

FARGO CITY COMMISSION AGENDA
Monday, December 22, 2025 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/Streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 8, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Letter of Support for Northern Plains Mechanical to the ND Opportunity Fund Consortium.
- 2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 1-0305 of Article 1-03, of Chapter 1, of the Fargo Municipal Code Relating to Classification of Ordinance Violations and an Ordinance Amending Section 10-0304 of Article 10-03, of Chapter 10, of the Fargo Municipal Code Relating to Carrying, Possession, Discharge of Dangerous Weapons.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in 45th Street Park Second Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 12/8/25.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in 45th Street Park Sixth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 12/8/25.
- 5. Receive and file the Summons relating to Southern Valley Fire & Rescue Rural Fire Protection District v. City of Fargo and Cass County.
- 6. Applications for Games of Chance.
- 7. 2025 CIP Revisions.
- 8. Negative Final Balancing Change Order No. 2 in the amount of -\$157,981.68 for Project No. PR-25-A1.
- 9. Negative Final Balancing Change Order No. 2 in the amount of -\$159,945.50 for Project No. SR-25-A1.
- 10. Contract and bond for Project No. TR-26-A1.
- 11. Permanent Easement (Street and Utility) with the Park District of the City of Fargo (Improvement District No. BR-26-G1).

12. Negative Final Balancing Change Order No. 1 in the amount of -\$241,514.99 for Improvement District No. PR-25-F1.
13. Create Improvement District No. BR-23-A and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
14. Create Improvement District No. BR-26-H and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
15. Contract and bond for Improvement District No. BR-26-E1.
16. City of Fargo Resolution Authorizing Officers to make Deposits and Withdrawals and approve the Designated Depositories.
17. Receive and file Limited Franchise Agreement between the City of Fargo and Cass County Electric, adding the area annexed by the City of Fargo on 11/21/25.
18. Items from the FAHR Meeting:
 - a. Receive and file General Fund - Budget to Actual through 11/30/25.
 - b. Request from the Finance Department to start the recruitment process for an Accounting Technician position, which may result in a brief front-load situation.
 - c. Use of Public Health Workforce and Infrastructure Grant funds for the creation of a contracted Enrollment Specialist position for two years in the amount of \$60,000.00.
19. Notice of Grant Award Amendment from the ND Department of Health and Human Services for the Ryan White Part B Program (CFDA #93.917).
20. Notice of Grant Award Amendment from the ND Department of Health and Human Services for State Aid - Regional Environmental Health Services.
21. Lease with Cass County Government Offices of Coroner's Office and Cass Country Emergency Management for a portion of the Fargo Cass Public Health building.
22. Resolution approving Plat of Champions Gate at Prairie Farms Third Addition.
23. Resolution approving Plat of Old Broadway Second Addition.
24. Services Agreement - Lawn Maintenance Services Agreement with Valley Green and Associates until 10/31/26 (RFP22037).
25. Services Agreement - Lawn Maintenance Services with JT Lawn Services until 10/31/26 (RFP23056).
26. ND Department of Transportation FY2027 - Section 5339 Bus and Bus Facilities Program Grant Application.
27. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

28. **PUBLIC HEARING – WITHDRAWN** – Renaissance Zone New Construction project for Central at the Horizon, LP (Project 374-F) for the construction of a multi-dwelling residential project at 11 12th Street North

29. **PUBLIC HEARING – WITHDRAWN** – Application filed by Central at the Horizon, LP for a Payment in Lieu of Tax Exemption (PILOT) for a project to be located at 11 12th Street North which the applicant will use for a 262-unit multifamily development.
30. **PUBLIC HEARING – CONTINUE to 1/20/26** - Annexation of 236.16 acres, more or less in the Southeast Quarter and the East One-Half of the Southwest Quarter of Section 35, Township 141 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota; continued from the 11/10/25, 11/24/25 and 12/8/25 Regular Meetings.
31. **PUBLIC HEARING** – Application to transfer a Class “FA” Alcoholic Beverage License from Fargo South Hospitality LLC d/b/a Four Points by Sheraton to USH Fargo Ventures LLLP d/b/a Four Points by Sheraton located at 5064 23rd Avenue South.
32. Recommendation to transition the Fargo Youth Initiative.
33. Update on Bridge Projects (12th Avenue North and 40th Avenue South Pedestrian Bridge).
34. Recommendation to renew the contract with Axon Enterprises Inc.
35. Recommendation to approve the Auditor’s Office restructure plan and effective upon the retirement of City Auditor Steve Sprague appoint Finance Director Susan Thompson as the City Auditor.
36. Recommendation to proceed with the Lease Agreement and relocation of the Resource and Recovery Center.
37. Recommendations for appointments to the following:
 - a. Board of Adjustment.
 - b. Historic Preservation Commission.
 - c. Renaissance Zone Authority.
38. Liaison Commissioner Assignment Updates.
39. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

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.



City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research

A handwritten signature in blue ink, likely belonging to Jim Gilmour, the Director of Strategic Planning and Research.

DATE: December 12, 2025

SUBJECT: Letter of Support for Northern Plains Mechanical

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

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

Northern Plains Mechanical, through NPM Investments, is purchasing the building that Northern Plains Mechanical is currently renting. The property is located at 4537 13th Avenue North. Northern Plains Mechanical employs 42 people.

Northern Plains Mechanical is requesting a letter from the City of Fargo to support their application to the NDOF to finance the purchase of the building.

Recommended Motion

Provide a letter of support to the NDOF for the Northern Plains Mechanical building purchase to provide match of the Bank of ND interest buy down program.

CITY ATTORNEY
Nancy J. Morris

**OFFICE OF THE
CITY ATTORNEY**

②

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Ian R. McLean ■ Alissa R. Farol ■ William B. Wischer

December 17, 2025

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

RE: Ordinance amendments to FMC 1-0305 and 10-0304 regarding dangerous weapons

Dear Mayor and Commissioners,

This amendment is being brought forward at the request of City of Fargo Prosecution Office to correct clerical errors.

Amendments were made to N.D.C.C. § 62.1-02-05 this year, which changed possessing a dangerous weapon from an infraction to a noncriminal offense (\$100 fine). Fargo Municipal Code § 1-0305 (the penalty section) was changed accordingly. However, when the possession penalty was changed, the title of the offense mistakenly included discharging a dangerous weapon. Discharging a firearm is a Class B Misdemeanor on the state-level. This amendment clarifies the following:

- Violation of Fargo Municipal Code § 10-0304(C), Discharge of a Firearm, be classified as a Class B misdemeanor; and
- Violation of Fargo Municipal Code § 10-0304(D), Possession of a Dangerous Weapon, be classified as a noncriminal offense.

Suggested Motion:

I move to waive receipt and filing of the enclosed ordinances one week prior to first reading and that this be the first reading, by title, of an ordinance amending section 1-0305, of article 1-03, of chapter 1, of the Fargo Municipal Code, relating to Classification of ordinance violations.

I move to waive receipt and filing of the enclosed ordinances one week prior to first reading and that this be the first reading, by title, of an ordinance amending section 10-0304, of article 10-03, of chapter 10, of the Fargo Municipal Code, relating to carrying, possession, discharge of dangerous weapons.

Sincerely,



William B. Wischer

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 1-0305 OF
2 ARTICLE 1-03, OF CHAPTER 1, OF THE FARGO MUNICIPAL CODE
3 RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

4 AND

5 AN ORDINANCE AMENDING SECTION 10-0304 OF ARTICLE 10-03,
6 OF CHAPTER 10, OF THE FARGO MUNICIPAL CODE RELATING TO
7 CARRYING, POSSESSION, DISCHARGE OF DANGEROUS WEAPONS

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

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

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

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

17 NOW, THEREFORE,

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

19 Section 1. amendment.

20 Section 1-0305 of article 1-03, of chapter 1, of the Fargo Municipal Code, is amended as
21 follows:
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23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 A. Violations of the following ordinances are Class B misdemeanors, subject to
2 punishment as provided in this article: 1. Section 1-0306(D) (failure to appear or post
3 bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious
4 registration), section 8-0305(A)(3) (lending registration plates), section 8-0308
5 (reproducing operator's or driver's license or permit), section 8-0309 (driving under
6 suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless
7 driving), section 8-0320(D) (failure to deliver plates) section 8-0803 (accidents
8 involving damage to vehicle), section 8-0804 (duty to give information and render
9 aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809
10 (false reports), section 10-0104 (curfew), section 10-0201 (indecent exposure),
11 section 10-0301 (disorderly conduct), section 10-0201 (indecent exposure), section
12 10-0301 (disorderly conduct), section 10-0304(C) (discharging a firearm), section
13 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-
14 0320 (registration in schools), section 10-0321 (criminal mischief), section 10-
15 0321.1 (criminal mischief-hate crime), section 10-0322 (harassment), section 10-
16 0322.1 (harassment-hate crime), section 10-0323 (simple assault), section 10-
17 0323.1 (simple assault-hate crime), section 10-0324 (aiding and abetting), section
18 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse),
section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz.
marijuana) and 10-1202(3) (under 21 in possession of marijuana), 12-
0105(E)(6) (failing to surrender habitually at large animal), 12-0117(G)(2) (owning
a dog after being barred), 12-0117(G)(3) (failure to surrender a dangerous or
potentially dangerous dog), 12-0117(G)(4) (allowing a dangerous or potentially
dangerous dog to run at large), section 13-0511 (removal of wastes), section 13-
0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites),
article 13-13 (drug lab cleanup), article 13-18 (massage therapy establishments),
chapter 17 (sewers and sewerage), article 18-09 (excavation code), section 25-0412
(unlicensed taxicab or vehicle for hire), section 25-1509(A) (selling alcoholic
beverage to minor), section 25-1518(C) (minor misrepresenting age), and section
25-1518(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body
art and body piercing), article 25-36 (tanning facilities), article 25-38 (commercial
pedal car vehicles).

- 20 C. Violations of the following ordinances are noncriminal offenses and shall require
21 payment of a fee as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

7. For a violation of the following ordinances, a fee of \$100.00.

Section 8-0317(B)(1) (drag racing), section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-0920 (size, weight, and load restrictions of vehicles operated within the city), section 8-0924 (restricted use of streets and highways), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0304(D) (~~carrying, possession, discharge of~~ carrying or possessing a dangerous weapons).

Section 2. amendment.

Section 10-0304 of article 10-03, of chapter 10, of the Fargo Municipal Code, is amended as follows:

- C. It shall be unlawful within the limits of the city for any person to discharge, ~~or activate any dangerous weapon or~~ firearm. This subsection shall not apply to:

1. Law enforcement officers in the performance of their duties
2. Persons in defense of person or property;
3. Persons lawfully participating in a management plan or program approved by the board of city commissioners for the control of deer or other animals within the city limits; and
4. Person using an indoor firing range that is a permitted use under Chapter 20 (Land Development Code) of the Fargo Municipal Code.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Penalty.

A person who violates section 10-0304(C) of the Fargo Municipal Code shall be deemed to have committed a Class B Misdemeanor and shall be punished as provided in Section 1-0301(A) of the Fargo Municipal Code, as may be amended from time to time.

A person who violates section 10-0304(D) of the Fargo Municipal Code shall be deemed to have committed noncriminal offense and shall be punished as provided in Section 1-0305(C) of the Fargo Municipal Code, as may be amended from time to time.

Section 4. Effective Date.

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

Dr. Timothy J. Mahoney, Mayor

Attest:

Angie Bear, Deputy City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

3

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN 45TH STREET PARK SECOND ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in 45th Street Park Second Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on September 4, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 8, 2025.

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Four (4), Block One (1) of 45th Street Park Second Addition to the City of Fargo, Cass County, North Dakota;

that is currently zoned "GC", General Commercial, District will hereby retain the base zoning of "GC", General Commercial, District, and enact a "PUD", Planned Unit Development Overlay, District, as follows:

Allowed Uses.

In addition to the uses allowed within the "GC", General Commercial zoning district, residential and industrial use shall also be allowed.

Residential Density.

The minimum residential density allowed shall be 13 units per acre.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Parking.

The following parking requirements are as follows:

- Residential 1.5 spaces per unit.
- Research and Development use 2.77 spaces per 1,000 square feet.
- Parking can be located anywhere in the development.
- All other parking requirements shall be governed by the Land Development Code.

Setbacks.

Front setback to be reviewed from L4, B1, 45th Street Park 2nd Addition, on west side of development.

Landscaping.

The parking lot buffer requirement shall be waived along 45th Street South and along 2nd Avenue South.
Open space plant units placed in the front and street side shall be reduced to 30%.
Open space plant units may be located collectively within the development.
At the final phase of development, all required open space plant units will be verified.
Landscaping will increase with review of phased PUD Final Plans. Landscape plans will be submitted with each Final Plan for internal review.

Height.

The maximum building height for the overall development shall be 85 feet.

Open Space.

The development shall have a minimum of 15% open space.

Residential Protection Standards.

No residential protection standards apply to the development.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Additional Standards.

1 All primary buildings shall be constructed or clad with materials that are durable,
2 economically-maintained, and of a quality that will retain their appearance over time,
3 including but not limited to natural or synthetic stone; brick; stucco; integrally colored,
4 textured or glazed concrete masonry units; high-quality pre-stressed concrete systems;
commercial-grade steel siding or glass. Natural wood or wood paneling shall not be used
as a principal exterior wall material, but durable synthetic materials with the appearance of
wood may be used.

5 Color schemes shall tie building elements together within the same development to each
6 other, and shall be used to enhance the architectural form of a building.

7 All building facades above ground floor facing public streets greater than 150 feet in length,
8 measured horizontally, shall incorporate wall plane projections or recesses having a depth
9 of at least 4 feet, and account for at least 20 percent of the facade. No uninterrupted length
of any facade shall exceed 150 horizontal feet. An articulated façade would emphasis
elements on the face of a wall including change in setback, materials, roof pitch or height.

10 Ground floor façades that face public streets shall have arcades, windows, display
11 windows, entry areas, awnings, or other such features along no less than 45% of their
12 horizontal length. If the façade facing the street is not the front it shall include the same
features and/or landscaping in scale with the façade.

13 Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public
14 view via the street, by parapets or screens.

15 Loading facilities shall not be located at the front of structures where it is difficult to
16 adequately screen them from view. All loading and service areas shall be screened from
the view of adjacent public streets through a structure and/or landscaping.

17 Dumpsters and outdoor storage areas must be completely screened from view. Collection
18 area enclosures shall contain permanent walls on three (3) sides with the service opening
19 not directly facing any public right-of-way or residentially zoned property. The fourth side
shall incorporate a metal gate to visually screen the dumpster or compactor.

20 Separate vehicular and pedestrian circulation systems shall be provided. An on-site system
21 of pedestrian walkways shall be designed to provide direct access and connections to and
22 between the following:
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 -The primary entrance(s) to each commercial building, including pad site buildings.
2 -Any sidewalks or walkways on adjacent properties that extend to the boundaries shared
3 with the commercial development.

4 -Parking areas or structures that serve each primary building.

5 -Connections between the on-site (internal) pedestrian walkway network and any public
6 sidewalk system located along adjacent perimeter streets shall be provided at regular
7 intervals along the perimeter street as appropriate to provide easy access from the public
8 sidewalks to the interior walkway network.

9 -Any public sidewalk system along the perimeter streets adjacent to the development.

10 -Where practical and appropriate, adjacent land uses and developments, including but not
11 limited to residential developments, parks, retail shopping centers, and office buildings.

12 The following uses are prohibited:

13 Detention facilities;
14 Adult Establishment;
15 Off-premise advertising signs;
16 Portable signs;
17 Vehicle repair; and
18 Aviation/surface transportation.

19 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
20 office so as to conform with and carry out the provisions of this ordinance.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Attest:

Angie Bear, Deputy City Auditor

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN 45TH STREET PARK SIXTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed 45th Street Park Sixth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on September 4, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 8, 2025.

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1) of 45th Street Park Sixth Addition to the City of Fargo, Cass County, North Dakota;

that is currently zoned "GC", General Commercial, District and "LI", Limited Industrial, District with a "C-O", Conditional Overlay, District, as established by Fargo Municipal Ordinance No. 4611, will hereby be rezoned to "GC", General Commercial, District, repealing the "C-O", Conditional Overlay, District and enacting a "PUD", Planned Unit Development Overlay, District, as follows:

Allowed Uses.

In addition to the uses allowed within the "GC", General Commercial zoning district, residential and industrial use shall also be allowed.

Residential Density.

The minimum residential density allowed shall be 13 units per acre.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Parking.

The following parking requirements are as follows:

- Residential 1.5 spaces per unit.
- Research and Development use 2.77 spaces per 1,000 square feet.
- Parking can be located anywhere in the development.
- All other parking requirements shall be governed by the Land Development Code.

Setbacks.

Front setback to be reviewed from L4, B1, 45th Street Park 2nd Addition, on west side of development.

Landscaping.

The parking lot buffer requirement shall be waived along 45th Street South and along 2nd Avenue South.

Open space plant units placed in the front and street side shall be reduced to 30%.

Open space plant units may be located collectively within the development.

At the final phase of development, all required open space plant units will be verified.

Landscaping will increase with review of phased PUD Final Plans. Landscape plans will be submitted with each Final Plan for internal review.

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The maximum building height for the overall development shall be 85 feet.

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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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2 economically-maintained, and of a quality that will retain their appearance over time,
3 including but not limited to natural or synthetic stone; brick; stucco; integrally colored,
4 textured or glazed concrete masonry units; high-quality pre-stressed concrete systems;
commercial-grade steel siding or glass. Natural wood or wood paneling shall not be used
as a principal exterior wall material, but durable synthetic materials with the appearance of
wood may be used.

5 Color schemes shall tie building elements together within the same development to each
6 other, and shall be used to enhance the architectural form of a building.

7 All building facades above ground floor facing public streets greater than 150 feet in length,
8 measured horizontally, shall incorporate wall plane projections or recesses having a depth
9 of at least 4 feet, and account for at least 20 percent of the facade. No uninterrupted length
of any facade shall exceed 150 horizontal feet. An articulated façade would emphasis
elements on the face of a wall including change in setback, materials, roof pitch or height.

10 Ground floor façades that face public streets shall have arcades, windows, display
11 windows, entry areas, awnings, or other such features along no less than 45% of their
12 horizontal length. If the façade facing the street is not the front it shall include the same
features and/or landscaping in scale with the façade.

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14 view via the street, by parapets or screens.

15 Loading facilities shall not be located at the front of structures where it is difficult to
16 adequately screen them from view. All loading and service areas shall be screened from
the view of adjacent public streets through a structure and/or landscaping.

17 Dumpsters and outdoor storage areas must be completely screened from view. Collection
18 area enclosures shall contain permanent walls on three (3) sides with the service opening
19 not directly facing any public right-of-way or residentially zoned property. The fourth side
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20 Separate vehicular and pedestrian circulation systems shall be provided. An on-site system
21 of pedestrian walkways shall be designed to provide direct access and connections to and
22 between the following:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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2 -Any sidewalks or walkways on adjacent properties that extend to the boundaries shared
3 with the commercial development.

4 -Parking areas or structures that serve each primary building.

5 -Connections between the on-site (internal) pedestrian walkway network and any public
6 sidewalk system located along adjacent perimeter streets shall be provided at regular
7 intervals along the perimeter street as appropriate to provide easy access from the public
8 sidewalks to the interior walkway network.

9 -Any public sidewalk system along the perimeter streets adjacent to the development.

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11 limited to residential developments, parks, retail shopping centers, and office buildings.

12 The following uses are prohibited:

13 Detention facilities;
14 Adult Establishment;
15 Off-premise advertising signs;
16 Portable signs;
17 Vehicle repair; and
18 Aviation/surface transportation.

19 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
20 office so as to conform with and carry out the provisions of this ordinance.
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Angie Bear, Deputy City Auditor

First Reading:
Second Reading:
Final Passage:



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**



SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski

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

December 18, 2025

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

RE: Southern Valley Fire & Rescue Rural Fire Protection District, a political subdivision of the State of North Dakota v. City of Fargo, a political subdivision of the State of North Dakota and Cass County, a political subdivision of the State of North Dakota.

Dear Commissioners,

Please find attached for receive and file a Summons and Complaint commenced in District court by the Southern Valley Fire & Rescue Rural Fire District against the City of Fargo and Cass County, North Dakota.

SUGGESTED MOTION: I move to receive and file the action Southern Valley Fire & Rescue Rural Fire District verse City of Fargo and Cass County, North Dakota.

Please feel free to contact me if you have any questions or concerns.

Regards,

Ian R. McLean
City Attorney

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

Southern Valley Fire & Rescue Rural Fire
Protection District, a political subdivision of
the State of North Dakota,

Plaintiff,

v.

City of Fargo, a political subdivision of the
State of North Dakota; and Cass County, a
political subdivision of the State of North
Dakota,

Defendants.

Case No.: _____

SUMMONS

STATE OF NORTH DAKOTA TO THE ABOVE NAMED DEFENDANTS:

[¶1] YOU ARE HEREBY SUMMONED and required to appear and defend against the Complaint in this action, which is hereby served upon you, by serving upon the undersigned an answer or other proper response within twenty-one days after the service of this Summons and Complaint upon you, exclusive of the date of service.

[¶2] If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Dated this 8th day of December, 2025.

/s/ Lee M. Grossman

Lee M. Grossman (ND ID 06117)
SW&L ATTORNEYS
4627 44th Ave. S, Ste. 108
Fargo, ND 58104
Phone: 701.297.2890
lee.grossman@swlattorneys.com
ATTORNEY FOR PLAINTIFF

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL DISTRICT

Southern Valley Fire & Rescue Rural Fire
Protection District, a political subdivision of
the State of North Dakota,

Plaintiff,

v.

City of Fargo, a political subdivision of the
State of North Dakota; and Cass County, a
political subdivision of the State of North
Dakota,

Defendants.

Case No.: _____

COMPLAINT

[¶1] Plaintiff, for its Complaint against Defendants, states and alleges as follows:

[¶2] Plaintiff Southern Valley Fire & Rescue Rural Fire Protection District (“*SVFR*”), formerly known as the Horace Rural Fire Protection District, is a rural fire protection district created under N.D.C.C. Ch. 18-10, located in Cass County, North Dakota.

[¶3] Defendant City of Fargo (“*Fargo*”) is a city incorporated under the laws of North Dakota, located in Cass County, and governed by a home rule charter.

[¶4] Defendant Cass County (“*Cass County*”) is a county created under the laws of North Dakota and governed by a home rule charter.

[¶5] This Court has personal jurisdiction over the parties.

[¶6] This Court has subject matter jurisdiction over this action.

[¶7] Venue is appropriate because all parties and the dispute are located in Cass County, North Dakota.

FACTUAL ALLEGATIONS

[¶8] On October 24, 1958, SVFR, then known as Horace Rural Fire Protection District, was established as a rural fire protection district under existing North Dakota law for the purpose of providing fire protection and rescue services.

[¶9] On or about May 3, 1960, the village of Horace was annexed into the fire protection territory of SVFR.

[¶10] On or about June 25, 1980, the West half of section 35 in Barnes Township and the incorporated area of the city of Prairie Rose were annexed into the SVFR.

[¶11] On or about August 3, 1982, Hickson Fire District (Pleasant Township sections 19-36) was annexed into the SVFR to become one rural fire protection district.

[¶12] Since 1982, SVFR's fire protection district, located entirely within Cass County, has consisted of all of Pleasant Township, all of Stanley Township, Sections 1-4, 9-16, 21-26, and 35-36 of Warren Township, and the west half of Section 35 in Barnes Township. (*Exhibit 1*, Map of SVFR Territory (1982)).

[¶13] Rural fire protection districts are governed by N.D.C.C. chapter 18-10.

[¶14] SVFR has the authority to levy taxes on real and personal property within its boundaries to pay for the maintenance of the SVFR.

[¶15] Since SVFR was first established, Fargo has annexed and expanded its city limits under N.D.C.C. chapter 40-51.2 to include territory within the SVFR district.

[¶16] Before the growth of Fargo to the south, the northern border of SVFR's territory was the border between Stanley and Barnes Townships and the border between Warren and Mapleton Townships. This boundary is now identified as 52nd Avenue South within Fargo's city limits.

[¶17] As part of Fargo's annexation of territory to expand its city limits, the Fargo Fire Department ("*Fargo FD*") has expanded its fire protection territory to coincide with the City of Fargo's expansion.

[¶18] Fargo FD's expansion of territory is an illegal annexation of SVFR's territory.

[¶19] Fargo FD's annexation of SVFR's territory was not done in compliance with North Dakota law for annexation of territory under N.D.C.C. ch. 18-10.

[¶20] Currently Fargo FD's territory overlaps with SVFR's territory for fire protection services.

[¶21] The City of Fargo and Fargo FD have been aware for decades that Fargo FD's territory did not automatically expand when the City annexed more territory into its city limits.

[¶22] SVFR is responsible for annually estimating the probable expense for carrying out general fire protection for the district.

[¶23] The Cass County auditor is responsible for levying the appropriate tax upon the taxable property located within SVFR.

[¶24] The Cass County auditor is responsible for paying over the tax collected in SVFR's territory to SVFR.

[¶25] If any territory is to be annexed or removed from a rural fire protection district, certain petitions, documents and requirements are to be filed with the Cass County auditor under N.D.C.C. § 18-10-12.1.

[¶26] The Cass County auditor shall determine whether or not the petition for annexation complies with the requirements of N.D.C.C. § 18-10-12.1.

[¶27] Petitions by fee title holders to withdraw territory from SVFR's fire protection district were never filed to coincide with Fargo's expansion of its city limits.

[¶28] Fargo never filed any petition with the Cass County auditor or any other government entity to annex territory away from SVFR.

[¶29] SVFR never had an opportunity to object to Fargo FD's proposed annexation because no petition was ever filed.

[¶30] The Cass County commission never held a hearing on Fargo FD's annexation of SVFR's territory because no petition was ever filed.

[¶31] The Cass County commission never made a determination of whether such territory should be annexed by Fargo FD because no petition was ever filed.

[¶32] Despite no proper annexation, the Cass County auditor diverted taxes collected on property located within the territory of SVFR and paid the tax to the City of Fargo and Fargo FD.

[¶33] The Cass County auditor paid taxes collected on property that had expanded with Fargo's annexation of territory, but that property had not been properly annexed by Fargo FD.

[¶34] SVFR's territory has remained unchanged since 1982 because Fargo has failed to properly follow the requirements under N.D.C.C. § 18-10-12.1 to remove territory from SVFR's district.

[¶35] Even though SVFR's territory has remained legally unchanged, the Cass County auditor has collected taxes from SVFR's territory and paid those taxes to Fargo.

