00
	2nd Add-On QTY Of Fill Points: **1 Fill Point for 2nd Add-On**		
	Custom Options		
	Custom Option Fields: **Note Custom Details Below**		
	Custom Options		
	Option 1: **Installation, Start-up and Training (includes truck-fill)**	$13,000.00	$13,000.00
	Option 2: **6in. Clean-out Valve**	$0.00	$0.00
	End Customer: City of Fargo		
	Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and / or upfit.		
	Signed: ____________________ **Date:** ____________		
	All Terms and Conditions Apply. Terms of Sale Document available at: http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf		

Quote Total:	$192,315.00
10% Discount:	($19,231.50)
Dealer Cost:	$173,083.50
0% Sales Tax:	$0.00
Total Dealer Cost:	$173,083.50

Henderson

Salt and brine

#031423-HPI

Maturity Date: 5/30/2027

Website: hendersonproducts.com/national-contracts

Sourcewell
Awarded Contract

Products & Services | Documents | Contact Information

Products & Services

Sourcewell contract 031423-HPI gives access to the following types of goods and services:

- Brine production equipment
- Brine management equipment
- Anti-icing and deicing spreaders
- Mobile Storage Tanks

Locate your local dealer or representative

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THE CITY OF Fargo FAR MORE | 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

August 5, 2026

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

RE: Request for Consideration of Ordinance Amendment to Article 8-10 - Parking Regulations

I am writing to request your consideration of an amendment to Article 8-10 - Parking Regulations. The proposed change would add language establishing winter parking restrictions on designated streets and avenues from 8:00 a.m. to 4:00 p.m., November 1 through April 15.

In September 2026, the Commission authorized the removal of overnight winter maintenance parking restrictions outside the central business district. At that time, staff indicated that the effects of this change would be monitored to determine whether additional winter maintenance parking restrictions might be warranted.

Following an evaluation of the impacts across affected neighborhoods, staff have identified a few areas where daytime parking restrictions are necessary to ensure adequate access for winter maintenance operations. These restrictions are essential to support efficient snow and ice management and to maintaining safe roadway conditions throughout the winter season.

RECOMMENDED MOTION: Move to direct the City Attorney's Office to work with the Public Works Department to review and add language to Article 8-10 reflecting new winter parking restrictions on designated streets and avenues from 8:00 a.m. to 4:00 p.m., November 1 through April 15.

Thank you for your consideration.

Sincerely,

Ben Dow
Public Works Operations Director

THE CITY OF Fargo FAR MORE
PUBLIC WORKS

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

August 10, 2026

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

RE: Authorization to extend 2025/2026 snow hauling contracts (RFP25059) with the approved vendor for the 2026/2027 snow season.

Commissioners:

On February 7, 2025, a total of seven (7) proposals were received for the Request for Proposals for Snow Hauling Trucking Services (RFP25059). See attached bid tabulation. This contracted service is intended to provide trucking services to assist Public Works with snow and material hauling, and has been crucial to safe, efficient, and successful snow removal operations. As part of the 2025/2026 RFP, language was included that allows for two (2), one (1) year extensions under the original terms of the RFP.

The proposals were evaluated and Public Works staff recommended selection of four (4) contractors; Master Construction (two trucks), Lenzmeier Trucking Inc. (four trucks), Earthwork services Inc. (four trucks) and Diesel Dogs Contracting, LLC., (ten trucks). Public Works staff has visited with all four 2025/2026 approved contract holders, and at this time is requesting authorization to extend Diesel Dogs Contracting, LLC. contract for the 2026/2027 snow season under the terms of the initial 2025 RFP (RFP25059).

RECOMMENDED MOTION:
I/we hereby move based on the request for proposal (RFP25059), to extend the initial 2025/2026 award contracts for Snow Hauling Trucking Services with Diesel Dogs Contracting, LLC. for the 2026/2027 season under the terms and conditions of the initial 2025 RFP (RFP25059).

