

FARGO CITY COMMISSION AGENDA
Tuesday, February 17, 2026 - 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, February 2, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Letter of Support for TYKE Properties to the ND Opportunity Fund Consortium.
- 2. Letter of Support for Bauer Gehrtz Investments to the ND Opportunity Fund Consortium.
- 3. Application for Abatement or Refund of Taxes #4636 and #4637 for the property located at 411 12th Street North requesting a reduction in value for 2024 from \$202,500.00 to \$165,000.00 and a reduction in value for 2025 from \$226,500.00 to \$165,000.00; staff is recommending a reduction in value to \$165,00.00 for 2024 and 2025.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in RLN Business Park Third Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 2/2/26.
- 5. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 21-0601.1 A of Article 21-06 of Chapter 21 of the Fargo Municipal Code Relating to Flood Plain Management; 1st reading, 2/2/26.
- 6. Gaming Site Authorizations.
- 7. Applications for Games of Chance.
- 8. Contract Amendment No. 2 in the amount of \$8,500.00 for Project No. NR-23-A0.
- 9. Contract Amendment No. 3 in the amount of \$26,000.00 for Project No. NR-24-B0.
- 10. Bid award to Reede Construction Inc. in the amount of \$12,890,310.70 for Project No. BR-26-H1.
- 11. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Forum Communications Company (Project No. QN-23-B).
- 12. Contract and bond for Project No. FM-15-J3.
- 13. Payment to Cass County Electric Cooperative in the amount of \$19,277.00 for Improvement District No. BN-24-B1.

14. Payment to Cass County Electric Cooperative in the amount of \$6,350.12 for Improvement District No. BN-25-E1.
15. Change Order No. 3 in the amount of \$76,149.00 for Improvement District No. BN-25-E1.
16. Negative Final Balancing Change Order No. 2 in the amount of -\$199,289.10 for Improvement District No. UR-24-F1.
17. Create Improvement District No. AN-26-A and adopt Resolution of Necessity (Alley Paving).
18. Create Improvement District No. BR-26-I and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
19. Create Improvement District No. PR-26-G and adopt Resolution of Necessity (Asphalt Mill and Overlay).
20. Create Improvement District No. TN-26-A and adopt Resolution of Necessity (Traffic Signal Improvements).
21. Leave of absence extension for David Iverson.
22. Leave of Absence extension for Donovan Lange.
23. Pledged securities as of 12/31/25.
24. Items from the FAHR Meeting:
 - a. Receive and file General Fund - Budget to Actual through Preliminary 12/31/25.
 - b. Receive and file General Fund - 2025 Year End Projects as of 12/31/25.
 - c. Receive and file General Fund - Budget to Actual through 1/31/26.
 - d. Bid award for 2026 contracted forestry services to All-Terrain Grounds Maintenance, Carr's Tree Service and JT Lawn Services and related agreements as presented (RFPs 22002, 24223, 24291 and 24140).
 - e. Piggyback purchase through the ND State Contract STAGEnet 110 with FORTE in the amount of \$103,937.42 for the sound system amp replacement.
 - f. Budget adjustment in the amount of \$25,000.00 for the Fire department's annual contribution to Valley Water Rescue program.
 - g. Acceptance of a \$10,000.00 donation from the Fargo Police Foundation to support travel to the National Police Week and related budget adjustment.
 - h. Acceptance of a \$8,500.00 donation from the Fargo Police Foundation to support attendance at the Officer Safety and Wellness Conference and related budget adjustment.
 - i. Acceptance of a \$33,500.00 donation from the Fargo Police Foundation for the purchase of two Trikkes and related budget adjustment.
 - j. Acceptance of a \$34,675.00 donation from the Fargo Police Foundation for the acquisition and training of a replacement K9 and related budget adjustment.
 - k. Police Department compensation rates and proposed bill rates, as presented, for special events and special detail.
25. Notice of Grant Award from the ND Department of Emergency Services for the FY 2025 Emergency Management Performance Grant (CFDA #97.042 EMPG).
26. Agreement with NEOGOV for Vetted software subscription.

27. Resolution approving Plat of Barry's Addition.
28. Lease with Option to Purchase Agreement with CapFirst Equipment Finance, Inc. in the amount of \$105,000.00 for six-years for a Mobile Command Center Vehicle (PBC25036).
29. Leave of Absence extension for Dan Hulbert.
30. Bid award to RDO Equipment in the amount of \$556,000.00 for one crawler dozer with waste handler package (RFP26057).
31. Bid awards to MacQueen in the amount of \$283,142.00 and to Sanitation Products in the amount of \$307,746.00 for two ASL refuse trucks (RFP26058).
32. Bid award to Butler Machinery in the amount of \$291,636.62 for the purchase of one motor grader with wing (RFP26066).
33. Bid award to Core and Main for the purchase of Water Main Materials, Miscellaneous Water Distribution Materials, Fire Hydrants/Parts and Miscellaneous Street Materials (RFP26074).
34. Task Order No. 26-01 with Stantec Consulting Services Inc. in an amount not to exceed \$179,950.00 for 2026 General Engineering Services.
35. Task Order No. 24 with Apex Engineering Group in the amount of \$68,400.00 for the development of local limits as required by the USEPA Pretreatment Regulations and the NPDDES Permit.
36. Bills.

REGULAR AGENDA:

37. Application for Abatement or Refund of Taxes #4638 for the property located at 905 1st Street North requesting a reduction in value for 2025.
38. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Robert and Brenda Young (5 years).
 - b. Michelle Martinez (5 years).
 - c. Douglas and Julie Durgin (5 years).
 - d. Steven and Lynnelle Bossart (5 years).
 - e. Phil and Jodi Schott (5 years).
 - f. Dalton Hanson (5 years).
 - g. Theodore and Sandra Sott (5 years).
 - h. Cass-Clay Community Land Trust (5 years).
39. Bid award for the Downtown Fargo Parking Operator (RFP26022).
40. Appeal of a Historic Preservation Commission decision for a Certificate of Appropriateness and Variance of Special Development Standards at 1123 6th Street South.
41. Report and recommendations for the Arts and Culture Commission.
42. Immigration-Related Enforcement and Use of Force Overview.
43. Liaison Commissioner Assignment Updates.

44. **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

(1)

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: February 2, 2026

SUBJECT: Letter of Support for TYKE Properties

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.

TYKE Properties LLC is a real estate holding company that owns the commercial building located at 2600 3rd Avenue North in Fargo. The entity is owned by four individuals that own and operate businesses in the Fargo area. Two of the owners will be moving their businesses into the 2600 3rd Avenue North building, which will require significant fit-up and remodeling. The building will be 67% owner-occupied by related entities upon completion of the renovation project. The related entities that will occupy the space currently employ 29 FTEs and the renovation project will allow the businesses to maintain and/or create jobs in Fargo.

Recommended Motion

Provide a letter of support to the NDOF for the TYKE Properties building renovation project to provide match of the Bank of ND interest buy down program.



City Administration
225 4th Street North
Fargo, ND 58102

(2)

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: February 2, 2026

SUBJECT: Letter of Support for Bauer Gehrtz Investments

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.

Bauer Gehrtz Investments is planning to acquire an office building in Fargo for their investment firm. The location will be 3981 51st Street South, Unit 17 in Fargo. Bauer Gehrtz has two full time employees and a part time employee. They plan to add 2 office employees and another advisor in the future.

Bauer Gehrtz Investments is requesting a letter from the City of Fargo to support their application to the NDOF to finance of the acquisition of an office building.

Recommended Motion

Provide a letter of support to the NDOF for the Bauer Gehrtz building acquisition to provide a match of the Bank of ND interest buy down program.



(3)

ASSESSOR'S OFFICE

Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1340 | Fax: 701.241.1339
www.FargoND.gov

February 11, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application(s) for Abatement or Refund of Taxes #4636 & #4637. The applications are for a residence located at 411 12th St N. The application(s) requests the following:

- A reduction of the 2024 assessment from \$202,500 to \$165,000
- A reduction of the 2025 assessment from \$226,500 to \$165,000

The applicant has waived the city hearing.

We have provided information regarding the valuation of this property and the reasons for a value adjustment. With the information provided by the owner and our staff appraiser's review, and based on the current conditions and issues of the property, we feel a reduction is warranted.

SUGGESTED MOTION:

Approve a reduction of the property value at 411 12th St N in the following manner:

#4636 – reduce the 2024 certified value to \$165,000

#4637 – reduce the 2025 certified value to \$165,000

Sincerely,

Michael Splonskowski

Michael Splonskowski
Fargo City Assessor

Appeal of Property Tax Assessment
City of Fargo Staff Report

General Appeal Information

Tax Year: 2024 & 2025
Filed Via: Abatement #4636 & #4637
Parcel Number: 01-2382-03560-000
Address: 411 12th St N
Owner Name: Brian and Robin Meyer
Appellant: Brian Meyer
Requested Value: \$165,000 for both years

Subject Property



Property Type:	Single Family
Story Height:	1 ½ Story
Year Built:	1912
Size (SF):	1,643 sf
Transaction History:	<i>No Recent Sales</i>
True and Full Value 2024:	\$ 226,500 (\$ 138 / sf)
True and Full Value 2025:	\$ 202,200 (\$ 123 / sf)

Appeal Summary

The values for 2024 and 2025 have been appealed. The appeal is because the property has been listed for several months and the offers been significantly lower than the valuation.

City of Fargo Staff Analysis

The property was inspected for the abatement. The house has significant areas of deferred maintenance and structural issues, putting it on the lower end of average condition.

Assessment Fairness

To test for assessment fairness, we compare the true and full value to that of similar properties in fair condition and average condition. We identified 23 similar properties. Comparably assessed properties ranged from \$73/SF to \$132/SF, with a median of \$112/SF. This list is available from our work file upon request.

Valuation Accuracy

We tested the accuracy of the true and full value by studying comparable sale prices. The following sales are comparable to the subject. The comparable sales range from \$95/SF to \$132/SF, with the median sales price at \$100/SF. The subject was valued higher than the median sale price.

Address	Story Height	Year Built	Baths	Garage Stalls	Size (SF)	Sale Date	Sale Price (w/ SPUN)	Price / SF
418 12 ST N	2 Sty	1908	1 ½	0	1,516	5/26/2022	\$ 143,900	\$ 95
412 12 ST N	2 Sty	1905	2	0	1,504	4/3/2023	\$ 147,100	\$ 98
314 20 ST N	1 ½ Sty	1924	1 ½	0	1,280	5/6/2022	\$ 150,200	\$ 117
1518 5 AVE N	1 ½ Sty	1923	1	2	1,272	7/8/2022	\$ 167,800	\$ 132
1205 4 AVE N	2 Sty	1908	2+	0	1,650	2/7/2022	\$ 165,800	\$ 100
						2024 - Original	\$ 202,200	\$ 123
						2025 - Original	\$ 226,500	\$ 138
						Recommended	\$ 165,000	\$ 100
Subject	1 ½ Sty	1912	1 ½	2	1,643			

Conclusion

We agree that the subject's value was overstated. The sales show a median sale price of \$100/SF and comparably assessed properties are valued at a median of \$112/SF. While the value suggested by comparably assessed properties is a bit higher than the sales, we feel that the condition of the property does not support that value. The condition issues put the property on the lower end of the value range, and so we agree to the suggested value of the appellant.

Recommended Action:

Approve the value reduction down to \$165,000 for the 2024 and 2025 tax year.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Fargo City
 County of Cass Property I.D. No. 01-2382-03560-000
 Name Brian & Robin Meyer Telephone No. (701) 200-5051
 Address 411 12th St. N, Fargo, ND 58102

Legal description of the property involved in this application:

Lot 3, Block 35; Roberts 2nd Addition

1-23-2626

Total true and full value of the property described above for the year 2024 is:

Land	<u>\$ 24,800</u>
Improvements	<u>\$ 177,400</u>
Total	<u>\$ 202,200</u>

(1)

Total true and full value of the property described above for the year 2024 should be:

Land	<u>\$ 18,067</u>
Improvements	<u>\$ 146,933</u>
Total	<u>\$ 165,000</u>

(2)

The difference of \$ -37,200.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27 2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08 1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08 8). Attach a copy of the application.
- 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 76,900 Date of purchase: 04/02/2024Terms: Cash Contract _____ Trade _____ Other (explain) _____Was there personal property involved in the purchase price? No Estimated value: \$ _____
yes/no2. Has the property been offered for sale on the open market? Yes If yes, how long? 170 Days (Since 7/29/2025)
yes/noAsking price: \$ 195,000 Terms of sale: Cash3. The property was independently appraised: No Purpose of appraisal: _____
yes/no Market value estimate: \$ _____

Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ 165,000

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that We've had two offers on the property, one offer for \$ 125,000 and the other offer for \$ 165,000. We started with the property for sale at \$ 225,000 and have come down in sale price to \$ 195,000.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

01/17/26

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____

City Auditor or Township Clerk

Action by the Board of County CommissionersApplication was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor _____ Chairperson _____

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor _____ Date _____

Application For Abatement
Or Refund Of Taxes

Brian J. Robin Meyer
4636

Name of Applicant

County Auditor _____ Date _____

1/20/2026
1/20/2026

Date Application Was Filed
With The County Auditor
Date County Auditor Mailed
Application to Township
Clerk or City Auditor
(must be within 30 days of filing date)

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Fargo City
 County of Cass Property ID. No. 01-2382-03560-000
 Name Brian & Robin Meyer Telephone No. (701) 200-5051
 Address 411 12th St. N. Fargo, ND 58102

Legal description of the property involved in this application:

Lot 3, Block 35; Roberts 2nd Addition

Total true and full value of the property described

above for the year 2025 is:

Land	<u>\$ 24,800</u>
Improvements	<u>\$ 201,700</u>
Total	<u>\$ 226,500</u>

(1)

Total true and full value of the property described above for the year 2025 should be:

Land	<u>\$ 18,067</u>
Improvements	<u>\$ 146,933</u>
Total	<u>\$ 165,000</u>

(2)

The difference of \$ -61,500.00 true and full value between (1) and (2) above is due to the following reason(s):

1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2

2. Residential or commercial property's true and full value exceeds the market value

3. Error in property description, entering the description, or extending the tax

4. Nonexisting improvement assessed

5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.

6. Duplicate assessment

7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))

8. Error in noting payment of taxes, taxes erroneously paid

9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.

10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 76,900 Date of purchase: 04/02/2004Terms: Cash Contract _____ Trade _____ Other (explain) _____Was there personal property involved in the purchase price? No Estimated value: \$ _____
yes/no2. Has the property been offered for sale on the open market? Yes If yes, how long? 170 Days (Since 7/29/2025)
yes/noAsking price: \$ 195,000 Terms of sale: Cash3. The property was independently appraised: No Purpose of appraisal: _____
yes/no Market value estimate: \$ _____

Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ 165,000

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that We've had two offers on the property, one offer for \$ 125,000 and the other

offer for \$ 165,000.00. We started with the property for sale at \$ 225,000.00 and have come down in

sale price to \$ 195,000.00.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

01/17/26

Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor _____ Date _____

Application For Abatement
Or Refund Of Taxes

Name of Applicant
Brian and Robin Meyer
4637

County Auditor's File No.

Date Application Was Filed
With The County Auditor
1/20/2026
Date County Auditor Mailed
Application to Township
Clerk or City Auditor
1/20/2026
Issue to within five business days

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

ORDINANCE NO. _____

AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN RLN BUSINESS PARK THIRD 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 RLN Business Park Third Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on October 7, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on February 2, 2026,

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 RLN Business Park Third Addition to the City of Fargo, Cass County, North Dakota;

is hereby retaining the base zoning of "LI", Limited Industrial, District.

Section 2. The following described property:

Lot Two (2), Block One (1) of RLN Business Park Third Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "LI", Limited Industrial, District, and "AG", Agricultural, District, to "LI", Limited Industrial, District.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. The following described property:

1 Lot Three (3), Block One (1) of RLN Business Park Third Addition to the City of
2 Fargo, Cass County, North Dakota;

3 is hereby rezoned from "AG", Agricultural, District, to "P/I", Public and Institutional, District.

4 Section 4. The City Auditor is hereby directed to amend the zoning map now on file in his
5 office so as to conform with and carry out the provisions of this ordinance.

6 Section 5. This ordinance shall be in full force and effect from and after its passage and
7 approval.

8
9
10 (SEAL)

11 Attest:

12
13
14 Angie Bear, Deputy Auditor
15 on behalf of City Auditor

16 First Reading:
17 Second Reading:
18 Final Passage:
19
20
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

(5)

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 21-0601.1 A
2 OF ARTICLE 21-06 OF CHAPTER 21 OF THE
3 FARGO MUNICIPAL CODE RELATING TO
4 FLOOD PLAIN MANAGEMENT

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

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

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

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

10 NOW, THEREFORE,

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

12 Section 1. Amendment.

13 Section 21-0601.1 A of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby
14 amended to read as follows:

15 21-0601.1-Statutory Authorization, Findings of Fact, Purpose, and Objectives

16 A. Statutory Authorization.

17 The Legislature of the State of North Dakota has in North Dakota Century Code,
18 Chapters ~~40-47, 11-33 and 58-03~~ 40-05, 11-11, and 58-06, delegated responsibility to
19 local governmental units to adopt regulations designed to promote the public health,
20 safety, and general welfare of its citizenry. Therefore, the board of city commissioners of
21 the city of Fargo hereby adopt such regulations.

22 ***

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 7. Effective Date.

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

6 _____
7 Timothy J. Mahoney, M.D., Mayor

8
9 Attest:

10
11 _____
12 Angie Bear
13 Deputy Auditor on behalf of City Auditor

14
15 First Reading:
16 Second Reading and Final Passage:
17
18
19
20
21
22
23

(b)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: AUDITOR'S OFFICE
DATE: FEBRUARY 17, 2026
SUBJECT: GAMING SITE AUTHORIZATIONS

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

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



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

G -	_____
Site License Number (Attorney General Use Only)	

Full, Legal Name of Gaming Organization

WF Events Inc dba West Fargo Events

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

Name of Location

Fargo Billiards & Gastropub

Street
3234 43rd St

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized
7-1-26

Ending Date(s) Authorized

6-30-27

Number of Twenty-One
tables, if zero, enter "0"

2

Specific location where games of chance will be conducted and played at the site (required)

Bar and Show on map

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- Bingo
- ELECTRONIC Quick Shot Bingo
- Raffles
- ELECTRONIC 50/50 Raffle
- Pull Tab Jar
- Pull Tab Dispensing Device
- ELECTRONIC Pull Tab Device

- Club Special
- Tip Board
- Seal Board
- Punchboard
- Prize Board
- Prize Board Dispensing Device

- Sports Pools
- Twenty-One
- Poker
- Calcuttas
- Paddlewheel with Tickets
- Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

2/7/26

Michelle Vanyo Records Admin/Deputy City Clerk

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

G - _____ (_____)
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

WF Events Inc. dba West Fargo Events

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

Name of Location

Spirits Lounge / Holiday Inn

Street 3803 13 th Ave S	City Fargo	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 7-1-26	Ending Date(s) Authorized 6-30-27	Number of Twenty-One tables, if zero, enter "0" 3	

Specific location where games of chance will be conducted and played at the site (required)

entire bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official Michelle Vanyo Records Admin/Deputy City Clerk	Date 2/17/26

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

(1)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: AUDITOR'S OFFICE
DATE: FEBRUARY 17, 2026
SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for (check one)

<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*						
Games to be conducted							
<input checked="" type="checkbox"/> Bingo	<input 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 Eagles Elementary PTA		Dates of Activity (Does not include dates for the sales of tickets) 3/27/26	
Organization or Group Contact Person Janae Fritz		E-mail eagleacespta@gmail.com	
Business Address 3502 University Drive S		City Fargo	State ZIP Code ND 58104
Mailing Address (if different)		City	State ZIP Code

SITE INFO

Site Name Eagles Elementary		County Cass	
Site Physical Address 3502 University Drive S		City Fargo	State ZIP Code ND 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.) 3/27/26			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	Please see attached sheet (4 pages)	
		Total (limit \$50,000 per year) \$ 1,145.80

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Help fund future family fun events	
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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 534.98 (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 Janae Fritz	Telephone Number 701-793-4260	E-mail Address eagleacespta@gmail.com
Signature of Organization Group's Permit Organizer <i>Janae Fritz</i>	Title Eagles PTA President	
	Date 2/1/26	



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

Applying for (check one)

Local Permit

Restricted Event Permit*

Games to be conducted

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

Jeremiah Program FM

Dates of Activity (Does not include dates for the sales of tickets)

April 24, 2026

Organization or Group Contact Person

Andrea Williams

E-mail

awilliams@jeremiahprogram.org

Telephone Number

701-552-5553

Business Address

3104 Flechtner Dr.

City

Fargo

State ZIP Code

ND 58103

Mailing Address (if different)

City

State ZIP Code

SITE INFO

Site Name

Holiday Inn Fargo

County

Cass

Site Physical Address

3803 13th Ave S

City

Fargo

State

ND ZIP Code

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

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Trip to Switzerland	4,500
		Total (limit \$50,000 per year) \$

ADDITIONAL REQUIRED INFORMATION

Intended Use of Gaming Proceeds

operating funds for Jeremiah Program families

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

Yes No

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

Yes No

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

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

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

Yes No

Printed Name of Organization Group's Permit Organizer Tori Schmidt	Telephone Number 701-200-1236	E-mail Address hello@theeventcompanyfargo.com
Signature of Organization Group's Permit Organizer	Title Event Manager	Date 02/09/2026



**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 ND STATE USBC ASSOCIATION		Dates of Activity (Does not include dates for the sales of tickets) 3/21-22, 28-29; 4/11-12, 18/19, 25/26 2026	0/0/2026
Organization or Group Contact Person CHRIS SWEET	E-mail BOWL@NDUSBC.COM	Telephone Number 701-353-5460	
Business Address 207 CROWN BUTTE DR	City MANDAN	State ND	ZIP Code 58554
Mailing Address (if different) 5595 JUSTICE DR S	City FARGO	State ND	ZIP Code 58104

SITE INFO

Site Name WEST ACRES BOWL	County CASS		
Site Physical Address 3402 INTERSTATE BLVD	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.)

50/50 RAFFLE CONDUCTED DURING EACH SHIFT OF THE NORTH DAKOTA STATE USBC OPEN TOURNAMENT. TOURNAMENT

DATES ARE MARCH 21, 22, 27, 28; APRIL 11, 12, 18, 19, 25, 26 2026. Additional 50/50 raffle on 8/8/2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 RAFFLE	CASH	\$2000 (ESTIMATE)

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

PROVIDE SCHOLARSHIP TO ND YOUTH BOWLERS

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

Yes No

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

Yes No

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

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

is the organization or group
SFN 52880 "Report on .

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No						
<table border="1"> <tr> <td>Printed Name of Organization-Group's Permit Organizer CHRIS SWEET</td> <td>Telephone Number 701-353-5460</td> <td>E-mail Address BOWL@NDUSBC.COM</td> </tr> <tr> <td>Signature of Organization Group's Permit Organizer </td> <td>Title ASSOCIATION MANAGER</td> <td>Date 1/28/2026</td> </tr> </table>		Printed Name of Organization-Group's Permit Organizer CHRIS SWEET	Telephone Number 701-353-5460	E-mail Address BOWL@NDUSBC.COM	Signature of Organization Group's Permit Organizer 	Title ASSOCIATION MANAGER	Date 1/28/2026
Printed Name of Organization-Group's Permit Organizer CHRIS SWEET	Telephone Number 701-353-5460	E-mail Address BOWL@NDUSBC.COM					
Signature of Organization Group's Permit Organizer 	Title ASSOCIATION MANAGER	Date 1/28/2026					



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 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 NDSU Saddle & Sirloin	Dates of Activity (Does not include dates for the sales of tickets) 03/25/2026		
Organization or Group Contact Person Bailey Urlacher	E-mail bailey.urlacher@ndsu.edu	Telephone Number (701)-590-8139	
Business Address Hults Hall 100	City Fargo	State ND	ZIP Code 58108
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Shepperd Arena	County Cass		
Site Physical Address 1350 Albrecht Boulevard	City	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.) 03/25/2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	half of proceeds from ticket sales	NA
	Total (limit \$50,000 per year)	\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

To donate to a family facing hardships

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

 Yes No

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

 Yes No

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

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

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

 Yes No

Printed Name of Organization Group's Permit Organizer Bailey Urlacher	Telephone Number (701)-590-8139	E-mail Address bailey.urlacher@ndsu.edu
Signature of Organization Group's Permit Organizer 	Title	Date 2/10/2026



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

Applying for (check one)

Local Permit Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group North Central Turfgrass Association		Dates of Activity (Does not include dates for the sales of tickets) 2/24/26-2/25/26 (drawing on 2/25)	
Organization or Group Contact Person Sam Bauer	E-mail info.nctga@gmail.com	Telephone Number 612-205-4428	
Business Address P.O. Box 10823	City Fargo	State MN	ZIP Code 58106
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Holiday Inn	County Cass		
Site Physical Address 3803 13th Avenue South	City Fargo	State ND	ZIP Code 58106
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. drawing to be conducted from 5-7pm on Wednesday, February 25th, 2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	50/50	
Raffle		
Raffle		
		Total (limit \$40,000 per year)
		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Charitable giving

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

Yes No

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

Yes No

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

No Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer Sam Bauer	Telephone Number 612-205-4428	E-mail Address info.nctga@gmail.com
Signature of Organization Group's Permit Organizer 	Title Executive Director	Date Feb 11, 2026



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 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 Red River Valley Figure Skating Club - Fargo Ice Show	Dates of Activity (Does not include dates for the sales of tickets) March 15, 2026		
Organization or Group Contact Person Laura Jacobson	E-mail	Telephone Number 701.261.6821	
Business Address 1112 62nd Ave N	City Moorhead	State MN	ZIP Code 56560
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Cornerstone Arena	County Cass		
Site Physical Address 4404 23rd Ave SW	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle March 15, 2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	See Attachment	4925.03
		Total (limit \$50,000 per year) \$ 4925.03

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Guest Skater expenses

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

Yes No

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

Yes No

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

No Yes - Total Retail Value: **3,564.50** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer Jeremy M. Elbert	Telephone Number 701.261.4697	E-mail Address jeremy@oakvalley.farm
Signature of Organization Group's Permit Organizer 	Title Raffle Chair	Date 02.03.2026



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTAOFFICEOFATTORNEYGENERAL
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 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 Sigma Psi, Kappa Delta Chapter	Dates of Activity (Does not include dates for the sales of tickets) March 30, 2026		
Organization or Group Contact Person Ava Gulleston	E-mail avagulleston@gmail.com	Telephone Number 701-405-3384	
Business Address 1210 13th Ave N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITEINFO

Site Name North Dakota State University	County		
Site Physical Address 1340 Administration Ave	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.) Raffle ticket sales will begin Mar. 8 and will close on Mar. 29, we will do drawings for prizes on Mar. 30.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Donated gift baskets from local businesses, merch from their organization	\$300
Raffle	Donated gift cards	\$250
Raffle	Donated items from the community	\$200
	Total (limit \$50,000 per year)	\$ \$750

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds We are fundraising for our local and national philanthropies during our Shamrock week. 80% of our funds go to Red River Childrens Advocacy Center, the remaining 20% goes to Prevent Child Abuse America.
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 Ava Gulleston	Telephone Number 701-405-3384	E-mail Address avagulleston@ndus.edu
Signature of Organization Group's Permit Organizer <i>Ava Gulleston</i>	Title Vice President Events & Programming	Date 02/04/2026

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-23-A0

Type: Contract Amendment #2

Location: LS #47 & #48

Date of Hearing: 2/9/2026

<u>Routing</u>	<u>Date</u>
City Commission	2/17/2026
PWPEC File	X
Project File	Christine Goldader

The Committee reviewed the accompanying correspondence from Project Manager, Christine Goldader, related to Contract Amendment #2 submitted by Houston Engineering in the amount of \$8,500.00 for additional work.

Staff is recommending approval of Contract Amendment #2 in the amount of \$8,500.00, bringing the total contract amount to \$809,000.00.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of Contract Amendment #2 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #2 in the amount of \$8,500.00, bringing the total contract amount to \$809,000.00, to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

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

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

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Christine Goldader, Civil Engineer II
Date: February 4, 2025
Subject: Project No. NR-23-A0 - Contract Amendment #2
Storm Sewer Lift Stations #47 & #48 Reconstruction

Background:

Construction of the above-mentioned project has been completed and all construction administration tasks are complete. During the construction of the project, Houston Engineering was required to spend additional time on construction administration and inspection that was not part of their original scope of work. A full description of these additional items can be seen on the attached amendment submitted by Houston Engineering.

In addition to the extra time spent on construction administration for the project, it is also necessary to increase Houston Engineering's budget for construction administration. Due to unforeseen additional work that was added to the construction contract, and defective work requiring repair coordination, additional time was needed for the observation and inspection portions of Houston Engineering's contract. A full breakdown of the anticipated hours is provided by Houston Engineering within Task 1 of the attached amendment.

The following are the tasks where budget amendments are being requested:

- Task 7 (Construction Administration, Observation and Survey) – Increase of \$8,500

If approved, the following will be the revised contract amounts for those tasks:

- Task 7 (Construction Administration, Observation & Survey) - \$495,500

Recommended Motion:

Approve Contract Amendment #2 for Project No. NR-23-A0 in the amount of \$8,500.00 to Houston Engineering.



ENGINEERING SERVICES AGREEMENT

AMENDMENT NO. 2

Project: City of Fargo Project No. NR-23-A0
 Lift Station #47 and #48 Reconstruction
 (Interstate 29/38th Street South and Drain 27)
 HE Project No. 6059-0193

Client: City of Fargo Engineering
 225 4th St N
 Fargo, ND 58102
 Phone (701) 241-1545

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment addresses additional hourly construction services required as a result of changes to the construction schedule and subsequent up defective work coordination.

The additional services associated with the project detailed in this amendment are based on the following general breakdown of tasks and subtasks.

The project had a contract value of \$800,500 prior to this amendment request. An amendment to the contract is requested for consideration equal to the estimated cost to complete the project less the existing contract value:

Task 1 – Services During Construction - \$8,500 Total

The revisions to this task result from the discrepancy between the specified construction timeline and the actual construction timeline. The specified final completion date was October 31, 2024. Final payment was not made on the project until December of 2025. HEI accrued approximately \$8,500 in time and expenses while coordinating defective work with the Contractor over this period.



Page 2

Basis of Proposal

This amendment only covers the services described above. Additional amendments may be required for additional work outside of these extents.

Fee:

The total fee to complete the above-described tasks is **\$8,500**. An amendment to the contract is requested for consideration equal to the cost to complete the additional work. Additional work required beyond the scope listed above will be billed at our current hourly rates. Tasks will be performed in accordance with our current hourly rates in the year services are provided.

Contract Summary Table

Contract Element	Fee	Status
Initial Contract: Project Development, Construction Administration, Inspection, Survey, and Quality Control Testing	\$490,000	Complete
Proposed Contract Amendment 1: Additional Project Development Tasks	\$25,500	Complete
Proposed Contract Amendment 1: Modified Construction Administration Schedule	\$285,000	Complete
Proposed Contract Amendment 2: Modified Construction Administration Schedule	\$8,500	Complete
Total	\$809,000	

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Page 3

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Client: City of Fargo

Signature: _____

Title: _____

Date: _____

Proposal: Houston Engineering, Inc.

Signature: 

Title: Project Manager

Date: 1/12/2026

REPORT OF ACTION

9

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-24-B0

Type: Contract Amendment #3

Location: Lift Stations #11 & #57

Date of Hearing: 2/9/2026

<u>Routing</u>	<u>Date</u>
City Commission	2/17/2026
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Rob Hasey, related to Contract Amendment #3 submitted by Houston Engineering in the amount of \$26,000.00 for additional work.

Staff is recommending approval of Contract Amendment #3 in the amount of \$26,000.00, bringing the total contract amount to \$622,700.00.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of Contract Amendment #3 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #3 in the amount of \$26,000.00, bringing the total contract amount to \$622,700.00, to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials	<u>Yes</u>	<u>No</u>
Agreement for payment of specials required of developer	<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
 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"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Michael Redlinger
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, PE - Storm Sewer Utility Engineer
Date: February 9, 2026
Re: Project No. NR-24-B0 – Amendment #3
Storm Sewer Lift Stations #11 & #57 Replacement

Background:

Houston Engineering was selected for the design, construction inspection, construction administration, surveying and quality control testing for Project No. NR-24-B0, which included combining storm lift stations #11 & #57 in to one structure.

Houston is requesting additional compensation for construction inspection and administration services for the completion of the project. The Contractor was completing construction activities that extended Houston's inspection time by 6 weeks.

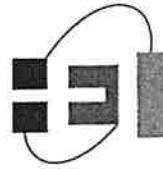
The current contract, including amendments #1 & #2, is \$596,700. Amendment #3 will increase the Contract with Houston Engineering by \$26,000.00. Engineering believes that the proposal is reasonable and recommends approval. This will be the final contract amendment for the project as all work has been completed and Houston has submitted project closeout documentation to the City.

Recommended Motion:

Approve Contract Amendment #3 for Project No. NR-24-B0 for \$26,000.00 to Houston Engineering for the additional construction inspection for the replacement of Storm Lift Stations #11 & #57. This will bring the total contract value to \$622,700 for design, construction inspection, construction administration, surveying and quality control services.

RJH/kb
Attachment

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

PROFESSIONAL SERVICES

AMENDMENT NO. 3 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project NR-24-B0 – Storm Sewer Lift Stations #11 & #57 Reconstruction
HE Project No. 6059-0212

Client: City of Fargo Engineering
225 4th St N
Fargo, ND 58102
Phone (701) 241-1545

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment addresses additional hourly construction services required as a result of changes to the construction schedule.