[¶36] Fargo and Fargo FD have effected a series of improper annexations of SVFR's territory, with available records showing the practice starting at least in 1986, if not earlier.

[¶37] Following the date of each improper annexation, Fargo FD has expanded its fire protection territory without following the statutory framework of N.D.C.C. ch. 18-10.

[¶38] Following the date of each improper annexation, the Cass County auditor has redirected tens of millions of dollars in property tax income and revenue away from SVFR and toward Fargo and Fargo FD.

[¶39] The Fargo FD fire protection territory has illegally annexed numerous parcels of land from Stanley Township, squarely within SVFR's territory. (*Exhibit 1*, Map of SVFR Territory (1982); *Exhibit 2*, Map of SVFR Territory Annexed by Fargo; *Exhibit 4*, SVFR Lost Property List.)

[¶40] SVFR made Fargo and Fargo FD aware of the improper annexation practices. Despite this, Fargo and Fargo FD continue the illegal practice of annexation.

[¶41] SVFR made demands to Fargo and Fargo FD to return illegally annexed territory back to SVFR. Despite this, Fargo and Fargo FD have refused to cede back territory.

[¶42] SVFR made demands to Fargo and Fargo FD to return illegally acquired tax income and revenue back to SFVR. Despite this, Fargo and Fargo FD have refused to return any money or other things of value.

[¶43] In October 2024, Fargo FD opened Fire Station 8, a gleaming state-of-the-art fire station located in SVFR's territory.

[¶44] Fire Station 8, which cost an estimated \$5.4 million, was paid for with taxable income and revenue that Fargo acquired due to its illegal annexation of SVFR's territory.

[¶45] Since 2018, as a direct result of the illegal actions by Fargo, Fargo FD, and Cass County, SVFR has lost at least \$6,259,129 in tax revenue and \$727,426 in lost fee revenue, for a total loss of at least \$6,986,555.

[¶46] The illegal actions by Fargo, Fargo FD, and Cass County will not cease without intervention by this Court.

COUNT 1 – WRIT OF MANDAMUS
City of Fargo

[¶47] SVFR restates and incorporates all preceding paragraphs of this Complaint.

[¶48] N.D.C.C. § 18-10-12.1 sets forth the proper statutory framework to remove territory from a rural fire protection district.

[¶49] N.D.C.C. § 18-10-12.1 states a person having an ownership interest in property located within a rural fire protection district may withdraw that property from the rural fire protection district.

[¶50] N.D.C.C. § 18-10-12.1(1) requires the territory to be withdrawn from the rural fire protection district must border the outer boundary of the district.

[¶51] N.D.C.C. § 18-10-12.1(4) requires the proceedings for withdrawal must be initiated by the filing of a petition with the county auditor and signed by the fee title holders of 60% of the surface acreage in the territory sought to be withdrawn and contain a description of the boundaries of the territory sought to be withdrawn and a map or plat illustrating such area.

[¶52] N.D.C.C. § 18-10-12.1(5) requires the county auditor to verify from the tax schedules and determine whether the petition complies with the law.

[¶53] N.D.C.C. § 18-10-12.1(6) requires the county auditor to determine and certify the respective percentage proportions of taxable valuation of the territory petitioned to be withdrawn to the taxable valuation of all property in the rural fire protection district prior to withdrawal to the board of directors of the rural fire protection district.

[¶54] N.D.C.C. § 18-10-12.1(7) requires that within twenty days after receipt of the petition, verification, and computation of respective percentage proportions, the board of directors of the rural fire protection district concerned shall attach to the petition a statement of

outstanding obligations of the district and shall forward the petition to the appropriate board of county commissioners.

[¶55] N.D.C.C. § 18-10-12.1(8) requires the board of county commissioners, at a regular meeting, to compute the indebtedness proportionately assignable to the territory sought to be withdrawn and, by written order, describe the boundaries of the territory withdrawn and the indebtedness of the rural fire protection district assigned to the territory and subject to continued levy. This law requires the order and computation be filed with the county auditor.

[¶56] Fargo failed to properly follow the statutory framework set forth in N.D.C.C. § 18-10-12.1. No petition was ever filed by any property owner to remove territory from SVFR's rural fire protection district.

[¶57] Fargo annexed territory from SVFR's fire protection district without complying with any of the steps set forth in N.D.C.C. § 18-10-12.1. A list of properties illegally annexed by Fargo are set forth in *Exhibit 4*, SVFR Lost Property List.

[¶58] A district court may issue a writ of mandamus to any inferior corporation, board, or person to compel the performance of an act which the law specially enjoins.

[¶59] A writ of mandamus must be issued in all cases where there is not a plain, speedy, and adequate remedy in the ordinary course of law.

[¶60] SVFR has filed an affidavit with the Court about the need for a writ of mandamus.

[¶61] SVFR is seeking an order from the Court compelling Fargo to return all illegally annexed property from SVFR's territory to SVFR.

[¶62] SVFR is seeking an order from the Court compelling Fargo to return all illegally acquired tax revenue from property in SVFR's territory to SVFR.

COUNT 2 – WRIT OF MANDAMUS
Cass County

[¶63] SVFR restates and incorporates all preceding paragraphs of this Complaint.

[¶64] N.D.C.C. § 18-10-12.1 sets forth the proper statutory framework to remove territory from a rural fire protection district.

[¶65] N.D.C.C. § 18-10-12.1 states a person having an ownership interest in property located within a rural fire protection district may withdraw that property from the rural fire protection district.

[¶66] N.D.C.C. § 18-10-12.1(1) requires the territory to be withdrawn from the rural fire protection district must border the outer boundary of the district.

[¶67] N.D.C.C. § 18-10-12.1(4) requires the proceedings for withdrawal must be initiated by the filing of a petition with the county auditor and signed by the fee title holders of 60% of the surface acreage in the territory sought to be withdrawn and contain a description of the boundaries of the territory sought to be withdrawn and a map or plat illustrating such area.

[¶68] N.D.C.C. § 18-10-12.1(5) requires the county auditor to verify from the tax schedules and determine whether the petition complies with the law.

[¶69] N.D.C.C. § 18-10-12.1(6) requires the county auditor to determine and certify the respective percentage proportions of taxable valuation of the territory petitioned to be withdrawn to the taxable valuation of all property in the rural fire protection district prior to withdrawal to the board of directors of the rural fire protection district.

[¶70] N.D.C.C. § 18-10-12.1(7) requires that within twenty days after receipt of the petition, verification, and computation of respective percentage proportions, the board of directors of the rural fire protection district concerned shall attach to the petition a statement of outstanding obligations of the district and shall forward the petition to the appropriate board of county commissioners.

[¶71] N.D.C.C. § 18-10-12.1(8) requires the board of county commissioners, at a regular meeting, to compute the indebtedness proportionately assignable to the territory sought to be withdrawn and, by written order, describe the boundaries of the territory withdrawn and the indebtedness of the rural fire protection district assigned to the territory and subject to continued levy. This law requires the order and computation be filed with the county auditor.

[¶72] N.D.C.C. § 57-20-04 requires the county auditor to prepare and transmit to the state tax commissioner a complete abstract of the tax list in the auditor's county and a report providing each taxing district's property valuation and property tax levy.

[¶73] N.D.C.C. § 57-20-06 requires the county auditor to deliver tax lists of the tax districts in the county to the county treasurer.

[¶74] N.D.C.C. § 57-20-07 requires the county treasurer to receive and collect all taxes within the county and place the taxes in the proper funds for each of the tax districts.

[¶75] N.D.C.C. § 18-10-07 requires the county auditor to levy a tax upon taxable property located within a rural fire protection district for the maintenance of the fire protection district.

[¶76] N.D.C.C. § 18-10-09 requires the county auditor to deposit all funds collected on behalf of the fire protection district through the levy of taxes in a state or national bank to the credit of the fire protection district fund.

[¶77] The Cass County auditor failed to properly verify any petition filed to remove territory from SVFR's rural fire protection district.

[¶78] Cass County board of commissioners failed to hold a public meeting and issue a written order to remove territory from SVFR's rural fire protection district.

[¶79] Cass County, through its auditor and board of commissioners, has a statutory duty to verify a petition to remove territory from SVFR's rural fire protection district and make a written order on the petition, verification, and computation of all taxable property in SVFR's district.

[¶80] Cass County, through its auditor and treasurer, has a statutory duty to correctly collect and distribute taxes to the proper funds to tax districts, including SVFR.

[¶81] Cass County failed to follow the statutory mechanism set forth in N.D.C.C. ch. 57-20 and N.D.C.C. ch. 18-10 for collecting and distributing taxes to SVFR by taking taxes collected in SVFR's fire protection district and distributing those funds to the City of Fargo.

[¶82] A district court may issue a writ of mandamus to any inferior corporation, board, or person to compel the performance of an act which the law specially enjoins.

[¶83] A writ of mandamus must be issued in all cases where there is not a plain, speedy, and adequate remedy in the ordinary course of law.

[¶84] SVFR has filed an affidavit with the Court about the need for a writ of mandamus.

[¶85] SVFR is seeking an order from the Court compelling Cass County to properly distribute tax revenue to SVFR that was collected from tax assessments in SVFR's territory.

[¶86] SVFR is seeking an order from the Court compelling Cass County to return all illegally acquired tax revenue from property in SVFR's territory to SVFR.

COUNT 3 – CONVERSION
City of Fargo

[¶87] SVFR restates and incorporates all preceding paragraphs of this Complaint.

[¶88] The parcels identified in *Exhibit 4* are parcels that have been part of SVFR's fire protection district territory since at least 1982.

[¶89] Through tax assessments, SVFR collects revenue from the parcels within its fire protection district.

[¶90] Fargo had knowledge that the parcels identified in *Exhibit 4* were part of SVFR's territory.

[¶91] Fargo wrongfully took and/or accepted tax revenue that rightfully belonged to SVFR and exercised dominion over the tax revenue inconsistent with or in defiance of SVFR's rights.

[¶92] SVFR demanded return of the tax revenue collected from parcels identified in *Exhibit 4* and paid to Fargo.

[¶93] Fargo has refused and continues to refuse to return the tax revenue collected from SVFR's fire protection district that was wrongfully paid to Fargo, despite knowing that the tax revenue was collected from parcels located within SVFR's fire protection district.

[¶94] As a direct and proximate result of Fargo's acts and omissions, since 2018 SVFR has been deprived of at least \$6,259,129 in lost tax revenue and \$727,426 in lost fee revenue, for a total loss of at least \$6,986,555.

COUNT 4 – UNJUST ENRICHMENT
City of Fargo

[¶95] SVFR restates and incorporates all preceding paragraphs of this Complaint.

[¶96] The parcels identified in *Exhibit 4* are parcels that have been part of SVFR's fire protection district territory since at least 1982.

[¶97] Through tax assessments, SVFR collects revenue from the parcels within its fire protection district.

[¶98] SVFR had a reasonable expectation it would receive tax revenue from the parcels within its fire protection district.

[¶99] Fargo illegally annexed parcels from SVFR's fire protection district and received tax revenue from those parcels.

[¶100] Fargo has not provided compensation to SVFR for the tax revenue Fargo received from the parcels in SVFR's fire protection district.

[¶101] Fargo would be unjustly enriched if it were allowed to keep the benefit of tax revenues collected from SVFR's fire protection district without providing compensation.

[¶102] As a direct and proximate result of Fargo's acts and omissions, since 2018 SVFR has been deprived of at least \$6,259,129 in lost tax revenue and \$727,426 in lost fee revenue, for a total loss of at least \$6,986,555.

COUNT 5 – MONEY HAD AND RECEIVED
City of Fargo

[¶103] SVFR restates and incorporates all preceding paragraphs of this Complaint.

[¶104] SVFR has a statutory right to receive tax funds collected within its territory as a rural fire protection district.

[¶105] Cass County unlawfully distributed tax funds collected from SVFR's territory to the City of Fargo.

[¶106] City of Fargo received tax funds from Cass County that rightfully belonged to SVFR.

[¶107] The City of Fargo has and continues to have possession of tax money that in equity belongs to SVFR and should be delivered to SVFR.

[¶108] SVFR is entitled to disgorge from the City of Fargo the tax money that the City of Fargo currently has in its possession that otherwise belongs to SVFR.

[¶109] As a direct and proximate result of Fargo's acts and omissions, since 2018 SVFR has been deprived of at least \$6,259,129 in lost tax revenue and \$727,426 in lost fee revenue, for a total loss of at least \$6,986,555

COUNT 6 – DECLARATORY RELIEF
City of Fargo and Cass County

[¶110] SVFR restates and incorporates all preceding paragraphs of this Complaint.

[¶111] N.D.C.C. ch. 18-10 sets forth the statutory framework to annex territory from a rural fire protection district, for the assessment of taxes within the fire protection district, and for the payment of taxes within the fire protection district.

[¶112] SVFR's rights, status, or other legal relations are affected by N.D.C.C. ch. 18-10 because SVFR's territory and tax revenue are controlled by these statutes.

[¶113] SVFR's rights, status, and other legal relations are being lost due to the actions of Fargo and Cass County, each of whom have failed to follow the statutory framework of N.D.C.C. ch. 18-10.

[¶114] Pursuant to N.D.C.C. ch. 32-23 and N.D.R.Civ.P. 57, SVFR requests this Court declare the proper statutory framework to annex territory from a rural fire protection district under N.D.C.C. ch. 18-10.

[¶115] An actual existing or bona fide controversy exists between SVFR and Fargo as to the legal rights and obligations of the parties. This controversy can be determined only by a declaratory judgment.

[¶116] An actual existing or bona fide controversy exists between SVFR and Cass County as to the legal rights and obligations of the parties. This controversy can be determined only by a declaratory judgment.

[¶117] The Court's determination and declaration of the parties' rights, status, and legal relationship will resolve the bulk of the parties' dispute, limit ongoing damages, increase judicial economy, and limit harm.

COUNT 7 – INJUNCTIVE RELIEF
City of Fargo and Cass County

[¶118] SVFR restates and incorporates all preceding paragraphs of this Complaint.

[¶119] This claim for relief is brought under N.D.C.C. ch. 32-05, N.D.C.C. ch. 32-06, and N.D.R.Civ.P. 65.

[¶120] SVFR has a substantial probability of succeeding on the merits of its claims against Fargo because Fargo completely failed to follow the statutory framework of N.D.C.C. § 18-10-12.1 to remove territory from the rural fire protection district.

[¶121] SVFR has a substantial probability of succeeding on the merits of its claims against Cass County because Cass County failed to properly collect tax revenue from SVFR's territory and pay that revenue to SVFR.

[¶122] SVFR will suffer irreparable injury if Fargo is able to keep the illegally annexed territory and keep tax revenues collected therefrom.

[¶123] SVFR has lost and will continue to lose tens of millions of dollars in tax revenue, as evidenced by the cost of the fire station Fargo built in SVFR's territory.

[¶124] Fargo and Cass County's actions have an adverse effect on public interest because tax assessments collected within a taxing district are to be used for the benefit of that political subdivision.

[¶125] Fargo and Cass County's actions have an adverse effect on public interest because North Dakota statutes clearly set forth the funding mechanisms for rural fire protection districts.

If rural fire protection districts are defunded, then rural communities and rural areas will lose vital fire protection services.

[¶126] SVFR asserts the appropriate relief against Fargo is a permanent injunction enjoining Fargo from illegally annexing SVFR's territory.

[¶127] SVFR asserts the appropriate relief against Cass County is a permanent injunction enjoining Cass County from illegally distributing SVFR's tax revenue to Fargo.

PRAYER FOR RELIEF

[¶128] WHEREFORE, SVFR prays for judgment as follows:

[¶129] For a preliminary injunction and permanent injunction under N.D.R.Civ.P. 65 enjoining Fargo from illegally removing property from SVFR's territory;

[¶130] For a preliminary injunction and permanent injunction under N.D.R.Civ.P. 65 enjoining Cass County from illegally distributing SVFR's tax revenue to Fargo;

[¶131] For writ of mandamus from the Court compelling Fargo to return all illegally acquired property from SVFR's territory to SVFR;

[¶132] For a writ of mandamus from the Court compelling Fargo to return all illegally acquired tax revenue from property in SVFR's territory to SVFR;

[¶133] For a writ of mandamus from the Court compelling Cass County to properly distribute tax revenue to SVFR that was collected from tax assessments in SVFR's territory;

[¶134] For a writ of mandamus from the Court compelling Cass County to return all illegally acquired tax revenue from property in SVFR's territory to SVFR;

[¶135] For declaratory judgment that Fargo failed to comply with N.D.C.C. ch. 18-10 by illegally removing territory from SVFR for fire protection services;

[¶136] For declaratory judgment that Cass County failed to comply with N.D.C.C. ch. 18-10 by taking tax revenue from SVFR's territory and paying that revenue to Fargo;

[¶137] For judgment against Fargo in the amount of at least \$6,259,129 for the value of tax revenue illegally acquired from SVFR's tax assessments, a more definite amount to be proven at trial;

[¶138] For judgment against Fargo in the amount of at least \$727,426 for the value of lost fee revenue illegally acquired by Fargo, a more definite amount to be proven at trial;

[¶139] For a total judgment against Fargo and Cass County, jointly and severally, in the amount of at least \$6,986,555.

[¶140] For all costs, disbursements, and attorney's fees incurred by SVFR as allowed by law;

[¶141] For any prejudgment and post-judgment interest as allowed by law;

[¶142] For such other legal or equitable relief as this Court may deem just and proper.

Dated this 8th day of December, 2025.

/s/ Lee M. Grossman

Lee M. Grossman (ND ID 06117)
SW&L ATTORNEYS
4627 44th Ave. S, Ste. 108
Fargo, ND 58104
Phone: 701.297.2890
lee.grossman@swlattorneys.com
ATTORNEY FOR PLAINTIFF


VERIFICATION

I, Chris Mahoney, as Fire Chief of Southern Valley Fire & Rescue Rural Fire Protection District, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.



Chris Mahoney, Fire Chief
Southern Valley Fire & Rescue Rural Fire Protection District

Subscribed and sworn before me this 4th day of December, 2025.



Notary Public
Cass County, ND



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: DECEMBER 22, 2025

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Auger Inn All Ranks Club		Dates of Activity (Does not include dates for the sales of tickets) please see attached	
Organization or Group Contact Person Dallas Fors	E-mail dallas.fors@us.af.mil	Telephone Number 701-451-2225	
Business Address 1400 32nd Ave N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Auger Inn All Ranks Club		County Cass	
Site Physical Address 1400 32nd Ave N B400	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) please see attached			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	cash	5,000.00
Raffle	cash	5,000.00
Total (limit \$50,000 per year)		\$ 10,000.00

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Dallas Fors	Telephone Number 701-451-2225	E-mail Address dallas.fors@us.af.mil
Signature of Organization Group's Permit Organizer <i>Dallas Fors</i>	Title Auger Inn All Ranks Club Board Member	Date Nov 20, 2025



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

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Fargo-Moorhead Curling Club - Youth		Dates of Activity (Does not include dates for the sales of tickets) 01/24/2026	
Organization or Group Contact Person Chris Ulmer	E-mail fmcurlingyouth@gmail.com	Telephone Number 701-400-7661	
Business Address 4300 23rd Ave S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different) PO Box 212	City Fargo	State ND	ZIP Code 58107

SITE INFO

Site Name Fargo-Moorhead Curling Club		County Cass	
Site Physical Address 4300 23rd Ave S	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One time raffle during a youth curling tournament - 01/24/2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	See attached documents	
Total (limit \$50,000 per year)		\$ 2,500

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Chris Ulmer	Telephone Number 701-400-7661	E-mail Address fmcurlingyouth@gmail.com
Signature of Organization Group's Permit Organizer 	Title Youth League Coordinator	Date 12/10/25

Page 42 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT



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

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*						
Games to be conducted							
<input type="checkbox"/> Bingo	<input type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input checked="" type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Knights of Columbus - 6570		Dates of Activity (Does not include dates for the sales of tickets) 4-1-2026 - 4-30-2026	
Organization or Group Contact Person James Foley		E-mail JimJ4ever@gmail.com	Telephone Number 701-261-8021
Business Address 1825 9th st s		City Fargo	State ND
Mailing Address (if different)		City	State
			ZIP Code 58103

SITE INFO

Site Name Nativity Church		County Cass	
Site Physical Address 1825 9th st s		City Fargo	State ND
			ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
Every day in April 4-1-26 to 4-30-26			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	\$ 50 ⁰⁰ x 21 Days	1050
Raffle	\$ 100 ⁰⁰ x 4 Days	400
Raffle	\$ 300 ⁰⁰ x 4 Days	1200 + 1000
	\$ 1,000 ⁰⁰ x 1 Day	
Total (limit \$50,000 per year)		\$ 3650 ⁰⁰

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer James Foley	Telephone Number 701-261-8021	E-mail Address JimJ4ever@gmail.com
Signature of Organization Group's Permit Organizer James Foley	Title Assistant Chair Person	Date 12-17-2025



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

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*						
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input checked="" type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group Knights of Columbus Council 11930 Sts Anne & Joachim		Dates of Activity (Does not include dates for the sales of tickets) 5/21/2026	
Organization or Group Contact Person Cory J Badinger	E-mail cory.badinger@outlook.com	Telephone Number 701-730-2130	
Business Address 5202 25th St S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Sts Anne & Joachim Catholic Church		County Cass	
Site Physical Address 5202 25th St S	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Calendar Raffle for the month of May 2026 to be drawn at officers meeting on May 21, 2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	Cash	\$2,225
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Cory J. Badinger	Telephone Number 701-730.2130	E-mail Address cory.badinger@outlook.com
Signature of Organization Group's Permit Organizer 	Title Financial Secretary	Date 12/17/2025



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



Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group NDECP		Dates of Activity (Does not include dates for the sales of tickets) 1/17/26	
Organization or Group Contact Person Kelly Collins		E-mail president@ndecp.com	
Business Address		Telephone Number 218-790-6318	
City		State	ZIP Code
Mailing Address (if different) PO Box 272		City Horace	State ND
		ZIP Code 58047	

SITE INFO

Site Name FARGODOME		County Cass	
Site Physical Address 1800 N University Dr		City Fargo	State ND
		ZIP Code 58102	
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 1/17/26, Raffle 50/50			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Cash from 50/50 raffle for scholarship athletes	500.00
Total (Limit \$50,000 per year)		\$ 500.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Money goes toward scholarship for athletes tuitions, Raffle being held during local cheer competition held by North Dakota Elite.	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 330.00 (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Kelly Collins	Telephone Number 218-790-6318	E-mail Address president@ndecp.com
Signature of Organization Group's Permit Organizer 	Title President	Date 12/3/25

What about now?

7

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: 2025 CIP Revision Summary

Location: Various Locations

Date of Hearing: 12/15/2025

Routing

City Commission

Date

12/22/2025

PWPEC File

X

Project Files

Tom Knakmuhs

The Committee reviewed the accompanying correspondence from City Engineer, Tom Knakmuhs, regarding a summary of the revisions made to the 2025 CIP.

There were a number of revisions made throughout the year to the 2025 CIP; projects were added, the size and scope of some projects changed, and some projects that were initially planned were ultimately not bid in 2025.

Staff is recommending removal of UR-25-A1, TR-25-A1, TM-25-A1, TR-25-B1, UR-25-C1, BN-26-A1, PR-25-G1, NR-25-C, FM-15-F, FM-15-J3, PR-25-I1, and Public Information Coordinator Services from the 2025 CIP, and approve moving UR-25-B1 and NR-25-A1 (to be renumbered to NR-26-A1) to the 2026 CIP, as outlined above.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the CIP revisions.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the 2025 CIP revisions.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

Tom Knakmuhs, City Engineer

☒☒☐

Susan Thompson, Finance Director

☒☒☐

ATTEST:



Tom Knakmuhs, P.E.
 City Engineer



Memorandum

To: PWPEC
From: Tom Knakmuhs, City Engineer
Date: 12/4/2025
Re: 2025 Capital Improvement Plan Recap and Revisions

There were a number of revisions made throughout the year to the 2025 CIP. Projects were added, the size and scope of some projects changed, and some projects that were initially planned were ultimately not bid in 2025. Below is a summary of the revisions to the 2025 CIP.

Storm Sewer Utility Projects:

- UR-25-A1 (Storm Sewer Area Repairs – Various)
 - This was a placeholder for a storm sewer repair project. Due to changes within the Storm Sewer Division, there was not staff availability to complete the design of this project in 2025.
 - This project should be removed from the 2025 CIP, as a similar project was already included in the 2026 CIP.
- UR-25-B1 (Storm Sewer Outfall Repairs)
 - This was a placeholder for a storm sewer outfall repair project. Due to changes within the Storm Sewer Division, there was not staff availability to complete the design of this project in 2025.
 - This project should be moved from the 2025 CIP to the 2026 CIP, and the original project budget (\$641,993 in Storm Sewer Utility Funds) should be added to project number UR-26-B1 (Storm Sewer – Misc.).
- NR-25-A1 (Lift Station Repairs – Citywide)
 - This was a placeholder for storm sewer lift station repairs. Due to changes within the Storm Sewer Division, there was not staff availability to complete the design of this project in 2025.
 - This project should be moved from the 2025 CIP to the 2026 CIP and assigned a new project number of NR-26-A1.

Traffic and Streetlight Projects:

- **TR-25-A1 (Street Light & Traffic Signal Rehab Citywide):**
 - This was a placeholder project to address street light and traffic signal issues throughout the city. Rather than bid this maintenance project, it was decided to create an RFP to hire a contractor to perform this work.
 - This project should be removed from the 2025 CIP.

Safety Improvement Projects:

- **TM-25-A1 (Pavement Marking Replacement):**
 - This was a placeholder project to replace pavement markings throughout the city. Rather than bid this maintenance project, it was decided to create an RFP to hire a contractor to perform this maintenance work.
 - This project should be removed from the 2025 CIP.
- **TR-25-B1 (Safe Routes to Schools):**
 - This was a placeholder project to address high priority Safe Routes to Schools improvements. Rather than bid out a project, some of these high priority items were incorporated into other projects.
 - This project should be removed from the 2025 CIP.

Miscellaneous Projects:

- **Public Information Coordinator Services:**
 - This project was included in the 2025 CIP in the event that the city needed additional assistance communicating with the public during any of our projects. The Engineering Department did not require additional assistance in 2025.
 - This project should be removed from the 2025 CIP.
- **UR-25-C1 (Water Service Lowering Project):**
 - This project is for the lowering of water services that are susceptible to freezing. Due to the new lead service line replacement funding that became available, it was decided not to advance this project in 2025.
 - This project should be removed from the 2025 CIP.