Respectfully submitted,

Corey Houim

Corey Houim
Services Manager
Fargo Public Works

Bid Tabulation for Snow Hauling Trucking Services
City of Fargo RFP 25059
Bids Received February 7th, 2025

Proposer	Quantity	11-15 CY Truck Unit Price	Unit Price per CY (13)	Quantity	15-20 CY Truck Unit Price	Unit Price per CY (17.5)	Quantity	End Dump Unit Price	Quantity	Side Dump Unit Price	Past Performance
Dakota Seeding & Erosion Corp.	4	$118.00	$9.08	-	-		-	-	1	$140.00	No Histroy
Master Construction	2	$135.00	$10.38	2	**$135.00**	**$7.71**	-	-	1	$175.00	Pass
Earthwork Services Inc.	3	$124.00	$9.54	4	**$129.00**	**$7.37**	-	-	6	$139.00	No History
Lenzmeier Trucking Inc.	-	-		5	**$110.00**	**$6.29**	-	-	-	-	Pass
RBF Snow & Ice	3	$135.00	$10.38	3	$145.00	$8.29	3	$155.00	-	-	No History
Diesel Dogs Contracting, LLC	-	-		12	**$140.00**	**$8.00**	-	-	-	-	Pass
J.D. Kramer Enterprises, LLC	2	$125.00	$9.62	4	$130.00	$7.43	3	$140.00	2	$140.00	Fail

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Diesel Dogs Contracting, LLC. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2027. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide ten (10) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 15CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $140.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-5-2026

CONTRACTOR

Diesel Dogs Contracting, LLC

By: [signature]

Its: President

Date: ____________________

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

____

Josh Boschee, Mayor

ATTEST:

____

Angie Bear
Deputy Auditor on behalf of City Auditor

THE CITY OF Fargo FAR MORE | PUBLIC WORKS

27

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

August 10, 2026

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

RE: Authorization to Extend the 2025/2026 Snow Groomer Services Contract with Midwest Snow Services LLC. for the 2026/2027 Winter Season (RFP25198)

Commissioners:

In July of 2025, Public Works issued a Request for Proposal (RFP) for "Snow Groomer Services" in association with the city snow hauling operations. Upon the closing of the RFP a total of (2) proposals were received. Based on the stated criteria and staff review, Midwest Snow Services LLC. was awarded the Snow Groomer Services Contract for the 2025/2026 snow season. As part of the 2025 PFR, language was included that allows for two (2) one (1) year extensions. Public Works staff has visited with Midwest Snow Services LLC., and at this time, we are requesting authorization to extend the contract for one year with a 3% hourly price increase.

RECOMMENDED MOTION:
RFP25198: I/we suggest motion to extend the 2025/2026 Snow Groomer Equipment Services Contract with Midwest Snow Services LLC. for the 2026/2027 snow season under the terms and conditions of RFP25198 with a 3% hourly price increase.

Respectfully submitted,

Corey Houim

Corey Houim
Services Manager
Fargo Public Works

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

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

SERVICES AGREEMENT

SNOW GROOMER EQUIPMENT SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Midwest Snow Services LLC (Contractor) to provide snow groomer equipment services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2027. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for an additional one (1) year extension, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

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

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $309.00 Snow Groomer 2018 Prinoth Leitwolf,
- $288.00 Snow Groomer 2013 Prinoth Bison,
- $283.00 Snow Groomer 2008 Bombardier BR350,

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

Contractor shall receive no less than $5,000 per snow groomer contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the equipment and operator when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

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

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

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

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

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

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

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

XI. Conflict of Interest

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

XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8/10/26

CONTRACTOR

Midwest snow services

By: Dean Torgerson

Its: Partner

Date: ____________________

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

____

Josh Boschee, Mayor

ATTEST:

____

Angie Bear
Deputy Auditor on behalf of City Auditor

THE CITY OF Fargo FAR MORE
PUBLIC WORKS

FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS
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Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

28

August 10, 2026

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

RE: RFP26226, Award Contracts for Snow Hauling Trucking Services RFP with Master Construction Inc., Lenzmeier Trucking Inc., and Oye Trucking LLC.