The additional services associated with the project detailed in this amendment are based on the following general breakdown of tasks and subtasks.

The project had a contract value of \$596,700 prior to this amendment request. An amendment to the contract is requested for consideration equal to the estimated cost to complete the project less the existing contract value:

Task 1 – Services During Construction - \$26,000 Total

The revisions to this task result from the discrepancy between the specified construction timeline and the actual construction timeline. The specified final completion date was August 1, 2025. The actual final completion date was September 5, 2025. Additionally, due to suitable weather, the Contractor was able to commence construction activities in April of 2025 earlier than anticipated. In total, approximately 6 weeks were added to the construction duration in 2025 (1 week in April, 4 weeks in August, and 1 week in September).

Page 2

Fee:

The total fee to complete the above-described tasks is **\$26,000**. An amendment to the contract is requested for consideration equal to the cost to complete the additional work. Additional work required beyond the scope listed above will be billed at our current hourly rates. Tasks will be performed in accordance with our current hourly rates in the year services are provided.

Contract Summary Table

Contract Element	Fee	Status
Initial Contract: Project Development, Construction Administration, Inspection, Survey, and Quality Control Testing	\$485,200	Complete
Contract Amendment 1: Additional InfoSWMM Modeling	\$25,500	Complete
Contract Amendment 2: Additional Design, Bidding, and Construction Administration Services	\$86,000	Complete
Proposed Contract Amendment 3: Additional Construction Administration Schedule	\$26,000	Complete
Total	\$622,700	

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.



Page 3

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Client: City of Fargo

Signature: _____

Title: _____

Date: _____

Proposal: Houston Engineering, Inc.

Signature: Dale Bladour

Title: Project Manager

Date: 1/27/2026

(10)

February 12, 2026

Honorable Board of
City Commissioners
200 3rd Street N
Fargo, ND 58102

Re: Recommend Award to Low Bidder
32nd Avenue South Reconstruction, 15th Street South to the Red River - Fargo
City of Fargo Project No. BR-26-H1
NDDOT Project No. TMA-SU-8-984(180), PCN 24150

Dear Commissioners:

Bids were opened by the NDDOT on Friday, February 6th 2026, for the 32nd Avenue South Reconstruction from 15th Street to the Red River in Fargo

The bids were as follows:

Reede Construction Inc.	\$ 12,890,310.70
Dakota Underground Company	\$ 13,826,387.15
Engineer's Estimate	\$ 10,512,576.00

Recommended Motion

Concur with the low bid and recommend the NDDOT award the low bid to Reede Construction Inc. in the amount of \$ 12,890,310.70 as the best bid.

Sincerely,

Eric Hodgson, PE
Civil Engineer II

Eric Hodgson

Attachments

- NDDOT Notice of Bids

ENGINEER'S STATEMENT OF ESTIMATED COST

PAVING AND UTILITY REHAB/RECONSTRUCTION

PROJECT NUMBER NO. BR-26-H1
TMA-SU-8-984(180)
PCN-24150

**32ND AVENUE SOUTH, NEAR 15TH STREET SOUTH TO NEAR RED RIVER
 FARGO**

Summary of low bid by Reede Construction Inc. of Aberdeen, SD: \$12,890,310.70

Paving:	-	\$	5,557,857.38
Amount Federally Funded		\$	3,102,522.55
Amount Locally Funded		\$	2,455,334.83
Plus 4% Administration Fee:		\$	98,213.39
Plus 3% Legal Fee:		\$	73,660.04
Plus 4% Interest Fee:		\$	98,213.39
Plus 10% Contingency:		\$	245,533.48
Total Estimated Cost:		\$	2,970,955.14
Special Assessments		\$	2,970,955.14
Sales Tax		\$	-

Storm Sewer	-	\$	3,929,820.00
Amount Federally Funded		\$	1,997,194.15
Amount Locally Funded		\$	1,932,625.85
Plus 4% Administration Fee:		\$	77,305.03
Plus 3% Legal Fee:		\$	57,978.78
Plus 4% Interest Fee:		\$	77,305.03
Plus 10% Contingency:		\$	193,262.59
Total Estimated Cost:		\$	2,338,477.28
Special Assessments - Capacity Expansion		\$	152,655.32
Special Assessments - Remaining Paving Cap		\$	605,075.09
Storm Utility		\$	1,580,746.88
Prairie Dog		\$	-

Sanitary Sewer	\$	952,138.36
Amount Federally Funded	\$	-
Amount Locally Funded	\$	952,138.36
Plus 4% Administration Fee:	\$	38,085.53
Plus 3% Legal Fee:	\$	28,564.15
Plus 4% Interest Fee:	\$	38,085.53
Plus 10% Contingency:	\$	95,213.84
Total Estimated Cost:	\$	1,152,087.42
Special Assessments - Local Cap	\$	45,309.55
Special Assessments - Oversize to Area	\$	332,033.36
Waste Water Utility	\$	774,744.51
Prairie Dog	\$	-

Water Main	\$	654,668.36
Amount Federally Funded	\$	-
Amount Locally Funded	\$	654,668.36
Plus 4% Administration Fee:	\$	26,186.73
Plus 3% Legal Fee:	\$	19,640.05
Plus 4% Interest Fee:	\$	26,186.73
Plus 10% Contingency:	\$	65,466.84
Total Estimated Cost:	\$	792,148.72
Special Assessments - Local Cap	\$	45,309.55
Special Assessments - Oversize to Area	\$	224,051.75
Water Utility	\$	522,787.42
Prairie Dog	\$	-

Traffic Signals/Street Lights	\$	1,795,826.60
Amount Federally Funded	\$	1,002,471.30
Amount Locally Funded	\$	793,355.30
Plus 4% Administration Fee:	\$	31,734.21
Plus 3% Legal Fee:	\$	23,800.66
Plus 4% Interest Fee:	\$	31,734.21
Plus 10% Contingency:	\$	79,335.53
Total Estimated Cost:	\$	959,959.91
Special Assessments - Remaining Paving Cap	\$	248,387.20
Traffic Signal/Street Light Utility	\$	711,572.71
Prairie Dog	\$	-

Miscellaneous Costs

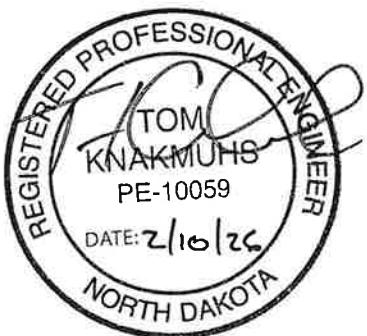
Right-of-Way and Easements:	\$	50,000.00
Utility Relocation	\$	50,000.00
Outside Engineering:	\$	650,000.00
Incentive	\$	150,000.00
Total Miscellaneous Costs:	\$	900,000.00
 Federal	\$	-
Special Assessments - Remaining Paving Cap	\$	-
Traffic Utility	\$	-
Storm Utility	\$	-
Waste Water Utility	\$	-
Water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

Project Funding Summary

Federal	40.10%	\$	6,102,188.00
Special Assessments	30.39%	\$	4,623,776.96
Traffic Signal/Street Light Utility	4.68%	\$	711,572.71
Storm Utility	10.39%	\$	1,580,746.88
Waste Water Utility	5.09%	\$	774,744.51
Water Utility	3.44%	\$	522,787.42
Sales Tax	5.91%	\$	900,000.00
Prairie Dog	0.00%	\$	-
Total Estimated Project Cost		\$	15,215,816.47

We believe this project to be cost effective.


Thomas Knakmuhs, P.E.
City Engineer





February 6, 2026

Tom Knakmuhs
City Engineer
225 4th St N
Fargo, ND 58102

PROJECT: TMA-SU-8-984(180), PCN 24150 -CASS CO; 32ND AVE S, NEAR 15TH ST S TO NEAR RED RIVER - FARGO

Dear Mr. Knakmuhs:

Bids for the construction on the above noted project were taken at our bid opening of February 6, 2026. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Grading, Salvaged Base Course, PPC Pavement, Storm Sewer, Watermain, Traffic Signal, Lighting, Shared Use Path was submitted by Reede Construction Inc of Aberdeen, SD in the amount of \$12,890,310.70. According to the agreement with the City of Fargo, the City's share for **TMA-SU-8-984(180)** is estimated to be \$8,012,246.70. TMASU Federal funds obligated for this project is limited to a maximum of \$4,878,064.00. The City is responsible for the balance of the project.

The City must award the contract before the Department will concur in the award; therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,

Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

North Dakota **FEDERAL AID**Bid Opening Date: **2/6/2026**Project Number: **TMA-SU-8-984(180)**PCN: **24150**Job Number: **24150**English/Metric: **ENGLISH**Contract with **REEDE CONSTRUCTION INC ABERDEEN, SD**

Signed Date:

County(s): **CASS**Location: **32ND AVE S, NEAR 15TH ST S TO NEAR RED RIVER - FARGO**

North Dakota FEDERAL AID

Project Number: TMA-SU-8-984(180)

PCN: 24150

Job Number: 24150

Bid Opening Date: 2/6/2026

English/Metric: ENGLISH

Roadway: URBAN

LRS_ID L1945_017M FR MEASURE 3.8316 TO MEASURE 3.9593
LRS_ID L518_017M FR MEASURE 0.0025 TO MEASURE 0.1405

Type: GRADING, SALVAGED BASE, PCC PAVEMENT, TRAFFIC SIGNAL, LIGHTING, SHARED USE PATH

Participating: Y

Spec Code Item Description

	Quantity	Unit	Unit Price	Amount
103 0100 CONTRACT BOND	0.840	L SUM	\$54,492.00	\$45,773.28
108 0001 CRITICAL PATH METHOD SCHEDULE	0.840	L SUM	\$5,000.00	\$4,200.00
201 0370 REMOVAL OF TREES 10IN	11.000	EA	\$325.00	\$3,575.00
202 0136 REMOVAL OF PAVEMENT	6,535.000	TON	\$35.00	\$228,725.00
202 0174 REMOVAL OF PIPE ALL TYPES AND SIZES	2,616.000	LF	\$118.00	\$308,688.00
202 0210 REMOVAL OF MANHOLES	8.000	EA	\$2,430.00	\$19,440.00
202 0277 REMOVAL OF LIFT STATION	1.000	L SUM	\$64,000.00	\$64,000.00
203 0101 COMMON EXCAVATION-TYPE A	1,100.000	CY	\$21.00	\$23,100.00
203 0109 TOPSOIL	829.000	CY	\$43.00	\$35,647.00
203 0113 COMMON EXCAVATION-WASTE	6,110.000	CY	\$32.00	\$195,520.00
203 0138 COMMON EXCAVATION-SUBCUT	700.000	CY	\$27.00	\$18,900.00
203 0238 SUBCUT AGGREGATE	700.000	CY	\$75.00	\$52,500.00
216 0100 WATER	449.000	M GAL	\$22.00	\$9,878.00
230 0165 SUBGRADE PREPARATION-TYPE A-12IN	15.000	STA	\$2,370.00	\$35,550.00
251 0300 SEEDING CLASS III	1.150	ACRE	\$10,000.00	\$11,500.00
251 0500 WATER - SEEDING	126.000	M GAL	\$70.00	\$8,820.00
251 2000 TEMPORARY COVER CROP	1.330	ACRE	\$150.00	\$199.50
253 0201 HYDRAULIC MULCH	2.480	ACRE	\$3,400.00	\$8,432.00
261 0112 FIBER ROLLS 12IN	716.000	LF	\$4.00	\$2,864.00
261 0113 REMOVE FIBER ROLLS 12IN	716.000	LF	\$0.75	\$537.00
302 0050 TRAFFIC SERVICE AGGREGATE	340.000	TON	\$43.00	\$14,620.00
302 0101 SALVAGED BASE COURSE	4,556.000	CY	\$75.00	\$341,700.00
302 9970 TYPE II PIPE BEDDING	100.000	CY	\$95.00	\$9,500.00
430 0500 COMMERCIAL GRADE HOT MIX ASPHALT	250.000	TON	\$250.00	\$62,500.00
550 0310 10IN NON REINF CONCRETE PVMT CL AE-DOWELED	11,005.000	SY	\$150.00	\$1,650,750.00
702 0100 MOBILIZATION	0.840	L SUM	\$1,705,000.00	\$1,432,200.00
704 0100 FLAGGING	1,260.000	MHR	\$61.00	\$76,860.00
704 1000 TRAFFIC CONTROL SIGNS	3,531.000	UNIT	\$2.60	\$9,180.60
704 1052 TYPE III BARRICADE	106.000	EA	\$50.00	\$5,300.00
704 1054 SIDEWALK BARRICADE	13.000	EA	\$75.00	\$975.00
704 1058 PEDESTRIAN WALKWAY	100.000	LF	\$65.00	\$6,500.00
704 1060 DELINEATOR DRUMS	361.000	EA	\$30.00	\$10,830.00
704 1067 TUBULAR MARKERS	5.000	EA	\$25.00	\$125.00
704 1087 SEQUENCING ARROW PANEL-TYPE C	3.000	EA	\$1,500.00	\$4,500.00
704 2108 TEMPORARY CURB RAMP	2.000	EA	\$500.00	\$1,000.00
704 4011 PORTABLE CHANGEABLE MESSAGE SIGN	3.000	EA	\$4,600.00	\$13,800.00
706 0400 FIELD OFFICE	1.000	EA	\$38,000.00	\$38,000.00
708 1540 INLET PROTECTION-SPECIAL	58.000	EA	\$196.00	\$11,368.00
708 1541 REMOVE INLET PROTECTION-SPECIAL	58.000	EA	\$20.00	\$1,160.00
709 0100 GEOSYNTHETIC MATERIAL TYPE G	13,065.000	SY	\$2.00	\$26,130.00
714 9696 EDGEDRAIN NON PERMEABLE BASE	3,714.000	LF	\$10.00	\$37,140.00
748 0140 CURB & GUTTER-TYPE I	1,366.000	LF	\$45.00	\$61,470.00
748 0190 CURB & GUTTER-TYPE I 30IN	3,688.000	LF	\$45.00	\$165,960.00
748 0520 CURB-TYPE I	34.000	LF	\$60.00	\$2,040.00

North Dakota FEDERAL AID

Bid Opening Date: 2/6/2026

Project Number: TMA-SU-8-984(180)

PCN: 24150

Job Number: 24150

English/Metric: ENGLISH

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
750	0030	PIGMENTED IMPRINTED CONCRETE	777.000	SY	\$190.00	\$147,630.00
750	0120	SIDEWALK CONCRETE 5IN REINF	2,350.000	SY	\$95.00	\$223,250.00
750	0140	SIDEWALK CONCRETE 6IN	181.000	SY	\$85.00	\$15,385.00
750	0210	CONCRETE MEDIAN NOSE PAVING	35.000	SY	\$175.00	\$6,125.00
750	1000	DRIVEWAY CONCRETE	403.000	SY	\$100.00	\$40,300.00
750	2115	DETECTABLE WARNING PANELS	322.000	SF	\$40.00	\$12,880.00
752	0911	TEMPORARY SAFETY FENCE	600.000	LF	\$5.50	\$3,300.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	125.600	SF	\$26.00	\$3,265.60
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	175.000	SF	\$30.00	\$5,250.00
754	0170	FLEXIBLE DELINEATORS	6.000	EA	\$133.00	\$798.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	338.000	LF	\$16.00	\$5,408.00
754	0592	RESET SIGN PANEL	3.000	EA	\$40.00	\$120.00
762	0112	EPOXY PVMT MK MESSAGE	255.000	SF	\$25.00	\$6,375.00
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	678.000	SF	\$45.00	\$30,510.00
762	0440	SHORT TERM MESSAGE-TYPE R	32.000	SF	\$20.00	\$640.00
762	0808	METHYL METHACRYLATE PVMT MK 8IN LINE	40.000	LF	\$100.00	\$4,000.00
762	0816	METHYL METHACRYLATE PVMT MK 16IN LINE	261.000	LF	\$60.00	\$15,660.00
762	0824	METHYL METHACRYLATE PVMT MK 24IN LINE	890.000	LF	\$80.00	\$71,200.00
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	1,746.000	LF	\$8.00	\$13,968.00
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	2,988.000	LF	\$14.00	\$41,832.00
762	1344	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	120.000	LF	\$15.00	\$1,800.00
770	0001	LIGHTING SYSTEM	1.000	EA	\$100,000.00	\$100,000.00
770	4501	TEMPORARY LIGHTING SYSTEM	1.000	EA	\$11,000.00	\$11,000.00
770	4567	REMOVE LIGHTING SYSTEM	1.000	EA	\$21,000.00	\$21,000.00
772	9200	IT SYSTEM	1.000	EA	\$123,000.00	\$123,000.00
772	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	1.000	EA	\$595,000.00	\$595,000.00
772	9812	TRAFFIC SIGNAL SYSTEM - SITE 2	1.000	EA	\$745,000.00	\$745,000.00
970	0001	LANDSCAPING APPURTENANCES	1.000	L SUM	\$16,500.00	\$16,500.00
970	0074	WOOD MULCH	14.000	CY	\$160.00	\$2,240.00
970	0300	BENCH	2.000	EA	\$2,250.00	\$4,500.00
970	1025	REPLANT TREES	12.000	EA	\$350.00	\$4,200.00
970	2032	AUTUMN SPLENDOR BUCKEYE	2.000	EA	\$710.00	\$1,420.00
970	2045	AMUR CHOKECERRY	1.000	EA	\$600.00	\$600.00
970	2050	COMMON HACKBERRY	3.000	EA	\$670.00	\$2,010.00
970	2330	BUR OAK	1.000	EA	\$700.00	\$700.00
970	2392	IVORY SILK LILAC	1.000	EA	\$654.00	\$654.00
970	2436	HARVEST GOLD LINDEN	1.000	EA	\$740.00	\$740.00
970	2472	PRINCETON ELM	3.000	EA	\$622.00	\$1,866.00
970	6016	DAYLILIES-CONTAINER	484.000	EA	\$25.00	\$12,100.00

Subtotal

\$7,353,683.98

North Dakota **FEDERAL AID**Bid Opening Date: **2/6/2026**Project Number: **TMA-SU-8-984(180)**PCN: **24150**Job Number: **24150**English/Metric: **ENGLISH**

Eng and Contg	\$0.00
Total	\$7,353,683.98

Length **0.2870 Miles**

<u>Construction</u>		
Estimated Cost		\$7,353,683.98
TMASU FEDERAL FUNDS	LIMITED	\$4,878,064.00
TMASU FARGO CITY FUNDS	19.07%	\$2,475,619.98

North Dakota FEDERAL AID

Bid Opening Date: 2/6/2026

Project Number: TMA-SU-8-984(180)

PCN: 24150

Job Number: 24150

English/Metric: ENGLISH

Roadway: URBAN

LRS_ID L1945_017M FR MEASURE 3.8316 TO MEASURE 3.9593
 LRS_ID L518_017M FR MEASURE 0.0025 TO MEASURE 0.1405

Type: STORM SEWER

Participating: Y

Spec Code Item Description

		Quantity	Unit	Unit Price	Amount
714 0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	503.000	LF	\$150.00	\$75,450.00
714 0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	90.000	LF	\$165.00	\$14,850.00
714 0405	PIPE CONC REINF 21IN CL III-STORM DRAIN	40.000	LF	\$165.00	\$6,600.00
714 0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	70.000	LF	\$185.00	\$12,950.00
714 0710	PIPE CONC REINF 27IN CL III-STORM DRAIN	72.000	LF	\$235.00	\$16,920.00
714 0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	60.000	LF	\$280.00	\$16,800.00
714 0870	PIPE CONC REINF 33IN CL III-STORM DRAIN	6.000	LF	\$690.00	\$4,140.00
714 1010	PIPE CONC REINF 42IN CL III-STORM DRAIN	28.000	LF	\$450.00	\$12,600.00
714 1110	PIPE CONC REINF 48IN CL III-STORM DRAIN	64.000	LF	\$500.00	\$32,000.00
714 1312	PIPE CONC REINF 60IN CL III-STORM DRAIN	183.000	LF	\$1,250.00	\$228,750.00
714 1611	PIPE CONC REINF 78IN CL III STORM DRAIN	1,444.000	LF	\$1,700.00	\$2,454,800.00
714 7036	PIPE PVC 18IN	21.000	LF	\$210.00	\$4,410.00
714 9655	INSTALL PIPE-ALL TYPES & SIZES	6.000	LF	\$130.00	\$780.00
722 0080	SADDLE MANHOLE	3.000	EA	\$19,500.00	\$58,500.00
722 0100	MANHOLE 48IN	2.000	EA	\$7,350.00	\$14,700.00
722 0110	MANHOLE 60IN	1.000	EA	\$11,000.00	\$11,000.00
722 0140	MANHOLE 96IN	7.000	EA	\$39,000.00	\$273,000.00
722 0202	MANHOLE 120IN	5.000	EA	\$65,000.00	\$325,000.00
722 2500	MANHOLE SPECIAL	2.000	EA	\$105,000.00	\$210,000.00
722 3510	INLET-TYPE 2	10.000	EA	\$4,800.00	\$48,000.00
722 3520	INLET-TYPE 2 DOUBLE	6.000	EA	\$8,200.00	\$49,200.00
722 3766	INLET SPECIAL-TYPE 2 72IN	1.000	EA	\$14,200.00	\$14,200.00
722 3768	INLET SPECIAL-TYPE 2 84IN	1.000	EA	\$19,500.00	\$19,500.00
722 4005	INLET CATCH BASIN	3.000	EA	\$4,650.00	\$13,950.00
722 6160	ADJUST INLET	1.000	EA	\$1,100.00	\$1,100.00
910 0800	PIPE JOINT REPAIR	2.000	EA	\$5,310.00	\$10,620.00
				Subtotal	\$3,929,820.00
				Eng and Contg	\$0.00
				Total	\$3,929,820.00

Length 0.2870 Miles

		Construction
Estimated Cost		\$3,929,820.00
TMASU FEDERAL FUNDS	LIMITED	\$0.00
TMASU FARGO CITY FUNDS	26.32%	\$3,929,820.00

North Dakota FEDERAL AID

Bid Opening Date: 2/6/2026

Project Number: TMA-SU-8-984(180)

PCN: 24150

Job Number: 24150

English/Metric: ENGLISH

Roadway: URBAN

LRS_ID L1945_017M FR MEASURE 3.8316 TO MEASURE 3.9593
 LRS_ID L518_017M FR MEASURE 0.0025 TO MEASURE 0.1405

Type: WATERMAIN, SANITARY SEWER

Participating: N

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.160	L SUM	\$54,492.00	\$8,718.72
108	0001	CRITICAL PATH METHOD SCHEDULE	0.160	L SUM	\$5,000.00	\$800.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	1,351.000	LF	\$118.00	\$159,418.00
202	0210	REMOVAL OF MANHOLES	12.000	EA	\$2,430.00	\$29,160.00
202	0235	REMOVAL OF CATCH BASIN	20.000	EA	\$675.00	\$13,500.00
202	0500	ACP WATERMAIN REMOVAL	886.000	LF	\$18.00	\$15,948.00
702	0100	MOBILIZATION	0.160	L SUM	\$1,705,000.00	\$272,800.00
714	9680	PLUG PIPE-ALL TYPES & SIZES	2.000	EA	\$150.00	\$300.00
722	0300	MANHOLE SANITARY	11.000	EA	\$10,400.00	\$114,400.00
722	3300	SANITARY MANHOLE REPAIR	11.000	EA	\$2,850.00	\$31,350.00
724	0210	FITTINGS-DUCTILE IRON	3,449.000	LBS	\$30.00	\$103,470.00
724	0270	REMOVE GATE VALVE & BOX	13.000	EA	\$554.00	\$7,202.00
724	0300	GATE VALVE & BOX 6IN	4.000	EA	\$2,500.00	\$10,000.00
724	0310	GATE VALVE & BOX 8IN	1.000	EA	\$3,250.00	\$3,250.00
724	0314	GATE VALVE & BOX 12IN	2.000	EA	\$5,500.00	\$11,000.00
724	0315	GATE VALVE & BOX 10IN	1.000	EA	\$4,600.00	\$4,600.00
724	0410	HYDRANT-INSTALL 5IN	3.000	EA	\$8,000.00	\$24,000.00
724	0430	REMOVE HYDRANT	3.000	EA	\$1,100.00	\$3,300.00
724	0621	WATER SERVICE LINE 2IN	10.000	LF	\$72.00	\$720.00
724	0670	TEMPORARY WATER SERVICE	1.000	L SUM	\$11,100.00	\$11,100.00
724	0810	WATERMAIN 6IN PVC	81.000	LF	\$125.00	\$10,125.00
724	0830	WATERMAIN 8IN PVC	127.000	LF	\$140.00	\$17,780.00
724	0840	WATERMAIN 10IN PVC	108.000	LF	\$165.00	\$17,820.00
724	0850	WATERMAIN 12IN PVC	109.000	LF	\$185.00	\$20,165.00
724	0852	WATERMAIN 16IN PVC	895.000	LF	\$190.00	\$170,050.00
724	0960	WATER SERVICE CONNECTION 2IN	1.000	EA	\$1,400.00	\$1,400.00
724	5040	SANITARY SEWER SERVICE CONNECTION	2.000	EA	\$5,350.00	\$10,700.00
724	5048	PIPE PVC 6IN SEWER	89.000	LF	\$140.00	\$12,460.00
724	5050	PIPE PVC 8IN SEWER	519.000	LF	\$245.00	\$127,155.00
724	5100	PIPE PVC 10IN SEWER	179.000	LF	\$255.00	\$45,645.00
724	5150	PIPE PVC 12IN SEWER	560.000	LF	\$260.00	\$145,600.00
724	5160	PIPE PVC 18IN SEWER	183.000	LF	\$1,100.00	\$201,300.00
724	7031	2IN CURB STOP & BOX	1.000	EA	\$1,570.00	\$1,570.00

Subtotal

\$1,606,806.72

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Bid Opening Date: 2/6/2026

North Dakota **FEDERAL AID**

Project Number: TMA-SU-8-984(180)

PCN: 24150

Job Number: 24150

English/Metric: ENGLISH

Eng and Contg	\$0.00
Total	\$1,606,806.72

Length **0.2870 Miles**

Estimated Cost	<u>Construction</u>	
	\$1,606,806.72	
TMASU FARGO CITY FUNDS	100.00%	\$1,606,806.72

Summary for Project

Length **0.2870 Miles** CASS **0.2870 Miles**

Estimated Total Construction Cost:	<u>Construction</u>	
	\$12,890,310.70	
	\$0.00	

Estimated Total Eng and Contg:

Estimated Cost	<u>Construction</u>	
	\$12,890,310.70	
TMASU FEDERAL FUNDS	\$4,878,064.00	\$4,878,064.00
TMASU FARGO CITY FUNDS	\$8,012,246.70	\$8,012,246.70
	Total	

NDDOT TO MAKE CONTRACTOR PAYMENTS. TMASU FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO \$4,878,064. ANY COSTS OVER THIS LIMITED AMOUNT WILL BE CITY RESPONSIBILITY.

ND DEPARTMENT OF TRANSPORTATION				ABSTRACT OF BIDS RECEIVED								
ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	C.C. CHECK	RANK 00	BIDDER ENGINEERS ESTIMATE	BIDDER REEDE CONSTRUCTION I NC	BIDDER DAKOTA UNDERGROUND C OMPANY	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103 CONTRACT BOND	L SUM	1000	71000000	71000000		54492000	54492000	60000000	60000000		60000000	60000000
108 CRITICAL PATH METHOD SCHEDULE	L SUM	1000	15000000	15000000		50000000	50000000	50000000	50000000		50000000	50000000
201 REMOVAL OF TREES 10IN	EA	11900	800000	880000		325000	35000	357500	500000		500000	550000
202 REMOVAL OF PAVEMENT	TON	6536000	40000	26140000		118000	118000	46810600	80000		80000	31736000
202 REMOVAL OF PIPE ALL TYPES AND SIZES	LF	3967000	60000	23802000		24309000	24309000	48600000	55000000		55000000	11000000
202 REMOVAL OF MANHOLES	EA	20000	250000	5000000		1400000	675000	13550000	28000000		28000000	5600000
202 REMOVAL OF CATCH BASIN	EA	20000	700000	3000000		6400000	6400000	6400000	6500000		6500000	6500000
202 REMOVAL OF LIFT STATION	LF	1000	30000000	106352000		18000	1594800	85000	7531000		7531000	2200000
202ACP WATERMAIN REMOVAL	CY	1100000	20000	2200000		21000	2310000	20000	41450000		41450000	2000000
203 COMMON EXCAVATION-TYPE A	CY	829000	40000	3316000		43000	3564700	50000	12220000		12220000	1750000
203 TOPSOIL	CY	611000	25000	15275000		32000	19552000	20000	4900000		4900000	70000
203 COMMON EXCAVATION-WASTE	CY	700000	25000	1750000		27900	1890000	25000	898000		898000	220000
203 COMMON EXCAVATION-SUBCUT	CY	700000	75000	5250000		75000	5250000	70000	5250000		5250000	744000
203 SUBCUT AGGREGATE	M GAL	449000	20000	898000		22000	987800	20000	300000		300000	345000
216 WATER	STA	15000	350000	5250000		2370900	3555000	3500000	3500000		3500000	485100
230 SUBGRADE PREPARATION-TYPE A-12IN	ACRE	1150	8000000	9200000		10000000	1150000	3000000	3000000		3000000	429600
251 SEEDING CLASS III	ACRE	126000	30000	378000		70000	882000	38500	43890		43890	744000
251 WATER - SEEDING	ACRE	1330	30000	39900		150000	19950	330000	330000		330000	429600
251 TEMPORARY COVER CROP	ACRE	2480	4500000	1116000		3400000	843200	3000000	3000000		3000000	14966800
253 HYDRAULIC MULCH	LF	716000	4500	322200		4000	286400	6000	716000		716000	1700000
261 FIBER ROLLS 12IN	LF	716000	1500	107400		750	53700	1000	36448000		36448000	80000
261 REMOVE FIBER ROLLS 12IN	TON	340000	40000	1360000		43000	1462000	50000	1700000		1700000	9000000
302 TRAFFIC SERVICE AGGREGATE	CY	4556000	70000	31892000		75000	3417000	50000	500000		500000	500000
302 SALVAGED BASE COURSE	CY	100000	35000	350000		95000	950000	360000	360000		360000	9000000
302 TYPE II PIPE BEDDING	TON	250000	400000	10000000		250000	16250000	136000	14966800		14966800	13000000
430 COMMERCIAL GRADE HOT MIX ASPHALT	SY	1100000	120000	132060000		150000	17050000	13000000	13000000		13000000	13000000
55010 IN NON REINF CONCRETE PVHT CL AE-DOWELED	L SUM	1000	100000000	100000000		61000	7686000	60000	7560000		7560000	7560000
702 MOBILIZATION	MHR	126000	55000	693000		2600	918000	2850	1006335		1006335	583000
704 FLAGGING	UNIT	3531000	7000	2471700		50000	530000	55000	85000		85000	110500
704 TRAFFIC CONTROL SIGNS	EA	108000	165000	1749000		50000	97500	200000	200000		200000	220000
704 TYPE III BARRICADE	EA	13000	120000	156000		75000	650000	300000	330000		330000	1191300
704 SIDEWALK BARRICADE	LF	100000	50000	500000		65000	1083000	150000	150000		150000	150000
704 PEDESTRIAN WALKWAY	EA	361000	45000	1624500		30000	125000	30000	165000		165000	495000
704 DELINEATOR DRUMS	EA	5000	10000	5000		25000	45000	160000	160000		160000	1160000
704 TUBULAR MARKERS	EA	3000	200000	600000		150000	100000	550000	550000		550000	1100000
704 SEQUENCING ARROW PANEL-TYPE C	EA	2000	600000	120000		500000	1380000	5100000	5100000		5100000	1550000
704 TEMPORARY CURB RAMP	EA	3000	500000	1500000		4600000	3800000	4000000	4000000		4000000	4000000
704 PORTABLE CHANGEABLE MESSAGE SIGN	EA	1000	3000000	3000000		3800000	3800000	4000000	4000000		4000000	4000000
706 FIELD OFFICE	EA	58000	225000	1305000		196000	1136800	200000	1160000		1160000	290000
708 INLET PROTECTION-SPECIAL	EA	58000	25000	145000		20000	2613000	4000	5226000		5226000	8551000
708 REMOVE INLET PROTECTION-SPECIAL	EA	58000	25000	145000		2000	7545000	170000	1060000		1060000	2310000
709 GEOSYNTHETIC MATERIAL TYPE G	SY	13065000	5000	6532500		2000	1485000	170000	1530000		1530000	1060000
714 PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	503000	160000	8048000		150000	660000	265000	265000		265000	2520000
714 PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	90000	190000	1710000		165000	1295000	330000	330000		330000	2310000
714 PIPE CONC REINF 21IN CL III-STORM DRAIN	LF	40000	220000	880000		185000	1295000	350000	350000		350000	2520000
714 PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	70000	240000	1680000		235000	1692000					
714 PIPE CONC REINF 27IN CL III-STORM DRAIN	LF	72000	300000	2160000		235000						

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director for Engineering:

AWARD TO:

REEDE CONSTRUCTION INC

30

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director for Engineering

ND DEPARTMENT OF TRANSPORTATION										ABSTRACT OF BIDS RECEIVED							
PROJECT NO. TMA-SU-8-984(180)				SHEET NO. 2 OF 3		BIDDER REEDE CONSTRUCTION INC		BIDDER DAKOTA UNDERGROUND COMPANY		ITEM DESCRIPTION							
COUNTY & DATE	CASS (017)	FEB 06, 2026 09:30AM				NO. 24150 BIDDER ENGINEERS ESTIMATE		ABERDEEN, SD		FARGO, ND							
LENGTH & TYPE	0.287	FARGO 32ND AVE (15TH ST TO RED RIVER)				COMPLETION TIME 11/06/26 GRADING, SALVAGED BASE COURSE, PCC PAV		C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02					
ITEM	DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT		
714 PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	60000	550000	3300000	280000	1680000	425000	2550000									
714 PIPE CONC REINF 35IN CL III-STORM DRAIN	LF	6000	60000	360000	690000	414000	785000	471000									
714 PIPE CONC REINF 42IN CL III-STORM DRAIN	LF	28000	70000	1960000	450000	1260000	900000	2520000									
714 PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	64000	80000	5120000	500000	3200000	625000	4000000									
714 PIPE CONC REINF 60IN CL III-STORM DRAIN	LF	183000	100000	18300000	1250000	22875000	1700000	31110000									
714 PIPE CONC REINF 78IN CL III-STORM DRAIN	LF	1444000	1260000	181944000	1700000	245480000	1700000	245480000									
714 PIPE PVC 18IN	LF	21000	40000	840000	210000	461000	260000	546000									
714 INSTALL PIPE-ALL TYPES & SIZES	LF	6000	20000	120000	130000	78000	200000	120000									
714 PLUG PIPE-ALL TYPES & SIZES	EA	2000	150000	300000	150000	30000	250000	500000									
714 EDGEDRAIN NON PERMEABLE BASE	LF	3714000	15000	5571000	10000	3714000	16000	5942400									
722 SADDLE MANHOLE	EA	3000	1600000	4800000	1950000	5850000	1400000	4200000									
722 MANHOLE 48IN	EA	2000	750000	1500000	735000	1470000	850000	1700000									
722 MANHOLE 60IN	EA	1000	1000000	1000000	1100000	1100000	950000	950000									
722 MANHOLE 96IN	EA	7000	3000000	21000000	3900000	27300000	3600000	25200000									
722 MANHOLE 120IN	EA	5000	4000000	20000000	6500000	32500000	5000000	25000000									
722 MANHOLE SANITARY	EA	11000	1600000	17600000	10400000	11440000	6100000	6710000									
722 MANHOLE SPECIAL	EA	2000	5000000	10000000	10500000	21000000	6900000	13800000									
722 SANITARY MANHOLE REPAIR	EA	11000	1500000	16500000	2850000	3135000	5450000	5950000									
722 INLET-TYPE 2	EA	10000	450000	4500000	4800000	4800000	4700000	4700000									
722 INLET-TYPE 2 DOUBLE	EA	6000	700000	4200000	820000	4920000	750000	4500000									
722 INLET SPECIAL-TYPE 2 72IN	EA	10000	1400000	1400000	1420000	1420000	1260000	1260000									
722 INLET SPECIAL-TYPE 2 84IN	EA	10000	1800000	1800000	1950000	1950000	1500000	1500000									
722 INLET CATCH BASIN	EA	3000	450000	1350000	4650000	1395000	3000000	900000									
722 ADJUST INLET	EA	10000	100000	100000	110000	110000	200000	200000									
724 FITTINGS-DUCTILE IRON	LBS	3449000	20000	6898000	30000	10347000	25000	8622500									
724 REMOVE GATE VALVE & BOX	EA	13000	700000	910000	554000	720200	750000	975000									
724 GATE VALVE & BOX 6IN	EA	4000	300000	1200000	2500000	1000000	3800000	1520000									
724 GATE VALVE & BOX 8IN	EA	1000	500000	500000	3250000	325000	4600000	4600000									
724 GATE VALVE & BOX 12IN	EA	2000	400000	800000	550000	1100000	770000	1540000									
724 GATE VALVE & BOX 10IN	EA	1000	480000	480000	460000	460000	670000	670000									
724 HYDRANT-INSTALL 5IN	EA	3000	790000	2370000	800000	2400000	950000	2850000									
724 REMOVE HYDRANT	EA	3000	1000000	3000000	1100000	3300000	1000000	3000000									
724 WATER SERVICE LINE 2IN	LF	10000	275000	275000	72900	72900	25000	25000									
724 TEMPORARY WATER SERVICE	LF	1000	7500000	7500000	1110000	1110000	7500000	7500000									
724 WATERMAIN 6IN PVC	LF	81000	130000	1053000	125000	1012500	170000	1377000									
724 WATERMAIN 8IN PVC	LF	127000	160000	2032000	140000	1778000	290000	3683000									
724 WATERMAIN 10IN PVC	LF	108000	170000	1836000	165000	1782000	300000	3240000									
724 WATERMAIN 12IN PVC	LF	109000	180000	1962000	185000	2016500	310000	3379000									
724 WATERMAIN 16IN PVC	LF	895000	225000	20137500	190000	17005000	270000	24165000									
724 WATER SERVICE CONNECTION 2IN	EA	1000	270000	270000	1400000	1400000	2000000	2000000									
724 SANITARY SEWER SERVICE CONNECTION	EA	2000	350000	700000	535000	1070000	1000000	2000000									
724 PIPE PVC 6IN SEWER	LF	89000	200000	1780000	140000	1246000	325000	2892500									
724 PIPE PVC 8IN SEWER	LF	519000	250000	12975000	245000	12715500	380000	19722000									
724 PIPE PVC 10IN SEWER	LF	179000	300000	5370000	255000	4564500	385000	6891500									
724 PIPE PVC 12IN SEWER	LF	560000	350000	1960000	260000	14560000	365000	20440000									
724 PIPE PVC 18IN SEWER	LF	183000	400000	7320000	1100000	20150000	1100000	20130000									
724 2IN CURB STOP & BOX	EA	1000	250000	250000	1570000	1570000	2000000	2000000									

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering

31

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				ABSTRACT OF BIDS RECEIVED							
PROJECT NO.	THA-SU-8-984(180)	NO. 24150	SHEET NO 3 OF 3	BIDDER ENGINEERS ESTIMATE	BIDDER REEDE CONSTRUCTION INC	BIDDER DAKOTA UNDERGROUND COMPANY					
COUNTY & DATE	CASS (017)	FEB 06, 2026 09:30AM		ABERDEEN, SD		FARGO, ND					
LENGTH & TYPE	0.287	FARGO 32ND AVE (15TH ST TO RED RIVER)		c.c. BOND		c.c. BOND					
COMPLETION TIME	11/06/26	GRADING, SALVAGED BASE COURSE, PCC PAV		RANK 00	RANK 01	RANK 02					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
748CURB & GUTTER-TYPE I	LF	1366000	30000	4098000	45000	6147000	45000	45000	6147000		
748CURB & GUTTER-TYPE I 30IN	LF	3688000	35000	12908000	45000	16596000	45000	45000	16596000		
748CURB-TYPE I	LF	34000	120000	408000	45000	204000	94000	94000	319600		
750PIGMENTED IMPRINTED CONCRETE	SY	777000	200000	15540000	190000	14763000	203000	15773100			
750SIDEWALK CONCRETE 5IN REINF	SY	2350000	70000	16450000	95000	22325000	75000	17625000			
750SIDEWALK CONCRETE 6IN	SY	181000	75000	13575000	85000	1538500	77000	1393700			
750CONCRETE MEDIAN NOSE PAVING	SY	35000	200000	700000	175000	612500	250000	250000	875000		
750DRIVEWAY CONCRETE	SY	403000	100000	4030000	100000	4030000	85000	85000	3425000		
750DETECTABLE WARNING PANELS	SF	322000	65000	2093000	40000	1288000	66000	66000	2125200		
752TEMPORARY SAFETY FENCE	LF	600000	6000	360000	5500	330000	5000	5000	300000		
754FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	125600	40000	5024000	26000	326560	29000	364240			
754FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	175000	40000	700000	30000	525000	33000	33000	577500		
754FLEXIBLE DELINEATORS	EA	6000	100000	60000	133000	79800	150000	150000	90000		
754STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	338000	20000	676000	16000	5408000	17500	17500	591500		
754RESET SIGN PANEL	EA	3000	100000	30000	40900	12000	44000	44000	13200		
762EPOXY PVMT MK MESSAGE	SF	255000	20000	510000	25000	637500	27500	27500	701250		
762PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	678000	40000	2712000	45000	3051000	49500	49500	3356100		
762SHORT TERM MESSAGE-TYPE R	SF	32000	70000	224000	20000	64000	20000	20000	64000		
762METHYL METHACRYLATE PVMT MK 8IN LINE	LF	40000	30000	120000	100000	400000	110000	110000	440000		
762METHYL METHACRYLATE MK 16IN LINE	LF	261000	40000	1044000	60000	1566000	66000	66000	1722600		
762METHYL METHACRYLATE PVMT MK 24IN LINE	LF	890000	50000	4450000	80000	7120000	88000	88000	7832000		
762PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	1746000	10000	1746000	8000	1396800	8800	8800	1536480		
762PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	2988000	15000	4482000	14000	4183200	15400	15400	4601920		
762PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	LF	120000	15000	180000	15000	180000	16500	16500	198000		
770LIGHTING SYSTEM	EA	1000	27500000	27500000	100000000	100000000	126000000	126000000	126000000	126000000	
770TEMPORARY LIGHTING SYSTEM	EA	1000	750000	75000	1100000	1100000	2750000	2750000	2750000	2750000	
770REMOVE LIGHTING SYSTEM	EA	1000	3500000	3500000	21000000	2100000	2310000	2310000	2310000	2310000	
772IT SYSTEM	EA	1000	6500000	6500000	123000000	12300000	13530000	13530000	13530000	13530000	
772TRAFFIC SIGNAL SYSTEM - SITE 1	EA	1000	35000000	35000000	595000000	595000000	52800000	52800000	52800000	52800000	
772TRAFFIC SIGNAL SYSTEM - SITE 2	EA	2000	5000000	1000000	5310900	1062000	800000	800000	1600000	1600000	
910PIPE JOINT REPAIR	EA	1000	20000000	20000000	16500000	1650000	850000	850000	850000	850000	
970LANDSCAPING APPURTENANCES	LY SUM	1000	150000	210000	160000	224000	150000	150000	210000		
970WOOD MULCH	CY	14000	1000000	2000000	2250000	450000	3212000	3212000	642400		
970BENCH	EA	2000	1000000	1200000	350000	420000	1375000	1375000	1650000		
970REPLANT TREES	EA	12000	1000000	1200000	710000	142000	880000	880000	176000		
970AUTUMN SPLendor BUCKEY	EA	1000	900000	90000	600000	60000	725000	725000	725000		
970AMUR CHOKECHERRY	EA	3000	1000000	300000	670000	201000	853000	853000	255900		
970COMMON HACKBERRY	EA	1000	1200000	1200000	700000	700000	880000	880000	880000		
970IVORY SILK LILAC	EA	1000	1000000	1000000	654000	654000	781000	781000	781000		
970HARVEST GOLD LINDEN	EA	1000	1200000	1200000	740000	740000	781000	781000	781000		
970PRINCETON ELM	EA	3000	900000	270000	622000	186600	732000	732000	219600		
970DAYLILIES-CONTAINER	EA	484000	45000	2178000	25000	1210000	41000	41000	1984400		
TOTAL				1051257600		1289031070			1382638715		
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION				AWARD TO:	REEDDE CONSTRUCTION INC	WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.					
Deputy Director For Engineering:				DATE OF AWARD		DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering					
32											

11

February 11, 2026

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

**Re: Memorandum of Offer to Landowner
Temporary Easement – Project #QN-23-B**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Project #QN-23-B. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Forum Communications Company** in association with Project #QN-23-B and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Christine Goldader
Kasey McNary

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project QN-23-B	County Cass	Parcel(s) 01-3680-00010-000
Landowner Forum Communications Company		
Mailing Address 101 5 ST N Fargo, ND 58102		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 8,233.00 as full compensation for the fee and/or temporary taking of theforesaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	8,233.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	8,233.00

*Description of Damages to Remainder are as follows:



Owner Signature

Signature hereby constitutes acceptance of offer as presented above.



Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo



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

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **FORUM COMMUNICATIONS COMPANY**, a North Dakota corporation successor by merger to WDAY, Inc., whose address is 101 N 5th Street, Fargo, ND 58102, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 1, Block 1, WDAY Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 1; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 141.79 feet to the true point of beginning; thence continue North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 150.46 feet to an angle point on the northerly line of said Lot 1; thence North 03°50'26" West, along the northerly line of said Lot 1, for a distance of 15.00 feet to a point of intersection with a line lying 20.00 feet southerly of and being parallel with the northerly line of said Lot 1; thence North 86°09'34" East, along said line, for a distance of 117.51 feet; thence South 03°50'26" East for a distance of 70.00 feet; thence South 86°09'34" West for a distance of 95.62 feet; thence North 76°08'28" West for a distance of 180.91 feet to the true point of beginning.

Said tract contains 11,762 square feet, more or less.

The easement area is pictorially represented on the attached Exhibit A.

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

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

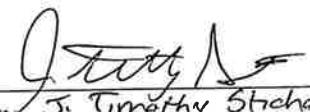
This Easement shall begin on September 1, 2026, and shall terminate on June 1, 2028.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 9 day of February, 2026.

GRANTOR:

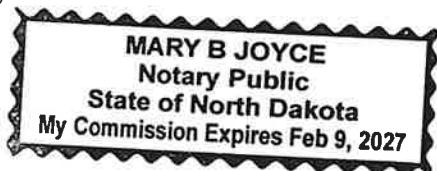
Forum Communications Company


By: J. Timothy Sticha
Its: CFO

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 9 day of February, 2026, before me a notary public in and for said county and state, personally appeared J. Timothy Sticha, known to me to be the CFO of the Forum Communications Company, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)




Notary Public
My Commission Expires: February 9, 2027

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)

)

COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires:

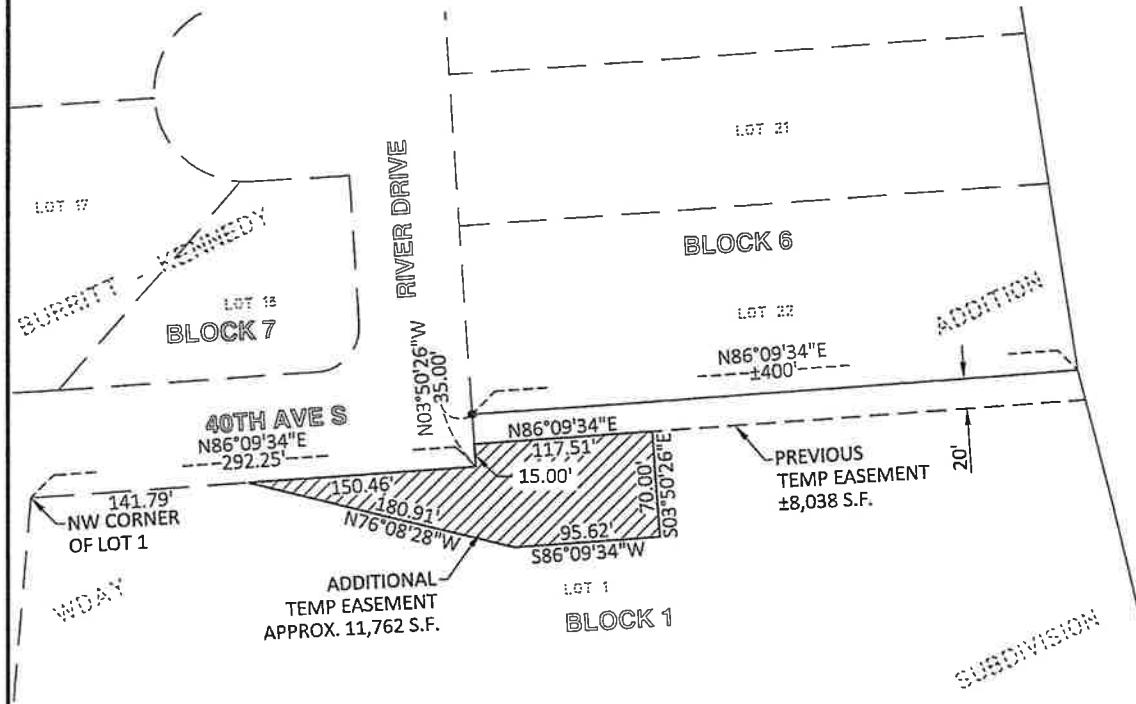
The legal description was prepared by:

James A. Schlieman (LS-6086)
Professional Land Surveyor
Houston Engineering
1401 21st Ave N
Fargo ND 58102
(701) 237-5065

This document prepared by:

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

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

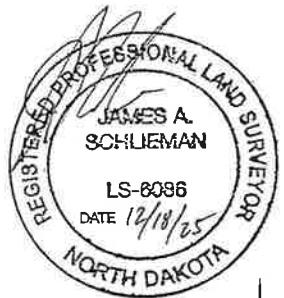


Description - (Temporary Easement):

That part of Lot 1, Block 1, WDAY Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 1; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 141.79 feet to the true point of beginning; thence continue North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 150.46 feet to an angle point on the northerly line of said Lot 1; thence North 03°50'26" West, along the northerly line of said Lot 1, for a distance of 15.00 feet to a point of intersection with a line lying 20.00 feet southerly of and being parallel with the northerly line of said Lot 1; thence North 86°09'34" East, along said line, for a distance of 117.51 feet; thence South 03°50'26" East for a distance of 70.00 feet; thence South 86°09'34" West for a distance of 95.62 feet; thence North 76°08'28" West for a distance of 180.91 feet to the true point of beginning.

Said tract contains 11,762 square feet, more or less.



Scale: 1" = 100'

NOTE: BEARINGS SHOWN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
TEMPORARY EASEMENT

•
S59°27'46"E
105.00'
/ / / / / / / /

ADDITIONAL TEMP ESMT

PROJECT NO.
6019-0141

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(13)

Improvement District No. BN-24-B1

Type: Electrical Services

Location: Interstate Business District

Date of Hearing: 2/9/2026

<u>Routing</u>	<u>Date</u>
City Commission	2/17/2026
PWPEC File	X
Project File	Tyler Jacobs

The Committee reviewed a communication from Project Manager, Tyler Jacobs, regarding Cass County Electric's (CCEC) new power service line related to Improvement District No. BN-24-B1.

The new development needed a new electrical service to power the Street Light Feed Point located at 4550 44th Street North. CCEC has provided a cost of \$19,277.00 to bring the new electrical service. Cost is 100% Special Assessed.

On a motion by Ben Dow, seconded by Susan Thompson, the Committee voted to recommend approval of payment to Cass County Electric Cooperative in the amount of \$19,277.00 for the new electrical service for Improvement District BN-24-B1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve payment in the amount of \$19,277.00 to Cass County Electric Cooperative for the new electrical service to the Street Light Feed Point for Improvement District No. BN-24-B1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Tyler Jacobs, Project Manager
Date: February 4, 2026
Re: Improvement District No. BN-24-B1 – Street Light Feed Point Service

Background:

Improvement District No. BN-24-B1 is for the installation of underground utilities and concrete paving in the Interstate Business District located north of 40th Avenue North and east of 45th Street North.

This new development needed a new electrical service to power the Street Light Feed Point located at 4550 44th Street North. Cass County Electric Cooperative (CCEC) has provided a cost of \$19,277 to bring a new power service line to the feed point.

Recommended Motion:

Approve the cost of \$19,277 to CCEC to establish a new electrical service to the Street Light Feed Point in the Interstate Business District.

Source of Funding: 100% Special Assessments

TMJ/klb
Attachment



Cass County Electric Cooperative
701-356-4400 or 800-248-3292
4100 32nd Ave. S.
Fargo, ND 58104

INVOICE: 45941

Invoice Date: 10/13/2025
Terms: NET DUE
Due Date: 11/12/2025
Amount Due: \$ 19,277.00

FARGO CITY OF
AUDITOR'S OFFICE
PO BOX 2083
FARGO ND 58107-2083

Account: 2551	Description: Aid to Construction- new service to street light feedpoint at 4550 44 St N.				Page 1 of 1
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION Transformer Charge; \$25 per kVA.	25.000	EA	25.0000	625.00	
AID TO CONSTRUCTION Amperage Connect Fee	1.000	EA	400.0000	400.00	
AID TO CONSTRUCTION Line Extension Fee	1.000	EA	18,252.0000	18,252.00	
MESSAGES					
				Subtotal: \$ 19,277.00	
				Tax: \$ 0.00	
				Total: \$ 19,277.00	
				Amount Paid: \$ 0.00	
				Amount Due: \$ 19,277.00	

RETURN BOTTOM PORTION WITH PAYMENT



Cass County Electric Cooperative
701-356-4400 or 800-248-3292
4100 32nd Ave. S.
Fargo, ND 58104

Account: 2551
Invoice: 45941
Due Date: 11/12/2025
Amount Due: \$ 19,277.00

Amount Of Payment: _____

Remit To:

CASS COUNTY ELECTRIC CO-OP INC
4100 32ND AVE S
FARGO ND 58104

FARGO CITY OF
AUDITOR'S OFFICE
PO BOX 2083
FARGO ND 58107-2083

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Improvement District No. BN-25-E1

Type: Electrical Services

Location: Selkirk 3rd Addition

Date of Hearing: 2/9/2026

<u>Routing</u>	<u>Date</u>
City Commission	2/17/2026
PWPEC File	X
Project File	Tyler Jacobs

The Committee reviewed a communication from Project Manager, Tyler Jacobs, regarding Cass County Electric's (CCEC) new power service line related to Improvement District No. BN-25-E1.

The new development needed a new electrical service to power the Street Light Feed Point. CCEC has provided a cost of \$6,350.12 to bring the new electrical service. The cost is 100% Special Assessed.

On a motion by Gary Lorenz, seconded by Susan Thompson, the Committee voted to recommend approval of payment to Cass County Electric Cooperative in the amount of \$6,350.12 for the new electrical service for Improvement District BN-25-E1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve payment in the amount of \$6,350.12 to Cass County Electric Cooperative for the new electrical service to the Street Light Feed Point for Improvement District No. BN-25-E1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Tyler Jacobs, Project Manager
Date: February 4, 2026
Re: Improvement District No. BN-25-E1 – Street Light Feed Point Service

Background:

Improvement District No. BN-25-E1 is for the installation of underground utilities and asphalt paving in the Selkirk 3rd Addition.

This new development needed a new electrical service to power the Street Light Feed Point. Cass County Electric Cooperative (CCEC) has provided a cost of \$6,350.12 to bring a new power service line to the feed point.

Recommended Motion:

Approve the cost of \$6,350.12 to CCEC to establish a new electrical service to the Street Light Feed Point in the Selkirk 3rd Addition.

Source of Funding: 100% Special Assessments.

TMJ/kb
Attachment



Cass County Electric Cooperative
701-356-4400 or 800-248-3292
4100 32nd Ave. S.
Fargo, ND 58104

INVOICE: 46194

Invoice Date: 11/25/2025
Terms: NET DUE
Due Date: 12/25/2025
Amount Due: \$ 6,350.12

FARGO CITY OF
AUDITOR'S OFFICE
PO BOX 2083
FARGO ND 58107-2083

Account: 2551 Description: Aid to Construction- Streetlight feedpoint Selkirk 3rd Addition						Page 1 of 1
DESCRIPTION		QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION New metered service		1.000	EA	400.0000	400.00	
AID TO CONSTRUCTION Labor & materials		1.000	EA	5,950.1200	5,950.12	
MESSAGES						
Subtotal: \$ 6,350.12						
Tax: \$ 0.00						
Total: \$ 6,350.12						
Amount Paid: \$ 0.00						
Amount Due: \$ 6,350.12						

RETURN BOTTOM PORTION WITH PAYMENT



Cass County Electric Cooperative
701-356-4400 or 800-248-3292
4100 32nd Ave. S.
Fargo, ND 58104

Account: 2551
Invoice: 46194
Due Date: 12/25/2025
Amount Due: \$ 6,350.12
Amount Of Payment: _____

Remit To:

CASS COUNTY ELECTRIC CO-OP INC
4100 32ND AVE S
FARGO ND 58104

FARGO CITY OF
AUDITOR'S OFFICE
PO BOX 2083
FARGO ND 58107-2083

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(15)

Improvement District No. BN-25-E1

Type: Change Order #3

Location: Selkirk Place Third Addition

Date of Hearing: 2/9/2026

<u>Routing</u>	<u>Date</u>
City Commission	2/17/2026
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed a communication from Project Manager, Will Bayuk, regarding Change Order #3 in the amount of \$76,149.00 for additional work.

Staff is seeking approval of Change Order #3 in the amount of \$76,149.00, which increases the total contract amount to \$6,660,161.59.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #3 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$76,149.00, bringing the total contract amount to \$6,660,161.59, to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Will Bayuk, PE, Project Manager
Date: February 3, 2026
Re: Improvement District No. BN-25-E1 – Change Order #3

Background:

Improvement District No. BN-25-E1 is for the new construction of underground utilities, asphalt pavement, box culvert drain crossing, regional detention pond, and incidentals for Selkirk Place 3rd Addition, on 67th Avenue South from 150 feet east of 32nd Street to 28th Street, on 69th Avenue South from 150 feet west of Belding Drive to 30th Street, on Belding Drive South from 67th Avenue to 69th Avenue, on 32nd Street South from 67th Avenue to 69th Avenue, on Selkirk Drive South from 200 feet south of 66th Avenue to 69th Avenue, and on 30th Street South from 67th Avenue to 69th Avenue.

Dakota Underground is the Prime Contractor on this project.

I am writing to seek your approval for the attached Change Order #3, which details modifications to the bid items due to unforeseen circumstances the Contractor encountered during construction.

Details of Change Order:

During construction of the project, it was determined that there was not enough topsoil and clay material on site to build up the boulevards to the proposed elevations. The Contractor was required to haul the necessary extra material from an adjacent stockpile to fill the boulevards.

Summary of Changes:

Bid Items Added					
Container	Item	Unit	Quantity	Unit Price	CO Amount
67th Ave S - Paving	Topsoil - Haul	CY	8,461.00	\$9.00	\$76,149.00
Change Order #3 Total					\$76,149.00

Recommended Motion:

I recommend the approval of Change Order #3 in the amount of \$76,149.00 Dakota Underground Inc.

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-25-E1
SELKIRK PLACE 3RD ADDITION



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

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

EXPLANATION OF CHANGE Change Order # 3

Extra Topsoil Haul from West Stockpile

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 3	46	Topsoil - Haul	CY	0	0	0	8461	8461	\$9.00	\$76,149.00

Change Order 3 Sub Total **\$76,149.00**

<u>Summary</u>	Special Assessment, Developer Funded
Source Of Funding	\$76,149.00
Net Amount Change Order # 3 (\$)	\$184,968.88
Previous Change Orders (\$)	\$6,399,043.71
Original Contract Amount (\$)	\$ 6,660,161.59
Total Contract Amount (\$)	

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

APPROVED
For Contractor
Title

Jared Heller
Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest

Tice

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

16

Improvement District No. UR-24-F1

Type: Negative Final Balancing Change Order #2

Location: 20th Ave N – 25th Ave N, 3rd St - Bdwy

Date of Hearing: 2/9/2026

<u>Routing</u>	<u>Date</u>
City Commission	2/17/2026
PWPEC File	X
Project File	Shane Geraghty

The Committee reviewed a communication from Project Manager, Shane Geraghty, regarding Negative Final Balancing Change Order #2 in the amount of -\$199,289.10, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #2 in the amount of -\$199,289.10, which brings the total contract amount to \$1,650,769.97 to Municipal Pipe Tool Company.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Municipal Pipe Tool Company.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -\$199,289.10, bringing the total contract amount to \$1,650,769.97 to Municipal Pipe Tool Company.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

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

ATTEST:



Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Shane Geraghty *PE*, Project Manager
Date: February 9, 2026
Re: Improvement District No. UR-24-F1 – Negative Final Balancing Change Order #2

Background:

Improvement District No. UR-24-F1 is for the lining of the sanitary sewer main and sanitary sewer services on from 20th Avenue North to 25th Avenue North between 3rd Street and Broadway.

Municipal Pipe Tool is the Prime Contractor on this project.

Final Balancing Change Order #2 in the amount of \$-189,040.00 reconciles the final quantities for the project. The reduction in cost is primarily due to unused bid purpose items after field conditions determined they would not be necessary.

Original Contract:	\$1,819,337.31
Change Order #1	\$ -10,249.10
Change Order #2 (FBCO)	\$ -189,040.00
Total Contract:	\$1,650,337.31

Recommended Motion:

Approval of the Negative Final Balancing Change Order #2 in the amount of \$-189,040.00 for Improvement District No. UR-24-F1.

Attachment



CHANGE ORDER REPORT
SANITARY SEWER LINING
IMPROVEMENT DISTRICT NO. UR-24-F1
20TH AVE N THROUGH 25TH AVE N, BROADWAY THROUGH 2ND ST N

Page 73

Final Balancing
Change Order

Change Order No
Contractor

2
Municipal Pipe Tool Company

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	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	2	Reconnect Sewer Service	EA	300	300	-6	294	\$3,380.00	-\$20,280.00
	4	Repair Manhole Floor & Invert	EA	14	14	-10	4	\$2,080.00	-\$20,800.00
	5	Spot Repair Pipe w/GB	EA	5	5	-3	2	\$36,400.00	-\$109,200.00
	6	Repair Manhole - Complete Rehab	EA	6	6	-6	0	\$5,200.00	-\$31,200.00
	7	F&I Pipe Liner 6" Dia 6 mm CIPP	LF	4730	4730	-480	4250	\$15.75	-\$7,560.00
								Sanitary Sewer Sub Total	-\$189,040.00
Change Order 1	8	Repair Pipe 15" Dia	EA	-6.800000000000001	36	36	-6.8	29.2	\$454.86
	11	F&I Pipe Liner 12" Dia Gravity CIPP	LF	-82.5	320	320	-82.5	237.5	\$86.74
								Change Order 1 Sub Total	-\$10,249.10

<u>Summary</u>
Source Of Funding
Net Amount Change Order # 2 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Special Assessments, Prairie Dog Bucket 2, Wastewater Utility Fund
-\$199,289.10
\$30,721.76
\$1,819,337.31
\$1,650,769.97

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

APPROVED	Sharon Washkat	APPROVED DATE
For Contractor	Municipal Pipe Tool Co., LLC	Department Head
Title	COO	Mayor
		Attest

APPROVED
For Contractor
Title

Tee

COVER SHEET
CITY OF FARGO PROJECTS

11

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:

Alley Paving

Improvement

District No. AN-26-A

Call For Bids	<u>February 17</u>	, <u>2026</u>
Advertise Dates	<u>February 25 & March 4</u>	, <u>2026</u>
Bid Opening Date	<u>March 25</u>	, <u>2026</u>
Substantial Completion Date	<u>September 25</u>	, <u>2026</u>
Final Completion Date	<u>October 9</u>	, <u>2026</u>

N/A

PWPEC Report (Part of 2026 CIP)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

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

X

Notice to Property Owners (Special Assessments)

N/A

Supplemental Funding Language Included

Project Engineer

Jeremy Engquist

Phone No.

(701) 241-1545

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

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)

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. AN-26-A

ALLEY PAVING

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That the Board of City Commissioners deems it expedient that Improvement District No. AN-26-A (Alley Paving) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District AN-26-A in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. AN-26-A in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. AN-26-A in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. AN-26-A in the City of Fargo, North Dakota, as required by law; and

WHEREAS, Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered;

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. AN-26-A in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, February 17th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 10th day of February, 2026.

Susan Thompson
City Auditor

(SEAL)



**ENGINEER'S REPORT
ALLEY PAVING
IMPROVEMENT DISTRICT NO. AN-26-A
FROM 15TH AVENUE TO 16TH AVENUE NORTH BETWEEN
4TH STREET AND 5TH STREET NORTH**

Nature & Scope

This project is for the installation of P.C. Concrete Paving and Storm Sewer in the alley from 15th Avenue to 16th Avenue North between 4th Street and 5th Street North in Hogan's Addition.

Purpose

The proposed paving of this alley was initiated by one or more sponsoring property owners gathering signatures on a petition from at least 55% of property owners who have property bordering the alley.

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 benefiting 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

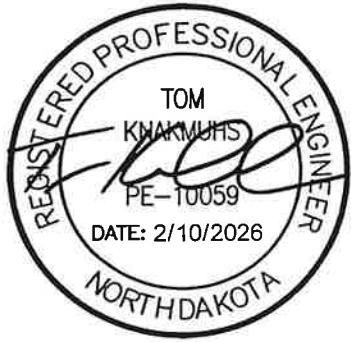
The estimated cost of construction is \$258,671.00. The cost breakdown is as follows:

Special Assessments			
Construction Cost			\$258,671.00
Fees			
Admin	4%		\$10,346.84
Contingency	5%		\$12,933.55
Engineering	10%		\$25,867.10
Interest	4%		\$10,346.84
Legal	3%		\$7,760.13
Total Estimated Cost			\$325,925.46
Funding			
Special Assessments	100.00%		\$325,925.46

Project Funding Summary

Special Assessments	100.00%	\$325,925.46
Total Estimated Project Cost		\$325,925.46

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
ALLEY PAVING
IMPROVEMENT DISTRICT NO. AN-26-A
FROM 15TH AVENUE TO 16TH AVENUE NORTH BETWEEN
4TH STREET AND 5TH STREET NORTH**

LOCATION:

From 15th Avenue to 16th Avenue North between 4th Street and 5th Street North.

COMPRISING:

The district is bounded by 16th Avenue North on the north, 4th Street North on the east, 15th Avenue North on the south, and 5th Street North on the west.

All in Hogans Addition.

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

Please refer to the Special Assessment Boundary Map for the complete list of properties included in the Special Assessment District.

**RESOLUTION DECLARING
ALLEY PAVING
NECESSARY
IMPROVEMENT DISTRICT NO. AN-26-A**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That it be and is hereby declared necessary to construct Alley Paving, Improvement District No. AN-26-A in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said Alley Paving improvement is to be paid from State and Local Funds, and approximately 100.00% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Alley Paving must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, February 17th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 17th day of February, 2026.