Prairie Dog Projects:

- **BN-26-A1 (7th Ave N from the West Fargo/Fargo City Limits to 45th St N)):**
 - This project was added to the 2025 CIP by PWPEC on August 25, 2025.
 - This improvement project was protested by a majority of the benefiting properties and will not move forward.
 - This project should be removed from the 2025 CIP.
- **PR-25-G1 (Mill and Overlay or Pavement Replacement Only Project)**
 - This was a placeholder project for an additional mill and overlay or pavement replacement only project in the event of significant need or significant cost savings in other Prairie Dog funded projects.
 - Neither of these conditions occurred, and this project should be removed from the 2025 CIP.

Flood Control Projects:

- **NR-25-C (Storm Sewer Lift Station #40)**
 - It was decided that this project should be completed in 2026 rather than 2025. It has already been included in the 2026 CIP, so it should be removed from the 2025 CIP.
- **FM-15-F (Harwood Drive Levee Construction)**
 - The City was not able to acquire the property necessary to complete this project and is currently in condemnation proceedings. This project has been included in the 2026 CIP and should be removed from the 2025 CIP.
- **FM-15-J3 (Belmont Addition Phase 3)**
 - The City was not able to acquire the two properties necessary to complete this project and is currently in condemnation proceedings. This project has been included in the 2026 CIP and should be removed from the 2025 CIP.

New Development Projects:

- **PR-25-I1 (Veterans Blvd and 38th St S Southbound Turn Lane):**
 - This project was added to the 2025 CIP by PWPEC at the request of an adjacent property owner on May 19, 2025.
 - The requesting property owner was not able to get support from all properties within the proposed improvement district, so the project did not move forward.
 - This project should be removed from the 2025 CIP.

The attached spreadsheets provide greater detail on the differences between the updated CIP and the initially approved CIP, based on the changes summarized in this memo.

Below is a summary of some of the major changes:

- The total CIP, including miscellaneous costs, fees, and contingency, decreased by \$8,245,587. The total CIP decreased from \$100,051,704 to \$91,806,117.
- Even though the total CIP decreased, the total amount of Engineering and Admin fees increased by \$961,243, rising from \$6,151,350 to \$7,112,593. This is mainly due to the addition of New Development projects and the removal of Flood Control projects, which do not have an engineering/admin markup.
- Summary of funding changes:
 - Prairie Dog Funds:
 - We used \$5,802,946 less in Prairie Dog Funds than originally anticipated. This reduction was intentional due to the change in the Prairie Dog funding formula and was done to preserve funds for future projects such as the 64th Ave S and I-29 interchange project in 2028.
 - Sales Tax – Infrastructure:
 - A reduction of \$2,530,627 in Sales Tax funds was utilized. This decrease was primarily the result of projects being less expensive than preliminary estimates and favorable bid prices.
 - Utility – Street Lights:
 - A reduction of \$2,722,858 in Street Light Utility funds was utilized. This decrease was primarily the result of utilizing an RFP process rather than a bidding process for the citywide rehab and pavement marking projects.
 - Utility – Storm:
 - A reduction of \$2,353,105 in Storm Sewer Utility funds was utilized, primarily because storm sewer rehab projects were not advanced, as outlined previously.
 - Utility – Water Reclamation:
 - A reduction of \$216,545 in Water Reclamation Utility funds was utilized, primarily due to lower bid prices or reduced scope in Core Neighborhood Reconstruction projects.
 - Utility – Water:
 - A reduction of \$779,374 in Water Utility funds was utilized, primarily due to lower bid prices or reduced scope in Core Neighborhood Reconstruction projects.

PWPEC
2025 CIP Revisions
Page 5

Recommended Motion:

Approve the removal of UR-25-A1, TR-25-A1, TM-25-A1, TR-25-B1, UR-25-C1, BN-26-A1, PR-25-G1, NR-25-C, FM-15-F, FM-15-J3, PR-25-I1, and Public Information Coordinator Services from the 2025 CIP, and approve moving UR-25-B1 and NR-25-A1 (to be renumbered NR-26-A1) to the 2026 CIP, as outlined above.

Attachments:

- 2025 CIP as approved by Commission on December 9, 2024
- Updated 2025 CIP with removal of projects listed above
- Summary of 2025 CIP changes – Increase/(Decrease) between Updated and Approved CIP

As Approved by City Commission on 12/9/2024													
	Construction Costs	Misc Costs	Fees and Contingency	Total Cost	Outside Funding	Special Assessments	Prairie Dog	Sales Tax - Infrastructure	Sales Tax - Flood	Utility - Street Lights	Utility - Storm	Utility - Waste Water	Utility - Water
Locally Funded and Programmed Projects	\$ 27,461,988	\$ -	\$ 6,750,933	\$ 34,212,921	\$ 1,363,523	\$ 7,765,834	\$ -	\$ 10,753,602	\$ -	\$ 3,514,820	\$ 2,998,605	\$ 3,737,373	\$ 4,079,164
Core Neighborhood Projects - Street Reconstruction and Utility Replacement Projects	\$ 10,887,492	\$ -	\$ 2,830,748	\$ 13,718,240	\$ -	\$ 2,114,692	\$ -	\$ 3,271,157	\$ -	\$ 238,042	\$ 624,112	\$ 3,737,373	\$ 3,732,664
Pavement Preservation Projects	\$ 7,752,500	\$ -	\$ 2,015,650	\$ 9,768,150	\$ -	\$ 3,477,443	\$ -	\$ 6,290,708	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Sewer Utility Projects	\$ 3,009,518	\$ -	\$ 782,475	\$ 3,791,993	\$ -	\$ 1,417,500	\$ -	\$ -	\$ -	\$ -	\$ 2,374,493	\$ -	\$ -
Traffic and Streetlight Improvements	\$ 1,075,618	\$ -	\$ 279,661	\$ 1,355,279	\$ -	\$ -	\$ -	\$ 58,337	\$ -	\$ 1,355,279	\$ -	\$ -	\$ -
Safety Improvement Projects	\$ 2,946,660	\$ -	\$ 396,500	\$ 3,343,160	\$ 1,363,523	\$ 756,000	\$ -	\$ 756,000	\$ -	\$ 1,921,500	\$ -	\$ -	\$ -
Sidewalk Projects	\$ 1,200,000	\$ -	\$ 312,000	\$ 1,512,000	\$ -	\$ -	\$ -	\$ 377,400	\$ -	\$ -	\$ -	\$ -	\$ 346,500
Miscellaneous Projects	\$ 590,000	\$ -	\$ 133,900	\$ 723,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Aid Projects	\$ 20,573,595	\$ 3,064,390	\$ 2,029,011	\$ 25,666,996	\$ 12,221,013	\$ 7,074,017	\$ 757,458	\$ 150,000	\$ -	\$ 205,754	\$ 1,694,585	\$ 1,737,455	\$ 1,826,714
Prairie Dog Extra Projects	\$ 14,212,521	\$ -	\$ 3,695,255	\$ 17,907,776	\$ 1,427,804	\$ 5,332,330	\$ 11,147,142	\$ -	\$ 21,004,000	\$ -	\$ -	\$ -	\$ -
Flood Control Projects	\$ 12,800,000	\$ 6,924,000	\$ 1,280,000	\$ 21,004,000	\$ -	\$ 1,260,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New Development Projects	\$ 1,000,006	\$ -	\$ 260,002	\$ 1,260,008	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alley Paving Projects	\$ 2	\$ -	\$ 1	\$ 3	\$ -	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total =	\$ 76,048,112	\$ 9,988,390	\$ 14,015,202	\$ 100,051,704	\$ 15,012,341	\$ 21,432,691	\$ 11,904,601	\$ 10,503,602	\$ 21,004,000	\$ 3,720,574	\$ 4,693,189	\$ 5,474,828	\$ 5,905,878

As Updated													
	Construction Costs	Misc Costs	Fees and Contingency	Total	Outside Funding	Special Assessments	Prairie Dog	Sales Tax - Infrastructure	Sales Tax - Flood	Utility - Street Lights	Utility - Storm	Utility - Waste Water	Utility - Water
Locally Funded and Programmed Projects	\$ 18,346,365	\$ 96,954	\$ 4,339,613	\$ 22,782,932	\$ 1,218,217	\$ 5,529,836	-	\$ 7,996,668	-	\$ 791,962	\$ 645,500	\$ 3,300,958	\$ 3,299,790
Core Neighborhood Projects - Street Reconstruction and Utility Replacement Projects	\$ 8,708,198	-	\$ 2,264,131	\$ 10,972,329	-	\$ 1,876,570	-	\$ 1,701,018	-	\$ 213,837	\$ 631,680	\$ 3,249,434	\$ 3,299,790
Pavement Preservation Projects	\$ 6,592,560	-	\$ 1,714,066	\$ 8,306,626	-	\$ 2,529,721	-	\$ 5,290,515	-	\$ 472,569	\$ 13,820	-	-
Storm Sewer Utility Projects	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic and Streetlight Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-
Safety Improvement Projects	\$ 1,211,927	\$ 96,954	-	\$ 1,308,881	\$ 1,218,217	-	-	-	-	\$ 90,664	-	-	-
Sidewalk Projects	\$ 1,304,012	-	-	\$ 1,643,055	-	\$ 1,123,545	-	\$ 504,618	-	\$ 14,892	-	\$ 51,524	-
Miscellaneous Projects	\$ 529,669	-	\$ 22,372	\$ 552,041	-	-	-	-	-	-	-	-	-
Federal Aid Projects	\$ 20,536,743	\$ 3,220,089	\$ 2,003,620	\$ 25,760,454	\$ 12,302,240	\$ 7,074,017	\$ 582,943	\$ 336,747	-	\$ 205,754	\$ 1,694,585	\$ 1,737,455	\$ 1,826,714
Prairie Dog Extra Projects	\$ 9,640,233	-	\$ 2,506,461	\$ 12,146,693	\$ 1,427,804	\$ 5,200,178	\$ 5,518,712	-	-	-	-	-	-
Flood Control Projects	\$ 2,314,130	\$ 899,800	\$ 231,413	\$ 3,445,343	-	-	-	-	-	-	-	-	-
New Development Projects	\$ 21,918,568	\$ 91,800	\$ 5,659,926	\$ 27,670,294	\$ 1,130,366	\$ 26,280,999	-	\$ 39,559	-	-	-	\$ 219,870	-
Alley Paving Projects	-	-	-	-	-	-	-	-	-	-	-	-	-
Total =	\$ 72,756,441	\$ 4,308,644	\$ 14,741,032	\$ 91,806,117	\$ 16,078,627	\$ 44,084,930	\$ 6,101,655	\$ 8,372,975	\$ 3,445,343	\$ 997,716	\$ 2,340,084	\$ 5,258,283	\$ 5,126,505

Increase/(Decrease) between Updated and Approved

\$ (3,291,671)	\$ (5,679,747)	\$ 725,831	\$ (8,245,587)	\$ 1,066,286	\$ 22,652,239	\$ (5,802,946)	\$ (2,530,627)	\$ (17,558,657)	\$ (2,722,858)	\$ (2,353,105)	\$ (216,545)	\$ (779,374)
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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

⑧

Project No. PR-25-A1

Type: Negative Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 12/15/2025

RoutingDate

City Commission

12/22/2025

PWPEC File

X

Project File

Jeremy Engquist

The Committee reviewed a communication from Project Manager, Jeremy Engquist, regarding Negative Final Balancing Change Order #2 in the amount of -\$157,981.68, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Negative Final Balancing Change Order #2 in the amount of -\$157,981.68, which brings the total contract amount to \$976,573.42.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Opp Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -\$157,981.68, bringing the total contract amount to \$976,573.42 to Opp Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

T. Knakmuhs
 Tom Knakmuhs, P.E.
 City Engineer



CHANGE ORDER REPORT
CONCRETE SPOT REPAIR
PROJECT NO. PR-25-A1
VARIOUS LOCATIONS - CITY WIDE

Final Balancing
Change Order

Change Order No 2
Contractor Opp Construction LLC

Change Order Date 12/2/2025

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

EXPLANATION OF CHANGE Change Order # 2

Final Balancing Change Order.

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 (\$)
Paving	2	Remove Pavement All Thicknesses All Types	SY	2125		2125	-141	1984	\$40.00	-\$5,640.00
	3	F&I Curb & Gutter Standard (Type II)	LF	702		702	141	843	\$65.00	\$9,165.00
	4	Remove Curb & Gutter	LF	702		702	141	843	\$15.00	\$2,115.00
	5	Repair Pavement - Partial Depth Conc	SF	150		150	-42	108	\$175.00	-\$7,350.00
	6	F&I Pavement 9" Thick Doweled Conc	SY	810		810	-109	701	\$172.00	-\$18,748.00
	7	F&I Pavement 10" Thick Doweled Conc	SY	1315		1315	-74	1241	\$182.00	-\$13,468.00
	8	F&I Sidewalk Curb	LF	20		20	-20	0	\$50.00	-\$1,000.00
	9	F&I Sidewalk 5" Thick Reinf Conc	SY	-540	573	40	-7	33	\$110.00	-\$770.00
	10	F&I Sidewalk 6" Thick Reinf Conc	SY	40		40	42	82	\$119.00	\$4,998.00

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 (\$)
	11	Remove Sidewalk All Thicknesses All Types	SY	459	573	120	-6	114	\$22.00	-\$132.00
	12	F&I Impressioned 6" Thick Reinf Conc	SY	40		40	4	44	\$195.00	\$780.00
	13	F&I Det Warn Panels Cast Iron	SF	10		10	-10	0	\$58.00	-\$580.00
	14	F&I Casting - Inlet	EA	2		2	-1	1	\$2,850.00	-\$2,850.00
	15	F&I Casting - Std Manhole	EA	2		2	-1	1	\$1,255.00	-\$1,255.00
	16	F&I Casting - Floating Manhole	EA	2		2	-1	1	\$2,750.00	-\$2,750.00
	17	Casting to Grade - w/Conc	EA	2		2	5	7	\$565.00	\$2,825.00
	18	GV Box to Grade - w/Conc	EA	2		2	1	3	\$600.00	\$600.00
	19	Mill / Grind Conc Pvmnt	SY	2000		2000	-2000	0	\$48.00	-\$96,000.00
	20	Mulching Type 1 Hydro	SY	-1600	1938	300	38	338	\$12.00	\$456.00
	21	Seeding Type C	SY	-1600	1938	300	38	338	\$12.00	\$456.00
	23	Inlet Protection - Existing Inlet	EA	32		32	-7	25	\$175.00	-\$1,225.00
	24	Traffic Control - Type 1	LS	10	1	9	2	11	\$1,630.00	\$3,260.00
	25	Traffic Control - Type 2	LS	6		6	-1	5	\$5,525.00	-\$5,525.00
	26	Construction Signing	SF	100		100	-100	0	\$12.70	-\$1,270.00
	27	Flagging	MHR	250		250	-201.25	48.75	\$62.50	-\$12,578.13
								Paving Sub Total		-\$146,486.13
Signing	37	Relocate Sign Assembly	EA	2		2	-1	1	\$255.00	-\$255.00
	38	F&I Flexible Delineator	EA	4		4	-4	0	\$81.50	-\$326.00
								Signing Sub Total		-\$581.00

Section	Line No	Item Description	Unit	Orig		Prev		Curr		Tot		Unit Price (\$)	C/O Ext Price (\$)
				Cont Qty	Qty	Cont Qty	Qty	Cont Qty	Qty	Cont Qty	Qty		
	58	Repair Pavement - Partial Depth Conc	SF	10		10		-10		0		\$235.00	-\$2,350.00
	59	F&I Pavement 10" Thick Doweled Conc	SY	150		150		15.4		165.4		\$214.00	\$3,295.60
	60	Remove Sidewalk All Thicknesses All Types	SY	-573		573		-6		0		\$67.00	-\$402.00
	61	F&I Impressioned 6" Thick Reinf Conc	SY	6		6		-6		0		\$310.00	-\$1,860.00
	65	Flagging	MHR	50		50		-50		0		\$62.50	-\$3,125.00
Broadway & 2 Ave N - Brick Paver Replacement Sub Total													\$976.40

Summary.

Source Of Funding	Street Sales Tax Funds
Net Amount Change Order # 2 (\$)	-\$157,981.68
Previous Change Orders (\$)	\$95,812.20
Original Contract Amount (\$)	\$1,038,742.90
Total Contract Amount (\$)	\$976,573.43

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

APPROVED

For Contractor

Title


Lance Strum
Project Manager

APPROVED DATE

Department Head

Mayor

Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Project No. SR-25-A1

Type: Negative Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 12/15/2025

RoutingDate

City Commission

12/22/2025

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed a communication from Project Manager, Brandon Beaudry, regarding Negative Final Balancing Change Order #2 in the amount of -\$159,945.50, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Negative Final Balancing Change Order #2 in the amount of -\$159,945.50, which brings the total contract amount to \$775,990.40.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Border States Paving, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -\$159,945.50, bringing the total contract amount to \$775,990.40, to Border States Paving, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer



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

Final Balancing
Change Order

Change Order No 2 Change Order Date 11/24/2025
Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 2
Final balancing change order


Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Assessed	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	4262	1430	5587	-1195	4392	\$95.00	-\$113,525.00
	2	Rem & Repl Driveway 6" Thick Reinf Conc	SY	324	852	852	-17	835	\$125.00	-\$2,125.00
	3	Rem & Repl Curb & Gutter	LF	58	140	55	28	83	\$85.00	\$2,380.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	40	40	40	-40	0	\$77.00	-\$3,080.00
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	-6	175	175	-46	129	\$79.00	-\$3,634.00
	6	Sodding	SY	20	20	20	-20	0	\$31.50	-\$630.00
	7	Rem & Repl Pavement 6" Thick Asph	SY	40	40	40	-27	13	\$190.00	-\$5,130.00
Assessed Sub Total										-\$125,744.00
City Paid	8	Rem & Repl Curb & Gutter	LF	110	140	140	-5	135	\$95.00	-\$475.00
	9	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	1297	1430	1430	-3	1427	\$95.00	-\$285.00
	10	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	110		110	-22	88	\$125.00	-\$2,750.00

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 (\$)
	11	F&I Sidewalk 4" Thick Reinf Conc	SY	40	40	40	-40	0	\$77.00	-\$3,080.00
	12	F&I Sidewalk 6" Thick Reinf Conc	SY	-135	175	40	-40	0	\$79.00	-\$3,160.00
	13	F&I Det Warn Panels Cast Iron	SF	240		240	-64	176	\$63.50	-\$4,064.00
	14	Casting to Grade - w/Conc	EA	8		8	-1	7	\$474.00	-\$474.00
	17	Mulching Type 1 Hydro	SY	5877		5877	-705	5172	\$1.50	-\$1,057.50
	18	Seeding Type B	SY	5877		5877	-705	5172	\$3.70	-\$2,608.50
	19	Irrigation Repair	EA	10		10	-6	4	\$665.00	-\$3,990.00
	20	Remove Driveway All Thicknesses All Types	SY	40		40	-35	5	\$28.10	-\$983.50
	21	Remove Sidewalk All Thicknesses All Types	SY	40		40	-40	0	\$28.10	-\$1,124.00
	22	Rem & Repl Pavement 9" Thick Asph	SY	40		40	-30	10	\$275.00	-\$8,250.00
	23	Topsoil - Import Special	CY	120		120	-20	100	\$95.00	-\$1,900.00
								City Paid Sub Total		-\$34,201.50

Summary.

Source Of Funding	Special Assessed / Sales Tax
Net Amount Change Order # 2 (\$)	-\$159,945.50
Previous Change Orders (\$)	\$91,738.00
Original Contract Amount (\$)	\$844,197.90
Total Contract Amount (\$)	\$775,990.40

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


Camden Larson
Project Manager

APPROVED
For Contractor
Title

APPROVED DATE
Department Head
Mayor
Attest





December 12, 2025

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

Re: Permanent Easement (Street & Utility)
Improvement District #BR-26-G1

Dear Commissioners:

Accompanying the City Commission review and approval is a permanent easement from the Park District of the City of Fargo in association with Improvement District #BR-26-G1.

RECOMMENDED MOTION:

Approve permanent easement from the Park District of the City of Fargo.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Rob Hasey
Kasey McNary

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as “Grantor” whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, 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 related public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

The south 2.00 feet of Lot 2, Block 1, FARGO SOUTH ADDITION to the city of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, as measured at a right angle to and parallel with the south line of said Lot 2.

Containing 574 square feet, more or less, and subject to all easements, restrictions, reservations and rights of way of record, if any.

(“Permanent Easement Area”).

The Permanent Easement Area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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 Permanent Easement Area 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 street and utilities 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 Permanent Easement Area, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the Permanent Easement Area 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 Permanent Easement Area in as good condition as it was prior to the time of constructing of said street and public utilities and customary appurtenances was begun.

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 9th day of December, 2025.

GRANTOR:

PARK DISTRICT OF THE CITY OF FARGO

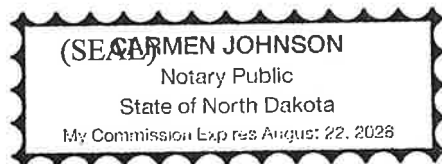
Susan Faus

By: Susan Faus, Executive Director

STATE OF NORTH DAKOTA)

COUNTY OF CASS)

On this 9th day of December, 2025, before me, a notary public in and for said county and state, personally appeared Susan Faus to me known to be the Executive Director of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.



Carmen Johnson
Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and 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)

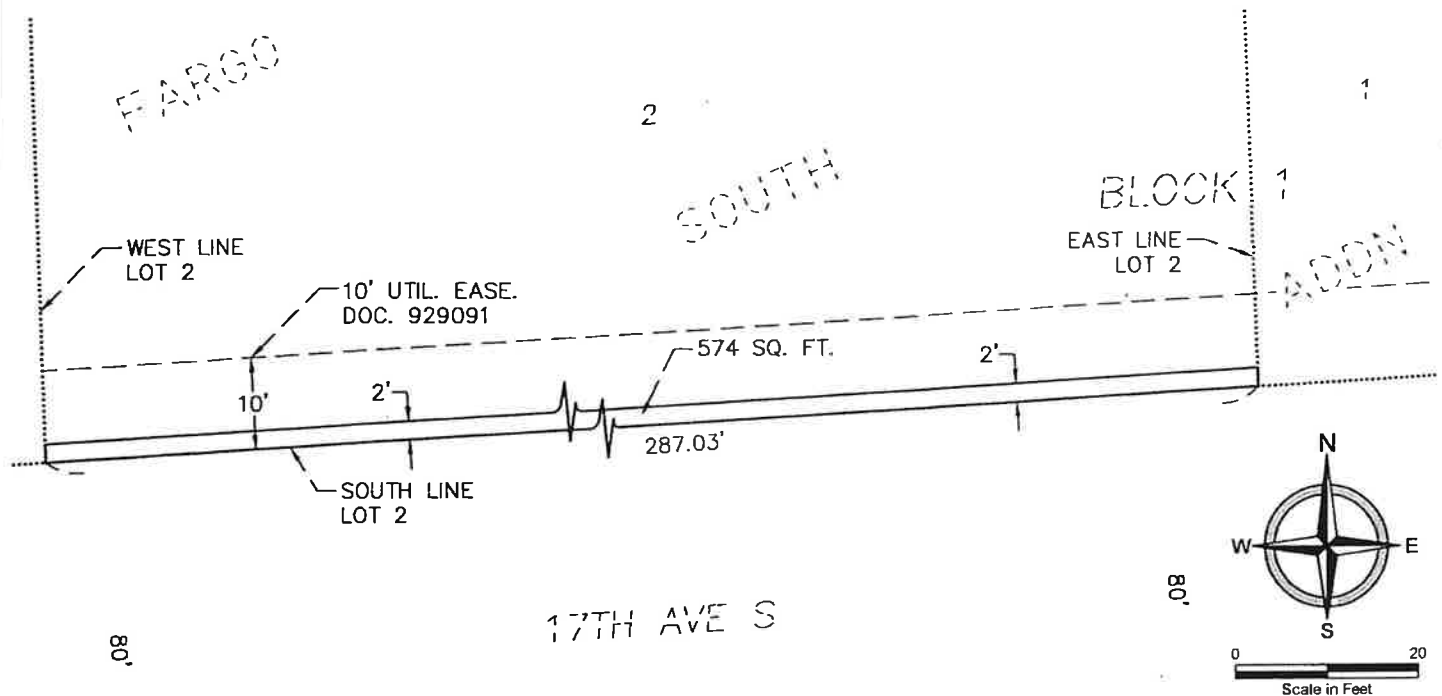
Notary Public
My Commission Expires:

The legal description was prepared by:
Steven W. Holm (LS-6571)
Professional Land Surveyor
Moore Engineering, Inc.
925 10th Ave E
West Fargo ND 58078

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

EASEMENT EXHIBIT**EXHIBIT A**

IN LOT 2, BLOCK 1, FARGO SOUTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

**DESCRIPTION**

The south 2.00 feet of Lot 2, Block 1, FARGO SOUTH ADDITION to the city of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, as measured at a right angle to and parallel with the south line of said Lot 2.

Containing 574 square feet, more or less, and subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATE

I Steven W. Holm, do hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the State of North Dakota.



Steven W. Holm
Registered Land Surveyor
Reg. No. LS-6571



State of North Dakota)
County of Cass)

On this 6th day of November, 2025, before me, a Notary Public in and for said County and State, personally appeared Steven W. Holm, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.


Notary Public, Cass County, North Dakota

ALEX THIEL
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
November 01, 2029

SHEET 1 OF 1

FARGO PARK DISTRICT
1850 15TH AVE S, FARGO, ND 58103
IN LOT 2, BLOCK 1, FARGO SOUTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

PROJECT No. 23893
DATE: 11.06.25
REVISED:
DRAFTER: SWH
REVIEWER: CDH



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Improvement District No. PR-25-F1 Type: Negative Final Balancing Change Order #1

Location: University Dr N, 19th – 32nd Ave N Date of Hearing: 12/15/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/22/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Engquist</u>

The Committee reviewed a communication from Project Manager, Jeremy Engquist, regarding Negative Final Balancing Change Order #1 in the amount of -\$241,514.99, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #1 in the amount of -\$241,514.99, which brings the total contract amount to \$2,448,425.55.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -\$241,514.99, bringing the total contract amount to \$2,448,425.55 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: State Funds & Special Assessments

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer



CHANGE ORDER REPORT
CONCRETE PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-25-F1
ON UNIVERSITY DRIVE NORTH FROM 19TH AVENUE NORTH TO 32ND AVENUE
NORTH.

Final Balancing
Change Order

Change Order No 1
Contractor Dakota Underground Co Inc
Change Order Date 12/3/2025

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

EXPLANATION OF CHANGE
Change Order # 1
Final Balancing Change Order.