Commissioners:

On July 7, 2026, a total of four (4) proposals were received for the Request for Proposals for Snow Hauling Trucking Services (RFP26226). See attached bid tabulation. This contracted service is intended to provide trucking services to assist Public Works with snow and hauling, and has been crucial to safe, efficient, and successful snow removal operations.

The proposals were evaluated and Public Works staff recommends selection of three (3) contractors; Master Construction (three trucks), Lenzmeier Trucking Inc. (four trucks), and Oye Trucking LLC (three trucks).

RECOMMENDED MOTION:
RFP26226: I/we suggest motion to award contracts for Snow Hauling Trucking Services with Master Construction, Lenzmeier Trucking Inc., and Oye Trucking LLC for the 2026/2027 season under the terms and conditions of (RFP26226).

Respectfully submitted,

Corey Houim

Corey Houim
Services Manager
Fargo Public Works

Bid Tabulation for Snow Hauling Trucking Services
City of Fargo RFP26226
Bids Received July 7th, 2026

Proposer	Quantity	11-15 CY Truck Unit Price	Unit Price per CY (13)	Quantity	15-20 CY Truck Unit Price	Unit Price per CY (17.5)	Quantity	End Dump Unit Price	Quantity	Side Dump Unit Price	Past Performance
Earthwork Services Inc.	3	$139.00	$10.69	4	$144.00	$8.23	-	-	-	-	Pass
Lenzmeier Trucking Inc.	-	-	-	6	**$134.00**	**$7.66**	-	-	-	-	Pass
Master Construction Inc.	-	-	-	10	**$135.00**	**$7.71**	-	-	-	-	Pass
Oye Trucking LLC	-	-	-	4	**$135.00**	**$7.71**	-	-	-	-	No History

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction Company, Inc. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2027. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide three (3) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 15CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $135.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: Aug 5, 2026

CONTRACTOR

Master Construction Co

By: ____________________

Its: PRES

Date: ____________________

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

____

Josh Boschee, Mayor

ATTEST:

____

Angie Bear
Deputy Auditor on behalf of City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Lenzmeier Trucking Inc. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2027. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide four (4) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 15CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $134.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

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

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

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

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

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

XII. Entire Agreement
The provisions as set forth in Items I. and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-5-2026

CONTRACTOR

Lenzmeier Trucking Inc.

By: Dave Lenzmeier / [signature]

Its: President / Owner

Date: ____________________

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

____

Josh Boschee, Mayor

ATTEST:

____

Angie Bear
Deputy Auditor on behalf of City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Oye Trucking LLC (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2027. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide three (3) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 15CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $135.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-5-26

CONTRACTOR

Oye Trucking LLC

By: ______________________

Its: Owner

Date: ______________________

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

____

Josh Boschee, Mayor

ATTEST:

____

Angie Bear
Deputy Auditor on behalf of City Auditor

THE CITY OF Fargo FAR MORE | PUBLIC WORKS

29

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

August12, 2026

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

RE: 2026 Crawler Dozer with Waste Handler Package (RFP26057)

Dear Commissioners: On February17, 2026, the board of City Commissioners approved the purchase of (1) Crawler Dozer with Waste Handler Package from RDP Equipment in the amount of $556,000.00.

Kenetic Leasing, Inc. will be providing a four-year lease to finance the total purchase amount of $556,000.00. Agreement CIT8 530-146.

<u>SUGGESTED MOTION:</u>

Lease with Option to Purchase Agreement No. CIT8530-145 with Kinetic Leasing, Inc in the amount of $556,000.00 for a Crawler Dozer with Waste Handler Package for the Solid Waste Department (RFP26057).

Respectfully submitted,

Tom HallGanje

Tom HallGanje
Fleet Purchasing Manager

LEASE WITH OPTION TO PURCHASE AGREEMENT No. CIT8530-146

Between

KINETIC LEASING, INC.