40-22-15

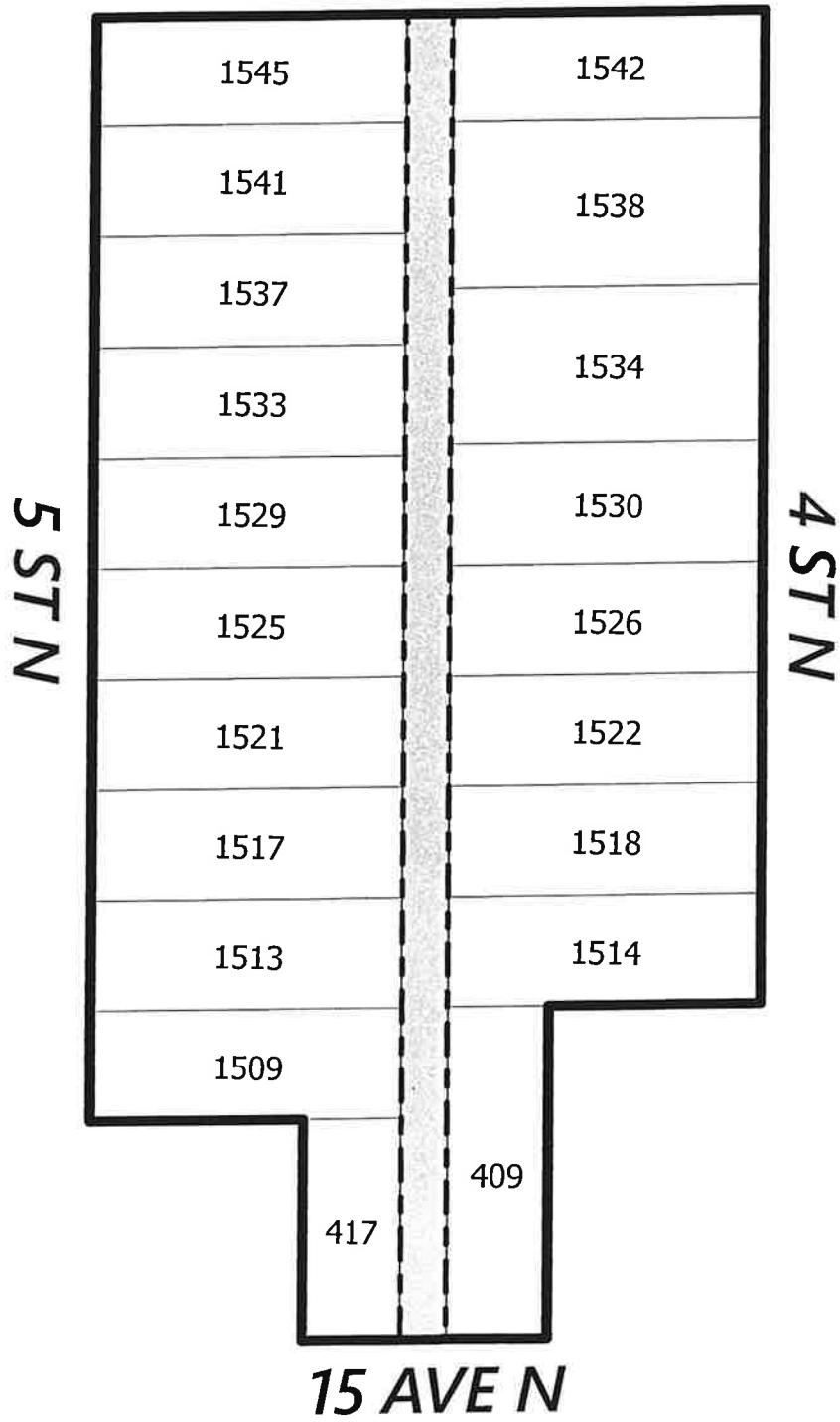
40-22-17

Susan Thompson
City Auditor

(SEAL)

(February 25 and March 4, 2026)

16 AVE N



ALLEY PAVING IMPROVEMENT

SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ALLEY PAVING IMPROVEMENT
IMPROVEMENT DISTRICT NO. AN-26-A

COVER SHEET
CITY OF FARGO PROJECTS

(18)

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-I

Call For Bids	<u>February 17</u>	,	<u>2026</u>
Advertise Dates	<u>February 25 & March 4</u>	,	<u>2026</u>
Bid Opening Date	<u>March 25</u>	,	<u>2026</u>
Substantial Completion Date	<u>August 14</u>	,	<u>2026</u>
Final Completion Date	<u>September 14</u>	,	<u>2026</u>

N/A

PWPEC Report (Part of 2026 CIP)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

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

X

Notice to Property Owners (Special Assessments)

N/A

Supplemental Funding Language Included

Project Engineer

Aaron Edgar

Phone No.

(701) 241-1545

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

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)

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-26-I

PAVING AND UTILITY REHAB/RECONSTRUCTION

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That the Board of City Commissioners deems it expedient that Improvement District No. BR-26-I (Paving and Utility Rehab/Reconstruction) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District BR-26-I in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. BR-26-I in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. BR-26-I in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. BR-26-I in the City of Fargo, North Dakota, as required by law; and

WHEREAS, Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered;

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. BR-26-I in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, February 17th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 11th day of February, 2026.

Susan Thompson
City Auditor

(SEAL)



**ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-I
ON 4TH AVENUE NORTH FROM 29TH STREET TO CASS
COUNTY DRAIN 10.**

Nature & Scope

This project is for the replacement of the concrete pavement, concrete curb & gutter, storm sewer inlets, sidewalks, driveways, and new street lights.

Purpose

The existing ACP water main is in good condition and will remain in place; however, the hydrants are in poor condition and will be replaced. Although the sanitary sewer main is in good condition, the services will be replaced from the main to behind the curb to avoid potential sanitary sewer breaks under the new pavement. Due to the existing street condition, complete pavement reconstruction will be required. This reconstruction will include new curb and gutter, concrete driveway aprons, sidewalks, concrete pavement, and new street lights. The storm sewer will also be upgraded as part of the roadway reconstruction. This project will be funded in accordance with the City of Fargo Special Assessment Policy as a reconstruction project. Case Equipment Corporation has agreed to fund the portion of the project that is typically covered by City funds, which will be assessed to their properties. Therefore, this project will be 100% funded by the benefiting properties.

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 benefiting 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 \$1,288,505.25. The cost breakdown is as follows:

Special Assessment

Construction Cost		\$1,288,505.25
Fees		
Contingency	5%	\$64,425.26
Interest	4%	\$51,540.21
Legal	3%	\$38,655.16
Total Estimated Cost		\$1,443,125.88

Funding

Special Assessments	100.00%	\$1,443,125.88
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Project Funding Summary

Special Assessments	100.00%	\$1,443,125.88
Total Estimated Project Cost		\$1,443,125.88

We believe this project to be cost effective.




Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-I
ON 4TH AVENUE NORTH FROM 29TH STREET TO CASS
COUNTY DRAIN 10**

LOCATION:

On 4th Avenue North from 29th Street to Cass County Drain 10.

COMPRISING:

The area bounded by 1st Avenue North on the south, 29th Street North on the east, 7th Avenue North on the north and 36th Street North on the west.

Please refer to the Special Assessment Boundary Map for all properties included within the Special Assessment District.

**RESOLUTION DECLARING
PAVING AND UTILITY REHAB/RECONSTRUCTION
NECESSARY
IMPROVEMENT DISTRICT NO. BR-26-I**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That it be and is hereby declared necessary to construct Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-I in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said Paving and Utility Rehab/Reconstruction improvement is to be paid from State and Local Funds, and approximately 100.00% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Paving and Utility Rehab/Reconstruction must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, February 17th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 17th day of February, 2026.

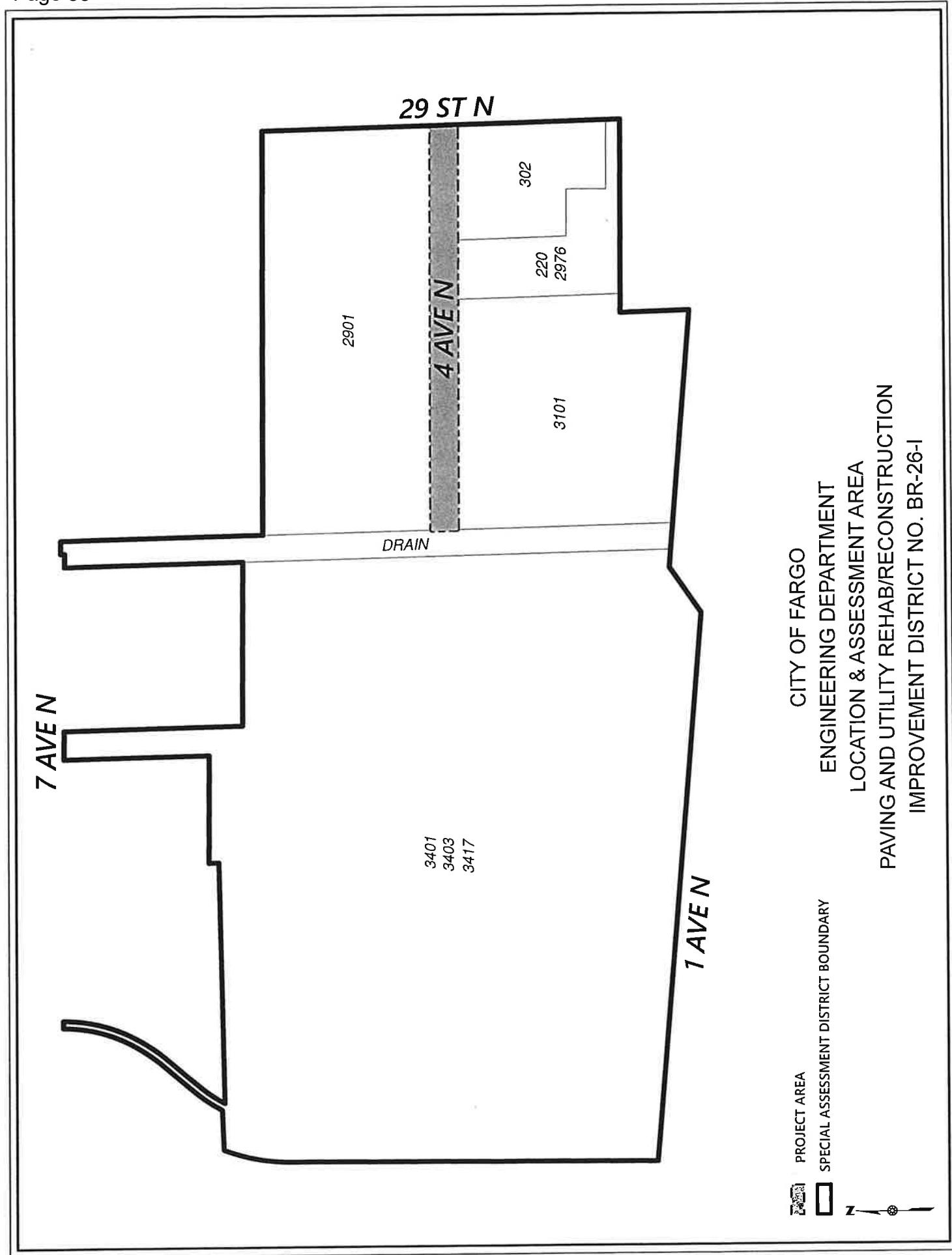
40-22-15

40-22-17

Susan Thompson
City Auditor

(SEAL)

(February 25 and March 4, 2026)



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-1

COVER SHEET
CITY OF FARGO PROJECTS

(19)

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:

Asphalt Mill & Overlay

Improvement
District No.

PR-26-G

Call For Bids	<u>February 17</u>	, <u>2026</u>
Advertise Dates	<u>February 25 & March 4</u>	, <u>2026</u>
Bid Opening Date	<u>March 25</u>	, <u>2026</u>
Substantial Completion Date	<u>August 24</u>	, <u>2026</u>
Final Completion Date	<u>September 24</u>	, <u>2026</u>

N/A

PWPEC Report (Part of 2026 CIP)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

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

X

Notice to Property Owners (Special Assessments)

N/A

Supplemental Funding Language Included

Project Engineer

Jason Hoogland

Phone No.

(701) 241-1545

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

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)

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. PR-26-G

ASPHALT MILL & OVERLAY

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That the Board of City Commissioners deems it expedient that Improvement District No. PR-26-G (Asphalt Mill & Overlay) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District PR-26-G in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. PR-26-G in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. PR-26-G in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. PR-26-G in the City of Fargo, North Dakota, as required by law; and

WHEREAS, Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered;

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. PR-26-G in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, February 17th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 11th day of February, 2026.

Susan Thompson
City Auditor

(SEAL)



**ENGINEER'S REPORT
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-26-G
6 AREAS IN SOUTH FARGO**

Nature & Scope

This project is part of the City's annual infrastructure improvement efforts and impacts multiple areas of Fargo each construction season. The purpose of the project is to correct deficiencies on the streets that have developed over time. As part of the project, the Contractor will be mud-jacking sections of the curb and gutter in an effort to alleviate major drainage problems. This process involves coring small holes through the curb and gutter section (and driveway apron when necessary) and injecting grout through holes to raise the gutter to the desired grade. The Contractor will replace areas of broken up pavement as well as a limited amount of curb & gutter. The Contractor will also be replacing some sections of sidewalk that need to be updated to meet new standards for the Americans with Disabilities Act. After all the concrete work has been completed the Contractor will mill off some of the asphalt and put on a new lift of asphalt. The project will take place in five different areas.

Purpose

This project is needed to correct deficiencies on the streets that have developed over time. By milling and overlaying the roads at this time, we can extend the life of the road and get a better riding street with improved drainage.

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 benefiting 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 \$1,433,154.00. The cost breakdown is as follows:

Pavement Markings and Traffic Signal Loops

Construction Cost		\$59,530.00
Fees		
Admin	4%	\$2,381.20
Contingency	5%	\$2,976.50
Engineering	10%	\$5,953.00
Interest	4%	\$2,381.20
Legal	3%	\$1,785.90
Total Estimated Cost		\$75,007.80
Funding		
Special Assessments	50.00%	\$37,503.90
Utility Funds - Street Lights - 528	50.00%	\$37,503.90

Storm Sewer

Construction Cost		\$26,000.00
Fees		
Admin	4%	\$1,040.00
Contingency	5%	\$1,300.00
Engineering	10%	\$2,600.00
Interest	4%	\$1,040.00
Legal	3%	\$780.00
Total Estimated Cost		\$32,760.00
Funding		
Special Assessments	50.00%	\$16,380.00
Utility Funds - Stormwater - 524	50.00%	\$16,380.00

Paving

Construction Cost		\$1,293,880.00
Fees		
Admin	4%	\$51,755.20
Contingency	5%	\$64,694.00
Engineering	10%	\$129,388.00
Interest	4%	\$51,755.20
Legal	3%	\$38,816.40
Total Estimated Cost		\$1,630,288.80
Funding		
Special Assessments	50.00%	\$815,144.40
Sales Tax Funds - Infrastructure - 420	50.00%	\$815,144.40

Paving - 100% City Funds

Construction Cost		\$53,744.00
Fees		
Admin	4%	\$2,149.76
Contingency	5%	\$2,687.20
Engineering	10%	\$5,374.40
Interest	4%	\$2,149.76
Legal	3%	\$1,612.32
Total Estimated Cost		\$67,717.44
Funding		
Sales Tax Funds - Infrastructure - 420	100.00%	\$67,717.44

Project Funding Summary

Special Assessments	48.12%	\$869,028.30
Utility Funds - Stormwater - 524	0.91%	\$16,380.00
Utility Funds - Street Lights - 528	2.08%	\$37,503.90
Sales Tax Funds - Infrastructure - 420	48.89%	\$882,861.84
Total Estimated Project Cost		\$1,805,774.04

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "TKM".

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-26-G
6 AREAS IN SOUTH FARGO**

LOCATION:

LOCATION (Section 1):

On 39th Avenue South between Cass County Drain 27 and 36th Street South.
On 33rd Street South from 39th Avenue South to 40th Avenue South.
On 34th Street South from 39th Avenue South to 40th Avenue South.

LOCATION (Section 2):

On 39th Avenue South between 42nd Street South and 45th Street South.
On 39 1/2 Avenue South between 42nd Street South and 45th Street South.
On 42 1/2 Street South from 39 1/2 Avenue South to 40th Avenue South.
On 43rd Street South from 39 1/2 Avenue South to 40th Avenue South.

LOCATION (Section 3):

On 41st Avenue South from Woodhaven Street South to Ashton Court South.
On 42nd Avenue South from Ashton Court South to 43rd Street South.
On 43rd Avenue South from Woodhaven Street South to Ashton Court South.
On 44th Avenue South from 42nd Street South to 45th Street South.
On Woodhaven Street South from 41st Avenue South to 44th Avenue South.
On Ashton Court South from 41st Avenue South to 43rd Street South.
On 43rd Street South from 42nd Avenue South to 44th Avenue South.

LOCATION (Section 4):

On 20 Street Circle South from 19th Street South to 57th Avenue South.
On 57th Avenue South from 18th Street South to 20th Street South.
On 18th Street South from 57th Avenue South to 58th Avenue South.
On 19th Street South from 70' north of 20th Street Circle South to 57th Avenue South.
On 20th Street South from 57th Avenue South to 58th Avenue South.

LOCATION (Section 5):

On 55th Avenue South from 14th Street South to 16th Street South.
On 57th Avenue South from 14th Street South to 16th Street South.
On 14th Street South from 55th Avenue South to 57th Avenue South.
On 15th Street South from 55th Avenue South to 58th Avenue South.
On 16th Street South from 55th Avenue South to 57th Avenue South.

COMPRISING:

COMPRISING (Section 1):

The area bounded by Cass County Drain 27 on the north and east; 40th Avenue South on the south; 36th Street South on the west.

COMPRISING (Section 2):

The area bounded by Cass County Drain 27 on the north; 42nd Street South on the east; 40th Avenue South on the south; 45th Street South on the west.

COMPRISING (Section 3):

The area bounded by 40th Avenue South on the north; 42nd Street South on the east; 47th Avenue South on the south; 45th Street South on the west.

COMPRISING (Section 4):

The area bounded by 56th Avenue South on the north; 16th Street South on the east; 58th Avenue South on the south; Bishops Boulevard South on the west.

COMPRISING (Section 5):

The area bounded by 54th Avenue South on the north; South University Drive on the east; 58th Avenue South on the south; 18th Street South on the west.

Please refer to the Special Assessment Boundary Map for all properties included within the Special Assessment District.

**RESOLUTION DECLARING
ASPHALT MILL & OVERLAY
NECESSARY
IMPROVEMENT DISTRICT NO. PR-26-G**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That it be and is hereby declared necessary to construct Asphalt Mill & Overlay, Improvement District No. PR-26-G in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said Asphalt Mill & Overlay improvement is to be paid from State and Local Funds, and approximately 48.12% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Asphalt Mill & Overlay must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

C E R T I F I C A T E

STATE OF NORTH DAKOTA)
)

COUNTY OF CASS) ss.

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, February 17th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 17th day of February, 2026.

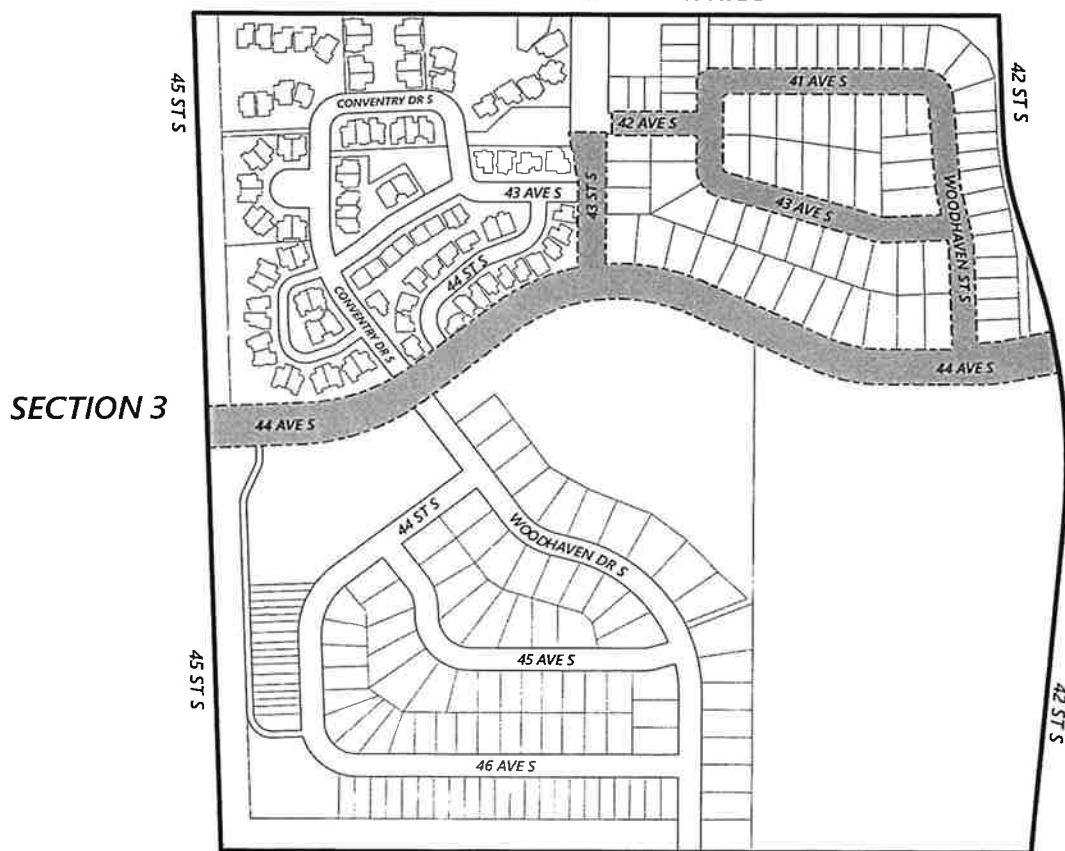
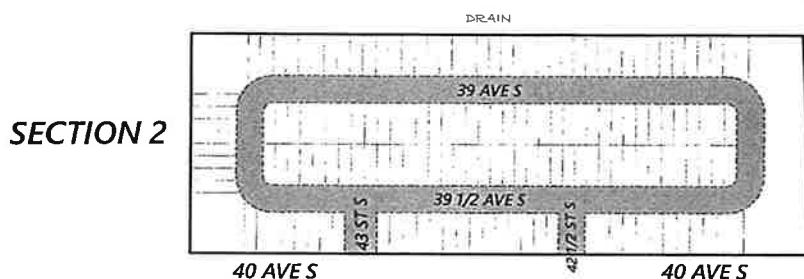
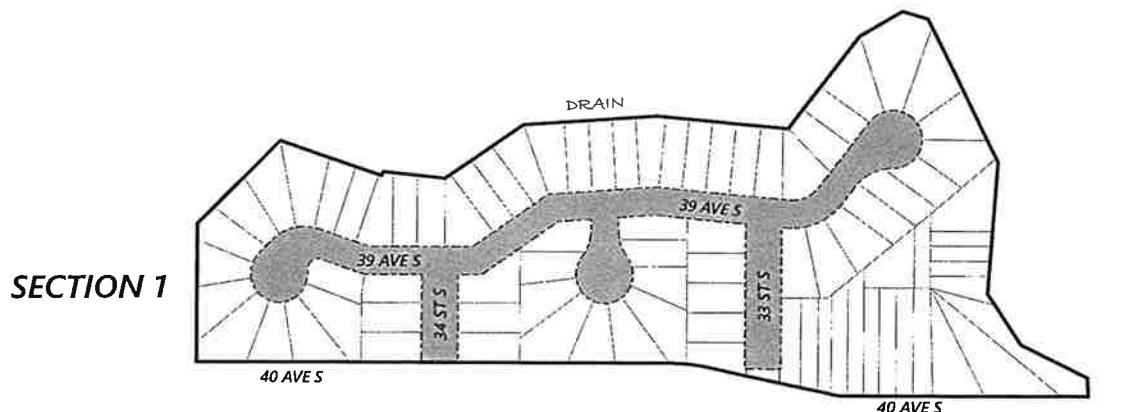
40-22-15

40-22-17

Susan Thompson
City Auditor

(SEAL)

(February 25 and March 4, 2026)



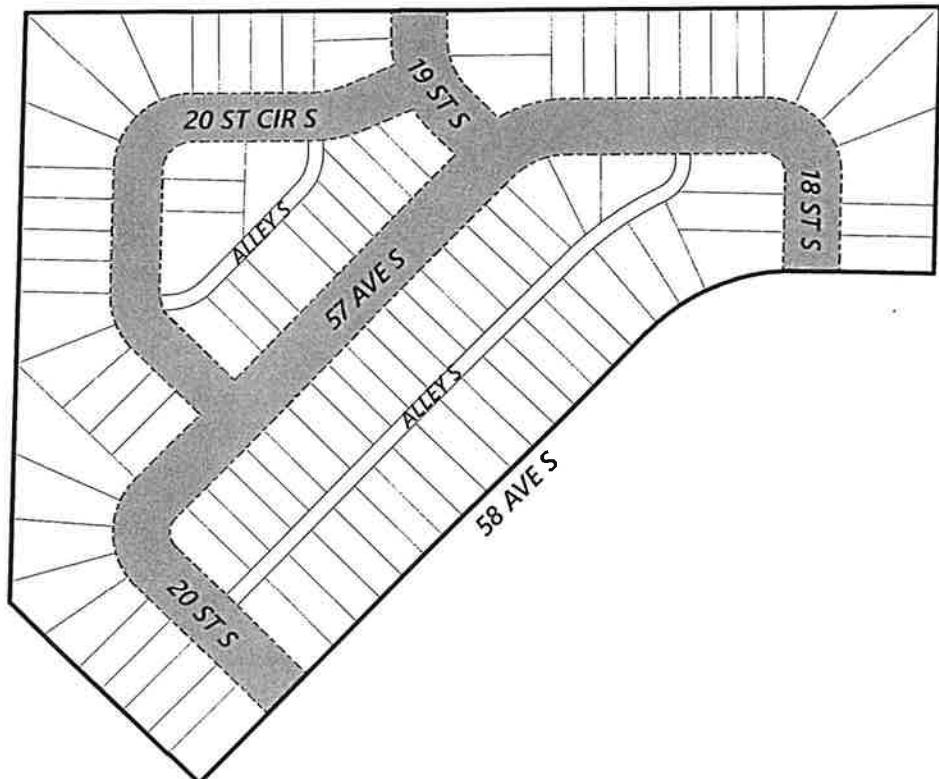
PROJECT AREA

SPECIAL ASSESSMENT DISTRICT BOUNDARY

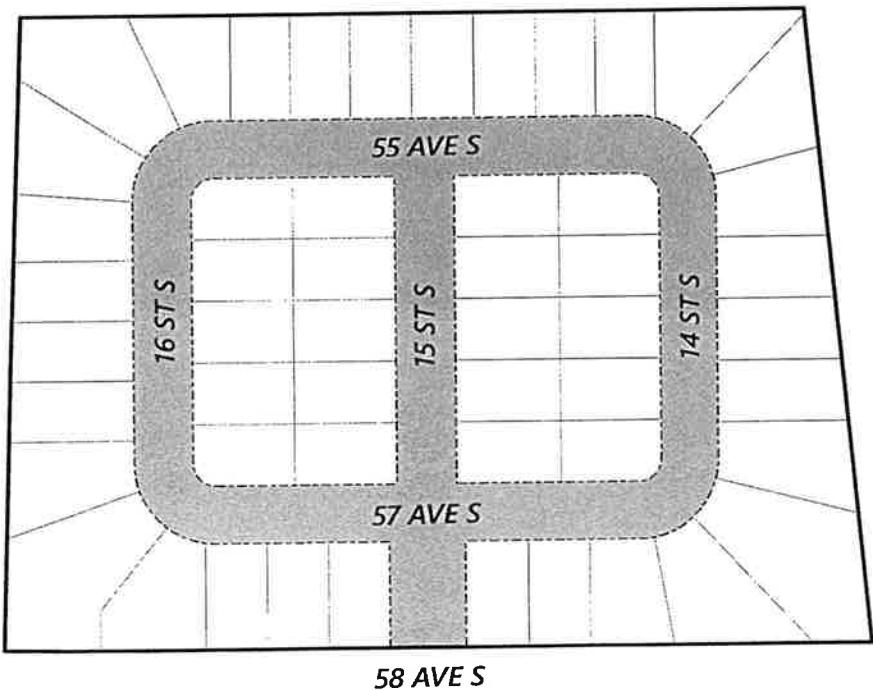
CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-26-G



SECTION 4



SECTION 5



PROJECT AREA

SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-26-G

COVER SHEET
CITY OF FARGO PROJECTS

20

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:

Traffic Signal Improvements

Improvement

District No. TN-26-A

Call For Bids	<u>February 17</u>	, <u>2026</u>
Advertise Dates	<u>February 25 & March 4</u>	, <u>2026</u>
Bid Opening Date	<u>March 25</u>	, <u>2026</u>
Substantial Completion Date	<u>June 1</u>	, <u>2027</u>
Final Completion Date	<u>July 1</u>	, <u>2027</u>

X

PWPEC Report (Attach Copy)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

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

X

Notice to Property Owners (Special Assessments)

N/A

Supplemental Funding Language Included

Project Engineer

Leroy Grant

Phone No.

(701) 241-1545

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

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)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TN-26-A1 Type: 2026 CIP Revision

Location: 23rd Ave S at 55th St Date of Hearing: 8/11/2025

Routing
 City Commission 2/17/26
 PWPEC File X
 Project File Jeremy Gorden

The Committee reviewed a communication from Division Engineer, Jeremy Gorden, regarding the addition of Project No. TN-26-A1 to the 2026 CIP.

Staff recently met with representatives for Sanford Health regarding a traffic study they recently had completed near their Hospital campus on 23rd Avenue South adjacent to I-94. The Consultant examined the need for a traffic signal under existing conditions as well as into the future based on continued growth on the Sanford campus and nearby properties.

After discussions with Sanford on this study, we feel that installing a permanent traffic signal next year is appropriate for the intersection of 23rd Avenue South at 55th Street. Both of these streets are classified as Mixed Use/Commercial Collector streets as outlined in our recently adopted Fargo Transportation Plan.

We have planned for a traffic signal to be installed at this location, but have held off installing it until it was needed. We believe now is the time to commit to it and to add it to our Capital Improvement Program for 2026. The estimated project cost with fees will be around \$520,000.

On a motion by Gary Lorenz, seconded by Nicole Crutchfield, the Committee voted to recommend approval of adding Project No. TN-26-A1 to the 2026 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Project No. TN-26-A1 to the 2026 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments and Street Light/Traffic Control Utility

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

COMMITTEE

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"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Michael Redlinger
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Tom Knakmuhs, P.E.
 Assistant City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. TN-26-A

TRAFFIC SIGNAL IMPROVEMENTS

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That the Board of City Commissioners deems it expedient that Improvement District No. TN-26-A (Traffic Signal Improvements) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District TN-26-A in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. TN-26-A in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. TN-26-A in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. TN-26-A in the City of Fargo, North Dakota, as required by law; and

WHEREAS, Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered:

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. TN-26-A in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, February 17th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 12th day of February, 2026.

Susan Thompson
City Auditor

(SEAL)



**ENGINEER'S REPORT
TRAFFIC SIGNAL IMPROVEMENTS
IMPROVEMENT DISTRICT NO. TN-26-A
INTERSECTION OF 23RD AVENUE S AT 55TH STREET S**

Nature & Scope

Installing a new traffic signal system at the intersection of 55th Street South and 23rd Avenue South.

Purpose

Improve safety at the intersection for both pedestrian crossings and vehicular movements and reduce offset intersection approaches.

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 benefiting 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

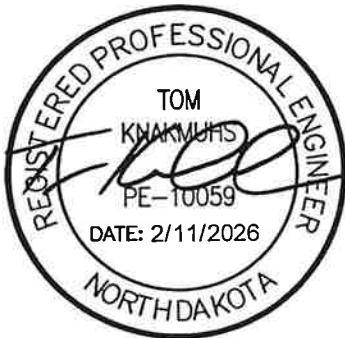
The estimated cost of construction is \$992,498.30. The cost breakdown is as follows:

Traffic Signal		
Construction Cost		\$992,498.30
Fees		
Admin	4%	\$39,699.93
Contingency	5%	\$49,624.92
Engineering	10%	\$99,249.83
Interest	4%	\$39,699.93
Legal	3%	\$29,774.95
Total Estimated Cost		\$1,250,547.86
Funding		
Special Assessments	97.96%	\$1,224,993.87
Utility Funds - Street Lights - 528	2.04%	\$25,553.99

Project Funding Summary

Special Assessments	97.96%	\$1,224,993.87
Utility Funds - Street Lights - 528	2.04%	\$25,553.99
Total Estimated Project Cost		\$1,250,547.86

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
TRAFFIC SIGNAL IMPROVEMENTS
IMPROVEMENT DISTRICT NO. TN-26-A
INTERSECTION OF 23RD AVENUE S AT 55TH STREET S**

LOCATION:

On 23rd Avenue South at the intersection of 55th Street South.

COMPRISING:

The area bounded on the north by Interstate 94, on the east by 51st Street South, on the south by 26th Avenue South, and on the west by Veterans Boulevard.

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.