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 (\$)	
Storm Sewer	3	F&I Pipe									
		w/GB SDR	LF	28				28			
		26 - 12" Dia PVC						-0.3	\$200.00	-\$60.00	
Paving	9	Temp Fence - Safety	LF	1000							
		Remove						-890	\$3.50	-\$3,115.00	
		Pavement All Thicknesses All Types	SY	4290				4290	-132.2	\$40.00	-\$5,288.00
	11	Modify Inlet Type A	EA	3				3	0	\$1,000.00	-\$3,000.00
	12	Modify Inlet Type B	EA	3				3	0	\$1,500.00	-\$4,500.00
	13	Topsoil - Import	CY	60				60	136	\$45.00	\$6,120.00
									Storm Sewer Sub Total	-\$60.00	

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 (\$)
15	15	Subgrade Preparation	SY	50			50	40	\$10.00	-\$100.00
		F&I Class 5								
16	16	Agg - 12" Thick	SY	50			50	40	\$36.00	-\$360.00
		Clean & Seal								
17	17	Concrete Joints	LF	67000			67000	58809	\$2.89	-\$23,671.99
		F&I Curb &								
18	18	Gutter Mountable (Type I)	LF	125.00000000000001		125.00000000000001	24.3	149.3	\$55.00	\$1,336.50
		F&I Curb &								
19	19	Gutter Standard (Type II)	LF	2308		2308	-58.7	2249.3	\$55.00	-\$3,228.50
		Remove								
20	20	Curb & Gutter	LF	2433		2433	-15.2	2417.8	\$14.00	-\$212.80
		Repair								
21	21	Pavement - Partial Depth Conc	SF	500		500	-0.8	499.2	\$125.00	-\$100.00
		F&I								
22	22	Pavement 9" Thick	SY	730		730	-25.6	704.4	\$175.00	-\$4,480.00
		Doweled Conc								

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 Pavement 10.5" Thick Doweled Conc	SY	3560			3560 -69.8	3490.2	\$178.00	-\$12,424.40
	24	F&I Sidewalk Curb	LF	40			40 8.5	48.5	\$60.00	\$510.00
	25	F&I Sidewalk 4" Thick Reinf Conc	SY	1580		1580	1580 78.4	1658.4	\$85.00	\$6,664.00
	26	F&I Sidewalk 6" Thick Reinf Conc	SY	145			145 68	213	\$105.00	\$7,140.00
	27	Remove Sidewalk All Thicknesses All Types	SY	2200			2200 -95.5	2104.5	\$14.00	-\$1,337.00
	28	F&I Impressioned 6" Thick Reinf Conc	SY	360			360 -51.4	308.6	\$201.00	-\$10,331.40
	29	F&I Driveway 7" Thick Reinf Conc	SY	140			140 128.7	268.7	\$105.00	\$13,513.50
	30	Remove Driveway All Thicknesses All Types	SY	110.000000000000000001		110.000000000000000001	108.3	218.3	\$20.00	\$2,166.00
	31	F&I Det Wam Panels Cast Iron	SF	180			180 61.2	241.2	\$66.00	\$4,039.20

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 (\$)
	32	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	80			80	39.04	\$240.00	-\$9,830.40
	33	F&I Casting - Inlet	EA	20			20	7	\$1,100.00	-\$14,300.00
	34	F&I Casting - Std Manhole	EA	9			9	4	\$970.00	-\$4,850.00
	36	Casting to Grade - Blvd	EA	3			3	0	\$400.00	-\$1,200.00
	37	Casting to Grade - w/Conc	EA	37			37	45	\$600.00	\$4,800.00
	38	Casting to Grade - no Conc	EA	3			3	0	\$600.00	-\$1,800.00
	39	GV Box to Grade - w/Conc	EA	5			5	9	\$400.00	\$1,600.00
	40	F&I Traffic Surface Gravel	Ton	750			750	72	\$50.00	-\$33,900.00
	41	Mill / Grind Conc Pvmnt	SY	10000			10000	7611.1	\$10.00	-\$23,889.00
	42	Mulching Type 1 Hydro	SY	2500.0000000000000005			2500.0000000000000005	5323.1	\$2.40	\$6,775.44
	43	Seeding Type C	SY	2500.0000000000000005			2500.0000000000000005	5323.1	\$2.10	\$5,928.51

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 (\$)
	46	Inlet Protection - Existing Inlet	EA	30		30	-8	22	\$180.00	-\$1,440.00
	48	Construction Signing	SF	250		250	-210	40	\$19.50	-\$4,095.00
	49	Flagging	MHR	2500		2500	-2261	239	\$45.00	-\$101,745.00
	51	F&I Rock Mulch	Ton	25		25	-22.2	2.8	\$165.00	-\$3,663.00
								Paving Sub Total		-\$212,268.34
Pavement Marking	52	Obliterate Pavement Markings	SF	100		100	-100	0	\$5.50	-\$550.00
	53	F&I Grooved Plastic Film Message	SF	358		358	-70	288	\$47.25	-\$3,307.50
	54	F&I Grooved Plastic Film 4" Wide	LF	4750		4750	-913	3837	\$7.35	-\$6,710.55
	55	F&I Grooved Plastic Film 6" Wide	LF	1143		1143	-527	616	\$12.60	-\$6,640.20
	56	F&I Grooved Plastic Film 8" Wide	LF	1332		1332	-597	735	\$14.70	-\$8,775.90
	57	F&I Grooved Plastic Film 16" Wide	LF	225		225	32	257	\$26.25	\$840.00
	58	F&I Grooved Plastic Film 24" Wide	LF	60		60	100	160	\$52.50	\$5,250.00

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 (\$)
Traffic Signals	59	F&I Grooved Contrast Film 7" Wide	LF	1350		1350	-27	1323	\$14.70	-\$396.90
	60	Paint Epoxy Line 4" Wide	LF	342		342	-342	0	\$1.05	-\$359.10
	61	Paint Epoxy Line 8" Wide	LF	100		100	-100	0	\$2.10	-\$210.00
	62	Paint Epoxy Line 16" Wide	LF	22		22	-22	0	\$5.25	-\$115.50
	63	Paint Epoxy Message	SF	64		64	-64	0	\$5.25	-\$336.00
Pavement Marking Sub Total										-\$21,311.65
Traffic Signals	67	F&I Detection In-Ground Loop	EA	4		4	-1	3	\$4,200.00	-\$4,200.00
	68	F&I Detection Preformed Loop	EA	6		6	-1	5	\$2,415.00	-\$2,415.00
	73	F&I Conduit 2" Dia	LF	20		20	-20	0	\$63.00	-\$1,260.00
	Traffic Signals Sub Total									-\$7,875.00

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

State Funds (Prairie Dog) and Special Assessments

-\$241,514.99

\$0.00

\$2,689,940.54

\$2,448,425.55

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

APPROVED

For Contractor

Title

Bob Johnson 12/3/25
Dakota Underground Company
Project Manager

APPROVED DATE

Department Head

Mayor

Attest

T-1000

(13)

COVER SHEET
CITY OF FARGO PROJECTS

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

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

Paving and Utility Rehab/Reconstruction

Improvement District No. BR-23-A

Call For Bids December 22, 2025

Advertise Dates December 31 & January 7, 2025

Bid Opening Date February 6 (NDDOT), 2026

Substantial Completion Date October 1, 2027

Final Completion Date October 29, 2027

N/A PWPEC Report (Part of 2026 CIP)

X Engineer's Report (Attach Copy)

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

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

X Notice to Property Owners (Doug Durgin)

N/A Supplemental Funding Language Included

Project Engineer Shane Geraghty

Phone No. 701-241-1571

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-A

Nature & Scope

The project is on Main Avenue from 25th Street to University Drive.

This project is for pavement reconstruction of Main Avenue. It will upgrade the existing infrastructure by replacing the existing concrete pavement, curb and gutter, the water distribution system, sanitary sewer system, storm sewer system, sidewalk, make intersection improvements and incidentals.

Purpose

This project is necessary because Main Avenue is an arterial street that services Fargo and is part of the NDDOT Regional Highway System. The existing street section is deteriorated and in need of replacement. The sewer and water main replacement portions of the project will replace deteriorated mains and service piping that will be located under the new street section.

Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, State Funds, Sewer Utility Funds, Water Utility Funds, and Special Assessments.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$ 30,482,370.50. The cost breakdown is as follows:

Paving	\$17,278,958.00
Plus 10% Engineering and Contingency:	\$1,727,895.80
Amount Federally Funded	\$15,382,246.78
Amount State Funded	\$1,723,921.64
Construction Amount Locally Funded	\$1,727,895.80
Plus 4% Administration Fee:	\$69,115.83
Plus 3% Legal Fee:	\$51,836.87
Plus 4% Interest Fee:	\$69,115.83
Plus City's Share of Engineering and Contingency:	\$172,789.58
Total Estimated Cost:	\$2,090,753.92
Special Assessments	\$2,090,753.92
Sales Tax	\$0.00

Paving (100% Local)	\$488,068.06
Plus 10% Engineering and Contingency:	\$48,806.81
Amount Federally Funded	\$0.00
Amount State Funded	\$0.00
Construction Amount Locally Funded	\$488,068.06
Plus 4% Administration Fee:	\$19,522.72
Plus 3% Legal Fee:	\$14,642.04
Plus 4% Interest Fee:	\$19,522.72
Plus City's Share of Engineering and Contingency:	\$48,806.81
Total Estimated Cost:	\$590,562.35
Special Assessments	\$590,562.35
Sales Tax	\$0.00

Storm Sewer	\$5,037,355.50
Plus 10% Engineering and Contingency:	\$503,735.55
Amount Federally Funded	\$4,011,195.81
Amount State Funded	\$449,382.48
Construction Amount Locally Funded	\$982,284.32
Plus 4% Administration Fee:	\$39,291.37
Plus 3% Legal Fee:	\$29,468.53
Plus 4% Interest Fee:	\$39,291.37
Plus City's Share of Engineering and Contingency:	\$98,228.43
Total Estimated Cost:	\$1,188,564.03
Special Assessments - Capacity Expansion	\$594,282.02
Special Assessments - Remaining Paving Cap	\$594,282.02
Storm Utility	\$0.00
Prairie Dog	\$0.00

Sanitary Sewer	\$4,432,188.05
Plus 10% Engineering and Contingency:	\$443,218.81
Amount Federally Funded	\$0.00
Amount State Funded	\$0.00
Construction Amount Locally Funded	\$4,432,188.05
Plus 4% Administration Fee:	\$177,287.52
Plus 3% Legal Fee:	\$132,965.64
Plus 4% Interest Fee:	\$177,287.52
Plus City's Share of Engineering and Contingency:	\$443,218.81
Total Estimated Cost:	\$5,362,947.54
Special Assessments - Local Cap	\$345,764.76
Waste Water Utility	\$5,017,182.78
Prairie Dog	\$0.00

Water Main	\$3,245,800.89
Plus 10% Engineering and Contingency:	\$324,580.09
Amount Federally Funded	\$0.00
Amount State Funded	\$0.00
Construction Amount Locally Funded	\$3,245,800.89
Plus 4% Administration Fee:	\$129,832.04
Plus 3% Legal Fee:	\$97,374.03
Plus 4% Interest Fee:	\$129,832.04
Plus City's Share of Engineering and Contingency:	\$324,580.09
Total Estimated Cost:	\$3,927,419.07
Special Assessments - Local Cap	\$351,662.90
Water Utility	\$3,575,756.17
Prairie Dog	\$0.00

Miscellaneous Costs	
Outside Engineering (Design):	\$225,989.00
Outside Engineering (Inspect):	\$350,000.00
Total Miscellaneous Costs:	\$575,989.00
Special Assessments	\$575,989.00
Traffic Signal/Street Utility	\$0.00
Storm Utility	\$0.00
Waste Water Utility	\$0.00
Water Utility	\$0.00
Prairie Dog	\$0.00
Sales Tax	\$0.00

Project Funding Summary		
Federal Funds	54.93%	\$19,393,442.59
State Funds	6.16%	\$2,173,304.12
Special Assessments	14.57%	\$5,143,296.96
Waste Water Utility	14.21%	\$5,017,182.78
Water Utility	10.13%	\$3,575,756.17
Total Estimated Project Cost		\$35,302,982.63

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-A

LOCATION:

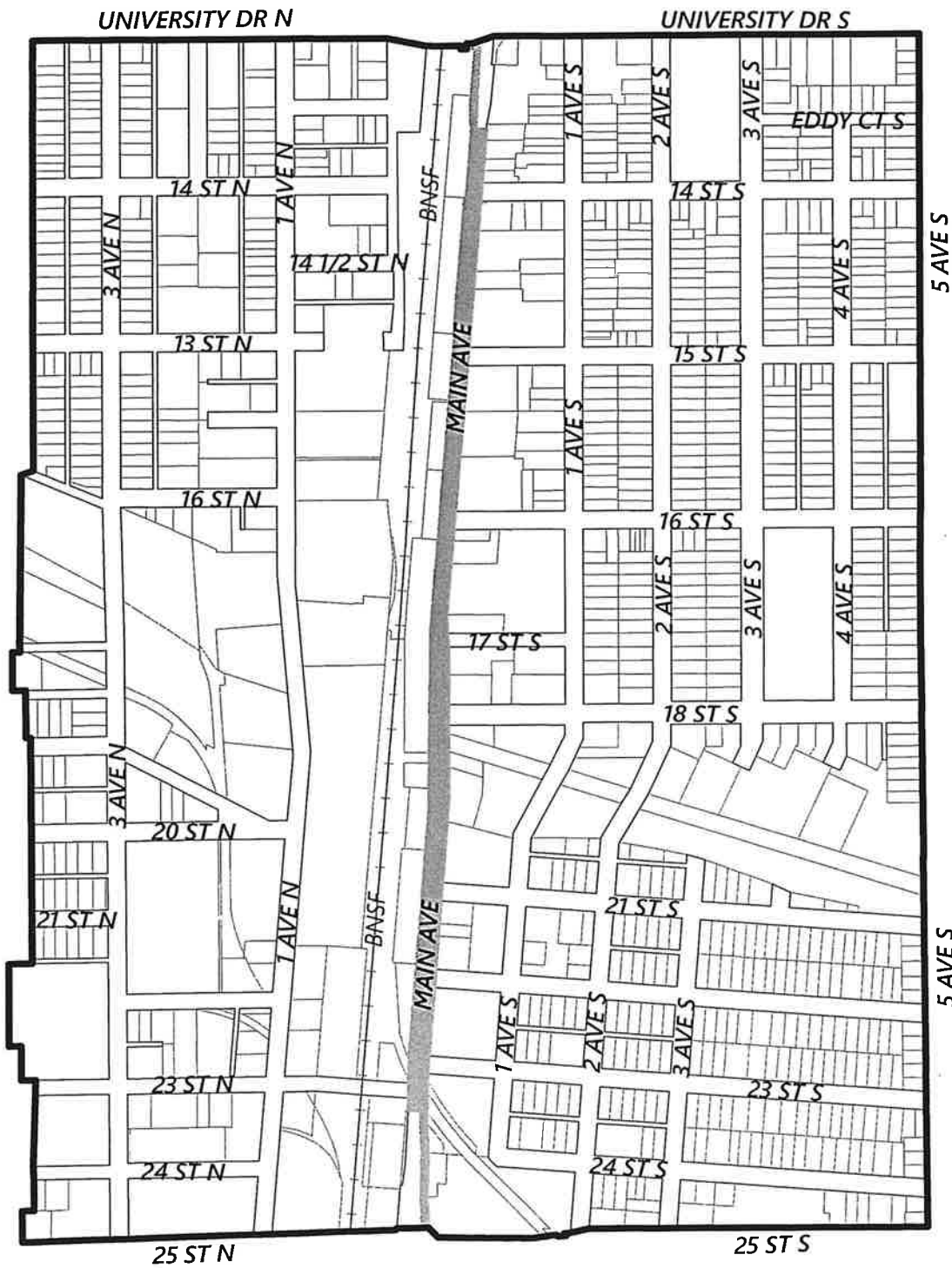
On Main Avenue from 25th Street to University Drive.

COMPRISING:

The area is bounded by 25th Street on the west, 4th Avenue North on the north, University Drive on the east, and 5th Avenue South on the south.

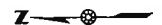
Refer to Special Assessment Map for exact parcels in the assessment area.

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



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
CONCRETE PAVING AND UTILITY REHAB RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-A

PROJECT AREA
SPECIAL ASSESSMENT DISTRICT BOUNDARY



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COVER SHEET CITY OF FARGO PROJECTS

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

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

Paving and Utility Rehab/Reconstruction

Improvement District No. BR-26-H

Call For Bids December 22, 2025

Advertise Dates December 31 & January 7, 2025

Bid Opening Date February 6 (NDDOT), 2026

Substantial Completion Date October 9, 2026

Final Completion Date November 6, 2026

N/A PWPEC Report (Part of 2026 CIP)

X Engineer's Report (Attach Copy)

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

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

X Notice to Property Owners (Doug Durgin)

N/A Supplemental Funding Language Included

Project Engineer Eric Hodgson

Phone No. 701-241-8582

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-H

Nature & Scope

The project is on 32nd Avenue South from 15th Street South to Lift Station #27.

This project will upgrade the existing infrastructure by replacing the existing concrete roadway, curb and gutter, intersection crossings improvements, sidewalk and incidentals. Portions of the existing water distribution system, sanitary sewer system, and storm sewer system will be replaced or rehabilitated. A new storm sewer mainline will be added adjacent to the existing system to increase the system's capacity and reduce street flooding.

Purpose

This project is necessary because the existing corridor's infrastructure is deteriorating and/or inadequate for current use. This project will repair, replace, and install necessary infrastructure along the corridor to better serve the operations of the City. The finished product will update portions of the water distribution network, will increase the storm drainage capacity to reduce flooding events, will repair the existing sanitary sewer that has deteriorated to a substandard level, will provide new roadway and pedestrian facilities for continued use, and improve overall safety and functionality of the corridor.

The project will be funded by a combination of Federal Funds, Street Sales Tax Funds, Storm Utility Funds, Waste Water Utility Funds, Water Utility Funds, Traffic Signal/Street Light Utility, and Special Assessments to the benefitting properties. Special Assessments will be applied per City policy.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$ 10,456,626.00. The cost breakdown is as follows:

Paving:	-	\$	4,485,667.00
Amount Federally Funded		\$	2,565,125.35
Amount Locally Funded		\$	1,920,541.65
Plus 4% Administration Fee:		\$	76,821.67
Plus 3% Legal Fee:		\$	57,616.25
Plus 4% Interest Fee:		\$	76,821.67
Plus 10% Contingency:		\$	192,054.17
Total Estimated Cost:		\$	2,323,855.40
Special Assessments		\$	2,323,855.40
Sales Tax		\$	-

Storm Sewer	-	\$	2,990,720.00
Amount Federally Funded		\$	1,557,031.63
Amount Locally Funded		\$	1,433,688.37
Plus 4% Administration Fee:		\$	57,347.53
Plus 3% Legal Fee:		\$	43,010.65
Plus 4% Interest Fee:		\$	57,347.53
Plus 10% Contingency:		\$	143,368.84
Total Estimated Cost:		\$	1,734,762.93
Special Assessments - Capacity Expansion		\$	152,655.32
Special Assessments - Remaining Paving Cap		\$	1,318,487.35
Storm Utility		\$	263,620.26
Prairie Dog		\$	-

Sanitary Sewer	-	\$	941,860.00
Amount Federally Funded		\$	-
Amount Locally Funded		\$	941,860.00
Plus 4% Administration Fee:		\$	37,674.40
Plus 3% Legal Fee:		\$	28,255.80
Plus 4% Interest Fee:		\$	37,674.40
Plus 10% Contingency:		\$	94,186.00
Total Estimated Cost:		\$	1,139,650.60
Special Assessments - Local Cap		\$	45,309.55
Special Assessments - Oversize to Area		\$	328,302.32
Waste Water Utility		\$	766,038.74
Prairie Dog		\$	-

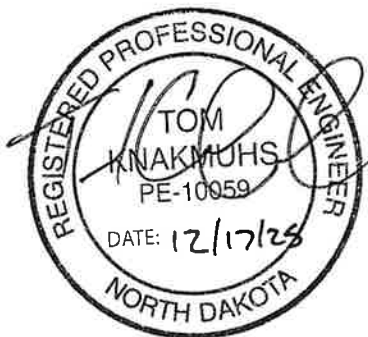
Water Main	-	\$	716,515.00
Amount Federally Funded		\$	-
Amount Locally Funded		\$	716,515.00
Plus 4% Administration Fee:		\$	28,660.60
Plus 3% Legal Fee:		\$	21,495.45
Plus 4% Interest Fee:		\$	28,660.60
Plus 10% Contingency:		\$	71,651.50
Total Estimated Cost:		\$	866,983.15
Special Assessments - Local Cap		\$	45,309.55
Special Assessments - Oversize to Area		\$	246,502.08
Water Utility		\$	575,171.52
Prairie Dog		\$	-


Traffic Signals/Street Lights	-	\$	1,321,864.00
Amount Federally Funded		\$	755,907.02
Amount Locally Funded		\$	565,956.98
Plus 4% Administration Fee:		\$	22,638.28
Plus 3% Legal Fee:		\$	16,978.71
Plus 4% Interest Fee:		\$	22,638.28
Plus 10% Contingency:		\$	56,595.70
Total Estimated Cost:		\$	684,807.95
Special Assessments - Remaining Paving Cap		\$	570,701.14
Traffic Signal/Street Light Utility		\$	114,106.81
Prairie Dog		\$	-

Miscellaneous Costs		
Right-of-Way and Easements:	\$	50,000.00
Utility Relocation	\$	50,000.00
Outside Engineering:	\$	650,000.00
Incentive	\$	150,000.00
Total Miscellaneous Costs:	\$	900,000.00
Federal	\$	-
Special Assessments - Remaining Paving Cap	\$	625,030.36
Traffic Utility	\$	-
Storm Utility	\$	-
Waste Water Utility	\$	-
Water Utility	\$	-
Prairie Dog	\$	-
Sales Tax	\$	274,969.64

Project Funding Summary			
Federal	38.94%	\$	4,878,064.00
Special Assessments	45.15%	\$	5,656,153.06
Traffic Signal/Street Light Utility	0.91%	\$	114,106.81
Storm Utility	2.10%	\$	263,620.26
Waste Water Utility	6.11%	\$	766,038.74
Water Utility	4.59%	\$	575,171.52
Sales Tax	2.19%	\$	274,969.64
Total Estimated Project Cost		\$	12,528,124.02

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-H

LOCATION:

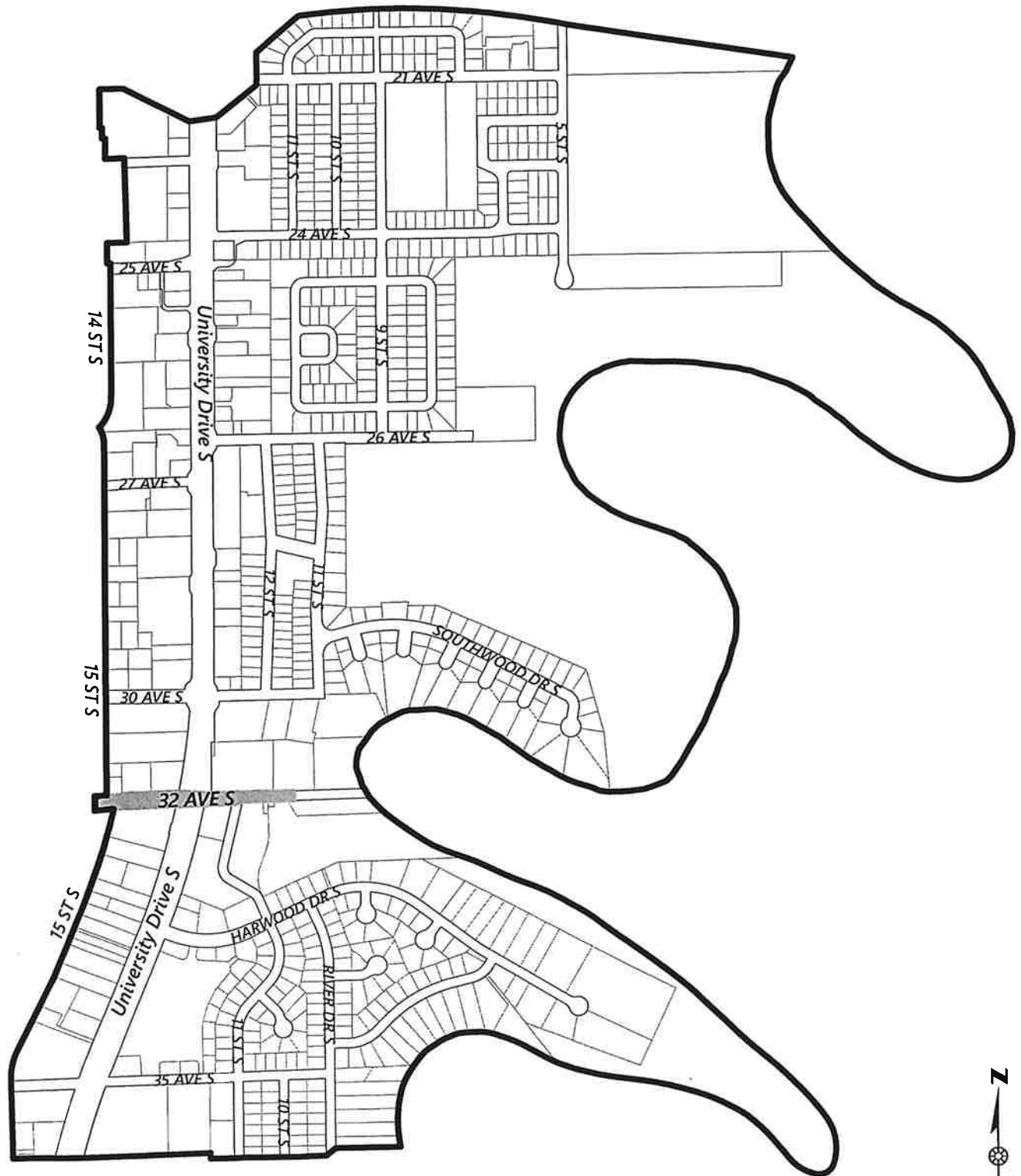
On 32nd Avenue South from 15th Street South to Lift Station 27.

COMPRISING:

The area bounded on the north by Interstate 94, on the east by the Red River of the North, on the south by 36½ Avenue South, and on the west by 15th Street South.

Refer to Special Assessment Map for exact parcels in the assessment area.