As Lessor

and

CITY OF FARGO

As Lessee

Dated as of the 17th day of August, 2026

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of this 17th day of August, 2026 ("Lease"), by and between KINETIC LEASING, INC., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 2575 41st St. S., Ste. 1, Fargo, North Dakota 58104; and City of Fargo a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is 402 23rd St N, Fargo, ND 58102;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1 in every year and ends on the following December 31.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of City of Fargo to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by City of Fargo.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

(j) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a foreign corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by Lessee in accordance with Section 4.2;

(b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;

(c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practible after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section l2.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section l2.l, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section l2.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR: KINETIC LEASING, INC.

Signature: ____________________

Title: ____________________

Date: August 17, 2026

LESSEE: CITY OF FARGO

Signature: ____________________

Name/Title: Josh Boschee / Mayor

Date: August 17, 2026

ATTEST:

Signature: ____________________

Name/Title: Angie Bear / Deputy Auditor
on behalf of City Auditor

EXHIBIT A

EQUIPMENT

Lessee: City of Fargo

Date of Lease: August 17, 2026
Lease #: CIT8530-146

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: 402 23rd St N, Fargo, ND 58102

QTY.	SERIAL NO.	DESCRIPTION
		VENDOR: RDO Equipment
1	1T0850PAHTGX18143	2026 John Deere 850P
1	Z240619	2026 John Deere FRNTSTRK
1	Z240620	2026 John Deere TRASHRCK

Description of Financed Amount:

Cost of above Equipment	$556,000.00
Cost of related charges:	
Transportation	$ N/A
Physical Modifications (Specify)	$ N/A
Other (Specify)	$ N/A
Add: Sales or other tax, if applicable	$ N/A
Less:	$N/A
Net Financed Amount:	$556,000.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Fargo

Date of Lease: August 17, 2026
Lease #: CIT8530-146

BASE RENTAL PAYMENTS

Base Rental Payment Date	Base Rental Payment Amount	Interest Portion	Principal Portion	Termination Value
08/15/2026	$200,000.00	$0.00	$200,000.00	$359,372.61
08/15/2027	$130,114.32	$15,273.31	$114,840.98	$244,531.63
08/15/2028	$130,114.32	$10,392.59	$119,721.73	$124,809.90
08/15/2029	$130,114.32	$5,304.42	$124,809.90	$0.00

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Fargo (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated August 17, 2026 (Lease), by and between Lessee and Kinetic Leasing, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of (the State) insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions. Such functions are: Construction

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental-body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: August 17, 2026

LESSEE: CITY OF FARGO

Signature: ______________________________

Name/Title: Josh Boschee / Mayor

ATTEST:

Signature: ______________________________

Name/Title: Angie Bear / Deputy Auditor

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT No. CIT8530-146

BE IT RESOLVED by the governing body of City of Fargo (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement #CIT8530-146 dated as of August 17, 2026 (the Lease), with Kinetic Leasing, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than $10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

LESSEE: CITY OF FARGO

Signature: ____________________________

Name/Title: Josh Boschee / Mayor

ATTEST:

Signature: ____________________________

Name/Title: Angie Bear / Deputy Auditor

CERTIFICATE OF INCUMBENCY

LEASE WITH OPTION TO PURCHASE AGREEMENT No. CIT8530-146
DATED AS OF AUGUST 17, 2026

I, Angie Bear, do hereby certify that I am the duly elected or appointed and acting Deputy Auditor of City of Fargo (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE
Josh Doschee	Mayor

IN WITNESS WHEREOF, I have duly executed this certificate on this 17th day of August, 2026.