**RESOLUTION DECLARING
TRAFFIC SIGNAL IMPROVEMENTS
NECESSARY
IMPROVEMENT DISTRICT NO. TN-26-A**

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:

That it be and is hereby declared necessary to construct Traffic Signal Improvements, Improvement District No. TN-26-A in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said Traffic Signal Improvements improvement is to be paid from State and Local Funds, and approximately 97.96% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Traffic Signal Improvements must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, February 17th, 2026.

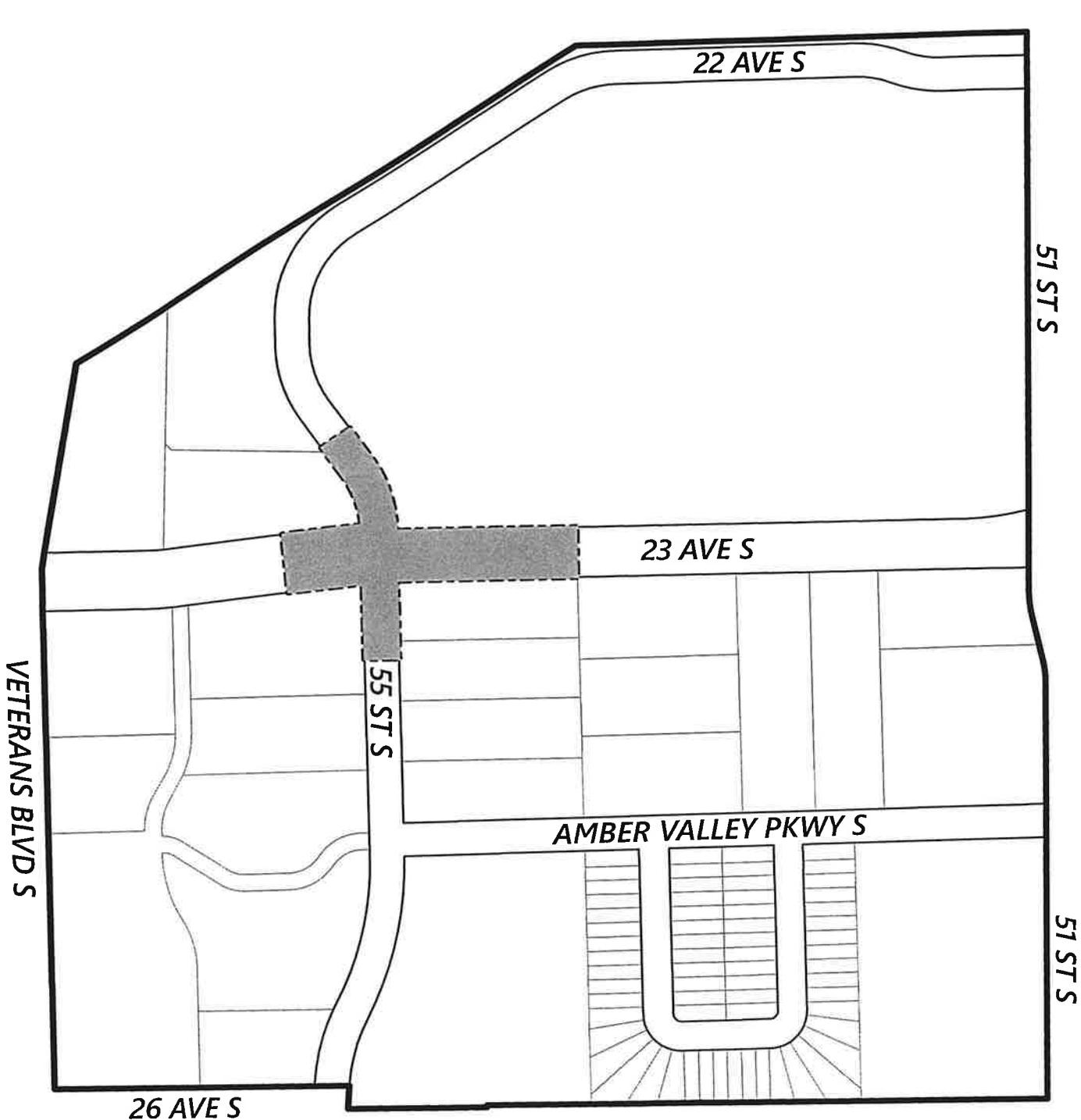
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 17th day of February, 2026.

40-22-15
40-22-17

Susan Thompson
City Auditor

(SEAL)

(February 25 and March 4, 2026)



■ PROJECT AREA
□ SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
TRAFFIC SIGNALS
IMPROVEMENT DISTRICT NO. TN-26-A

(21)

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: February 9, 2026
Re: Request for Leave Without Pay

Dear Commissioners,

David Iverson, Facility Protection Officer, has requested an extension of their leave of absence under Policy 500-008 Leave Without Pay. Under this policy, the first 30 days of leave, beginning on Thursday, February 11, 2026 have been approved by the department head. An additional 60 days is being requested and requires approval by the Board of Commissioners. The employee is able to draw from accrued time off benefits including vacation, sick leave and compensatory time (if applicable).

Recommended Motion: To approve the leave of absence extension for David Iverson under Policy 500-008 Leave Without Pay.



22

February 10, 2026

Fargo City Commission
225 4th Street North
Fargo, ND 58102

Commissioners:

Donovan Lange, FARGODOME Building Engineer, has requested an extension of his leave of absence under Policy 500-008 Leave Without Pay. The leave will begin on February 9, 2026 for up to an additional 60 days. The employee is able to draw from accrued time off benefits including vacation, sick leave and compensatory time (if applicable).

Requested Motion:

To approve the leave of absence extension for Donovan Lange under policy 500-008 Leave Without Pay.

Thank you for your consideration of this matter.

Respectfully Submitted,



Rob Sobolik
General Manager, FARGODOME



23

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: Approval of Pledged Securities

DATE: February 16, 2026



North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

Wells Fargo BNY Mellon	\$ 4,674,298.52
US Bank (Letter of Credit)	<u>\$ 5,000,000.00</u>
Total Pledged Collateral	\$ 9,674,298.52

Detailed pledge security reports are attached for your review.

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

Recommended Motion:

Approve the listing of pledged securities as of December 31, 2025.



BNY MELLON

Broker/Dealer Services
101 Barclay Street, 4th Floor East
New York, NY 10286

Date: 12/31/25

001080 XBGSCD01
ATTN: STEVEN SPRAGUE
CITY OF FARGO
225 4TH STREET NORTH
FARGO ND 58012-4817

Account Id: WUB366 Tax Id Number: 456002069

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 12/31/25

The collateral segregated on your behalf on 12/31/25 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
36179V7D6	GNMA G2SF 2.000% 02/20/51	7,526,496.00	3,749,165.02
542411NC3	LONG BEACH CAL 4.000% 08/01/45	250,000.00	248,049.17
57604TDE3	MASSACHUSETTS 4.000% 06/01/45	700,000.00	677,084.33
		TOTAL MKT VALUE	4,674,298.52



BNY MELLON

BROKER DEALER SERVICES DIVISION PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.



Issue Date: November 3, 2025 LOC No.: 583022

Beneficiary: City of Fargo
225 4th St. N
Fargo, ND 58102-4817

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$5,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Friday, May 01, 2026.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

A handwritten signature in black ink, appearing to read "James C. Frondorf".

James C. Frondorf
SVP, CCO

A handwritten signature in black ink, appearing to read "J. Bradley Baker".

J. Bradley Baker
VP, Credit Services

c: Corinne M Yerigan O'Neil
U.S. Bank National Association



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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: 2/17/2026

Receive & File: General Fund Budget to Actual – Preliminary December 31, 2025
General Fund Projections – Preliminary December 31, 2025
General Fund Budget to Actual – January 31, 2026

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

Contract Awards & Budget Adjustments

Forestry – 2026 Agreements for contracted forestry services
FARGODOME – Facility sound system replacement
Fire – Valley Water Rescue program
Police – Grant for National Police Week
Police – Grant for Officer Safety and Wellness Conference
Police – Grant for Trikke Purchase
Police – Grant for Replacement K9 (Uno)

Other Financial Considerations

Police – Special Event / Detail Pay

City of Fargo, North Dakota

General Fund - Budget to Actual PRELIMINARY

Unaudited Monthly Financial Statements - December 31, 2025 (PERIOD 13)

Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	\$ 53,738	\$ 51,628	\$ (2,109)
2	Licenses & Permits	6,774	5,991	(783)
3	Intergovernmental Revenue	30,810	28,181	(2,629)
4	Charges for Services	16,049	19,461	3,411
5	Fines & Traffic Tickets	1,645	2,026	381
6	Interest	7,500	8,794	1,294
7	Miscellaneous Revenue	672	999	327
8	Transfers In	24,605	24,649	45
Total Revenues		\$ 141,793	\$ 141,729	\$ (63)
EXPENDITURES:				
9	General Government	\$ 29,659	\$ 28,579	\$ 1,080
10	Public Safety	56,631	56,752	(120)
11	Public Works	15,558	15,105	453
12	Health & Welfare	15,617	15,266	351
13	Culture & Recreation	5,795	5,793	2
14	Economic Development	204	494	(290)
15	General Support	1,511	1,954	(444)
16	Capital Outlay	148	115	33
17	Operating Transfers	9,071	8,541	530
18	Contingency (Salary Savings)	-	11	(11)
Total Expenditures		\$ 134,194	\$ 132,610	\$ 1,584
Revenue Over (Under) Expenditures		\$ 7,599	\$ 9,119	\$ 1,520

- 1** Franchise Fees significantly below budget.
- 2** Building Permits below budget.
- 3** Reduction in Highway Funds as per legislation. Period 14 will recognize additional funds.
- 4** Significant additional CIP Admin/Eng Fees due to timing and additional projects.
- 9** 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.

City of Fargo, North Dakota
General Fund - 2025 Year End Projections
As of December 31, 2025 **P13 NOT FINAL**
Amounts shown in thousands

	YTD 2025 Actual	Remaining 2025 Estimates	YE 2025 Projections
REVENUES:			
1 Taxes	\$ 51,628	\$ -	\$ 51,628
2 Licenses & Permits	5,991	-	5,991
3 Intergovernmental Revenue	28,181	1,950	30,131
4 Charges for Services	19,461	-	19,461
5 Fines & Traffic Tickets	2,026	-	2,026
6 Interest	8,794	-	8,794
7 Miscellaneous Revenue	999	-	999
7A 2025: Transfers In Land Sale	5,500	-	5,500
8 Transfers In	17,549	-	17,549
8A New: Transfers In PSST	1,600	-	1,600
Total Revenues	\$ 141,729	\$ 1,950	\$ 143,679
EXPENDITURES:			
9 General Government	\$ 28,579	\$ 250	\$ 28,829
10 Public Safety	56,752	250	57,002
11 Public Works	15,105	250	15,355
12 Health & Welfare	15,266	250	15,516
13 Culture & Recreation	5,793	-	5,793
14 Economic Development	494	-	494
15 General Support	1,954	-	1,954
16 Capital Outlay	115	-	115
17 Operating Transfers	8,541	-	8,541
18 Contingency (Salary Savings)	11	-	11
Total Expenditures	\$ 132,610	\$ 1,000	\$ 133,610
Revenue Over (Under) Expenditures	\$ 9,119	\$ 950	\$ 10,069

Note: Estimates include revenue accruals and year-end expense adjustments.

- 1** Franchise Fees significantly below budget.
- 2** Building Permits below budget.
- 3** Reduction in Highway Funds as per legislation. Est are State Aid/Highway Funds and o/s Grants.
- 4** Additional CIP Admin/Eng Fees due to timing and additional projects.
- 7A** Proceeds of Solid Waste Land (net of 1.2M to Solid Waste for replacement land).
- 8A** Transfer In of Public Safety Sales Tax to cover approved 2025 related Expenses. (Net \$0)
- 9-12** Estimates includes potential year-end adjustments for late invoices and accruals.
- 10** Includes approved 2025 Public Safety Sales Tax expenses - offset with Transfer In. (Net \$0)
- 18** Anticipated salary savings reflected within department group, not contingency.

City of Fargo, North Dakota
General Fund - Budget to Actual
Unaudited Monthly Financial Statements - January 31, 2026
Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 4,638	\$ 4,995	\$ 356
2 Licenses & Permits	515	146	(369)
3 Intergovernmental Revenue	259	235	(24)
4 Charges for Services	428	555	127
5 Fines & Traffic Tickets	72	27	(45)
6 Interest	292	236	(56)
7 Miscellaneous Revenue	45	21	(24)
8 Transfers In	1,404	1,386	(18)
Total Revenues	\$ 7,653	\$ 7,601	\$ (53)
EXPENDITURES:			
9 General Government	\$ 3,073	\$ 2,757	\$ 316
10 Public Safety	3,384	2,991	393
11 Public Works	872	694	178
12 Health & Welfare	879	633	246
13 Culture & Recreation	386	361	25
14 Economic Development	5	-	5
15 General Support	58	5	53
16 Capital Outlay	-	-	-
17 Operating Transfers	822	361	461
18 Contingency (Salary Savings)	(82)	1	(82)
Total Expenditures	\$ 9,397	\$ 7,803	\$ 1,594
Revenue Over (Under) Expenditures	\$ (1,744)	\$ (202)	\$ 1,542

9-12 Timing issues: Waiting on Jan invoices for energy and some services/supplies.

17 Timing issue. One-time transfer will be made later in the year.

15 Anticipated salary savings reflected within department group, not contingency.

**Report of Action:
FAHR Meeting of February 9, 2026**



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

Department: Forestry
Description: See Memo. Request award contracts for forestry-related contracted services.

Net Financial Impact: \$0 (included with 2026 budget)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Move to approve the 2026 contracted forestry services agreements with All-Terrain Grounds Maintenance for landscape bed maintenance (RFP22002), Carr's Tree Service for injection services (RFQ24223), Carr's Tree Service for brush chipping services (RFP24291), and JT Lawn Service for 2nd Street and various downtown bed locations (RFP24140).



PUBLIC WORKS OPERATIONS

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1465
FAX: (701) 241-8100

February 17, 2026

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

RE: 2026 agreements for contracted forestry services

Commissioners:

Through the RFP/RFQ process, rates were secured for forestry related contracted services.

Agreement status:

1. Landscape Maintenance Services – 2026 will be season 5 of a 5-year agreement (All-Terrain Grounds Maintenance)
2. Tree Injection – 2026 will be season 3 of a 5-year agreement (Carr's Tree Service)
3. Brush Chipping – 2026 will be season 3 of a 5-year agreement (Carr's Tree Service)
4. Downtown landscape bed maintenance – 2026 will be season 3 of a 4-year agreement (JT Lawn Services)

<u>Activity/Service</u>	<u>2025 rate</u>	<u>2026 proposed rates</u>	<u>2025 total/2026 budget</u>
Landscape Maintenance	\$2495.00 bi-weekly	no change	\$38,800/\$37,000
Tree Injection	\$5.20 per diameter inch	\$5.34 per diameter inch	\$54,000/\$48,000
Brush Chipping	\$140.66 per hour	\$146.29 per hour	\$70,800/\$73,800
JT Lawn Services	\$910.00 per week	\$1,520 bi-weekly	\$21,125/\$19,760

Based on 2025 numbers, the 2026 forestry and public works budgets can support the proposed rate changes.

Recommended motion:

Move to approve 2026 contracted forestry services agreements with All-Terrain Grounds Maintenance for landscape bed maintenance (RFP22002), Carr's Tree Service for injection services (RFQ24223), Carr's Tree Service for brush chipping services (RFQ24291), and JT Lawn Service for 2nd St and various downtown bed locations (RFP24140).

Your approval of this request is appreciated.

Sincerely,
Scott Liudahl, City Forester

Cc: Ben Dow

Commission 2026 contract agreements.doc

Central Fueling
Fleet Purchase
And Vehicle Maintenance

Right of Way Maintenance
Sanitary & Storm
Sewer Maintenance

Snow Removal
Street Maintenance
Street Name Sign Maintenance

Urban Forestry
Watermeters
Watermain Distribution

Landscape Maintenance Services - 2026

I. Agreement

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on approximately October 31, 2026.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for the maintenance of trees, shrubs, perennials, and planting beds. Services shall include keeping planting beds and mulch/rock areas weed free, and collecting and removing debris. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will compensate Contractor per bi-weekly price. Invoices for each location shall be submitted monthly.

V. Termination of the Agreement

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

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its 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

This agreement constitutes the entire agreement between the parties.

XIII. Law

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

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 1/29/2026

CONTRACTOR

All-Terrain Grounds Maintenance

A handwritten signature in blue ink, appearing to read "Randy Gresh", is written over a horizontal line.

By (signature):

Its: **Randy Gresh - Director of Customer Experience**

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

Tree Injection Services - 2026

I. Agreement

This agreement is between the City of Fargo (City) and Carr's Tree Service (Contractor) to provide tree injection services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2026. The terms of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional year's extension, provided the negotiated extension is signed by parties on or around February 15th of the contract year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for tree injection in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

Partial billing is acceptable at any time. City will compensate Contractor per proposal price.

V. Termination of the Agreement

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

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its 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

This agreement constitutes the entire agreement between the parties.

XIII. Law

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

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 1/29/2026

CONTRACTOR

Carr's Tree Service



By (signature): Quincey Circo

Its: Associate Supervisor

Date _____

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

Timothy J. Mahoney, Mayor

ATTEST

Angie Bear
Deputy Auditor on behalf of City Auditor

Residential Curbside Brush Chipping Operations - 2026

I. Agreement

This agreement is between the City of Fargo (City) and Carr's Tree Service, Inc. (Contractor) to provide brush-chipping services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2026. The terms of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the negotiated extension is signed by parties on or around February 15th of the contract year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for brush chipping operations in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

Partial billing is acceptable at any time. City will compensate Contractor per proposal price.

V. Termination of the Agreement

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

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Commercial General Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its 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

This agreement constitutes the entire agreement between the parties.

XIII. Law

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

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement

Date: 1/29/2026

CONTRACTOR: Carr's Tree Service, Inc.



By (signature): Quincy Ciro

Its (title): Associate Supervisor

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST

Angie Bear
Deputy Auditor on behalf of City Auditor

Landscape Maintenance Services (RFP24140) - 2026

I. Agreement

This agreement is between the City of Fargo (City) and JT Lawn Services (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on approximately October 31, 2026. The term of this agreement may be extended for one-year periods for a maximum of one (1) additional year, if approved and accepted in writing by both the contractor and the city prior to the season start of the appropriate year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for the maintenance of trees, shrubs, perennials, and planting beds. Services shall include keeping planting beds and mulch/rock areas weed free, collecting and removing debris, perennial cutting, and an annual mulch refresh as needed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will compensate Contractor per weekly price. Invoices for each location shall be submitted monthly.

V. Termination of the Agreement

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

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its 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

This agreement constitutes the entire agreement between the parties.

XIII. Law

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

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 1/29/26

CONTRACTOR

JT Lawn Services



By: Ryan Torgerson

Its: Operations Manager

Date: _____

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

Report of Action:
FAHR Meeting of February 9, 2026

Purchase Policy
 Budget Adjustment/Reallocation
 Personnel Request
 Other Financial

Department: FARGODOME

Description: See Memo. Request award for sound system amp replacements.

Net Financial Impact: \$0 (included with 2026 budget)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the request to proceed with the purchase from FORTE to replace sound system amps related to the meeting room, lobby, and concourse areas of FARGODOME. This purchase, in the amount of \$103,937.42, will be made using ND State Contract STAGEnet110 and will be funded via the 2026 approved FARGODOME Capital budget.



February 4, 2026

Fargo City Commission
225 4th Street North
Fargo, ND 58102

RE: PBC26082 – FARGODOME Sound System Amp replacements

Commissioners:

The Fargo Dome Authority requests your approval of the Piggyback procurement to replace the sound system amps related to the overall facility sound system in the meeting room, lobby, and concourse areas at FARGODOME. This purchase will be made with FORTE (formerly AVI) utilizing the ND State Contract STAGEnet 110, contract control #CTR000179-1.

FORTE does have a ND State Contract in place (STAGEnet 110; Contract Control #CTR000179-1) that covers the purchase of this equipment.

Funding for this purchase is contained within the 2026 FARGODOME Capital Budget that has been previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Suggested Motion:

Approve the request to proceed with the purchase from FORTE to replace sound system amps related to the meeting room, lobby, and concourse areas of FARGODOME. This purchase, in the amount of \$103,937.42, will be made using ND State Contract STAGEnet 110 and will be funded via the 2026 FARGODOME Capital Budget.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Rob Sobolik	Department:	Fargodome
Date of Request:	January 23, 2026	Phone Number:	701-298-2658
E-mail:	rsobelik@fargodome.com		
Dept Head Signature:		Estimated Amount of Purchase:	\$103,937.42

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

Replacement of the remaining building sound system amps that were previously installed for the meeting room, lobby, and concourse areas of Fargodome in 2006 and are past end of life

Funding for this project is contained within the 2026 Fargodome Capital Budget as approved by both Fargo Dome Authority and Fargo City Commission

Provide source of existing State contract and Contract number:

ND State Contract STAGEnet 110
Contract Control #CTR000179-1

Is a Vendor contract required? Yes No

Vendor Name: FORTE

Address: 1502 Grumman Lane

City:	Bismarck	State:	ND	Zip Code:	58504
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Contact Person:	Nick Eberle	Title:	
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Telephone:	701-426-8172	Email:	nick.eberle@ourforte.com
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Purchasing Manager Approval:



Piggyback (PBC) Number:

PBC26082

Retail Sales Agreement



Reference Number: 1339218
Date: January 06, 2026

Prepared By: Nick Eberle
Phone: (701)426-8172
Email: nick.eberle@ourforte.com

Fargodome - 2nd Floor Conf Room Amplifier updates

FORTÉ
1502 Grumman Ln., Bismarck, ND 58504
Phone: (701)258-6360
Fax: (701)258-2015

COMPANY	PROJECT SITE	INVOICE TO
Fargodome 1800 N. University Drive Fargo, ND 58102 Contact: Matt Costello Phone: (701)241-9100 Email: mcostello@fargodome.com Account Number: 27417	Fargodome 1800 N. University Drive Fargo, ND 58102 Contact: Susan Thompson Phone: (701)241-9100 Email: ap@fargodome.com Account Number: 27417	Fargodome 1800 N. University Drive Fargo, ND 58102 Contact: Phone: Email: Account Number: 27417

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$73,403.37
Integration	\$23,103.05
PRO Support	\$0.00
Shipping & Handling	\$7,431.00
Tax	\$0.00
Grand Total	\$103,937.42

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ will invoice per the estimated payment schedule noted below, subject to modification due to executed change orders. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, etc.) are invoiced in summary.

Estimated Payment 1	\$ 41,574.97	40% Total Project Estimate Deposit, Due on Signature - No Tax Collected
Estimated Payment 2	\$ 41,574.97	80% Total Project Estimate (including any change orders) Paid by/Due on Equipment Delivery (plus tax on Payment 1 and 2)
Estimated Payment 3	\$ 20,787.48	Remaining 20% Total - On AVI Notice of substantial completion of original job as bid

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at <https://www.ourforte.com/terms-and-conditions>) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

Company	FORTÉ
Signature	Company
Printed Name	Signature
Date	Printed Name
	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
MEETING ROOM 203					
CX-Q 4K4	QSC	4-Channel 1000W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, Mic/line Inputs,	1		
Sub-Total: MEETING ROOM 203					\$3,202.50
EAST MEZZANIN					
CX-Q 2K4	QSC	4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, Mic/line Inputs, 1	1		
Sub-Total: EAST MEZZANIN					\$2,377.50
EAST TICKET					
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	1		
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	2		
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	1		
Sub-Total: EAST TICKET					\$18,690.00
WEST TICKET					
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	1		
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	2		
Sub-Total: WEST TICKET					\$14,017.50
NORTH VIDEO					
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	1		
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	2		

Sub-Total: NORTH VIDEO	\$14,017.50
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EAST LOWER MEETING EQUIPMENT

CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	1	
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Sub-Total: EAST LOWER MEETING EQUIPMENT	\$4,672.50
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SOUTH STORAGE

CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	1	
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	1	

Sub-Total: SOUTH STORAGE	\$9,345.00
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SPARES

CX-Q 2K4	QSC	4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, Mic/line Inputs, 1	1	
CX-Q 4K8	QSC	8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inpu	1	
HP	MIDDLE ATLANTI	100PC 10-32 RACK SCREWS W	1	

Sub-Total: SPARES	\$7,080.87
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1339218 - 2ND FLOOR NEW AMPLIFIERS

Project Management
 Testing & Acceptance
 Integration Cables & Connectors
 On Site Integration
 Engineering & Drawings
 Travel
 Travel Expense

Sub-Total: 1339218 - 2ND FLOOR NEW AMPLIFIERS	\$23,103.05
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<u>Total:</u>	<u>\$96,506.42</u>
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INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

1. SUMMARY:

Customer would like to replace the Existing QSC CX Series Amplifiers with the new CX-Q Series Amplifiers. Each amplifier will be changed out and tested.

1.1.1. Audio Devices:

- 1.1.1.1. OFE CX Series Amplifiers
- 1.1.1.2. New CX-D Series Amplifiers

1.1.2. Conferencing Devices:

- 1.1.2.1. N/A

2. PROJECT SPECIFIC CUSTOMER SCOPE OF WORK REQUIREMENTS:

2.1. Requirement 1 Power

- 2.1.1. Power must be provided at all display/projector locations
- 2.1.2. Power must be provided at the podium and equipment rack locations
- 2.1.3. Power must be provided at the camera locations
- 2.1.4. Power must be provided at the tabletop location

2.2. Requirement 2 Network

- 2.2.1. Owner network must be active and FORTÉ programmer/technician must have access
- 2.2.2. Network connection must be provided at the podium/equipment rack locations
- 2.2.3. Network connection (PoE) must be provided at the touch panel controller mounting location
- 2.2.4. Network connection must be provided behind each display location

2.3. Requirement 3 Cable Path

- 2.3.1. FORTÉ will pull new shielded CAT6a cabling from the rack to each wall plate location and to each projector location. A new shielded RJ45 patch bay will be installed in the back of the rack for DM inputs from the wall plates and DM outputs to the projector locations. Shielded patch cables will be used from the back of the patch panel into the Crestron matrix switcher, at each projector location, and at each wall plate location.
 - 2.3.1.1. Client has asked for new cabling for the video system within the space. FORTÉ will also pull new cabling for the touch panels. The audio cabling will remain in place. Client acknowledges that the integrity of the existing cable is unknown and may cause intermittent issues and/or failures. Client agrees that all costs associated with the use of the existing wiring now or in the future will be their responsibility.
- 2.3.2. Cable path must be provided from the podium/equipment housing to:
 - 2.3.2.1. Each display location
 - 2.3.2.2. Each input location
 - 2.3.2.3. Touch panel controller mounting location
 - 2.3.2.4. Ceiling space for microphones

2.4. Requirement 4 OFE Equipment

- 2.4.1. Owner furnished equipment as described throughout section 2 above must be provided prior to the time of installation.
- 2.4.2. Owner furnished Podium/Lectern must be provided prior to the time of installation.
- 2.4.3. Owner furnished equipment rack must be provided prior to the time of installation.
- 2.4.4. Owner furnished laptop/PC must be provided prior to the time of installation.

3. PROJECT SPECIFIC INSTALLATION CONSIDERATIONS:

3.1. FORTÉ will provide onsite integration services for defined phases of the construction project:

- 3.1.1. The prerequisite tasks that are shown for each phase must be completed before FORTÉ can proceed with the integration process.
- 3.1.2. FORTÉ assumes that there are clear, open cable pathways available for equipment housing location and all peripheral device locations to include, projectors/screens, video displays, microphones, loudspeakers, inputs at tables or wallplates, and control interfaces
 - 3.1.2.1. If cable pathways are not clear open and available a change order may be necessary for addition labor/materials or to provide an alternative option
- 3.1.3. Return trips to the jobsite due to incomplete construction tasks that prevent FORTÉ from completing scheduled work are not included in this scope of work and will be assessed a Mobilization Fee and Travel Expenses as detailed below (Section 7.5).
- 3.1.4. Additional Change Orders may be presented to meet any scheduling demands due to installation availability at the time of the rescheduled installation.

3.2. Pre-Installation Assembly: –

- 3.2.1 Uncompiled Crestron Source code to be provided by customer.
- 3.2.2 Owner signoff of control interface design must be provided.
- 3.2.3 Owner furnished network information required for programming must be provided
- 3.2.4 Integration drawings production
- 3.2.5 Equipment procurement – Some electronics equipment is experiencing availability issues currently. Items may take longer to procure or may be entirely unavailable. *FORTÉ will work to source equipment as quickly as possible or work to find suitable substitutes if available. Delays in equipment procurement could impact the timeline of the project.*

3.3. Onsite Installation: - (1 trip to site is provided)

- 3.3.1 All Section 3 requirements must be completed and signed off by owner
- 3.3.2 Space must be available to FORTÉ during normal business hours
- 3.3.3 Space must be clean and secure.
 - 3.3.3.1 Equipment installed onsite will be turned over to the owner/client as being left onsite and will become the responsibility of the owner/client.
- 3.3.4 The onsite installation process is expected to take approximately 1 business day to complete and must be scheduled and planned for accordingly in the construction/room schedule timeline.
- 3.3.5 These days would be scheduled only after completion of all prerequisite tasks shown above have been signed off as complete

3.4 Testing/Commissioning: - (single trip concurrent with Installation)

- 3.4.1 Owner with authority to sign off on system completion and functionality must be present upon completion of installation
 - 3.4.1.1 Every effort will be made to schedule this time as far in advance as possible based on installation progress
 - 3.4.1.2 Additional trips to obtain owner signoff of completion or training will result in a change order for the additional trip costs

4. KNOWLEDGE TRANSFER (TRAINING) - (single trip concurrent with Installation)

- 4.1 This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Training is to be performed at the time of system completion.
- 4.2 Owner and/or owner representatives to be included in the training and operation of the system must be present upon completion of installation unless a separate training date/time was established prior to completion.
 - 4.2.1 Additional trips to obtain owner signoff of completion or training will result in a change order for the additional trip costs

5. EXCLUSIONS: The following work is not included in our Scope of Work:

- 5.1 All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- 5.2 Concrete saw cutting and/or core drilling
- 5.3 Fire wall, ceiling, roof and floor penetration
- 5.4 Necessary gypsum board replacement and/or repair
- 5.5 Necessary ceiling tile or T-bar modifications, replacements and/or repair
- 5.6 Installation of ceiling mounted projection screen
- 5.7 All millwork (moldings, trim, cut outs, etc.)
- 5.8 Patching and Painting
- 5.9 Permits (unless specifically provided for and identified within the contract)
- 5.10 Unless specifically noted lifts and scaffolding are not included

6. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- 6.1 The room(s) match(es) the drawings provided
- 6.2 Site preparation by others includes electrical and data placement per specifications.
- 6.3 Site preparation will be verified by FORTÉ project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- 6.4 Customer communication of readiness will be considered accurate and executable by FORTÉ project manager.
- 6.5 In the event of any arrival to site that FORTÉ is not able to execute work and definable progress, the Customer will be charged 8hr per Technician Dispatched & Travel Expenses to offset the lost time due to the lack of readiness. The Mobilization Fee & Travel Expenses will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- 6.6 Rescheduling and redeployment of FORTÉ technicians due to unacceptable site preparation may cause scheduling delays of 15 business days or more.
- 6.7 There is ready access to the building / facility and the room(s) for equipment and materials.
- 6.8 There is secure storage for equipment during a multi-day integration.
- 6.9 If Customer furnished equipment and existing cabling is to be used, FORTÉ assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- 6.10 All Network configurations including IP addresses are to be provided, operational and functional before FORTÉ final integration begins. FORTÉ will not be responsible for testing the LAN connections.
- 6.11 Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- 6.12 Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).

6.13 The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).

7. FORTÉ, INC. GENERAL INTEGRATION SERVICES RESPONSIBILITIES

- 7.1 FORTÉ, Inc. will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.
- 7.2 Provide equipment, materials and service items per the contract products and services detail.
- 7.3 Provide systems equipment integration and supervisory responsibility of the equipment integration.
- 7.4 Provide systems configuration, checkout and testing.
- 7.5 Provide project timeline schedules.
- 7.6 Coordinate with the owner/contractor or other parties involved with this project to insure proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- 7.7 Provide manufacturer supplied equipment documentation.
- 7.8 Provide final documentation and "as built" system drawings
- 7.9 Provide system training following integration to the designated project leader or team as directed in the project specification documents.

8. GENERAL CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- 8.1 Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- 8.2 Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- 8.3 Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- 8.4 Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- 8.5 Provide reasonable accesses of FORTÉ, Inc. personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- 8.6 Provide a secure area to house all integration materials and equipment.
- 8.7 Provide a project leader who will be available for consultation and meetings.
- 8.8 Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

**Report of Action:
FAHR Meeting of February 9, 2026**



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

Department: Fargo Fire Department
Description: See Memo. Fire requests a 2026 budget adjustment of \$25,000 for the City of Fargo's contribution to the Valley Water Rescue Program. This item was erroneously excluded from the 2026 budget.

Net Financial Impact: \$25,000

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve a 2026 budget adjustment to add \$25,000 to account 101-4010-412.68-10 for the Fire Department's annual contribution to the Valley Water Rescue program.



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: Budget Adjustment Request

DATE: February 5, 2026

Finance requests a 2026 budget adjustment on behalf of the Fire Department for the Valley Water Rescue annual contribution of \$25,000. During the 2026 budget cycle, Finance established a separate Fund for the RRVUAS program. In reallocating the RRVUAS funds to the new fund, Finance inadvertently removed the budget item for the Valley Water Rescue contribution. Based on historic year-end results, we anticipate an underspend will offset this additional budget request.