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



- PROJECT AREA
- SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
CONCRETE PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-H



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: Designated Depositories

DATE: December 22, 2025

At this time I would like to designate all financial institutions and brokerage firms located in the City of Fargo as designated depositories of the City of Fargo. In addition, please designate PFM Financial Advisors Group as asset managers. Also, it is time to update the authorized signors of public funds.

Copies of the updated resolution will be forwarded to financial institutions located in the City.

If you have any questions, please call me at 241-8158.

Recommended Motion:

Approve the Resolution Authorizing Officers to make Deposits and Withdrawals and approve the Designated Depositories.

CITY OF FARGO RESOLUTION AUTHORIZING OFFICERS TO MAKE DEPOSITS AND WITHDRAWALS

WHEREAS, The City of Fargo, a municipal corporation existing under the laws of the State of North Dakota, must designate depositories of the funds of the City of Fargo,

NOW THEREFORE BE IT RESOLVED, That the Board of City Commissioners of the City of Fargo, North Dakota hereby designates any City of Fargo Financial Institution or Brokerage Firm and PFM Financial Advisors to be a depository of the funds of the City of Fargo, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by two signatures of the following: Timothy J. Mahoney, Mayor; Susan Thompson, Director of Finance/City Auditor, and Angie Bear, Deputy City.

BE IT FURTHER RESOLVED, That the depository institution is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment from the payee or any other holder without inquiry as to the circumstance of issue or the disposition of the proceeds thereof, even if drawn to the individual order of any signing officer or payable to said firm or others for his account, or tendered in payment of his individual obligation.

BE IT FURTHER RESOLVED, That any and all endorsements for or on behalf of the City of Fargo upon checks, drafts, notes or instruments for deposit or collection made with the said Firm may be written or stamped endorsements of the City of Fargo without any designation of the person making such endorsements.

BE IT FURTHER RESOLVED, That said Firm be promptly notified in writing by the City Auditor or any other officer of the City of Fargo of any change in these resolutions and that until it has actually received such notice in writing said Firm is authorized to act in pursuance of these resolutions.

WE FURTHER CERTIFY, That these resolutions are within the power of the Board of City Commissioners to pass as provided in the Home Rule Charter to the City of Fargo.

Adopted at the meeting of the Board of City Commissioners this 22nd day of December 2025.

Timothy J. Mahoney, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as Deputy City Auditor of the City of Fargo and affixed the corporate seal this 22rd day of December, 2025.

Angie Bear, Deputy City Auditor

The following are the Signatures of the authorized officers of the City of Fargo to sign for the deposited funds as adopted on December 22, 2025.

Timothy J. Mahoney, Mayor

Susan Thompson, Director of Finance/City Auditor


Angie Bear, Deputy City Auditor



(17)

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: Cass County Electric Franchise Agreement

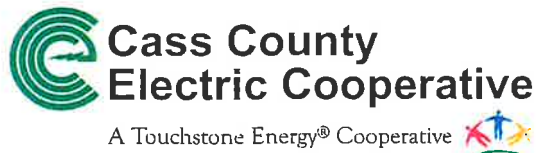
DATE: December 22, 2025

Pursuant to a limited franchise agreement between the City of Fargo and Cass Country Electric entered into in July 1995 and amended December 2016, Cass County Electric is required to provide written notice of the intention to service areas annexed into the City of Fargo. Attached is the required notice referring to the annexation of November 21, 2025.

Please receive and file the amendment to the limited franchise agreement adding the area annexed by the City of Fargo on November 21, 2025.

Recommended Motion:

Receive and file the amendment to the limited franchise agreement between the City of Fargo and Cass County Electric adding the area annexed by the City of Fargo on November 21, 2025.



December 5, 2025

Susan Thompson
Finance Director
City of Fargo
225 4th Street North
Fargo, ND 58102

<CERTIFIED MAIL>

Dear Ms. Thompson,

This letter is in reference to the franchise agreement that the City of Fargo granted to Cass County Electric Cooperative, Inc. in December 2016.

In paragraph eleven (11), the agreement refers to a written notice required to add designated areas (annexed property being served by the Cooperative) to this agreement.

Please note the designated areas as referenced below, which are hereby identified as additional annexed areas in which Cass County Electric Cooperative Inc. will provide service to existing and new customers:

That part of the Southwest Quarter and part of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota. The area is more particularly described in the Annexation Plat.

This area was annexed into the City of Fargo and recorded at the Cass County Recorder's office on November 21st, 2025, at 9:55 a.m., Document No. 1747544.

Sincerely,

A handwritten signature in black ink that reads 'Troy Knutson'.

Troy Knutson, PE
Manager of Engineering
Cass County Electric Cooperative


Cc: Paul Matthys, CEO, Cass County Electric Cooperative, Inc.
Jodi Bullinger, VP of Engineering and Operations, Cass County Electric Cooperative, Inc.
Ms. Tami Norgard, Vogel Law, Attorney for Cass County Electric Cooperative, Inc.



(18)

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: 12/17/2025

Receive & File: General Fund Budget to Actual – Through November 30, 2025

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Other Financial Considerations
Finance – Frontload request
Health – Enrollment Specialist

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

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	\$ 51,484	\$ 49,747	\$ (1,737)
2	Licenses & Permits	6,438	5,568	(870)
3	Intergovernmental Revenue	24,882	21,878	(3,004)
4	Charges for Services	15,034	17,642	2,608
5	Fines & Traffic Tickets	1,507	1,663	155
6	Interest	6,875	7,517	642
7	Miscellaneous Revenue	616	840	224
8	Transfers In	17,515	17,522	7
Total Revenues		\$ 124,351	\$ 122,377	\$ (1,975)
EXPENDITURES:				
9	General Government	\$ 27,116	\$ 25,940	\$ 1,176
10	Public Safety	51,645	50,452	1,193
11	Public Works	14,218	13,481	738
12	Health & Welfare	14,206	13,653	552
13	Culture & Recreation	5,279	5,089	190
14	Economic Development	204	491	(288)
15	General Support	1,408	1,775	(367)
16	Capital Outlay	134	115	19
17	Operating Transfers	8,718	8,204	514
18	Contingency (Salary Savings)	(313)	15	(328)
Total Expenditures		\$ 122,615	\$ 119,215	\$ 3,400
Revenue Over (Under) Expenditures		\$ 1,736	\$ 3,162	\$ 1,426

- 1** Franchise Fees - trending below budget.
- 2** Building Permit revenue below budget.
- 3** Highway Funds below budget; timing w/ Fire Premium Tax rev (\$1.7M received Dec).
- 4** CIP Admin Fee Revenue higher due to more projects.
- 9-13** Lower FT labor and other operating expenses for general fund departments.
- 14** Budget error: budget excluded final payment of NDSCS pledge.
- 15** Worker Comp Premium higher for 2025.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.

Report of Action:

FAHR Meeting of December 15, 2025

- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

Department: Finance

Description: See Memo. Finance requests to start the recruiting and hiring process in anticipation of a February retirement. The hiring sequence may result in a brief front-load situation.

Net Financial Impact: \$0 Potential nominal additional cost of overlapping staff will be offset with anticipated operational savings elsewhere.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Authorize the Finance Department to start the advertising and recruitment processes for an Accounting Technician position, which may result in a brief front-load situation.



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: Front Load request

DATE: December 12, 2025

In anticipation of a February retirement, Finance requests to start the advertising and recruitment process for an Accounting Technician position immediately. The hiring sequence may result in a brief front-load situation for the position. The nominal incremental cost will be absorbed through adjustments to the Finance operating budget, if needed.

Suggested Motion:

Authorize the Finance Department to start advertising and recruitment process for an Accounting Technician position, which may result in a brief front-load situation.

Report of Action:

FAHR Meeting of December 15, 2025

- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

Department: Health

Description: See Memo. Health requests to use grant funding to contract with Family HealthCare to provide a part-time enrollment specialist for a two-year term and at a cost of \$60,000.

Net Financial Impact: \$0 Grant Funded.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the use of Public Health Workforce and Infrastructure Grant funds for the creation of Enrollment Specialist contracted position. The contract is requested for two years at a total cost of \$60,000.



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

DATE: DECEMBER 15, 2025

**RE: NEW CONTRACTED POSITION OF ENROLLMENT SPECIALIST
FUNDED THROUGH: PUBLIC HEALTH WORKFORCE AND
INFRASTRUCTURE GRANT FUNDS.
SUPERVISOR: PH FINANCE DIRECTOR – MELISSA PERALA**

Attached please see the exempt purchase request form for contracting with Family HealthCare to provide a person for this position. This position will be for 24 hours a week with Fargo Cass Public Health (including work at the FCPH, the DEC, and doing outreach with referrals from our staff. This position is funded through Public Health Workforce and Infrastructure Development Grant and will not use any City of Fargo general funds. The contract will be in effect for two years, 2026 and 2027, for a total of \$60,000.

Thank you for your consideration, if you have any questions, please contact me at 241.1380.

SUGGESTED MOTION:

Approve the use of Public Health Workforce and Infrastructure Development Grant funds for the creation of an Enrollment Specialist contracted position.

Attachment: JF/lls

Exempt Purchase Instructions

1. Complete the Exempt form if the purchase meets the Exempt Purchase Requirements listed below.
2. All funds expended for these types of activities or services will be properly receipted and accounted for with supporting documentation. All documentation will be maintained by the Purchasing Manager and shall be subject to internal audit.
3. Return completed form to the purchasing division for approval and assignment of an Exempt (EX) number at Purchasing@FargoND.gov
4. Return the Purchase Order and Vendor Invoice referencing the EX #, and Fixed Asset sheet (if applicable) to your AP Tech in Finance for processing.
5. Purchases over \$100,000 must go to City Commission for approval.

Exempt Purchase Requirement Table:

The City of Fargo departments may purchase such materials and services without quotation, request of proposals or bid for the following:

- (a) Land, building, space, or the rental thereof.
- (b) Procurement of publicly provided or publicly regulated gas, electricity, water, sewer, and refuse collection services.
- (c) Compatibility with equipment currently owned by the City which is essential to the proper functioning of that equipment.
- (d) Equipment maintenance or servicing of equipment when the service can best be performed by the manufacturer or authorized service agent. (i.e., preventative, annual, and warranty)
- (e) Employee benefit services, trust-related services, insurance services, and cash and investment management services obtained by a department with a fiduciary responsibility regarding those services.
- (f) Recurring support costs associated with implemented information technology solutions, including licensing, service agreements, maintenance, and subscriptions for software as a service, platform as a service, and infrastructure as a service.
- (g) Marketing in all media. (i.e., billboard, magazine, etc.)
- (h) Law enforcement K9.
- (i) Professional or technical service contracts necessary for the investigation of activities or in conjunction with litigation or court proceedings.
- (j) Any contract for asbestos removal.
- (k) Event related goods, equipment and services requested by event promoter and to be billed back to the event.
- (l) Maintaining and purchasing of books and periodicals from publisher or copyright holders thereof.
- (m) Procurement funded by grants when any special conditions require the purchase of particular materials and/or services as assigned in the grant award.
- (n) Recipients of donations, pledges or appropriations as approved by the Board of City Commission.
- (o) Material testing awarded on a Master Services Agreement.
- (p) Director of Finance and Purchasing Manager discretion on departmental requests.



EXEMPT PURCHASE REQUEST FORM (EX)

Requested by:	Jenn Faul	Department:	Fargo Cass Public Health
Date of Request:	12/10/2025	Phone Number:	701-241-1380
E-mail:	JFaul@FargoND.gov	Reference exemption table justification on page 1 <u>M</u>	
Dept Head Signature:		Estimated Amount of Purchase:	\$60,000

Product or Service description:

A third of our clients are on Medicaid and in 2026 Medicaid is changing from an annual renewal to every 6 months. To help our clients on Medicaid and facilitate the process we would like to use the PH Workforce Grant to pay for an Enrollment Specialist. We considered hiring a PT Temp but with the training and certification it's not feasible. After reaching out to entities in the area we have found Family Healthcare is the only one with staff that do this for the public. FHC has a team of employees that does this work and currently is in our building 1 afternoon a month. They have enough demand that they will look to hire another FT position and we would contract with them for 24 hours/week to be at FCPH, the DEC, and doing outreach with referrals from our staff. We have attached the email responses we have received in our research. The 3rd entity emailed has not replied. We have funding for 2026 and 2027 for a total of \$60000.

Is a Contract required? Yes ☒ No ☐ Is the procurement Federally Funded? Yes ☒ No ☐

Vendor Name: Family Healthcare		
Address: 301 Northern Pacific Ave N		
City: Fargo	State: ND	Zip Code: 58102
Contact Person: Lori Kinn	Title: Director of Patient Services	
Telephone: 701-298-9245	Email: lkin@famhealthcare.org	
Purchasing Manager Approval:		
Exempt Purchase (EX) Number:		

Melissa Peralá

From: Chelsey Matter <Chelsey.Matter@bcbsnd.com>
Sent: Tuesday, December 2, 2025 9:26 AM
To: Melissa Peralá
Subject: RE: Navigators

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

Hi Melissa,

We have a sales team that helps people find the appropriate BCBSND plan for them, but we would not be “selling” other product options such as Sanford, etc. FHC provides those services, otherwise independent brokers do a lot of the individual sales and can sell multiple options (ie. Farmers Union).

Thank you,
Chelsey

From: Melissa Peralá <MPeralá@fargoND.gov>
Sent: Monday, December 1, 2025 1:09 PM
To: Chelsey Matter <Chelsey.Matter@bcbsnd.com>
Subject: Navigators

CAUTION! This is an external email from outside of BCBSND.
Use caution when clicking links or opening attachments if you don't recognize the sender.
When in doubt, report all suspicious emails to Mail-Abuse.

Hi Chelsey,

Does BCBS have Insurance Navigators on staff that help anyone apply for any insurance/MA? If not do you know of any business besides FHC that does?

Thanks!

Melissa Peralá
Accountant - Administration
FARGO CASS PUBLIC HEALTH
Office: 701.241.1392 Cell: 701.412.3107
MPeralá@fargoND.gov



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Public Health**
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To: [Andrea Olson <andrea@capnd.org>](mailto:Andrea.Olson@capnd.org)

Subject: Insurance Navigators

Hi,

Do you employee insurance navigators? If not, do you know any business that does? We are looking to either hire someone to help our clients get insurance/MA or contract with another entity that already has staff in place for about 24 hrs/week.

Thank you!

Melissa Perala

Accountant - Administration

FARGO CASS PUBLIC HEALTH

Office: 701.241.1392 Cell: 701.412.3107

MPerala@FargoND.gov



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Public Health**
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Melissa Perala

From: Andrea Olson <andrea@capnd.org>
Sent: Monday, December 1, 2025 3:05 PM
To: Melissa Perala
Subject: RE: Insurance Navigators

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

Hi, Melissa: We do not employ insurance navigators specifically; what a great resource this would be for people! However, we do have a Healthcare Navigator who works specifically with Veterans experiencing housing instability in our Supportive Services for Veteran Families. The Navigator helps Veterans apply for SSI, SSDI, and to navigate the VA Healthcare services. It's been a huge help to Veterans who find the systems to be complicated and challenging. It's also been a benefit for our staff; to have one person be the resident expert has allowed the case management staff to focus on other needs for the Veteran.

At one point, I believe Money Follows the Person located in Minot might have been helping folks from across the state apply for the Affordable Care Act. Cheryl Merck is a great person; she might be able to tell you more.
cheryl.merck@minotstateu.edu

You could also reach out to the Medicaid 1915i folks; they're part of DHHS and are doing some incredible work statewide. Monica is the person who I would suggest connecting with: mohaugen@nd.gov and more info is here [Medicaid 1915\(i\) Behavioral Health Services and Supports | Health and Human Services North Dakota](#)

Hope this is helpful!
Andrea

Andrea Olson, MS, CCAP & NCRT/NCRI | Executive Director

(pronounced Andréa)

Community Action Partnership of North Dakota

3233 University Drive South

Fargo, ND 58104

Tel: 701-232-2452

Fax: 701-298-3115

www.capnd.org

From: Melissa Perala <MPerala@FargoND.gov>
Sent: Monday, December 1, 2025 1:16 PM



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FARGO CASS PUBLIC HEALTH

ADMINISTRATION

1240 25th Street South


Fargo, ND 58103-2367

Phone 701.241.1360

FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 22, 2025 AGENDA

RE: NOTICE OF GRANT AWARD AMENDMENT FOR RYAN WHITE
PART B PROGRAM.
NO: G23.1344A CFDA: 93.917
FUNDS: ADDITIONAL \$100,000
EXPIRES: 03/31/2026

The attached grant award amendment from North Dakota Department of Health and Human Services is for additional funds for the Ryan White Part B program that is provided at Fargo Cass Public Health.

NO BUDGET ADJUSTMENTS

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve this notice of grant award amendment from the ND Department of Health and Human Services.

JF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G23.1344A	CFDA Name HIV Care Formula Grants	CFDA Number 93.917
FAIN Number X0700043	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2025
Federal Award Date 3/26/2025	Federal Awarding Agency Health Resources Services Administration (HRSA)	Grant End Date 3/31/2026
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.		
Title of Project/Program Ryan White Part B Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 2241 S543-OC-00 33: \$160,000 2241 S543-OC-01 33: \$340,000	
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch	
Address: 1240 25 th Street South	Address: 600 East Boulevard Avenue, Dept. 325	
City/State/ZIP Code: Fargo, ND 58103-2367	City/State/ZIP Code: Bismarck, ND 58505-0250	
Contact Name: Jenn Faul	Contact Name: Lindsey VanderBusch	
Telephone Number: 701-241-1380	Telephone Number: 701-328-4555	
Email Address: jfaul@fargond.gov	Email Address: lvanderbusch@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share
Amount Awarded	\$100,000	\$0
Previous Funds Awarded	\$400,000	\$0
Total Funds Awarded	\$500,000	\$0
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimis rate of 10% (limited to 15%)
		<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service This amendment provides additional funding of \$100,000 for the continued support of the scope of service requirements as noted in the original agreement.		
Reporting Requirements All reporting requirements of the original agreement remain the same.		
Special Conditions This amendment lifts the special conditions funding restriction as noted in the original agreement.		
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.		
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance
Date 12/05/2025	Signature <i>Jenn Faul</i>	Date Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases
Date	Signature	Date Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, City of Fargo, Mayor		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer
ATTEST: _____ Angie Bear, Deputy City Auditor		

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.



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20

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 22, 2025 AGENDA

**RE: NOTICE OF GRANT AWARD AMENDMENT FOR STATE AID –
REGIONAL ENVIRONMENTAL HEALTH SERVICES.
NO: G25.208A CFDA: NA
FUNDS: NA
EXPIRES: 06/30/2027**

The attached grant award amendment from North Dakota Department of Health and Human Services is for the counties of Ransom, Richland, Sargent, Steele, and Traill to be included as underserved areas to receive environmental health services by Fargo Cass Public Health's Environmental Health Practitioners.

NO BUDGET ADJUSTMENTS

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve this notice of grant award amendment from the ND Department of Health and Human Services.

JF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.208A	CFDA Name Not applicable	CFDA Number Not applicable
FAIN Number Not applicable	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2025
Federal Award Date Not applicable	Federal Awarding Agency Not applicable	Grant End Date 6/30/2027
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.		
Title of Project/Program State Aid – Regional Environmental Health Services	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4541 Z644-OC-00 32	
Grantee Name Fargo Cass Public Health	Project Director Jo Gourneau	
Address 1240 25 th Street South	Address 600 East Boulevard Ave, Dept 325	
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Jenn Faul	Contact Name Jo Gourneau	
Telephone Number (701) 241-1380	Telephone Number 701-227-7599	
Email Address jfaul@fargond.gov	Email Address jodawngourneau@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share
Amount Awarded	\$0	\$0
Previous Funds Awarded	\$80,000	\$0
Total Funds Awarded	\$80,000	\$0
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)
		<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service This amendment adds the counties of Ransom, Richland, Sargent, Steele, and Traill to be included as underserved areas to receive environmental health services by the Grantee's Environmental Health Practitioner(s) throughout this agreement for the continued support of the scope of service requirements as noted in the original agreement.		
Reporting Requirements All reporting requirements of the original agreement remain the same.		
Special Conditions All special conditions of the original agreement remain the same.		
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027. [Finance Use Only: <input checked="" type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.		
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance
Date 12/04/2025	Signature <i>Jenn Faul</i>	Date
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health Fargo Cass Public Health		Signature Krissie Mayer, MS, Unit Director Community Engagement
Date	Signature	Date
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Signature Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health
ATTEST: _____ Angie Bear, Deputy City Auditor		
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.		



(21)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 22, 2025 AGENDA

**RE: LEASE AGREEMENT BETWEEN CASS COUNTY AND THE
CITY OF FARGO TO LEASE A PORTION OF THE FARGO CASS
PUBLIC HEALTH BUILDING (1240 25TH STREET SOUTH).**

**FUNDS: 13% OF BUILDING COST FOR ELECTRIC, GAS,
WATER, INSURANCE, AND CLEANING CONTRACT,
PLUS RENTAL FEE FOR 5% OF BUILDING CHARGED
AT \$5.00 PER SQUARE FOOT.**

EXPIRES: AUTOMATICALLY RENEWAL

The attached lease agreement between Cass County and the City of Fargo is for additional space for the coroner's office, additional space for the County Emergency Management Office and formal agreement for the existing space that Cass County Coroner's office occupies in the building.

NO BUDGET ADJUSTMENTS

If you have any questions, please contact me at 241.1380.

Suggested Motion:

Move to approve this lease agreement with Cass County.

JF/lis
Attachment



Robert W. Wilson
County Administrator

Telephone: 701-241-5770
wilsonro@casscountynd.gov

MEMO

TO: County Commission

FROM: Robert W. Wilson

Date: December 10, 2025

Subject: Coroner/Emergency Management Lease Agreement

A lease agreement (attached) between Cass County and the City of Fargo is presented for the Board's Consideration on December 15, 2025. The City of Fargo (Fargo Cass Public Health) has agreed to lease a portion of the Fargo Cass Public Health (FCPH) Building to the Cass County Coroner and Emergency Management Offices effective January 1, 2026.

This lease satisfies three County needs the Administration Office has been working with the City on for several months. First, it provides the Coroner's Office with additional office space needed to manage a growing workload. Second, it provides the County Emergency Management Office with a permanent office following a move out of the City Emergency Management Building earlier this year. Finally, it provides structure (in the form of an agreement) that has been lacking for the Coroner's current use of space in the FCPH building.

Under the terms of the agreement, the County will continue to use the existing Coroner space as it has since December 30, 2015, paying a percentage of the cost for utilities and insurance. That percentage is based on the amount of the overall square footage of the building we occupy. (Previously 8%, now 13%.) For the newly acquired space the County will pay an additional \$1,212/month.

This will be an annual agreement that renews automatically unless either party provides a 60-day notice of intent to cancel.

Cass County's use of a portion of the Fargo Cass Public Health Building has been an example of the strong partnership between Cass County and the City of Fargo. Formalizing and expanding this agreement is in the best interest of both parties.

This agreement has been reviewed by the State's Attorney, Finance, Coroner and Administration Offices.

Motion: Authorize the Chair to sign Lease Agreement with Fargo Cass Public Health (the City of Fargo) for use of a portion of the Fargo Cass Public Health Building located at 1240 25th St. South, Fargo, ND 58103

LEASE

THIS LEASE is made and entered into this 1st day of January, 2026, between Fargo Cass Public Health of the City of Fargo ("Owner") and the Cass County Government Offices of Coroner's Office and Cass County Emergency Management ("Tenant" or "Cass County, ND),

PRELIMINARY STATEMENT

Owner is the owner of the Fargo Cass Public Health Building, the street address of which is 1240 25th St South, Fargo, North Dakota 58103 (the "Premises").

Tenant desires to lease from Owner a portion of the Premises in accordance with the terms and conditions of this Lease.

For valuable consideration, the parties agree as follows:

1. LEASED PREMISES. In consideration of the conditions and agreements herein to be kept and performed by the Tenant, Owner leases to Tenant that portion of the Premises depicted on Exhibit "A" (the "Leased Premises"). [Floor plan of FCPH and which sections are being leased].
2. TERM. The term of the Lease shall be one year from the rental commencement date shown on the attached Exhibit "B". The Lease shall automatically be renewed for successive one-year terms unless either party shall give the other 60 days' written notice of intent to terminate prior to the end of the initial term or any renewal period.
3. RENT. Tenant shall pay to Owner the monthly rent consisting of:
 - (i) an amount equal to thirteen percent (13%) of the actual charges invoiced to Owner for building insurance, electricity, gas, water, and the cleaning contract for the Premises, and
 - (ii) a fixed monthly base rent of One Thousand Two Hundred Twelve Dollars (\$1,212.00) representing Tenant's lease of approximately five percent (5%) of the building.

The total monthly rent shall be due on the 1st day of each month during the Lease term, prorated for any partial month at the beginning or end of the term. Rent must be paid within thirty (30) days after the date due, after which Owner may assess a late fee as permitted by law.⁴

4. LEASEHOLD IMPROVEMENTS. Tenant accepts the Leased Premises AS IS and WITH ALL FAULTS and without any obligation on the part of the Owner to provide repairs or maintenance. Owner makes no representations about the condition and suitability of the Leased Premises and makes no warranty, express or implied, regarding the fitness for a particular purpose, merchantability, or habitability. Tenant will secure the prior written consent of Owner prior to making any leasehold improvements on the Leased Premises. Such improvements will be the sole responsibility of the Tenant.

5. COMMON AREAS. The hallways, kitchen, and restrooms on the Premises are designated as common areas and will be maintained by Owner, including heat, water, repairs, janitorial service and changing of light bulbs.

6. INSURANCE. Tenant shall maintain appropriate insurance coverage to cover general liability and workers' compensation. No provision of this Lease shall be interpreted as a waiver of the statutory limitations on liability provided by N.D.C.C. 32-12.1 or any other applicable immunity or limitation. Failure to maintain insurance does not relieve a party of its responsibilities under this Lease.

7. REPAIRS, MAINTENANCE AND UTILITIES. Owner shall keep the foundation, exterior walls, roof, and other items which may be considered structural in nature in good repair but shall not be otherwise obligated to repair or replace any parts of the Premises.

Owner shall furnish all electricity, water, gas, telephone service and other agreed upon utilities used by Tenant.

Tenant shall, at its own expense, keep the Premises and equipment, fixtures and appliances in and upon the Leased Premises in good repair and in good sanitary condition during the term of this Lease and shall replace all broken glass with glass of the same quality. Tenant will maintain and keep in good repair the interior portions of the Leased Premises including interior doors.