____
Angie Bear / Deputy Auditor

INSURANCE COVERAGE REQUIREMENT

Your lease with KINETIC LEASING, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

INSURANCE AGENT DATA:

NAME OF INSURANCE AGENT: Bell Insurance

ADDRESS: 318 Broadway N

PHONE #: 701-237-6414 CONTACT PERSON: Ross Gailfus

FAX #: ____________ EMAIL ADDRESS: rgailfus@bellinsurance

Named Insured / Lessee: City of Fargo
Equipment Lease No.: CIT8530-146

Coverage:
All Risk Personal Property and/or EDP, if applicable

Certificate Holders:
Lender's Loss Payee(s) As Their Interests May Appear:

Kinetic Leasing, Inc., and its assigns
2575 41st Street S, Suite 1
Fargo, ND 58104

Coverage:
General Liability

Certificate Holders:
Additional Insured:

Kinetic Leasing, Inc., and its assigns
2575 41st Street S, Suite 1
Fargo, ND 58104

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to Kinetic Leasing, Inc. at the address above, or email to insurance@kineticlease.com or fax it to us at 701-476-0277.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE AND SCHEDULE NUMBER ON THE CERTIFICATE.

OPINION OF COUNSEL

(to be typed on Attorney's letterhead)

Lessee: City of Fargo
2301 8th Ave N
Fargo, ND 58102

Kinetic Leasing, Inc.
2575 41st St. S., Ste 1
Fargo, ND 58104

Re: Lease with Option to Purchase Agreement dated as of August 17, 2026, by and between Kinetic Leasing, Inc. (Lessor) and City of Fargo (Lessee)

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease with Option to Purchase Agreement described above (the Lease) and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the state of North Dakota (the State), duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7. Resolution of the governing body of Lessee, was duly and validly adopted by such governing body on August 17, 2026, and such resolution has not been amended or repealed and remains in full force and effect.

Dated: August 17, 2026

Very truly yours,

Form **8038-G** (Rev. September 2018) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ▶ ☐

1 Issuer's name: City of Fargo	2 Issuer's employer identification number (EIN): 45-6005069
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address): PO Box 2083 — Room/suite	5 Report number (For IRS Use Only): 3
6 City, town, or post office, state, and ZIP code: Fargo, ND 58107	7 Date of issue: 08/17/2026
8 Name of issue: CIT8530-146	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions): Tom Ganje	10b Telephone number of officer or other employee shown on 10a: 701-241-1460

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ Construction	18	556,000 00
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/15/29	$ 556,000.00	$ N/AP	3 years	4.75 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	N/AP
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	N/AP		
25	Proceeds used for credit enhancement	25	N/AP		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/AP		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/AP		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	N/AP		
29	Total (add lines 24 through 28)			29	N/AP
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	N/AP years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	N/AP years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	N/AP
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	N/AP

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/AP
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/AP
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) N/AP		
c	Enter the name of the GIC provider ▶ N/AP		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/AP

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) N/AP

c Enter the EIN of the issuer of the master pool bond ▶ N/AP

d Enter the name of the issuer of the master pool bond ▶ N/AP

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ N/AP

c Type of hedge ▶ N/AP

d Term of hedge ▶ N/AP

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ N/AP

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) N/AP

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative   Date

Josh Boschee / Mayor
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

INVOICE

Page No. 1
INVOICE NO. 347552
Customer # FARG

INVOICE DATE	DUE DATE
8/10/26	8/15/26

kinetic LEASING
2575 41st St. S. Ste. 1
PO Box 9785
Fargo, ND 58106-9785
800.558.7337

INVOICE TO:

City of Fargo
ATTN: Tanner Smedshammer
402 23rd St N
Fargo, ND 58102

REMIT TO:

Kinetic Leasing, Inc.
P.O. Box 9785
Fargo, ND 58106

AGREEMENT #	DESCRIPTION	FROM	THROUGH	AMOUNT
Lease # CIT8530-146	2026 John Deere 850P			
	Lease Payment	8/15/26	8/14/27	200,000.00
	Documentation Fee	8/15/26	9/14/26	399.00

PLEASE RETURN DUPLICATE WITH PAYMENT.
TERMS: NET CASH ON DUE DATE
PURSUANT TO AGREEMENT, LATE CHARGES MAY APPLY FOR PAYMENTS NOT PAID WHEN DUE.
PLEASE REFER TO OUR INVOICE NO. ON YOUR REMITTANCE.

Invoice Subtotal	200,399.00
Sales Tax	.00
PAY THIS AMOUNT	200,399.00