Suggested Motion:

Approve a 2026 budget adjustment to add \$25,000 to account 101-4010-412.68-10 for the Fire Department's annual contribution to the Valley Water Rescue program.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT:	Fire
REQUESTED BY:	Finance - Budget error
DATE PREPARED:	2/5/2026
DESCRIPTION OF REQUEST:	Increase budget to allow for annual contribution tp Valley Water Rescue Unit.
NOTE: if relevant, please identify the appropriate fiscal year in the description	

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		= \$	-
		= \$	-
	+ = \$	-	-
	+ = \$	-	-
	TOTAL REVENUE ADJUSTMENTS:	\$	-

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-4010-412-68-10	\$ - \$	25,000 = \$	25,000
		= \$	-
	+ = \$	-	-
	+ = \$	-	-
	+ = \$	-	-
	+ = \$	-	-
	+ = \$	-	-
	TOTAL EXPENSE ADJUSTMENTS:	\$	25,000

PLEASE NOTE: Budget Adjustments that Increase expenditures **MUST be approved by Finance & Commission.**

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FAHR REVIEWED ON:	_____
COMMISSION APPROVED ON:	_____
ENTERED BY FINANCE: Date:	_____
By:	_____
BA#	_____

Report of Action:
FAHR Meeting of February 9, 2026

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

Department: Fargo Police Department
Description: See Memos. Fargo police requests approval to accept the following donations from the Fargo Police Foundation:

\$10,000	National Police Week expenses for 4 "Of the Year" recipients
\$ 8,500	Travel and Registration Expense for 4 attendees to IACP Officer Safety & Wellness Conference
\$33,500	Purchase of two additional Trikke Units
\$34,675	Acquisition and training of replacement K-9

Net Financial Impact: \$0 – Grant funded expenses

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the request to accept the Fargo Police Foundation donations as noted above, along with the related budget adjustments.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: F.A.H.R. Committee
From: A.C. Travis Stefonowicz
Date: 01/28/2026
RE: Donation Acceptance – Fargo Police Foundation
(National Police Week)

Members of the FAHR Committee,

The Fargo Police Department respectfully requests approval to accept a generous donation of \$10,000 from the Fargo Police Foundation to support travel and registration for our 'Of the Year' recipients to attend National Police Week in Washington, D.C. This event honors fallen officers and strengthens the law enforcement community nationwide. Attendees will participate in memorial ceremonies, network with agencies across the country, and bring back best practices that enhance community engagement and Officer resilience.

Attendees:

- Civilian of the Year – Quartermaster Sara Fix
- Supervisor of the Year – Sergeant Kyle Seehusen
- Detective of the Year – Detective Ryan Jasper
- Officer of the Year – Officer Lacey Bunkelman

Alignment with Foundation Pillars:

Staff Wellness: Participation in National Police Week supports emotional resilience and professional growth, reinforcing wellness initiatives.

Youth & Community Engagement: Exposure to national best practices enhances our ability to engage effectively with the community.

Expansion of Supportive Resources: Networking and shared learning expand resources and strategies for officer and community well-being.

Summary of Use of Funds:

- Travel (airfare), lodging, and per diem consistent with City policy
- Event participation and related activities during National Police Week

We appreciate the Committee's continued support of initiatives that honor excellence and strengthen our department's service to the community.

Thank you for your time and consideration.

Recommended Motion:

Approve acceptance of the \$10,000 donation from the Fargo Police Foundation for direct reimbursement for the costs associated with sending the 'Of the Year' recipients to National Police Week. (May 10-16, 2026, Washington D.C.)

Revenue Account: 101-0000-365-85-00

- Budget adjustment: \$10,000

Expense Account: 101-5045-411-57-60 (Out of State Travel Exp)

- Project Code: PD95



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: F.A.H.R. Committee
From: A.C. Travis Stefonowicz
Date: 01/28/2026
RE: Donation Acceptance – Fargo Police Foundation
(Officer Safety and Wellness Conference)

Members of the FAHR Committee,

The Fargo Police Department respectfully requests approval to accept a generous donation of \$8,500 from the Fargo Police Foundation to support travel and registration for four (4) employees to attend the IACP Officer Safety & Wellness (OSW) Conference, March 6–8, 2026, in New Orleans, Louisiana. This investment directly advances the Foundation's mission and longstanding support for officer wellness and readiness.

Alignment with Foundation Pillars:

Staff Wellness: Attendance at OSW provides evidence-informed training, peer learning, and practical tools that strengthen physical, mental, and emotional resilience, improving performance and safety on duty.

Youth & Community Engagement: A healthy, well-trained workforce better supports positive community interactions and sustained engagement strategies.

Expansion of Supportive Resources: Conference participation equips our personnel to implement updated wellness practices, expand internal resources, and maintain readiness to meet evolving organizational demands.

Summary of Use of Funds:

- Conference registration and required fees for four attendees
- Travel (airfare), lodging, and per diem consistent with City policy
- Participation in training sessions and wellness program modules offered at OSW

We appreciate the Committee's continued support of initiatives that directly enhance Officer Safety and Wellness and the Department's service to our community.

Thank you for your time and consideration.

Recommended Motion:

Approve acceptance of the \$8,500 donation from the Fargo Police Foundation for direct reimbursement for the costs associated with sending four employees to the IACP Officer Safety & Wellness Conference (March 6–8, 2026, New Orleans, LA).

Revenue Account: 101-0000-365-85-00

- Budget adjustment: \$8,500

Expense Account: 101-5045-411-57-60 (Out of State Travel Exp)

- Project Code: PD95

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT:	Fargo Police Department	
REQUESTED BY:	A.C. Travis Stefonowicz	
DATE PREPARED:	1/28/2026	
DESCRIPTION OF REQUEST:	ACCEPT FARGO POLICE DONATION REQUEST TOTALLING \$18,500 IN 2026 FOR TWO SEPARATE EVENTS 1) National Police Week -10k 2) OSW Conference - 8,500	
<small>NOTE: if relevant, please identify the appropriate fiscal year in the description</small>		

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-365-85-00	\$	18,500	\$ 18,500
	=	=	=
	+	=	=
	+	=	=
TOTAL REVENUE ADJUSTMENTS:	\$	18,500	\$

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411-57-60	\$	18,500	\$ 18,500
	=	=	=
	+	=	=
	+	=	=
	+	=	=
	+	=	=
TOTAL EXPENSE ADJUSTMENTS:	\$	-	\$

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:					
FAHR REVIEWED ON: _____					
COMMISSION APPROVED ON: _____					
ENTERED BY FINANCE: <i>Date:</i>	_____				
By:	_____				
BA#:	_____				



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: FAHR Committee and City Commissioners

From: Chief David B. Zibolski *DZ*

Date: February 5, 2026

RE: Acceptance of Fargo Police Foundation Donation for Trikke Purchase

Dear City Commissioners,

In 2025, the Fargo Police Department purchased four Trikkes from Trikke Mobility. The Fargo Police Foundation has now approved the purchase of two additional units to expand our fleet.

Trikke Mobility is the only manufacturer that produces a three-wheeled Trikke specifically designed for emergency services. Their equipment is classified as a Class A Emergency Vehicle under NDCC, includes anti-theft features, integrates with our radio system, and offers numerous other capabilities. No other company manufactures or supplies a comparable vehicle, and Trikke Mobility does not authorize third-party vendors to sell their products.

Currently, we can still purchase the 2025 model at last year's pricing. We are selecting the 72v Positron XL over the other options because:

- We already operate these vehicles successfully.
- Their customer service is outstanding.
- Our officers are being trained for maintenance and repairs.
- No other company offers a vehicle comparable to Trikke Mobility's solution.

The total donation will fully cover the following costs:

- \$25,000 – Purchase of a two new 72v Positron XL Trikkes
- \$1,000 – Shipping charge
- \$7,500 – Equipment charges: Helmet's, Visors, and Liners

We appreciate the Committee's consideration and ongoing support of public safety efforts.

We respectfully request a motion to:

- Accept the \$33,500 donation into revenue account = **101-000-365-85-00**
- Utilize identified expense account line = **101-5045-411-61-40**
- **PD95** = project code to track all expenses related to this Trikke Project
- **Request For Quote# 26085**
- **See Attached Documents**



REQUEST FOR QUOTES FORM (RFQ)

Requested by:	Captain Travis Moser	Department:	Fargo Police Department
Date of Request:	01/22/2026	Phone Number:	701-412-7795
E-mail:	TMoser@FargoND.gov		
Dept Head Signature:		Amount of Purchase:	\$ 26,000

Request for Quotes Purchase Requirement:

\$10,001 - \$100,000 A minimum of three (3) written quotes must be solicited from vendors,

Is a Contract Required? Yes No If yes, send a signed copy to Purchasing@FargoND.gov

Product or Service description:

72v three-wheeled vehicle equipped with emergency lights, anti-theft protection, option to integrate communications systems, and safety features such as speed limitations.

Vendor #1 Name	Trikke Mobility	Quote	\$26,000
Vendor #2 Name	Segway	Quote	\$5,399.88
Vendor #3 Name	Speedway Racers	Quote	\$2,338.00

Vendor Selected: Trikke Mobility

Address: 132 Easy St D-1

City: Buellton **State:** CA **Zip Code:** 93427

Contact Person: Marney **Title:** Sales Manager

Telephone: 805-512-8803 **Email:** Marney@Trikke.com

Purchasing Manager Approval:

Request for Quote (RFQ) Number:


RFQ26085

Trikke Tech Inc.

132 Easy st suite D1
 Buellton, CA 93427 US
 +18056930800
 info@trikke.com
 www.trikkemobility.com

**Estimate**

		Freight	3384
		01/07/2026	02/07/2026
DESCRIPTION	QTY	RATE	AMOUNT
Positron 72V XL Version 2 - Heavy-duty foldable aluminum frame; full suspension; top performance 3-wheel electric drive system with color screen display with NFC access; extra-large wheels and tires; custom all-wheel hydraulic disc brakes; complete lighting system with dual headlights, taillights, brake lights, turn signal; 7 ultra-bright dual color flashing lights; 3-tone police siren; 1CuFt Gear bag; phone holder; USB Charger; rear view mirrors; reflective POLICE lettering.	2	12,500.00	25,000.00
Shipping charge	1	1,000.00	1,000.00
			26,000.00
			0.00
			\$26,000.00

Helmet Costs:

Item	Unit Price	Quantity	Total Cost
Helmet	\$155.94	40	\$6,237.60
Clear Visor	\$23.94	6	\$143.64
Tinted Visor	\$23.94	6	\$143.64
Liner	\$23.94	40	\$957.60

Total Cost for All Items: \$7,482.48

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT:	<u>Fargo Police Department</u>	
REQUESTED BY:	<u>Captain Travis Moser</u>	
DATE PREPARED:	<u>2/6/2026</u>	
DESCRIPTION OF REQUEST:	Fargo Police Foundation donation for the TRIKKE Project in the amount of \$33,500 in 2026	
<small>NOTE: if relevant, please identify the appropriate fiscal year in the description</small>		

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-365-85-00	\$ 33,500	= \$	33,500
		= \$	-
	+ \$	= \$	-
	+ \$	= \$	-
	+ \$	= \$	-
TOTAL REVENUE ADJUSTMENTS:	\$ 33,500		

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411-74-10	\$ 33,500	= \$	33,500
		= \$	-
	+ \$	= \$	-
	+ \$	= \$	-
	+ \$	= \$	-
	+ \$	= \$	-
	+ \$	= \$	-
TOTAL EXPENSE ADJUSTMENTS:	\$ 33,500		

PLEASE NOTE: Budget Adjustments that increase expenditures **MUST be approved by Finance & Commission.**

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:					
FAHR REVIEWED ON: _____					
COMMISSION APPROVED ON: _____					
ENTERED BY FINANCE:	Date:	_____			
		By: _____			
		BA# _____			



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: FAHR Committee and City Commissioners

From: Chief David B. Zibolski *DZ*

Date: February 5, 2026

RE: Acceptance of Fargo Police Foundation Donation for Replacement K9

Dear City Commissioners,

The Fargo Police Department respectfully requests approval to accept a donation from the Fargo Police Foundation in the amount of \$34,675 to support the acquisition and training of a replacement K9 Unit. These funds were formally approved by the Fargo Police Foundation on September 16, 2025.

K9 Uno is scheduled to retire in May 2026. To ensure uninterrupted service and preserve operational readiness, this replacement K9 and new handler will overlap with K9 Uno for a short transitional period. This overlap allows the new team to train alongside an experienced K9 unit, ensuring a smooth handoff of responsibilities and continuity in the critical services our K9 team provides.

The total donation will fully cover the following costs:

- \$13,500 – Purchase of a new K9 from Performance Kennels Inc. in Buffalo, MN
- \$7,000 – K9 handler and team training at Code Blue K9 LLC in Rushford, MN
- \$13,200 – Per diem and travel expenses for the handler and K9 during the 12.5-week training period (March-May)
- \$975 – Miscellaneous equipment for operational deployments, training, and daily care of the K9.

The K9 procurement followed a formal competitive process through RFQ26089, which generated three competitive bids. Based on the results and past successful experiences, the preferred K9 vendor is Performance Kennels Inc., whose bloodline of working dogs has proven to be reliable and high-performing in police service applications.

Upon acquisition, the K9 and its assigned handler will attend the 12.5-week training course, March through May, with Code Blue K9 LLC, an established provider with a strong track record in law enforcement K9 development.

This entire project, including the K9 purchase, training, travel, and equipment will be fully funded through the generous donation of the Fargo Police Foundation.

This initiative aligns directly with the Foundation's mission and vision to invest in staff wellness, enhance public safety, and strengthen police-community relationships. By ensuring the continued availability of K9 resources, the Fargo Police Foundation demonstrates its commitment to providing the Fargo Police Department with tools and training to meet evolving public safety needs.

We appreciate the Committee's consideration and ongoing support of public safety efforts.

We respectfully request a motion to:

- Accept the \$34,675 donation into revenue account = **101-0000-365-85-00**
- Utilize identified expense account line = **101-5045-411-68-10**
- **PD98** = project code to track all expenses related to this K9 acquisition and training effort
- **Request For Quote# 26089**
- **See Attached Documents**



REQUEST FOR QUOTES FORM (RFQ)

Requested by:	Captain Travis Moser		Department:	Police Department
Date of Request:	01/29/2026		Phone Number:	701-412-7795
E-mail:	tmoser@fargond.gov			
Dept Head Signature:			Amount of Purchase:	\$13,500.00

Request for Quotes Purchase Requirement:

\$10,001 - \$100,000 A minimum of three (3) written quotes must be solicited from vendors,

Is a Contract Required? Yes No If yes, send a signed copy to Purchasing@FargoND.gov

Product or Service description:

Imported Green GSD or GSD Malinois cross suitable for dual purpose patrol/detection training

Vendor #1 Name	Performance Kennels Inc.	Quote	\$13,500.00
Vendor #2 Name	Code Blue K9 Inc.	Quote	\$13,500.00
Vendor #3 Name	Shallow Creek Kennels Inc.	Quote	\$18,000.00

Vendor Selected: Performance Kennels Inc.

Address: 5455 Edmonson Ave NE

City:	Buffalo	State:	MN	Zip Code:	55313
Contact Person:	Steve Pearson		Title:	Owner	
Telephone:	612-916-1161		Email:	performancekennels@gmail.com	
Purchasing Manager Approval:					
Request for Quote (RFQ) Number:			RFQ26089		

ESTIMATE

Performance Kennels Inc
5455 Edmonson Ave NE
Buffalo, MN 55313

performancekennels@gmail.com
612-916-1161
www.performancekennels.com



Bill to
Fargo Police Department
105 25th St. N
Fargo, ND 58102

Ship to
Fargo Police Department
105 25th St. N
Fargo, ND 58102

Estimate details

Estimate no.: 1049
Estimate date: 01/29/2026

#	Date	Product or service	SKU	Description	Qty	Rate	Amount
1.		Patrol dog		Imported green GSD or GSD / Malinois cross suitable for dual purpose patrol / detection training	1	\$13,500.00	\$13,500.00
2.		Combined detector/patrol course		12 week basic detection and patrol dog and handler course	1	\$8,000.00	\$8,000.00
Total							\$21,500.00

Accepted date

Accepted by

Code Blue K9 LLC
23148 State Hwy 16
Rushford, MN 55971
(507) 259-5415

1/27/2026

Fargo Police Department
105 25th Street North
Fargo, ND 58102

Proposed Bid:

Price for Green Patrol Dog **\$13,500.00 (+ tariffs)**

(K9 green dog will be purchased directly from vendor with no added cost. Code Blue K9 will assist in procuring a dog that best fits your agency/handler K9 needs.)

Dual purpose Patrol Dog school **\$7,000.00**

(narcotics, tracking, apprehension, article search, obedience, open area/building search)

Total Cost: **\$20,500.00**

All classes will run Monday-Thursday 7:00 a.m.-5:00 p.m.

We are a full-service training center with an on-site kennel as well as limited lodging.
Please contact for availability and pricing.

Trace Erickson
Owner / Head Trainer Code Blue K9
(507) 259-5415

Fargo Police Department**Purpose: K9 Costs**

Item Description	Quantity	Unit Price	Total
Performance Kennel K9	1	\$13,500	\$13,500
Code Blue Training	1	\$7,000	\$7,000
Fuel	1	\$2,200	\$2,200
Lodging	1	\$6,500	\$6,500
Per-Diem	1	\$4,500	\$4,500
Pinch Collar	1	\$52	\$52
Kong Toy	1	\$22	\$22
Porta Kennel	1	\$550	\$550
Feed Pan	1	\$16	\$16
Retractable Lead	1	\$40	\$40
Leather Leash	1	\$25	\$25
E-Collar Transmitter Holder	1	\$60	\$60
E-Collar	1	\$210	\$210

Total: \$34,675

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT:	<u>Fargo Police Department</u>	PROJECT NUMBER :
REQUESTED BY:	<u>A.C. Travis Stefonowicz</u>	
DATE PREPARED:	<u>1/28/2026</u>	
DESCRIPTION OF REQUEST:	ACCEPT FARGO POLICE DONATION REQUEST TOTALLING \$34,675 IN 2026 FOR THE PURCHASE OF A K9 AND EQUIPMENT AND TRAINING COSTS	

NOTE: If relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-365-85-00		\$ 34,675	= \$ 34,675
		= \$	-
	+	= \$	-
	+	= \$	-
	TOTAL REVENUE ADJUSTMENTS:	\$ 34,675	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411-68-10		\$ 34,675	= \$ 34,675
		= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
	TOTAL EXPENSE ADJUSTMENTS:	\$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:					
FAHR REVIEWED ON: _____					
COMMISSION APPROVED ON: _____					
ENTERED BY FINANCE: Date: _____					
By: _____					
BAM _____					

**Report of Action:
FAHR Meeting of February 9, 2026**



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

Department: Fargo Police Department
Description: See Memo. Police requests approval of the attached proposed compensation rates and related bill rates for police personnel working at special events and special detail.
Net Financial Impact: \$0 Approved pay rates will be reimbursed from event promoters via event billings

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the police department personnel compensation rates and proposed bill rates, as presented, for special events and special detail.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

MEMORANDUM

To: F.A.H.R

From: Captain Travis Moser

Date: 02/05/2026

RE : 2026 Fargo Police - Special Event/Detail Pay

Purpose:

To establish standardized procedures for assigning personnel to special events and special details, ensuring equitable staffing, operational readiness, and appropriate compensation. This document also outlines the Staffing Security Matrix and administrative fee structure.

Special Events

Definition:

Special Events are defined as public functions requiring Fargo Police Department resources, where the department receives reimbursement from the event planner. Examples include:

- NDSU Football Games
- Fargo Marathon
- Fargo Airshow
- FargoDome or Civic Center events under lease/contract
- Victim Impact Panel
- Tobacco Compliance

Compensation Guidelines

Rank: Civilian Staff

Hourly Rate: \$62.00

Payroll Tax (≥2%): \$1.24

Operations Fee (≥5%): \$3.10

Total Billed Rate: \$67.00

Rank: Police Officer

Hourly Rate: \$79.00

Payroll Tax (≥2%): \$1.58

Operations Fee (≥5%): \$3.95

Total Billed Rate: \$85.00

Rank: Supervisor

Hourly Rate: \$91.00

Payroll Tax (≥2%): \$1.82

Operations Fee (≥5%): \$4.55

Total Billed Rate: \$98.00

- Rates are reviewed annually.
- Compensation is billed to event planners.
- Operational fees are applied for use of vehicles, equipment, and/or operational planning.

Cancellation Policy:

If an event is cancelled or significantly altered without 24-hour notice, the event planner will be charged a minimum of two hours per assigned officer at their designated rate.

Special Details

Definition:

Special details require police resources but are not reimbursed under the Special Event Compensation Guidelines.

Examples include:

- Court Security
- State Funded Traffic Enforcement Grants
- Fargo Public School Events (Board Meetings, Sporting Events, Dances, etc.)
- FargoDome or Civic Center promoted events (concerts, rodeos, Rib Fest, etc.)

Compensation:

- Employees are compensated at their standard overtime rate.
- Appropriate coding and accounts must be used per detail type.



FARGO FIRE DEPARTMENT

637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

MEMORANDUM

Date: February 11, 2026

To: Board of City Commissioners

From: Brady Scribner, Emergency Manager

Re: NDDES FY 2025 Emergency Management Performance Grant (CFDA 97.042 EMPG)

Situation:

The **Fiscal Year 2025 Emergency Management Performance Grant (EMPG)** has been awarded to The City of Fargo Emergency Management position, by the North Dakota Department of Emergency Services (NDDES).

Background:

The Emergency Management Performance Grant assists states, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal of a secure and resilient nation. Program objectives include:

1. Building and sustaining preparedness capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA) process and other relevant information sources
2. Closing capability gaps
3. Building continuity capabilities to ensure governmental essential functions and services resilience

The **FY 2025 EMPG** application was presented to the FAHR Committee on October 6th, 2025. The EMPG is expected annually and tracked with a project code. Grant revenue and related payroll expenditures are tracked, routinely programmed into the annual budget, and expenses reimbursed quarterly. This grant requires a 50/50 cost share of local funds, meaning The City of Fargo will receive 50% of the Total Project Cost if all requirements are met.

Assessment:

The EMPG benefits The City of Fargo by reimbursing a portion of the salary and benefits of the Emergency Manager position. The grant award totals \$126,400, which covers expenses for the October 1, 2025 – September 30, 2026 grant cycle. Due to a 50/50 local cost-share obligation, the City of Fargo is eligible for a maximum reimbursement of \$63,200. This grant award provides level funding as compared to previous awards.

Recommended Motion:

Sign page 3 and initial pages 4 - 21 of the **EMPG FY 2025 Award Documents** from the North Dakota Department of Emergency Services to accept the \$126,400 grant award.

Cc: Fire Chief Gary Lorenz

Attachments: *EMPG FY 2025 Award Documents*

February 4, 2026

Fargo
Brady Scribner
Emergency Manager
225 4th St N
Fargo, ND 58102

Dear Brady Scribner:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDES) Division of Homeland Security, your grant application submitted for the FY 2025 Emergency Management Performance Grant (EMPG) has been approved for award in the amount of \$63,200.00 (federal share). Of the award \$18,960.00 (federal share) is for the tasks on the EM Duties Checklist to be completed throughout the duration of the grant (October 1, 2025 – September 30, 2026). This grant requires a 50/50 cost share.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter:

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial all pages of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and Special Conditions pages into the NDDES Grants System (<https://grants.des.nd.gov>) to the Project page. (See directions at the end of this letter.)

Project Reporting

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



Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CNETER

Reporting Period	Report Due Date
October 1 – December 31	due no later than January 15
January 1 – March 31	due no later than April 15
April 1 – June 30	due no later than July 15
July 1 – September 30	due no later than October 15

DES Grants System Document Upload Instructions

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

Please contact Annette Sabot at 701-328-8251 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief

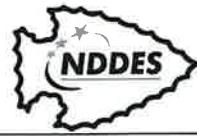


Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CNETER


NOTICE OF GRANT AWARD

Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119
Title of Grant Program: FY 2025 Emergency Management Performance Grant		
CFDA No. 97.042 EMPG		Federal Award to NDDES: \$2,840,601
Federal Award Identification Number: EMD-2025-EP-05002		Federal Award Date: September 29, 2025
This award is not R&D.		Indirect Cost Rate: 0% - ND does not have an approved ICR.
Federal Awarding Agency: U.S. Department of Homeland Security/FEMA		
Subrecipient Name and Address Fargo 225 4th St N Fargo, ND 58102		Subrecipient Authorized Contact Name: Brady Scribner Telephone: 701-476-4069 Email: BScrubner@FargoND.gov
Subrecipient UEI: K2QJQZVH5PM6	Subrecipient Grant Number: 11	County/Tribe: Cass
Period of Performance/Budget Period:	Start Date: October 1, 2025	End Date: September 30, 2026
Total Federal Funds Obligated: \$63,200.00	Subrecipient Cost Share: \$63,200.00	Total Project Cost: \$126,400.00
Project Description: The intent of this award is to sustain and enhance all-hazards emergency management capabilities of the subrecipient to coordinate natural and man-made hazards, as well as technological events that threaten the security of the homeland and safety and well-being of citizens in accordance with the federal Notice of Funding Opportunity for this grant program, the approved work plan, and approved cost line items.		
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDES quarterly through the NDDES grant portal (https://grants.des/nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.		
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.		
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants/des/nd.gov/site/HSGP.cfm . 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.		
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.		
Evidence of Subrecipient's Acceptance		Evidence of NDDES Approval
Signature	Date	 Signature
		February 4, 2026 Date
Name and Title of Authorized Representative Dr. Tim Mahoney Mayor		Name and Title of Authorized Representative Darin Hanson Director, HSEM



FY 2025 EMPG State Terms and Conditions

1. Prior Approval for Modification of Approved Budget

Before making any change to the approved budget for this award, you must request prior written approval from NDDES. NDDES may be required by 2 C.F.R. section 200.308 to request FEMA approval of any budget modifications.

2. NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Subrecipient is required to also follow the applicable provisions of the NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDES Grants website at <https://grants.des.nd.gov>.

3. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Subrecipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDES Grants Management System at <https://grants.des.nd.gov>.

4. Un-expended Funds

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

5. Work Plan Tasks

Funding associated with tasks not completed by date listed on EMPG Task List will be de-obligated.

6. Award Acceptance

The federal Notice of Grant Award, the DHS Standard Terms and Conditions (Agreement Articles), and these Special Conditions constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award subrecipient is certifying acceptance of the terms and conditions of the award.

Article 1	Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance .
Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7	Best Practices for Collection and Use of Personally Identifiable Information (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	CHIPS and Science Act of 2022, Public Law 117-167 CHIPS (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	<p>Communication and Cooperation with the Department of Homeland Security and Immigration Officials (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.</p>
Article 12	<p>Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>
Article 13	<p>Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>

Article 14	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 18	Equal Treatment of Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19	Anti-Discrimination Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 21	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certified-aircarriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 27	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254 (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."
Article 30	Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	Presidential Executive Orders Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	Reporting Recipient Integrity and Performance Matters If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	Reporting Subawards and Executive Compensation For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38	<p>Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.</p>
Article 39	<p>SAFECOM Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.</p>

Article 40	Subrecipient Monitoring and Management Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	System for Award Management and Unique Entity Identifier Requirements Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	Termination of a Federal Award (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.
Article 43	Terrorist Financing Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.
Article 44	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56 Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175-175c.

Article 46	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701-41 U.S.C. § 4712.
Article 48	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EO's and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49	Applicability of DHS Standard Terms and Conditions to Tribal Nations The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 50	Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	Indirect Cost Rate 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55

Compliance with Federal Immigration Law 1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56	Non-Applicability of Specific Terms and Agreement Articles Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.
Article 57	Impact of San Francisco v. Trump Preliminary Injunction Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
Article 58	Impact of State of Illinois v. FEMA Injunction Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article.
Article 59	Non-Applicability of Specific Agreement Articles Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60	Period of Performance and Budget Period Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025 to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.
Article 61	Funding Hold: Verification of State's Population FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award. To release the funding hold, the SAA must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States. FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.
Article 62	Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR) . Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027. If the Permanent Injunctions are vacated or extinguished, then the original period of performance from October 1, 2025 to September 30, 2026 will immediately become effective. Upon occurrence of this event, award recipients will have the right to terminate their grant agreements.
Article 63	Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR) . Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded. If the Permanent Injunctions are vacated or extinguished, then the original agreement article will immediately become effective. Upon occurrence of this event, award recipients will have the right to terminate their grant agreements.

(26)

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources

Re: NEOGOV Vetted

Date: January 29, 2026

The Human Resources Department utilizes NEOGOV for job postings, applicant tracking, onboarding, performance check-ins and stay interviews. We became aware that NEOGOV also offers background investigation software for public safety.

Camila VanDyke, Human Resources Manager, collaborated with the police and fire departments to assess the software. Chief Zibolski, Chief Lorenz and their leadership teams determined that Vetted will meet their needs better than the current software and will provide an enhanced tool for conducting and retaining background investigations for public safety positions.

The first year cost is \$4,593 to include implementation. Year two cost is \$3,920. Police and Fire Department budgets will share the cost of the software. The proposed agreement has been reviewed and approved by the City Attorney's Office.

RECOMMENDED MOTION: To approve the agreement with NEOGOV Vetted.



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-613011	Order #:	Q-409907
Customer:	Fargo, City of (ND)	Valid Until:	2/9/2026
Effective Employee Count:	1,038		
Sales Rep:	Emily Willis		

Customer Contact		Shipping Contact :	
Billing Contact:	Fargo, City of (ND) BETHANY Wiegman	Shipping Contact :	Fargo, City of (ND) Camila Van Dyke
Billing Address:	200 3rd St N Fargo, ND 58102	Shipping Address:	200 3rd St N Fargo, ND 58102
Billing Contact Email:	bwiegman@fargond.gov	Shipping Contact Email:	cvandyke@fargond.gov
Billing Phone:	7014764175	Shipping Phone:	7014764125

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service					
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Year 1

Item	Type	Start Date	End Date	License Type	Total (USD)
Vetted Subscription	Recurring	2/9/2026	2/8/2027	Usage Based	\$2,992.50
Background investigation software to manage process required for vetting a new employee. Provides centralized place to manage candidates through selection process for both recruiters and background investigators. Pricing for Vetted is based on the Quantity purchased where Quantity represents the anticipated use of the Vetted product taking into account Customer's historical use over the prior twelve month period. If Customer's usage exceeds the Quantity during a given subscription year, NEOGOV will adjust the pricing for any subsequent year to take into account Customer's increased usage based on Customer's actual usage in the twelve-month period preceding the new subscription year or in the case of a renewal term, the twelve month period preceding the generation of the renewal quote (or an annualization of usage if twelve months of usage are not yet available). For avoidance of doubt, nothing restricts NEOGOV from increasing its per unit pricing in the ordinary course of business.					
Vetted Setup	Services			Usage Based	\$1,600.00
Services to setup Vetted for an organization includes enabling the product, creating standard templates for PHS, questionnaires, correspondence and checklists; access to online training courses, online guidance from a NEOGOV implementation consultant during initial setup and implementation.					
Year 1 TOTAL:					\$4,592.50

Year 2

Item	Type	Start Date	End Date	License Type	Total (USD)
Vetted Subscription	Recurring	2/9/2027	2/8/2028	Usage Based	\$3,920.00
Background investigation software to manage process required for vetting a new employee. Provides centralized place to manage candidates through selection process for both recruiters and background investigators. Pricing for Vetted is based on the Quantity purchased where Quantity represents the anticipated use of the Vetted product taking into account Customer's historical use over the prior twelve month period. If Customer's usage exceeds the Quantity during a given subscription year, NEOGOV will adjust the pricing for any subsequent year to take into account Customer's increased usage based on Customer's actual usage in the twelve-month period preceding the new subscription year or in the case of a renewal term, the twelve month period preceding the generation of the renewal quote (or an annualization of usage if twelve months of usage are not yet available). For avoidance of doubt, nothing restricts NEOGOV from increasing its per unit pricing in the ordinary course of business.					
Year 2 TOTAL:					\$3,920.00
Total: \$8,512.50					



SERVICES AGREEMENT

V011025 (Revised)

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. **SaaS Subscription.**
 - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.



- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
- c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

- a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice. Upon termination Customer can export Customer Data to a flat file for retrieval at no cost to Customer.
- 7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.



- c) **Data Processing Agreement.** The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.
- d) **Data Responsibilities.**
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification. NEOGOV shall comply with all applicable laws, including North Dakota Century Code Ch. 51-30 as applicable in the event of a breach.
- f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. **Nondisclosure.**



INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) **No Medical Advice.** Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) **Customer Indemnity.** To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) **NEOGOV Indemnity.** Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) **Indemnification Procedures.** In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of



19. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. **Entire Agreement; Amendment; Addendum.** This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. **General.**
 - a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Cass County, North Dakota.
 - b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.



Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketeer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.



in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(27)

City of Fargo Staff Report			
Title:	Barry's Addition	Date: Update:	5/28/2025 2/12/2026
Location:	1620, 1624, 1630, 1632, and 1666 1st Avenue North.	Staff Contact:	Donald Kress, current planning coordinator
Legal Description:	Lot 2, Block 1, Brewhalla Addition		
Owner(s)/Applicant:	MBA Investments, LLC / Kevin Bartram	Engineer:	RJN Surveys
Entitlements Requested:	Minor Subdivision (a replat of Lot 2, Block 1, Brewhalla Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: February 17 th , 2026		

Existing	Proposed
Land Use: Commercial, Residential, and Industrial	Land Use: No change
Zoning: GC, General Commercial with a Planned Unit Development (PUD)	Zoning: No change
Uses Allowed: Colleges, community service, daycare centers of unlimited size, detention facilities , health care facilities, parks and open space, religious institutions, safety services, basic utilities, adult establishment , offices, off-premise advertising , commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair , limited vehicle service , basic utilities, and some telecommunication facilities Planned Unit Development (PUD) Ordinance No. 5295 prohibits certain uses and allows residential and industrial uses	Uses Allowed: No change.
Maximum Building Coverage Allowed: 85%	Maximum Lot Coverage Allowed: Unchanged

Proposal:
The applicant requests one entitlement:
1. A minor subdivision, to be known as Barry's Addition , replat of Lot 2, Block 1, Brewhalla Addition to the City of Fargo, Cass County, North Dakota
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.
Surrounding Land Uses and Zoning Districts:
<ul style="list-style-type: none"> North: GC with commercial uses East: LI, Limited Industrial with industrial uses South, across BNSF railroad tracks: GC with commercial uses. West: GC with commercial uses (Brewhalla)
(continued on next page)

Context:

Schools: The subject property is located within the Fargo School District, specifically within the Roosevelt/Horace Mann Elementary, Ben Franklin Middle and Fargo North High schools.