If Tenant does not repair or replace any parts of the Leased Premises as required by this Lease, Owner may repair the same, at its own discretion, after having given written notice of such need to Tenant. Tenant shall pay to Owner the cost of such repair as additional rent. If Owner does not repair or replace any parts of the Leased Premises as required by this Lease, Tenant may repair the same, at its discretion, after having given written notice of need to Owner and may deduct the costs of such repairs from the rental provided for herein.

The Leased Premises shall not be altered, repaired or changed without the prior written consent of Owner, which consent shall not be unreasonably withheld.

8. PARKING. Tenant shall have the exclusive right, to use the parking lot which is a part of the Premises; specifically, the parking spaces designated with signage by the Cass County Coroner's Office which shall include five parking spots. Owner shall maintain the parking lot including snow removal of the parking lot and the adjacent sidewalks.

9. OWNER'S ACCESS. Owner may enter the common areas as needed using their own discretion and may enter upon the Leased Premises with reasonable notice to inspect and to make changes, alterations or repairs which Tenant may desire.

10. NOTICES. All notices, requests, consents or other communications which are required or permitted to be given by either party to the other shall be in writing delivered to Owner at its address shown hereon and to Tenant at its address shown on Exhibit "B".

11. QUIET POSSESSION. Owner covenants with Tenant that on paying the rent reserved and performing the covenants and agreements herein contained and agreed to be performed on the part of Tenant, Tenant shall at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the Leased Premises. Tenant shall take possession of the Leased Premises as presently constituted and the taking of possession by Tenant shall be conclusive evidence that the Premises, equipment, fixtures, and appliances were, when possession was taken in all respects, in satisfactory and acceptable condition and that nothing further is required of Owner to make them suitable for the occupancy of Tenant or to conform to the terms and conditions of this Lease, except as may be otherwise agreed in writing.

12. LIENS. Tenant shall not permit any mechanic's or other lien to stand against the Leased Premises or the Owner arising out of any act or omission of Tenant. Tenant may contest the validity or amount of any lien if Tenant shall give Owner security required by Owner to insure payment or prevent any forfeiture of the Premises. Tenant shall pay any judgement and have all liens released or judgements satisfied at Tenant's expense.

13. REQUIREMENTS OF PUBLIC AUTHORITY. Tenant shall comply with all covenants and restrictions of record, and all laws, ordinances and regulations of governmental authority which affect the Premises, building, improvements, business or use thereof. Tenant shall obtain, at its own expense, all licenses and permits necessary for Tenant's business.

14. DEFAULT. If Tenant shall fail to pay the rent when due or default in any of the provisions of this Lease, or if Tenant shall make an assignment for the benefit of creditors, enter bankruptcy, receivership or insolvency, Owner may, at its election, give notice to Tenant in writing specifying the default. Tenant shall have 30 days after notice is sent to cure the default. If default continues thereafter, Owner may declare the term ended and re-enter the Premises without a forfeit of rents to become due hereunder, either with or without process of law and to expel the Tenant and all persons on the Premises, using force as may be necessary to repossess and enjoy the Premises without prejudice to any other remedy which might be available. Owner may re-rent at a price and terms as Owner determines, and receive the rent applying it first to payment of the rent due under this Lease, after all expenses of re-rental, including advertising, rental commissions, decorating, repairs and maintenance. Tenant shall pay any deficiency and remain liable for failure to comply with all terms and conditions of the Lease. Owner may, but is not obligated to make payments or to keep covenants required of Tenant under this Lease. All expenses of Owner in so doing shall be additional rent and paid by Tenant to Owner.

If Owner is in default under this Lease, Owner shall have a reasonable time to cure the default after written notice specifying the default to Owner by Tenant.

15. NONWAIVER. No waiver by a party of any breach by the other of its obligations hereunder shall be a waiver of any other subsequent or continuing breach. Forbearance by a party to seek a remedy for any breach by the other shall not be a waiver of its rights or remedies with respect to the breach.

16. NON-ASSIGNABILITY AND SUBLEASING. Tenant shall not assign this Lease or any interest herein, or sublease all or any part of the Leased Premises, or permit the use or occupancy of the Leased Premises by anyone other than Tenant, without the prior written consent of the Owner, which may be withheld in Owner's sole discretion. Any attempted assignment or sublease without such prior written consent shall be null and void and shall constitute a default under this Lease. Consent to any one assignment or sublease shall not constitute a waiver of the requirement for consent to any subsequent assignment or sublease.

17. SURRENDER. At the termination of this Lease for any reason, Tenant shall quit and surrender the Leased Premises in as good condition as when received, reasonable wear and tear and damages by the elements, or causes beyond Tenant's control excepted.

Tenant may remove its fixtures, equipment and property installed by Tenant at its expense, provided it shall repair all damages caused by removal.

18. OBLIGATION OF PARTIES. The agreements in this Lease shall be binding upon and enforceable by the parties, their heirs, representatives, successors and assigns.

19. RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be construed to create a relationship of principal and agent, partnership, joint venture or association between Owner and Tenant. Neither the method of computing rent or any act of the parties shall create any relationship between the parties other than the relationship of Owner and Tenant.

20. GOVERNING LAW. This Lease covers property in North Dakota and shall be construed according to North Dakota law. Invalidity of any provision of this Lease shall not affect the validity of any other provision.

21. ADDITIONAL TERMS. Additional terms to this Lease, if any, are contained on Exhibit "B".

OWNER – FARGO CASS PUBLIC HEALTH

TENANT - CASS COUNTY,



By: Jenn Faul
Its: Director of Public Health



By: Tony Grindberg
Its: Commission Chairman

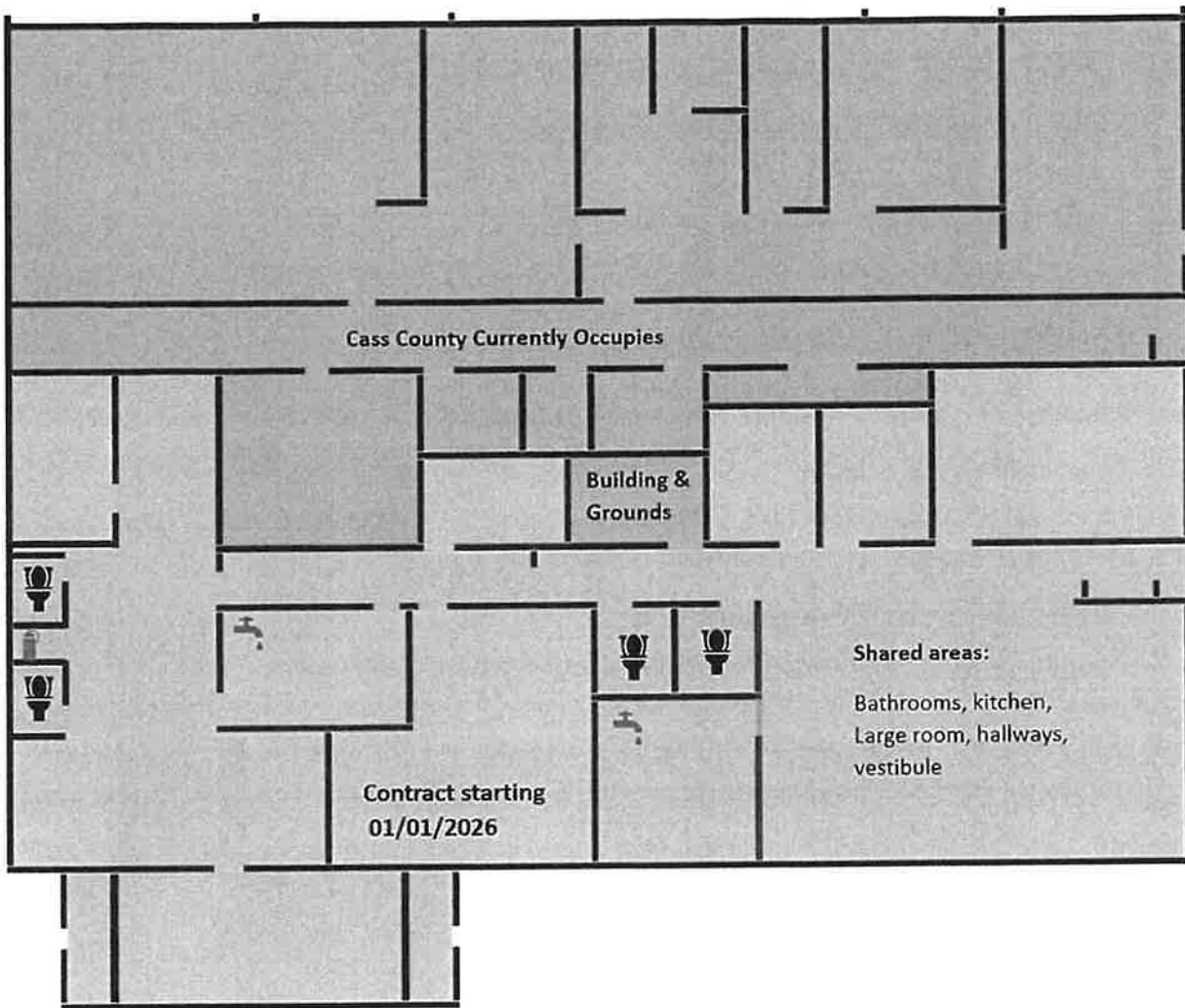
CITY OF FARGO

By: Timothy J. Mahoney
Its: Mayor, City of Fargo

ATTEST: _____

By: Angie Bear
Its: Deputy City Auditor

EXHIBIT A



	Cass County current leased space 4,537 square feet starting 12/30/2015. Cass County paid for the build out of this space to fit the Coroner's Office needs and has paid only paid pro-rated (8% of building) costs for utilities and insurance rates.
	Buildings & Grounds-Maintenance Room
	Shared space with Fargo Cass Public Health
	Cass County additional leased space starting 01/01/2026. (5%) of the building.

EXHIBIT B

This Exhibit B is part of a Lease between Fargo Cass Public Health/City of Fargo (Owner) and the Tenant whose name and signature appears below.

1. Tenant's Name and Address for Notice purposes:

Cass County Government
211 9th St S.
Fargo, ND 58108

2. Owner's Name and Address for Notice purposes:

Attn: Jenn Faul
Fargo Cass Public Health
1240 25th St South
Fargo, ND 58103

3. Rental Commencement Date: [01/01/2026]

4. Monthly Rent: Tenant's monthly rent shall consist of two components:

- a. Variable Cost Component for Utilities: Thirteen percent (13%) of the monthly invoices issued to Owner for building insurance, utilities (including electric, gas, and water), and the cleaning contract; and
- b. Base Rent Component: A fixed monthly charge of \$1,212.00, representing a rental rate of \$5.00 per square foot for 2,909 square feet of leased space (equivalent to 5% of the building).

5. Use of Premises: Cass County Coroner and Cass County Emergency Management Operations

6. Additional Terms: Changes made to security cameras, door locks, door badge access, and signage will result in fees to charge for these services.

(22)

City of Fargo Staff Report			
Title:	Champions Gate at Prairie Farms Third Addition	Date:	10/29/2025
		Update:	12/18/2025
Location:	5737 31st Street South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 11, Block 1, Champion's Gate at Prairie Farms Second Addition		
Owner(s)/Applicant:	Prairie Grove, Inc. / Houston Engineering, Inc.	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lot 11, Block 1, Champion's Gate at Prairie Farms Second Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: December 22 nd , 2025		

Existing	Proposed
Land Use: Platted but not developed	Land Use: No change
Zoning: SR-3, Single dwelling residential	Zoning: No change
Uses Allowed: allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities	Uses Allowed: No change
Maximum Density Allowed: 8.7 dwelling units per acre	Maximum Density Allowed: No change

Proposal:
<p>The applicant requests approval of one entitlement:</p> <ol style="list-style-type: none"> 1. A plat of the Champions Gate at Prairie Farms Third Addition, a replat of Lot 11, Block 1, Champion's Gate at Prairie Farms Second Addition, to the City of Fargo, Cass County, North Dakota. <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: SR-3; platted but not developed • East: P/I, Public/Institutional, with park and open space use; and SR-4, with single family use • South: SR-4, with single family use • West: City of Frontier—lots adjacent to the proposed subdivision are large lot detached single family residences. <p>Area Plans:</p> <p>The Fargo Growth Plan 2024 designates the area of the subject property as "Suburban Neighborhood" placetype. The primary use in this placetype is small to medium lot single family detached housing. The SR-3 zoning is consistent with this placetype designation.</p> <p>Context:</p> <p>Schools: The subject property is located within the Fargo School District and is served by Centennial Elementary, Discovery Middle, and Davies High schools.</p> <p>Neighborhood: The subject property is located within the Maple Valley neighborhood.</p>

Parks: Prairie Farms Park (5400 31st Street South) is located east across 31st Street South, just to the north of the subject property. This park has amenities of a basketball court, grill, picnic table, playgrounds for ages 2-5 and 5-12 recreational trails, and a shelter.

Pedestrian / Bicycle: An off-road bike facility is located along 52nd Avenue South, approximately one-quarter mile north of the subject property. Additionally, there are paths within Prairie Farms Park, as noted above. All these paths are components of the metro area trail system.

MATBUS Route: The subject properties are not located along a MATBUS route.

Staff Analysis:

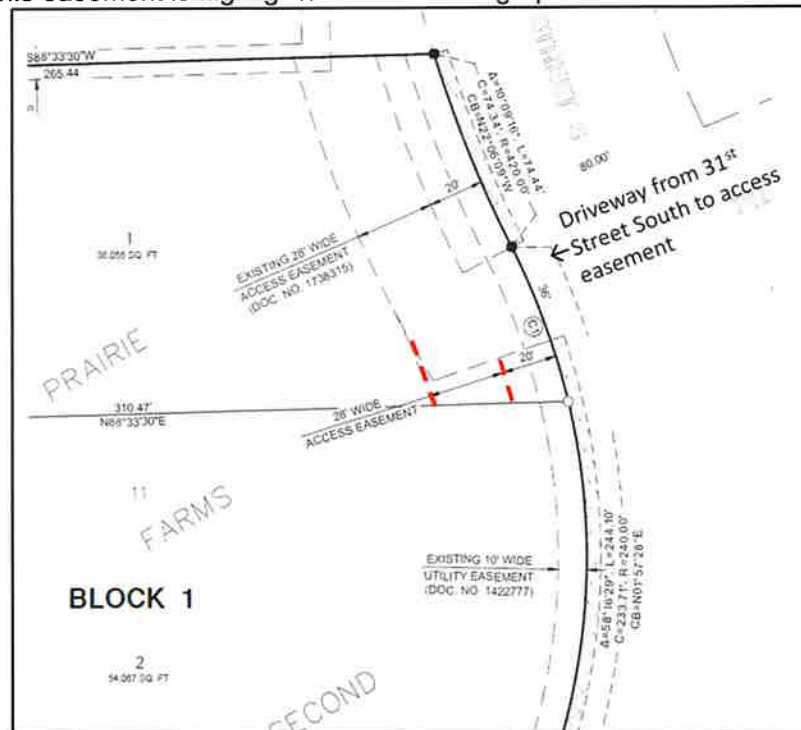
The area of the proposed subdivision has been included in three previous subdivisions, as shown in the chart below.

SUBDIVISION	YEAR	BLOCK	LOTS or portions thereof
Prairie Farms	2014	6	9, 10
Champions Gate at Prairie Farms	2018	1	20 through 25
Champions Gate at Prairie Farms Second Addition	2025	1	11

The proposed subdivision divides the 90,123 square foot (2.06 acre) Lot 11, Block 1, Champion's Gate at Prairie Farms Second Addition into two smaller lots, as shown below.

LOT	SQUARE FEET	ACRES
1	30, 056	0.68
2	54, 067	1.24

A private driveway with two access points from 31st Street South serves the individual lots in the Champions Gate at Prairie Farms subdivision, so the lots do not have individual driveways directly onto 31st Street South. The proposed plat depicts an additional 28-foot wide access easement from the southern end of the existing private driveway to provide access to Lot 2 of Champions Gate at Prairie Farms Third Addition. This easement is highlighted in red in the graphic below.



Minor Subdivision

The LDC stipulates that the following criteria are 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 Fargo Growth Plan 2024 designates the area of the subject property as "Suburban Neighborhood." The SR-3 zoning is generally consistent with this growth plan designation. 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 and responded to two 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. No amenities plan or developer agreement was required. **(Criteria Satisfied)**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Champion's Gate at Prairie Farms Third 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 LDC, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: November 4th, 2025

At the November 4th, 2025 Planning Commission hearing, that Commission, by a vote of 11-0 with all Commissioners present, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the **Champions Gate at Prairie Farms Third Addition**, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C and all other applicable requirements of the Land Development Code.

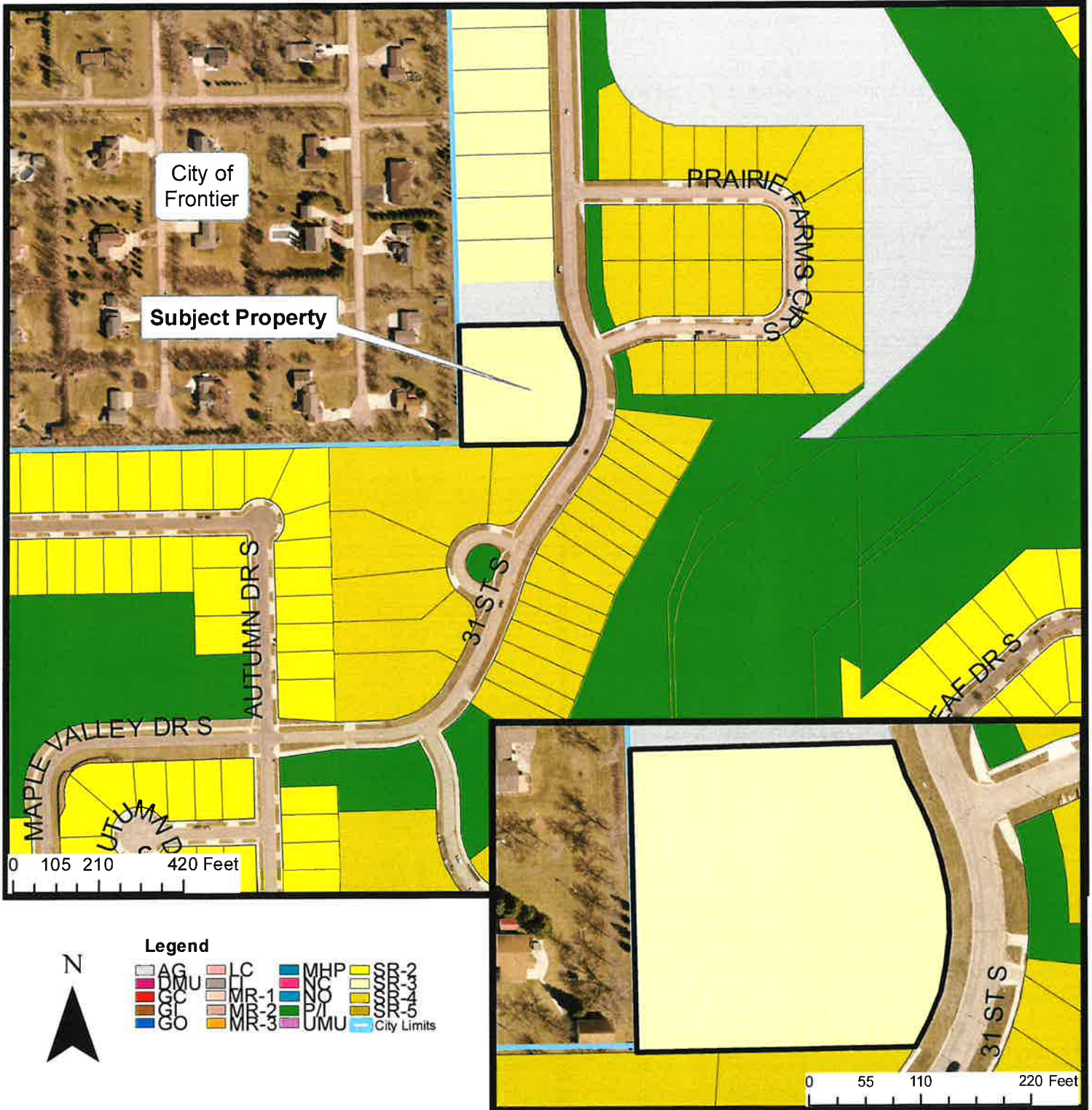
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Champions Gate at Prairie Farms Third Addition

5737 31 Street South



Legend

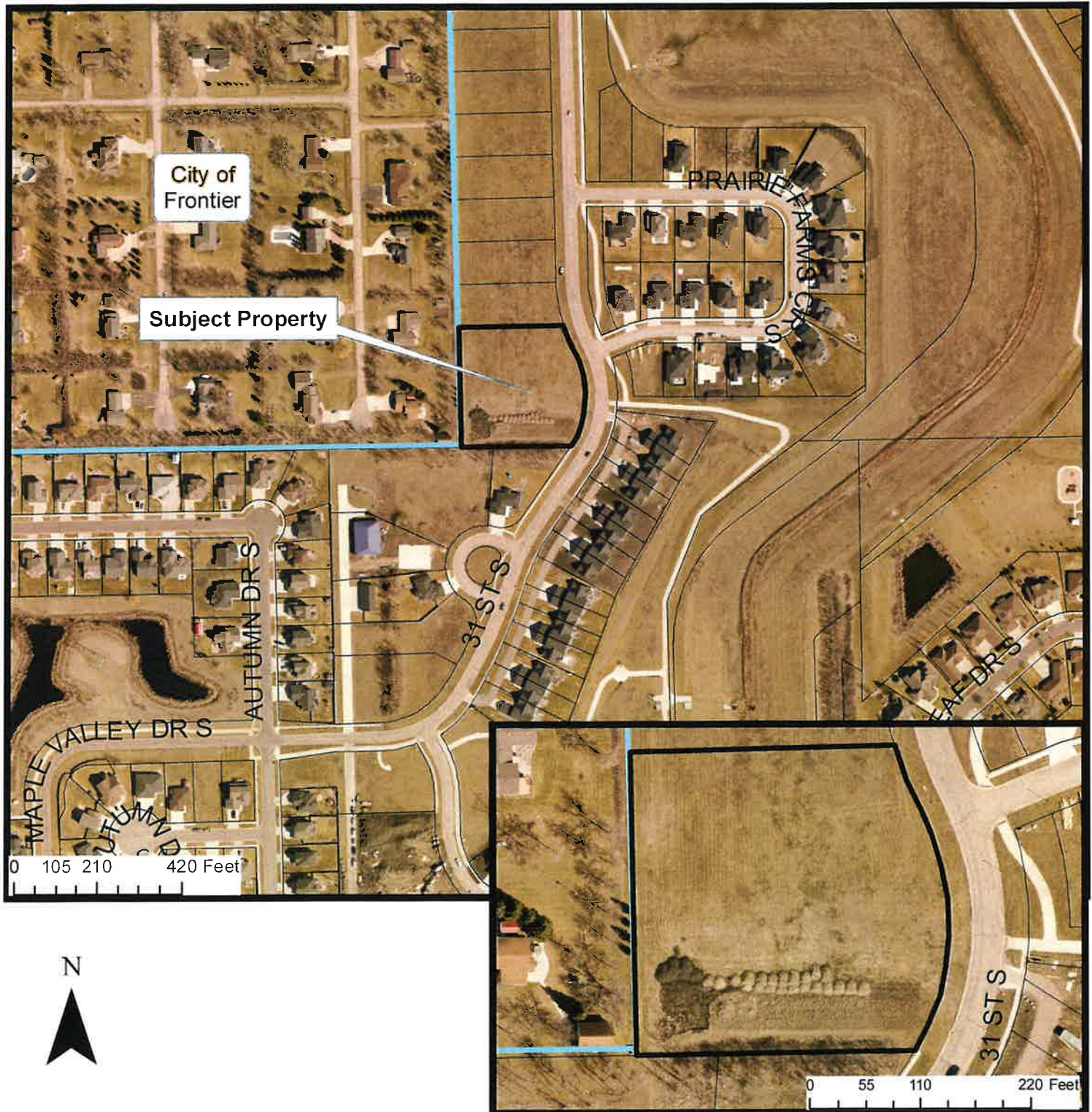
City Limits

Fargo Planning Commission
November 4, 2025

Minor Subdivision

Champions Gate at Prairie Farms Third Addition

5737 31 Street South



Legend

 City Limits

Fargo Planning Commission
November 4, 2025

CHAMPIONS GATE AT PRAIRIE FARMS THIRD ADDITION

A MINOR SUBDIVISION BEING A REPLAT OF LOT 11, BLOCK 1, CHAMPIONS GATE AT PRAIRIE FARMS SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNERS CERTIFICATE AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS That Prairie Grove, Inc., a North Dakota corporation, is the owner and proprietor of the following described tract of land:

Lot 11, Block 1, Champions Gate at Prairie Farms Second Addition to the City of Fargo, Cass County, North Dakota

Said tract contains 2.063 acres, more or less.

And that said party has caused the same to be surveyed and replatted as **CHAMPIONS GATE AT PRAIRIE FARMS THIRD ADDITION** to the City of Fargo, Cass County, North Dakota, and does hereby dedicate to the current and future owners of the lots within the plat the access easement shown on this plat.

OWNERS

Prairie Grove, Inc.
By Timothy J. Mahoney, President
Brett Reardon, Acting Agent

State of North Dakota } ss
County of Cass }

On this 11th day of November, 2025, before me personally appeared _____, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said Corporation.

Notary Public [Signature]
My Comm. Expires 11/11/27

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Curtis A. Sauerbrey, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of _____, and that the same has been duly recorded in the office of the Register of Deeds for the County of _____, State of North Dakota, and that the same has been duly filed in the office of the Clerk of the Board of Commissioners for the County of _____, State of North Dakota, and that the same has been duly placed in the public records.

Dated this 4th day of November, 2025.

Curtis A. Sauerbrey
Curtis A. Sauerbrey, Professional Land Surveyor No. 4723

State of North Dakota } ss
County of Cass }

On this 11th day of November, 2025, before me personally appeared Curtis A. Sauerbrey, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public [Signature]
My Comm. Expires 11/11/27

CITY ENGINEERS APPROVAL:

Approved by the Fargo City Engineer this _____ day of _____, 20____.

Tom Krakumaha, PE, City Engineer
State of North Dakota } ss
County of Cass }

On this _____ day of _____, 20____, before me personally appeared Tom Krakumaha, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as Fargo City Engineer.

Notary Public _____

FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of Fargo Planning Commission this 4th day of November, 2025.