Neighborhood: The subject property is located within the Madison/Unicorn Park Neighborhood. (*Note that even though the subject property is in the Madison/Unicorn Park neighborhood, it is within the Roosevelt/Horace Mann elementary school attendance area. The attendance area boundary between Roosevelt/Horace Mann and Madison is approximately 200 feet to the west of the subject property*)

Parks: Unicorn Park, 1603 3rd Avenue North, located approximately 0.16 miles north of the subject property, provides amenities of basketball courts, grill and picnic tables, a playground, recreational trails and a warming house.

Pedestrian / Bicycle: There are no shared use paths adjacent to the subject property.

Transit: The subject property is not along a MATBus route.

Staff Analysis:

The PUD for this property was created in April, 2021, rezoning portions of Reeves Addition, Milwaukee Addition, and Section 1, T139N, R49W. Brewhalla Addition was platted over this area in May, 2021.

The PUD created a residential/commercial/industrial mixed use project. Lot 2, Block 1, Brewhalla Addition includes all three of these uses. The applicant now wants to separate the individual businesses and uses on Lot 2 into four individual lots.

CORE NEIGHBORHOODS MASTER PLAN

The subject property is within the Madison/Unicorn Park neighborhood covered by the Core Neighborhoods Master Plan. No change to the plan designation is proposed. The Madison/Unicorn Park implementation brief does not address subdivisions of existing developed properties.

SUBDIVISION

The subdivision plat divides the existing Lot 2, Block 1, Brewhalla Addition into four lots, created to separate the individual uses on that lot. All four new lots are within the original boundary of Lot 2, Block 1, Brewhalla Addition. The plat depicts shared access and utility easements.

The individual uses on the proposed lots are summarized in the chart below.

Lot Number	Business Name	Use Type
1	Private residence	Household living
2	Interoffice; Railyard Offices	Retails Sales and Service; Office
3	Empower; Drekker Brewing; Interoffice	Retail sales and service; warehouse
4	Drekker Brewing	Manufacturing and production (brewery)

ZONING—PLANNED UNIT DEVELOPMENT

The properties are zoned GC, General Commercial with a PUD, Planned Unit Development. The PUD was established by Ordinance No. 5295 in 2021. Staff has evaluated the PUD in relation to the proposed subdivision and determined that no amendment to the PUD overlay or PUD master land use plan is required. The PUD will continue in effect on the newly platted lots.

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.**
This subdivision is intended to replat one existing lots into a four-lot, one block subdivision. The properties within this plat are currently zoned GC, General Commercial with a PUD, planned unit development. No change to the zoning is proposed. 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 not received any comments or inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
(Criteria Satisfied)
- 2. Section 20-0907.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 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.
(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Barry's Addition**, as outlined within the staff report, as the proposal complies with the standards of Section 20-0907.B & C, standards of Article 20-06, Core Neighborhoods Master Plan—Madison/Unicorn Park, and all other applicable requirements of the Land Development Code.

Planning Commission Recommendation: June 3rd, 2025

At the June 3rd, 2025 Planning Commission hearing, that Commission, by a vote of 10-0 with one Commissioner absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Barry's Addition** as outlined within the staff report, as the proposal complies with the standards of Section 20-0907.B & C, standards of Article 20-06, Core Neighborhoods Master Plan—Madison/Unicorn Park, and all other applicable requirements of the Land Development Code.

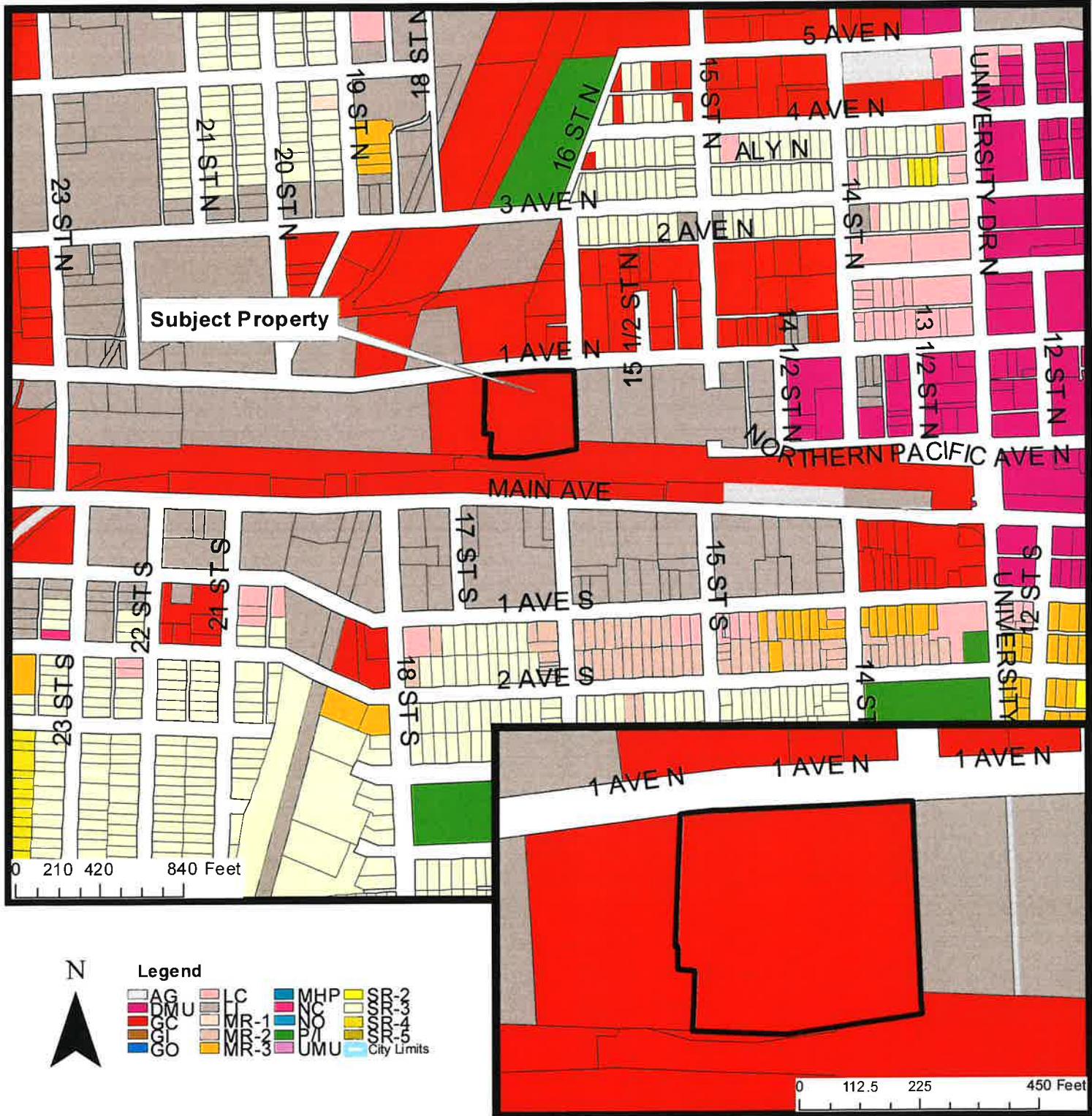
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

Barry's Addition

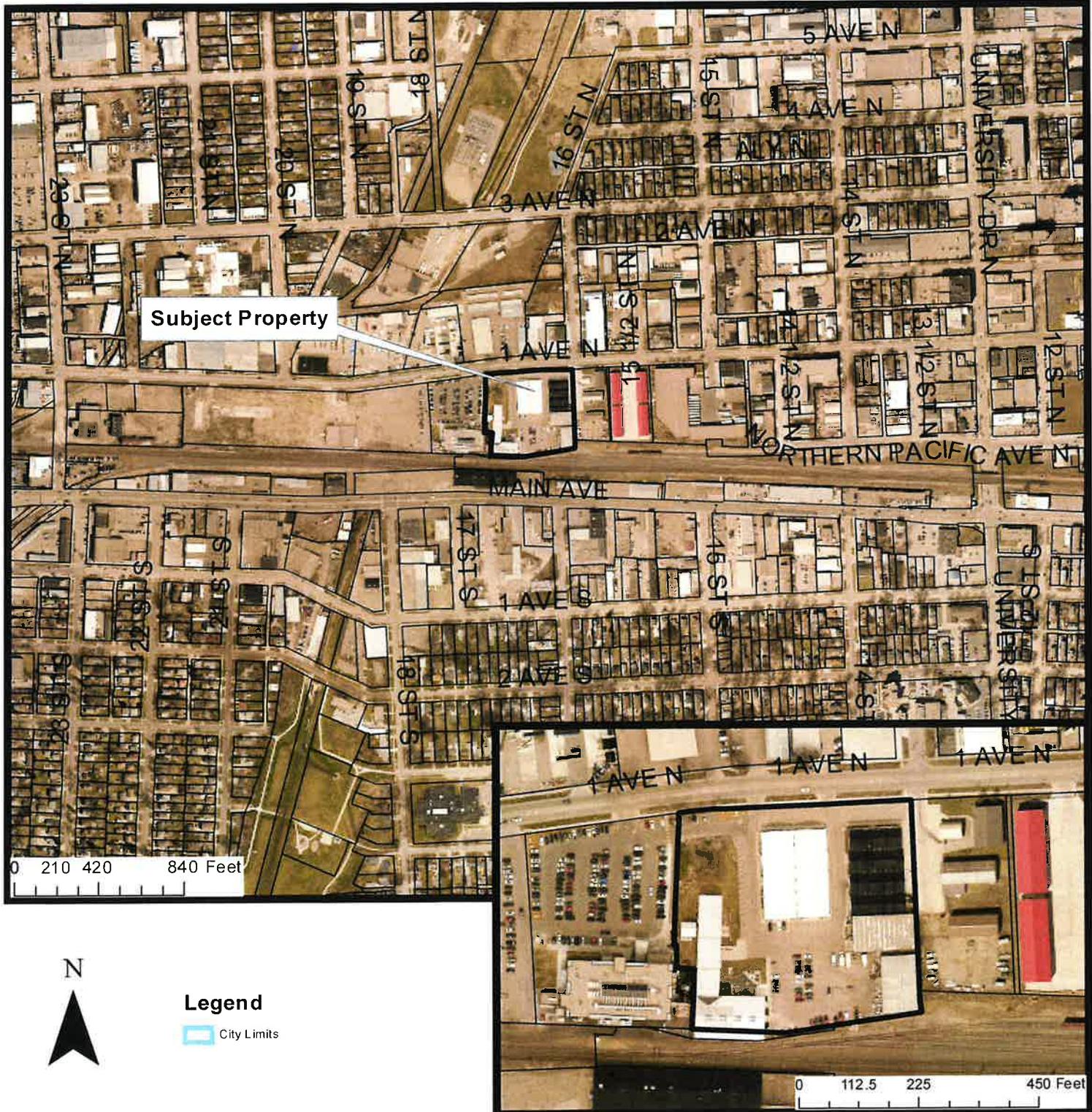
1620, 1624, 1630, 1632, and 1666 1st Avenue North



Minor Subdivision

Barry's Addition

1620, 1624, 1630, 1632, and 1666 1st Avenue North





(28)

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

TO: Board of City Commissioners
FROM: Tom Ganje, Fleet Purchasing Manager
RE: Lease Contract for Mobile Command Center Vehicle
DATE: February 17, 2026

The attached lease agreement with CapFirst Equipment Finance is in regard to a Mobile Command Center Vehicle for the Red River Valley Unmanned Aircraft Systems Unit. This procurement was approved by the Board of City Commissioners on September 29, 2025, item 21e.

CapFirst will be providing a six-year lease for a total of \$105,000, Lease Agreement No. 40006366.

SUGGESTED MOTION:

Approve a lease agreement with CapFirst Equipment Finance in the amount of \$150,000 for six-years for a Mobile Command Center Vehicle. (PBC25036).

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



3266 Oak Ridge Loop E
West Fargo, ND 58078

February 15, 2026

City of Fargo, North Dakota
ATTN: Tim Mahoney
Attn: Tanner S.
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. 40006366

Dear Mr. Mahoney:

Enclosed please find the following documentation for this lease:

- Invoice for Advance Payment and Documentation Fee
- Lease with Option to Purchase Agreement No. 40006366
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information
 - Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

A handwritten signature in blue ink, appearing to read "David Suppes".

David Suppes
President



3266 Oak Ridge Loop E
West Fargo, ND 58078

Invoice#:

Invoice Date:

INVOICE

Advance Payment

2/15/2026

Remit To:

Invoice to:

CapFirst Equipment Finance, Inc.
3266 Oak Ridge Loop E
West Fargo, ND 58078

City of Fargo, North Dakota
Attn: Tanner S.
Fargo, ND 58102

LEASE#	AMOUNT
40006366	
First Advance Payment: Documentation Fee	\$25,000.00 \$300.00
Total Amount Due:	\$25,300.00

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40006366

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

CITY OF FARGO, NORTH DAKOTA

As Lessee

Dated as of February 15, 2026

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 2/15/2026 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 3266 Oak Ridge Loop E West Fargo, ND 58078; and City of Fargo, North Dakota a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is Attn: Tanner S., Fargo, ND 58102;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1st in every year and ends on the following December 31st.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of City of Fargo, North Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by City of Fargo, North Dakota.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includable in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

(j) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a domestic corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of

the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation,

maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment.

Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

- (i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.
- (ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.
- (iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includable in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR:

CAPFIRST EQUIPMENT FINANCE, INC.

By: _____

Title: _____

Date: 2/15/2026

LESSEE:

City of Fargo, North Dakota

By: _____

Name/Title: Tim Mahoney / Mayor

Date: 2/15/2026

ATTEST:

By: _____

Name/Title: Angie Bear / Deputy Auditor

EXHIBIT A

EQUIPMENT

Lessee: City of Fargo, North Dakota
Attn: Tanner S.
Fargo, North Dakota 58102

Date of Lease: 2/15/2026
Lease #: 40006366

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Location Site: Attn: Tanner S. Fargo, North Dakota 58102

QTY.	SERIAL NO.	DESCRIPTION
1	1FTBW3UG8TKA33692	2026 Ford T350 AWD Van Truck High Roof Drone Command Unit including attachments and related equipment

Description of Financed Amount:

Cost of above Equipment	\$105,000.00
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	
Down Payment	
Net Financed Amount:	\$105,000.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Fargo, North Dakota
Attn: Tom Ganje
Fargo, North Dakota 58102

Date of Lease: 2/15/2026
Lease #: 40006366

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
2/15/2026	\$25,000.00	\$0.00	\$25,000.00	\$81,921.00
2/15/2027	\$18,350.00	\$3,799.26	\$14,550.74	\$66,766.00
2/15/2028	\$18,350.00	\$3,108.23	\$15,241.77	\$51,020.00
2/15/2029	\$18,350.00	\$2,384.39	\$15,965.61	\$34,659.00
2/15/2030	\$18,350.00	\$1,626.17	\$16,723.83	\$17,661.00
2/15/2031	\$18,350.00	\$831.95	\$17,518.05	\$0.00

*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Fargo, North Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated February 15, 2026 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on 2/15/2026 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of North Dakota insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: February 15, 2026

City of Fargo, North Dakota

By: _____

Name/Title: Tim Mahoney / Mayor

ATTEST:

By: _____

Name/Title: Angie Bear / Deputy Auditor

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT NO. 40006366

BE IT RESOLVED by the governing body of the City of Fargo, North Dakota (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40006366 dated as of 2/15/2026 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

City of Fargo, North Dakota

By: _____ 

Name/Title: Tim Mahoney / Mayor

ATTEST:

By: _____ 

Name/Title: Angie Bear / Deputy Auditor

INSURANCE COVERAGE REQUIREMENT

Your lease with CAPFIRST EQUIPMENT FINANCE, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

INSURANCE AGENT DATA:

NAME OF INSURANCE AGENT: _____

ADDRESS: _____

PHONE #: _____ CONTACT PERSON: _____

Named Insured / Lessee: City of Fargo, North Dakota

Lease with Option to Purchase Agreement No.: 40006366

Coverage:

All Risk Personal Property and/or
EDP, if applicable

Certificate Holders:

Loss Payee(s) As Their Interests
May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns
3266 Oak Ridge Loop E
West Fargo, ND 58078

Coverage:

General Liability

Certificate Holders:

Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns
3266 Oak Ridge Loop E
West Fargo, ND 58078

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to CapFirst Equipment Finance, Inc. at the address above, or fax it to us at (701) 639-7031.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.

CERTIFICATE OF INCUMBENCY

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40006366
DATED AS OF 2/15/2026

I, Angie Bear, do hereby certify that I am the duly elected or appointed and acting Deputy Auditor of the City of Fargo, North Dakota (the “Lessee”), a political subdivision duly organized and existing under the laws of the State of North Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
<u>Tim Mahoney</u>	<u>Mayor</u>	
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto on 2/15/2026.


Signature

Angie Bear / Deputy Auditor
Print Name / Title

(SEAL)

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if **Amended Return** ►

1 Issuer's name

2 Issuer's employer identification number (EIN)

45-1002069

3a Telephone number of other person shown on 3a

(701) 241-1333**CITY of FARGO, NORTH DAKOTA**

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

ANGIE BEAR, DEPUTY AUDITOR

4 Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

225 4th Ave N

6 City, town, or post office, state, and ZIP code

FARGO, ND 58102

8 Name of issue

Lease Purchase #40006366

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information

7 Date of issue

2/15/2026

9 CUSIP number

10b Telephone number of officer or other employee shown on 10a

701 241-1333**ANGIE BEAR, DEPUTY AUDITOR****Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ► Lease Purchase #40006366	18 105,000.00
19a If bonds are TANs or RANs, check only box 19a	► <input type="checkbox"/>
b If bonds are BANs, check only box 19b	► <input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	► <input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2/15/2031	\$ 105,000.00	\$ N/A	5 years	4.75 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	N/A
23 Issue price of entire issue (enter amount from line 21, column (b))	23	105,000.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25 Proceeds used for credit enhancement	25	N/A
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A
29 Total (add lines 24 through 28)	29	N/A
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	N/A	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	N/A	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	N/A	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		N/A	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/A
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) <u>N/A</u>		
c	Enter the name of the GIC provider ► <u>N/A</u>		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/A
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) <u>N/A</u>		
c	Enter the EIN of the issuer of the master pool bond ► <u>N/A</u>		
d	Enter the name of the issuer of the master pool bond ► <u>N/A</u>		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► <input checked="" type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► <u>N/A</u>		
c	Type of hedge ► <u>N/A</u>		
d	Term of hedge ► <u>N/A</u>		
42	If the issuer has superintegrated the hedge, check box ► <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ► <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► <u>N/A</u>		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) <u>N/A</u>		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Date
	Firm's name ►		Firm's EIN ►	
	Firm's address ►		Phone no.	

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if **Amended Return** ►

1 Issuer's name

CITY OF FARGO, NORTH DAKOTA

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

ANGIE BEAR, DEPUTY AUDITOR

4 Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

225 4th Ave N

6 City, town, or post office, state, and ZIP code

FARGO, ND 58102

8 Name of issue

Lease Purchase #40006366

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information

ANGIE BEAR, DEPUTY AUDITOR**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11	Education	11
12	Health and hospital	12
13	Transportation	13
14	Public safety	14
15	Environment (including sewage bonds)	15
16	Housing	16
17	Utilities	17
18	Other. Describe ► Lease Purchase #40006366	18 105,000.00
19a	If bonds are TANs or RANs, check only box 19a	► <input type="checkbox"/>
b	If bonds are BANs, check only box 19b	► <input type="checkbox"/>
20	If bonds are in the form of a lease or installment sale, check box	► <input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	2/15/2031	\$ 105,000.00	\$ N/A	5 years	4.75 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	N/A
23	Issue price of entire issue (enter amount from line 21, column (b))	23	105,000.00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25	Proceeds used for credit enhancement	25	N/A
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A
29	Total (add lines 24 through 28)	29	N/A
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	► N/A	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	► N/A	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	► N/A	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	N/A	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/A
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) <u>N/A</u>		
c	Enter the name of the GIC provider ► <u>N/A</u>		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/A
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) <u>N/A</u>		
c	Enter the EIN of the issuer of the master pool bond ► <u>N/A</u>		
d	Enter the name of the issuer of the master pool bond ► <u>N/A</u>		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► <input checked="" type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► <u>N/A</u>		
c	Type of hedge ► <u>N/A</u>		
d	Term of hedge ► <u>N/A</u>		
42	If the issuer has superintegrated the hedge, check box ► <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ► <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► <u>N/A</u>		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) <u>N/A</u>		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ►		Firm's EIN ►	PTIN
	Firm's address ►		Phone no.	

29



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: City Commissioners

From: Chief David B. Zibolski *DZ*

Date: February 12, 2026

RE: Extension of FMLA leave for Fargo Police Sergeant Dan Hulbert

Dear City Commissioners,

Dan Hulbert, a Sergeant at the Fargo Police Department has requested an extension of his FMLA leave of absence. The anticipated date to begin is February 25, 2026 for up to an additional 90 days. The employee is able to draw from accrued time off benefits including vacation, sick leave and unpaid leave (if applicable). This request comes with the approval of the appointed Authority Police Chief David Zibolski.

Recommended Motion:

To approve the extended FMLA leave of absence for Sergeant Dan Hulbert.

Sincerely,

David B. Zibolski
Chief of Police

COPY



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WORKS

(30)

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

February 9, 2026

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

RE: Crawler Dozer with Waste Handler Package (RFP26057)

Commissioners:

On January 23, 2026 three proposals were received for the purchase of one Crawler Dozer with Waste Handler Package. The results of the proposals are as follows:

<u>Company</u>	<u>Cost</u>
RDO Equipment	\$556,000.00
Butler Machinery	\$622,491.52
General Equipment	\$749,776.06

Scott Olson, Dustin Halsne and I evaluated the proposals and determined that only one proposal was compliant. RDO Equipment met all required specifications and the cost was within expected parameters. Solid Waste has funding for this project in its 2026 budget.

Based on their proposal, our recommendation is to purchase the Crawler Dozer with Waste Handler Package from RDO Equipment with a four-year lease at the time of purchase.

Recommended Motion:

Approve the purchase of one Crawler Dozer with Waste Handler Package from RDO Equipment in the amount of \$556,000 with a four-year lease.

Respectfully submitted,

Tom Ganje
Fleet Purchasing Manager

Crawler Dozer with Waste Handler Package

RFP26057

1/23/2026

	RDO Equipment	Butler Machinery	General Equipment
Make	John Deere	Caterpillar	Kumatsu
Model	850P	D6	D65pxi-18
Total Machine Price	\$556,000.00	\$622,491.52	\$749,776.06



PUBLIC
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(31)

FLEET MANAGEMENT, FORESTRY
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Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

February 10, 2026

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

RE: Two (2) Auto Side-Load (ASL) Refuse Trucks

Commissioners,

On January 23, 2026 the review committee consisting of Scott Olson, Dave Rheault and Tom Ganje, read and evaluated three proposals that were received for two auto side-load refuse trucks. All vendors met the required specifications, with two coming in below budget. The results were as follows:

<u>Company</u>	<u>Price per Unit</u>
MacQueen	\$308,142.00 (less trade \$25,000) = \$283,142.00
Sanitation Products	\$327,746.00 (less trade \$20,000) = \$307,746.00

The review committee recommends awarding one refuse truck to MacQueen and one to Sanitation Products. MacQueen currently utilizes a travel-based service model, while Sanitation Products provides a locally based service to the City of Fargo. This approach will allow the Solid Waste Department to integrate MacQueen's auto side-load truck into the fleet, while verifying that service and support needs are adequately being met. Funding for this purchase has been included in the 2026 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to purchase two ASL trucks, one from MacQueen with Unit 153 trade value of \$25,000.00, and one from Sanitation Products with Unit 156 trade value of \$20,000.00 for a total cost of \$590,888.00, after trade in values.

Respectfully submitted,


Tom Ganje
Fleet Purchasing Manager

City of Fargo Solid Waste Two (2) Auto Side Loads
RFP26058
1/29/2026

	Mcqueen	Sanitation Products	GSP Marketing Inc. D.D.A. GS Products
Chassis Make	Freightliner	Freightliner	Freightliner
Chassis Model	SD108	M2 106 Plus	SD108
Body Make	McNeilus	Labrie	GS Products
Body Model	Automized ZR	Automizer TTD	CS8127A
Total Truck Price	\$308,142.00	\$327,746.00	\$387,500.00
Total Truck Price for (2)	\$616,284.00	\$655,492.00	\$775,000.00
Trade In value 153	\$25,000.00	\$20,000.00	\$15,000.00
Trade In Value 156	\$20,000.00	\$20,000.00	\$15,000.00
Total Truck Price for (2) minus Trade in Values	\$571,284.00	\$615,492.00	\$745,000.00
Total Truck Price for (1) minus Trade in Vlaue (153)	\$283,142.00	NA	NA
Total Truck Price for (1) minus Trade in Vlaue (156)	NA	\$307,746.00	NA
Meets Specifications	Yes	Yes	Yes



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(32)

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FargoND.gov

February 9, 2026

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

RE: Vehicle Replacement Purchase of one Motor Grader and Wing (RFP26066)

Commissioners,

On February 6, 2026, Ben Dow and I reviewed and evaluated two proposals that were received for a vehicle replacement purchase of one motor grader and wing. The results are as follows:

<u>Firm</u>	<u>Price with Trade</u>
Butler Machinery	\$280,511.62
RDO Equipment	\$293,000.00

Only Butler Machinery met all of the required specifications, and the price fell within the expected parameters. Our recommendation is to purchase one motor grader and wing based on the proposal from Butler Machinery. A five-year complete machine warranty totaling \$11,125.00 will also be purchased. Funding for this project is included in the 2026 Vehicle Replacement Budget.

SUGGESTED MOTION

Approve the recommendation to purchase one motor grader and wing with a five-year complete machine warranty from Butler Machinery totaling \$291,636.62 (RFP26066).

Respectfully submitted,

Tom Ganje
Fleet Purchasing Manager

2026 Replacement Motor Grader and Wing

RFP26066

2/6/2026

	Butler Machinery	RDO Equipment
Make	Caterpillar	John Deere
Model	140 AWD JOY	672P
Price For (1) Motor Grader and Wing	\$355,511.62	\$367,000.00
Trade-In Value (Unit 612)	\$75,000.00	\$74,000.00
5/year Complete Machine Warranty	\$11,125.00	\$13,500.00
Total Price For (1) Motor Gader and Wing Minus Trade-Value and Warranty	\$291,636.62	\$306,500.00



PUBLIC
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(33)

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

February 10, 2026

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

RE: City of Fargo, Water Main Materials, Miscellaneous Water Distribution Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP26074

Commissioners:

On February 6, 2026, proposals were received for Water Main Materials, Miscellaneous Water Distribution Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials. Totals for each section are calculated by individual unit costs. The totals for each section are added to calculate the total price.

The results are as follows:

Core and Main

Section 1: \$ 8,095.96
Section 2: \$ 56,616.69
Section 3: \$120,299.74
Section 4: \$ 2,288.44
Total Price: \$187,300.83

Ferguson Waterworks

Section 1: \$ 7,275.35
Section 2: \$ 58,135.66
Section 3: \$127,434.00
Section 4: \$ 2,313.72
Total Price: \$195,158.73

Dakota Supply Group

Section 1: \$ 9,514.58
Section 2: \$ 57,763.58
Section 3: \$120,269.07
Section 4: \$ 2,241.44
Total Price: \$189,788.67

RECOMMENDATION: This office recommends the award of the Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials RFP to Core and Main as lowest and best proposal. RFP26074

Sincerely,

Corey Houim
Services Manager
Fargo Public Works

City of Fargo Water Main Materials, Misc. Materials, Fire Hydrant/Parts, and Misc. Street Materials RFP26074
Bids Received 2/06/2026

	Core & Main* Award Bid	Ferguson Waterworks	Dakota Supply Group
Section 1: Repair Sleeves	\$8,095.96	\$7,275.35	\$9,514.58
Section 2: Misc. Materials	\$56,616.69	\$58,135.66	\$57,763.58
Section 3: Fire Hydrant Parts	\$120,299.74	\$127,434.00	\$120,269.07
Section 4: Misc. Street Material	\$2,288.44	\$2,313.72	\$2,241.44
Total Price:	\$187,300.83	\$195,158.73	\$189,788.67

34

REPORT OF ACTION**UTILITY COMMITTEE**

Project No. Task Order 26-01

Type: – Engineering Task Order

Location: Solid Waste Division

Date of Hearing: 02/11/2026

<u>Routing</u>	<u>Date</u>
City Commission	02/16/2026
Project File	Water Treatment Plant Recycling Drop Site

Scott Olson, Solid Waste Utility Director, presented the attached Task Order with Stantec for General Engineering Services which will cover permit required compliance and constructed related outside engineering needs in 2026. The services of the engineer are shown below:

Description of Service	Estimated Annual Amount	Basis of Compensation
1. Basic Services		
100.01 – Planning	\$21,275	Hourly
100.02 – Construction	\$42,150	Hourly
100.03 – Surface Water	\$10,300	Hourly
100.04 – Hydrogeologic	\$65,800	Hourly
100.05 – Air Quality	\$19,100	Hourly
100.06 – Permit	\$11,250	Hourly
100.07 – On-Call	\$10,075	Hourly
TOTAL ESTIMATED COMPENSATION	\$179,950	

Costs for engineering services are budgeted in the 2026 Solid Waste Operating Budget.

MOTION:

On a motion by James Hausauer, seconded by Tom Knakmuhs, the Utility Committee voted to approve Task Order 26-01 to Stantec in the amount of \$179,950.

COMMITTEE:

Denise Kolpack, City Commissioner
 Thomas Knakmuhs, City Engineer
 Brenda Derrig, Assistant City Administrator
 Susan Thompson, City Finance Director
 Bruce Grubb, City Administration
 Brian Ward, Water Plant Supt.
 Mark Miller, Wastewater Plant Supt.
 Scott Liudahl, City Forester
 James Hausauer, Wastewater Util. Director
 Troy Hall, Water Utility Director
 Ben Dow, Public Works Operations Director
 Scott Olson, Solid Waste Utility Director
 Daniel Portlock, Water Utility Engineer

Present	Yes	No	Unanimous
X	X		X
X	X		
X	X		
X	X		
X	X		
X	X		
X	X		
X	X		
X	X		
X	X		
X	X		
X	X		
X	X		
X	X		

ATTEST:

 Scott Olson, PE
 Solid Waste Utility Director

C Tim Mahoney, Mayor
 Commissioner Turnberg
 Commissioner Piepkorn
 Commissioner Strand

To: Utility Committee
From: Scott Olson, Solid Waste Utility Director
Date: February 5, 2026
Subject: Stantec Task Order 26-01 – 2026 General Engineering Services

Attached for your reference is a proposed **Task Order from Stantec** for 2026 General Engineering Services. Work under this task order typically involves items related to planning, operations and compliance reporting requirements for the Solid Waste Division.

The services of the engineer are separated into seven phases as shown below:

Description of Service	Estimated Annual Amount	Basis of Compensation
1. Basic Services		
100.01 – Planning	\$21,275	Hourly
100.02 – Construction	\$42,150	Hourly
100.03 – Surface Water	\$10,300	Hourly
100.04 – Hydrogeologic	\$65,800	Hourly
100.05 – Air Quality	\$19,100	Hourly
100.06 – Permit	\$11,250	Hourly
100.07 – On-Call	\$10,075	Hourly
TOTAL ESTIMATED COMPENSATION	\$179,950	

The major tasks required under the General Engineering Services are related to monthly, semi-annual and annual monitoring as required by governing bodies ranging from the North Dakota Department of Environmental Quality (NDDEQ) and the Environmental Protection Agency (EPA). The City of Fargo Landfill is also the only landfill in the State of North Dakota managing and operating a renewable energies program, regulated by the NDDEQ and EPA.

It is important to note the costs as shown above are estimates based on working hours that could be expended for engineering services. On average, the Solid Waste Division has spent approximately \$170,000 on similar services.

Costs for engineering services are budgeted for in the 2026 Landfill Division for Engineering Services

Recommendation

Approve the attached **Task Order from Stantec** for 2026 General Engineering Services in the amount not to exceed \$179,950.

TASK ORDER 26-01
2026 General Engineering Services

This is Task Order No. 26-01
consisting of 5 pages.

Task Order General Engineering Services

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated **January 1, 2021** and extended on November 24, 2025 and effective January 1, 2026 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: February 4, 2026
- b. Owner: City of Fargo – Division of Solid Waste
- c. Engineer: Stantec Consulting Services Inc.
- d. Specific Project (title): 2026 General Engineering Services
- e. Specific Project (description): Stantec will complete general engineering services for the City as requested. Work under this task order will typically involve items related to planning, operations, and reporting requirements for the Division of Solid Waste related to its solid waste management. See a breakdown of phases below.

2. Services of Engineer

A breakdown of the phases and general scope of work as follows:

Phase 100.01 – Planning

Stantec will provide assistance to the City, as requested, and is anticipated to include both short-term and long-term conceptual planning related to solid waste items. Anticipated projects for this task include the Landfill Landscape Improvement Project, cell planning and operational drawings and calculations, attending monthly capital improvement planning meetings, and the coordination and planning of boring exploration for future cell expansion.

This task does not account for any engineering design post 30% of any future cell or the cost of subconsultants to conduct exploratory sub-surface soil borings.

Phase 100.02 – Construction

Stantec will provide engineering assistance for items pertaining to construction projects at the facility. This would typically be used for construction projects that the City is self-performing and could include both the MSW and inert waste disposal areas, as well as potential stormwater infrastructure improvements. Typical work would include design plans and specifications, part-time CQA services (onsite observation, soil testing, etc.), and documentation of construction activity observed by Stantec. This work would also include survey grade staking, assistance with GPS-controlled equipment user files, and completion of onsite survey work as needed.

Phase 100.03 – Surface Water

Stantec will provide assistance for items pertaining to surface water management at the facility. This task includes stormwater sample collection for up to two rain events, laboratory analysis and coordination, minor updates to the Stormwater Pollution Prevention Plan (SWPPP) if needed, assisting with the submittal of the annual discharge monitoring report (DMR), and providing up to four SWPPP/Spill Prevention Control and Countermeasures (SPCC) training events to City staff, as needed.

Phase 100.04 – Hydrogeologic

Stantec will prepare a draft of the 2025 Annual Water Quality Report for review to the City. The final report is due to the NDDEQ by March 1, 2026. This task does not include preparation of the Annual Report, as the City prepares its operational reporting items separately from the Annual Water Quality Report.

Stantec will also perform the Spring 2026 and Fall 2026 water quality monitoring events which consist of sampling the Landfill monitoring wells and leachate locations. The samples will be collected and analyzed according to the requirements of the Groundwater Monitoring Plan (GMP), Permit 0260, and North Dakota Solid Waste Rules. Samples will be sent to Minnesota Valley Testing Laboratories (MVTL) for analysis (laboratory costs, shipping, and misc. sampling expenses are included as part of this task). Upon receipt of the MVTL laboratory reports, Stantec will update the historical groundwater data spreadsheets and prepare the Spring Monitoring Report. The Spring Monitoring Report will be submitted to the NDDEQ by August 31, 2026. Stantec will submit the fall MVTL laboratory report and results summary as part of the Annual Water Quality Report due in 2027.

Please note that this phase includes allotted time for updating the draft historical groundwater data spreadsheets and draft figures for the future 2026 Annual Water Quality Report. This phase does not include time for future statistical analysis and preparation of the draft 2026 Annual Water Quality Report, as this is work is anticipated to be completed in early 2027.

Phase 100.05 – Air Quality

Stantec will assist with annual testing and reporting requirements for the Air Curtain Incinerator, complete semiannual and annual monitoring reporting, complete annual emission calculations, and other tasks requested by the City.

Phase 100.06 – Permit

Stantec will assist with responses to NDDEQ comments regarding the 2025/2026 permit modification. This work assumes minor drawing and report updates, comment responses, and up to two meetings with NDDEQ staff members to review the permit modification comments and response questions.

In the event of major comments or redesign work, Stantec will provide an estimate of time and materials to the City before completion of work.

Phase 100.07 – On-Call

Stantec proposes to assist the City with any Landfill-related general compliance activities related to Permit 0260 or other Landfill related items. Such services could include items including, but not limited to, the following:

- Annual Financial Assurance updates and calculations for submittal to NDDEQ.
- Landfill gas related items such as bi-weekly meetings, collection system operations, monitoring and maintenance assistance, EPA reporting and emissions calculations, and landfill gas end use related items.

- Responses to NDDEQ inspection letters/Letter of Apparent Non-Compliance (LOAN)

Activities requested by the City to be performed under this task will be discussed on a case-by-case basis and are to be invoiced for actual time and material expenses.

A. Designing to a Construction Cost Limit

“Does not apply”

B. Other Services

Engineer shall also provide the following services:

No others identified at this time

C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:
None

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

None noted

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the schedule as discussed and mutually agreed upon for each item as assistance is identified and requested of Stantec.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Estimated Annual Amount	Basis of Compensation
1. Basic Services		
100.01 – Planning	\$21,275	Hourly
100.02 – Construction	\$42,150	Hourly
100.03 – Surface Water	\$10,300	Hourly
100.04 – Hydrogeologic	\$65,800	Hourly
100.05 – Air Quality	\$19,100	Hourly
100.06 – Permit	\$11,250	Hourly
100.07 – On-Call	\$10,075	Hourly
TOTAL ESTIMATED COMPENSATION	\$179,950	

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

The above costs are estimates only and invoicing will be based on actual time and material spent. Annual fees for this task order will not exceed \$179,950 without prior written approval.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order
No others identified at this time

8. Other Modifications to Agreement and Exhibits:
None

9. Attachments:
Table 1 – Hourly rate table
Table 2 – Equipment cost form

10. Other Documents Incorporated by Reference:
None

11. Terms and Conditions
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 4, 2026.

OWNER:

By:

Print Name: Timothy Mahoney

Title: Mayor

ENGINEER:

By:



Print Name: Christina Wilwand

Title: Environmental Scientist

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Scott Olson

Title: Solid Waste Utility Director

Address: 2301 8th Avenue N, Fargo ND 58102

E-Mail: solson@fargond.gov

Address: _____

Phone: 701-476-4087

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Christina Wilwand

Title: Environmental Scientist

Address: 3303 Fiechtner Drive, Fargo ND 58103

E-Mail: christina.wilwand@stantec.com

Address: _____

Phone: 701-893-2327



ATTACHMENT – STANDARD RATE TABLE

2026-0

HOURLY RATES

Stantec Billing Level	2026 Hourly Rate*
3	\$111
4	\$119
5	\$131
6	\$135
7	\$145
8	\$152
9	\$161
10	\$170
11	\$179
12	\$183
13	\$197
14	\$208
15	\$230
16	\$256
17	\$270
18	\$276
19	\$296
20	\$308
21	\$324

*Rates subject to annual increase.

Interns to be billed at \$90/hour.

Field technicians to be billed at \$100 to \$126/hour based on experience.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the task order or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals and Lodging**
May be billed at cost or daily per diem.
- **Mileage**
U.S. Internal Revenue Service standard mileage rate.
- **Vehicle and Equipment Rentals**
Not owned by Stantec.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

A Technology/Communication fee of 5% will be added to each invoice, applied as a percentage of total labor costs for a given invoicing period. The fee covers CAD computer usage, communications, copies, and related expenses.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. For Stantec owned vehicle, a combination of daily vehicle or milage rates are used depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule* is available upon request.

Equipment Form (as of 2025-04-15)											FINANCE USE ONLY	Tracking #
Environmental Services / Great Lakes Region / Equipment Rate Schedule [Standard]											Rev'd Date:	
Project #:	Field Staff:										Start Date:	
Project Name:	PM Approval Date:										End Date:	
PM Name:											Input By:	
PM Approval Date:											Input Date:	
Project#	Unit Description	Quantity	Unit Cost	Unit	Quantity	Daily Cost	Quantity	Weekly Cost	Quantity	Monthly Cost	Billable	Comments
	Remediation											
	Remediation - Disposables - Distilled Water	\$ 1.50	gallon								\$ -	
	Remediation - Disposables - Filter	\$ 20.00	each								\$ -	
	Remediation - Disposables - Tubing - HDPE	\$ 0.75	ft								\$ -	
	Remediation - Disposables - Tubing - Silicone based (e.g. Tygon)	\$ 3.00	ft								\$ -	
	Remediation - Kit - Groundwater Sampling Eqpt. (filter, reagent, container, etc.)	\$ 25.00	Per Well								\$ -	
	Remediation - Kit - Groundwater Sampling Eqpt. (with Filter)	\$ 45.00	Per Well			\$ 200.00	\$ 640.00	\$ 2,000.00	\$ -		\$ -	
	Remediation - Meter - GW Parameter Multimeter (Horiba\Si\Aquatrol)	\$ 90.00				\$ 300.00	\$ 900.00	\$ 3,000.00	\$ -		\$ -	
	Remediation - Meter - H2S Detector/Monitor	\$ 25.00				\$ 80.00	\$ 250.00	\$ 250.00	\$ -		\$ -	
	Remediation - Meter - Turbidity	\$ 50.00				\$ 160.00	\$ 500.00	\$ 500.00	\$ -		\$ -	
	Remediation - Probe - Water Level Indicator	\$ 100.00				\$ 400.00	\$ 1,320.00	\$ 1,320.00	\$ -		\$ -	
	Remediation - Pump - Peristaltic	\$ 50.00				\$ 160.00	\$ 500.00	\$ 500.00	\$ -		\$ -	
	Remediation - Pump - Downhole (various styles)	\$ 225.00				\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ -		\$ -	
	Remediation - Pump - Submersible w/ Flow Controller											
	Remediation - Supplies - Locking Plug	\$ 30.00	Each			\$ 50.00	\$ 160.00	\$ 160.00	\$ -		\$ -	
	Remediation - Tools - Hand Auger					\$ 25.00	\$ 100.00	\$ 350.00	\$ -		\$ -	
	Remediation - Tools - Deep Cycle Battery					\$ 100.00	\$ 320.00	\$ 1,000.00	\$ -		\$ -	
	Remediation - Other - Generator	\$ -				\$ -	\$ -	\$ -				
	Remediation - Other:											
	Solid Waste											
	Solid Waste - Meter - Electrical Conductivity (EC) (e.g., Fieldscout)					\$ 40.00	\$ 130.00	\$ 400.00	\$ -		\$ -	
	Solid Waste - Meter - Landfill Gas (e.g., Landtec GEM-2000/5000)					\$ 150.00	\$ 480.00	\$ 1,500.00	\$ -		\$ -	
	Solid Waste - Meter - Multi-gas/4-gas					\$ 50.00	\$ 160.00	\$ 500.00	\$ -		\$ -	
	Solid Waste - Meter - Soil Density (e.g., Troxter)					\$ 85.00	\$ 275.00	\$ 800.00	\$ -		\$ -	
	Solid Waste - Testing - Liner Leak Location	\$ 2,000.00	Project		\$ -	\$ -	\$ -	\$ -				
	Solid Waste - Other:	\$ -				\$ -	\$ -	\$ -				
	Mapping/Survey - Instrument - Survey Eqpt.					\$ 50.00	\$ 160.00	\$ 500.00	\$ -		\$ -	
	Mapping/Survey - Instrument - Data Collector (e.g., Trimble R8/R10)	\$ 400.00	hr			\$ 500.00	\$ 1,600.00	\$ 5,000.00	\$ -		\$ -	
	Mapping/Survey - Instrument Control System (e.g., Trimble RTK)					\$ 10.00	\$ 35.00	\$ 100.00	\$ -		\$ -	
	Mapping/Survey - Misc - Measuring Tape/Wheel					\$ -	\$ -	\$ -				
	Mapping/Survey - Other:											
	Mapping/Survey											
	HSSE - Apparel - Coverall - Smmex											
	HSSE - Apparel - Coverall - Tyvek	\$ 10.00	Each									
	HSSE - Apparel - Gloves - Latex/Nitrile (per box)	\$ 20.00	Box									
	HSSE - Apparel - H&S - Level D Safety Equipment	\$ 60.00	Each									
	HSSE - Other:	\$ -				\$ -	\$ -	\$ -				

REPORT OF ACTION
UTILITY COMMITTEE

35

Project: N/A

Type: Apex Eng. Group Task Order #24 – Local Limits Development

Location: Water Reclamation Facility

Date of Hearing: 2-11-2026

Routing	Date
City Commission	2-17-2026
Project File	

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Task Order #24 from Apex Engineering Group (AEG) for the development of local limits as required by the USEPA Pretreatment Regulations. In accordance with General Pretreatment Regulations developed by the United States Environmental Protection Agency (USEPA) 40 CFR 403, communities must develop and implement a wastewater pretreatment program. Section 403.8(a) of the regulations states that any treatment facility with a total design flow greater than 5 mgd or facilities with significant industrial users (SIUs), must establish a local Industrial Pretreatment Program (IPP). The requirement to develop and implement a local IPP is a condition of the National Pollution Discharge Elimination System (NPDES) permit, which is the case for Fargo.

The National Pretreatment Program consists of three types of national pretreatment standards established by regulation that apply to industrial users (IUs). These include prohibited discharges, categorical standards, and local limits. Prohibited discharges, comprised of general and specific prohibitions, apply to all IUs regardless of the size or type of operation. Categorical standards apply to specific process wastewater discharges from particular industrial categories. Prohibited discharge standards and Categorical standards are defined in the Pretreatment Regulations.

Local limits, however, are site-specific limits developed by the POTW to enforce general and specific prohibitions on IUs. Each program must develop, implement, and enforce technically based local limits. Local limits control industrial discharges that could cause interference in the treatment process, pass through pollutants to receiving waters (Red River), damage to public infrastructure, or create unsafe conditions for City personnel. Local limits also help maintain treatment performance, protect biosolids quality and disposal options, and provide site-specific, enforceable controls where federal categorical standards alone are insufficient. Standard language in North Dakota NPDES Permits requires the permittee to establish and enforce specific local limits to implement the provisions of 40 CFR Sections 403.5(a) and (b) as required by 40 CFR Section 403.5(c). The permittee shall continue to develop and enforce such limits.

Since the Fargo Regional WRF was recently expanded, the facility's maximum allowable headworks loading (MAHL) has changed since the last time local limits were developed (2005). Therefore, sampling in the collection system and after each unit process at the plant will be required to determine the new MAHL. Industry contributions, outside user contributions and the development of Local Limits will be incorporated into City Ordinance once completed.

Task Order #24 is for review & update existing Local Limits for the Fargo Wastewater Utility based on current facility capacity and treatment efficiency to ensure the City follows their NPDES permit and the USEPA pretreatment program requirements.

The Task Order will provide:

- Management of lab technicians through all phases of the project, including contract administration and quality assurance / quality control.
- Specific facility information is required to develop Local Limits, including reviewing and recording the existing wastewater treatment facility's design information. The design information and the unit process treatment capacities will be documented for submittal to the NDDEQ.
- Current available sampling data and known industrial contributions will be reviewed and documented.
- The existing Local Limits & previously identified pollutants of concern will be reviewed/documentated.

- Development of a sampling plan to collect and analyze waste streams and sludge to confirm the presence of individual pollutants, identify pollutants of concern, determine current pollutant loadings, calculate pollutant removal efficiencies, and estimate loadings from domestic and industrial users.
- Laboratories have been contacted for quotes to assist sample collection and testing services.
- Utilize information & data gathered in the previous tasks to determine maximum allowable headworks loadings (MAHLs) for the WWTF. The MAHLs will be used as the basis for developing Local Limits.
- Complete an assessment of the proposed Local Limits and summarize the findings in a Technical Memorandum.

This Task Order & project will be funded with Project WW2301 Water Reclamation Utility Infrastructure Sales Tax Fund 455.

On a motion by Dan Portlock, seconded by Troy Hall, the Utility Committee voted to approve Task Order #24 from Apex Engineering Group in the amount of \$68,400 for the development of local limits as required by the USEPA Pretreatment Regulations and the City of Fargo NDPDES Permit.

RECOMMENDED MOTION

Concur with the Utility Committee to approve Task Order #24 from Apex Engineering Group in the amount of \$68,400, for the development of local limits as required by the USEPA Pretreatment Regulations and the City of Fargo NDPDES Permit.

COMMITTEE:	Present	Yes	No	Unanimous	X
					Proxy
Denise Kolpack, City Commissioner	X	X	Virtual		
Susan Thompson, Finance Director	X	X	Virtual		
Brian Ward, Water Plant Superintendent	X	X			
Mark Miller, Water Reclamation Plant Supt.	X	X			
Bruce Grubb, Temp. PT City Administrator	X	X			
Scott Liudahl, City Forester	X	X			
Scott Olson, Solid Waste Utility Director	X	X			
Jim Hausauer, Water Reclamation Utility Dir.	X	X			
Troy Hall, Water Utility Director	X	X			
Ben Dow, Public Works Operations Director	X	X			
Tom Knakmuhs, City Engineer	X	X			
Dan Portlock, Water Utility Engineer	X	X			
Brenda Derrig, Asst. City Administrator	X	X			

ATTEST:



Jim Hausauer
Water Reclamation Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg

MEMORANDUM

February 11th, 2026

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director 
Re: Apex Eng. Group - Task Order #24
Regulatory Requirements - Local Limits Development

Background-Local Limits

In accordance with General Pretreatment Regulations developed by the United States Environmental Protection Agency (USEPA) 40 CFR 403, communities must develop and implement a wastewater pretreatment program. Section 403.8(a) of the regulations states that any treatment facility with a total design flow greater than 5 mgd or facilities with significant industrial users (SIUs), must establish a local Industrial Pretreatment Program (IPP). The requirement to develop and implement a local IPP is a condition of the National Pollution Discharge Elimination System (NPDES) permit, which is the case for Fargo.

The National Pretreatment Program consists of three types of national pretreatment standards established by regulation that apply to industrial users (IUs). These include prohibited discharges, categorical standards, and local limits. Prohibited discharges, comprised of general and specific prohibitions, apply to all IUs regardless of the size or type of operation. Categorical standards apply to specific process wastewater discharges from particular industrial categories. Prohibited discharge standards and Categorical standards are defined in the Pretreatment Regulations.

Local limits, however, are site-specific limits developed by the Wastewater Treatment Facility (WWTF) to enforce general and specific prohibitions on IUs. Each program must develop, implement, and enforce technically based local limits. Local limits control industrial discharges that could cause interference in the treatment process, pass through pollutants to receiving waters (Red River), damage to public infrastructure, or create unsafe conditions for City personnel. Local limits also help maintain treatment performance, protect biosolids quality and disposal options, and provide site-specific, enforceable controls where federal categorical standards alone are insufficient.

Standard language in North Dakota NPDES Permits requires the permittee to establish and enforce specific local limits to implement the provisions of 40 CFR Sections 403.5(a) and (b) as required by 40 CFR Section 403.5(c). The permittee shall continue to develop and enforce such limits.

1. In accordance with 40 CFR 122.44(j)(2)(ii), a technical evaluation of the need to develop or revise local limits shall be submitted to the Approval Authority.

2. This evaluation should be conducted in accordance with EPA's "Local Limits Development Guidance" July 2004. When the permittee determines that revised or new local limits are necessary, the permittee shall submit the proposed local limits to the Approval Authority in accordance with 40 CFR 403.18."

Since the Fargo Regional WRF was recently expanded, the facility's maximum allowable headworks loading (MAHL) has changed since the last time local limits were developed (2005). Therefore, sampling in the collection system and after each unit process at the plant will be required to determine the new MAHL. Industry contributions, outside user contributions and the development of Local Limits will be incorporated into City Ordinance once completed.

Apex Task Order #24

Task Order #24 is for review and update existing Local Limits for the Fargo Wastewater Utility based on current facility capacity and treatment efficiency to ensure the City follows their NPDES permit and the USEPA pretreatment program requirements.

The Task Order will provide:

- Management of lab technicians through all phases of the project, including contract administration and quality assurance / quality control.
- Specific facility information is required to develop Local Limits, including reviewing and recording the existing wastewater treatment facility's design information. The design information and the unit process treatment capacities will be documented for submittal to the NDDEQ.
- Current available sampling data and known industrial contributions will be reviewed and documented.
- The existing Local Limits & previously identified pollutants of concern will be reviewed/document.
- Development of a sampling plan to collect and analyze waste streams and sludge to confirm the presence of individual pollutants, identify pollutants of concern, determine current pollutant loadings, calculate pollutant removal efficiencies, and estimate loadings from domestic and industrial users.
- Laboratories have been contacted for quotes to assist sample collection and testing services.
- Utilize information & data gathered in the previous tasks to determine maximum allowable headworks loadings (MAHLs) for the WWTF. The MAHLs will be used as the basis for developing Local Limits.
- Complete an assessment of the proposed Local Limits and summarize the findings in a Technical Memorandum.

This Task Order and project will be funded with Project WW2303 Water Reclamation Utility Infrastructure Sales Tax fund 455.

Recommended Motion

Approve Task Order 24 from Apex Engineering Group in the amount of \$68,400 for the development of local limits as required by the USEPA Pretreatment Regulations and the City of Fargo NPDES Permit.

February 2, 2026

Mr. James Hausauer
City of Fargo
3400 North Broadway
Fargo, ND 58102

RE: Fargo Regional Water Reclamation Facility
Task Order 24 – Local Limits Development
Apex Project No. 18.102.0040

Dear Mr. Hausauer,

Thank you for the opportunity to provide the enclosed Task Order 24 regarding local limits development for the Fargo Regional Water Reclamation Facility.

Development of local limits is required under the City of Fargo's NPDES permit as part of your Industrial Pretreatment Program. Local Limits are required for a publicly owned treatment works (POTW). Local limits control industrial discharges that could cause interference in the treatment process, pass through pollutants to receiving waters (Red River), damage to public infrastructure, or create unsafe conditions for City personnel. Local limits also help maintain treatment performance, protect biosolids quality and disposal options, and provide site-specific, enforceable controls where federal categorical standards alone are insufficient.

Since the Fargo Regional WRF was recently expanded, the facility's maximum allowable headworks loading (MAHL) has changed since the last time local limits were developed (approximately 2005). Therefore, sampling both in the collection system and after each unit process at the plant will be required to determine the new MAHL of the facility. In addition, existing industry contributions, existing outside user contributions and finally the development of Local Limits for incorporation into City Ordinance will be completed.

Task Order 24 as well as supporting documents in the attached Scope of Services are included for your consideration. Please let me know if you have any questions at 701.373.7985 or karla.olson@apexenggroup.com.

Sincerely,



Karla Olson, PE
Project Manager



Scope of Services

Regional Water Reclamation Facility Local Limits Assistance

City of Fargo, North Dakota

January 26, 2026

Apex Project No. 18.102.0040

Task No.	Description
1	Project Management
2	Document Facility Information
3	Develop Sampling Plan
4	Determine Maximum Allowable Headworks Loadings
5	Develop and Implement Local Limits

Project Background

In accordance with the general Pretreatment Regulations developed by the United States Environmental Protection Agency (EPA) 40 CFR 403, communities must develop and implement a wastewater pretreatment program. Section 403.8(a) of the General Pretreatment Regulations states that any facility with a total design flow greater than 5 million gallons per day and smaller facilities with SIUs must establish a local Pretreatment Program. The requirement for a treatment facility to develop and implement a local Pretreatment Program is a condition of its National Pollution Discharge Elimination System (NPDES) permit, which is the case for Fargo.

The National Pretreatment Program consists of three types of national pretreatment standards established by regulation that apply to industrial users (IUs). These include prohibited discharges, categorical standards, and local limits. Prohibited discharges, comprised of general and specific prohibitions, apply to all IUs regardless of the size or type of operation. Categorical standards apply to specific process wastewater discharges from particular industrial categories. Prohibited discharge standards and Categorical standards are defined in the Pretreatment Regulations. Local limits, however, are site-specific limits developed by the WWTF to enforce general and specific prohibitions on IUs. Each program must develop, implement, and enforce technically based local limits.

Standard language in major facility North Dakota NPDES Permits requires the permittee to "establish and enforce specific local limits to implement the provisions of 40 CFR Sections 403.5(a) and (b) as required by 40 CFR Section 403.5(c). The permittee shall continue to develop these limits as necessary and effectively enforce such limits.

1. In accordance with 40 CFR 122.44(j)(2)(ii), a technical evaluation of the need to develop or revise local limits shall be submitted to the Approval Authority within twelve months of the effective date of this permit.
2. This evaluation should be conducted in accordance with EPA's "Local Limits Development Guidance" July 2004. Where the permittee determines that revised or new local limits are necessary, the permittee shall submit the proposed local limits to the Approval Authority in an approvable form in accordance with 40 CFR 403.18."

As such, the City of Fargo is required by their NPDES Permit to develop local limits and update regularly. This Task Order is for the review of any existing Local Limits for the Fargo Wastewater Utility and update based on current facility capacity and treatment efficiency to ensure the City is in compliance with their NPDES permit and the national EPA pretreatment program requirements.

Task No. 1.0 – Project Management

Objective:

To provide management of engineers and technicians through all phases of the project, including contract administration and quality assurance / quality control. To provide a single point of contact for the City of Fargo throughout the duration of the project.

Activities:

1. Review and execute task order agreement between City of Fargo and Apex Engineering Group, Inc. (Apex).
2. Oversee Engineers and Technicians assigned to the project.
3. Attend and report at project update meetings, as necessary.
4. Provide communications and coordination between City of Fargo and Apex.
5. Provide quality assurance/quality control throughout all phases of the project.

City of Fargo Responsibilities:

- ✓ Execute task order between City of Fargo and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend project update meetings.

Apex Responsibilities and Deliverables:

- ✓ Review and execute contract with City of Fargo in a timely manner.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Schedule and attend project update meetings.
- ✓ Communicate with City of Fargo on project updates and schedule.

Task No. 2.0 – Facility Information

Objective:

Specific facility information is required to develop Local Limits, including reviewing and recording the existing wastewater treatment facility's design information. The design information and the unit process treatment capacities will be documented for submittal to the NDDEQ. Current available sampling data and known industrial contributions will be reviewed and documented. The existing Local Limits and previously identified pollutants of concern (POC) will be reviewed and documented.

Activities:

1. Review Facility Background Information
 - a. Facility Plans
 - b. Drawings
 - c. Specifications
 - d. O&M Manuals
 - e. Design Calculations
2. Identify Existing Design Information
 - a. Facility Capacity
 - i. Hydraulic
 - ii. Organic
 - iii. Nutrients
 - b. Unit Process Capacity
 - i. Hydraulic
 - ii. Organic
 - iii. Nutrients
3. Review Existing Sampling Data
 - a. Flow
 - b. Loading
 - c. Industrial Contributions
4. Review Existing Local Limits
 - a. Existing Pollutants of Concern

City of Fargo Responsibilities:

- ✓ Provide documents as requested, including facility plans, drawings, specifications, shop drawings, O&M manuals and design calculations, if available
- ✓ Provide sampling data as requested
- ✓ Provide information on existing local limits and pollutants of concern
- ✓ Attend project update meetings

Apex Responsibilities and Deliverables:

- ✓ Gather, organize, review and return (if applicable) City supplied information
- ✓ Review, catalog and document design information
- ✓ Review, analyze and tabulate existing sampling data
- ✓ Review and document existing local limits and pollutants of concern

Task No. 3.0 – Develop Sampling Plan

Objective:

Development of a sampling plan to collect and analyze waste streams and sludge to confirm the presence of individual pollutants, identify pollutants of concern, determine current pollutant loadings, calculate pollutant removal efficiencies, and estimate loadings from domestic and industrial users. Testing laboratories will be contacted for quotes to assist the City of Fargo sample collection and testing services.

Activities:

1. Identify Sample Locations
 - a. Wastewater Treatment Facility
 - i. Influent
 - ii. Intermediate locations
 - iii. Effluent
 - iv. Sludges
 - b. Industrial Users
2. Identify Analytes and Pollutants to sample
 - a. WWTF
 - b. Industrial Users
3. Identify sampling frequency
4. Assist the City in Contacting and Hiring Testing Laboratory to Collect Samples (Laboratory services paid directly by the COF)
5. Assist the City in Contacting and Hiring Testing Laboratory to Analyze Samples (Laboratory services paid directly by the COF)
6. Review and evaluate analytical data

City of Fargo Responsibilities:

- ✓ Collection of waste streams and sludges (or contracting testing laboratory)
- ✓ Provide sampling equipment and laboratory analysis (or contracting testing laboratory)
- ✓ Attend project update meetings
- ✓ Provide Apex with feedback on proposed sampling plan

Apex Responsibilities and Deliverables:

- ✓ Develop sampling plan for the City of Fargo
- ✓ Review and evaluate sampling data
- ✓ Calculate pollutant removal efficiencies
- ✓ Estimate loadings from domestic and industrial users

Task No. 4.0 – Determine Maximum Allowable Headworks Loadings (MAHLs)

Objective:

Utilize the information and data gathered in the previous tasks to determine maximum allowable headworks loadings (MAHLs) for the Fargo WWTF. The MAHLs will be used as the basis for developing Local Limits.

Activities:

1. Calculate removal efficiency for each pollutant of concern (POC).
 - a. Organics
 - i. BOD
 - ii. TSS
 - b. Nutrients
 - i. TKN
 - ii. Phosphorus
 - c. Metals
 - i. Arsenic
 - ii. Cadmium
 - iii. Chromium
 - iv. Copper
 - v. Cyanide
 - vi. Lead
 - vii. Mercury
 - viii. Molybdenum
 - ix. Nickel
 - x. Selenium
 - xi. Silver
 - xii. Zinc
2. Calculate allowable headworks loadings
 - a. Effluent Quality
 - b. Environmental
 - c. Inhibition/Interference
 - d. Sludge standards
3. Determine MAHLs for pollutants of concern

City of Fargo Responsibilities:

- ✓ Provide documents as requested
- ✓ Attend review meetings
- ✓ Provide Apex feedback on allowable headworks loadings

Apex Responsibilities and Deliverables:

- ✓ Calculate removal efficiencies for each pollutant of concern
- ✓ Calculate allowable headworks loadings for each
- ✓ Determine MAHLs for pollutants of concern

Task No. 5.0 – Develop and Implement Local Limits

Objective:

To develop new Local Limits for Fargo based on MAHLs and maximum allowable industrial loadings. Complete an assessment of the proposed Local Limits and summarize the findings in a Technical Memorandum. Present findings to the City of Fargo.

Activities:

1. Determine new Local Limits based on MAHLs
 - a. Pollutant Evaluation
 - i. Actual Loadings
 - ii. Noncompliance
2. Determine maximum allowable industrial loadings
 - a. Controlled Sources
 - b. Uncontrolled Sources
3. Assessment of Local Limits
 - a. Achievability
 - b. Compliance determination
 - c. Practicality
4. Finalize Local Limits
5. Submit a draft Technical Memorandum summarizing Local Limits
6. Submit final Technical Memorandum to the City of Fargo
7. Present findings to City Council
8. Adoption of Local Limits by City Council

City of Fargo Responsibilities:

- ✓ Provide data on controlled dischargers
- ✓ Provide additional sampling, if so required
- ✓ Input on development of maximum allowable industrial loadings and assessment of Local Limits
- ✓ Attend review meetings
- ✓ Provide Apex feedback on draft Tech Memo
- ✓ Adoption of Local Limits by City Council

Apex Responsibilities and Deliverables:

- ✓ Determine Local Limits
- ✓ Calculate maximum allowable industrial loadings
- ✓ Conduct assessment of proposed Local Limits and adjust if required
- ✓ Provide City of Fargo with electronic copy of draft Technical Memorandum
- ✓ Conduct review meetings for draft Technical Memorandum
- ✓ Provide City of Fargo with electronic copy of final Technical Memorandum
- ✓ Present Technical Memorandum to City Council, if so required

Project Schedule

<u>Task/Activity</u>	<u>Date (Week of)⁽¹⁾</u>
- Execute Agreement for Engineering Services	February 17, 2026
- Kickoff Meeting with City Personnel	February 19, 2026
- Summarize Existing Facility Information	February 24, 2026
- Develop and Present Proposed Sampling Plan ⁽²⁾	February 24, 2026
- Identify Testing Laboratory	February 24, 2026
- Sampling Period	February 24-March 30, 2026
- Determine Maximum Allowable Headworks Loadings	May 4, 2026
- Develop Local Limits	May 18, 2026
- Draft Technical Memorandum to City of Fargo	May 25, 2026
- Final Technical Memorandum Submitted to City of Fargo	June 8, 2026

⁽¹⁾ Schedule is based on contract approval the week of February 17, 2026.

⁽²⁾ Sampling period recommended during the winter to eliminate wet weather events and to assess performance during cold weather months.

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 24,
consisting of 3 pages.

Task Order No. 24: Regional Water Reclamation Facility Local Limits Development

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 1, 2021 (extended January 1, 2026)
- b. Owner: City of Fargo, North Dakota
- c. Engineer: Apex Engineering Group, Inc.
- d. Specific Project (title): Regional Water Reclamation Facility Local Limits Development
- e. Specific Project (description): Project to sample the collection system and WRF, determine maximum allowable headworks loading and calculate site specific Local Limits for incorporation into City Ordinance.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - ✓ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - As follows: See Attached Scope of Services

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
 - ✓ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

As Follows: None.

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: See attached Scope of Services

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: See Attachment 1 in the Scope of Services

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Project Management	\$4,550	Hourly NTE
b. Document Facility Information	\$3,250	Hourly NTE
c. Develop Sampling Plan	\$11,500	Hourly NTE
d. Determine MAHL	\$22,500	Hourly NTE
e. Develop and Implement Local Limits	\$26,600	Hourly NTE
2. Additional Services (Part 2 of Exhibit A)	N/A	Hourly
Total	\$68,400	

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: Attachment 1 – Scope of Services

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 9, 2026.

OWNER:

By: _____

Print Name: Dr. Tim Mahoney

Title: Mayor, City of Fargo

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Print Name: Karla Olson, PE

Title: Vice President

Engineer License or Firm's
Certificate No. (if required): COCP #975

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: James Hausauer

Title: Utility Director

Address: 3400 North Broadway
Fargo, ND 58102

E-Mail
Address: JHausauer@FargoND.gov

Phone: 701-476-6692

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Karla Olson, PE

Title: Project Manager

Address: 4733 Amber Valley Pkwy S.
Fargo, ND 58104

E-Mail
Address: Karla.Olson@ApexEngGroup.com

Phone: 701-373-7985