[Signature]
Meredith R. Tusk, Chair
Fargo Planning Commission

State of North Dakota } ss
County of Cass }

On this 4th day of November, 2025, before me personally appeared Meredith R. Tusk, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public [Signature]
My Comm. Expires 11/11/27

FARGO CITY COMMISSION APPROVAL:

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor
State of North Dakota } ss
County of Cass }

On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo, and Steven Sprengle, City Auditor, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public _____

(23)

City of Fargo Staff Report			
Title:	Old Broadway Second Addition	Date:	10/29/2025
		Update:	12/18/2025
Location:	10A, 14, 16, and 22 Broadway North	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 1, Block 1, Old Broadway Addition		
Owner(s)/Applicant:	Global Development, LLC / Houston Engineering	Engineer:	Houston Engineering
Entitlements Requested:	Minor Subdivision (replat of Lot 1, Block 1, Old Broadway Addition)		
Status:	City Commission Consent Agenda: December 22 nd , 2025		

Existing	Proposed
Land Use: Commercial and private alley	Land Use: unchanged
Zoning: DMU, Downtown Mixed-Use	Zoning: unchanged
Uses Allowed: DMU – Downtown Mixed Use. Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.	Uses Allowed: unchanged
Maximum Lot Coverage Allowed: 100%	Maximum Lot Coverage Allowed: unchanged

Proposal:
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, entitled Old Broadway Second Addition, a replat of Old Broadway Addition to the City of Fargo, Cass County, North Dakota. <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: Commercial and surface parking in DMU; • East: Commercial and residential in DMU; • South: Commercial and residential in DMU; • West: Commercial, residential and parking ramp (under construction) in DMU; <p>Area Plans:</p> <p>The Fargo Growth Plan 2024 designates the placetype of the subject property as Downtown / Core. The Downtown InFocus plan identifies the property for mixed-use. The current zoning is DMU, Downtown Mixed-Use, which matches this placetype designation.</p> <p>(continued on next page)</p>

Context:

Neighborhood: Downtown

Schools: The property is located within the Fargo Public School District, specifically Roosevelt elementary, Ben Franklin middle, and Fargo North high schools.

Parks: Within a quarter-mile is Island Park (302 7 Street South), which has amenities of trails, playgrounds, shelters, pool, and basketball and tennis courts.

Pedestrian / Bicycle: Separated bike lane facilities on NP Avenue North exist between University Drive and 8th Street North, are under construction at the 600 block, and will continue east on NP Avenue North with future construction projects.

Transit: The subject property is located within a block of the Ground Transportation Center (GTC) for MatBUS.

Staff Analysis:

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.

Minor Subdivision

On August 4th, 2025, the City Commission approved the Old Broadway Addition, a one lot, one block subdivision, which included the identical area as the Old Broadway Second Addition. Subsequent to the recordation of the Old Broadway Addition on August 13th, 2025, the property owner determined he preferred to have this property divided into two lots, and so applied for the Old Broadway Second Addition to achieve that goal.

The Old Broadway Second Addition divides the one lot of Old Broadway Addition into two lots. The plat encompasses approximately 0.80 acres. Several easements exist within the boundary of the plat, including ingress/egress, access and storm water, and underground utility, and are depicted on several pages of the subdivision plat.

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.**

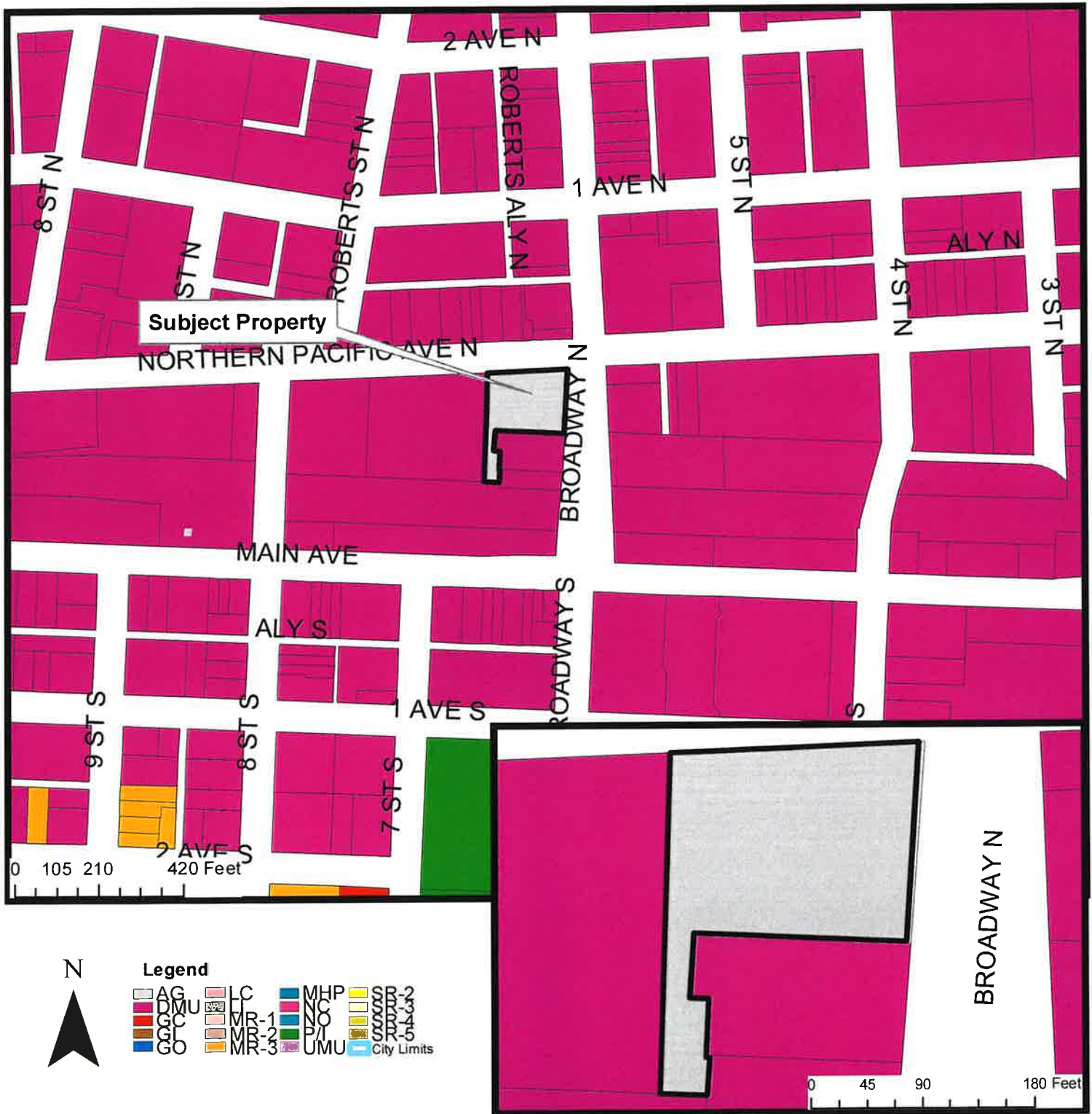
The current zoning is DMU, Downtown Mixed-Use and no zone change is proposed. The zoning is consistent with the Fargo Growth Plan 2024 designation of "Downtown / Core" place type and Downtown InFocus plan for mixed-use for the subject property. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has not received any comments or inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

<p>2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the City's Infrastructure Funding Policy, which may include the use of special assessments. No amenities plan or developer agreement was required. (Criteria Satisfied)</p>
<p>Staff Recommendation:</p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, Old Broadway Second Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the Downtown InFocus plan, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code".</p>
<p>Planning Commission Recommendation: November 4th, 2025</p> <p>At the November 4th, 2025, Planning Commission hearing, that Commission, by a vote of 11-0 with all Commissioners present, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, Old Broadway Second Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the Downtown InFocus plan, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code</p>
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Preliminary Plat

Minor Subdivision

Old Broadway Second Addition

10A, 14, 16, and 22 Broadway North

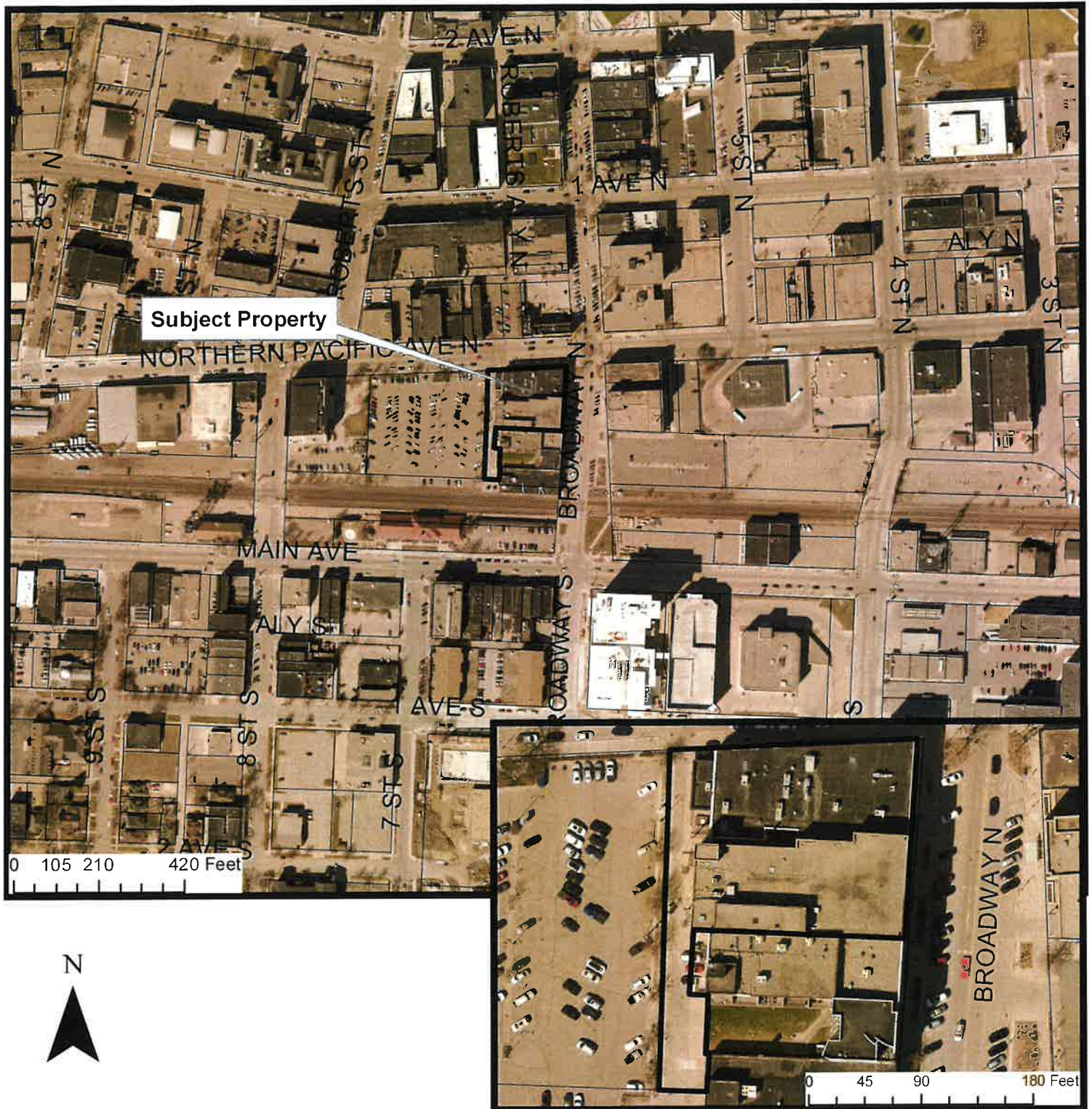


Fargo Planning Commission
November 4, 2025

Minor Subdivision

Old Broadway Second Addition

10A, 14, 16, and 22 Broadway North



OLD BROADWAY SECOND ADDITION A MINOR SUBDIVISION BEING A REPLAT OF LOT 1, BLOCK 1, OLD BROADWAY ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



OLD BROADWAY SECOND ADDITION

**A MINOR SUBDIVISION
BEING A REPLAT OF LOT 1, BLOCK 1, OLD BROADWAY ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA**



ADDITIONAL DETAIL - EXISTING EASEMENTS

OLD BROADWAY SECOND ADDITION A MINOR SUBDIVISION BEING A REPLAT OF LOT 1, BLOCK 1, OLD BROADWAY ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



Project No. 8197-0003

Notary Public Maria Delaney

Notary Public



**PUBLIC
WORKS**

24

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

December 15, 2025

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

RE: Extend Contract for Lawn Maintenance Services with Valley Green and Associates, RFP22037

Commissioners:

On March 9, 2022, a total of five (5) proposals were received for the Request for Proposal for Lawn Maintenance Services (RFP22037). The contracted service will perform mowing and lawn maintenance at various city lots for the 2022 mowing season.

A one-year contract was executed with Valley Green and Associates to perform the lawn maintenance. The conditions of the RFP allowed for extensions of the contract up to five (5) years. The contractor performed well during the initial contract. Public Works staff and the contractor would like to extend the contract one additional year. All terms and conditions of the contract will remain the same.

RECOMMENDATION:

RFP22037: I/we suggest motion to extend the contract for Lawn Maintenance Services with Valley Green and Associates for the 2026 mowing season under the terms and conditions of RFP22037, with the exception of weed control being removed from the services agreement due to budget.

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

SERVICES AGREEMENT

LAWN MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green and Associates (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2026.

II. Scope of Services

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

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

Trimming: Contractor will trim all turf areas on a weekly basis or as directed in association with mowing cycle. All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations. Turf shall be trimmed in a professional manner as not to scalp the grass or leave areas of uncut grass. All amenities (trees, poles, signs, etc.) shall be trimmed around. Special care shall be given in trimming around small trees. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed immediately after trimming.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The

contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services rendered per mowing event as shown in the attached Exhibit B. All final invoices shall be submitted no later than December 1 of the contract year.

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. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

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: 11/19/2025

Valley Green and Associates

Nicole Abrahamson

By: Nicole Abrahamson

Its: Office Manager

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

		EXHIBIT B
Mowing List #2		RFP22037
Location	Lawn Maintenance Unit Price \$	
Harwood Groves		
1 801 Harwood Drive South	\$15.00	
2 707 Harwood Drive South	\$15.00	
3 701 Harwood Drive South	\$15.00	
4 619 Harwood Drive South	\$15.00	
5 601 Harwood Drive South	\$15.00	
6 517 Harwood Drive South	\$15.00	
7 509 Harwood Drive South	\$15.00	
8 502 Harwood Drive South	\$15.00	
9 501 Harwood Drive South	\$15.00	
10 437 Harwood Drive South	\$15.00	
11 520 Hackberry Drive South	\$15.00	
12 602 Hackberry Drive South	\$15.00	
13 610 Hackberry Drive South	\$15.00	
14 618 Hackberry Drive South	\$15.00	
15 626 Hackberry Drive South	\$15.00	
16 702 Hackberry Drive South	\$15.00	
17 720 Hackberry Drive South	\$15.00	
18 726 Hackberry Drive South	\$15.00	
19 802 Hackberry Drive South	\$15.00	
20 1100/1200 Block Harwood Drive (Hiland)/3 Total	\$15.00	
		\$300.00
Burrit-Kennedy Addition		
21 3506 River Drive South	\$15.00	
22 3512 River Drive South	\$15.00	
23 3518 River Drive South	\$15.00	
24 3524 River Drive South	\$15.00	
25 3532 River Drive South	\$15.00	
26 3538 River Drive South	\$15.00	
27 3602 River Drive South	\$15.00	
28 3610 River Drive South	\$15.00	
29 3618 River Drive South	\$15.00	
30 3626 River Drive South	\$15.00	
31 3632 River Drive South	\$15.00	
32 3638 River Drive South	\$15.00	
33 3644 River Drive South	\$15.00	
34 3650 River Drive South	\$15.00	
35 3656 River Drive South	\$15.00	
36 3662 River Drive South	\$15.00	
37 3668 River Drive South	\$15.00	
38 3674 River Drive South	\$15.00	
39 3676 River Drive South	\$15.00	
40 3680 River Drive South	\$15.00	
41 3702 River Drive South	\$15.00	
42 3714 River Drive South	\$15.00	
43 3720 River Drive South	\$15.00	
44 3726 River Drive South	\$15.00	
45 3732 River Drive South	\$15.00	
46 3738 River Drive South	\$15.00	
47 3802 River Drive South	\$15.00	
48 3808 River Drive South	\$15.00	
49 3820 River Drive South	\$15.00	
50 3830 River Drive South	\$15.00	
51 3832 River Drive South	\$15.00	
52 3838 River Drive South	\$15.00	
53 3842 River Drive South	\$15.00	
54 3902 River Drive South	\$15.00	
55 3908 River Drive South	\$15.00	
56 3914 River Drive South	\$15.00	
57 3920 River Drive South	\$15.00	
58 3926 River Drive South	\$15.00	
59 1213 El Cano Drive South	\$15.00	
		\$585.00

University Drive, 32nd Ave - Rose Coulee

60	University Drive S. Center Islands (7 Islands)	\$100.00	
61	University Drive West Frontage Road (3 Islands)	\$55.00	
62	University Drive East Boulevard from 3594 to 40th Avenue	\$40.00	
63	University Drive East Boulevard to East Property Line (3594 to 40th Avenue)	\$80.00	
64	University Drive West Curb to West Property Line (37th Ave to 40th Avenue)	\$100.00	
65	University Drive East Frontage Road to UDS Curb (47th Ave S to 49th Ave S)	\$75.00	
		\$450.00	

Rosewood Park Addition

66	4117 15th Street South	\$15.00	
67	4120 15th Street South	\$15.00	
68	4123 15th Street South	\$15.00	
69	4126 15th Street South	\$15.00	
70	4122 17th Street South	\$15.00	
71	4123 17th Street South	\$15.00	
72	4127 17th Street South	\$15.00	
73	4128 17th Street South	\$15.00	
74	1508 41st Avenue South	\$15.00	
		\$135.00	

Rose Creek 2nd Addition

75	2130 Sterling Rose Lane South	\$15.00	
		\$15.00	

Rose Creek 4th Addition

76	4609 Rose Creek Parkway South	\$21.00	
77	4603 Rose Creek Parkway South	\$21.00	
78	4602 Rose Creek Parkway South	\$21.00	
		\$63.00	

Oak Creek

79	4497 Oakcreek Drive South	\$13.00	
80	4493 Oakcreek Drive South	\$13.00	
81	4489 Oakcreek Drive South	\$13.00	
82	4485 Oakcreek Drive South	\$13.00	
83	4481 Oakcreek Drive South	\$13.00	
84	4477 Oakcreek Drive South	\$13.00	
85	4473 Oakcreek Drive South	\$13.00	
86	4469 Oakcreek Drive South	\$13.00	
87	4465 Oakcreek Drive South	\$13.00	
88	4461 Oakcreek Drive South	\$13.00	
89	4457 Oakcreek Drive South	\$13.00	
90	4453 Oakcreek Drive South	\$13.00	
91	4449 Oakcreek Drive South	\$13.00	
		\$169.00	

Coulee's Crossing

92	4603 25th Street South	\$16.00	
93	4733 Douglas Drive South	\$16.00	
94	4741 Douglas Drive South	\$16.00	
95	4749 Douglas Drive South	\$16.00	
96	4769 Douglas Drive South	\$16.00	
97	2593 Rose Creek Parkway South	\$16.00	
98	2596 Rose Creek Parkway South	\$16.00	
		\$112.00	

Copperfield Court

99	4003 Copperfield Court South	\$23.00	
100	4009 Copperfield Court South	\$23.00	
101	4015 Copperfield Court South	\$23.00	
102	4021 Copperfield Court South	\$23.00	
103	4027 Copperfield Court South	\$23.00	
104	4033 Copperfield Court South	\$23.00	
		\$138.00	

Prairie Rose Addition

105	3173 40th Avenue South	\$15.00	
106	3930 33rd Street South	\$15.00	
107	3932 33rd Street South	\$15.00	
108	3934 33rd Street South	\$15.00	
109	3936 33rd Street South	\$15.00	
110	3938 33rd Street South	\$15.00	
111	3942 33rd Street South	\$15.00	
112	3944 33rd Street South	\$15.00	
113	3201 39th Avenue South	\$15.00	
114	3204 39th Avenue South	\$15.00	
115	3209 39th Avenue South	\$15.00	
116	3210 39th Avenue South	\$15.00	
117	3215 39th Avenue South	\$15.00	
118	3221 39th Avenue South	\$15.00	
119	3227 39th Avenue South	\$15.00	
120	3233 39th Avenue South	\$15.00	
121	3301 39th Avenue South	\$15.00	
122	3305 39th Avenue South	\$15.00	
123	3309 39th Avenue South	\$15.00	
124	3311 39th Avenue South	\$15.00	
125	3315 39th Avenue South	\$15.00	
126	3321 39th Avenue South	\$15.00	
127	3333 39th Avenue South	\$15.00	
128	3339 39th Avenue South	\$15.00	
129	3347 39th Avenue South	\$15.00	
130	3355 39th Avenue South	\$15.00	
131	3361 39th Avenue South	\$15.00	
131	3365 39th Avenue South	\$15.00	
132	3369 39th Avenue South	\$15.00	
133	3373 39th Avenue South	\$15.00	
134	3401 39th Avenue South	\$15.00	
135	3405 39th Avenue South	\$15.00	
136	3409 39th Avenue South	\$15.00	
137	3415 39th Avenue South	\$15.00	
138	3419 39th Avenue South	\$15.00	
139	3423 39th Avenue South	\$15.00	
140	3427 39th Avenue South	\$15.00	
		\$555.00	

University Drive Rose Coulee - 52nd Ave

141	University Drive S. Center Islands (6 islands)	\$35.00	
142	University Drive East Boulevard from 49th Ave - 52nd Ave	\$25.00	
143	52nd Ave Center Islands from Red River - 25th Street (4 Islands)	\$30.00	
144	52nd Ave South Frontage Road/ South Boulevard from University Drive - 18th Street	\$45.00	
145	52nd Ave South Boulevard/Area to Fence from 18th Street - 20th Street	\$25.00	
146	25th Street Center Island between Rose Creek Blvd S - 52nd Avenue (1 Island)	\$25.00	
		\$185.00	

River Vili

147	1136 55th Avenue South	\$15.00	
148	1130 55th Avenue South	\$15.00	
149	1124 55th Avenue South	\$15.00	
150	1118 55th Avenue South	\$15.00	
151	1112 55th Avenue South	\$15.00	
152	1106 55th Avenue South	\$15.00	
153	1100 55th Avenue South	\$15.00	
154	5442 11th Street South	\$15.00	
155	5436 11th Street South	\$15.00	
156	5430 11th Street South	\$15.00	
157	5424 11th Street South	\$15.00	
158	5418 11th Street South	\$15.00	
159	5412 11th Street South	\$15.00	
160	5406 11th Street South	\$15.00	
161	5400 11th Street South	\$15.00	
162	University Drive from 52nd Avenue - 58th Avenue, Island and 2 Boulevards	\$15.00	
		\$240.00	

Chrisan 2nd

163	1213 71st Avenue South	\$30.00	
164	7005 South University Drive	\$30.00	
165	7013 South University Drive	\$30.00	
166	7305 University Drive S.	\$46.35	
		\$136.35	

Maply Valley 2nd

167	6375 31st Street S.	\$65.00	
		\$65.00	

25th Street S., 58th Avenue - 64th Avenue

168	25th Street S. West Frontage Road	\$40.00	
		\$40.00	

40th Avenue S.

169	South Boulevard 42nd Street - 45th Street	\$90.00	
170	43rd Street 2 Islands and West Boulevard	\$30.00	
171	4010 43rd Street S.	\$35.00	
		\$155.00	

Osgood

172	6636 40th Avenue S.	\$40.00	
173	4001 66th Street S.	\$40.00	
174	4002 66th Street S.	\$40.00	
175	6000 40th Avenue S.	\$40.00	
176	4251 Veterans Boulevard S.	\$40.00	
177	4475 Veterans Boulevard S.	\$40.00	
178	5650 44th Avenue S.	\$40.00	
179	5697 44th Avenue S.	\$40.00	
180	4104 55th Street S.	\$40.00	
181	Veterans Blvd, 40th - 48th Ave (3 Islands)	\$40.00	
182	40th Ave. S, Drain 27 - 63rd St. (6 Islands)	\$40.00	
183	40th Ave. S, Drain 27 - 45th St. (3 Islands) - We did this one last year	\$40.00	
184	4581 65th Street South	\$40.00	
185	4551 Veterans Boulevard S.	\$40.00	
		\$560.00	

Veterans Boulevard S.

186	48th Avenue to 52nd Avenue	\$60.00	
187	36th Ave & Veterans	\$25.00	
		\$85.00	

Curbline Mowing Double Fronting Lots**40th Ave S.**

188	Northside 18th St to 22nd St	\$50.00	
189	Northside 25th St to 40th Ave	\$75.00	
190	Northside 33rd St to 36th St	\$60.00	
191	Southside 33rd St to 36th St	\$70.00	
192	Northside 42nd St to East Property of Living Water Lutheran Church	\$107.50	
193	Southside 47th St to East Property of Osgood Place Apartments	\$50.00	
		\$412.50	

25th St S.

194	Westside 40th Ave to Stonebridge Park	\$75.00	
		\$75.00	

42nd St S.

195	Eastside 47th Ave to 49th Ave	\$85.00	
		\$85.00	

64th Ave S.

196	Northside University Dr S to 21st St S	\$169.00	
197	Northside 31st St to 33rd St	\$116.88	
198	Southside 31st St to 33rd St	\$125.50	
		\$411.38	

Medians / Islands**32nd Ave S.**

199	32nd Ave S (Veterans Blvd to 45th St) (6 Medians)	\$130.00	
200	32nd Ave S and 42nd St (2 Medians)	\$60.00	
201	45th St S (32nd Ave to 40th Ave) (3 Medians)	\$105.00	
		\$295.00	

45th St S.

202	45th St S (40th Ave to 52nd Ave) (5 Medians)	\$120.00	
203	52nd Ave S (Shenoyenne River to 45th St) (7 Medians)	\$295.72	
		\$415.72	

52nd Ave S.

204	52nd Ave S (45th St to I-29) (4 Medians)	\$150.00	
205	52nd Ave S (I-20 to 25th St) (4 Medians)	\$145.00	
206	42nd St S and 51st Ave S (1 Median)	\$50.00	

207	38th St S (52nd Ave to 64th Ave) (7 Medians)	\$115.00	
		\$460.00	
	Crofton Coves		
208	19th St S and 65th Ave (1 Island)	\$55.00	
209	Crofton Lane S (1 Island)	\$52.50	
		\$107.50	
Mowing List #2 Total:		\$6,250.45	



**PUBLIC
WORKS**

(25)

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

December 15, 2025

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

RE: Extend Contract for Lawn Maintenance Services with JT Lawn Services, RFP23056

Commissioners:

On March 15, 2023, a total of five (5) proposals were received for the Request for Proposal for Lawn Maintenance Services (RFP23056). The contracted service will perform mowing and lawn maintenance at various city lots for the 2023 mowing season.

A one-year contract was executed with JT Lawn Services to perform lawn maintenance. The conditions of the RFP allowed for extensions of the contract up to (4) years. The contractor performed well during the initial contract. Public Works staff and the contractor would like to extend the contract one additional year. All terms and conditions of the contract will remain the same.

RECOMMENDATION:

RFP23056: I/we suggest motion to extend the contract for Lawn Maintenance Services with JT Lawn Services for the 2026 mowing season under the terms and conditions of RFP23056, with the exception of weed control being removed from the services agreement due to budget.

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

SERVICES AGREEMENT

LAWN MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and JT Lawn Services (Contractor) to provide lawn maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2026.

II. Scope of Services

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

Lawn Maintenance Services: All grass shall be mowed on a weekly basis, or as directed. Grass will be maintained at a height of approximately three and one-half (3 ½) inches. Upon completion a mowed area shall be free of clumped grass, tire tracks or ruts from contractor's mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. These surfaces should be swept/blown clean by the Contractor immediately after each mowing. Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor. If mowing is interrupted by inclement weather, the Contractor shall continue mowing at the same location on the next available mowing day. The Director of Operations has the authority to cancel or schedule mowing cycles on a week-to-week basis. Any cancellations will be based upon need, prevailing weather conditions and available funding.

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Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The

contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services rendered per mowing event as shown in the attached Exhibit A. All final invoices shall be submitted no later than December 1 of the contract year.

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. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

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: 11/25/25

JT Lawn Services



By: Ryan Torgerson

Its: Operations Manager

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

EXHIBIT A

Mowing List #1**RFP23056**

	Location	Lawn Maintenance Unit Price \$	
Riverwood Addition			
1	4785 Riverwood Drive North	\$20.00	
2	4759 Riverwood Drive North	\$20.00	
3	4723 Riverwood Drive North	\$20.00	
4	4683 Riverwood Drive North	\$20.00	
5	4633 Riverwood Drive North	\$24.00	
6	4575 Riverwood Drive North	\$20.00	
7	4525 Riverwood Drive North	\$24.00	
8	4477 Riverwood Drive North	\$24.00	
9	901 41st Avenue North	\$24.00	
10	902 41st Avenue North	\$24.00	
11	906 41st Avenue North	\$24.00	
12	901 42nd Avenue North	\$24.00	
13	902 42nd Avenue North	\$24.00	
14	906 42nd Avenue North	\$24.00	
		\$316.00	
Red River Addition			
15	3953 10th Street N.	\$10.00	
16	3913 10th Street N.	\$10.00	
17	3845 10th Street N.	\$10.00	
18	3753 10th Street N.	\$10.00	
19	3733 10th Street N.	\$10.00	
20	3731 10th Street N.	\$10.00	
21	3729 10th Street N.	\$10.00	
22	3727 10th Street N.	\$10.00	
23	3725 10th Street N.	\$10.00	
24	3715P 10th Street N.	\$10.00	
		\$100.00	
Broadway North 1st Addition			
25	665 Royal Oaks Drive North	\$20.00	
26	683 Royal Oaks Drive North	\$20.00	
27	701 Royal Oaks Drive North	\$20.00	
28	709 Royal Oaks Drive North	\$20.00	
29	739 Royal Oaks Drive North	\$20.00	
30	741 Royal Oaks Drive North	\$20.00	
31	747 Royal Oaks Drive North	\$20.00	
32	749 Royal Oaks Drive North	\$20.00	
33	763 Royal Oaks Drive North	\$20.00	
34	767 Royal Oaks Drive North	\$20.00	
35	771 Royal Oaks Drive North	\$20.00	
36	775 Royal Oaks Drive North	\$20.00	
		\$240.00	
40th Avenue N.			
37	10th Street N.	\$60.00	
38	University Drive	\$60.00	
		\$120.00	
Edgewood Estates			
39	3467 Grandwood Drive N.	\$55.00	
		\$55.00	
Golf Course 5th			
40	32nd Avenue NE/Eagle Street	\$36.00	
		\$36.00	

Edgewood 1st Addition

41	2921 2nd Street North	\$25.00	
42	2922 2nd Street North	\$25.00	
43	2925 2nd Street North	\$25.00	
44	2926 2nd Street North	\$25.00	
		\$100.00	

Woodcrest Addition

45	160 North Woodcrest Drive N.	\$20.00	
46	166 North Woodcrest Drive N.	\$20.00	
47	173 South Woodcrest Drive N.	\$20.00	
48	179 South Woodcrest Drive N.	\$20.00	
49	192 North Woodcrest Drive North	\$20.00	
50	198 North Woodcrest Drive North	\$20.00	
51	204 North Woodcrest Drive North	\$20.00	
		\$140.00	

Ridgewood Addition

52	101 Woodland Drive North	\$11.00	
53	97 Woodland Drive North	\$11.00	
54	93 Woodland Drive North	\$11.00	
55	89 Woodland Drive North	\$11.00	
56	85 Woodland Drive North	\$11.00	
57	81 Woodland Drive North	\$11.00	
58	75 Woodland Drive North	\$11.00	
59	69 Woodland Drive North	\$11.00	
60	63 Woodland Drive North	\$11.00	
61	55 Woodland Drive North	\$11.00	
62	51 Woodland Drive North	\$11.00	
63	45 Woodland Drive North	\$11.00	
64	41 Woodland Drive North	\$11.00	
65	37 Woodland Drive North	\$11.00	
66	31 Woodland Drive North	\$11.00	
67	25 Woodland Drive North	\$11.00	
68	19 Woodland Drive North	\$11.00	
69	15 Woodland Drive North	\$11.00	
70	7 Woodland Drive North	\$11.00	
71	1625 Elm Street	\$11.00	
72	1619 Elm Street	\$11.00	
73	1613 Elm Street	\$11.00	
74	1607 Elm Street	\$11.00	
75	1601 Elm Street (Boulevard Only)	\$11.00	
76	1519 Elm Street (Boulevard Only)	\$11.00	
77	1501 Elm Street (Boulevard Only)	\$11.00	
		\$286.00	

Bernard Holes 2nd

78	1330 Elm Street	\$20.00	
79	1326 Elm Street	\$20.00	
80	1322 Elm Street	\$20.00	
81	1318 Elm Street	\$20.00	
82	1314 Elm Street	\$20.00	
83	1313 Elm Street	\$20.00	
84	1341 Oak Street	\$20.00	
85	1333 Oak Street	\$20.00	
		\$160.00	

Bernard Holes 2nd

86	1367 Elm Circle	\$0.00	
		\$0.00	

Oak Grove Addition

87	723 North River Road	\$6.00	
88	724 North River Road	\$6.00	
89	12 North Terrace	\$6.00	
90	16 North Terrace	\$6.00	
91	18 North Terrace	\$6.00	
92	24 North Terrace	\$6.00	
93	26 North Terrace	\$6.00	
94	40 North Terrace	\$6.00	
95	42 North Terrace	\$6.00	
96	44 North Terrace	\$6.00	
97	46 North Terrace	\$6.00	
98	60 North Terrace	\$6.00	
99	62 North Terrace	\$6.00	
100	64 North Terrace	\$6.00	
101	66 North Terrace	\$6.00	
102	68 North Terrace	\$6.00	
103	70 North Terrace	\$6.00	
104	139 South Terrace	\$6.00	
105	135 South Terrace	\$6.00	
106	129 South Terrace	\$6.00	
107	125 South Terrace	\$6.00	
108	99 South Terrace	\$6.00	
109	95 South Terrace	\$6.00	
110	93 South Terrace	\$6.00	
111	87 South Terrace	\$6.00	
112	83 South Terrace	\$6.00	
113	79 South Terrace	\$6.00	
114	75 South Terrace	\$6.00	
115	65 South Terrace	\$6.00	
116	63 South Terrace	\$6.00	
117	53 South Terrace	\$6.00	
118	49 South Terrace	\$6.00	
119	45 South Terrace	\$6.00	
120	41 South Terrace	\$6.00	
121	37 South Terrace	\$6.00	
122	33 South Terrace	\$6.00	
123	31 South Terrace	\$6.00	
124	27 South Terrace	\$6.00	
125	23 South Terrace	\$6.00	
126	17 South Terrace	\$6.00	
127	9 Lower Terrace	\$6.00	
128	6th Avenue N. & Elm Street (Island)	\$6.00	
		\$252.00	

Goldberg 2nd

129	40th Street N./15th Avenue (Islands)	\$40.00	
		\$40.00	

Sheyenne Industrial

130	4630 15th Avenue N.	\$40.00	
		\$40.00	

MNPF Addition

131	1600 7th Avenue N. (North)	\$10.00	
132	1600 7th Avenue N. (South)	\$10.00	
133	2109 3rd Avenue N.	\$10.00	
134	20th Street N./19th Street N.	\$10.00	
		\$40.00	

Arnesons Addition

135	319 18th Street S.	\$20.00	
136	321 18th Street S.	\$20.00	
		\$40.00	

Woodruffs Addition

137	321 10th Avenue South	\$6.00	
138	1114 4th Street South	\$6.00	
139	1118 4th Street South	\$6.00	
140	1124 4th Street South	\$6.00	
		\$24.00	

Westfield 1st

141	4680 10th Avenue S. /1004 47th Street S.	\$128.00	
		\$128.00	
	Scheel's All Sport		
142	4755 16th Avenue S.	\$113.00	
		\$113.00	
	Dakota Land 2nd		
143	1837 35th Street S.	\$75.00	
		\$75.00	
	Dakota West 2nd Addition		
144	1703 52nd Street South	\$80.00	
145	1705 52nd Street South	\$80.00	
		\$160.00	
	West 29th 1st		
146	4120 30th Avenue S.	\$90.00	
147	2948 41st St S.	\$90.00	
		\$180.00	
	Belmont Park Addition		
148	1330 South River Road	\$16.00	
149	1334 South River Road	\$16.00	
150	1342 South River Road	\$16.00	
151	1348 South River Road	\$16.00	
152	1408 South River Road	\$16.00	
153	1414 South River Road	\$16.00	
153	1422 South River Road	\$16.00	
154	1430 South River Road	\$16.00	
155	1436 South River Road	\$16.00	
156	1442 South River Road	\$16.00	
157	1450 South River Road	\$16.00	
158	1454 South River Road	\$16.00	
159	1462 South River Road	\$16.00	
160	1510 South River Road	\$16.00	
161	1518 South River Road	\$16.00	
162	1522 South River Road	\$16.00	
163	1525 South River Road	\$16.00	
164	1527 South River Road	\$16.00	
165	1528 South River Road	\$16.00	
166	1529 South River Road	\$16.00	
167	201 Lindenwood Drive South	\$16.00	
168	202 Lindenwood Drive South	\$16.00	
169	233 Lindenwood Drive South	\$16.00	
170	245 Lindenwood Drive South	\$16.00	
171	305 Lindenwood Drive South	\$16.00	
		\$400.00	

Bohnsacks

172	1900 Blk 25th Street S. (Median)	\$80.00	
173	20 1/2 Avenue S.	\$80.00	
174	20th Avenue S.	\$80.00	
175	21st Avenue S.	\$80.00	
		\$320.00	

Southwood Addition

176	814 Southwood Drive	\$16.00	
177	810 Southwood Drive	\$16.00	
178	806 Southwood Drive	\$16.00	
179	718 Southwood Drive	\$16.00	
180	714 Southwood Drive	\$16.00	
181	710 Southwood Drive	\$16.00	
182	706 Southwood Drive	\$16.00	
183	618 Southwood Drive	\$16.00	
184	614 Southwood Drive	\$16.00	
185	610 Southwood Drive	\$16.00	
186	606 Southwood Drive	\$16.00	
187	602 Southwood Drive	\$16.00	
188	517 Southwood Drive	\$16.00	
189	510 Southwood Drive	\$16.00	
190	Southwood Drive Islands (5 Total)	\$16.00	
191	1100 Block 28th Avenue S. (Island)	\$16.00	
		\$256.00	

University Drive

192	University Drive 21st Ave - 24th Ave	\$80.00	
193	I-94 Tunnel North/South	\$80.00	
194	32nd Avenue and University	\$80.00	
		\$240.00	

19th Ave N. Medians

195	19th Ave N. and Dakota Drive (Ditch)	\$45.00	
196	19th Ave N. and 45th St (2 Medians)	\$65.00	
197	12th Ave N. (25th St to 30th St)	\$150.00	
		\$260.00	

Main Ave N. Medians

198	3rd Ave N. and 43rd 1/2 St N.	\$300.00	
199	45th St S. (2nd Ave to 9th Ave) (2 Medians)	\$45.00	
200	Mains Ave (45th St to I-29) (4 Medians, 2 Frontage Rds)	\$100.00	
201	Mains Ave (I-29 to 27th St) (5 Medians, 4 Frontage Rd)	\$280.00	
		\$725.00	

13th Ave S. Medians

202	13th Ave S. (17th St E to 38th St) (6 Medians)	\$125.00	
		\$125.00	

Hilleboe Medians

203	18th St S. (12th Ave S and 7th Ave S) (2 Islands)	\$45.00	
204	11th St S. (14 1/2 Ave and 15 1/2 Ave) (2 Islands)	\$45.00	
		\$90.00	

Mowing List #1 Total: **\$5,061.00**

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December 22, 2025

Board of City Commissioners

City Hall - 225 4th St N

Fargo, ND 58102

Dear Commissioners:

The State of North Dakota has made \$12.8M available in grant funding for public transportation (transit). The grant opportunity is for capital discretionary 5339 CDFA No. 20.526 (for bus and bus facilities by the Federal Transit Administration (FTA) and administered by the NDDOT). The Transit Department budgeted the local share (\$350,000) for these projects in the Transit capital budget for 2026:

City of Fargo Transit Department 2026 Capital State Grant Requests:

Project	Federal Dollars Requested	Local Match Needed	Total Cost
Bus Surveillance System Replacement	\$800,000	\$200,000	\$1,000,000
Bus Shelter Replacement	\$200,000	\$50,000	\$250,000
Total	\$1,000,000	\$250,000	\$1,250,000

These grants would have a profound impact on our community's transit system and the transportation options we offer our residents.

Video Surveillance System Replacement

The replacement of the on-board video surveillance system is critical to maintaining a safe and secure transit environment. The existing system relies on outdated hardware that is no longer compatible with modern, cloud-based software platforms, limiting functionality and long-term support. Replacing this system will allow MATBUS to improve real-time access to video footage, enhance incident investigation and response, reduce system downtime, and better protect passengers, operators, and City assets. A modern surveillance system also supports compliance with current FTA security expectations and positions the system for future technology integration.

Bus Shelter Replacement Program

Replacing aging bus shelters is essential to preserving accessibility, safety, and rider comfort throughout the system. Many existing shelters have exceeded their useful life and are in poor condition, resulting in reduced weather protection, lighting, and overall functionality. New shelters will be ADA-compliant and provide improved protection from the elements, better visibility, and a more welcoming environment for riders. Investing in shelter infrastructure directly improves the customer experience and supports ridership retention and growth.

While the scope of these projects has been adjusted slightly from what was originally identified in the approved capital budget, the proposed changes result in an overall local match that is less than was previously approved. These adjustments allow the Transit Department to remain fiscally responsible while still addressing critical system needs and maximizing the benefit of available federal funding.

Collectively, these investments strengthen system reliability, expand accessibility, and improve the safety and comfort of the transit experience for all riders.

The Transit Development Plan identified the need to upgrade and rehabilitate equipment, and the Federal Transit Administration requires transit agencies to maintain and follow a Transit Asset Management Plan outlining equipment maintenance and lifecycle requirements.

The requested motion is to approve applying for grant funding for the items listed and, upon successful receipt of funds, approve the grant execution.

Sincerely,

A handwritten signature in blue ink that reads "Jordan Smith". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Jordan Smith

City of Fargo Assistant Transit Director – Fleet and Facilities

701-476-6737

jmsmith@fargond.gov

NORTH Dakota | Transportation

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FY2027 - Section 5339 Bus & Bus Facilities Program July 1, 2026 – June 30, 2027

Agency Name	City of Fargo	
Agency Contact	Julie Bommelman	
Unique Entity ID #	K2QJQZVH5PM6	Sam.gov expiration date: 11/2026

Section 5339 – The Federal Transit Administration (FTA) Section 5339 (Bus & Bus Facilities Program) is a capital-only program and funds are limited to capital projects to replace, rehabilitate, and purchase buses and bus-related equipment, and to construct or rehab bus-related facilities.

The entire Section 5339 – Bus and Bus Facilities Grants is further explained in [FTA Circular 9300.1B](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_C_9300_1_Bpub.pdf), located on the FTA website at https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_C_9300_1_Bpub.pdf.

Please Note:

- Capital project requests for ADA vehicles will require a minimum of **15% Local Match**. All other capital project requests will require a minimum of **20% Local Match**.
- **Farebox revenue cannot be used as Local Match.**
- Assets purchased with Federal Funds of \$5,000 or more must track maintenance performed through a state-approved Maintenance Program such as BlackCat.
- Assets must be recorded in BlackCat Inventory.
- As with most Federal Assistance Programs, 5339 is designed as a reimbursement program. Your agency should be prepared to pay your expenses upon delivery/acceptance and then request reimbursement from NDDOT.
- If requesting a replacement vehicle, the vehicle listed must have met FTA/NDDOT Useful Life. However, regardless of useful life having been met, federal interest remains until the value of the vehicle or equipment falls below \$5,000.
- If you receive \$1,000,000 from any federal source, you are required to have a Single Audit per 2 CFR 200 Subpart F.

- Prior to contracting, your agency must have completed FY 2026 FTA Certifications and Assurances uploaded in BlackCat.
- Prior to contracting, your agency must be Active in the System of Award Management (SAM.gov).
- All applications are due **December 31, 2025 12:00pm CDT**. Late and/or incomplete applications may be subject to a penalty percentage reduction of requested amount or may be eliminated from funding consideration.
- The NDDOT Transit Staff are available to provide guidance and answer any questions on the application process. E-mail: bhanson@nd.gov, sming@nd.gov, jamsayler@nd.gov or ryasonetti@nd.gov.

GENERAL INFORMATION

1. Provide a detailed description of the transportation services your agency currently provides and any plans for increasing services, expanding service area and increasing ridership. (include days and hours of service, fare structure, total active and spare vehicles in service, type of service being provided, transportation provided to what counties and communities in your service area, etc.).

The City of Fargo provides fixed route transportation services within Fargo and West Fargo, ND (Cass County), and provides complimentary paratransit services within the entire metro area (the City of Moorhead contracts with the City of Fargo for paratransit services). The ridership on fixed route and paratransit have been on a steady, upward trend for ridership post-COVID. The City of Fargo is the designated 5307 direct recipient of FTA grants in the area. There is a successful U-Pass and circulator program with North Dakota State University, coordination with several transportation providers in the area, and on-going efforts to evolve the agency and meet changing demands, including two micro-transit/on-demand services.

Services include fixed route and paratransit – hours of operation are 6:15 am to 10:15 pm M-F and 7:15 am to 10:15 pm Saturday – there is no fixed route service on Sunday, however, paratransit operates 2 vehicles 7:00 am to 5:00 pm. One micro-transit/on-demand service operates in a zone around the NDSU campus only in the evening M-F (6:45 pm – 10:15 pm).

Fares on fixed route are \$2.00 for adults, \$1.00 for seniors, people with disabilities, and youth; fares on paratransit are \$4.00.

We currently have 31 fixed route vehicles and 15 paratransit vehicles for services – peak VOMS are 24 on fixed route and 13 on paratransit; the spare ratio is tight. We serve Cass County and, through our agreement with the City of Moorhead to provide paratransit, we also serve Clay County. With the growth of the Cities, the demand for transit has grown – the last Transit Development Plan identified a need for increased service hours, Sunday fixed route service, realignment of existing routes, and service to various expansion areas. We are currently in the process of analyzing the transit system through the Transit Development Plan study, results and adoption of the new plan will be late spring/early summer 2025. Please note the four replacement vehicles currently do not meet the useful life standards, however by the time we order the buses they will have met useful life parameters.

The plan to increase ridership is a multi-faceted marketing approach to include social media, print, radio and community outreach and events, and growing an employer sponsored bus pass program.

2. Provide a detailed explanation of each project and how and why this request is important to your agency and how it will improve or provide for future service to citizens in the communities/counties you provide service.

1. The current onboard bus surveillance system relies on legacy hardware that is no longer compatible with the vendor's new cloud-based video management platform. As a result, the existing recorders, cameras, and wireless download equipment cannot support required software updates, remote access capabilities, or long-term system reliability. This incompatibility limits the agency's ability to retrieve video efficiently, maintain system health, and meet modern safety and security standards.

This project will replace outdated surveillance hardware with new, fully compatible components, including digital video recorders (DVRs), high-definition cameras, wireless communication modules, and associated accessories. The upgraded system will integrate seamlessly with the vendor's cloud-based software, allowing for improved video quality, expanded storage, automated health monitoring, faster retrieval, and secure remote access for authorized staff.

Upgrading the surveillance system will enhance passenger and operator safety, support incident investigation, improve compliance with safety management requirements, and reduce maintenance costs associated with obsolete equipment. The project ensures that the agency maintains a reliable, modern, and supportable surveillance platform across the bus fleet for years to come.

2. This project will replace aging bus shelters that have deteriorated due to years of exposure to weather and heavy use. Many existing shelters are in poor condition, with structural wear, outdated designs, and limited accessibility features. These issues reduce passenger comfort, compromise the appearance of the transit system, and increase maintenance needs.

The project includes removing outdated shelters and installing new, modern, and ADA-compliant units at selected stops. Improvements will include new shelter structures, benches, lighting, durable materials, and upgraded boarding pads. Where feasible, shelters will also incorporate schedule information and options for future amenities such as real-time arrival displays or solar lighting.

Shelter replacement locations are prioritized based on ridership, condition assessments, safety needs, and community input. By replacing worn-out shelters with updated designs, the project enhances passenger comfort, improves accessibility, reduces long-term maintenance costs, and strengthens the overall quality and reliability of the transit system. These improvements support a more welcoming customer experience and encourage greater use of public transportation.

3. What percentage of change in ridership has your agency experienced since the last application? Provide a brief explanation of the reason for the change in ridership.

☒ Increase

☐ Decrease

Description of change: From December 2024 to December 2025, MATBUS experienced a modest increase in overall ridership of 0.19%.

What a 0.19% increase means in context:

- The change indicates stability in ridership, with a slight upward shift rather than a significant jump or decline.
- A 0.19% increase suggests the system maintained its user base and gained a few additional riders relative to December 2024.
- Although modest, this positive change reflects consistent demand for local transit services, influenced by factors such as service improvements, community needs, or local travel patterns.

4. Explain where in your current 3-5 Year Plan this project(s) is specifically stated (list section and page number(s)). Your current plan **must** be uploaded into the application documents.

These projects were identified in the City of Fargo 5 year capital plan. Projects will be added to the State Transportation Improvement Plan once federal funds are identified as directed by FM MetroCog.

Local Match & Total Funding Request

In the table below, list requested projects by priority and specify in detail the sources and dollar amounts of Local Match funding (State Aid, Mill Levy, Other Directly Generated Funds, etc.) that are available to be used towards each vehicle project.

Local match listed here cannot be already targeted as match for a FY2027 5310 or 5311 applications.

Farebox revenue cannot be used as Local Match.

Documentation of sources of Local Match (including State Aid) MUST be attached, or it will not be considered. Documentation must include a financial obligation amount. This amount may be an estimation or record of the previous amount provided to the transit agency and requires a signature of the organization providing the local share. Without a financial amount and required signature, such local amounts won't be considered as supporting match. Federal funds will only be awarded if sufficient match is provided.

This project ranking should match your prioritization in BlackCat (add additional lines as needed).

Ranking	Project	Federal Dollars Requested	Local Match Needed	Sources of Local Match
1	Bus Video Surveillance	\$800,000	\$200,000	Local Tax Levy – Approved 2026 Capital Budget Expense
2	Bus Shelter Replacement	\$200,000	\$50,000	Local Tax Levy – Approved 2026 Capital Budget Expense
3				
4				
5				

Section 5339 Application Checklist and Signature Page

Applicants must submit the following (check when complete):

X	Completed 5339 Application;
X	Upload document(s) showing sources and amounts of local match funds – Signed letters from source(s) of local match showing sources and amounts, FY2026 State Aid Contract or award letter, mill levy, city funds, etc.;
X	Update vehicle/facility/equipment information, mileage, condition, maintenance, etc. in BlackCat Inventory;
X	Certify and upload a current Authorizing Resolution form (only complete if there has been a change to your agencies signing authority or board president since the last application);
X	Upload your annual registration from the System for Award Management (SAM.gov) to the application forms;
NA	Complete and include the FTA Categorical Exclusion Worksheet (if applicable);
X	Update Transit Board Members information in BlackCat;
NA	Complete and include the NDDOT ITS Architecture Checklist Systems Engineering Compliance (SFN 60212), (if applicable);
X	Upload your 3-5 Year Plan in the application forms;
X	The following documents MUST be current and uploaded into BlackCat Resources: Title VI Plan, Drug & Alcohol Plan, Maintenance Plan, Cost Allocation Plan (if applicable), Cognizant Agency Letter (if applicable), Procurement Plan, and TAM Plan.
X	Upload current proof of insurance in the form of Confirmation of Coverage OR Certificate of Insurance for automobiles and commercial general liability, if required. This is required for all Non-Profit and For-Profit agencies. Commercial general liability and automobile liability insurance minimum limits or liability required are \$500,000 per person and \$2,000,000 per occurrence.

I hereby certify that as a person authorized to sign as:

City of Fargo_____

Transit Agency Name

That I have reviewed the application submitted and to the best of my knowledge all statements and representations made are true and correct. I also hereby certify:

1. Adequate funds will be available to provide the required local match and to operate the project; and
2. Sufficient managerial and fiscal resources exist to implement and manage the grant as outlined in this application; and
3. The project items purchased under this grant shall be maintained in accordance with the detailed maintenance schedules as stipulated by the manufacturer; and
4. The transit agency agrees to meet the applicable federal and state requirements.



Signature of Authorized Representative

12.15.25

Date